

Landlord's written approval must for changes



LEGAL VIEW Ashish Mehta

I have been residing in a rented apartment at South Ridge, Downtown in the emirate of Dubai for nearly 9 years. The apartment has basic amenities like washing machine, toaster, in built fridge, stove and oven. The washing machine had a breakdown and it cost me around Dh600 to fix it without the Dh150 charge of the technicians for a home visit. I had sent proof of the defect of the washing machine to the landlord informing him that it produced high decibel sounds of the drum spinning at high RPM and sheets being stained. Moreover, I have a kid who is going to school and so could not afford to have mounting dirty clothes. Since the cost to repair is not justifiable versus the price of new washing machine, I purchased a new washing machine and paid the technicians to install the new one and remove the old one (which belongs to

landlord). Now, the landlord states that it was minor maintenance and insisting that my husband's company has to pay for the washing machine. What should I do?

Pursuant to your queries, the rentals of an apartment includes basic amenities in the common areas of the building and the amenities permanently fixed within the rented premises. Any other amenities provided by the landlord should be specifically mentioned in the tenancy contract. This is in accordance with Article 11 of the Law No. 26 of 2007 regulating the Relationship between Landlord and Tenants in the Emirate of Dubai (the 'Dubai Rental Law'), which states, "Unless otherwise agreed, the Rent will cover use of the Real Property amenities such as swimming pools, playgrounds, gymnasiums, health clubs, car parks and other amenities."

Further, it is the responsibility of the landlord to maintain the ameni-

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ties provided to the tenant. This is in accordance with Article 17 of the Dubai Rental Law, which states, "The Landlord may not make to the Real Property or any of its amenities or annexes any changes that would preclude the Tenant from full use of the Real Property as intended. The Landlord will be responsible for such changes whether made by him or any other person authorised by the Landlord. Further, the Landlord will be responsible for any defect, damage, deficiency and wear and tear occurring to the Real Property for reasons not attributable to the fault of the Tenant."

As a tenant it is your responsibility to take approvals from the landlord before carrying out any alteration or changes to the rented premises. In the event the landlord delays or does not agree to carry out any essential replacements or changes you should have approached the Rental Dispute Centre in the emirate of Dubai.

This is in accordance with Article 19 of 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 property. Without prejudice to the Tenant's obligation to carry out the restorations that have been agreed upon or which are customary for Tenants 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 licenses from the competent official entities."

It is noted that you had disposed the washing machine of the landlord, which you should not have done until he has approved it in

writing. Even though it was not in working condition you should have kept it aside when you purchased the new washing machine. Based on this the landlord can deduct the amount from the security deposit.

You should read the tenancy contract to determine if there is a provision which covers replacement of white goods and who is responsible to pay for such replacement.

What is the minimum salary to sponsor child?

I work in Dubai, but plan to leave the country soon. Right now, my four-year-old daughter is under my sponsorship and my wife works in Sharjah. Will it be possible for my wife to sponsor our daughter? What is the procedure for a woman sponsor her children legally in the UAE?

Pursuant to your queries, it is assumed that your wife is on sponsorship of her employer and based on this your wife may apply for a dependent visa for your daughter in UAE. For this, you will need to apply to the General Directorate of Residency and Foreigners' Affairs (the Directorate) in the emirate

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As per the prevailing GDRFA rules, a woman can sponsor her child if she has a minimum salary of Dh10,000 or a salary of Dh7,000 plus accommodation provided by her employer or her own accommodation. In case it's her own, a valid tenancy contract must be provided.

your wife and daughter reside and the issuance of the visa for your daughter will be at the sole discretion of the directorate.

As per the prevailing rules of the directorate, a woman can sponsor her child if she has a minimum salary of Dh10,000 or salary of Dh7,000 plus employer's accommodation or her own accommodation. In case of her own accommodation she should have a valid tenancy contract for her accommodation. Further, she need to secure a letter of no-objection or NOC from you stating that you have no objections to your daughter being sponsored by your wife.