

Existing tenants have right to occupy renovated building

Notice with DM technical report must be served 12 months prior to eviction



LEGAL VIEW ASHISH MEHTA

I stay in a two-bedroom flat in Al Qusais owned by a local person. The building is managed by a real estate company. My tenancy contract is due for renewal on February 1. I received the tenancy contract renewal form from my landlord in December 2014. As per the new agreement, the rent has been increased from Dh40,000 to Dh48,000. We have agreed to pay that.

When we approached the landlord for renewal, he said they are going to renovate the building and the maximum time period they will give us is up to one year to vacate the flat. To renew the current agreement, we have to sign an acceptance letter for vacating the flat. We asked the landlord that after renovation, would the flats be given back to the same tenants? He was non-committal.

Please advise. Should I sign the new contract under these conditions?

It is understood that you are staying in a two-bedroom apartment in Al Qusais area of Dubai, and that the property is owned by a UAE national and the building is managed by a real estate management company. Further, it is understood that recently you and your landlord have mutually agreed to renew the tenancy contract and your landlord is now asking you to vacate the premises after a year to renovate the property.

It is presumed that your tenancy is subject to the provisions of Law No. 26 of 2007 Regulating Relationship Between Landlords and Tenants in the Emirate of Dubai as amended by Law No. 33 of 2008 (the "Tenancy Law").

Pursuant to the Tenancy Law, it may be noted that a landlord may ask his tenant to vacate the premises under possession of the tenant only for certain specific reasons and through due procedure prescribed in the law. Among other reasons, one of the grounds to seek eviction of the tenant from the property is that the property requires renovation and the same cannot be done if the tenant remains in occupation of the property. However, a demand for eviction on this ground may only be sustained if it is supported by a technical report either issued by the Dubai Municipality or anyone accredited by it. It may also be noted that any notice for eviction must be served on the tenant at least a year prior to the intended date of vacating the property and notice for the same has to be sent to the tenant either through the Notary Public or by registered mail. This is in accordance with sub-clause (b) of clause 2 of Article 25 of the Tenancy Law which states as follows:

"Landlord may demand eviction of tenant upon expiry of tenancy contract limited to the following cases:

If the property requires renovation or comprehensive maintenance which cannot be executed while tenant is occupying the property, provided that a technical report issued by the Dubai Municipality or accredited by it is to be submitted to this effect.

And for the purpose of clause (2) of this Article, the landlord must notify tenant with reasons for eviction at least 12 months prior to the determined date of eviction subject that such notice be sent through the Notary Public or by registered mail."

Thus, it may be noted that your landlord may only ask for eviction if he has validation from the Dubai

Municipality stating that the premises is indeed in need of renovation and, subsequently, a notice in this regard has to be served on you through the Notary Public or by a registered mail. Unless these two conditions are fulfilled, your landlord may not force you to vacate the property.

Further, it may be noted that upon completion of renovation, the tenant has the first right to return to the property. This is in accordance with Article (29) of the Tenancy Law which states:

"1) Tenant shall have priority to return to the property if it is demolished and reconstructed or if it is renovated, provided that the rent value shall be fixed in accordance with Article (9) herein; and

2) Tenant shall benefit from the above-mentioned priority right within thirty (30) days from being notified by the landlord."

In view of the foregoing, even if you have to vacate the premises, the landlord shall be liable to give you the priority for re-occupation of the property.

You may, therefore, consider renewing the contract subject to the aforesaid.

A company partner can work for another firm

I am an entrepreneur, a partner in a company on partner's visa. I am 65 plus. Due to financial constraints, I tried for a job as an engineer, and a company has agreed to take up my services as a consultant. How can I become

an associate to represent that company legally? Can they hire me officially from my own company in which I am a partner?

My prospective employer cannot obtain a work visa due to my age.

It is understood that you are a partner in a company and you hold a partner's visa issued by your company, and now you wish to take up employment with another entity. Further, it is understood that the new entity wants to engage your services as a consultant and also you may have to legally represent that company, while you wish to continue as a partner in your own entity.

Pursuant to your question, it may be advised that even if you are a partner in one entity, you may take up employment with any other entity, if the former entity issues a no-objection letter for you to take up the new employment. Based on the no-objection letter, your prospective employers may apply for a work permit for you to work in any capacity with your prospective employer, while you can continue to remain partner in your own entity. Alternatively, your prospective employer could retain your services by appointing your company as its external consultant (if business activity of your company permits) against payment of an agreed fee. The prospective employer may issue a power of attorney in favour of your company so you may legally act on behalf of your prospective employer.

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