

Landlord has to reimburse deposit



LEGAL VIEW
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I reside in a flat in Dubai, but now want to shift as the rents are rising. I informed my landlord two months in advance in writing as mentioned in my tenancy contract as it is up for renewal in 15 days. However, I did not receive any response from the landlord/real estate agency on the issue yet and I fear they are holding back my deposit of Dh5,000 to make it difficult for me. I have been calling them and the office says it will all be completed on time. I am in the process of disconnecting my amenities and have even moved to a new flat in Sharjah. What do I do if they do not return my deposit?

It is understood that you had been living in an apartment in Dubai and do not wish to renew your tenancy contract. Pursuant to your tenancy contract, you had deposited an

amount of Dh5,000 as security deposit with your landlord.

As such a landlord is within his rights to ask for a refundable amount as maintenance deposit, in accordance with Article 20 of the Law No 26 of 2007 Regulating Relationship Between Landlords and Tenants in the Emirate of Dubai which states: "Landlord may obtain maintenance deposit amount from tenants to guarantee maintenance of premises at the end of tenancy contract, provided that landlord shall undertake to refund this deposit, or any remaining amount, upon expiry of contract."

With respect to the reimbursement of the deposit amount, you may continue to follow up with your landlord or his representatives regarding the same. However, in the event the amount is not returned within a reasonable period

of time, or the landlord refuses to pay the deposit amount without any justification, you may initiate legal action against your landlord.

Interest-free, friendly loan
A friend borrowed Dh50,000 from me two months ago saying he needed help for medical treat-

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ment. A month ago I realised he had resigned from his Dubai job and had found a new one in Qatar. Do I lodge a complaint with the Dubai Police or the police in Qatar? What are my legal options to get the money back and have

the fraud punished? I know the company he works for in Qatar. Do I inform them?

We understand that you had loaned an amount of Dh50,000 to your friend about two months back, who has since left his job in Dubai, joined a new employment in Qatar and is now residing there.

You have not mentioned if you had executed any paperwork with respect to the amount you loaned to your friend, and hence we may assume that you had loaned the money in the manner of an 'interest-free, friendly loan to your friend, repayable at his convenience'.

Therefore we are of the view that, you may not lodge a complaint with the police in Dubai as your friend has not committed any criminal offence by borrowing Dh50,000 from you on friendly interest free basis. However in this matter, the authorities in Dubai shall have the proper jurisdiction, since the transaction had taken place in Dubai.

Therefore, you may initiate a civil claim for the said amount of

money against your friend in the Dubai Courts, provided you have sufficient evidence to prove that you had loaned the amount to your friend and that he is liable to repay it to you. Once you have obtained a favourable judgment from the Dubai Courts, you may commence the execution process in Dubai and subsequently execute the judgment in Qatar wherein you may apply for execution of the judgment against your friend through a Qatari court having proper jurisdiction in the matter.

You may inform the officials at the company in Qatar where your

friend is working, although it is possible that the company may not want to know much about this transaction since it is a private transaction between you and your friend which predates your friend taking up employment with the company in Qatar.

However, in case you obtain a favourable judgment from Dubai courts, you may inform the employer of your friend in Qatar who may then take notice of the matter although there is no certainty whether the employer of your friend would initiate any action against their employee.

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