



Sharjah rents can be hiked once in 3 years



LEGAL VIEW
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I have been residing in a building in Al Nahda, Sharjah, for the last six years. In May 2013, my rent was increased from Dh21,000 to Dh23,000, and in 2014, the landlord wanted to increase it to Dh30,000.

I knew that as per the tenancy rules in Sharjah, rent can be increased only once in two years. So I renewed the contract by paying the existing rent of Dh23,000 at the Sharjah Municipality.

My renewal is due in May this year and my landlord wants to increase the rent to Dh38,000, which I find very unreasonable as the building I live in is an old one.

Kindly advise if I should go to the municipality and complain against this unjustified increase in rent.

It is learnt that in accordance with the latest regulations brought about by the Sharjah Municipality, the rent of leased residential units can be increased once in three years. And pursuant to this rule, your landlord may not be entitled to increase the rent of the premises before the completion of three years since the last increase in rent.

In view of the foregoing, you may contact the Sharjah Municipality to confirm if the increase in rent is justified. If the same is not justified, you may consider approaching the rent control committee of the Sharjah Municipality and file an application for amicable settlement of the dispute pertaining to the increase in rent.

Leave pay includes housing allowance

I work for an Abu Dhabi-based company on an unlimited contract. In my contract, my gross salary is Dh16,500. The salary breakup is as follows: Basic

salary Dh5,995; cost of living allowance Dh4,905; monthly travelling allowance Dh1,600; and housing allowance Dh4,000.

I have 13 days of leave pending. In a previous article, you had mentioned that leave salary to be paid during service includes basic salary plus housing allowance. Kindly clarify the leave salary to be paid at the end of service (EOS) in Abu Dhabi. I have been informed that an employee is entitled to full salary for the leaves accumulated and claimed at the EOS in Abu Dhabi.

It is presumed that your employment is subject to provisions of Federal Law No 8 of 1980 on the Regulation of Labour Relations (the "Labour Law").

Pursuant to your question (as I understand it), it may be noted that at all times, leave salary is meant to include the basic salary and housing allowance. This is in accordance with the provisions of Article 78 of the Labour Law which states:

"Every worker shall be entitled to his basic wage and the housing allowance, if applicable in respect of his days of annual leave where the circumstances of the work make it necessary for a worker to work during all or part of his an-

nual leave and the days of leave on which he works are not carried forward to the following year, the employer shall pay him his remuneration, plus a leave allowance in respect of the days worked at a rate equal to his basic wage.

"It shall be unlawful in any circumstances to employ a worker during his annual leave more than once in two successive years."

Further, it may be noted that leave salaries are accrued and payable even if an employee leaves his employment or is dismissed by the employer, and such leave salary shall be payable in accordance with the employee's salary as of the date when his leave was due. This is in accordance with Article 79 of the Labour Law which states:

"A worker who is dismissed or who leaves his job after the period of notice prescribed by law shall be paid for any accrued annual leave days. Such payment shall be calculated on the basis of the worker's wage as on the date when the leave became due."

In view of the foregoing it may be noted that the position of the Labour Law clearly states that leave salary shall include basic salary and housing allowance. However, you may consider to contact the office of the Ministry of Labour in Abu Dhabi, so as to confirm if leave salary would mean the entire remuneration for the employee or it would mean and include the monthly basic salary and the monthly housing allowance.

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