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The Rules of Leasing– Renting– Hiring (Ijaarah)

Issue 752: A person consigning the usage of his property or a person consigning the usage of himself for another is called Ijaarah (renting, leasing). It is conditional that the lessor (Mu'ajjir) and lessee (Musta'jir) both be mature (Baaligh), sane ('Aql) and not compelled (meaning, they establish the lease agreement voluntarily and willingly). And that they not be prevented from utilizing their properties (in other words, they should not be placed under financial management out of compulsion). According to this, the lease agreement of a imbecile (Safeeh) is invalid who is incapable of managing his affairs in this situation properly so he does not use it foolishly.

Issue 753: It is permissible for people to become a representative (Wakeel) on behalf of another in order for a lease agreement to take place. Likewise, it is permissible for the guardian of a minor or his custodian to lease (the immature child's) property with the condition that he is mindful of his interests. The precaution is that the period after the maturity of the minor is not entered into the period of the lease except with that the interest of the minor is not realized.

When the minor has no guardian or custodian, it is obligatory to seek the permission of the Religious Authority (Al-Haakim Ash-Shar') in the minor's affairs. When it is not possible (to obtain permission) from the just Jurist (Mujtahid 'Aadil) or his representative, it is permitted to seek the permission of a just Muslim who is mindful of the interests of the minor.

Issue 754: It is permissible to execute the lease contract in the 'Arabic language or Persian or any other language. For example, the lessor says to a person: I will rent my such and such property for such and such amount for such and such period of time. Then, the other side says: I accept. Or this is translated into Persian or another language.

Issue 755: When a person hires out himself to perform a job without executing the Seeghah of Ijaarah. Then, merely engaging in a action by the request of the other side, the hiring is proper.

The Conditions of Ijaarah

Issue 756: A number of matters are conditional in things that are rented/hired:

- 1) That (details of the lease, rental or hiring) must be specified, for example, if it is said: I will rent you one of these houses or one of these cars, it is not proper.
- 2) It is obligatory that the lessee see (the property) or the owner describe its characteristics completely.
- 3) That it is possible for the lessee to take possession of (the property). Thus, when a runaway horse is rented and it is not possible for the lessee to take it, the rental is invalid.
- 4) That the benefit of that (thing rented, leased or hired) is not exhausted by its usage. According to this, it is not proper to rent bread or fruit.
- 5) That the utilization and benefit of that is possible. Therefore, it is not proper to lease land for farming when it is unsuitable for agriculture or there is an insufficient quantity of water.
- 6) That the thing sought (to rent/lease) is the possession of the lessor or he is a representative (Wakeel) or guardian (Waliy) in its rental/hire.

Issue 757: A few matters are conditional in the benefit for one who rents/hires something:

- 1) That (the benefit) be lawful. According to this, it is not proper to lease a store or rent a car in order to profit from it in the production of alcohol or its transportation.
- 2) That the offering of property in exchange for (what is rented/hired) is not in jest in the common view.
- 3) When the benefit of something is varied, it is obligatory to specify what the lessee will acquire. For example, when an animal is hired it can be used for hauling, carrying, riding or drawing something. It is obligatory to specify which of these aims are to be realized according to the rental agreement.
- 4) It is obligatory that (both parties) specify the time period of the lease/hire agreement.

Issue 758: When the beginning point of the rental/hire agreement is not specified, the beginning point will be after the execution of the Seeghah or after taking possession of the property directly.

Issue 759: When a house or property is leased for a year, for example, and the beginning of the agreement is a month after the execution of the Seeghah of lease/rental, it is proper although the house or property is rented to another person at the time of the execution of the Seeghah of lease/rental.

Issue 760: When the lessee says: (I will rent the house for this month for one thousand dollars and whatever I remain beyond this period, the rent is from this same amount.) The agreement is proper with relation to the first month only because the remaining time was not specified. However, when the first

month was also not specified and it was only said: Every month (I will rent the house) for one thousand dollars, the agreement is fundamentally invalid.

Issue 761: The hotels in which people do not know how long they will stay, when it is established that each night is ten dollars, for example, and both sides are agreed with that amount, there is no objection in that. However, in that they have not specified the period of time of the agreement it is not proper. According to this, as long as the owner of the hotel is agreed, it is permissible to remain there, otherwise, he does not have the right to remain. As for when they had specified the number of nights from the beginning, it is permissible for him to remain until the end of that time period.

Issue 762: When that thing rented/hired or whatever is acquired from it is defective, if there was no negligence in its preservation and no excess in its usage, the lessee is not liable. For example, when material is given to a tailor, then, a thief steals it or it is burned by fire, if it is not due to the negligence of the tailor, he is not responsible. As for when it is ruined in the (lessee's) hand due to the effect of an error or another cause, he is liable except that the defect due to something itself. Meaning that the material is of a kind that spoils and becomes defective when it is exposed to ironing. In this situation he is not liable when it is ruined.

Issue 763: When an injury is associated to a sick person or a child or there was death by reason of the negligence of the doctor at the time of performing an operation on a patient, or at the time of the circumcision of a child, the doctor is liable. Likewise, when he erred and the error became the reason that the injury is associated to the patient. However, when he is not negligent nor commits an error and there is an injury related to the patient or the patient died from the effects of other activities, he is not liable with the condition that his undertaking in regards to the child is within the scope of the permission of child's guardians.

Issue 764: When a doctor describes a remedy to a patient and he orders him to do something or drink a medication or he gives him an injection, if he makes an error in the treatment and an injury is associated with the patient, or the patient dies, the doctor is liable.

Issue 765: So that doctors and surgeons are not liable when they make mistakes in treatment and surgery it is permissible for them to state to the patient or its guardian that they will never be liable when an injury is associated to them inattentively (meaning a mistake). If the patient and the guardian accepts that, then in this situation when the necessary precautions are observed and an injury is associated with the patient or the patient dies, the doctor or the surgeon is not liable.

Issue 766: The rent/lease agreement is not invalidated by the death of the owner of the property or the lessee. That (agreement) remains as the right of their inheritors until the end of the period of the lease/rental. However, when it was conditional that the lessee is the one who benefits from that property and no other, it is the right of the owner of the property to cancel the rent/lease agreement in the remaining time period.

Issue 767: When an employer authorizes a contractor to hire workers for construction, then, if the contractor takes more than what he had given them for the work, it is unlawful. However, when he had agreed to complete the construction of structure for a sum and that sum was more than the expenses of construction of the structure, it is permitted and there is no objection in it.

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