

Halachos of Avodah Zara: Part II Shiur

LIFNEI IVER: SELLING OR RENTING TO AVODAH ZARA

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A TRANSCRIPTION OF THE YORUCHA CURRICULUM WEEKLY SHIUR VIDEO

BENEFITING FROM A HOUSE OF AVODAH ZARA:

Many *shailos* come in regarding investors who are purchasing multiunit commercial properties, with one of the units occupied by a church. Is it permitted to purchase such a property and subsequently collect rent from the church?

The Gemara says that one may not derive benefit from a church. One may not get pleasure by gazing at a nice-looking church or benefit from it in any other way; however, this halacha would not be applicable here, as the Jewish owner is not really deriving benefit from the *avodah zara* by renting property to a church.

The people renting the property have to pay their rent, no matter what they do with the property. If they wouldn't be here, the owner would simply rent the property to someone else. It makes no difference to him what is done on the property, as long as he gets his rent; therefore, it cannot be said that he is benefiting from the *avodah zara*.

Similarly, although it is forbidden to derive benefit from chometz on Pesach or from *basar v'chalav* all year round, it is not prohibited to rent property to a grocery store that sells such items. Again, this is because the store has to pay rent in any case, and it makes no difference to the owner what they sell as he will receive the same amount of rent money in any case. For this reason, it is not considered as if he is benefitting from the forbidden item.

LIFNEI IVER:

The halacha that would be relevant is that of "*lifnei iver*", which means that it is forbidden to cause someone else to sin.

The Gemara in Avodah Zara (6A) says that it is forbidden to sell an animal to a non-Jew if the Jewish seller knows that it will be used as a sacrifice to *avodah zara*. Doing so would constitute *lifnei iver*, as providing him with the animal gives him the means of doing something that is forbidden for him to do. The Gemara adds that this only applies in instances where the non-Jew does not have his own animal and won't be able to do this sin without the seller's help. If he does have his own animal that he could use, the seller is not actually enabling him to do anything he couldn't otherwise do, and it would be permitted to sell him an animal.

According to this, it would seem that it would be forbidden to rent space to a church if they have no other place to go and need this particular spot. In such a case, the owner is enabling

them to sin, which falls under the prohibition of *lifnei iver*. On the other hand, if they could find another place to rent, renting to them is not enabling them to sin, and it should be permitted.

However, there is another *machlokes* amongst the Poskim that is relevant to this question. The Rema and Gr"a discuss the halacha in a case where a non-Jew does not have his own animal, but could buy one from someone else. The Rema says that in this case too, the Jewish seller is not considered to be enabling him because he could just go buy an animal elsewhere; therefore, there is no prohibition of *lifnei iver* to sell him an animal. The Vilna Gaon disagrees and says that it is only permitted to sell the non-Jew the animal if he already owns one of his own. The fact that he could technically buy one from someone else does not permit a Jew to sell him an animal that will be used for idol worship. In such a case, since the non-Jew does not have his own animal right now, a Jew who sells him one is considered to have enabled him to serve idols.

The later Poskim also disagree about how we rule in this case. The Chazon Ish and Rav Aharon Kotler both side with the Gr"a and bring proof to his position.

This would impact our *shailah* as follows: If a Jew owns a property that a church wants to rent, and they have no other options available that are suitable for them, it would definitely constitute a prohibition of *lifnei iver* to rent them his property.

If they have other options where they could rent that would be suitable for them, the halacha would hinge upon the *machlokes* between the Rema and the Gr"a. According to the Gr"a, it would be forbidden to rent them the property. According to the Rema, it would be permitted.

It should be noted that even according to the Rema, the variables on the ground could make a difference. If they could find another place but it would be very difficult to do so, or that place would be less accommodating to them because it is smaller or more expensive or for any other reason, it may still be prohibited to rent to them because you are, in fact, providing them with something that they could not get elsewhere, and thereby enabling them to worship *avodah zara* in a more accommodating way.

In this vein, if a Jew owned a senior living facility and church wished to rent a room in the building to use for services with the aim of attracting the seniors, even if they could find another place nearby, they may still prefer to have a room in the actual building, as this will help them attract more of the residents. In such a case, even the Rema would agree that renting to them would be a prohibition of *lifnei iver*.



IF THE CHURCH IS ALREADY THERE:

What if someone wants to purchase a commercial property that already has a church operating in one of the units?

Rav Shlomo Miller *shlita* feels strongly that this is permitted. He explains that every tenant on the property is locked into a lease and would be there whether the old owner sells or not. If a Jew purchases the property, he is not providing them with a place to go, as they would be there whether he bought the property or not; therefore, he is not enabling them in any way and is not transgressing the prohibition of *lifnei iver*.

This is true until the end of the lease. If the Jew buys such a property, what should he do after lease ends? Does he have to evict the church?

If he legally has no right to evict them, it could be argued that it is as if the lease never ended and the Jew is still not enabling them. If the owner does have the legal right to evict them, renewing the lease would be the same as renting to them anew, and the above halachos would apply.

It bears mentioning that many people ask *shailos* when they purchase a property, but the matter then fades from their minds. By the time the lease is up, they may not remember that they should ask a new *shailoh* as to how to proceed.

I would suggest that they set some sort of reminder for themselves at the time of purchase by somehow marking the time when the lease is almost over as a time to ask a Rov what to do next when that time comes.

WE ARE MACHMIR WITH AVODAH ZARA:

It also should be noted that whenever *shailos* of *avodah zara* come up, the Poskim encourage us to be stringent. It is always advisable for an upright Jew to stay away from anything that bears the stink of idol worship, and it is preferable to be *machmir* with such things. Accordingly, it would seem that one should try to follow the more stringent opinion of the Gr"a quoted above.

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