



## The top three facts every tenant in Dubai should know

Tenants are frequently confronted with requests of their landlords regarding rental increase, reimbursement of service charges and maintenance costs or termination of the tenancy contract. Despite the fact that landlords make unjustified demands in many cases, tenants often give in - mostly for fear of receiving a termination notice and due to lack of knowledge of the actual legal situation. Are you aware of your rights as a tenant in Dubai? We will now answer the most frequent questions:

### When is my landlord allowed to increase the rent?

The landlord may only increase the annual rent if two requirements are met. On the one hand, the landlord must notify the tenant of his intention to increase the rent in a timely manner, i.e. at least 90 days prior to the expiry of the current tenancy contract unless a different period has been agreed upon in the tenancy contract. On the other hand, the landlord must be entitled to ask for a higher rent. Whether the landlord has such a right at all and whether the particular amount is justified, can be verified online through the so-called Rental Increase Calculator of the Dubai Land Department.

landlord may only terminate the tenancy if one of four reasons stipulated in the law applies, such as the recovery for personal use or the intention to sell. In such cases, the landlord has to notify the tenant of his reason for the termination in writing by registered mail or notarial delivery at least twelve months prior to the desired eviction date. Ultimately, however, the landlord may only evict the tenant against his will after having obtained a respective title from the Rental Dispute Settlement Centre.

### Can my landlord demand that I compensate him for services charges or maintenance costs?

Generally, tenants are only responsible for paying their consumption-based utilities, such as electricity, water and cooling. Other expenses, especially service charges levied by the owners' association, have to be settled by the landlord. The same holds true for costs accrued for the maintenance of the rented premises. Provided that no agreement to the contrary is included in the tenancy contract, for example the responsibility of the tenant to settle minor maintenance costs up to a certain maximum amount, the landlord has to disburse any expenditures of this nature and is not entitled to pass them on to the tenant.

### In which instances is my landlord allowed to terminate the tenancy contract?

For the duration of the tenancy contract, the landlord can only validly serve a termination notice if the tenant is, despite being prompted to do so, not paying the annual rent in full, is subleasing the premises or parts thereof without the approval of the landlord, is using the premises for illegal activities or is in breach of contract. Upon expiry of the tenancy contract, the

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### Do you have questions? - We would be glad to answer them!

From our office located in the heart of Dubai, our team of German attorneys has been advising small and medium-sized companies, corporations and individuals on the laws of the United Arab Emirates for more than a decade. Our areas of expertise include business set ups, corporate and commercial law, commercial agency law, employment law as well as tenancy and real estate law. We would be happy to attend to your questions as well. Contact us!