

Rules regarding lease/rent

Issue No. 1- Both the giver and the taker of lease should be Baligh and sane, and should be acting with intention and on their free will, and should have the right of discretion over their own property.

Issue No. 2- A person can become agent of another person and give his property on lease on his behalf. Similarly, the parent or the guardian of a minor can give his property on lease, provided that his interest is observed.

Issue No. 3-The formula for lease can be pronounced in any language. For example, the owner says to a person: “I have leased out that property of mine to you for such an amount and for such a period”, and he also says, “I accept it”. It is also sufficient if the owner hands over his property to the lessee with the object of leasing it out, and lessee also takes it.

Issue No. 4- If a person is hired, without reciting formula, for doing some work, as soon as he starts doing that work at the request of the party involved, the hire contract will be in order.

Issue No. 5- A person who has taken a house, or a shop or any other thing on lease, cannot sublet it to someone else, unless such a right has been given to him.

Conditions Regarding the Property Given on Lease

Issue No. 6- The property which is given on lease, should fulfill certain conditions:

1- It should be specific. Hence, if a person says, “I give one of my houses or one of my cars on lease” is not in order.

2- The person taking the property on lease should see it, or the owner should describe its particulars fully.

3- It should be possible to deliver it. Hence, leasing out a horse which has run away and the hirer cannot possess it, will be void.

4- The property should not be destroyed or consumed through its utilization. Hence, it is not correct to give bread or fruits on lease.

5- It should be possible to utilize the property for the purpose for which it has been given on lease. Hence, it is void to give a land on lease for farming which is not fertile or does not have sufficient water for its irrigation.

6- The thing which a person gives on lease should be his own property or he should have authority on behalf of its owner in leasing it out.

Issue No. 7- It is in order to give trees, farms or pastures on lease for utilizing its fruit or grass.

Issue No. 8- A woman can be hired for her milk, and it is not necessary for her to get her husband’s permission. However, if her husband’s right suffers owing to her giving milk (to the child of another person), then, without his permission, it is not permissible.

Issue No. 9- The utilization of the property given on lease carries four conditions:

1- It should be halal. Hence, leasing out a shop for the sale of Alcoholic drinks is void.

2- Paying money should not be paid in lieu of services which deem to be futile in the eyes of the public.

3- If the thing which is being leased out can be put to several uses, then, it should be specified for which one of its uses it is leased out.

4- The period of lease or hire should also be specified.

Issue No. 10- If the time of commencement of a lease is not fixed, it will be reckoned to have commenced after the recitation of the formula of lease, or taking possession of the property.

Issue No. 11- If a thing which has been leased out is delivered to the lessee, but he does not utilize it, he should pay the rent.

Issue No. 12- If a person has been hired to do a task on a specified day, and he avails him on that day to do the job, but the owner of the task does not give him the job and that person remains without work on that day, he should pay him his wages.

Issue No. 13- If a thing taken by a person on lease is lost, or becomes defective, and if he has not been negligent in looking after it nor extravagant in its use, he is not responsible. If, for example, a cloth given to a tailor is stolen, or destroyed in fire, and if he has not been negligent in

looking after it, then, he is not responsible. Otherwise, he is responsible.

Issue No. 14- If a surgeon while operating on a patient or circumcising a child causes a problem to the patient or the child through his negligence, or causes his death, he is responsible. Also, if he makes a mistake and as a consequence of it causes harm, he is responsible. However, if he has not neglected and has not made a mistake, rather, the patient becomes defective or dies due to other factors, he is not responsible, provided that he had acted, in respect to the child, with his guardian's permission.

Issue No. 15- The lessee and the lessor can cancel the lease contract with mutual consent. Also if a condition was laid down in the lease contract that one or both of them would have the option to cancel the contract, they can cancel the contract as agreed.

Issue No. 16- If the lessor or the lessee realizes that he has been cheated, and if he was not aware of the price before, he can cancel the lease contract. However, if a condition is laid down in the contract of lease that the parties will not be entitled to cancel the contract, they cannot cancel it.

Issue No. 17- If the lessor or the lessee dies, the lease contract does not become void, and that right remains for their heirs till the end of the lease contract. However, if they have laid a condition that the lessee himself uses that property not anyone else, then, the owner of the property is entitled to cancel the remaining period.
