

One-year notice must to evict tenant

Landlord liable to refund tenant's security deposit if real estate company shuts down



LEGAL VIEW
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I own a one-bedroom apartment in Dubai. I signed a contract with a real estate company for property management for one year in June 2014. The real estate company gave me four cheques towards the rent, of which two got cleared and the third cheque bounced in December.

The management of this company is absconding and their offices have been sealed by the authorities. I have lost six months' rent. The real estate company sublet my property to a tenant on July 1, 2014, for a year. The tenant paid them the full year's rent in one cheque (the tenant was charged a lower rent) and so, I cannot hope to get the rent from the tenant for the remaining six months.

I want to evict the tenant at the end of her contract (June 30, 2015).

Please advise me on the following:

1. Can I evict the tenant at the end of her contract with the real estate company or do I have to give her one year's notice from the date of my communication to her, even though the real estate management is absconding with my six months' rent?

2. What is the correct procedure for this: (a) Should I arrange for a court order asking the tenant to vacate on June 30, 2015? (b) Will a written request in English on plain paper sent by registered mail or e-post addressed to the tenant asking her to vacate the property at the end of her contract be valid? The tenant has said she is aware of her rights when I conveyed my intention of asking her to vacate the flat at the end of her contract.

3. The tenant had given a security deposit cheque to the real estate company. Does she have the right to demand the security deposit from me when vacating the flat?

It is understood that you own a one-bedroom apartment in Dubai, and you had entered into an agreement with an entity engaged in the business of real estate management ("Entity"), and it is assumed that you had given the Entity due legal authority to sublet, manage the property and collect rental payments on your behalf. Further, it is understood that the office of the Entity is now closed. It is further noted that the Entity had previously sublet the property to a lady tenant by way of a tenancy contract which had your name as the owner of the property and the tenancy contract was signed on your behalf by the Entity. While the Entity had received the entire year's rent from the tenant in one installment by cheque, you could recover only six months' rent from the Entity. In view of this, you now wish to evict the tenant from your property at the time of expiry of the tenancy contract on June 30, 2015.

Pursuant to your questions, it may be noted that matters pertaining to tenancy are subject to the provisions of the Law No 26 of 2007 Regulating Relationship Between Landlords and Tenants In the Emirate of Dubai as

amended by the Law No 33 of 2008 (the "Tenancy Law").

Pursuant to the Tenancy Law, it may be noted that upon expiry of tenancy contract, a owner may ask its tenant to vacate the premises under possession of the tenant only for certain specific reasons and through due procedure prescribed in the Tenancy Law. It may also be noted that any notice for eviction must be served on the tenant at least a year prior to the intended date of vacating the property and notice for the same has to be sent to the tenant either through the Notary Public or by registered mail. These provisions are in accordance with clause 2 of Article 25 of the Tenancy Law which reads as follows:

"Landlord may demand eviction of tenant upon expiry of tenancy contract limited to the following cases:

(a) If the owner wishes to demolish the property for reconstruction or to add new construc-

tions that prevent tenant from benefitting from the leased property, provided that necessary licences are obtained.

(b) If the property requires renovation or comprehensive maintenance which cannot be executed while tenant is occupying the property, provided that a technical report issued by the Dubai Municipality or accredited by it is to be submitted to this effect.

(c) If the owner of the property wishes to recover the property for use by him personally or by his next of kin of first degree provided that he proves that he does not own a suitable alternative property for that purpose.

(d) If the owner of the property wishes to sell the leased property.

And for the purpose of clause (2) of this Article, landlord must notify tenant with reasons for eviction at least 12 months prior to the determined date of eviction subject that such notice be sent through the Notary Public or by registered mail."

In view of the foregoing it may be advised that you may seek eviction of your tenant provided you serve notice for the same a year be-

CONDITIONS FOR EVICTING TENANTS

- > If the owner wishes to demolish the property for reconstruction or to add new constructions
- > If the property requires renovation or comprehensive maintenance
- > If the owner wishes to recover the property for use by him personally or by his next of kin of first degree
- > If the owner wishes to sell the leased property

fore the anticipated date of eviction. Thus, if you serve the eviction notice in the month of February this year, your tenant will be required to vacate the property in the month of February 2016. However, since the tenancy contract will expire on June 30, 2015, you may consider renewing the contract for a shorter term of eight months (that is from July 2015 to February 2016) for good order. In order to do so, you will have to serve a notice, 90 days prior to the expiry of the existing tenancy contract, in accordance with Articles 13 and 14 of the Tenancy Law which shall

state as follows:

"Article 13: For the purpose of renewing tenancy contract, landlord and tenant upon expiry of the tenancy contract may amend any of the contract's terms or review the rent whether by increase or decrease. If the parties do not reach an agreement regarding this, the Committee may decide fair rent considering the standards referred to in Article No. (9) of this Law."

"Article 14: If either party of tenancy contract wishes to amend any of its conditions pursuant to Article (13) of this Law, then he must notify the same to the other party not

less than 90 days prior to expiry date, unless both parties agreed otherwise."

Further, in response to your second question, it may be noted that in accordance with the provisions of the Tenancy Law you may serve a notice for eviction to your tenant either through the Notary Public or by registered mail. But in view of the foregoing, the notice for eviction must be served at least a year prior to the anticipated date of eviction and the reason for such eviction must be any one of those mentioned under Article (25) clause 2 of the Tenancy Law.

In response to your last question, we may assume that you had given due authority to the Entity for collection of all payments with respect to the subletting of your property including the collection of deposits. Pursuant to this, if the tenant had paid the deposit amount to the Entity in accordance with the terms and conditions of the tenancy contract, then the tenant has a right to recover any such refundable amount which she might have paid to the Entity authorised to collect payments on your behalf.