

## **Law No. 33 of 2008**

### **Amending some provisions of Law No. 26 of 2007 Regulating Relationship Between Landlords & Tenants in the Emirate of Dubai**

We Mohammed Bin Rashid Al Maktoum, Ruler of Dubai

- After perusal of Federal Law No. 5 of 1985, regarding Civil Transactions and its amendments,
- And Federal Law No. 10 of 1992 Promulgating Law of Evidence in Civil and Commercial Transactions and its amendments,
- And Law No. 16 of 2007, establishing the Real Estate Regulatory Agency,
- And Law No. 26 of 2007 Regulating Relationship Between Landlords & Tenants in the Emirate of Dubai (referred to as the “**Original Law**”),
- And Decree No. 2 of 1993, establishing the Special Judicial Committee to settle Disputes between landlords and tenants and its amendments,

Issue the following Law:

#### **Article (1)**

Articles (2), (3), (4), (9), (13), (14), (15), (25), (26), (29) & (36) of the Original Law shall be replaced with the following Articles:

#### **Article (2)**

In implementing provisions of this law, the following words and terms shall have the meaning assigned to them, unless the text otherwise requires:

**Emirate:** Emirate of Dubai.

**Committee:** The Judicial Committee authorised to settle deutes between landlords and tenants.

<b>Agency:</b>	Real Estate Regulatory Agency.
<b>Property:</b>	Immovable property and its annexures rented for residential, commercial or professional purposes or any other legal activity.
<b>Tenancy Contract:</b>	The contract by which landlord is committed to enable tenant to benefit from the property for specified purpose and period against specified consideration.
<b>Landlord:</b>	Natural or Judicial person who has, by law or consent, the right of disposal of the property and to whom the title of the property is transferred during tenancy period or to his representative or legal attorney, including the tenant authorized by the landlord to sublease the property.
<b>Tenant:</b>	Natural or judicial person who benefits from the property, or part thereof, pursuant to a tenancy contract and any person who receives the tenancy legally from the tenant.
<b>Subtenant:</b>	Natural or judicial person who benefits from the property, or part thereof, in accordance with a tenancy contract signed with the tenant.
<b>Rent:</b>	Specified consideration which the tenant is bound to pay according to the tenancy contract.
<b>Notification:</b>	Written notification sent by either of the tenancy contract to the other party through notary public, registered mail, personal delivery or by any technological means approved by law.

### Article (3)

This law shall be applicable to leased lands and properties in the Emirate, excluding free accommodations provided by natural or judicial persons to their employees.

#### **Article (4)**

1. The tenancy relationship between landlord and tenant shall be governed by a tenancy contract describing the property in detail, the purpose of the tenancy, period, rent and name of owner if the owner is not the landlord.
2. All properties subject to this law, or its amendments, are to be registered with the Agency.

#### **Article (9)**

1. Landlord and tenant must specify rent value in the tenancy contract. If both parties have not specified the same or if it becomes impossible to prove their agreement then rent shall be as per the similar rent.
2. The Committee shall specify the similar rent in accordance with the standards of specifying the rent increase percentage applied by the Agency and in accordance with the general economic circumstances in the Emirate, and pursuant to the property status, the similar market rent in the same area and in accordance with any valid legislation in the Emirate regarding properties' rent and any other factors the Committee may decide.

#### **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.

#### **Article (15)**

Landlord shall be committed to hand over the property in good condition that enables tenant to obtain the benefit subject of the tenancy contract.

However, it could be agreed to lease uncompleted property provided that the tenant completes the same and prepares it in a good condition to obtain the requested benefit, and the parties shall decide the party who will be liable for the costs of this completion.

#### **Article (25)**

1. Landlord may demand eviction of tenant prior to expiry of tenancy period in the following cases:
  - a. If tenant fails to pay rent value, or part thereof, within thirty (30) days of landlord's notification for payment; unless parties agreed otherwise.
  - b. If tenant subleases the property, or part thereof, without landlord's written approval and in such case eviction shall be applicable to the tenant and the subtenant, and the subtenant's right to refer to tenant for compensation shall be reserved.
  - c. If tenant uses, or allows others to use, the property for illegal or immoral activities.
  - d. If the leased property is a commercial shop and the tenant left the same without occupation and without legal reason for 30 continual days or 90 non-continual days in one year; unless the parties agreed otherwise.
  - e. If tenant causes changes that endanger safety of the property in a way that it cannot be restored to its original condition or if he causes damage to the property intentionally or due to his gross negligence to take proper precautions or if he allows others to cause such damage.
  - f. If tenant uses the property for purposes other than the purpose it was leased for or if he uses the property in a way that violates planning, building and land using regulations.
  - g. If the property is in danger of collapse, provided that landlord must prove such condition by a technical report issued by Dubai Municipality or accredited by it.
  - h. If tenant fails to observe legal obligations or tenancy contract conditions within (30) days from date of notification by landlord to abide by such obligations or conditions.

- i. If development requirements in the Emirate require demolition and reconstruction of the property in accordance with government authorities instructions.

And for the purpose of this clause (1) of this Article the landlord must notify the tenant through the Notary Public or by registered mail.

2. 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 constructions that prevent tenant from benefiting 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 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 twelve months prior to the determined date of eviction subject that such notice be sent through the Notary Public or by registered mail.

#### **Article (26)**

If the Committee decided for the landlord to recover the property for his own use, or use by his first degree next of kin pursuant to the provision of paragraph (c) of clause (2) of Article (25) of this Law, then landlord shall not rent the property to others for at least two years for residential properties and three years for non-residential properties from date of recovery of the property, unless the Committee decides less period for reasons considered by it, otherwise the tenant shall have the right to request the Committee to order proper compensation to him.

### **Article (29)**

1. Tenant shall have priority to return to the property if it is demolished and reconstructed or if it is renovated, provided that rent value shall be fixed in accordance with Article (9) herein.
2. Tenant shall benefit from the above mentioned priority right within thirty (30) days from being notified by landlord.

### **Article (36)**

The Chairman of the Executive Council shall issue the necessary regulations, bylaws and decisions to implement the provisions of this Law.

### **Article (2)**

This Law is to be published in the Gazette and enforced on the date thereof.

**Issued by us in Dubai on 1 December 2008**