

Retirement age of 65 can be increased



LEGAL VIEW Ashish Mehta

I am a 70-year-old expatriate with a vast experience in hospitality industry and had resided in the UAE for four decades. My previous employer did not renew my work permit and residence visa due to age factor. Now I am visiting the UAE on three months' long-term tourist visa and looking for a job offer of senior management position with any hotel, preferably in the emirate of Sharjah. Recently, I had a meeting with one of the hotel owners and few of my acquaintances have opinion that one can be employed after 70 years of age if Dh5,000 per year is borne by the employer. In that case, I will be willing to bear the said cost. My son is based in the UAE and he is requesting me to be under his dependent residence visa so that I can go ahead to work with any hotel industry in the UAE.

Since January 2011, the Ministry of Human Resources & Emiratisation has been accepting requests for work permits of individuals over the age of 60 years up to the age of 65; thereby enhancing the retirement age from 60 to 65. As

per the prevailing provisions, for all employees working in private sector entities registered under the Federal laws of the UAE, the retirement age is 65 years.

However, the age limit of 65 years on the retirement may be further increased considering the individuals' nature of work, credentials, expertise which is important for the entity he is working for.

Further to this, employment visa may be issued to an employee annually after he/she attains the age of 65 years. The employer should bear the charges of Dh5,000 payable to Ministry of Human Resources & Emiratisation. This is in accordance with Cabinet of Ministers Resolution

Know the law

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No. 27 of 2010 on the fees and penalties for services provided by Ministry Human Resources & Emiratisation. In the event your son sponsors your visa as his dependent, your employment is subject to the approval of the Ministry of Human Resources & Emiratisation.

Notify landlord 90 days in advance to get security refund I have been residing in a rented apartment in Dubai and the tenancy and Ejari expired on January 31. I did not renew my tenancy and served sufficient notice period to the real estate agent. Now, the agent is not providing me NOC so that I can cancel my Ejari and my calls are not answered by him. I had also paid a refundable deposit to my real estate agent on the assurance that it will be refunded at the time of vacating the apartment. What is the amicable way or legal way to get the NOC letter and my refundable deposit?

Pursuant to your queries, we assume that you have served 90 days' notice to the landlord (real estate agent) that you do not wish to renew your tenancy contract prior to its expiry. This is in accordance with Article 13 and Article 14 of the Law No. 33 of 2008 Amending Law No. 26 of 2007 regulating the relationship be-

tween landlords and tenants in the emirate of Dubai.

Article 13 which states that "For the purpose of renewing the tenancy contract, the landlord and tenant may, prior to the expiry of the tenancy contract, amend any of the terms of the tenancy contract or review the rent, whether increasing or decreasing it. Should the landlord and tenant fail to reach an agreement, then the tribunal may determine the fair rent, taking into account the criteria stipulated in Article 9 of this Law."

Further, Article 14 states: "Unless otherwise agreed by the parties, if either party to the tenancy contract wishes to amend any of its terms in accordance with Article 13 of this Law, that party must notify the other party of same no less than ninety (90) days prior to the date on which the tenancy contract expires."

The landlord should return your refundable deposit subject to the terms of the tenancy contract. This is in accordance with Article 20 of Law No. 26 of 2007 regulating the relationship between landlords 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,

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If either party to the tenancy contract wishes to amend any of its terms then that party must notify the other party of the same no less than 90 days prior to the date on which the agreement expires.



provided that the landlord undertakes to refund such deposit or remainder thereof to the tenant upon the expiry of the lease contract."

In the event you wish to settle the matter amicably with your landlord and agent, it is recommended that you approach department of mediation and conciliation directorate of the rental dispute centre of Dubai. This is in accordance with Article 10 of the Decree No. 26 of 2013 concerning the Rent Disputes Settlement Centre in the emirate of Dubai.

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.