

Court can clear hurdles in renewal of residence visas



LEGAL VIEW
ASHISH MEHTA

Q: My residence visa expired on March 1, 2018, and when I submitted for its renewal, it was rejected as I had four cases filed against me over credit cards of banks, real estate and car rental. The hearing date for the real estate case is posted to March 19. I am also negotiating with my bank to withdraw the case filed against me and the case related to car rental has been resolved. I am the sponsor of my family visa. Non-renewal of my visa would be a total disaster for us.

A: Renewal of residence visa of an expatriate in UAE is at the discretion of The General Directorate of Residency and Foreigners Affairs (the 'DNRD') who renew visa in normal course if there is no criminal charge against a person. In this case, there are criminal charges pending against you before the Dubai courts. It is not clear whether your passport is held by the court or it is with you. In any event, you may request the court to allow you to renew your visa and that of your family members. Should the court consider your request favourably, it will issue instructions to DNRD to renew your visa. Thereafter, you may renew the visa of your family members. For further advice, it is recommended to approach a legal counsel in the UAE.



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If your residence visa renewal is turned down, you may request the court to allow you to renew your visa and that of your family members. If the court considers your request favourably, it will issue instructions to The General Directorate of Residency and Foreigners Affairs to renew your visa.

Landlord must hand over property to tenant in good condition

Q: I have been living with my family in a rented apartment in the emirate of Dubai for three years on annual tenancy contract. When I moved into the apartment, there was a pungent smell emanating from it, which I managed to fix with difficulty. Now, the smell has emerged again in the bathroom and it is difficult for us to use it. I have tried to get the said problem fixed by the landlord's representative, but to no avail. Therefore, I intend to vacate the rented apartment by terminating the tenancy contract prematurely. Will I be fined for leaving early even if it is the landlord's fault?

A: It is the responsibility of the landlord to maintain the permanent structures, basic amenities on the rented premises and to hand it over in a good condition so that it does not hinder the normal stay of the tenant there. This is in accordance with Article 15 of Law No. 33 of 2008 amending Law No. 26 of 2007 regulating the relationship between landlords and tenants in the emirate of Dubai, which states: "The landlord will be bound to hand over the real property in good condition, which allows the tenant full use as stated in the tenancy contract. However, the parties may agree upon renting an unfinished real property provided that the tenant agrees to complete the construction of the real property in a manner to render it suitable for use as intended. The identity of the party who will incur the costs of completing the construction will be determined in the tenancy contract."

Further, Article 14 of the Law No. 26 of 2007 regulating the relationship between landlords and tenants in the emirate of

Know the law



Landlord is responsible for handing over property to the tenant in a good condition. If the landlord has not fulfilled his obligations, the tenant can request the owner to mutually terminate the tenancy contract.

Dubai, which states: "Unless otherwise agreed by the parties, the landlord will, during the term of the lease contract, be responsible for the real property maintenance works and for repairing any defect or damage that may affect the tenant's intended use of the real property."

Since the owner of the apartment has not fulfilled his obligations as mentioned in the provisions of law, you may request the owner to mutually terminate the tenancy contract. This is in accordance with Article 7 of Law No. 26 of 2007 regulating the relationship between landlords and tenants in the emirate of Dubai, which states:

"Where a lease contract is valid, it may not be unilaterally terminated during its term by the landlord or the tenant. It can only be terminated by mutual consent or in accordance with the provisions of this law."

However, if the owner refuses to terminate the contract, you may approach the Mediation and Conciliation Directorate of the Rental Dispute Centre in Dubai and file a complaint against the owner and seek permission to terminate the tenancy contract.

Ashish Mehta is the founder and Managing Partner of Ashish Mehta & Associates. He is qualified to practise law in Dubai, the United Kingdom, Singapore and India. Full details of his firm on: www.amalawyers.com. Readers may e-mail their questions to: news@khaleejtimes.com or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.