

Company responsible for treating work injuries



LEGAL VIEW Ashish Mehta

My daughter is currently employed at a water park and has just been terminated. She had been injured at work and attended by a doctor who stated that she is unfit to do her job as a lifeguard but can do light duty. The company then told her that they are terminating her contract without pay only with an exit ticket. She is still in her six-month probation period. What I would like to know is if they can do that and not pay her.

It should be noted that in accordance with Article 120(b) of Federal Law No. 8 of 1980 regulating Labour Relations (the Labour Law), an employer is within its rights to terminate the employee without notice during probation. It states: "An employer may dismiss a worker without notice if the worker is engaged on probation and is dismissed during the probation or on its expiry."

Since your daughter's injury is work-related and during the course of employment, your daughter is eligible for cost of her treatment to be paid by the employer and for full pay throughout the period of treatment or for a period of six months in accordance with Article 144 and Article 145 of the Labour Law. Article 144 of the Labour Law states: "Where a worker sustains an employment accident or contracts an occupational disease, the employer shall pay for the cost of the treatment in a local government or public medical centre until the employee recovers or until the employee is disabled. Treatment shall include

residence in a hospital or sanatorium, surgical operations, expenditure on X-rays and medical analyses, the purchase of medicines and rehabilitation equipment and the supply of artificial limbs and other prosthetic appliances for any person who is declared disabled. In addition to what he supplies, the employer shall pay the cost of any transport entailed by treatment provided for the worker." Article 145 states: "Where an injury prevents a worker from carrying out his work, the employer shall pay him a cash allowance equal to his full pay throughout the period of treatment or for a period of six months whichever is shorter, where the treatment lasts more than six months, the allowance shall be reduced by one-half for a further period of six months or until the worker has fully recovered or his disability is confirmed or he dies whichever occurs first." The aforementioned cash allowance to be calculated on the basis of the last remuneration received by the worker.

In the case you are not satisfied with the decision of the employer you may approach Ministry of Human Resources and Emiratisation. The ministry, based on your complaint, may apply the provisions stated in Article 148 of the Labour Law which reads: "Where a dispute arises as to the extent of a worker's physical fitness for work, his degree of disability or any other matter related to his injury or treatment, the matter shall be referred to the Ministry of Health by the ministry. The Ministry of Health shall, whenever a dispute of this nature is referred



Know the law

If a worker sustains a work-related accident or contracts an occupational disease, the employer shall pay for the cost of the treatment in a local government or public medical centre until the employee recovers or until the employee is disabled. When such an injury prevents a worker from carrying out his work, the employer shall pay him a cash allowance.

to it, constitute a medical board consisting of three government medical officers to determine the extent of the worker's physical fitness for employment, his degree of disability or any other matter related to the injury or treatment.

The board may call in any experts it thinks capable of helping it. Its decision shall be final and shall be submitted to the Ministry of Human Resources and Emiratisation in order that the measures necessary for its implementation may be taken."

Security deposit or maintenance deposit

My present real estate office has requested for a security deposit

equivalent to two months' rent based on the current rent. The manager who was handling the building when we took the flat on rent, has been replaced with a new manager. When we took the flat from the real estate firm, we were charged a deposit of Dh5,000, and a receipt was issued without mentioning the term security deposit. Instead, it was written as towards renewal and maintenance. However, in the contract it clearly states that there will be no internal maintenance by the real estate firm, so there was no question of maintenance support by the office. Since the then manager proved to be of a dubious nature, he tricked us into paying this amount saying it is security deposit. Now the current Manager is arguing that none of the tenants paid any security deposit, and we have to pay the security deposit based on the current rent.

I refused to pay the security deposit to the new manager, stating that since I already paid at the time of taking the flat, why should I pay it again. He argued that since I do not have any receipt which says Security Deposit, I must pay the same or else vacate the flat immediately. (Kindly note that I have been living in the same flat since 2001 - a 2-BR flat in Karama for Dh50,000/year).

Can you please advise what steps I should take in this regard?

Pursuant to your queries, it is pertinent to mention that there is no specific mention of the term security deposit in the applicable law governing landlord and tenant re-



Know the law

Any amendment in any of the terms of the tenancy contract including increase/decrease of rent (or any other changes/amendments to be made to the existing tenancy contract) shall be notified to the tenant not less than 90 days prior to expiry of the contract. Further, the owner can evict a tenant only by serving a 12-month notice.

lationships, although in accordance to Article 20 of Law No. 26 of 2007 (as amended by Law No. 33 of 2008), "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."

Based on the aforementioned Article, the term security deposit and maintenance deposit may be used interchangeably and both mean the same.

It should be noted that in accordance with Article 13 and Article 14 of Law No. 26 as amended by

Law No. 33 of 2008, any amendment in any of the terms of the tenancy contract including increase/decrease of rent (or any other changes/amendments to be made to the existing tenancy contract) shall be notified to the tenant not less than 90 days prior to expiry of the contract, therefore the owner should not make any amendment including amendment in rent or demand for security deposit.

Further, the owner can evict you only in accordance with Article 25 of the amended Law No. 33 of 2008 by serving you 12-month notice. Therefore, if the matter is not amicably resolved you approach the Rental Dispute Settlement Centre in Dubai.

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