

Landlord's consent must to modify your apartment



LEGAL VIEW
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Q: I recently vacated a one bedroom rented apartment in Dubai after residing in it for four years. I had paid Dh4,000 to the landlord as security deposit, at the time of renting the apartment. The landlord has informed me that he will only refund Dh2,500 security deposit. I had got the apartment painted at my own cost during the period of my stay there. The landlord is contending that there is some difference in paint colour and does not match the colour at the time the apartment was rented to me. The deductions from security deposit also include drilling on walls for hanging paintings, clocks and hangers. Is this justified? How can I challenge it?

A: Pursuant to your queries, we assume that you had not taken prior approval of the landlord to paint the walls and to change the colour on the walls of the apartment.

The tenant has to take necessary prior approvals from the landlord if he has to carry out any decoration or painting work within the premises. This is in accordance with Article 19 of Law No. 26 of 2007 regulating the relationship between landlord and tenants in the emirate of Dubai (the 'Dubai Rental Law'), which states:

"The tenant must pay the rent on due dates and maintain the real property in such a manner as an ordinary person would maintain his own. Without prejudice to the tenant's obligation to carry out the restorations that have been agreed upon or which are customary for tenants to undertake the tenant may not make any changes or carry out any restoration or maintenance works to the real property unless so permitted by the landlord and after obtaining required licences from the competent official entities."

Further, drilling of holes on the wall may not be treated as reasonable wear and tear and considered as structural damages even if they look like minor changes. If you had undertaken to paint the wall and drill minor holes on the wall of the rented apartment based on the written consent of the landlord, you are now entitled to claim the security deposit from the landlord while

vacating the premises in accordance with Article 20 of the Dubai Rental Law. It states: "When entering into a lease contract, the landlord may obtain from the tenant a security deposit to ensure maintenance of the real property upon the expiry of the contract, provided that the landlord undertakes to refund such deposit or remainder thereof to the tenant (when the contract ends)."



Know the law

Upon the expiry of the term of the lease contract, the tenant must surrender possession of the real property to the landlord in the same condition in which it was received at the time of entering into the agreement, except for ordinary wear and tear or damage due to reasons beyond control.

The tenant has to hand over the rented apartment to the landlord in the same condition as it was when its possession was taken. This is in accordance with Article 21 of the Dubai Rental Law, which states:

"Upon the expiry of the term of the lease contract, the tenant must surrender possession of the real property to the landlord in the same condition in which it was received at the time of entering into the agreement, except for ordinary wear and tear or damage due to reasons beyond tenant's control. In the event of dispute between the two parties, the matter must be referred to the tribunal to issue an award in this regard."

However, based on the aforementioned scenarios, the interpretations related to reasonable wear and tear and structural changes may vary from case to case. The interpretation of the same is as per the perception and understanding of an individual. Therefore, you may approach Dubai Rental Dispute Centre in Dubai to seek further advise on the refund of security deposit.



Q: Probation can't be extended beyond 6 months
I am employed in a reputed

company based in Dubai since November 19, 2017. The offer letter issued to me by my employer states the probation period as three months whereas the employment contract mentions the probation period as six months. I have completed six months of employment with my employer. Despite this, my employer is not willing to confirm my employment stating that my performance is not fully satisfactory and therefore, my probation period has been extended by further two months. Is this legal?

An employee cannot be on probation under the same employer for more than once and the maximum probation period shall be six months. This is in accordance with Article 37 of the Federal Law No. 8 of 1980 regulating employment relations in the UAE (the 'Employment Law') which states: "An employee may be engaged on probation for a period not exceeding six months, during which his services may be terminated by the employer without notice or severance pay: Provided that an employee shall not be engaged on probation more than once in the service of any one employer. Where an employee successfully completes his period of probation and remains in his job, the said period shall be reckoned towards his period of service." You may discuss the aforesaid article of the Employment Law with your employer so your probation period is not extended further.

Know the law



An employee may be engaged on probation for a period not exceeding six months, during which his services may be terminated by the employer without notice or severance pay.

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