

## Once a Lease Is Up, Can Either Side Always End the Rental Arrangement?

Rav Baruch Meir Levin

**Question:** It is common for a tenant to remain in a rental property beyond the term of the lease without formally signing a new contract. What is the status of the lease during that period? Can either party end the arrangement at any time?

**Answer:** The halacha seems to be that once the fixed term of a lease expires, the agreement converts to a month-to-month capacity with no fixed time. Incidentally, this is also the law in New Jersey. This would mean that both the landlord and tenant could technically end the agreement at the end of any month.

However, the *chochomim* decreed that notice should be given before a landlord asks a tenant to leave or a tenant chooses to leave. This leads to the question of how much notice should be given. The Mishna says that it depends on the city. In some cities, where it was hard to find a new tenant or a new place to live, 12 months' notice was given. In other cities, where it was easier to find a new tenant or a new place to live, a minimum of 30 days' notice was given. So, it really depends on the specific case.

In most states, the law is that 30 days' notice must be given. If the tenant wants to move out, I believe that the common minhag is usually to give 30 days' notice. If the landlord is asking the tenant to leave, the minhag is to give a bit more notice. But it really depends on the case.

**Question:** Does the notice have to be in writing or is sufficient to do it orally or through an email or text?

**Answer:** Technically, it can be given orally, although some places legally require the notice to be in writing. In any case, it is a good idea to put it in writing in order to avoid misunderstandings. When notice is given orally, the message could be unclear and misunderstandings can arise; therefore, it is better to have it written unequivocally so that everything is clear.