

Is a Landlord Obligated to Pay to Fix a Clogged Toilet, a Broken Jacuzzi, or for Pest Extermination?

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Question: Let's discuss some specific examples of common repairs.

Would a landlord have to pay to fix a clogged toilet?

Answer: Clogged toilets are usually caused by negligence on the tenant's part, which means that the landlord would not be obligated to pay to fix them. The tenant may claim that he didn't know that flushing baby wipes down the toilet would break it, and it may be true that he was unaware of this, but flushing baby wipes would still be classified as an unauthorized use which the landlord is not responsible to pay to fix.

Question: What if the apartment includes things that are not typical for a rental, such as a built-in vacuum cleaner or a Jacuzzi? If those atypical things break, is the owner obligated to fix them?

Answer: It can be generally assumed that the tenant is paying to rent whatever is in the apartment. If the apartment he is renting has a built-in vacuum or a Jacuzzi, even though most apartments don't have these things, it can be assumed that his rental agreement entitles him to have those things, and the landlord would be obligated to repair them if they break.

Question: What about a case of infestation? Who is responsible to pay for the exterminator?

Answer: The fact that there are bugs in the apartment is not technically a problem with the actual apartment that is being rented.

The Mabit speaks about a case where a platoon of soldiers came to a city and commandeered an apartment. The tenant claimed that since the soldiers were occupying the apartment, he could not use it and, therefore, he should not have to pay rent. The Mabit ruled, however, that there was nothing wrong with the apartment itself. The fact that the soldiers were there did not mean that the apartment was "broken". Accordingly, he ruled that the tenant still had to pay the rent.

It is not clear if the practical halacha follows the opinion of the Mabit, but, in any case, this question would not be so relevant because the source of the problem can usually be blamed either on the tenant or on the landlord. If the infestation occurred because the tenant left food out, he would be considered at fault and the landlord would have no obligation to pay for an exterminator. If the infestation occurred because of cracks in the walls, then there is a problem with the apartment and the landlord would be liable to pay to fix it and to pay for the extermination.

The only question would be in a case where neither of them was negligent. In such a case, we would have to establish what the law is and what the common *minhag* is.