

Landlords have the right to hike rents at time of renewal



LEGAL VIEW
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I live in a two-bedroom flat in Al Qassimia, Sharjah, and completed three years here in February 2013, following which my landlord increased my rent from Dh32,000 to Dh35,000. My tenancy contract renewal comes up in February 2014 and I approached the rental agency, which said there will be a rent increase in line with increases across the emirate but did not specify how much. I am in a dilemma as I have to give the landlord two months' notice if I want to shift, or forego my deposit when shifting. Can they increase the rent again this year? There is no clarity for the common tenant in Sharjah.

It is understood that you have completed three years, living in a two-bedroom apartment in Al Qassimia, Sharjah, in February 2013, and during that time, your rent for the apartment was increased. Further, we understand that the next renewal of the contract is due in the month of February, 2014.

Pursuant to your questions, we are of the view that your landlord is within his rights to increase the rent for the apartment at the time of next renewal, in accordance with the prevailing regulations in the emirate of Sharjah. Further, there are no spe-

cific provisions or mandates as to an upper limit on the possible rental hikes that you may have to incur. In view of this, you may consider negotiating with your landlord on the rental hikes during the upcoming renewal of your tenancy contract.

Further to this, we presume that your tenancy contract obliges you to provide a prior notice of two months if you intend to vacate the apartment and in non-compliance of this, you shall not receive your security deposit that you had paid to your landlord. Pursuant to these issues you may consider taking the advice of a legal practitioner in the emirate of Sharjah who may provide a proper guidance as to your actual rights and liabilities in this regard and also the obligations that a landlord may have to incur under such circumstances.

Duped in phishing scam

I was duped in a credit card scam online in October. A pop-up advertisement appeared, which asked me to update my anti-virus software and I clicked it without verifying the source. I also gave my card details when it asked me thinking that my computer would be secure. Two days later, I got a notification saying I had spent 3000 Euros and then an-

other 4000 Euros on my credit card. I alerted my bank, which blocked the card and went through the process of filing a complaint on a form as required by the bank. I was promised the phishing scam would be looked into by the bank, but nothing has happened so far. They are evading the issue of compensation. Should I file a complaint with the police about the scam?

It is understood that your negligence tricked you into entering your credit card details onto a phishing website on the pretext of renewal of your computer's anti-virus software licence and subsequently you came to know that on two occasions, amounts of 3000 Euros and 4000 Euros respectively were debited to your credit card.

Pursuant to your question, we are of the view that since you have already filed a complaint with the bank

which issued the credit card (referred to as "Bank" hereon), you may now follow up with the Bank from time to time on the action they are taking with respect to the matter.

However, pursuant to the matter, we are of the view that you shall remain vulnerable to charges of being a 'defaulter' to the Bank with respect to your credit card expenditures, even though those expenditures were done without your knowledge or authorisation. Normally banks in the United Arab Emirates obtain a cheque from the card holder at the time of issuance of a credit card. It is assumed that the Bank must have obtained a cheque from you as well. We would therefore suggest you to pay the outstanding amount due to the Bank, to refrain the Bank from initiating any criminal and or civil legal action against you.

Further, since the expenses are incurred in Euros, it may be pre-

sumed that the scam has its origins in the Euro-zone, which is outside the jurisdiction of the authorities of UAE. On what basis do you intend to claim compensation from the Bank? The Bank may argue that you are a victim due to your own negligence

and therefore may absolve itself from any liability. The Bank may not find any merit in you seeking compensation from the Bank as normally banks notify its card holders to remain cautious and refrain from making on line purchases.

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