

Employees needn't bear health insurance cost



LEGAL VIEW Ashish Mehta

I have been working as a human resource assistant in a contracting company for the last 19 months on an unlimited duration employment contract. I submitted my resignation to the employer and served a 31 days' notice period so that I could go back to my home country. However, the employer is asking me to pay back the cost of health insurance amount which amounts to Dh850/-. Further, the company is not willing to bear the return airfare as per the policy. Please advise, whether the employer is legally permitted to deduct insurance cost from my final settlement amount?

Pursuant to your queries, it is the responsibility of the employer to provide medical care facilities to its employees in the UAE. This is in accordance with Article 96 of the Federal Law No. 8 of 1980 regulat-

ing Employment Relations in the UAE (the 'Employment Law'), which states: "An employer shall provide his employees with medical care facilities corresponding to the standards laid down by the Ministry of Labour and Social Affairs in co-operation with the Ministry of Health."

Based on the aforementioned provision of the Employment Law your employer should not deduct the cost of health insurance from your final settlement amount.

Further, your employer should provide you with air fare for a ticket to return to your home country upon cancellation of your work permit and residence visa. This is in accordance with Article 131 of the Employment Law, which states: "An employer shall, on the termination of an employee's contract, defray the cost of returning him to the district from where he was recruited or to any

Know the law

Article 131 of the Employment Law states: "If the employer fails to return the employee or to defray his travelling expenses, the competent authorities shall do so at the employer's expense and may then



recover any expenditure incurred in this connection by attachment. Where the reason for the termination of the contract is attributable to the employee, his travel shall be at his own expense if he has the wherewithal to pay."

other place agreed upon between the two parties. Where after the termination of his contract, an employee enters the service of another employer, the latter shall defray the employee's travelling expenses on the termination of his service. Subject to the provisions of the preceding sentence, if the employer fails to return the employee or to defray his travelling expenses, the competent authorities shall do so at the employer's expense and may then recover any expenditure incurred in this connection by attachment. Where

the reason for the termination of the contract is attributable to the employee, his travel shall be at his own expense if he has the wherewithal to pay."

The HR policy of your employer must be in compliant with the Employment Law of the UAE. This is in accordance with Article 7 of the Employment Law, which states: "Any stipulations contrary to the provisions of this Law, even if it was made prior to its commencement, shall be null and void unless they are more advantageous to the employee."

Help! Landlord does not have title deed for apartment
I have been living in a rented apartment for the last two and half years and as my landlord is an Iraqi national, communications related to the property including cheque collections have been handled through an agent. However, the agent has informed me that the Ejari registration can't be done this year as the landlord does not have a title deed. In this scenario, I requested the agent to return the post-dated cheques (from May 2017 to January 2018) as I do not wish to continue as the tenancy contract cannot be registered since the landlord has no title deed. We are also ready to vacate and pay for the period of January to April 2017. The agent and landlord have both now been ignoring our phone calls and mails. What legal recourse do I have?

Pursuant to your queries, it is understood that this apartment is situated in the emirate of Dubai.

You have stated that from this year it is mandatory to submit the title deed for registration of Ejari and have been advised by the agent that Ejari registration can't be done as the landlord does not have a title deed, How did you get Ejari registration done previously, if the landlord did not have a title deed? Did you issue the rental cheques in the name of the landlord or the agent?

Did you check if the agent is registered with Real Estate Regulatory Authority? Since you are getting a response form the agent and landlord, it is recommended that you approach the Rental Dispute Centre in the emirate of Dubai and file a complaint against the landlord and the agent.

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