

Working on visit visa is illegal



LEGAL VIEW Ashish Mehta

I joined an event company under DMCC in October last year. Following the interview, I returned to India and waited for my visa and tickets. But the company requested that I buy my own ticket and come on a tourist visa.

When I came and gave them my documents for the employment visa, it never happened and the company kept putting it off. I was even asked me to exit the country twice to renew the tourist visa. In the end, I left the company when the department closed.

The company owes me Dh18,000 – roughly 1.5 months' salary – which they have delayed for five months. I have tried contacting them many times. I know there is an internal body in DMCC to solve disputes, as well as labour courts. But if I go, will I be liable as I did not have any work visa. I only have the offer letter from the company and various e-mails.

Pursuant to your questions, DMCC applies Federal Law No. 8 of 1980 of UAE regarding Regulation of Employment Relations (the "Labour Law"). It is illegal for an individual to work without a valid employment contract/visa approved by the Ministry of Human Resources & Emiratization ("Ministry of Labour") or the concerned Free Zone Authority. Employing or getting employed in the UAE without valid employment contract/visa is a criminal offence in accordance with Article 11 of the Federal Law No. 6 of 1973 Concerning Immigration and Residence, states: "The alien who obtains a visit visa may not work anywhere in the country with or without pay or for his own.

If the visa is issued to work for an individual or an establishment, holder may not work for another individual or establishment without the written consent of that individual or establishment and the approval of the Directorate of Nationality and Immigration".

Any entity employing a person who is in the UAE on a visit visa is



equally guilty as the person who takes up employment on visit visa.

Two-month notice must for rent increase

I'm living in a flat in Abu Dhabi for which contract renewal is coming up. Until this moment, I haven't got any increase notice from my landlord. I'd like to ask whether rent can be increased at the time of renewal without notice? Or is there a mandatory notice period that must be given before any rent increase?

Law No. 20 of 2006 of the Emirate of Abu Dhabi regulates the relationship between the landlord and tenant (the "Rent Law") which is further amended by Law No. 4 of 2010 of Abu Dhabi (the 'Amended Rent Law').

The landlord can increase the rent

Know the law

If the landlord doesn't provide any notice of eviction or rent hike within a period of two months prior to the date of expiry of the contract, it may be renewed on the same terms and amount.

up to five per cent by serving two months' notice before expiry of the tenancy term. Article 20 (1) of the Rent Law states: "Tenancy contract shall remain valid until end of the period specified. It may be renewed for identical period(s) unless either party declares willingness in writing to evacuate the subject of contract.

For residential places, declaration shall be made in writing two months before the contract date of expiry".

Amended Rent Law states that the landlord has legal rights to ask a tenant to vacate upon expiry of tenancy contract and could reject renewal but with the 'Notice of Eviction' as specified in the said law which is two months' notice for residential properties. In the case the landlord does not provide any notice of eviction or rent hike within the period mentioned above, the rental contract may be renewed on the same terms and amount.

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