

You can be fired for non-performance



LEGAL VIEW Ashish Mehta

I have been working in a company incorporated at the Sharjah Airport International Free Zone on a three-year visa. I have now completed 26 months with the company. On September 15, I was terminated without serving a notice period. When I asked for my final settlement, they said that I had been given two warnings last year. One of the warnings was through e-mail, and one was on paper, which I signed. Does this mean that legally I am not entitled to any end of service benefits and three months salary upon termination?

Pursuant to your questions, it should be noted that if your termination letter has reference to your previous warning letters and the termination is based on the same reasons mentioned in the previous warning letters, then your employer may terminate your employment. This is in accordance with Article 120 (e) of the Federal Law No. 8 of 1980 regulating Labour Relations in the UAE (the "Employment Law"), which states: "An employer may dismiss a worker without notice if the worker

does not perform his basic duties under the contract of employment and persists in violating them despite the fact that he has been the subject of a written investigation for this reason and that he has been warned that he will be dismissed if such behaviour continues."

In the event your employment has been terminated based on the aforementioned grounds and the warning letters issued previously are also covering the same grounds, then you are not entitled for termination benefits. This is in accordance with Article 139 (a) of the Labour Law, which states: "A worker shall forfeit all entitlement to severance pay if he is dismissed from service for any of the reason specified in article 120 of this law or if he leaves his work in order to avoid being dismissed in accordance with that article."

If your termination is not based on the aforementioned provision of the Employment Law, then you may file a complaint at Ministry of Human Resources and Emiratization on grounds of arbitrary termination based on Article 122 of the Labour Law and you are eligible to claim compensatory salary up to three months.



Know the law

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File a complaint if you don't get your security deposit back
I had rented a studio apartment from a real estate agent who was holding the power of attorney. He collected a rent cheque and a deposit cheque from me issued in the name of the owner. I have now vacated the apart-

ment and want my security deposit back, but the agent is no longer taking my calls or responding to my messages. What are the legal options available to me?

Your claim for refund of the security deposit is against the owner of the apartment as the real estate agent acted for and on behalf of the owner pursuant to a power of attorney granted by the owner to the real estate agent. We assume the rented premises is located in the emirate of Dubai.

Pursuant to your questions, the owner of the apartment or the real estate agent who is representing the owner of the apartment is obligated to return back the security deposit cheque back to you or the equivalent amount mentioned in the cheque if the said security cheque is already encashed by the owner of the apartment.

This is in accordance with Article 20 of the Law No. 26 to 2007 Regulating the Relationship between Landlord and Tenants in the Emirate of Dubai, which 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 lease contract, provided that the landlord undertakes to refund such deposit

or remainder thereof to the tenant upon the expiry of the lease contract."

Further, real estate agents are bound by Law No. 85 of 2006 regulating the Real Estate Brokers Register in the Emirate of Dubai. Article 21 of aforementioned law states: "A real estate broker will be deemed the trustee of any amounts, securities, bonds, or any other items delivered to him by any of the parties for safekeeping or for delivery to the other party.

The real estate broker must deliver such items as agreed and will be bound by the relevant trusteeship rules."

Based on the aforesaid provisions, you may file a complaint with Real Estate Regulatory Agency and Dubai Rental Dispute Centre against the owner of the apartment as your contract was with the owner of the apartment.

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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