

PROPERTY & MORTGAGE LAW IN UAE

Our Property Lawyers are experts in property related cases, disputes and rental agreements. If you're close to buy a property or going through any legal fights with reference to your property, we can help you by looking out all your legal formalities, registration and tenancy agreement, etc.

Property conflicts often arise when the 2 parties are getting involved in a Tenancy Contract having different views and opinions. Our qualified & experienced Property Lawyers in UAE do not allow any valid point/fact to go unnoticed.

CASES WE HANDLE:

- Failure to Pay Rent Property
- Damage Caused to Property
- Refusal to Leave the Property
- Breach of Contract
- Filing Partition Suit
- Rent matters
- Lease Contract
- Mesne Damages
- License Agreement
- Sale Deed
- Power of Attorney
- Sale & Purchase Contract
- Due Diligence on properties
- Due Diligence on properties

WHAT LEGAL ISSUES CAN ORIGINATE WITH REFERENCE TO MORTGAGE LENDERS?

As stated before, countless legal issues may arise as respects to a mortgage lender, most usually owing to a breach of the loan agreement. A loan agreement is analogous to the other contract; this indicates all breach of contract remedies are available, should a party breach the contract.

Common samples of legal issues which will arise when handling with a mortgage lender include, but aren't limited to the following

- Foreclosure: The foremost common legal issue that comes between a mortgagor and mortgagee is when the mortgagor is behind on making payments on the mortgage, which results to foreclosure. In brief, foreclosure is the procedure where the lender acquires the borrower's property and sells the property at a public auction so as to fulfill the borrower's debts;

- **Mortgage Fraud:** Mortgage fraud happens when fake or false information is provided on an application. Primarily if you are lying on your mortgage loan application, you may be charged with the crime of mortgage fraud. In addition, mortgage lenders can also be bristling with mortgage fraud, such as faking a mortgage contract. If a mortgage lender perpetrates mortgage fraud, the mortgage borrower can use the real estate loan bogus as a legal defense to foreclosure;
- **Predatory Lending:** Mortgage lenders sometimes target susceptible buyers, like first-time borrowers or elderly borrowers, and offer them loans at abusively high interest rates or unreasonable loan terms; or
- **Discrimination:** Mortgage lenders are prohibited from discriminating against the borrowers on the basis of their race, gender, religion, national origin, or other federally secured features under the Fair Housing Act and Equal Credit Opportunity Act. Both federal acts assist to secure a borrower from being discriminated against while searching our mortgages or loans.

As can be seen, there are many conflicts which will occur with a mortgage lender. Therefore, it's significant to attentively analyze your mortgage lending agreement prior to signing the agreement. Accordingly, you should feel free to ask questions and voice any concerns that you might have to the mortgage lender, in order to prevent any of the aforementioned problems from happening.

WHAT SHOULD I DO IF I HAVE A DISPUTE WITH A MORTGAGE LENDER?

If you have a dispute with your mortgage lender, it is important that you first review your original mortgage loan document to fully understand your rights under the contract. Your original mortgage loan document contains relevant information, such as your rights and obligations under the contract, as well as the mortgage lender's duties and obligations.

Next, you should gather any other relevant documents related to the mortgage contract and the sale of the home, including: sales contracts, mortgage contracts, communications between brokers, lenders, real estate agents, and the purchaser, or any other legal documents. After gathering all relevant documents and reviewing your original mortgage agreement, you should contact the mortgage lender and see if they can resolve the dispute that you have with them.

This is an important step, as some contracts require that you exhaust all of your available administrative remedies before pursuing legal action against the mortgage lender. It is important to keep good documentation of any and all communications that you make with the mortgage lender, such as any emails or letters that you send.

Finally, if you are unable to resolve your dispute with your mortgage lender, then you may consider taking legal action against them. Typically, the claim that you will file against the mortgage lender will be based on a breach of contract theory, where you will seek to recover any economic losses that you may have suffered.

Additionally, breach of contract remedies may include remedies in equity, such as:

- Cancelling the mortgage contract;
- Rewriting the mortgage contract to better reflect the parties agreement; or
- Ordering specific performance under the contract.

For example, in the case of an accidental foreclosure, the court may order that the foreclosure process and result be rescinded.

COMMON TYPES OF PROPERTY DISPUTES

Property disputes can happen for any number of reasons. Some common property disputes are as follows:

- Disagreements regarding where the property line exists among neighbors
 - Neighbors blocking the view of their neighbor via a spite fence, or a structure such as a fence, row of trees, bushes, or hedges, constructed specifically to annoy a neighbor.
- Landlords and tenants disputing who is responsible for what damage and/or repairs in a rental property.
- Mortgage lenders and creditors arguing over who can foreclose and receive the proceeds of a foreclosure sale.
- Homeowner and real estate developer arguing over who is responsible for necessary home repairs on new construction.
- Homeowners disputing whether they granted government agencies a utility easement.
- Insurance companies against parties injured on a homeowner's property regarding who is responsible for the resulting injury.
- Ownership disputes regarding who is the lawful owner of a given property.
- Whether a property is zoned for the way the property is used (commercial v. residential)

CLOUD ON TITLE

A property dispute can put a “cloud” or irregularity in the chain of title of a property. They can happen for any number of reasons, but they are commonly the result of the following:

- Recording error – Where a property transaction was not properly recorded on the property
- Fraud – When a property has been fraudulently recorded using a forged deed
- Liens – If there is an outstanding lien on a property, the lien must first be released to clear title.

Clouds of the title are discovered during a title search and prevent a homeowner from refinancing or selling his or her home. They can be resolved by initiating action to quiet title or quitclaim deed.

CAN YOU SUE A MORTGAGE LENDER FOR NEGLIGENCE?

As mentioned above, if your mortgage lender commits negligence, you may sue your mortgage lender. Examples of this can include where they negligently fail to include terms in the loan agreement that were agreed to by both parties, or if they breach their fiduciary duties. Additionally, you may be able to sue your mortgage lender if they or one of their officers negligently made false representations in order to induce you into making an otherwise unreasonable loan.

SHOULD I HIRE AN ATTORNEY IF I HAVE A MORTGAGE LENDER DISPUTE?

As can be seen, there are many disputes that may arise with a mortgage lender during the process of purchasing a home. Further, the real estate process is often a complicated process involving numerous parties. Therefore, it may be in your best interest to seek out a well-qualified and experienced real estate attorney to help guide you through the process of obtaining a mortgage and purchasing a home.