

**Rav Yosef Greenwald, Rav of Khal Dexter Park and Dayan in the Bais HaVaad:**

**Question:** Reuven booked a vacation home after seeing an advertisement that depicted it as a beautiful, state-of-the-art, scenic cottage. When he got there, he discovered that it was nothing but a decrepit hovel. Is he the victim of a *mekach ta'os*?

Similarly, what if a listing of a vacation home shows some accurate pictures - but only shows the pictures of the nice parts of the home, while leaving out other areas that are in a state of severe disrepair? Would that be a *mekach ta'os*?

**Answer:** If you rent an apartment under the assumption that it's of a certain level of quality, and then discover that it is not, that would be a *mekach ta'os*.

When a deal is made, agreements do not always have to be spoken out. Some things are assumed even if they are not explicitly said. If a person rents an apartment that he knows has a beautiful kitchen, it can be assumed that he is not expecting to find mold on the walls or a dysfunctional bathroom. If a person is paying the price of a high-class vacation home, it can be assumed that he is not expecting a broken-down shack. That could certainly be considered a *mekach ta'os* because it is clear that the understanding between the two sides was not adhered to.

There is another prohibition that may apply that is known as *geneivas da'as*. This refers to a case where there is no substantial difference in the quality of what the person is receiving, but the landlord photoshopped the home to make it look a little more appealing. Even if the house is of sufficient quality to void a claim of *mekach ta'os*, it would still be prohibited for the landlord to do this under the prohibition of *geneivas da'as*.

Yet if the actual quality is clearly lower than what the renter expected and agreed to pay for based on how the home was represented, that is straight-out theft and *mekach ta'os*.