

Firm decides whether you can merge Haj leave with paid ones



LEGAL VIEW ASHISH MEHTA

Q: I have been working in a private company in mainland Dubai for the last six years. I wish to go on a Haj pilgrimage this year. I am aware that I am entitled to 30 days of unpaid leave as mentioned in the UAE Employment Law. However, my company offers 15 days of paid leave for Haj. I want to know if I can combine these days with other paid leaves to extend it to 30 days.

A: An employee in the UAE is entitled to go on a pilgrimage and, for this purpose, he can avail up to 30 days of unpaid leave. This is in accordance with Article 87 of the Federal Law 8 of 1980 regulating employment relations (the 'Employment Law'), which states: "Every employee shall be granted, once in the course of his period of service, special leave without pay for the purpose of fulfilling the obligation to make the pilgrimage; such leave shall not be counted towards any other periods of leave and shall not exceed 30 days". Further, the word 'pilgrimage' may be construed as 'Haj' under the aforesaid law. Consequently, you are entitled to a maximum of 30 days of unpaid leave for Haj. The Employment Law is silent on whether you can combine such

leave with other paid leaves, but under Article 87 of this law, such leave cannot be counted towards any other period of leave and shall not exceed 30 days.

Therefore, it would depend on the internal human resources policies of your company and at the discretion of your employer to allow you to combine the 15 days of paid leave for Haj with other paid leaves. You may approach your employer and seek their consent if you can combine other paid leaves with the paid Haj leave.

Tenant, landlord are bound by tenancy contract clauses

Q: I have rented a studio apartment in Dubai and my tenancy contract is for a period of one year. I have requested the building management (owner) for an early termination of tenancy and, in response, my landlord has notified me on the exit provision of the contract signed between me (as a tenant) and him. They are seeking 60 days' notice period along with additional two months of rent as penalty for early termination. Is this legal?

A: It should be understood that the early termination clauses in your tenancy contract will be binding on the landlord and the tenant and these should be in accordance with Law No. 26 of 2007 Regulating Relationship Between Landlords and Tenants in the emirate of Dubai, amended by Law No. 33 of 2008 (the 'Dubai Rental Law'). Article 4(1) of the Dubai Rental Law states: "The tenancy relationship between the landlord and tenant shall be governed by a tenancy

Know the law



A valid tenancy contract cannot be unilaterally terminated by landlord or tenant, unless both parties agree on such termination or in accordance with the provisions of the law

contract describing the property in detail, the purpose of the tenancy period, rent and name of the owner if the owner is not the landlord."

Based on the aforementioned provision of the law, you should notify the owner two months in advance about your intention to terminate the contract before its end date and further compensate the owner of the building by paying him two months of rent as specified in your agreement. Further, Article 7 of the Dubai Rental Law states: "If a tenancy contract is due and valid, it cannot be unilaterally terminated by landlord or tenant, unless both parties agree on such termination or in accordance with the provisions of this law."

Therefore, you may personally approach and negotiate with your landlord and try to arrive at a solution, which suits both parties. On the other hand, you may also approach the Rental Dispute Centre in Dubai and seek their opinion and advice on this matter.

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Know the law



Every employee shall be granted, once in the course of his period of service, a special leave without pay for the purpose of fulfilling the obligation to make a Haj pilgrimage; such leave shall not be counted towards any other periods of leave and shall not exceed 30 days