

WHAT'S THE LAW?™ – ISSUE 163: THE LIVING LEASE, BILLING BUILDUP & THE THERAPIST'S MORAL DILEMMA

CASE # 281: BILLING BUILDUP

Tenant Tony entered in to a rental agreement with Lenny Landlord LLC for a four bedroom apartment in the Highgrove House on Forest Street in Downtown Stamford, Connecticut. Wishing to be freed from trivial claims and charges, Lenny included a clause in the contract absolving him from paying for repairs under \$100.

Rather disturbed over the recurrent small repairs, Tenant Tony decided enough was enough.

Patience is a virtue! Tony waited to call his handyman until he had four minor repairs for him to do, then presented Lenny with a \$160 bill.

WHAT'S THE LAW?

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CASE # 280: THE LIVING LEASE

A friendly Manhattan Ft. Washington Avenue fixture; Mr. Green renewed his two-year lease religiously since he turned thirty in 1950.

Sixty-five years later, on February 5th 2013, with ten more months left to his lease, Mr. Green was invited to take up residency in a beautiful abode up-high.

- ***Are Mr. Green's heirs required to pay for the remainder of the lease term until the landlord can find a new tenant?***

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LAST WEEK'S CASE # 279: THE THERAPIST'S MORAL DILEMMA

The news leaked. Excitement was thus abounding in the Yerushalayim apartment building; as Shira Berger was

about to officially announce her engagement in but two hours. Some of the neighbors even figured out to whom. As most of the neighbors

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began baking for the “surprise” event later that evening, Avraham Weiner seemed awfully perturbed.

“The fellow is my client,” Avraham thought to himself, “and he’s not emotionally stable. In my personal professional assessment, I don’t believe that he is ready to get married, but as a professional, I am forbidden to disclose confidential information about my patients.

If I let this relationship materialize, I may be guilty of standing idly by my brother’s blood, *lo saamod al dam re’acha*, but if I disclose information, I will breach the trust, destroy my client, jeopardize my job as well as the entire field of mental health if the public loses faith in the ability for therapists to respect the confidentiality of their patients.”

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THE ANSWER:

Avraham may not divulge the information to Shira. Optimally, he should attempt to convince his patient to be strait forward with Shira. Otherwise, the most he would be able to do is benignly drop a warning signal PROVIDED there is absolutely no way that anyone would discover that his information stems from servicing his client.

Detailed Explanation

Contemporary Poskim [heard from Rav Yitzchak Berkovits Shlita] explain that should the public discover that therapists cannot be trusted with their confidentiality, there is a grave likelihood that people will Heaven-forbid stop seeking professional mental health when appropriate.

Such a phenomenon is an issue of *pikuach nefesh* for the public; putting the lives of the public at stake.

While Avraham is faced with a prohibition of *lo sa’amod al dam re’acha*; do not stand idly by your brother’s blood [Vayikra 19: 19, Sanhedrin 73a] by not

warning Shira of what may loom ahead of her; he cannot proactively intervene to save Shira’s life at the expense of jeopardizing the safety of the public.

Instead, he should fulfill both conflicting prohibitions by attempting to convince his client to be forthcoming with Shira.

If there is a way for him to raise a “red flag,” perhaps even indirectly, to Shira in a manner that NO ONE will realize that the fellow is his client/ his reasoning stems from his professional understanding, (which is arguably quite difficult) he should do so [Chazon Ish].