

Can I be compelled to take the Covid jab?



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LEGAL VIEW

Q I have read that Covid-19 vaccines have been rolled out in Abu Dhabi. Can my company or the government force me to take the vaccine if I do not want to? Will it be legally okay to decline the vaccine? Please advise.

A Pursuant to your queries, the provisions of Federal Law No. (27) of 1981 Concerning Communicable Disease Prevention (the Prevention of Communicable Disease Law) and Cabinet Resolution No. (17) of 2020 regulating the violations of precautionary measures and instructions and duties imposed to curb the spread of novel coronavirus (the Cabinet Resolution) are applicable.

It is understood that the Government of Abu Dhabi has announced that the Covid-19 vaccine is available. However, until now the government has not made any announcement whether it is mandatory for the residents of Abu Dhabi to take the said vaccine.

Article 22 (1) of the Prevention of Communicable Disease Law states: "In areas of occurrence or possible occurrence of smallpox, cholera, diphtheria, poliomyelitis, measles, tuberculosis, typhoid or any other epidemic disease that can be prevented by vaccination or immunisation, the Ministry may issue an announcement to be published in the Official Gazette and other media, specifying the infected area and compelling any person in the area to receive mandatory vaccination and immunisation for the prevention of the disease."

Further, Article 1 (1) of the Cabinet Resolution states: "A natural or legal person shall not violate the precautionary and preventive measures and instructions and duties regarding health and safety preservation in order to control the risk of spread of the coronavirus issued by the Ministry of Health and Prevention, Ministry of Interior and the National Emergency, Crisis and Disasters Management Authority."

In the event the Government of Abu Dhabi makes it mandatory for all the residents to receive the Covid-19 vaccine, then the aforementioned provision of law may be applicable.

It is recommended that you contact the Health Authority of Abu Dhabi (HAAD) for further information and advice related to Covid-19 vaccination rules and regulations.

Can penalty for early termination of tenancy contract be waived?

Q What are my legal options if my landlord forces me to pay a penalty of three months' rent while cancelling the contract? My husband and I have been getting reduced salaries since July.

A We assume that you are residing in a rented apartment in Dubai and your tenancy contract mentions that you need to pay three months' rent in the event of early termination.

Therefore, the provisions of Law No. (26) of 2007 regulating the relationship between landlords and tenants in the Emirate of Dubai (the Dubai Tenancy Law) and Law No. (33) of 2008 Amending Law No. (26) of 2007 regulating the relationship between landlords and tenants in the Emirate of Dubai (the Amended Dubai Tenancy Law) are applicable. Further, due to the current pandemic, the provisions of the Federal Law No. (5) of 1985 on the Civil Transactions Law of the United Arab Emirates (the Civil Transactions Law) may apply, too.

A landlord or a tenant may not unilaterally terminate the tenancy contract. It may be terminated mutually during the term of the tenancy contract. This is in accordance with Article 7 of the Dubai Tenancy Law, which states: "Where a lease contract is valid, it may not be unilaterally terminated during its term by the landlord or the tenant. It can only be terminated by mutual consent or in accordance with the provisions of this law."

The terms and conditions mentioned in the tenancy contract are applicable to both the landlord and the tenant. This is in accordance with Article 4 (1) of the Amended Dubai Tenancy Law. Further, Article 19 of the Dubai Tenancy Law mentions that the tenant must pay the rent on due dates. In the event of non-payment of rent by the tenant, the landlord may seek the tenant's eviction in accordance with Article 25 (1) (a) of the Amended Dubai Tenancy law.

Based on the aforementioned provisions

of law, as a tenant, you should fulfil the obligations mentioned in your tenancy contract and you may have to pay the three months' rent as penalty for early termination. However, due to the current Covid-19 pandemic, local authorities have urged both landlords and tenants to come to a consensus related to changes in the terms of the existing tenancy contract.

Both the landlord and the tenant may mutually agree to a reduction in rent; early termination of the tenancy contract; rent-free period options; or any other concessions on the grounds of the pandemic. The Dubai Tenancy Law and the Amended Dubai Tenancy Law are silent in relation to the termination of the tenancy contract due to *force majeure*. In simple words, *force majeure* means 'unforeseeable circumstances that prevent someone from fulfilling a contract'.

The pandemic may be considered as an unforeseeable circumstance and, therefore, based on this, you may be able to terminate the tenancy contract with your landlord unilaterally. This is in accordance with Article 273 (1) of the Civil Transactions Law, which states: "In contracts binding on both parties, if *force majeure* supervenes which makes the performance of the contract impossible, the corresponding obligation shall cease, and the contract shall be automatically cancelled."

You may personally approach and negotiate with your landlord and explain to him that it is not possible for you to pay the penalty due to your current financial situation. Provide him with the copy of your salary reduction letter issued by your employer or the amended employment contract to substantiate your claim of early termination. If the landlord does not agree with your request, you may then approach the Rental Dispute Centre (RDC) in the emirate of Dubai and file a complaint against your landlord for not agreeing on the early termination of your tenancy contract without payment of any penalty.

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