

# How to get security deposit refund without deductions



**LEGAL VIEW**  
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**Q:** I vacated my apartment in International City on October 9, 2018. The real estate company, which is managing the apartment, assessed the flat and informed me that it would be deducting Dh2,350 from my security deposit of Dh2,500. I argued that I had handed back the flat in exactly the same condition as I received it at the time of commencement of tenancy period, except for some reasonable wear and tear. In the end, I had to accept back Dh150 as my balance deposit. I have been requesting the real estate company to show me proof that it had carried out maintenance works worth Dh2,350 as they claimed, but I am yet to receive any response. How are real estate companies legally allowed to calculate what to deduct from security deposit amounts? Is there a maximum charge they can deduct? If I am not satisfied with their calculations, how do I challenge it?

**A:** Pursuant to your queries, it should be understood that maintenance of the rented apartment is the responsibility of the landlord or the real estate company, which maintains the rented premises on behalf of the landlord. This is in accordance with Article 16 of the Law No. 26 of 2007 regulating the relationship between landlords and tenants in the emirate of Dubai (the 'Dubai Rental Law'), which states: "Unless otherwise agreed by the parties, the landlord will, during the term of the lease contract, be responsible for the real property maintenance works and for repairing any defect or damage that may affect the tenant's intended use of the real property."

Further, the landlord (real estate company) is entitled to deduct an amount from the security deposit collected from the tenant at the time the tenant vacates and hands over the rented apartment, if the flat is damaged. This is in accordance with Article 20 of the Dubai Rental Law, which states, "When entering into a lease contract, the landlord may obtain from the tenant a security deposit to ensure maintenance of the real property upon the expiry of the lease contract, provided that the landlord undertakes to refund such deposit or remainder thereof to the tenant upon the expiry of the agreement."

However, as a tenant, you are entitled to receive your entire deposit refunded from your landlord (real estate company) if you are satisfied that the apartment, while hand-

ing over after the completion of tenancy period, has only reasonable wear and tear and the damage is beyond your control. This is in accordance with Article 21 of the Dubai Rental Law, which states, "Upon the expiry of the term of the lease contract, the tenant must surrender possession of the real property to the landlord in the same condition in which he received it at the time of entering into the agreement except for ordinary wear and tear or for damage due to reasons beyond the tenant's control. In the event of dispute between the two parties, the matter must be referred to the tribunal to issue an award in this regard."

The real estate company should substantiate their claims of deduction from your security deposit for maintenance of the apartment for damages beyond reasonable wear and tear. Based on the aforementioned provision of Dubai Rental Law, you may approach the Rental Dispute Centre (RDC) at the Dubai Land Department and file a complaint against your landlord stating that the real estate company has deducted Dh2,350 from your security deposit without providing valid justification. You are further advised to take with you to the RDC, Dubai all the correspondences (e-mails and/or letters) with the real estate company related to your claim on the security deposit. The owner may provide details of expenses incurred to restore the apartment to its original condition in support of their argument, before the RDC.



## Know the law

After the lease contract expires, the tenant must surrender possession of the property to the

landlord in the same condition in which he received it at the time of entering into the agreement, except for ordinary wear and tear or for damage due to reasons beyond the tenant's control

## Employer must bear recruitment expenses, including labour card fees

**Q:** My wife and I are Dubai residents. Both of us have got visas to migrate to a different country. My wife, who works at a school, resigned on February 28 and is currently

servicing her one-month notice. However, her employer has informed her that she'd need to pay Dh2,700 as charges for the labour (employment) card. If she doesn't pay the amount, the school has said that they will deduct it from her gratuity. Is this legal?

## Know the law



The employer shall sponsor and be responsible for the recruited employee, the bearing of his recruitment expenses and his employment in accordance with the employment contract

**A:** In the UAE, the cost of recruitment of an employee should be borne by the employer and the employment card charges are part of the recruitment expenses.

This is in accordance with Article 6(a) of the Ministerial Order No. 52 of 1989 pertaining to rules and procedures to be adopted at the labour permit sections with respect to the recruitment of non-national labour for employment in the UAE, which states: "An undertaking from the employer to the effect that he shall sponsor and be responsible for the recruited employee, the bearing of his recruitment expenses and his employment in accordance with the employment contract in a way not prejudicing the provision of the Federal Law No. 8 of 1980 referred to herein."

In view of the aforesaid, your wife may inform her employer that he/she must bear the cost of the employment card.

In the event the employer does not agree with your wife's request and deducts the said employment card charges from her gratuity payments, she may approach the Ministry of Human Resources and Emiratisation and file a complaint against her employer.

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