

Can a Tenant Demand the Right of First Refusal When His Lease Ends?

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Question: A tenant lives in a state that does not have anti-eviction laws. At the end of his lease, his landlord asks him to vacate the apartment so that he can rent it to his second cousin. The tenant says that he wants to renew the lease and is willing to give whatever the second cousin would give. He claims that he should have first rights to it since he is the current tenant. Is he correct?

Answer: With regards to sales, there is a concept of *bar metzrah*. If a house goes up for sale, the neighbor has the first right to purchase it. There are exceptions to this rule but, in general, the seller has to give the neighbor the first chance to buy it, provided of course that he is willing to match the price of other potential buyers.

Regarding a tenant, the generally accepted view is that someone who is already living in a property is considered to have the status of a “neighbor” and thus has the first right to continue renting it, provided that he is equally suitable as other potential renters. Thus, if he is willing to pay as much as the second cousin, is just as credit-worthy, and will agree to the same rental terms, the landlord has to continue renting to him.

It is important to point out that although the landlord has the right to offer his apartment to a new tenant who is willing to offer something more than what the first tenant is offering, the new tenant is not allowed to approach the landlord in order to usurp the original tenant. If the landlord and tenant are both happy with their arrangement, an outsider is not permitted to offer the landlord more money or some other incentive to transfer the rental to him. This would be a transgression of the prohibition of *ani mehapech b'chararah*.