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# A GUIDE TO ABU DHABI TENANTS' LEGAL RIGHTS AND OBLIGATIONS

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This Guidance\* is correct as at 20 November 2014. For the latest version please email [guides@cpestateagents.com](mailto:guides@cpestateagents.com).

“Law No (20) of 2006 Concerning the Rent of Places and Regulating the Rental Relation Between Landlords and Tenants in the Emirate of Abu Dhabi”, which has become known as just the “Tenancy Law”, governs the relationship between Landlords and their Tenants in Abu Dhabi. This law isn’t well known, getting a copy isn’t easy and often Tenants’s are ignorant of its contents. Know your rights. Here is a guide to your rights and obligations under **Abu Dhabi and UAE law** as a Tenant.

There are several other articles in this series (such as “**Why Buy Instead of Rent**”). Email [guides@cpestateagents.com](mailto:guides@cpestateagents.com) for copies of this and others in the series.

We have tried to keep this guide chronological through the duration of the tenancy to the termination of the lease. All legal references are to the Tenancy Law, unless otherwise stated.

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\* This guide is a brief look at selected parts of the Tenancy Law and should not be relied upon in a legal context. Seek professional legal advice before taking legal action or relying on the Tenancy Law or this guide.

## 1. The Rent Committee

### ***Who do you turn to when looking to enforce your rights?***

The Rent Dispute Settlement Committee (informally known as the Rent Committee) is located by the Marriage Fund in Al Nahyan Camp. The Tenancy Law established this body in 2005 to hear disputes between Tenants and Landlords.

If the Landlord breaches his obligations and won't remedy them then the Rent Committee should be your first port of call.

## 2. Your Property is Sold out From Under You

### ***What happens if your landlord sells his property to another person?***

The short answer is your position doesn't change. Your lease will pass over to the new landlord upon purchase (Article 18 of the Tenancy Law). The new landlord is bound by it as if he signed it himself.

To alter or terminate the tenancy agreement the new Landlord must give the Tenant at least two months' notice before the end of the tenancy agreement (see 12. Termination, Raising the Rent and Varying the Lease).

## 3. Rent You Have Already Paid

### ***If your Landlord sells the property you are renting can the new Landlord charge you rent which you have already paid?***

The new Landlord cannot claim any rent from the Tenant that they have already paid to the former landlord (Article 18 of the Tenancy Law) i.e. if you paid your rent up front for the year then the new Landlord can't charge you again until the year is up.

Discussions over what happens to the rent already paid should be held pre-purchase between the former and new Landlords and you do not have to worry about this.

## 4. The Landlord's Obligations in Preparing the Property for Move-in

### ***You are about to move in to a new Property. What are the Landlord's obligations to prepare it?***

If you're renting residential property the law states that the Landlord needs to make it habitable (Article 5 of the Tenancy Law). There is no legal obligation on the Landlord to clean, repaint or pest-control the Property but they often do this as a matter of good practise (tenants in Abu Dhabi often expect the unit to be cleaned and repainted, although larger property managers such as Khidmah are moving away from this).

If the Property (or part of it) is uninhabitable, or becomes uninhabitable, then you can apply to the Rent Committee to refund or reduce the rent.

## 5. Repairs and Maintenance

### ***You have moved in. What are the Landlord's obligations if something goes wrong?***

"The Landlord shall maintain the leasehold to keep it fit for use and carry out all necessary repairs excluding rental repairs during the rental period unless otherwise agreed" (Article 7 of the Tenancy Law). "Rental repairs" are usually read as repairing damage to the fixtures and fittings in a Property (light fittings, cup-boards, wardrobes etc and may include any white goods provided with the Property), these repairs are the responsibility of the Tenant. The Landlord must repair structural deficiencies (plumbing, electrical, walls, roof etc).

If the Landlord fails to conduct repairs then you as the Tenant may carry out the repairs and deduct the cost from the rent, but you must ask the Rent Committee first (Article 8 of the Tenancy Law).

**Tip – Make sure you read the tenancy agreement as you, as the Tenant, are responsible for any repairs which it is agreed you are responsible for (Article 14 of the Tenancy Law), so make sure it doesn't say you're responsible for structural maintenance.**



## 6. Urgent Repairs

***The Landlord needs to perform urgent repairs. Do you have to give him access?***

Yes, if the repairs are needed to conserve the Property. "The Tenant may not prevent the Landlord from carrying out any urgent repairs necessary for conserving the Property" (Article 7 of the Tenancy Law). It is a good idea to make sure you know when you need to give the Landlord access.

## 7. Loss of Use of the Property

***If you lose the use of some or all of the Property, what is your remedy?***

"If all or part of the Property becomes uninhabitable during the tenancy then the Tenant may ask the Rent Committee to rescind the tenancy agreement, or refund or reduce the rental charge to the extent of the fall in utility" (Article 6 of the Tenancy Law).

So the Tenant can ask the Rent Committee to refund or reduce the rent if the Property becomes uninhabitable. It is worth noting, however, if the Tenant continues to occupy the Property for over a month from the date the Property (or part of it) becomes inhabitable, without resorting to the Rent Committee, you will lose your right to ask the Rent Committee for a remedy (unless you have an acceptable excuse) (Article 9 of the Tenancy Law).

## 8. Use of the Property

***What are you allowed to use the Property for?***

"The Tenant shall use the Property as agreed. If no agreement exists, they shall use the Property for the purposes for which it has been prepared, or according to common practice" (Article 12 of the Tenancy Law).

This is designed to stop tenants using residential units for offices, businesses or for multiple occupation (see 9. Assignment and Subletting).



## 9. Assignment and Sub-Letting

***Can you sub-let to other people or can you assign the lease to another tenant?***

"The Tenant may not assign or sub-let the Property in whole or in part without the written permission of the Landlord" (Article 17 of the Tenancy Law). If your name is on the tenancy agreement and other tenants are paying you rent then you are subletting the Property and should obtain the Landlord's permission.

## 10. Rules on Occupancy

***Who is allowed to live in the property with you?***

Tenants can live with their families with no regulation on how many people can live in the property. Unrelated tenants should consider Federal law No 1 of 2011.

Under that law up to three unrelated people may occupy each room in an apartment or villa, however no more than six unrelated people in total may occupy a villa. Only one

family unit may occupy an apartment or villa (not multiple families). Unrelated males and females may not live together.

## 11. Tenant's Alterations to the property

***Are you allowed to make alterations to the Property and what happens to them when you leave?***

"The Tenant may not make any change to the Property without written permission from the Landlord except if such change does not cause any damage to the Property" (Article 13 of the tenancy Law). It is probably best to ask the Landlord before making any significant changes.

The Landlord can make the Tenant reinstate the Property to its original condition if the Tenant makes any changes which "damage" the Property, but only where the Landlord didn't give permission. The Tenancy Law also states that if a Tenant landscapes the garden of the Property then they must leave this behind when they leave.



## 12. Termination, Raising the Rent and Varying the Lease

**When can the Landlord raise the rent, terminate the tenancy agreement or change any of the terms of the lease?**

"In the event that either party does not wish to renew the lease, or wishes to amend the conditions of the lease, that party shall notify the other party in writing **two months** prior to the date of the lease's expiry in the case of residential properties, and three months prior to the date of the lease's expiry in the case of commercial property" (Article 20(3) of the Tenancy Law).

Tenants should make a note of when their lease is coming up for renewal. As soon as the two month period passes then the lease will automatically renew on the same terms (and same rent). After this period the neither party can alter the terms of the tenancy agreement and the Landlord can't refuse to renew the contract either.

If you forget to give the two months' notice to the Landlord that you want to terminate the lease and move out then legally you will be required to stay in the Property and pay another year's rent – in practise however this is rarely applied (mostly as it will be near impossible to make a Tenant pay another year's rent if they do not want to) but more and more managers such as Khidmah and MPM are applying penalties for missing this deadline (some of these managers can prevent moving trucks visiting your property until you pay).

During the lease neither side can renegotiate the terms of the tenancy agreement (raise or lower the rent etc.) without the permission of the other party.

## 13. Terminating the Lease Early

**You need to give two months' notice before the end of the tenancy agreement to terminate it, but how can you terminate the tenancy agreement early?**

"A lease shall be valid until the end of the specified term, which may be renewed for another term or other terms subject to the mutual agreement of both parties" (Article 20(1) of the Tenancy Law).



You cannot terminate your lease whenever you like. You can only terminate the lease early i.e. before it expires, if a) if there is a termination clause in the tenancy agreement or b) with the agreement of the Landlord - otherwise you will not be able to terminate the lease and will be liable for the rent until the lease's end. Many Landlords will allow tenants to terminate the tenancy agreement for a small penalty if the Tenant finds someone to replace them.

In the same way the Landlord may only terminate the tenancy agreement early a) with the consent of the Tenant, or b) if the Tenant has done one of the things prohibited by Article 23 of the Tenancy Law such as i) failed to pay the rent, ii) has illegally sublet or assigned the Property, iii) has used the Property for more than the legally permitted number of occupants, iv) has used the Property outside the use specified in the tenancy agreement, or v) the Landlord wants to demolish the Property.

## 14. Reasons Not to Renew

**If your Landlord decides not to renew your contract what reasons must he give?**

Your Landlord does **not** have to give any reason not to renew. Before November 2013 the Landlord was obliged to renew leases unless they had good reason not to (i.e. they wanted to move in, demolish the unit ect) but now your Landlord doesn't



need a reason, he can just give you the required two months' notice that your lease won't be renewed before the expiry of the agreement.

## 15. Delivering Up the Property

**What happens if the Landlord gives you the correct two months' notice that your tenancy contract will terminate?**

"The Tenant shall turn over the Property upon expiry of the tenancy agreement. If he fails to he shall pay the bills and the rent from the tenancy agreement expiry date till the actual surrender date" (Article 22 of the Tenancy Law). If you refuse to leave the Landlord will need to open a case with the Rent Committee.

If you have any questions on this Guide please email [guides@cpestateagents.com](mailto:guides@cpestateagents.com). If you are interested in buying a property yourself please email [sales@cpestateagents.com](mailto:sales@cpestateagents.com). You can always call us from 8.30am to 6.00pm on 800 CPEA (2732).

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