

Employee need not bear part of health insurance expense



LEGAL VIEW ASHISH MEHTA

Q: I work on a part-time basis for an employer based in Dubai. I am under my husband's sponsorship for the last 13 years while I have been working in the same company. Since I am no longer under my husband's sponsorship, I requested my employer to sponsor my residence visa, which they did. Based on my age, health insurance premium for me is a bit expensive. Therefore, my employer is asking me to pay for the extra cost of the health insurance, though there is no such provision in the contract.

A: It is an obligation of your employer to provide you the health insurance cover, while bearing its entire cost. Article 10 of the Law No. 11 of 2013 concerning health insurance in Dubai, states: "The employer shall be obliged to do the following:

1. Cover the employees' 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 do so.
3. Verify that the health insurance of the employees is valid for the length of their work period at the employer's company.
4. Bear medical intervention costs in emergencies for the employees, if any of them has no health insurance in accordance with the provisions of this law.
5. Give the employees the health insurance card.

6. Provide health insurance policy upon the residence visa issuance or its renewal.
7. Any other obligations specified by the authority pursuant to the resolutions issued thereby in such concern."

Based on the aforementioned provisions of law, it is responsibility of the employer to provide health insurance coverage to the employees in the emirate of Dubai. The employer should not demand or request the employee to bear part of cost of health insurance premium.

Tenant can't sublet rented flat without landlord's nod

Q: I am residing in a two-bedroom apartment with my wife and two children in Sharjah. I am planning to share my flat with another family and split the cost of rent by subletting my apartment. Is it okay to do that?

A: Pursuant to your query, it should be noted that in the emirate of Sharjah, a tenant cannot sublet the rented premises granted to him to any third party without the consent of the landlord.

This is in accordance with Article 20 of the Sharjah Law No. 2 of 2007 on regulating the relationship between landlord and tenant in the emirate of Sharjah (the 'Sharjah Rental Law'), which states: "a. The tenant shall not assign the lease or sub-lease of the whole or part of the premises without the written permission of the landlord. The subsequent permission to act, whether express or implicit, shall be considered as the formal written approval.

- b. Landlord may grant the tenant in the lease contract the right to assign or sublet all or part of the leased premises provided the duration of sub-lease contract does not exceed the period specified in the original contract.
- c. If the tenant sub-leases the premises, the sub-lease contract shall govern the

Know the law



Landlord may grant the tenant in the lease contract the right to assign or sublet all or part of the leased premises provided the duration of sub-lease contract does not exceed the period specified in the original contract

relationship between the tenant and the subtenant. However, it shall not affect the rights and obligations of the tenant towards the landlord under the original lease contract, unless otherwise agreed upon.

- d. The implementing regulations shall govern the procedures of these contracts."

Therefore, based on the aforementioned provision of law, it is apt that you seek the written permission of your landlord before sub-leasing your apartment to another family. In the event you sublet the apartment without your landlord's nod, the landlord has the right to evict you from the flat.

This is in accordance with Article 12(3) of the Sharjah Rental Law, which states: "Landlord may not demand eviction of the tenant prior to expiry of tenancy period before the lapse of three years as of the signature date of the lease contract unless the tenant sublets the premises without the consent of the landlord and without prejudice to the provisions of the transfer of ownership of a commercial concern determined in accordance with the provisions of the federal law of commercial transactions."

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.

Know the law



The employer is obliged to cover the employees by health insurance in accordance with the health insurance policy applicable. The employer can't ask the beneficiary to bear the insurance cost.