

## Reading The Fine Print

### **Rav Eliezer Cohen**

**Case:** Reuven just bought a new house and is finally able to move out of his basement apartment. When he informs his landlord that he will be leaving, the landlord shows him that in the fine print at the end of the 15-page lease it is written that the lease renews annually, and if the tenant leaves in the middle of the year he has to pay the rent for the entire year. Reuven responds that he never could have been expected to read the entire document and was unaware of this clause.

**Question:** Can the landlord demand the full amount of rent for the entire year?

**Answer:** Sefer Mishpatei Hatorah discusses this issue and writes that people are assumed to understand what they are agreeing to when they sign a document. Claiming that you did not read the lease because it was too long is not a good excuse to exempt yourself from the obligations of the document you signed, as we can assume that in normal instances one either reads the document or is informed of what it includes before he signs. He does add that there is one caveat to this rule, and that is that one cannot be assumed to have agreed to clauses that are completely unexpected and unrelated to the agreement. For example, if the lease would include a clause in the fine print that says something like, "If the tenant breaks the lease, he must give the landlord his car," that would be something no one would expect to be in a lease and we cannot say that it is understood that the tenant agreed to that.