

Landlord cannot suspend services



LEGAL VIEW
ASHISH MEHTA

We have rented a commercial space in the industrial area of Ajman for our shop. Our landlord has sent a notice, dated September 2, 2014, instructing that the shop signboard be replaced because it "is in dilapidated condition and is damaging the look of our building". The landlord has also told that if the required action is not taken at the earliest, he will not renew my tenancy contract.

Does the landlord have the authority to refuse to renew the contract? If yes, how much time is available for the tenant to replace the signboard? Is there any cap on increase in rentals and from when can the rent be hiked for the occupants?

(Note: the tenancy agreement is in the sponsor's name)

We understand that you are operating your business from a rented premise of a commercial building in Ajman. Further, we note that the tenancy agreement is in the name of your local Emirati sponsor.

The landlord may not issue an eviction notice to a tenant for the reason you have mentioned unless the government of Ajman has notified the landlord to replace the

signboard or if the tenant is breaching the tenancy contract.

Article 7(4) of the Rental Contracts in the Emiri Decree No.(3) 2009 of Ajman which regulates the rental contracts between landlords and tenants states: "The lessor may not, whether by himself or through others, disconnect the electricity power or water supply or telephone service or any other similar services or, remove, destruct or suspend any of the utilities which were provided in the leased property, at the time of its lease. Also he is not allowed to perform any act aiming to prevent the tenant from full enjoyment of the leased property's utilities, or compel the tenant to evacuate the property or accept any increase in the rent consideration, in contrary to this tenancy contract terms."

In accordance with the requirements to issue a notice pursuant to any breach of the conditions of the tenancy contract, the landlord may issue a notice of eviction to a tenant if there is any breach of condition(s) as agreed in the tenancy contract. You may replace the signboard within this notice period if the dilapidated signboard constitutes a breach of the conditions of the tenancy contract. As per the prevailing

local rent laws of Ajman, the landlord may hike the rentals up to 20 per cent upon completion of three years of the rental contract.

Employer can decide the pay I am a foreman with a basic salary of Dh2,000 per month with benefits in a LLC company in Dubai. I have been working here for four years and my contract period was extended for a two years on the same salary. A new foreman was appointed for the same work and his basic salary is Dh3,000 per month with other benefits. Can I demand the same salary? How can the same professions in the same company have different pay?

It may be noted that the provisions of the Federal Law No. 8 of 1980 do not specify the fixing of pay structure for workers in accordance with their designation and term of service in the company. It is the discretion of your employer to fix and finalise the pay structure of a new employee.

However, it is advised that you negotiate with your employer to grant you better remuneration in view of the fact that you have been working with them for the past four years without any increment in your basic pay.

Further, you may also check with the your company's human resource department, if they have

any policies or an 'Employee Hand Book' in place which the policies regarding remuneration, increments and pay structure for various categories of employees are stated. In the case your employer has the aforementioned rules and regulations formulating the remuneration, period of increments and so on you may ask your employer to review your remuneration and other benefits.

Visa cancellation required

I am an Indian passport holder. I was resident of Dubai till June 28 last year. I was working with a private hospital in Dubai as specialist physician. Currently I am in the US and have been out of the UAE since June 28, 2013. I came to the US on a one-year advance medical training after the consent/permission and one-year training leave from my employer. I have not officially resigned yet.

Initially, I was planning to make one visit to Dubai within 8 to 10 months of my departure to keep my visa valid, of course after paying the charges. But due to further extension of my training and long-term opportunity in the US, I could not visit Dubai. Now I am planning to stay here in the US for another four years. The Dubai visa expiration date on my passport is September 24, 2014.

What are the options for me to cancel my Dubai residence visa without visiting Dubai? Is it okay if I do not cancel the visa as it will expire soon?

Is this going to affect my future visit to Dubai as tourist or as a working physician?

It is understood that you are an Indian national who worked as a specialist physician at a hospital in Dubai till June 28, 2013 and you are in the US for advanced medical training upon obtaining the necessary consent from your employer in Dubai for one year.

Further, it is noted that due to extension of your training programme, you are unable to return to Dubai and you are planning to stay on in the US for another four years.

Pursuant to your queries, it may be advised that if a person holding a valid residence visa of the UAE

remains outside the UAE continuously for a period of six months, the residence visa will be automatically invalidated. In this context it may be noted that even if your visa expires on September 24, 2014, the visa cancellation procedure should be completed.

Your employer may cancel your visa at the General Directorate of Residency and Foreigners Affairs in Dubai and with the Ministry of Labour. In view of the foregoing, you may contact your sponsor in the UAE and ask him to cancel your visa, as you will not be returning to the country anytime soon.

If your existing residence visa is cancelled as per the regulations prevailing in the UAE then you may apply for a visa in the future and re-enter the UAE again without experiencing any issues relating to your existing visa.

Ashish Mehta, LLB, F.I.C.A., M.C.I.T., M.C.I.Arb., is the founder and Managing Partner of Ashish Mehta & Associates. He is qualified to practise law in Dubai, the United Kingdom, Singapore and India. He manages a multi-jurisdictional law firm practice, providing analysis and counselling on complex legal documents, and policies including but not limited to corporate matters, commercial transactions, banking and finance, property and construction, real estates acquisitions, mergers and acquisitions, financial restructuring, arbitration and mediation, family matters, general crime and litigation issues. Visit www.amalawyers.com for further information. Readers may e-mail their questions to: news@khaleejtimes.com or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.