

Question: Someone rented a banquet hall for a bar mitzvah but was then unable to have the event due to the governmental restrictions on public gatherings as a result of Covid-19. Can he get his deposit back according to the halacha?

Answer: As we mentioned in the previous session, there is a discussion among the *poskim* whether a landlord can keep a deposit in a rental if the tenant could not make use of the property due to a major catastrophe.

However, some *dayanim* feel that a simcha hall rental is different and there is no basis for the hall to keep the deposit (and certainly not the entire fee, if paid in advance). Their reasoning is that the use of the hall is not an actual property rental.

For example, if one rented a hall in Eretz Yisrael, (where a tenant is obligated to put up a *mezuzah* on the first day) we would not say that he is obligated to put up a *mezuzah* (if it did not have one beforehand).

Rather, one is simply paying to have the right to hold an event there, similar to buying a ticket to a museum, which gives one the right to enter the museum without transferring ownership in any way. Therefore, there is a strong argument to be made that just as a museum that was closed due to Covid-19 would certainly refund the ticket, so too the hall should be required to refund the deposit.

Question: What is the status of a deposit made to a caterer? Must this deposit be returned?

Answer: There is even less basis for a caterer to keep a deposit than the simcha hall, where one could possibly make an argument for the hall to keep it. If the caterer was not able to provide food for an event, there is no reason for the caterer to be allowed to keep the deposit.

The only exception might be if the caterer already spent money to purchase some of the necessary goods or foods in advance. With regard to these expenses already entailed, one could make an argument that the *ba'al simcha* should be

liable for these expenses, which were incurred on his behalf. Typically, in a case of cancellation where it is not one's fault at all, one would not be obligated to reimburse the caterer for such expenses, since it is *garmit b'ones* (indirect damage caused not through one's own fault). But in the case of a deposit, perhaps it is different, as the purpose of a deposit may be to ensure that the caterer feels secure in purchasing necessary items despite the fact that the strict halacha might not allow for compensation in cancellations. Due to the complexity of the issue, one should ask a *shaila* about this point.

Question: Would the halacha be different if there is one package for the hall, caterer, and other services, such as a musician, all together?

Answer: Even in this case, the contract often breaks down each of the components into a separate fee, and the halacha would therefore view each of them differently as well, in line with the guidelines discussed above. If the same person actually provides all the services together and its truly one bundled fee, a *shaila* should be asked.