172562 - Ruling on renting for an indefinite period; and what is the maximum length for renting?

the question

Rental contracts for an indefinite period are invalid; so what is the maximum length that is allowed in a rental contract?

Detailed answer

Praise be to Allah.

One of the conditions of a rental being valid is that it should be for a definite period, such as one or two years. If it is indefinite, such as saying, “I will rent out my house or my shop to you for as long as you live” and so on, the rental contract is not valid.

Ibn Qudaamah (may Allah have mercy on him) said: If rental is for a period of time, then it must be definite, such as a month or a year. There is no scholarly difference of opinion concerning that as far as we know, because the period is the guideline for the contract, so it must be known.

End quote from al-Mughni, 5/251

Secondly:

There is no maximum limit for a rental contract for renting out of specific property. The rental contract is valid for however long the stated period lasts, but that is subject to the condition that it is thought most likely that the place rented will continue to exist.

Ibn Qudaamah (may Allah have mercy on him) said:

There is no maximum period for rental; rather it is permissible to rent out a property for as long as it will continue to exist, even if that is a long time. This is the view of all scholars, except that the

companions of ash-Shaafa‘i differed concerning his view, and some of them said that he had two opinions, one of which is like the view of all of the scholars, and this is the correct view.

The second view is that it is not permissible for longer than one year, because there may not be any need for more than that.

Some of the scholars said that he had a third view, which is that it is not permissible for more than thirty years, because usually properties do not last for more than that, and prices and rents change.

Allah, may He be exalted, tells us that Shu‘ayb (peace be upon him) said: “… on condition that you hire yourself to me for (the term of) eight years. Then if you complete ten it will be of your own accord” [al-Qasas 28:27].

And what was prescribed for those who came before us is also prescribed for us, so long as there is no evidence to show that it has been abrogated.

If a contract may be valid for one year, it is may also be valid for longer than that, such as contracts of buying and selling, marriage, and sharecropping. There is no evidence to suggest that it should be limited to only one year or thirty years, or less than that, or more than that.

End quote from al-Mughni, 5/253

It says in Zaad al-Mustaqni‘: If a person rents a house and the like for a certain period, even if it is for a long time, and it is thought most likely that the property will continue to exist during that time, then it is valid.

Shaykh Ibn ‘Uthaymeen (may Allah have mercy on him) said: Whether it is thought that the people who are party to this contract will still be live or not, such as if he rents out this house for a period of sixty years, then the rental is valid, because it is thought most likely that the house will continue to exist for sixty years, especially if it is made of concrete and is new. So if it is most likely that it will continue to exist, then renting it for this period is valid. However, if it collapses before the end of that period, then the rental contract is nullified, because the property the

contract refers to has been destroyed, and the renter is entitled to compensation for the period he paid for but did not complete.

The words “if a person rents a house and the like for a certain period, even if it is for a long time, and it is thought most likely that the property will continue to exist during that time” mean that if he rents it out for a long time but thinks it most likely that it will not continue to exist during that time, then the apparent meaning of the author’s words is that the rental contract is not valid. … If he rents a camel to him for a period of fifty years, then it is not valid, because camels do not live for fifty years; or if he rents a car to him for one hundred years, it is not valid, because cars do not usually last that long, unless he does not use it at all, which is another matter altogether; but if he does use it, it will not last for this period.

The author stipulated that in the case of renting out something for a period of time, he should think it most likely that the thing will continue to exist during that time. If he does not think that it is most likely that it will continue to exist, then the contract is not valid, because the renter is not going to be able to make full use of the item during that period, and one of the conditions of rental contracts is that it should be possible to make full use of the item during the specified period. However, if a person rents something out for a period during which it is thought most likely that the thing will continue to exist, but it does not, then the contract is nullified and the renter no longer has to pay rent for the remainder of the period.

End quote from ash-Sharh al-Mumti‘, 10/47

And Allah knows best.