

The Case of the Fleeting Flat

HaRav Chaim Weg

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Q: The two-year rental agreement I signed with my landlord ended some time ago. The standard practice is that when that happens, the arrangement continues until either party terminates it with 30 days' notice.

My landlord has a cousin who was visiting this country when the world shut down and is now unable to fly home. I was recently given 30 days to leave so that the cousin can move in.

Under normal circumstances, 30 days gives both parties ample time to find alternate arrangements. But COVID-19 has put off current tenants' moving plans and made property owners hesitant to show apartments, so I don't feel it's enough time. Am I entitled to more?

A: We learn in Bava Metzia 101b that the amount of notice a landlord must give his tenant to terminate a month-to-month lease varies, by season and by city size, between 30 days and a year. (The determining factor is how long would be enough to find a new place.) This halacha is codified in Shulchan Aruch (C.M. 312). Although the custom today is to give 30 days without regard to season or population—because in our day that is generally sufficient—you may have a legitimate claim in Bais Din that the current market resembles those cases in Bava Metzia where more time is indicated.

Note that in monetary halacha, the claimant bears the burden of proof. Absent such proof, the party in possession of the item or funds under dispute, the *muchzak*, retains possession. In landlord-tenant disputes, the landlord is generally considered to be in possession of a tenant-occupied apartment. Therefore, if it is unclear whether your assessment of the current rental market is correct, The Bais Din will likely consider the landlord to be the *muchzak* and ask you to vacate the property.