

Lend-Lease
July 1, 2022

Q: I would like to make a deal with my brother: He would use my apartment the first two weeks of August in exchange for me using his bungalow the last two weeks of August. Considering that a stay in his bungalow is more valuable than a stay in my apartment, is this a violation of *ribbis*?

Also, my lease says I'm not allowed to sublet. Does that mean I can't allow my brother to borrow or rent my apartment for two weeks?



A: This sort of *ribbis* isn't mentioned in the Gemara or Shulchan Aruch. Its source is the Tosefta (Bava Metzia *perek* 6), and it is cited as halacha by all the contemporary *poskim* (see Bris Yehuda 11 footnote 2, Nesivos Shalom 160:9, Mishnas Ribbis 19:7, et al.).

The reason for the prohibition is that your brother's use of your apartment without paying is considered a loan from you to him, which he will later pay back with interest by allowing you the more-valuable use of his bungalow. Therefore, it is only a problem if the second stay is more valuable than the first. Also, it is only forbidden when the second stay began only after the first one concluded, since halachically a renter is only obligated to pay upon completion of the rental term.

There is a simple solution you may employ: Rather than structuring the arrangement as a swap, structure it as an agreement to rent each other's property for the same fee. Then you may each pay that fee during your respective stays.

As to the question of violating your lease terms, the standard clause that prohibits subletting does not refer to short-term lending or renting. But if the landlord stipulated that he disallows such activity, or where there are indications that he disallows it, it would be forbidden. An example would be a very valuable furnished apartment whose owner is very particular about his choice of tenants.