

# Tenancy rules bachelors need to know before renting apartments



**LEGAL VIEW**  
**ASHISH MEHTA**

**Q:** I am planning to rent an apartment in the emirate of Sharjah or Dubai on a sharing basis with my friends. What's the law for bachelors regarding the sharing of rented apartments in these two emirates? Can we register the tenancy contract with the municipalities concerned?

**A:** As per as the Sharjah Rent Regulation Department practices and Law Number 2 of 2007 on Regulations of Landlord-Tenant Relationship in Sharjah, there is no specific provision that group of friends or bachelors cannot take up an apartment on rentals. However, the landlord shall take precautionary measures before letting out his apartment on rent to bachelors especially in areas where families reside.

If the landlord approves to let the apartment on rent for bachelors, then the same needs to be approved by Sharjah Rent Regulation Department. The Rent Regulation Department of Sharjah Municipality through its service guide has laid down requirements for apartments let out to bachelors. While registering the tenancy contract, the tenant should submit the copies of passport and UAE Resident ID for all the apartment dwellers.

Further, if the rented apartment is a studio, only three individuals are allowed to dwell; if it is one bed room apartment four individuals are allowed; and if two bed rooms apartment it shall be six individuals and three bed rooms apartment the same shall be nine individuals. However, despite the above allotments the final discretion is of the Sharjah Rent Regulation Department.

Further, in the emirate of Dubai the

rental regulations are governed by Law No. 26 of 2007 (amended by Law No. 33 of 2008) regulating the relationship between the landlords and tenants in the emirate of Dubai (the 'Dubai Rent Law').

It is suggested that you inform the landlord that you and your friends are going to reside in the apartment and you obtain the written consent of the landlord to this effect. Based on this letter you may register the tenancy contract.

If you do not take written approval from the landlord regarding sharing with your friends and continue to reside in the rented premises it shall be considered unauthorised and the landlord may request you to evict the premises. This is in accordance with Article 25(1)(a) and 25(1)(b) of the Dubai Rent Law.

## Know the law



While registering the tenancy contract, the tenant should submit the copies of passport and UAE Resident ID for all the apartment dwellers.

The Landlord may seek eviction of the tenant in accordance with Article 25(1)(a) of the Dubai Rent Law, which states: "Where the tenant sub-lets the real property or any part thereof without obtaining the landlord's approval in writing, the eviction will apply to both the tenant and sub-tenant. However, the sub-tenant's right to claim a compensation from the tenant will be preserved."

Further, the landlord may seek eviction in accordance with Article 25(1)(b) of Dubai Rent Law, which states: "Where the tenant uses the real property or allows others to use it for any illegal purpose or for a purpose which breaches public order

or morals." Further it is recommended to contact the Dubai Real Estate Regulatory Authority for further advice.

## Notice period not mandatory if contract has expired

**Q:** My wife is working with a Dubai-based company but holds a visa sponsored by me. She had signed a limited employment contract with her employer for a period of one year, commencing from February 16, 2017 to February 15 2018. Now she doesn't want to renew her employment contract and she has already informed her employer on February 22 that she will work for another one-month till March 22 as a notice period. What kind of a final settlement will she get?

**A:** Pursuant to your queries, it is assumed that your wife has notified her employer, in writing, that she resigns and will not renew her employment contract. It is not mandatory to serve a notice to her employer as her contract has lapsed. She could simply inform her employer of her decision not to renew the contract. Your wife is entitled for all end-of-service benefits such as leave salary for annual leaves not availed, air ticket fare, severance pay, experience certificate and unpaid salaries, if any.

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