

# Cancel any GCC country visa before applying here



## LEGAL VIEW ASHISH MEHTA

I am working in Kuwait with a Kuwaiti residence visa on my passport. Recently I got an offer from an Abu Dhabi company and I want to come to the UAE. Can I come to the UAE without cancelling my Kuwait residence visa? Will I be able to get a UAE residence without cancelling Kuwait residence visa?

It is assumed that you are holding an employment visa issued by the authorities in Kuwait. As per the existing regulations a person holding residence/employment visa issued by any one member country of the GCC should not be issued an employment visa from another member country of the GCC. Therefore, in order to obtain an employment visa from the United Arab Emirates you should cancel the employment visa held by you from Kuwait.

### Landlord within rights to increase rent

My current Dubai based tenancy contract is due for renewal for the second year in August 2013, and until now the landlord has not made any contact with me. However, I have recently spoken to his property agent and he told me that the landlord wants to increase the rent. I told him that according to the law, rent can only be increased after the completion of two years. Then he told me that the landlord wants to sell his apartment, so he will add the clause of allowing a potential buyer to view the apartment from inside, in the new contract. I would like to know if he can insist on increasing the rent at the time of signing the first renewal. And should I agree to add the above new clause of viewing in the new contract? Lastly, if he sells the apart-

ment in the next few months, then what will happen to my tenancy contract?

It is understood that your tenancy contract is due for its first renewal in the month of August this year. However, your landlord is within his rights to increase the rent at the upcoming renewal of the tenancy contract.

It was in accordance with Article 9 of Dubai Law No. 26 of 2007 Regulating Relationships between Landlords & Tenants in the Emirate of Dubai (the "Tenancy Law") that the rent could be increased only after two years. It stated: "Landlord and tenant must specify rent value in the tenancy contract, and should not increase such rent value or amend any of tenancy contract conditions till the elapse of two years from date of inception of original tenancy relationship."

However, by virtue of certain amendments to the Law No. 33 of 2008 (Amending some provisions of Law No. 26 of 2007), the aforementioned Article 9 has now been amended to read as follows: "1. Landlord and tenant must specify rent value in the tenancy contract. If both parties have not specified the same or if it becomes impossible to prove their agreement then rent shall not be as per the similar rent.

2. The Committee shall specify the similar rent in accordance with the standards of specifying the rent increase percentage applied by the Agency and in accordance with the general economic circumstances in the Emirate, and pursuant to the property status, the similar market rent in the same area and in accordance with any valid legislation in the Emirate regarding properties, rent and any other factors the Committee may decide."

Pursuant to the amended Article

9, the two-year time limit for increase of rent is currently not applicable and rent may now be increased annually.

However, the annual increase in rent should be in accordance with the aforesaid Article 9 (2). The maximum cap to increase rent have been provided in Article 1 of the Decree No (2) of 2011 of H.H. Ruler's Court (Govt. of Dubai) which states: "The maximum rent increase percentage of property units in the Emirate of Dubai leased before the enforcement of this Decree shall be as follows:

a) There should not be any rent increase, if the rent for the real estate unit is up to 25 per cent below the average similar rent.

b) If the rent value was 26 per cent to 35 per cent less than the average similar rent; the maximum rent increase shall be equal to 5 per cent of such value.

c) If the rent value was 36 per cent to 45 per cent less than the average similar rent; the maximum rent increase shall be equal to 10 per cent of such value.

d) If the rent value was 46 per cent to 55 per cent less than the average similar rent; the maximum rent increase shall be equal to 15 per cent of such value.

e) If the rent value was less than 55 per cent of the average similar rent; the maximum rent increase shall be equal to 20 per cent of such value."

You may also refer to the rent-

calculator provided at the Dubai Land Department website, where from you may obtain further information on the maximum amount by which your rent may be increased, in view of the locality and facilities provided at the premises. Further, Article 14 of Law No. 33 of 2008 (Amending some provisions of Law No. 26 of 2007) states: "If either party of tenancy contract wishes to amend any of its conditions pursuant to Article (13) of this Law, then he must notify the same to the other party not less than 90 days prior to expiry date, unless both parties agreed otherwise." We understand that you were not notified in accordance with the aforesaid article. Therefore you may decline inclusion of this new condition in the tenancy contract by the landlord.

However, you and the landlord may mutually agree on the timings and manner, in which such visits/inspections may be conducted, as per your convenience.

Subsequently, there shall be no change in the status of your tenancy contract, in the event your landlord sells the apartment after the contract-renewal, in accordance with Article (28) of the Tenancy Law: "The transfer of title to a new landlord shall not affect tenant's right to continue occupation of the premises in accordance with tenancy contract signed with the previous owner, provided that tenancy contract has fixed date."

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