

Eviction Before Your Lease Ends: Know Your Rights as a Tenant in Dubai

Introduction

Renting a property is a common arrangement in Dubai, with many residents and businesses leasing real estate for various purposes. However, what happens when you receive an eviction notice before your lease term is up? Understanding your rights and responsibilities as a tenant is important to navigate such situations.

Dubai Law No. 26/2007, as amended by Dubai Law No. 33/2008, governs the relationship between landlords and tenants in the Emirate of Dubai.

This article will provide insights into what you need to know about eviction before your lease ends and how the law protects tenants in such situations.

The Law and Tenant Rights

Dubai Law No. 26/2007 and its amendment, Dubai Law No. 33/2008, establish a clear legal framework governing eviction in Dubai. All Lease Contracts related to Real Estate Property governed by this Law must be registered with the Real Estate Regulatory Authority (RERA).

To help tenants facing eviction before their lease ends, it is essential to be aware of your rights as a tenant and the circumstances under which eviction can occur.

Reasons for Eviction

According to article 25 (1) of Dubai Law No. 33/2008 Amending Dubai Law No. 26/2007, the law outlines specific circumstances under which a landlord can request the eviction of a tenant before the lease term expires. These include:

- Failure to pay rent within 30 days from notification by the landlord.
- Subleasing the property without the landlord's written consent.
- Using the rented property for illegal purposes that violate public order and morals can be a reason for eviction.
- For commercial properties, if a tenant leaves the property unoccupied for 30 consecutive days or 90 non-consecutive days within a year without a valid reason (unless otherwise agreed), eviction may be initiated.
- Damaging the property intentionally or making unauthorized alterations that endanger safety can lead to eviction.
- If the tenant uses the property for a different purpose than specified in the lease contract or violates planning and construction regulations, eviction may occur.
- If the rented property is deemed unsafe due to technical reports issued by Dubai Municipality, eviction may be initiated.
- If a tenant fails to fulfill any legal obligation specified in the law or in the lease contract within 30 days of receiving a notice from the landlord, eviction may be possible.

For the purposes of the above conditions, the landlord shall notify the tenant through the notary public or by registered mail, following specific legal procedures. Tenants have the right to challenge eviction notices, and in certain cases, they can claim compensation.

Eviction Upon Lease Expiry

As per Article 25 (2) of the same law outlines the natural expiration of a lease contract, a landlord can seek eviction for several reasons, with a 12 months' notice of eviction:

- Demolishing and reconstructing the property.
- Conducting necessary renovations that cannot be done while the tenant occupies the property.
- The landlord wishes to use the property personally or for use by first-degree relatives, with specific durations for residential and non-residential properties. If not, the tenant can request fair compensation through the Tribunal.
- The landlord wants to sell the property.

Unlawful Evictions and Tenant's Rights

According to Dubai Decree No. 26/2013 On the Rental Disputes Settlement Centre in the Emirate of Dubai, if a tenant believes they are facing an unlawful eviction or that their rights are being violated, they can file a complaint with the Rental Disputes Centre (RDC) at the Dubai Land Department.

The RDC is a specialized tribunal designed to handle rental disputes between landlords and tenants. Upon the submission of the relevant documents by the tenant, the RDC will initially attempt to mediate and resolve the dispute amicably between the parties. This can include negotiation and reaching a settlement.

If mediation fails, the dispute may proceed to a formal hearing. Both parties present their arguments and evidence, and the RDC will make a judgment based on the law and evidence presented. If the RDC agrees that the eviction was unlawful or that the tenant's rights were violated, they may order compensation for any damages suffered by the tenant, such as relocation costs, inconvenience, and emotional distress.

Additionally, if the tenant has paid rent before the eviction date, the landlord might be required to refund the unused amount of the rent.

Conclusion

Understanding these rights and regulations can help tenants facing eviction challenges.

If you are a tenant in Dubai, remember that you have legal protections, and it is important to seek legal advice if you believe your eviction is unjust or doesn't follow the specified regulations.

By knowing your rights, you can better navigate leasing in Dubai and ensure a fair and balanced relationship with your landlord.