

You can be fired for taking unauthorised leave



LEGAL VIEW
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Q: I work on an unlimited contract in a Dubai-based company. Currently, I am in India on an emergency leave. There are some legal issues I need to take care of. I have 10 days of paid leave left, but I won't be able to go back and rejoin work within this period. I will have to avail of unpaid leaves. What's the maximum number of unpaid leave I can take? This is a genuine emergency and I can provide documents to the company that prove the need for me to be here in India. Can I be fired for this? Please help.

A: Pursuant to your queries, we assume that you are employed by a mainland company at Dubai and your employment is governed by the provisions of federal law no. 8 of 1980 regulating employment relations in the UAE (the 'Employment Law'). An employer may, at its discretion, grant emergency leave. An employer can terminate an employee without notice if he avails unauthorised leave without a valid reason. This is in accordance with article 120(j) of the Employment Law, which states: "An employer may dismiss an employee without notice if the employee absents from his work without a valid reason for more than 20 non-consecutive days or more than seven consecutive days."

Further, an employee shall lose his remuneration in the event he does not join the employment immediately after his leave. This is in accordance with article 89 of the Employment Law, which states: "Subject to the provisions of this law, any

employee who fails to resume work immediately after the expiry of his leave shall automatically forfeit his remuneration for the period of his absence, with effect from the day following that on which the leave expires."

It is recommended that you write to your employer, seeking extension of your emergency leave. Along with your request, send copies of documents to prove that the leave application and its extension is due to bonafide reasons.

90-day notice must to end rent contract

Q: My tenancy contract will end soon. Currently, I am paying a rent of Dh72,000 per year. However, in the same building, flats are let out by the owner at Dh65,000 per year. Considering the market and rents sought by the owner of the building, I had asked my property manager for a review of the rent and he quoted Dh70,000 on May 7, 2018. Based on his reply, I emailed him that I would be vacating the house at the end of the contract on July 31, 2018. Now the agent is saying that I should have given him a notice period of 90 days. I met him recently and he is asking me to pay Dh9,000 to close the matter. Please advise.

A: Pursuant to your queries, we assume that the rented flat is based in the emirate of Dubai. Both owner and tenant may serve notice of 90 days to other party if one of the parties does not intend to renew the tenancy contract. This is in accordance with article 14 of law No. 33 of 2008 amending law No. 26 of 2007 regulating the relationship between the landlords and tenants in Dubai (the 'Amended Rental law'). It states: "Unless otherwise agreed by the parties, if either party to the tenancy contract wishes to amend any of its terms in accordance with article (13) of this Law, that party must notify the other party of the same no less than ninety (90)

Know the law



For the purposes of renewing the tenancy contract, the landlord and tenancy may, prior to the expiry of the tenancy contract, amend any of the terms of the tenancy contract or review the rent, whether increasing or decreasing it.

days prior to the date on which the tenancy contract expires."

Further, Article 13 of the Amended Rental Law states: "For the purposes of renewing the tenancy contract, the landlord and tenancy may, prior to the expiry of the tenancy contract, amend any of the terms of the tenancy contract or review the rent, whether increasing or decreasing it. Should the landlord and tenant fail to reach an agreement, then the tribunal may determine the fair rent, taking into account the criteria stipulated in article (9) of this law."

Since, you have already notified the owner on May 7, 2018, that you are not willing to renew the contract, you are not required to pay Dh9,000 as demanded by the agent of the owner. The notice you gave to the owner is only for 85 days from May 7, 2018, to July 31, 2018, and not 90 days as per the aforementioned provision of law. Therefore, you may pay proportionate rent of five days to the owner and not Dh9,000 as demanded by the agent of the owner. In the event the owner or his agent disagrees on the same, you may approach Rental Dispute Centre at Dubai for resolution of the matter.

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.

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