

If a Store Closes, Does the Rent Still Have to be Paid Until the End of the Lease?

Rav Baruch Meir Levin

Question: A fellow owns a chain of stores and rents the properties from various landlords. He realizes that one store is losing money and closes it in the middle of a 5-year lease. Does he have to pay the rent for the duration of the lease?

Answer: There is a general halacha that in the case of an *oness*, when the tenant has absolutely no use for a property he is renting, he is exempt from paying the rent going forward. The Gemara speaks about a case where someone rents a boat to transport his wine, but he then loses all of his wine and has no use for the ship. The Rosh interprets the Gemara as saying that the renter does not have to pay the rest of the rent on the ship since he has no use for it anymore.

Practically, these halachos depend on what the contract says, as well as the common *minhag*. However, barring those considerations, the tenant could use this opinion of the Rosh as a basis to be exempt from future payments since he is an *oness* and has no use for this location anymore.

Question: Can this halacha be extended to a renter of a residential home who has an *oness*, such as his job transferred him to another city?

Answer: This halacha that a renter faced with an *oness* is exempted from paying rent is a big *chiddush*, and it is, therefore, difficult to extend it to other cases. The halachic exemption referred to a case where one has absolutely no use for the property, and when a store shuts down that would be an example of such a case. When a tenant gets a job in another city, it can't be said that he has no further way to use the house, as he technically could stay there and give up his new job. In any case, the halacha would depend on each case and whether or not a *bais din* will accept the tenant's claim.