

Complain against your landlord if he tries to evict you during virus crisis



ASHISH MEHTA
LEGAL VIEW

Q I am an Abu Dhabi resident and my rental agreement is due for renewal in a couple of weeks. I find the current apartment I am residing in overpriced, and therefore, I had decided to vacate it. Accordingly, I had notified the building management two months ago about my intention. But due to the ongoing Covid-19 crisis, I fear going out to find a new flat. Even if I find one, I wonder if I will get packers and movers to shift my household stuff. Further, I am unsure whether I would find maintenance personnel during this period. I am concerned if the building management commits my current apartment to a prospective tenant. Is there any protection available to me during this period wherein I get an extension of three months and continue to pay the rent on a monthly basis as per the existing rental agreement?

A: Pursuant to your query, it should be understood that as you are a resident in the emirate of Abu Dhabi, the provisions of Law No. 20 of 2006 of emirate of Abu Dhabi concerning tenancy and organisation of landlord-tenant relation in the emirate of Abu Dhabi (the 'Abu Dhabi Rental Law') and its subsequent amendments are applicable. Article 20 (3) of the Abu Dhabi Rental Law states that the landlord is not in a position to demand eviction of the tenant on expiry of the tenancy contract term - "Tenancy contract shall remain valid until the end of the period specified therein. It may be renewed for an identical period(s) unless either party declares his willingness in writing to evacuate the subject of contract or to modify its terms prior to the date of the expiry, yet according to the following condition:


However, a landlord may not request the tenant to evacuate the subject of contract save upon the elapse of three years from the date of the original contract, unless it is otherwise decided by the committee and provided that the tenant is granted a time-grace of not more than six months beginning from the date fixed by the committee for such evacuation, and provided that the tenant has used the subject of tenancy for a period of not less than one year..."

The aforementioned provision was amended by Abu Dhabi Law No. 4 of 2010 which allowed the landlord to evict

the tenant on expiry of the tenancy contract subject to necessary notice requirements being fulfilled by the landlord as per the tenancy contract or the prevailing rentals laws in the emirate of Abu Dhabi.

In light of the current Covid-19 crisis, on March 23, His Highness Sheikh Mohamed bin Zayed Al Nahyan, Crown Prince of Abu Dhabi and Deputy Supreme Commander of the UAE Armed Forces, ordered that Abu Dhabi Judicial Department shall temporarily suspend all the ongoing eviction cases during the crisis. Based on this, as your tenancy contract is due to lapse in a few days and since you have already notified the landlord through the building management of your apartment, you may request them in writing to extend your tenancy period on the same existing terms of the tenancy contract for another three months due to the current coronavirus crisis. In the event your landlord demands eviction during the

Know the law

 The Abu Dhabi Judicial Department has been ordered to temporarily suspend all the ongoing eviction cases during the Covid-19 crisis

Covid-19 crisis period, you may approach Rental Dispute Settlement Committee, which is part of Abu Dhabi Judicial Department, and file a complaint against your landlord.

Covid-19: Mutual consent must to slash salary

Q I wish to resign from my current employment and intend to explore other job opportunities. I have been made aware of a new regulation that regulates the contractual relationship between an employer and its non-national employees which enables employers in the private sector to restructure its employment contracts due to Covid-19 crisis. Is my employer permitted to amend my employment contract for the purpose of reducing the end of service benefits due to me by reducing my salary structure? Should I put my resignation on hold?

A: At the outset, we assume that you are employed by a private sector company incorporated in the mainland of the UAE and you are not

a citizen of the UAE. In view of the ongoing Covid-19 pandemic and the preventive measures being taken to contain its spread, it may be noted that the Ministry of Human Resources and Emiratisation (the Mohre) has issued Ministerial Resolution No. (279) of 2020 concerning the employment stability in establishments of the private sector during the application of precautionary measures to control novel coronavirus outbreak.

In response to the first query, it may be noted that an employer affected by the precautionary measures being taken to contain Covid-19 may choose to temporarily or permanently reduce the salary of its employee. This is in accordance with Article 2 (4) and (5) of the Ministerial Resolution, which states:

"Article 2:

Establishments affected by the precautionary measures referred to above, who wish to reorganise its employment relations, shall take the following measures gradually, and in agreement with the non-national employee, as per the following:

1. Apply a remote working system.
2. Granting a paid leave.
3. Granting an unpaid leave.
4. Temporarily reduction of salary during the mentioned period.
5. Permanent reduction of salary."


However, it may be pertinent to note that for your employer to temporarily reduce your salary during the application of precautionary measures, you and your employer shall have to (i) agree to a 'Temporary Additional Addendum' to the original employment contract, as per the template attached with the Ministerial Resolution which shall end upon the duration mentioned in the 'Temporary Additional Addendum' or upon the end of the period of applying the precautionary measures; (ii) renew the 'Temporary Additional Addendum' in agreement between you and your employer; and (iii) two copies of the 'Temporary Additional Addendum' shall be executed one copy being in your possession and the other being in the possession of your employer and your employer shall be obliged to present the 'Temporary Additional Addendum' to the Mohre when required. This is in accordance with Article 5 of Ministerial Resolution, which states:

Article 5:

Establishments that wish to temporarily reduce the salary of a non-national employee during the mentioned period shall take the following actions:

1. Conclude a 'Temporary Additional

Know the law

 If employer abides by the procedures stipulated under the Ministerial Resolution, he may be permitted to reduce employee's salary temporarily or permanently provided the employee and your employer mutually agree to do so

Addendum' to the employment contract between both parties, in accordance to the template attached to this Resolution, provided that it shall expire at the end of its term or enforceability of this Resolution, whichever comes first.

2. Renewing the addendum referred to in Clause 1 of this Article shall in agreement between both parties.
3. The addendum referred to in Clause 1 of this Article shall be executed in two copies, each party holding a copy, and the employer shall commit to present it to the Ministry whenever asked."

Further, if an employer chooses to permanently reduce the salary of its non-national employee, the employer shall first have to apply for the 'Amend Contract' service to obtain the approval from the Mohre. This is in accordance with Article 6 of the Ministerial Resolution, which states:

Article 6:

Establishments that wish to permanently reduce the salary of a non-national employee shall commit to apply to the service of 'Amend Contract' to obtain the ministry's approval as per the applicable procedures."

Based on the aforesaid provisions, it may be noted that if your employer abides by the procedures stipulated under the Ministerial Resolution, your employer may be permitted to reduce your salary temporarily or permanently provided you and your employer mutually agreed to do so.

Therefore, if you resign from your employment now, your end of service benefits should be calculated on your current remuneration as you have not accepted a reduced remuneration.

ASHISH MEHTA is the founder and Managing Partner of Ashish Mehta & Associates. He is qualified to practise law in Dubai, the United Kingdom 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.