



*AMJA Declaration Regarding Counting
Uncollected Rent As Zakat*

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Q. Due to the coronavirus (COVID-19) pandemic, many tenants are having difficulty paying their rent due to a reduction in their incomes or because of having lost their jobs/businesses altogether. To what extent is it permissible for a landlord to forgive their tenant's unpaid rent and count that forgiven amount against the Zakat money owed by the landlord?

A. In the name of Allah, Most Gracious, Most Merciful.

All praise is due to Allah, and may His peace and blessings be upon His Messenger, his family and Companions, and those who followed.

Counting forgiven debt against one's zakat is a matter which the scholars have differed. The majority of scholars do not permit it, and this is for several reasons:

- First of all, the forgiver of the debt is in essence reviving his “dead money” (i.e., the bad debts) through Zakat.
- And by doing so, he has made the right of Allah SWT (i.e., the zakat) a means by which he benefits himself.
- He is also in essence using the Zakat alternative here as a means of recovering his own money fully and protecting his own wealth from any decrease.
- It also causes the debt forgiver (in this case, the landlord) to be no different than the one who aims to give charity from his impure wealth (obtained through haram means) as opposed to giving it from his good, pure wealth (obtained through halal means).
- And finally, “forgiving” debts is not the same as “giving” money to someone.

However, some Shafi’ee jurists have said that it is permissible for a creditor to count debt that one forgives an insolvent debtor for against the Zakat money that the creditor owes. This opinion was mentioned by Imam al-Nawawi in his book *Al-Majmoo’* (6/211). This is also the view of al-Hasan al-Basri, ‘Ataa’, and Ibn Hazm, may Allah’s mercy be upon them all.

And no doubt, by taking the safer approach and not counting forgiven debt against Zakat, one avoids this controversy. It is indeed legislated for the lender who gives a loan in good faith to be patient with the insolvent debtor who is unable to repay the debt. Allah SWT has said, “And if someone is in hardship, then [let there be]

postponement until [a time of] ease. But if you give [from your right as] charity, then it is better for you, if you only knew” (2:280).

So it is preferred for the Muslim lender/creditor to forgive some, or all, of the insolvent debtor’s debts. By doing so, the creditor should expect the reward from Allah SWT without counting this debt forgiveness against the Zakat money he owes.

However, looking at the widespread difficulties caused by this pandemic, and bearing in mind that:

- The debtors (i.e., the tenants) will truly benefit by having their debts (i.e., the unpaid rent) forgiven, because it does contribute to covering one of their essential needs, which in this case is their own debt relief; and
- It is possible that lenders (i.e., landlords) might attempt to seek the eviction of their tenants, or at the very least threaten and harass them with that possibility, for not paying the rent when due.

It is for these reasons the Committee feels that if the lender (landlord) refuses to postpone the collection of rent owed by their tenants, even after admonishing and advising the landlord to do so, we can take the view of allowing debt forgiveness to count against one's Zakat as a concession and a means by which we can ease the hardship of insolvent tenants. Indeed, the Quran has referred to debt forgiveness as sadaqah (charity) in Surah Al-Baqarah: “But if you give [from your right as] charity, then it is better for you, if you only knew” (2:280).

[And Allah the Exalted knows best.](#)