

# Can't pay rent? Submit proof of unpaid leave in case of eviction



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LEGAL VIEW

**Q:** I stay with my wife and two-year-old daughter in a rented apartment in Al Nahda in Dubai. My wife and I have been on unpaid leave since March. We have no money left in our accounts and our employer is providing us food. I have not paid the apartment rent for the months of May and June. I have told my landlord that I wish to vacate the apartment since I have no money to pay the rent. But the landlord is threatening to file a case against me if I don't pay. Can my landlord evict us from the rented apartment?

**A:** As a tenant, you are obligated to pay the rent as mentioned in your tenancy contract. However, due to the current Covid-19 crisis, local authorities have urged both the landlords and the tenants to come to a consensus related to changes in the terms of the existing tenancy contract.

Both the landlord and 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 current situation. Further, Dubai Judicial Council has temporarily suspended all eviction judgments related to residential and commercial facilities in Dubai for the months of March and April and it is understood that the said order has been extended until further notice.

As both you and your wife are placed on unpaid leave by your respective employers due to Covid-19 pandemic, your circumstances may be considered as force majeure. In simple words, force majeure means 'unforeseeable circumstances that prevent someone from fulfilling a contract'. However, the Dubai Tenancy Law and the Amended Dubai Tenancy Law are silent on force majeure. The Covid-19 pandemic may be considered as a force majeure and, therefore, based on this, you may request the landlord to postpone the payment of outstanding rent for two months and you may vacate the apartment.

This is in accordance with Article 751 of the Civil Transactions Law, which states: "Payment of the rent may be in advance, postponed or by installment payable at fixed intervals." On the other hand, if it is

## EMPLOYEE MAY BE ASKED TO GO ON UNPAID LEAVE BY COVID-HIT FIRM


**Q:** My employer has asked me to sign an amendment to my employment contract stating that I will be on unpaid leave for two weeks in a month for the next four months and my salary shall be deducted accordingly. My employer is asking me to work during the unpaid leave period. Am I not entitled to my full salary?

**A:** It should be noted that an employer in the UAE may call upon an employee to avail of unpaid leave if the employer is affected by the Covid-19 pandemic. However, as an employee you are entitled to compensation if you are employed during the unpaid leave period.

On [khaleejtimes.com](https://bit.ly/PlacedOnUnpaidLeave)

Read the full answer on:  
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## Know the law

 The landlord may seek eviction of the tenant from the real property prior to the expiry of the term of the tenancy where the tenant fails to pay the rent or any part thereof within 30 days after a notice to pay is given to the tenant by the landlord

feasible, you may consider terminating your tenancy contract unilaterally with your landlord or may also consider non-payment of outstanding rent due to Covid-19 pandemic. This is in accordance with Article 273 of the Civil Transactions Law.

You may personally approach and agree with your landlord to pay the two months outstanding rent later and for now you will vacate the apartment.

In the event the landlord disagrees with your request, he may take appropriate actions to evict you from the rented apartment.

However, it should be noted that the landlord may not be in the position to evict you immediately from the rented apartment for non-payment of rent as he needs to follow the procedures laid down in the Dubai Tenancy Law and the Amended Dubai Tenancy Law.

The landlord may commence the procedures of eviction against you by serving you with an eviction notice through a notary public or registered post for non-payment of rent.

Thereafter, upon completion of 30 days of serving of eviction notice to you and if the outstanding rent are still not paid by you, he may approach the Rental Dispute Centre (the 'RDC') in Dubai and file an eviction case against you.

Based on the eviction case filed, the RDC will issue a summons to you to appear before the RDC to defend against the said case filed by the landlord. Therefore, you may defend yourself in the eviction case filed by the landlord and mention the reasons in your defence statement which led you to default in payment of rent to the landlord.

Further, you must submit a copy of the amendments to your and your wife's employment contracts, which mention that both of you are on unpaid leave; a copy of your and your wife's updated bank statements which state that you don't have money in your bank accounts; and also any evidence to confirm that you receive free food ration from your employer.

If satisfied with the documents you presented, the RDC may waive off the rent payable from your end to the landlord and may also pass an order not to evict you from the rented apartment considering the non-payment of rent by you is due to force majeure.

The RDC may apply Article 249 of the Civil Transactions Law, which states: "If exceptional circumstances of a public nature, which could not have been foreseen, occur as a result of which the performance of the contractual obligation, even if not impossible, becomes oppressive for the obligor so as to threaten him with grave loss, it shall be permissible for the judge - in accordance with the circumstances and after weighing up the interests of each party, to reduce the oppressive obligation to a reasonable level if justice so requires, and any agreement to the contrary shall be void."

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