

# Can my boss put me on unpaid leave indefinitely amid Covid?



**ASHISH MEHTA**  
LEGAL VIEW

**Q** I have been put on unpaid leave since May 2020 and my employer wants to extend it until the end of December. He also mentioned the leave might be extended even further until the end of quarter 1, 2021. Can employers put their employees on unpaid leave indefinitely? Also, my boss has not renewed my health cover even though I am still employed by the company.

**A** Pursuant to your queries, we assume that you are employed in a mainland company based in Dubai. Therefore, the provisions of a ministerial resolution concerning the employment stability in establishments of the private sector during the application of precautionary measures to control novel coronavirus outbreak (Ministerial Resolution No. 279 of 2020); and the provisions of Dubai Law No. 11 of 2013 concerning health insurance in Dubai (Dubai Health Insurance Law) are applicable.

An employer may call upon its employees to avail of unpaid leave during the applicability period of Ministerial Resolution No. 279 of 2020. Your employer may ask you to avail of unpaid leave. He/she may have to agree with you to extend your unpaid leave with valid reasons related to the pandemic.

Further, your employer is obligated to provide you with health insurance facilities. This is in accordance with Article 10 of the Dubai Health Insurance Law, which states: "The employer shall be obliged to do the following:


1. Cover the employees thereof by health insurance in accordance with the health insurance policy applicable thereby, providing to comply with the provisions of this Law and the resolutions issued pursuant thereto.
2. Bear the costs for such health insurance coverage rather than making the beneficiaries bear such costs.
3. Verify that the health insurance of the employees thereof is valid for the length of their work period at the employer.
4. Bear the health services and medical intervention costs in emergencies for any of the employees thereof, if any of them has no health insurance in accordance with the provisions of this law.
5. Give the employees thereof the health insurance card.
6. Provide the health insurance policy upon the residence issuance or renewal of the employees thereof.

7. Any other obligations specified by the Authority pursuant to the resolutions issued thereby in such concern."

Therefore, based on the aforementioned provision of law, your employer should provide you with health insurance during the period of your employment. Article 23 of the Dubai Health Insurance Law states that if an employer fails to provide health insurance, the authority concerned or the Dubai Health Authority (DHA) may impose penalties ranging from Dh500 to Dh150,000. If the employer violates this law repeatedly, penalties may go up to Dh500,000.

If you feel that your employer intends to extend your unpaid leave without valid reasons and if your employer does not provide you with health insurance facilities, you may approach the Ministry of Human Resources and Emiratization and DHA to file a complaint against your employer.

## Know the law


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## Your landlord has to ensure security in your building

**Q** I live in a residential building in a densely populated part of Dubai. The building has a supermarket right below. Residents were given perks such as security at the main entry points, a garage and a special access to the supermarket from inside the building. Earlier, this was great, but now it has become a security threat and a nuisance. Random people from neighbouring buildings have discovered this access and instead of walking around the building to go to the supermarket, they walk through my building. The security system is in disarray and the landlord refuses to fix it. The supermarket may be colluding with the landlord to allow outsiders to use the building as a shortcut to increase business. I love the building and neighbourhood but the landlord refuses to make any changes and safety is now an issue. What can we do about this? How do I prevent strange people from walking around in the building?

**A** Pursuant to your queries, as you are residing in a rented apartment in Dubai, the provisions of Dubai

## Know the law

 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.

Law No. (26) of 2007 'regulating the relationship between landlords and tenants in Dubai' (Dubai Rent Law); and the provisions of Federal Law No. (5) of 1985 on the issuance of the civil transactions law (Civil Transactions Law) are applicable.

It is the responsibility of the landlord of the building to provide peaceful possession of the rented apartment to the tenant. This is in accordance with Article 770 (1) of the Civil Transactions Law, which states: "The lessor may not do anything which disturbs the lessee in his enjoyment of the leased property during the period of the lease, and shall not make any alterations to the property that prevent or disturb such enjoyment, otherwise he shall be held liable."

A tenant has the right to use the amenities in the building including the usage of common areas and such right of a tenant may not be curtailed or disturbed by any other third party. This is in accordance with Article 11 of 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."

Based on the aforementioned provisions of law, as a tenant, it is your right to have peaceful possession of your rented apartment and this includes the usage of amenities and common areas in the said building unless otherwise agreed in the tenancy contract.

You may approach your landlord along with the other tenants in your building and submit in writing the security threat and nuisance which you feel as tenants due to the usage of the private access in the building by the public. You may request the landlord to take necessary actions related to security of the building. In the event your landlord does not agree, you may approach the Rental Dispute Centre in Dubai and file a complaint against your landlord.

**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](http://www.amalawyers.com). Readers may e-mail their questions to: [news@khaleejtimes.com](mailto:news@khaleejtimes.com) or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.