

Being a Landlord or tenant, is imperative to know the fundamental rules of tenancy laws to safeguard us. The tenancy privileges of landlords & tenants are provided here-below

TENANCY RIGHTS IN ABU DHABI

With rapid developments over the past decade approximately, the Abu Dhabi property market is zooming right to the highest within the region. The population is spoilt for choice when it involves renting an area to measure in Abu Dhabi. Apartments, villas, high-end or mid-market, islands or mainland – there's something for everyone. However, what does it mean to be a tenant in Abu Dhabi? If you're a resident of the capital, here's everything you would like to understand about Abu Dhabi tenant rights and therefore the tenancy law in Abu Dhabi.

THE DEVELOPMENT OF THE TENANCY LAW IN ABU DHABI OVER RECENT YEARS

ABU DHABI TENANCY LAW AMENDMENTS

Abu Dhabi Law, Law No. 20 of 2006, with respect to leases and relationship between landlords and tenants introduced

2010 Abu Dhabi Law No. 4 Landlords receive legal rights to ask tenants to vacate – 5% rent cap established with no notice period required

2011 Abu Dhabi council 2011 Rules, regulations & procedures of tenancy contract registration organized

2012 Administrative Resolution No 12 & 13 Regulations for residential unit occupancy

2012 Abu Dhabi Executive compulsorily 2 months' notice period with 5% rent cap withdrew with a compulsory two months' notice period

2016 Abu Dhabi Council Resolution Tenants ought to pay 3% housing fee to Municipality

2016 Abu Dhabi Executive Council No. 32 5% rent cap reinstated

2017 Tenancy Law Amendment on 20th November 2017 Regulations for rental disputes

The tenancy law ruling Abu Dhabi tenancy contracts was set forth as Law No. 20 of 2006 accompanied by a sequence of amendments that contemplate changing the market conditions. Law No. 20 of 2006 was passed to manage issues like rental price and eviction policies. Prior to amendments that came later, landlords couldn't evict tenants upon expiration of the lease contract

RIGHTS OF TENANTS UNDER THE TENANCY LAW IN ABU DHABI

Here are some general guidelines to assist you understand tenant rights in Abu Dhabi.

Registration

The Abu Dhabi Executive Council No. 4 of 2011 demands landlords to record properties and effectual tenancy contracts with the Abu Dhabi Municipality (ADM). ADM uses a system called Tawtheeq to remain a record of tenancy contracts and data related to the property being leased. The Abu Dhabi tenancy contract registration ought to be in English and Arabic, otherwise only in Arabic for it to be accepted within the Tawtheeq registry.

The following Administrative Resolution No. 97 of 2012 additionally regulated the registration process of lease contracts. The above resolution commands Abu Dhabi Municipality to organize a chronicle of the Abu Dhabi tenancy contract registrations which must comprise data related to the property (residential or commercial), together with landlord and tenant data.

With respect to the tenancy law in Abu Dhabi, all the landlords are required to register their properties and consequent tenancy contracts with ADM. Tenants should ask to ascertain the property registration certificate when deciding to rent in Abu Dhabi.

ABU DHABI RENTAL PRICE CAP

The Abu Dhabi Tenancy Law glimpsed its First Amendment/revision in 2010 with Abu Dhabi Law No. 4. The Law limited or capped the yearly rental cost rises at 5% which intended that tenants can expect a maximum rent increase of up to 5% at the time of the renewal of his tenancy.

In 2012, the Abu Dhabi council issued law no. 32 which eliminated the rental price limitation and permitted the landlords to increase property prices as per the market rates. However, the decree required landlords to provide two months' notice to tenants stating the altered price.

Effective 13th December 2016, the Abu Dhabi Council reinstated the five hundred rental cap on the lease agreement with Resolution No. 14 of 2016. Landlords and tenants can choose the rental price and enter a lease agreement. The landlord can increase the worth annually within the worth cap set by this resolution.

Presently, the Abu Dhabi laws states that a 5% rental cap/limitation applies to leased properties in Abu Dhabi. Landlords and property management companies can increase annual rent within this limit, provided they notify tenants a minimum of 2 months before contract renewal.

The 5% rental cap in Abu Dhabi ensures landlords and owners cannot charge the tenant above than the market rate.

TENANT NOTICE PERIOD

Law No. 4 of 2010 empowers landlords to expel tenants once their tenancy contract runs out. This regulation of the Abu Dhabi rental law also permits the landlords to turn down, renewal of the tenancy contract if they desire to do so.

“A landlord can evacuate the tenant by issuing 60 days’ notice before the end of the lease date. He/She has got to provide a reason for this eviction. Similarly, if a tenant not wishes to renew the lease, a 60 days’ notice has got to tend to the owner stating that the lease won't be renewed. The Abu Dhabi Executive Council Law No. 32 supplemented to the Abu Dhabi rental law expresses that landlords need to issue an evacuation or tenant eviction notice two months before contract renewal. Ensuing the standard Abu Dhabi tenant eviction process, this notice and period has got to be served by both the parties.

Under the Abu Dhabi property law concerning tenancy, landlords and property management companies within the capital need to give tenants 2 months’ notice

for any amendments they want to make to the tenancy contract. This refers to rent rise, evacuation or changes into other tenancy contract terms.

OCCUPANCY IN ABU DHABI RENTAL PROPERTY

Administrative Resolution No. 12 of 2012 constituted certain instructions/guidelines for occupancy/inhabitation in Abu Dhabi housing units. Here are a number of the restrictions that Abu Dhabi tenants got to be mindful of:

- The number of occupants is predicated on the entire area of the apartment or villa. The area allocated to every occupant should be no but 14 sq. m (excluding children and housemaids)
- Occupants shouldn't use halls and corridors in residential units as bedrooms
- Landlords are not allowed to divide a residential/housing unit to rent our separately without proper authorization.
- A single room within the residential property cannot have quite three occupants living simultaneously (excluding children and housemaids)
- More than one family cannot share one residential unit
- Families occupying one residential unit cannot share it with persons who aren't associated with the family (children and housemaids excluded)

HOUSING FEES

Abu Dhabi tenants also pay a housing fee to ADM, consistent with Abu Dhabi Council Resolution No. 13 of 2016. The accommodation fee is a standard 3% of yearly rent and addressing to all/any housing units in Abu Dhabi. It is payable to the Municipality, not to the owners of the unit.

ABU DHABI RENT DISPUTE SETTLEMENT COMMITTEE

One of Abu Dhabi's best tenant-convenient decisions is the establishment of a dispute settlement committee which that listens to discords emerging between tenants and landlords, as a result giving tenants an impartial right in case of any dispute. The committee listens to the disputes and the hearing.

Abu Dhabi tenancy law assures impartiality for tenants and landlords in the course of rental disputes.

HOW TO FILE RENTAL DISPUTES IN ABU DHABI?

Abu Dhabi Rent Dispute undergoes 5 key stages:

STAGES OF RENTAL DISPUTES IN ABU DHABI

Stage 1: Arbitration & Reconciliation Departments– Landlords and tenants summon to solve the conflict when any one of the parties, files the complaint against the other one.

Stage 2: Court of Frist Instance– The court will hear claims brought forward by parties within the sort of a memorandum.

Stage 3: Court of Appeal– An appeal is often filed hereafter the Court of First Instance passes judgment within 15 days just for claims exceeding AED 50k.

Stage 4: Court of Cassation– Cases valued at AED 330k or more are often filed within 30 days after the Court of Appeal passes judgment.

Stage 5: Enforcement Department– The party with the favourable judgment can pressure the opposite party to settle through legal means.

Either party may lodge an appeal, 15 days from the day of adjudication if the disputed claim amount is more than AED 50,000/-. It is allowed to lodge an appeal within 30 days before the Court of Cassation if the disputed amount is more than AED 300,000/-

TENANCY RIGHTS IN DUBAI

On the subject of tenancy law in Dubai, we observe four main laws to keep in mind:

- Law No. (26) of 2007: This law governs the association between landlords and tenants in Dubai.
- Law No. (33) of 2008: This law modified specific articles of Law No. (26) of 2007 and also regulates the landlord-tenant relation in Dubai.
- Decree No. (26) of 2013: This law constituted the RDSC, which deals with all the types of rental conflicts in Dubai.
- Decree No. (43) of 2013: This law particularly regulates rent increase in Dubai.

Here's a snapshot at the fundamental tenancy rules and regulations to bear in mind:

TERMS OF THE TENANCY CONTRACT IN DUBAI

According to Article 4 of Law (33) of 2008, it's mandatory for the tenant or landlord to register the tenancy contract with RERA through Ejari. This assures that the unit isn't leased twice in the meantime.

Tenants and landlords also can add a supplement to the quality 'one-page' tenancy contract, which can incorporate furthermore terms and conditions, with respect to the payment of utilities and maintenance, rent rises, contract termination and renewal. Tenants ought to remember of those clauses, because it will decide many of the tenancy contract rules in Dubai for them.

It also comes in handy when handling the payment of utility charges or getting a NOC from the owner to hold out repairs.

AMENDING THE TERMS OF THE CONTRACT

According to Dubai tenancy law, if the owner or tenant wishes to modify the terms of the contract, they need to notify the opposite party a minimum of 90 days prior to the contract's expiry date. Therefore, if the owner or tenant wishes to form any changes to the rent amount, they need to do so a minimum of three months prior to the tenancy contract's expiry

TERMINATING TENANCY CONTRACT IN DUBAI

You must act in accordance with the exit clause in your tenancy contract when pursuing an early termination. In line with, the tenancy law in Dubai, lease agreements can't be unilaterally ended during its term by either tenant or the landlord, unless otherwise it is agreed upon by both the parties.

There is no Dubai tenancy law that particularly regulates the premature termination of tenancy contracts. If a tenant needs to terminate the rental contract in Dubai, they will have to abide by the exit or premature termination clause in the contract. If there's no such kind of any clause, the owner can demand a compensation for ending the tenancy contract before expiry.

In such cases where the tenancy contract already expires and the tenant carries on living in the premises without any objection from the landlord, the period of tenancy will be prolonged naturally for the same period or one year (whichever is less), on same terms and conditions.

VACATING NOTICE TO THE LANDLORD

According to Law No. (33) of 2008, the tenant is not required to issue any notice before quitting the property upon the expiry of the contract. Earlier, tenants were required to issue a 90-day vacating notice to owners in Dubai, but Law No. (33) of 2008 removed the necessity for the notice period.

Although, the preference will be provided to the terms of your lease contract, which may need a particular notice period in the case of non-renewal of the contract. In case you are not abiding by the present clause in your contract, the owner can also demand compensation as a penalty for failing to supply the specified notice.

When vacating the premises or property, the owner is also bounded to reimburse the security deposit amount to the tenant, either in full or the balance amount after making deductions.

TENANCY LAW IN DUBAI REGARDING EVICTIONS

Keeping in mind that owners/landlords can request for an early termination of lease contract, if you fail to make the payment against rent, in accordance with the property law for tenants

Law No.26, Article 25 of 2007, which was modified by Law No. (33) of 2008, asserts that there are certain cases wherein the owner can request the eviction of the tenant prior to the expiry of the contract:

- Tenant fails to make the payment against rent in 30 days of being served with the owner's written notification.
- Tenant sublets the property without the owner's written approval.
- Tenant utilizes or permits others to avail the property for foul/immoral or unlawful activities
- Tenant causes or permits others to make damage or alteration to the property that jeopardizes the safety of the premise/property.
- Tenant uses the property/premise for purposes aside from that for which it was leased.
- Tenant fails to respect any of the terms of the lease contract or the pertaining law within 30 days of being served a written notification from the owner/landlord
- In the cases of commercial/economic properties, an owner may request eviction if the tenant has wound up his business operations for 30 successive or 90 non-successive days without giving any legitimate reasons
- If the demolition of the property/premise is demanded by the govt. entity for urbanized development of the emirate
This intends that in such cases, the landlord can seek premature termination of the tenancy contract and have the tenant evacuated from the premise/property.

The landlord can also request eviction of the tenant from the property upon the expiry of the tenancy contract in such cases:

- The landlord/owner wishes to rebuild or demolish the premise/property.
- The property demands considerable maintenance or refurbishment that cannot be carried out as long as the tenant is occupying it.
- The landlord wants to dispose of the premise/property.
- The landlord needs to utilize the property/premise for his personal use or for his relatives of the first degree.

For such cases, the owner/landlord ought to provide the opposite party with 12 months of written notice through a registered post or public notary.

RENT INCREASES IN DUBAI

All escalation in rents for properties/premises in Dubai ought to be in compliance with Decree No. (43) of 2013. With respect to this rental law in Dubai, we observe different caps on the maximum rise in rent, subject to the current rent of the premise/property.

For instance, the Dubai tenancy law expresses that no rent rise is permitted if the present rent of the property is up to 10% but the typical rent of similar units, while a 5% rise is permitted if present rent is between 11% and 20% less than the average rent.

Therefore, tenants can assure that their rent is being risen reasonably by using RERA's rental calculator on the DLD's official website. By entering details of their premise/property and present rent, they will determine the percentage of rent increase they are entitled to.

In the context of the tenant rights in Dubai, the owner must notify them of any increase on the rent minimum of 90 days prior to the expiry of the contract. If both parties can't reach an agreement or the tenant desires to challenge an unethical rent rise, they can refer it to the Rent Dispute Settlement Centre.

GENERAL RIGHTS AND RESPONSIBILITIES OF TENANTS IN DUBAI

The rental law in Dubai expresses that tenants must acquire the property in good shape. Here are some common laws for tenants in Dubai to keep in mind when renting a property in the emirate:

- It's the privilege of tenants in Dubai to acquire the property in good and suitable shape from the owner/ landlord.
- At the bottom of the lease agreement, it's also incumbent upon the tenant to relinquish the property in the same shape, aside from the ordinary wear and tear.
- The landlord/owner must also guarantee major maintenance and repair works and abstain from doing alterations that may affect the tenant's use of the property. Nevertheless, most tenancy contracts in Dubai will express that landlords are supposed to take responsibility for any maintenance work above AED 500 while anything under that is the tenant's liability. Therefore, it's significant to check the terms in your Dubai tenancy contract when you need maintenance work to be done in your rental property.

- Unless the owner and tenant have agreed otherwise, the latter is liable for the payment of essential taxes and costs that are by virtue of the pertinent government departments.
- If the owner disposes or transfers the ownership of the property in the course of the term of the tenancy agreement, the tenant entitled to have the right to continue to still occupy the property.

TENANCY RIGHTS IN SHARJAH

Sharjah emirate is considered as family-friendly and this place is a popular choice for tenants in UAE because it is more economical and there is a wide selection of properties. In fact, many tenants prefer to live in Sharjah and add Dubai, making use of lower rentals and therefore the wealth of amenities the town has got to offer. Some of Sharjah's hottest residential areas enjoy waterfront homes, parks, sports courts, groceries, pharmacies and shops in its vicinity. However, many tenants are not conscious of important Sharjah tenancy laws. Thus, MyBayut shares fundamental tenancy rules, laws and rights in Sharjah that each tenant must realize.

SIGNIFICANT TENANCY LAWS AND RIGHTS TO KNOW IN SHARJAH

Here are some tenancy laws in Sharjah to keep in mind before you sign a tenancy contract in the emirate.

NUMBER OF PEOPLE OCCUPYING A UNIT

One of the foremost important Sharjah rental laws to understand about is that the number of individuals allowed to stay in a housing unit. The law was stipulated to decrease the number of workers illegally staying within the emirate, also as maintaining the privacy of families. Note that the amount of individuals permitted to occupy a residential unit varies on the basis of the property.

In accordance with the tenancy laws in Sharjah, the amount of individuals permitted to occupy a residential unit/property is as follows:

- 3 people in studio apartments
- 4 people in 1-bedroom apartments
- 6 people in 2-bedroom apartments
- 9 people in 3-bedroom apartments

Tenants are also obliged to state the amount of individuals staying in the housing unit when leasing a residential unit/property, in agreement with the Sharjah tenancy law for rentals.

BACHELOR ACCOMMODATION AREAS IN SHARJAH

With respect to the latest Sharjah rental laws, lower-salary bachelors and labourers are not permitted to stay in residential neighborhoods or in family areas. The tenancy laws in Sharjah stipulates that lower-salary bachelors can only stay in accommodation in the industrial areas or in Al Sajja. Bachelors staying in such areas are permitted to share rooms despite subletting is strictly not allowed.

Only families are allowed to stay/live in housing and commercial units in areas such as Al Majaz and Al Nahda. Upon leasing or renewing a contract, they're going to be required to supply passport copies of all the individuals living within the unit, proof of relationship and even marriage certificates,

Nevertheless, the rental rules in Sharjah also express that executive bachelors, which comprises professionals like doctors and engineers, can also stay in residential units or commercial buildings with the permission of the owner.

RENT INCREASE RULES BY SHARJAH MUNICIPALITY

According to Rent Increase Rules & Regulations in Sharjah, landlords/owners can raise the rent after 3 years from signing the tenancy contract.

The 2007 Rental Laws of Sharjah express that owner can raise the rent only after 3 years from the starting of the rental contract. It's significant to note that there's no limitation or cap on the rent rise, despite it must be in compliance with similar properties in the region. After the first increase on rent, owners can only raise the rent every 2 years. This is one of the rental rules that safeguard tenants from rental increases, all the same, many residents in Sharjah are not knowledgeable of the law.

TENANTS TERMINATING LEASE EARLY

According to the tenancy law in Sharjah, there exists certain tenancy contract laws with respect to the premature termination of the lease contract. In line with the law, tenants are not allowed to terminate the rental agreement before its expiry, except for the event of a force majeure or else, tenants are required by law to finish the lease, unless until the end of its term.

In the case of an unavoidable casualty, the tenant ought to pay the owner a compensation amount for at least 30% of the rental cost of the balance period of the lease, unless it's otherwise agreed bilaterally.

TENANTS DEFAULTING ON RENT PAYMENT

According to the rules by Sharjah Municipality, a tenant must pay the rent in fifteen days from the due date to evade getting evicted in compliance with Municipality rules.

The Rental Contract Laws covers even such situations where the tenants defaults the payment on rent. If this happens, the owner is permitted to evacuate the tenant from his premises.

These are few of the tenancy laws that tenants must be aware of. It is especially recommended to go through your tenancy contract very carefully before signing on it to avoid any rental conflicts in the future.

OTHER TENANTS RIGHTS IN SHARJAH TO KNOW

The owner is obliged to manage all the major repairs, meanwhile the tenant is liable for only small repairs.

Below are a few significant tenancy rules in Sharjah that safeguard the rights of tenants in Sharjah emirate:

- The owner is obliged to manage all the required maintenance work of the property during the rental period. Tenants are liable for small maintenance works of the unit, unless otherwise it's agreed on the tenancy contract.
- Suppose the owner plans to sell the apartment or premise, the rental agreement between the owner and tenant must not be affected under a new ownership. This usually happens in the case of expiry of the owner.
- Owners or real estate agents are not permitted to charge tenant a renewal fees upon renewing the tenancy contract, as it is strictly prohibited by the tenancy laws in Sharjah.
- Owners can terminate the rental contract only under the following situations: if the owners wish to tear down the property or carry out absolute maintenance that might require eviction, or if owners wish to absorb the property for personal purposes and lacking of other proper residence. In such circumstances, the tenancy laws in Sharjah demand that the owner ought to have valid permits from Sharjah Municipality and must have given 3 months' notice period to the tenant,
- The property that's granted on rent must meet the provisions that are indicated in the rental contract. If any of the amenities of repair is turned out to be insufficient, tenants have the eligibility to claim that it must be added or the specified maintenance to be carried out.

WHERE ARE TENANCY CONTRACTS IN SHARJAH REGISTERED?

All rental contracts are duly attested and registered in Sharjah Municipality. The Rent Regulation Dept. also managing leasing and rental conflicts and enforcing the rulings by the court. If you would like to contact Rent Regulation Dept. with respect to Sharjah Rental Law and the rights of tenants, you can simply call on 06-5931525.