

Annual leave salary should be paid before leave begins



LEGAL VIEW Ashish Mehta

I am working in a private company on a two-year contract, which will end this month. I went on a 30-day leave in November 2016, for which the company did not pay me and promised they'd pay for it at the end of my contract. Since my last day in the office is coming up, should I expect the end of service benefits of 42 days and 60 or 30 unused leave days?

Pursuant to your queries, you are eligible to 30 days' annual leave upon completion of each year of employment with your employer, in accordance with Article 75(b) of the Federal Law No. 8 of 1980 regulating Employment Relations in the UAE (the 'Employment Law'), which states: "Every worker shall, within each year of service, be granted a period of annual leave of not less than 30 days a year, where the worker's period of service is more than one year." In your case, you have completed more than one year of service and we assume that you have not taken annual leave prior to November 2016. Your total annual leave for two years should be 60 calendar days.

Your employer should pay your annual leave salary before you proceed on annual leave, in accordance with Article 80 of the Employment Law. It states: "An employer shall pay a worker, before the commencement of the latter's annual leave, the entire remuneration due to him, plus the leave pay prescribed for him in accordance with the provisions of this law."

In the event you may not have availed annual leave due upon completion of first year of your employment, you are eligible for the basic salary and house allowance in accordance with Article 78 of the Employment Law. "Every employee shall be entitled to his basic salary and the housing allowance, if applicable, in respect of his days of annual leave

where the circumstances of the work make it necessary for an employee to work during all or part of his annual leave and the days of leave on which he works are not carried forward to the following year, the employer shall pay him his remuneration, plus a leave allowance in respect of the days worked at a rate equal to his basic salary."

It shall be unlawful in any circumstances to employ an employee during his annual leave more than once in two successive years."

Further, you are eligible for 42 days (@ 21 days for each year) of gratuity pay from your employer upon completion of two years of contract, in accordance with Article 132 of the Employment Law which states: "An employee who has completed a period of one or more years of continuous service shall be entitled to severance pay on the termination of his employment. The days of absence from work without pay shall not be included in calculat-



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"Every employee shall be entitled to his basic salary and the housing allowance, if applicable, in respect of his days of annual leave where the circumstances of the work make it necessary for an employee to work during all or part of his annual leave and the days of leave on which he works are not carried forward to the following year, the employer shall pay him his remuneration, plus a leave allowance in respect of the days worked at a rate equal to his basic salary."

ing the period of service. The severance pay shall be calculated as follows:

(1) 21 days' remuneration for each year of the first 5 years of service.

(2) 30 days remuneration for each additional year of service provided that the aggregate amount of severance pay shall not exceed two year's remuneration.

Overstay fine can be waived off

My husband's visa renewal is overdue since September 2016 and his passport had been held due to an immigration case. Now that the case is cleared, we have received the passport back. When we go for the visa renewal now, are their fines associated with the overstay? If yes, to whom should it be paid? If we provide a letter from an immigration court noting that the passport was in their care, will fines still have to be paid?

You have not mentioned in your question the specific reason due to which the passport was detained by the authorities. Generally, a person who is not able to renew his visa due to a court case could request the court to issue a letter for the waiver of any fines imposed by the General Directorate of Residency and Foreigners Affairs, if the court acquits such person. In the event the visa could not be renewed due to a case initiated by the directorate and your husband was found not guilty, then he could request the General Directorate of Residency and Foreigners Affairs to waive off any fines for non-renewal of the visa on time.

Tenants should get the deposit back

I have recently cancelled my tenancy contract of a flat, and despite not having any damage to the flat, my landlord has not returned my deposit cheque. Repeated attempts to get in touch with him have been unsuccessful. He no longer answers e-mails and seems to have changed his



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When entering into a lease contract, the landlord may obtain from the tenant a security deposit to ensure maintenance of the real property upon the expiry of the lease contract, provided the landlord undertakes to refund such deposit or remainder thereof to the tenant upon the expiry of the lease contract."

phone number. What legal recourse do I have?

Pursuant to your queries, it is assumed that the residential flat is situated in the Emirate of Dubai. A landlord should return the security deposit upon termination of a tenancy contract, if there is no damage to the flat, excluding reasonable wear and tear. This is in accordance with Article 20 of Law No.26 of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai, which states: "When entering into a lease contract, the landlord may obtain from the tenant a security deposit to ensure maintenance of the real property upon the expiry of the lease contract, provided the landlord undertakes to refund such deposit or remainder thereof to the tenant upon the expiry of the lease contract." You may approach the Rental Dispute Center in Dubai and lodge a complaint against the landlord.

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