teer service groups or political campaigns do not have a defined owner at all. They are supported by voluntary donations with no single person actually gaining a title of owner. Furthermore, communal institutions are always owned by Jews. Non-profit organizations could have gentile members or donors. At best, it is a partnership of Jews and gentiles.

For some *mitzvos* connected to ownership, the personal obligation is limited to one in sole possession. In particular, the Torah sometimes uses a singular form, such as *baise**cha** uvishe'are**cha***, **your** ... indicating individual obligation. Accordingly, if a plural form is used, the *mitzvah* can apply to partners. In the case of *mezuza*, the Torah links observance to longevity, written in plural form: *lema'an yirbu yemai**chem***. However, the singular form used for the doorways must teach us something as well. In other such instances, the *mitzvah* is limited to partnerships of Jews, and excludes partnerships with gentiles. The Talmud does not specify this in the case of *mezuza* on a Jewish-gentile shared property, giving rise to a debate.

A gentile is not obligated to affix a *mezuza.* One should not give him one, or leave it in his care. Aside from the reason mentioned earlier that he might mistreat it, there is another reason not to give it to him. *Mezuza* is a *mitzvah*, but it also affords protection to the home as a fringe benefit. The gentile probably wants it for its protection alone. This demeans the *mitzvah* aspect. These are part of the reason a part-gentile-owned property is not eligible for *mezuza.* A second factor is that most partnerships may be split. Thus, even before splitting, there is a distinct 'independent' part owned by the Jewish partner, that might carries the *mitzvah* obligation. The Jew would therefore be obliged due to his own share. A doorway cannot be divided. Since it cannot be viewed as the independent share of the Jew, it must be viewed as a gentile's. Accordingly, most poskim exempt such partnerships from *mezuza.* A minority maintain that the Jew still needs the protection.

Accordingly, it is difficult to see why the Jew in our case should be obliged to affix a *mezuzah.* Assuming the organization paying the rent will not object, he might be permitted to affix it anyhow, voluntarily. He could not recite a *brocha.* He might have some sort of obligation due to *maris ayin*, the appearance of impropriety. Jews might wrongly suspect him of neglecting an obligation if he has no *mezuzah.* In a sense, this si the basis for a tenants Rabbinical obligation, based as it is on *nir'is keshelo.* On the other hand, he might be inviting *aivah*, anti-Jewish sentiments, if he does this. This can only be determined by the person in the situation, using his own judgment. [See Refs to A & B. Halochoscope II:29 XI:41. Chovas Hadar 3:6-11, notes.]

In conclusion, it seems that this Jew need not affix a *mezuzah*.

On the Parsha ... *Like a king who decreed that his son may not enter the entrance to his palace. Together they enter the gate, then the courtyard, then the hall, when they come to the door to the inner chamber, the king says "You are forbidden to go any further!" [Rashi 27:12].* It seems that Eretz Yisroel is compared to Hashem's inner chamber. All the other doorways do not count as a violation of the vow. The inner chamber is like the permanent personal residence. Perhaps other doorways of a palace are considered public property. The king, as head of the government, is not like the personal resident there.

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HALOCHOSCOPE

This week's question:

A Jew has an office, with his name on it. The rent is paid by a non-profit organization. Legally, the Jew may not claim the money raised by the organization as his personal money. The organization is not Jewish, but some Jews donate money, and some Jews are involved in running the organization. While the Jew has no control over actual rental, the decisions are deferred to him. Must this office have a *mezuzah* affixed?

The issues:

***A) Mezuzah* – who is obligated?**

B) Who is considered 'at home' in the house?

C) Non-profit organizations

Much of this is reproduced from Halochoscope Volume XII Number 38.

A) Mezuza

The terminology used by the Torah is to affix the *mezuza* to the door-posts of '*baise**cha** uvishe'are**cha***, **your** doors and **your** gates'. The Talmud derives from here that there are two conditions for the obligation: one must own the house, and he must live there or otherwise occupy it. It must be considered livable by normal residents. This includes storage areas that could be lived in, or are used for living-related purposes. Offices, some garages (when used to store indoor type items, rather than cars and lawnmowers) and many types of warehouses are included. All rooms that meet the minimum dimensions and have the correct type of doorway require a *mezuza* on their door-post.

An owner is obliged to affix a *mezuza* when he occupies the premises. A tenant is only obliged at the end of the first thirty days of residence, except those who rent in Eretz Yisroel. This will encourage the quick resettlement of the home, if the tenant leaves, and will help *yishuv* Eretz Yisroel, the settlement of Israel by Jews. If one affixes a *mezuza*, it will stay when he leaves (see below). It is easier for a landlord to find a new tenant if the doorway has a *mezuza*. Therefore, rather than wait thirty days, by which time the current tenant might have changed his mind, the obligation begins immediately.

Outside Eretz Yisroel a tenant is obliged only after thirty days. In a minority view, the term *baisecha*, your house, only applies to living, implying permanent residence. A renter could be viewed as having taken up temporary residence, until he stays for thirty days. This view considers the obligation on a tenant after thirty days the same as an owner – Scriptural, according to some commentators. The majority consider a tenant obliged Rabbinically. The best known interpretation of this Rabbinical obligation is that the home is *nir'is keshelo*, resembles his own house. Accordingly, it was felt necessary to impose a Rabbinical obligation. For the first thirty days of occupation, this appearance does not show. This can be explained in two ways: The onlooker knows that the tenant did not own this house previously. He considers him a mere lodger. After thirty days, the onlook-

er assumes that the house belongs to him. The other way to explain it is that the onlooker might know that he is renting. Nonetheless, he considers a long term tenant to be a resident, tantamount to an owner, living in *his* house! Besides, a rental agreement is like a purchase for a limited time period. This perception is sufficient to warrant a Rabbinical obligation. A third theory compares renting to borrowing, that is *nir'is keshelo* after thirty days. This requires one living in borrowed space, free of charge, to affix a *mezuza.*

There is a view that if a tenant has agreed to rent for a year, even outside Eretz Yisroel, he must affix a *mezuza* immediately. The reason a regular tenant does affix his *mezuza* for the first thirty days is due to the temporary nature of his residence. One who signs a lease for a longer period has committed to a more permanent residency. Others contend that this is based on the minority view that a tenant has a Scriptural obligation.

There is some debate on a whether a tenant who chooses to affix his *mezuza* before the end of the first thirty days may recite a *brocha.* Not being obligated, can he say '*vetzivanu*', [Hashem] commanded us, when doing the *mitzvah*? May he accept the *mitzvah* voluntarily, and recite a *brocha*? [See Shabbos 22a Pesachim 4a Yuma 11b 21a 26a Menachos 44a Chulin 110b 135b-136a, Poskim. Chinuch 423. Tur Sh Ar YD 286: esp. 22, commentaries. Avnei Nezer YD 180.]

B) Who is considered an occupant?

Occupying premises means living there or using them regularly. A temporary dwelling, such as a *sukah* on *sukos*, is exempt from *mezuza*. The Talmud and poskim cite a 'store in the marketplace' as an example of a place that is exempt. Some attribute this to its temporary nature, something like a booth. According to this, a regular store would require a *mezuza.* Others say that a store is not used by night. Some maintain that if it can be used for storage all the time, it is not exempt. According to some, daily use is automatically considered permanent 'dwelling'. Others maintain that daily use is the issue being debated. Premises used less frequently would automatically be considered temporary.

The Talmud exempts the doorway of a ship's cabin from *mezuza*. Even if one stays on board for two months, the 'dwelling' is, by definition, built to be used temporarily. The Talmud seems to obligate a hotel guest only in Eretz Yisroel, and only after thirty days, (as opposed to a tenant in Eretz Yisroel who is obliged right away.) However, some maintain that the reason a hotel guest is not obliged in Eretz Yisroel for thirty days is because he is even more temporary. After thirty days, he is considered permanent enough to be obligated Rabbinically, both inside and outside Eretz Yisroel. In addition, some maintain that this only applies to those lodging in a gentile-owned hotel. A Jewish owner is obliged to affix the *mezuzos* rather than to wait for guests to do so. Though this might not be the consensus, it seems that a homeowner must affix *mezuzos* on door-posts of his guest-rooms. The guests who do not pay are part of his household.

The poskim ponder the status of a long-term care patient in a hospital facility. He pays for his room, but no-one really views it as his own. Some suggest that the chance of his being moved at the whim of the facility administrator is also a factor. Another case discussed by the poskim is a jail cell or a temporary residence when fleeing an epidemic. These are undesired dwellings. In fact, the Talmud discusses the short term lodgings of the *kohain gadol* in the *Bais Hamikdash* prior to *Yom Kippur*. The poskim also discuss a summer home, used for a short term, and having some of the aforementioned factors.

In our case, the Jew working in this office is not a guest. He is not an employee either. His status is similar to a member of a household. However, he is not the homeowner. He will not be paying a rent or a lodging fee. The tenant is a non-profit organization. They pay the rent. The obligation really rests with the organization. The Jew has a certain amount of independence, but this does not make him the 'owner', or even the 'paying occupant'. He has no personal obligation of *mezuza.* If he wishes to affix a *mezuza* anyhow, he may not recite a *brocha.* [See Yuma 10a-11b Menachos 44a, Poskim. Tur, Sh. Ar. YD 286:1 11 16 18 22 23 287:2, commentaries. Ar Hash. Sdei Chemed Kl. Mem 118. Avnei Nezer YD 180. Igros Moshe YD I:179. Chovas Hadar 2:1 4:5-7, notes.]

C) A non-profit organization

There exists some precedent for the halachic ownership status of a non-profit organization. This includes the the usual communally run institutions. We mentioned the *mezuzah* on the lodgings of the *kohain gadol* in the *Bais Hamikdash.* His status was very similar to that of the Jew in our case. The Talmud indicates that there could be an obligation to place a *mezuzah* there, if not for the other considerations. Similarly, the gates of cities require a *mezuzah*. *Shuls* are exempt only due to the lack of *tashmish dirah*, true 'living' quarters. Schools require a *mezuzah.*

Hotels require *mezuzos*, but it is the duty of the owner. The poskim discuss long term guests, and hospital patients with their own quarters. A hospital [long term care] or jail resident is being 'housed' in a very literal sense. Either the owners affix a *mezuzah*, or it could be the personal obligation of the resident. In our case, the Jew has a residence. This office is where he works. Usually, a worker need not place a *mezuzah* on his office if he does not own or rent it. If there is a non-observant Jewish owner, the worker might affix a *mezuzah* in the capacity of a *zocheh*, voluntary agent of the true obligant.

The poskim discuss a camp set up by the government during an epidemic. The camp has an administrator who does not own it. The residents might be Jewish. They can be moved from one residence to another against their will, at the discretion of the administrator. The question is whether the residents are obliged in *mezuzah.* Our case does not really involve a resident. Rather, the person is something like the camp administrator. He does not live in the space, though he uses it for office work, a type of *tashmish dirah.* The residents of the camp might not have to pay, but are clearly residents, though some consider them temporary. This would relieve them of the obligation. A resident has autonomy in his home. Our case does not involve a resident in that sense. Therefore, if an obligation would exist, it would apply to the organization rather than the Jew.

Other cases where *halachic* ownership is in question include the estate of a deceased person before it has been divided by the heirs, the status of *Bais Din* during *shvi'is*, and *hekdesh*, consecrated items that are 'owned' by Hashem. *Tzedakah* is also discussed, in the sense that it 'belongs' to the poor for whom it was collected. Issues arise with surplus funds and with disbanded communities.

Limited liability companies and corporations are also discussed by the poskim. The issue of ownership arises with regard to issues such as cancellation of debts during *shvi'is* and *chometz* kept in possession during *Pesach.*

However, a communal organization is owned by the community. Representatives are elected or appointed according to an agreed formula. Advocacy groups, charities, volun-