

HALOCHOSCOPE ^{TOI}

Someone rents a bungalow for a few weeks in the summer. The building was not built for year round use. Is the tenant obliged to affix a *Mezuza* on the doorposts? If he affixes a *Mezuza* there, may he remove it when leaving?

The issues:

- (A) The obligation of *Mezuza*, particularly on a tenant
- (B) The types of dwelling and doorposts requiring a *Mezuza*
- (C) Removing a *Mezuza*

(A) *Mezuza*

The terminology used by the Torah in commanding this Mitzvah is to attach it to the posts of *Baisecha Uvishe'arecha*, your doors and your gates. The Talmud interprets this to mean that there are two basic conditions for the obligation, one must own the house, and live there, or otherwise occupy it. It must be liveable, and includes storage areas that could be lived in, or are used for living-related purposes. Thus, offices and many warehouses are included.

An owner is obliged to affix the *Mezuza* when he occupies the premises. A tenant is obliged at the end of the first thirty days, except when renting in Eretz Yisroel. This is to encourage the quick resettlement of the house because of the Mitzvah of *Yishuv Eretz Yisroel*. If one affixes a *Mezuza*, it will stay when he leaves (see section C). It is easier for the landlord to find a new tenant if the door already has a *Mezuza*. Therefore, rather than wait thirty days, by which time the tenant might change his mind and move out, the obligation begins immediately.

Outside Eretz Yisroel a renter is only obliged after thirty days. There are two basic interpretations of this ruling. A minority view is that the terminology used by the Torah in commanding us this Mitzvah is *Baisecha*, your house. This applies to one living in the house. Living implies permanent residence. Renting could be viewed as having taken up temporary residence until one stays for thirty days. According to this view, after the first thirty days he is the same as an owner. This implies, according to one commentary, a Scriptural obligation.

According to the majority view, a renter is obligated Rabbinically. The best known interpretation of this obligation is that it is *Nir'is Keshelo*, resembles his

own house. Therefore, it was felt necessary to impose a Rabbinical obligation. This appearance does not show for the first thirty days of occupation.

There are two ways to explain Nir's Keshelo. In one view, one may say that the onlooker knows that the occupier did not own this house previously, and therefore, considers him a mere lodger. After thirty days the onlooker no longer thinks of him as a lodger but assumes the house to belong to him. The other view is that the onlooker might know that the occupier is renting. Nonetheless, he considers a long-term renter tantamount to an owner. If the owner's house is called Baisecha, why should the long-term renter not also be considered living in his house? Besides, a rental agreement is like a purchase for a limited time. Though the Torah does not include a renter in the terminology Baisecha, your house, the perception is sufficient to warrant a Rabbinical obligation. [An additional theory is discussed, comparing rental to borrowing — even a borrowed article is Nir's Keshelo after thirty days. This would require a person who is living free of charge to affix a Mezuzah.]

There is a view that if a tenant has agreed to rent for a year, even outside Eretz Yisroel he must affix a Mezuzah immediately. A regular tenant does not affix it immediately due to the temporary nature of his residence, unlike one who signs a lease for a longer period. Others maintain that this is based on the minority view requiring a tenant's Mezuzah Scripturally. There is further debate on whether a tenant affixing his Mezuzah before the end of the thirty days may recite the Brocha. Do we say that he is not obliged, and can not say 'VetzivanU' [Hashem] commanded us, when doing this Mitzvah? Or may he accept an obligation voluntarily? [See Shabbos 22a Pesachim 4a Yuma 11b 21a (Tosafos) 26a Menachos 44a (Tosafos) Chulin 110b 135b-136a commentaries, Poskim. Chinuch 423. Tur, Shulchan Aruch Yoreh Deah 286:22, commentaries. Avnei Nezer Y.D. 180.]

(B) The type of dwelling requiring a Mezuzah

Occupying premises means living there or using them regularly. A temporary dwelling, such as a *Sukah*, is exempt from Mezuzah. The Talmud and Poskim discuss 'a store in the market' as an example of a place that is exempt. Some attribute this to its temporary nature, like a booth. This view would oblige a regular store. Others say that it is not used by night, exempting a regular store. Some contend that if it could be used for storage all the time, it is not exempt. Some consider use on a daily basis permanent 'dwelling'. Others maintain that the debate only applies to daily use. Premises used less frequently would be considered temporary.

The Talmud exempts the doorway of a ship cabin from Mezuzah. Even if one

stays for two months, the dwelling itself is built to be used temporarily. Accordingly, there is reason to consider a bungalow, only built and used for the summer, a temporary dwelling. However, some define the reason a *Sukah* is exempt, because when inside the *Sukah*, one would readily leave it if he is in distress or discomfort. It is, by definition, not the same as his home. Some bungalows might fit this guideline, but one does not leave at a whim. One does not have a permanent house to relocate to when leaving, unless he travels back to his city home.

The Poskim ponder the case of a long term hospital patient. He pays for his room, but according to one of the interpretations of Nir's Keshelo, no onlooker would consider it his own. In the same way, most bungalows are very obviously not owned by the tenant. Accordingly, there should be no Mezuzah requirement.

The Poskim compare a bungalow to a jail cell and a temporary residence when fleeing from a plague. Such a dwelling is truly not desired. The residents want to leave as soon as they can. Vacationers do not necessarily want to go back home, but they do view their residence as very temporary. Thus, some Poskim require a Mezuzah but no Brocha recited. Others seem to require a Brocha. However, they agree that the view that requires a Mezuzah affixed before thirty days (if the resident plans to stay longer) would not make this requirement for a bungalow. Taking all the above factors and arguments into account, it would seem that a bungalow might require a Mezuzah. Due to the doubt, albeit of a Rabbinical obligation, one should affix it. The rewards for the Mitzvah, no doubt, also apply to Rabbinical fulfillment. However, due to this doubt, no Brocha should be recited. [See Sdei Chemed, Klalim, Mem 118. Avnei Nezer Y.D. 180. Igros Moshe Y.D. I:179.]

(C) Removing a Mezuzah

When moving out of a house, one may not remove the Mezuzah from the doorpost. The Mezuzah affords protection to the house. Removing it allows destructive forces to enter. Some commentaries add, the incoming Jewish tenant will not affix his Mezuzah for thirty days. Thus, the outgoing tenant could be liable for harm to the incoming tenant. [Accordingly, if the incoming resident will affix his Mezuzah immediately, the outgoing resident may remove his when moving out.] Removal of a Mezuzah also lowers the level of holiness of the doorpost. It also removes the *Shechina*, divine presence, from the property. It also lowers the level of holiness of the Mezuzah itself. While attached to the doorpost it is serving its holy purpose. [This reasoning would allow moving a Mezuzah from one doorway to another.]

A Jew renting a house from a gentile is obligated to affix a Mezuzah (although

there is a minority dissenting view). When moving out, he should remove the Mezuzah. There is concern that the Mezuzah will be mistreated or not duly respected by the gentile, such as its disposal during renovations. The property is anyhow exempt from the obligation, and even if the next tenant will be Jewish it is not owned by him in the interim. In addition, the gentile, not appreciating the fragility of the Mezuzah, might innocently ruin it irreparably when painting, because liquid or moisture can smudge or erase words. Generally, one is always responsible to prevent abuse to his Mezuzos. The Passuk guarantees long life to those who are careful with the Mitzvah of Mezuzah. This includes protecting it from abuse as well, even if it means removing it from the doorpost. Though not a practical fulfillment of the Mitzvah it is part of the care one should take with it.

If one attached a Mezuzah where he was not really obliged to, may he remove it? Apparently, if one attached a Mezuzah to the doorway of a Sukah, it is like leaving it in a drawer. However, if a room could have a Mezuzah, but the current resident is exempt, may he remove a Mezuzah that he affixed? For example, if one does not plan to stay thirty days in a rented room, he is not obliged to affix a Mezuzah. If he did so, may he remove it when he leaves? May he stipulate when affixing it, that if he is not obliged, the Mezuzah should count as though it is in a drawer? Either way, is our case like a Sukah or like a short term rental?

The Talmud relates, King Munbaz took a Mezuzah with him on his travels. Since he never had a permanent residence, he wanted a memento of a Mezuzah. However, he would not attach it to the doorposts, but to a stick by the doorway. Perhaps, had he affixed it, he would not have been permitted to remove it. Thus, if a residence does not require a Mezuzah, if affixed, it may not be removed.

Another consideration is the security of the Mezuzah. It is clearly exposed to harsh elements during the winter, with no-one around to watch over the Mezuzah should it be at risk of damage. Furthermore, the residences are open and unprotected while empty. The Mezuzos are thus not protected from abuse, even without malicious intent, by local gentiles. This would be sufficient reason to permit their removal. The fact that some people left Mezuzos on their bungalows with no apparent abuse does not exempt one from his personal obligation to ensure their protection. [See Baba Metzia 101b-102a Avoda Zara 14a Yerushalmi Peah 1:1 (4a) Menachos 32b, Poskim. Tur, Sh. Ar. Y.D. 291:2, commentaries.]