

May One Sign a Lease That Goes Into Effect on Shabbos?

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Question: Is a tenant permitted to sign a lease on an apartment that begins on Shabbos?

Answer: It is common for leases to take effect on the 1st or 15th of a month. If someone signs a lease that is scheduled to start on the 1st of the month, and that day happens to be Shabbos, this would present a real problem. In actuality, this is exactly like the case that is forbidden by Rav Akiva Eiger, wherein a Jew schedules a transaction before Shabbos to go into effect on Shabbos.

So what's the solution?

The Avnei Nezer explains Rav Akiva Eiger's reasoning by saying that the entire transaction, from the time it is agreed upon until it goes into effect, is one long action. Since the party can technically back out any time until the transaction goes into effect on Shabbos, it is as if he is doing one continuous action that concludes on Shabbos. Thus, he is considered to be making a transaction on Shabbos. Accordingly, if he could not back out, meaning that he is locked into the deal before Shabbos, it can be said that his action ended then and he is not doing anything on Shabbos itself; rather, the deal concluded before Shabbos is going into effect on its own on Shabbos and he is not committing any transgression.

Having said this, if the tenant locked himself into the contract when he signed it and he can no longer back out, the fact that it officially goes into effect on Shabbos would not be a problem.

If the deal is structured in a way that he could back out until it goes into effect, it would be a problem according to Rav Akiva Eiger. However, there are some Poskim who disagree with Rav Akiva Eiger altogether, and, according to them, this type of transaction is permitted. Therefore, if he one is left with no other choice he should ask a Rov if he can rely on those Poskim.