

No forced work after notice period



LEGAL VIEW Ashish Mehta

I am working as a planning engineer at a construction company in Dubai. I joined the company on August 12, 2015, on an unlimited employment contract. Last month, I resigned from my job and I am currently on a notice period that ends in early September. However, my employer wants me to continue until they find a replacement. But I have to leave for my home country soon for personal reasons. Can my employer compel me to remain in the job even after serving the notice period?

Pursuant to your queries, your employer cannot compel you to work beyond completion of your notice period citing a reason for finding a replacement to your position. Article 113 of the Federal Law No. 8 of 1980 Regulating Employment Relations in the UAE (the 'Employment Law') states regarding termination of employment contract. It reads as, "A contract of employment shall terminate in any of the following cases:

> **If both parties** agree to its termination, on condition that

the employee's consent is given in writing;

> **On the expiry** of the period prescribed in the contract, unless the contract is expressly or tacitly extended in accordance with the provision of this Law;

> **If either of the parties** of a contract concluded for an unlimited period, expresses his intention to terminate the contract; provided that the provisions of the Law regarding the period of notice are observed and on grounds accepted for the non-arbitrary termination of the contract."

In the event your employer does

KNOW THE LAW

If employer does not settle end of service entitlements and cancel work visa upon completion of notice period, you may approach Ministry of Human Resources & Emiratisation and file a complaint against your employer.



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AC unit repairing is not tenant's responsibility

I am residing at a rented villa in Dubai. The AC unit at the villa cools only at 18°Celsius, which has mounted my Dewa bills. I have spent Dh1,700 to know the cause of the fault of the AC unit and even obtained a quotation to fix the same. Despite several requests with the landlord's property manager to approve the quotation, I didn't receive any response from them. The landlord's handyman has failed on three occasions to fix the AC and the property manager was refusing to pay the amount I had spent. When I thought about taking the issue to the Dubai Rental Dispute Centre, I have been told that it will cost me five per cent of the rent. Is it true? What are the legal options before me?

Pursuant to your queries, we assume that AC unit is one of the amenity in the rented villa. If so, it is the responsibility of the landlord

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Article 16 of the Dubai Rental Law, 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."

to maintain the AC unit in the villa rented by him to the tenant. This is in accordance with Article 11 of the Law No. No. 26 of 2007 Regulating the Relationship between Landlord and Tenants in the Emirate of Dubai (the 'Dubai Rental Law'), which states: "Unless otherwise agreed, the rent will cover use of the real property amenities such as swimming pools, playgrounds, gymnasiums, health clubs, car parks and other amenities."

Further, Article 16 of the Dubai Rental Law, 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."

You may approach Dubai Rental Dispute Centre and place your grievances before them. The Dubai Rental Dispute Centre fees is capped at 3.5 per cent of the annual rent which shall be not less than Dh500 and not more than Dh20,000 plus a service fee of Dh100 along with Dh20 towards knowledge and innovation fees if you choose for amicable settlement. But, if you are willing to file a lawsuit in the First Instance Tribunal of the Dubai Rental Dispute Centre obliging landlord to reimburse utility charges then the charges are 3.5 per cent of the monetary claims, which shall not be less than Dh500 and not more than Dh15,000, along with a service, knowledge and innovation fees.

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