

THE CALL CENTER for HILCHOS RIBBIS

UNDER THE AUSPICES OF HARAV PINCHOS VIND SHLITA



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סניף ליקוואוד וגלילותיה

R' Y.Y. Jacob

Q&A

Q. I am a חתן that needs to borrow a large sum of money during my engagement. My Rebbi and a fellow yungerman from the kollel are more than happy to jointly lend me the money. We agreed that I would return the loan five months after I got married. Am I allowed to give them a brocha under the חופה or not?

A. To give a ברכה to the yungerman would be אסור. However, giving a brocha to the Rebbi would depend on the reason it is being done. If it is in appreciation for the loan, it would be אסור. However, if it is being done to honor the Rebbi it would be allowed.

Explanation: Generally, whenever one borrows money (or any other item in a way that halachically would be considered a loan), it's אסור to give him anything as appreciation for the loan, from the time of the origination of the loan until after its paid up. In addition, just praising the lender that he is "a virtuous person" would also be אסור.

However, any favor one would have done for the lender regardless of the loan, can be done for the lender during the duration of the loan, as it has nothing to do with the loan.

The exception is a favor that is done in public, as Chazal felt that whenever many people see the favor being done, there is a chance that someone may start investigating into the why this favor was done and realize that there was a previous loan which is now being reciprocated with a favor. However, if it's a favor that is obvious to all that it is being done for reasons other than an appreciation for a loan, then even if it's done in public, it would be מותר.

Getting back to our case. If the חתן is only giving the כיבוד because of the loan, it would be אסור regardless of whether it's in public or not. However, if he would do it irrespective of the loan, then if he is giving the כיבוד in public, it depends if people would wonder why he is giving this כיבוד. Since its widespread practice to give one's Rebbi a brocha under the חופה then we can assume that no one is going to question why he got it, and it would be allowed. Yet, regarding the yungerman, since it is not something that is always done, we need to worry that people might wonder why it's being done, and it would be

אסור.

Accepting Extra Responsibility for a Rental

Q. I have a furnished apartment that I rent to young couples. I would like to write in the contract that if any of the furniture gets damaged for any reason, even at no fault of the renter, instead of repairing the item, or replacing it with a used one (worth the same value as the damaged item at the time of damage), he will be obligated to replace it with a brand new one. Will this stipulation create a problem of ריבית or not?

A. It would depend on whether the rental price includes the furniture or not. If the landlord is required to provide the furniture as part of the rental agreement, and the price of the rental includes a fully furnished apartment, then it would be אסור according to many authorities. However, if the furniture is not reflected by the price, as the landlord added furniture as a bonus, then it would be permitted.

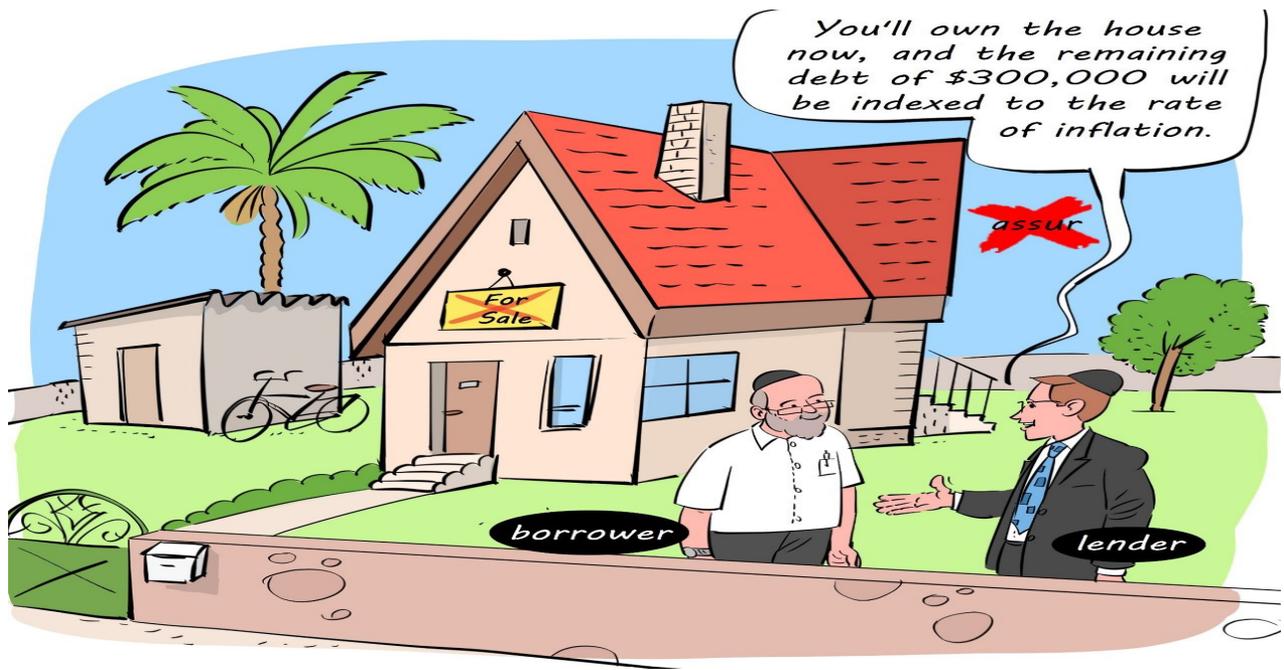
Before we explain this ruling, we would like to review some important basic concepts which often get overlooked. The first concept is that lending בריבית is not limited to money. Rather, ריבית applies to other items as well. Secondly, although the term "borrower" is a generally used expression, לווה / borrower you are only considered a לווה if the item borrowed is used up through its usage and the borrower needs to replace it when it is returned. However, if one does not need to replace the item, rather he may return the item itself, that would be considered either a שאלה or שכירות depending on the terms. Nevertheless, even a renter may at times be considered a לווה when he accepts too much אחריות for the item. For example, if one rented an item on condition that he must replace the item that was rented with a brand new one, we would consider him to be a לווה and not a שוכר.

Getting back to our case. If the landlord is required to provide the furniture as part of the rental agreement, then essentially besides for renting the apartment the tenant is also renting the furniture. Now, although generally one may obligate a renter to be responsible for אונסים on items that have wear and tear, while still retaining his status as a שוכר. Nevertheless, that holds true if he is only required to pay the value of the item at the time of damage. However, if he will need to pay the original value that it was at the time of the original rental agreement, this is too much responsibility to still consider him a שוכר and he would be considered a לווה instead. Therefore, since in our case because of his extreme אחריות he is considered a borrower not a renter, it would emerge that the rental payments are ריבית, as he is considered a borrower (on the furniture) who is paying (with rent) more than what was borrowed. (The הלכה for ספרדים may be different as the מחבר is lenient in this case.)

However, if the furniture is not included in the rental agreement, then although he may technically be considered a לווה, nevertheless, since the rental payments are not going towards the usage of the furniture, it therefore follows that there is no additional payment to be considered ריבית.

Q. In the case where the furniture is included in the rental, and the landlord required the renter to pay for אונסים at the value they were worth at the time of the damage, within ten days of the damage. Would he be allowed to include that if the tenant failed to pay for the damaged item within that period, he would then be obligated to replace the item with a brand new one?

A. It is מותר. Though the obligation to pay for the damages within a certain time frame may be considered a loan on a rabbinic level, and charging a late fee could be ריבית. Nevertheless, since the rule is that one may charge a one-time late fee on a type of loan, which charging interest on them, would only be ריבית מדרבנן, here too that rule applies, and one may charge a one-time late fee.



Did you know? If one did not pay back a loan for many years and subsequently the value of the dollar diminished, it would still be **אסור** to add any money when repaying the loan in order to adjust it to the inflation rate.

להסיר מכשיל

It has come to our attention that there are some mortgage brokers offering loans with PennyMac. Although PennyMac is happy to lend with a valid Heter Iska, nevertheless, one must request it.

We have seen cases where a mortgage broker did not offer their Heter Iska, or used an expired / invalid one. 

סימן טוב מזל טוב

להרה"ג ר' יעקב יצחק ג'קוב שליט"א

ראש קו הריבית

על לידת והכנסת בנו היקר יוסף דוב ני"ו

לבריתו של אברהם אבינו

ויה"ר שיוזכה לגדלו לתורה לחופה ולמעשים

טובים במנוחת הנפש ובהרחבת הדעת

הגליון נדבה לזכות ולעילוי נשמת

ר' דוד ע"ה בן יבלט"א ר' פנחס שליט"א
נלב"ע י"ט ניסן תש"פ

ר' משה יצחק גרשון בן ר' אברהם יהודה ז"ל
(Jacobowitz) - יום היארצייט י"א סיון