THE LAW REGULATING THE RENTAL RELATIONSHIP IN PROTECTING THE RIGHTS OF THE LANDLORD IN DUBAI, UNITED ARAB EMIRATES

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THE LAW REGULATING THE RENTAL RELATIONSHIP IN PROTECTING THE RIGHTS OF THE LANDLORD IN DUBAI, UAE

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ABSTRAK

Kerangka perundangan yang mengawalselia hubungan antara tuan tanah dan penyewa di Dubai, Emiriah Arab Bersatu, adalah secara dasarnya digubal melalui Undang-Undang No. (26) Tahun 2007 mengenai Peraturan Hubungan antara Tuan Tanah dan Penyewa di Emirat Dubai, serta pindaan berikutnya, iaitu Undang-Undang No. (33) Tahun 2008. Perundangan ini memperincikan hak-hak dan kewajipan-kewajipan masing-masing bagi pihak tuan tanah – tuan tanah dan penyewa-penyewa, termasuk peruntukan-peruntukan yang berkaitan dengan prosedur-prosedur pengusiran. Secara khusus, undang-undang ini membenarkan tuan tanah-tuan tanah untuk memulakan tindakan pengusiran dalam keadaan tertentu, seperti kegagalan membayar sewa, pelanggaran syarat-syarat kontrak, atau keperluan untuk menjalankan pengubahsuaian-pengubahsuaian penting terhadap hartanah. Meskipun undang-undang ini dilihat melindungi kepentingan tuan tanah-tuan tanah, ia telah menerima kritikan kerana mengandungi kekurangan dari segi substantif dan prosedural yang memerlukan pembaharuan segera. Kajian ini menggunakan pendekatan penyelidikan undang-undang doktrinal, yang disokong oleh pendekatan kualitatif melalui temu bual separa berstruktur, untuk menilai keberkesanan undang-undang sedia ada dalam melindungi hak-hak tuan tanah di Dubai, Emiriah Arab Bersatu. Fokus utama kajian ini adalah untuk menganalisis perundangan yang mengawal prosedur sewaan di Dubai, kelemahan undang-undang berkaitan sewaan di Dubai, serta permasalahan-permasalahan praktikal yang memberi kesan kepada kontrak-kontrak sewaan. Data dikumpulkan melalui kajian kepustakaan dan temu bual-temu bual bersama dua belas (12) orang responden, terdiri daripada pengamal-pengamal undang-undang, ahli-ahli akademik, hakim-hakim, dan seorang ketua pegawai eksekutif. Beberapa kaedah analisis termasuk analisis sejarah, perbandingan, analitikal, kritikal dan analisis kandungan digunakan dalam mentafsir dapatan-dapatan. Kajian ini mendedahkan bahawa Undang-Undang No. (26) Tahun 2007 dan pindaan No. (33) Tahun 2008 mempunyai kelemahan yang ketara dari perspektif tuan tanah-tuan tanah. Antara kekurangan yang dikenal pasti ialah ketiadaan peruntukan-peruntukan yang jelas mengenai sewaan-sewaan jangka panjang, pengutkuasaan yang tidak konsisten terhadap ketetapan undang-undang, kekurangan penyelarasan antara badan-badan pengawalseliaan yang berkaitan dalam prosedur-prosedur pengusiran, serta kelewatan yang berterusan dalam proses pengusiran. Keadaan ini secara tidak langsung menghadkan autonomi tuan tanah-tuan tanah dan keupayaan mereka untuk mengurus hartanah mereka. Sehubungan dengan itu, kajian ini mencadangkan agar dilakukan pembaharuan menyeluruh terhadap Undang-Undang No. (26) Tahun 2007 dan pindaan No. (33) Tahun 2008. Penekanan khusus perlu diberikan kepada penambahbaikan struktur perundangan yang mengawal hubungan sewaan agar selaras dengan perkembangan pesat sektor hartanah di Dubai. Pembaharuan ini adalah penting bagi meningkatkan kepastian undang-undang, memperbaiki iklim pelaburan, serta menggalakkan kelestarian pembangunan hartanah di Dubai.

Kata Kunci: Hubungan Tuan Tanah-Penyewa, Undang-Undang Penyewaan, Pengusiran, Penyelesaian Sengketa.

ABSTRACT

The regulatory framework governing landlord-tenant relations in Dubai, United Arab Emirates, is primarily established under Law No. (26) of 2007 on the Regulation of the Relationship between Landlords and Tenants in the Emirate of Dubai, along with its subsequent amendment, Law No. (33) of 2008. This legislation outlines the respective rights and obligations of landlords and tenants, including provisions concerning eviction procedures. Specifically, the law permits landlords to seek eviction under defined circumstances, such as non-payment of rent, violation of contractual terms, or the necessity for significant property renovations. While the legislation appears to protect landlords' interests, it has been criticised for containing substantive and procedural deficiencies that necessitate urgent reform. This study adopts a doctrinal legal research methodology, supplemented by a qualitative approach through semi-structured interviews, to examine the law regulating the rental relationship in protecting the rights of the landlord in Dubai, United Arab Emirates. The study particularly focuses on analysing the law regulating the rent procedure in Dubai, the legal deficiencies in rental laws in Dubai, and the practical problems affecting lease contracts in Dubai. Data were collected through library-based research and interviews with twelve (12) respondents, including legal practitioners, academics, judges, and a chief executive officer. Various analytical methods, including historical, comparative, analytical, critical, and content analysis, were employed to interpret the findings. The study reveals that Law No. (26) of 2007 and its amendment, Law No. (33) of 2008, are fraught with notable shortcomings from the perspective of landlords. These include the absence of clear provisions for long-term leases, inconsistent enforcement of legal stipulations, a lack of coordination among relevant regulatory bodies concerning eviction procedures, and delays inherent in the eviction process. This, in turn, restricts landlords' autonomy and limits their ability to manage their property. In light of these findings, the study advocates for comprehensive legislative reform of Law No. (26) of 2007 and its amendment, Law No. (33) of 2008. Particular emphasis should be placed on refining the legal structure governing lease relationships to align with the evolving dynamics of Dubai's real estate sector. Such reforms are essential to enhancing legal certainty, improving the investment climate, and promoting sustainable development within the real estate industry in Dubai.

Keywords: Landlord-Tenant Relationship, Lease Law, Evacuation, Dispute Resolution.

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(وَاخْفِضْ لَهُمَا جَنَاحَ الذُّلِّ مِنَ الرَّحْمَةِ وَقُلْ رَبِّ ارْحَمْهُمَا كَمَا رَبَّيَانِي صَغِيرًا)   سورة الإسراء-الاية 24

I equally salute all my relatives and friends for their direct and indirect contributions and supports.

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UK Law of Property Act 1925.

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UK Protection from Eviction Act 1977.

UK Landlord and Tenant Act 1985.

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LIST OF ABBREVIATIONS

ADR	Alternative Dispute Resolution
AED	United Arab Emirates Dirham
CASD	The Centre for Amicable Settlement of Disputes
DEWA	Dubai Electricity and Water Authority
DIAC	Dubai International Arbitration Centre
DIFC	Dubai International Financial Centre
DJI	Dubai Judicial Institute
DLD	Dubai Land Department
F2F	Face-to-Face
FCTA	Federal Civil Transactions Act No. (5) of 1985
GCC	Gulf Cooperation Council
IMBT	*Ijarah Muntahia bi al-Tamleek*
KSA	Kingdom of Saudi Arabia
Law No. (26) of 2007	Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai
Law No. (33) of 2008	Amending Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai
MCD	Mediation and Conciliation Directorate
NCO	No-Objection Certificate
Non-GCC	Non-Gulf Cooperation Council
RDC	Dubai Real Estate Arbitration Centre
RDSC	Rental Dispute Settlement Center
RERA	Dubai Real Estate Regulatory Agency
SSI	Semi-Structured Interviews
ST-Dubai	The Special Tribunal for Unfinished and Cancelled Real Property Projects in the Emirate of Dubai
UAE	United Arab Emirates

CHAPTER ONE

INTRODUCTION

1.1 Background of the Study

The Emirate of Dubai, the second-largest of the seven emirates comprising the United Arab Emirates (hereinafter referred to as "UAE"), spans approximately 4,114 square kilometres, representing about five per cent (5%) of the country's total land area.[1] Strategically positioned along the eastern coast of the Arabian Peninsula, Dubai borders the Emirates of Abu Dhabi and Sharjah as well as the Sultanate of Oman. Its geographical location, at the crossroads of the Middle East, East Africa, and South Asia, has historically positioned Dubai as a key regional trading hub.[2]

Moreover, Dubai has also undergone substantial physical transformation through ambitious land reclamation projects. Iconic developments such as the Palm Jumeirah and The World Islands have significantly expanded the emirate's coastline and usable land, reflecting its broader strategy of geographic and economic expansion.[3] These efforts have not only redefined Dubai's physical landscape but have also reinforced its global image as a city of innovation and architectural ambition.[4]

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[1] Marcus Blackwell, *Living in UAE*, (USA: Publifye, 2025), 23.
[2] John Walsh, *UAE - Culture Smart!: The Essential Guide to Customs & Culture* 2nd (UK: Kuperard, 2018), 17.
[3] Béatrice Balivet and Omokolade Akinsomi, *The Routledge Companion to International Housing Markets,* edited by Magnus Andersson, Peter Palm, and Helena Bohman (UK: Routledge, 2022), 32.
[4] Richardson Steve, *A Comparison of Two Economies UAE And Australia*, (Germany: GRIN Verlag, 2013), 41.

Regarding the legal system of the UAE, the UAE operates a multi-layered legal framework that combines federal legislation, emirate-specific laws, and various legal traditions, including civil law, Islamic jurisprudence (*Shariah*), and common law principles.[5] This hybrid system is designed to support the country's rapid economic development and cultural diversity while balancing tradition and modernity.[6] At the federal level, the UAE Constitution of 1971 serves as the supreme legal authority. It defines the distribution of powers between the federal government and the individual emirates, allowing each emirate the right to maintain its own judicial and legislative systems.[7]

The federal judiciary comprises courts of first instance, courts of appeal, and the federal supreme court, with legal procedures primarily influenced by Egyptian and French civil laws. *Shariah* law is applied in personal status matters for Muslims, and a structured public prosecution service functions under the supervision of the Attorney General.[8] Within this federal framework, Dubai maintains substantial legal autonomy. The emirate has opted to operate an independent judicial system, comprising courts of first instance, courts of appeal, and the court of cassation, the highest court in Dubai,

[5] Hemakshi Prabhu, "Legal Landscape in UAE," ATB Legal, 2024, https://atblegal.com/blog/legal-landscape-in-uae/, accessed on 9 June 2025.
[6] Kristin Kamøy, *Diversity Of Law In The United Arab Emirates: Privacy, Security, And The Legal System*, (UK: Routledge, 2020), 24.
[7] The UAE Constitution of 1971 establishes the framework for a federal system in which power is shared between the federal government and the individual emirates. Specifically, Federal Authority: The federal government has exclusive jurisdiction in key areas, including foreign affairs, defence, internal security, education, public health, currency, air traffic, and communications. These are enumerated in Article 120 of the Constitution. Additionally, for certain subjects like labour relations, real estate, and banking, the federal government is responsible for legislation, while execution is handled by the emirates, as described in Article 121. Residual Powers of the Emirates: Any powers not specifically allocated to the federal government remain with the individual emirates. Article 122 states: "The Emirates shall have jurisdiction in all matters not assigned to the exclusive jurisdiction of the Union in accordance with the provisions of the preceding two articles." Each emirate retains significant autonomy, especially in local governance, oil revenues, and resources.
[8] Mahmoud Rabie Khater, *Al-Wafi: The Legislation and Rulings of the United Arab Emirates: Civil Transactions Law with Commentary on the Latest Judicial Rulings (Federal Supreme Court, Court of Cassation, Court of Cassation)*, (Cairo: Dar Mahmoud, 2019), 39.

which is responsible for ruling on legal points rather than factual disputes.[9] Dubai has further distinguished itself by establishing specialised legal jurisdictions tailored to international commerce. The most notable of these is the Dubai International Financial Centre (hereinafter referred to as "DIFC") Courts, which apply English common law and operate in the English language. These courts handle civil and commercial disputes arising within the financial free zone, offering a familiar and investor-friendly legal environment.[10] Additionally, family courts, labour courts, and cybercrime courts have been established to address specific areas of law.

In the context of this study, a lease is a contractual contract whereby the owner (hereinafter referred to as the "landlord") of a leased real property grants the right to use the leased real property to another party (hereinafter referred to as the "tenant") for a predetermined period, in exchange for a consideration commonly referred to as *rent*.[11] This form of contract is one of the most widely utilised legal instruments in the corporate sector globally.

Through leasing, the landlord can derive an economic benefit from the leased real property without relinquishing ownership, while the tenant gains the right to use the leased real property by paying a stipulated monetary amount.[12] The UAE is among the prominent nations experiencing significant economic expansion.[13] This economic

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[9] Kamøy, 31.
[10] Harold Koster and Mark Beer Obe, "The Dubai International Financial Centre (DIFC) Courts: A Specialised Commercial Court in the Middle East," *SSRN* (2018): 3.
[11] Khadija Zarrouki, "Tenant's Obligations in Renting Real Estate and Movables Letter," (Algeria: University of Oran, Master thesis, 2013), 85.
[12] Mohamed Ali Smiran, "Extension of Lease Contract in Islamic Jurisprudence Comparative Study of The Law of Owners and Tenants of Jordan," *Jordanian Journal of Islamic Studies, Al-Bayt* 7, No. 1 (2009): 13.
[13] Rashid Sbia, Muhammad Shahbaz, and Helmi Hamdi, "A Contribution of Foreign Direct Investment, Clean Energy, Trade Openness, Carbon Emissions and Economic Growth to Energy Demand in UAE," *Economic Modelling* 36 (2014): 19.

growth has prompted individuals to seek alternative income streams beyond traditional sources of income. As a result, the landlords of the leased real property have increasingly begun to capitalise on their most valuable assets, namely, their residential properties, by offering them for lease.[14] These properties often include single-family homes typically situated within designated residential zones.[15] This trend is expanding rapidly across the country, prompting growing policy considerations and regulatory attention from both state and local government authorities.

The lease contract in the UAE is governed by the Federal Civil Transactions Act No. (5) of 1985 (hereinafter referred to as "FCTA"). For instance, the definition and legal nature of lease contracts as agreements between landlord and tenant with detailed obligations and rights, including payment of rent, maintenance, usage, and breach remedies, are explained based on provisions of the FCTA.[16]

Although multiple legislative instruments exist to govern lease contracts, the regulatory framework surrounding lease contracts in Dubai remains ambiguous and lacks the necessary legal precision.[17] The current laws tend to emphasise the general aspects of lease contracts while failing to adequately address the specific and practical details of such contracts. Notably, the enactment of Dubai Law No. (33) of 2008[18] (hereinafter referred to as "Law No. (33) of 2008") did not effectively remedy the

[14] Michael Herb, "A Nation of Bureaucrats: Political Participation and Economic Diversification in Kuwait and The United Arab Emirates," *International Journal of Middle East Studies* 41, no. 3 (2009), 382, https://doi.org/10.1017/s0020743809091491.
[15] Khawla Al Abdali, "Long Term Lease Contract Between Reality and Anonymous and Regulated Organizer," *Dubai Legal Journal* 30, no.1 (2017): 22.
[16] See for example, Articles 776, 777, and 778 of FCTA.
[17] Sunil Thacker, "Dubai Property Law," *SSRN* (2008): 3, https://doi.org/10.2139/ssrn.1142803 accessed on 3 June 2025.
[18] This Law amends Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai.

deficiencies present in the earlier Dubai Law No. (26) of 2007 regulating the relationship between landlords and tenants in the emirate of Dubai (hereinafter referred to as "Law No. (26) of 2007"), particularly in relation to eviction procedures and the tenant's obligation to return the leased real property when the landlord seeks to repossess the leased real property. These persistent gaps highlight the need for more comprehensive legislative reform in this area.[19]

In theory, the principle of mutual agreement between parties is widely recognised in legislative frameworks across the globe, including the UAE's Dubai Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, which introduced amendments to specific provisions of the former.[20] However, in practice, a significant gap remains in enforcement and adherence to these principles. The implementation of these laws has often demonstrated a bias in favour of one party, undermining the contractual balance and resulting in substantial losses to the disadvantaged party.[21] This occurs despite the existence of explicit contractual terms and conditions, which are often not duly enforced in many cases.[22]

Islamic teachings unequivocally emphasise the importance of honouring covenants and performance guarantees, whether they are established between individuals, communities, Islamic nations, or non-Muslim entities. This fundamental principle is strongly affirmed in the *Quran*, which underscores the general obligation to fulfil

[19] Muhammad ibn Mukarram Ibn Manzur, *Lisan Ul-Arab,* (Bayrut: Dar Sadir, 2005), 47.
[20] Yehya Ikram Ibrahim Badr, "Egyptian Perspectives on the Hague Principles," in the *Choice of Law in International Commercial Contracts*, edited by Daniel Girsberger, Thomas Kadner Graziano, and Jan L Neels (UK: Oxford University Press, 2021), 295.
[21] Thacker, 20.
[22] Ibid., 21.

contracts and commitments.[23] In alignment with this ethical foundation, Dubai rental laws, particularly Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, addressed the concept of performance violations under Article 25, which outlines the legal consequences of such breaches. Although Article 25 of Law No. (33) of 2008 is articulated with clarity; its practical application, particularly in matters concerning eviction, often presents significant challenges and remains a source of legal uncertainty.[24]

Under Article 25 of Law No. (33) of 2008, a landlord is legally entitled to seek the eviction of a tenant either before or upon the expiry of the lease period, provided certain statutory conditions are met. One such circumstance arises when the tenant fails to pay the rent, or a portion thereof, within thirty (30) days of receiving a written notice from the landlord requesting payment. Additionally, eviction may be warranted if the tenant subleases the leased real property, or any part of it, without obtaining the landlord's prior written consent. In such cases, eviction extends to the sub-tenant, although the sub-tenant may retain the right to claim compensation from the original tenant.

Eviction is also permissible where the tenant uses the leased real property, or permits others to do so, for unlawful or immoral purposes.[25] Furthermore, suppose the tenant introduces alterations that compromise the structural integrity of the leased real property, causes damage intentionally, or, through gross negligence, fails to exercise due care. In that case, the landlord has grounds to terminate the lease. This provision

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[23] Ghassan Muhammad Al-Sheikh, *Lease-to-Own in Islamic Jurisprudence* (Jordan: Dar Al-Qalam for Printing, Publishing, and Distribution, 2010), 22.
[24] Khater, 68.
[25] Law No. (33) of 2008, Article 25 (1)(c).

equally applies where such damage is caused by third parties with the tenant's consent. The misuse of the leased real property for purposes inconsistent with the lease contract or in contravention of applicable zoning, planning, or building regulations also justifies eviction.[26] Where the leased real property becomes structurally unstable and poses a risk of collapse, the landlord may initiate eviction proceedings, provided such a condition is verified by a technical report certified by the Dubai Municipality.[27] Finally, if the tenant fails to comply with legal or contractual obligations within thirty (30) days of a written notice from the landlord, the right to eviction is similarly established.[28]

In addition to the grounds for eviction before the expiry of the lease contract, the landlord may also seek the eviction of the tenant upon the conclusion of the lease contract under specific circumstances prescribed by the governing legislation. One such circumstance arises if the leased real property requires comprehensive renovation or substantial maintenance work that cannot be feasibly executed while the tenant remains in possession; in that case, eviction may be permitted, provided that the necessity of such work is substantiated by a technical report duly certified by the Dubai Municipality.[29]

Another legally recognised ground for eviction upon lease expiry is when the landlord may reclaim possession of the leased real property for personal occupation or the use of an immediate family member, limited to first-degree relatives such as a spouse,

[26] Law No. (33) of 2008, Article 25 (1)(c).
[27] Ibid., Article 25 (1)(g).
[28] Ibid., Article 25 (1)(h).
[29] Ibid., Article 25 (2)(b).

parent, or child.[30] It is worth noting that in all of the circumstances mentioned above, the landlord is legally required to notify the tenant of the grounds for eviction at least twelve (12) months before the date of eviction, and the notice must be served through a Notary Public or by registered mail.

Besides, the UAE legislator has not provided a comprehensive regulatory framework for long-term lease contracts comparable to the regulation of other fundamental rights and subordinate interests governed under the provisions of the FCTA.[31] In contrast, the local legislatures of Dubai have expressly addressed the regulation of long-term lease contracts within their respective legislative instruments.

In Dubai, this is reflected in Law No. (7) of 2006 concerning real property registration in the Emirate of Dubai, which governs real property registration within the Emirate. This law explicitly recognises long-term lease contracts under its provisions. For instance, under Article 4 of Law No. (7) of 2006, full ownership rights are restricted to specific categories, namely citizens of the UAE, citizens of the Gulf Cooperation Council (hereinafter referred to as "GCC") states, companies wholly owned by any of these citizens, and public joint stock companies.[32] These entities are permitted to acquire and hold land without limitations.

However, foreign individuals and entities are not automatically granted such rights. Instead, they may be allowed to own property only in designated areas and only upon obtaining the explicit approval of the Ruler of Dubai. If such approval is granted,

[30] Law No. (33) of 2008, Article 25 (2) (c).
[31] FCTA, Article 110.
[32] Law No. (7) of 2006 Concerning Land Registration in the Emirate of Dubai, Article 4.

foreigners may be afforded either the right of absolute ownership without time restrictions, commonly referred to as freehold, or the right to use or lease the land through usufruct or leasehold arrangements for a period not exceeding ninety-nine (99) years.[33] Thus, it is clear that Law No. (7) of 2006 explicitly incorporates long-term lease contracts (leasehold interests up to 99 years) as recognised and registrable real property rights, providing a formal and regulated framework for long-term lease contracts within Dubai's real property market.

Furthermore, Dubai Administrative Decision No. (134) of 2013 stated that any lease contract with a term of no less than ten (10) years and no more than ninety-nine (99) years shall be legally considered a "long-term lease contract".[34] Besides, a long-term lease contract should be registered according to Article 9 of the Dubai Law No. (7) of 2006 concerning real property registration in Dubai."[35] Despite the existence of some regulatory articles at the local level, the legal recognition and regulation of long-term lease contracts remain under the jurisdiction of the individual Emirates, particularly Dubai. As such, the establishment of any new legal rights in this domain is contingent upon intervention by the federal legislature.[36]

With respect to contract formation, contracts are generally categorised into express contracts, implied contracts, and quasi-contracts. An express contract is formed

[33] Ibid., Articles 4 (a) and (b).
[34] Al Tamimi, "The Different Property Rights Available To Investors In Dubai,".
[35] Ravi Gill, "Registration of Leases in Dubai," Tamimi, 2014 https://www.tamimi.com/law-update-articles/registration-of-leases-in-dubai/#:~:text=134%20of%202013%20(%20%e2%80%9cresolution%e2%80%9d,accordance%20with%20dubai%20law%20no, accessed on 11 June 2025.
[36] Al Tamimi, "The Different Property Rights Available to Investors in Dubai," Al Tamimi, 2024,https://www.tamimi.com/law-update-articles/the-different-property-rights-available-to-investors-in-dubai/, accessed on 18 August 2025.

through direct communication and mutual expression of intent.[37] In contrast, implied contracts arise from conduct that indicates a mutual agreement without explicit expression.[38] A quasi-contract, on the other hand, is not based on offer or acceptance but is imposed by law to prevent unjust enrichment.[39] Regarding validity, contracts may be classified as valid contracts, which are legally enforceable; voidable contracts, which contain certain defects and may be annulled at the discretion of one party; and void contracts, which are unlawful and produce no legal effect.[40]

Based on the stage of execution, contracts are further divided into executed contracts, where performance has been completed, and executory contracts, where performance remains pending. In terms of consideration, contracts may be bilateral, involving mutual obligations from both parties, or unilateral, where only one party is obligated to perform.[41] Additionally, a legally binding contract must adhere to the principles of mutual satisfaction, justice, stability, and promotion of legitimate interests, and must conform to the principles of *Shariah*.[42]

Regardless of the above, it is essential to examine whether Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, have achieved their goal of strengthening the rental relationship between landlords and tenants, or if they need to be improved and amended.

[37] Wahba Al-Zuhaili, *Named Contracts in the UAE Civil Transactions Law and Jordanian Civil Law*, (Egypt: Dar Al Fikr Publishing, 2014), 69.
[38] Ibid., 70.
[39] Ibid., 71.
[40] Ismat Abdel Majeed Bakr, *Contract Theory in Arab Civil Laws: A Comparative Study of Arab Civil Laws and the Draft Unified Arab Civil Code, with Reference to Islamic Jurisprudence and the Role of Modern Communication Technologies in Concluding Contracts*, (Egypt: Scientific Book House, 2015), 33.
[41] Ibid., 36.
[42] Ibid.

1.2 Problem Statement

Rental Dispute Settlement Center (hereinafter referred to as "RDSC"), operating under Dubai Land Department (hereinafter referred to as "DLD"), has adjudicated approximately 100,000 rental cases, thereby enhancing investor confidence in the emirate's legal infrastructure.[43] Of the 103,975 rental disputes filed, 92,732 were primary cases, while 11,243 were appeal cases.[44] Furthermore, the total value of resolved disputes amounts to AED 654 billion across 5.2 million registered lease contracts.[45]

Despite the existence of Law No. (33) of 2008, several challenges persist, particularly regarding eviction claims.[46] While Law No. (33) of 2008 provides specific grounds for eviction and requires landlords to serve a 12-month written notice before eviction under Article 25(2) of Law No. (33) of 2008, implementation often proves problematic due to legal challenges and ambiguities in enforcement mechanisms,[47] especially conflicting procedures among relevant authorities, such as Dubai Municipality and Dubai Electricity and Water Authority (hereinafter referred to as "DEWA"). A representative case highlighting these challenges is found in the dispute registered under Case No. 02/956/2017 before the RDSC. In this case, the landlord of the leased real property intended to demolish a villa occupied by a tenant to develop a new project.

[43] Binayah, "Dubai's Rental Disputes Center Settled 100,000 Rental Disputes In 9 Years," Binayah, 2022, accessed on 8 June 2025.
[44] Ibid.
[45] Ibid.
[46] Khater, 80.
[47] Anwar Essam Selim, *Brief in Lease Contract, General Provisions in Lease Contract. First Part*, (Alexandria: University Publications House, 2017), 103.

On 4 January 2015, the landlord served a legal notice to the tenant, informing them of the intention to demolish and requesting eviction after the legally required 12-month period. However, by 31 January 2017, the tenant had not vacated the leased real property, prompting the landlord to register a formal complaint with the RDSC.[48] During the proceedings, the judicial committee requested the official demolition permit as evidence of the landlord's intention to demolish the leased real property.

The landlord, however, was unable to submit the final permit because the Dubai Municipality only issues such permits once the leased real property is vacated,[49] and a no-objection certificate[50] is provided by DEWA.[51] As an alternative, the landlord submitted preliminary demolition approval instead of the demolition permit, arguing that the permit is only issued by Dubai Municipality after the tenant has vacated the leased real property.

On 14 February 2017, the committee issued a preliminary judgment that focused solely on rent arrears, without addressing the core issue of eviction. The landlord appealed the verdict on 22 February 2017, reiterating the impossibility of obtaining the

[48] *Rental Dispute Settlement Center (RDSC)*: Case No. 02/956/2017.
[49] Dubai Municipality is the main authority responsible for issuing demolition permits. They require various approvals and compliance with safety and environmental standards before issuing a permit. The demolition permit application includes submitting documents like ownership proof, demolition plans, and certified contractor details through the Dubai Municipality portal. The permit is issued after satisfactory inspection and verification that the property and project comply with the regulations. It is implied that the property should be vacated to ensure safe demolition works. See, Dubai Development Authority, "Overview," Dubai Development Authority, 2025, https://dda.gov.ae/en/planning-development/construction/permits-nocs/demolition-permit, accessed on 13 May 2025.
[50] DEWA issues a separate NOC related to electricity and water services required for demolition. DEWA enrolled demolition contractors apply through DEWA's system for a combined demolition application and upload required documents like technical drawings. DEWA's NOC confirms that utilities can be safely disconnected, making it a necessary prerequisite before demolition proceeds. See, DEWA, "Demolishing Permits - Electricity/Water," DEWA, 2025, https://www.dewa.gov.ae/en/about-us/service-guide/builder-services/demolishing-no-objection-certificate, accessed on 13 May 2025.
[51] Thus, the demolition permit by Dubai Municipality is typically granted only after the real property is vacated, and an NCO from DEWA is provided regarding utilities disconnection for safe demolition.

demolition permit without first securing possession of the leased real property. He provided supporting documents outlining the procedural prerequisites for permit issuance. Nevertheless, the appeal was dismissed, with the court asserting that no new evidence had been provided.

A subsequent petition for reconsideration filed on 11 April 2017 was also rejected on 8 May 2017. Eventually, the landlord entered into direct negotiations with the tenant, culminating in a financial settlement of UAE Dirham (hereinafter referred to as "AED") 168,014 in exchange for the tenant vacating the leased real property. A formal contract was executed on 30 May 2017, and DEWA issued the final bill on 9 July 2017, enabling the completion of demolition permit formalities and the commencement of the development project.

The case above reveals the critical need for harmonising Law No. (33) of 2008 with the administrative practices of the relevant authorities.[52] Unless eviction procedures are coordinated more effectively with entities such as the Dubai Municipality and DEWA, landlords may continue to face unjustified delays, which can significantly limit their ability to reclaim possession of leased real property, even when fulfilling all legal requirements. This gap between legal provision and procedural execution undermines the objectives of Law No. (33) of 2008, which is designed to balance the rights and obligations of both landlords and tenants.

The following provides a detailed explanation of the problems related to this study. The problems are classified as;

[52] Khater, 92.

1.2.1 Legislative Gaps in Law No. (33) of 2008

In 2022, Dubai recorded 103,975 rental dispute cases,[53] an alarming figure that might indicate a growing crisis for landlords. This increase may result from legal loopholes within Article 25 of Law No. (33) of 2008, which lacks clarity. This is evidenced in a 2022 report issued by the Dubai Real Estate Regulatory Agency (hereinafter referred to as "RERA"). It revealed that 35% of rental dispute cases stem from ambiguous interpretations of eviction clauses.[54]

To illustrate further, although Article 25(2)(b) of Law No. (33) of 2008 requires that eviction for restoration or comprehensive maintenance be supported by a technical report issued or certified by the Dubai Municipality, a provision intended to safeguard tenants from arbitrary eviction; it has created legal difficulties and introduced procedural bottlenecks and delays. For instance, landlords often face prolonged waiting periods for inspections and certifications, undermining their ability to carry out urgent maintenance and sometimes resulting in further deterioration of the leased real property.[55]

Moreover, the tenant–landlord relationship is frequently strained, as tenants may contest the legitimacy of the technical report or allege collusion between the landlords and Dubai Municipality, leading to prolonged litigation and escalating costs for the landlord. This is evidenced in the Case No. 04/564/2022, where landlords were

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[53] Krissia Bolivar, "Resolving Rental Disputes in the UAE," Strohal Legal Consultants, 2024, https://slg-strohallegalgroup.com/resolving-rental-disputes-in-the-uae/, accessed on 3 May 2025.
[54] Dubai Real Estate Regulatory Agency (RERA), "Annual Report on Tenancy Disputes," (Dubai: Government of Dubai, 2022), 27.
[55] Badria Al-Mehairi, "Regulatory Delays in UAE Tenancy Law Implementation," *Gulf Law Journal* 45, no. 3 (2021): 118.

accused of collusion despite insufficient evidence.[56] So, it can be argued that Law No. (33) of 2008 does not provide enforcement mechanisms to protect landlords from fabricated allegations.

Consequently, the landlords' statutory rights to pursue eviction might be rendered ineffective. This, in turn, might undermine landlord autonomy and weaken investor confidence in Dubai's rental sector. Furthermore, Law No. (33) of 2008 does not protect landlords against counterclaims.[57] In 2023, over 80 landlords in Jumeirah Towers initiated eviction proceedings for lawful renovations, yet many faced tenant resistance due to the lack of visible work within six months, often caused by permit delays, contractor issues, or bureaucratic hurdles, rather than any bad faith.[58]

Additionally, scholars, such as Al-Abdouli, highlighted that the absence of a statutory definition of what constitutes "restoration" or "comprehensive maintenance" leaves the matter open to subjective judicial interpretation.[59] This ambiguity might result in inconsistent rulings across similar disputes, undermining legal predictability.

1.2.2 The Lack of Coordination Between the Relevant Authorities in Enforcing Evictions

Again, the landlords seeking eviction in Dubai might face challenges due to conflicting procedures among relevant authorities, such as the Dubai Municipality and DEWA, as

[56] *Rental Dispute Settlement Center (RDSC):* Case No. 04/564/2022.
[57] Ismail Ahmed Muhammad, *Tenancy Contract in UAE*, (UAE: Dar Al Hafez Publishing, 2024), 56.
[58] Ibid.
[59] Eman Al-Abdouli, "The Attitude of the Legislation and Judiciary in the UAE on the Administration's Authority to Terminate the Administrative Contract," *University of Sharjah Journal of Legal Sciences* 17, no.1 (2020): 75.

illustrated in the case above[60] and evidenced by Ali, who found that 42% of eviction cases in 2022 were delayed because of procedural conflicts between the DEWA and Dubai Municipality.[61] Landlords often resort to paying tenants up to AED 50,000 for tenants to vacate voluntarily, despite having lawful grounds for eviction.[62]

In light of the previous, scholars, such as Al-Suwaidi, attribute these inefficiencies to "siloed governance," where relevant authorities operate without centralised oversight, perpetuating contradictory mandates.[63] Therefore, it is clear that without reforms, these gaps will continue to undermine Dubai's real property sector, leaving landlords financially vulnerable and tenants empowered to exploit the above legislative ambiguities.

1.2.3 Ineffective Enforcement of Eviction Procedures Under Law No. (33) of 2008

A critical flaw in Law No. (33) of 2008 lies in the inefficient enforcement of eviction procedures. Specifically, Article 25 (2) of Law No. (33) of 2008 stipulates that landlords must provide tenants with the eviction reasons at least 12 months before the date of eviction. However, even after compliance, landlords might face delays due to gaps in enforcing vacating orders, leaving them unprotected when tenants refuse to leave. This is because Article 25 (2) of Law No. (33) of 2008 does not impose penalties on tenants who overstay, nor does it empower authorities to expedite evictions after the notice period.

[60] *Rental Dispute Settlement Center (RDSC)*: Case No. 02/956/2017.
[61] Salman Al-Ali Mohamad Ali, *Analysing Rental Disputes and Laws in Selected Countries: UAE, Qatar, Egypt, and KSA,* (Dar Al Arabi: Qatar, 2023), 129.
[62] Ibid., 130.
[63] Fahmi Al-Suwaidi, "Interagency Coordination In Dubai's Real Estate Laws," *UAE Law Review* 12, no.4 (2022): 8.

This gap was highlighted in the Case No. 27/189/2023, where the RDSC ruled in favour of the landlord after a 12-month notice; still, enforcement of the eviction took 18 months.[64]

Moreover, the RDSC mandates that eviction proceedings be initiated only after the issuance of a formal legal notice,[65] imposes a non-refundable filing fee equivalent to 3.5% of the annual rent, subject to minimum and maximum thresholds depending on the nature of the claim,[66] and requires attendance at multiple hearings, with the overall process typically spanning between 8 to 14 months.[67] These procedural requirements might contribute to prolonged delays.

For instance, in the Case No. 03/441/2022,[68] landlords followed all the eviction proceedings outlined by RDSC. Still, they faced indefinite postponements due to tenants contesting technicalities, such as alleged defects in the notice format.[69] This underscores the disconnect between legislative intent and practical enforcement.[70]

Consequently, the above legal problems need to be addressed and reformed accordingly. This is the main objective of this study. Doing so would provide several advantages. First, it would restore balance to the landlord-tenant relationship by ensuring that legal loopholes do not undermine statutory rights. Second, it would

[64] *Rental Dispute Settlement Center (RDSC):* Case No. 27/189/2023.
[65] Government of Dubai, "Frequently Asked Questions," Government of Dubai, 2025, https://rdc.gov.ae/en/frequently-asked-questions/#/, accessed on 9 July 2025.
[66] For claims related exclusively to eviction, the maximum fee is generally capped at AED 20,000. However, in cases where the claim involves both eviction and a financial component, the fee may reach up to AED 35,000. The minimum applicable fee is AED 500. Ibid.
[67] Ibid.
[68] *Rental Dispute Settlement Center (RDSC):* Case No. 03/441/2022.
[69] Ibid.
[70] Kamel Al-Hammadi, "Delays In Dubai's Tenancy Dispute Resolution: A Landlord's Perspective," *UAE Journal of Property Law* 15, no. 2 (2022): 45–60.

enhance investor confidence. Third, it would increase the attractiveness of Dubai's rental market and support broader real property sector stability.

1.3 Research Questions

1. How does the law regulate the rent procedure in Dubai, UAE?
2. What are the legal deficiencies in rental laws in Dubai, UAE?
3. What are the practical problems affecting lease contracts in Dubai, UAE?

1.4 Research Objectives

1- To examine the law regulating the rent procedure in Dubai, UAE.

2- To scrutinise the legal deficiencies in rental laws in Dubai, UAE.

3- To analyse the practical problems affecting lease contracts in Dubai, UAE.

1.5 Significance of the Study

This study aims to provide valuable insights into the legislative processes governing rental matters in the UAE, with a particular focus on Dubai. Accordingly, its significance extends to several key stakeholders, as outlined below:

Firstly, this study is significant for the contracting parties involved in lease contracts, namely the landlord and the tenant. It seeks to make a meaningful contribution by identifying and analysing the legal problems faced by both parties within the context of the Dubai rental market.

Secondly, this study is of critical importance to legislators, as it aims to identify existing legal gaps and ambiguities in lease contracts. The findings are expected to assist legislative bodies in refining and improving the development of Dubai's rental laws, ensuring greater clarity, effectiveness, and fairness in the regulation of rental issues. Specifically, it may assist in developing a more comprehensive legal framework, with particular emphasis on strengthening the legal provisions of Law No. (26) of 2007, and its Subsequent Amendment, Law No. (33) of 2008.

Thirdly, the study identifies practical problems affecting lease contracts in Dubai, UAE, including but not limited to procedural delays and enforcement issues. The study's recommendations aim to support more efficient dispute resolution and improved legal clarity. Furthermore, the findings have policy relevance, offering insights that can guide relevant authorities, such as DLD and the RERA, in improving the overall legal infrastructure and balancing the landlord-tenant relationship in Dubai's dynamic real property market.

Lastly, this study contributes to the existing body of literature, enhancing understanding of rental issues in Dubai and enriching academic discourse on the landlord-tenant relationship.

1.6 Research Methodology

This part addresses the research design, research scope, types of data, data collection methods, and data analysis.

1.6.1 Research Design

The research design refers to the systematic planning process that aligns the various components of the study logically and cohesively.[71] This ensures that the researcher effectively addresses the research question. It served as a structured framework for collecting, analysing, and measuring data.[72] Moreover, legal methodologies are not arranged hierarchically; instead, each methodology equally contributes to the advancement of legal knowledge.[73] This study was based on doctrinal legal research with a qualitative approach (interview).

Doctrinal legal research is defined as "research in law," focusing on the analysis of legal principles, statutes, and case law.[74] Its primary aim is to "discover, explain, examine, analyse, and systematically present the facts, principles, provisions, concepts, theories, or operations of specific laws or legal institutions, to acquire and present new knowledge and ideas, or advocate for change and reform.[75] In other terms, it plays a pivotal role in ensuring the consistency, certainty, and continuity of the law, while also fostering the further development of legal doctrines and principles.[76]

Additionally, it highlights areas of difficulty and perhaps anticipates future developments.[77] It also combines "legal analysis, synthesis, and practical policy

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[71] Imran Ahsan Khan Nyazee, *Legal Research and Writing*, (Pakistan: Federal Law House Rawalpindi, 2014), 93.
[72] Abdulrehman Ahmed Mohamed, "An Enhanced Approach to Responsive Web Design in Fluid Grid Concept," (Jomo Kenyatta University of Agriculture and Technology, Master thesis, 2015), 15.
[73] Ashish Kumar Singhal and Ikramuddin Malik, "Doctrinal and Socio-Legal Methods of Research: Merits and Demerits," *Educational Research Journal* 2, no.7 (2012): 256.
[74] Khushal Vibhute and Filipos Aynalem, *Legal Research Methods Teaching Material*, (United Kingdom: Wordpress, 2009), 71.
[75] Anwarul Yaqin, *Legal Research and Writing*, (Malaysia: Lexis Nexis, 2007), 10.
[76] Vibhute and Aynalem, 73.
[77] Terry Hutchinson, "Developing Legal Research Skills : Expanding the Paradigm," *Melbourne University Law Review* 32, no.3 (2008): 1068. Terry Hutchinson and Nigel Duncan, "Defining and Describing What We Do: Doctrinal Legal Research," *Deakin Law Review* 17, no. 1 (2012): 83-119.

arguments."[78] Further, doctrinal legal research is the most widely adopted approach among legal researchers,[79] due to its incorporation of various methodologies for data analysis, including analytical, critical, and descriptive approaches.[80]

Considering the characteristics of doctrinal legal research and the focus of this study on examining the law regulating the rental relationship in Dubai, UAE, to protect the landlord's rights, doctrinal legal research was the most appropriate methodology for this study. This approach enabled the researcher to address the research questions and achieve the research objectives. Specifically, it facilitated the analysis and examination of relevant rental laws while also providing a foundation for recommending necessary amendments to address the challenges associated with lease contracts in Dubai, UAE.

Despite the above, this study also adopted a qualitative approach. Specifically, the interviews are used for qualitative data collection.[81] The decision to use a qualitative approach (interview) is aligned with Wortley's views, who advocated for extending the scope of legal research beyond textual materials, statutes, and library resources to engage directly with government officials, experts, and the public.[82] This approach facilitated the acquisition of in-depth information and a comprehensive analysis[83] of issues related to lease contracts in Dubai, UAE. Additionally, it strengthened the

[78] Philip C. Kissam, "The Evaluation of Legal Scholarship," *Washington Law Review* 63, no.2 (1988): 221, accessed on 9 July 2025, https://digitalcommons.law.uw.edu/wlr/vol63/iss2/2.
[79] Singhal and Malik, 252.
[80] Emerson H. Tiller and Frank B. Cross, "What Is Legal Doctrine?," *Northwestern University Law Review* 100, no. 1 (2006): 518, accessed February 29, 2025, http://dx.doi.org/10.2139/ssrn.730284.
[81] Steinar Kvale, *Interviews: An Introduction to Qualitative Research Interviewing*, (California: SAGE Publications, 1996), 74.
[82] B. A. Wortley, "Some Reflections on Legal Research after Thirty Years," *Journal of the Indian Law Institute* 24, no.2/3 (1982): 181.
[83] Ulrike Schultze and Avital Michel, "Designing Interviews to Generate Rich Data for Information Systems Research." *Information and Organisation* 21, no. 1 (2011): 9.

findings of this study and enhanced their credibility and plausibility.[84] Finally, it was important to note that doctrinal legal research methodology with a qualitative approach (interview) contributed to a thorough examination and analysis of the research topic from both internal and external perspectives, thereby augmenting the originality and reliability of the study's findings.

1.6.2 Research Scope

This study focused on the legal and procedural aspects of rental laws in Dubai, UAE, with a particular emphasis on protecting landlord rights within the context of lease contracts. Firstly, the study examined the law that regulates the rent procedure in Dubai, UAE, including, but not limited to, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. Secondly, the study scrutinised the legal deficiencies in rental laws in Dubai, UAE, identifying areas where the legislative framework lacks clarity, uniformity, or adequate protection for landlords. These deficiencies were evaluated in light of doctrinal analysis, statutory interpretation, and relevant case law.

Thirdly, the study explored the practical problems affecting lease contracts in Dubai, UAE. Fourthly, this study relied on comparative insights from other jurisdictions, including but not limited to the United Kingdom, Egypt, Jordan, and Kuwait, to provide a broader contextual understanding of rental laws through analysing how these legal systems address Dubai's rental law issues. This was essential in identifying best practices and potential legal solutions that may be adapted to the Dubai context.

[84]Alan Bryman, *Social Research Methods,* (UK: Oxford University Press, 2015), 32.

1.6.3 Types of Data

The data are divided into primary and secondary types.[85] In this study, primary data were obtained from several legislative sources, including, but not limited to, the UAE's Constitution of 1971 with amendments through 2004, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, Law No. (8) of 2007 concerning escrow accounts for real estate development in the Emirate of Dubai, Law No. (2) of 2003 concerning the profession of renting and leasing out real property in Dubai, Federal Law No. (5) of 1985, issuing the civil code of the United Arab Emirates and its subsequent amendment, Decree No. (26) of 2013 concerning the rent disputes settlement centre in Dubai, Law No. (8) of 2007 concerning escrow accounts for real estate development in Dubai, Law No. (27) of 2007 concerning ownership of jointly owned real property in Dubai, Jordan's Owners and Tenants Law No. (30) of 2000, Federal Civil Transactions Act No. (5) of 1985, and Federal Law No. (15) of 2023 concerning arbitration. Additionally, relevant court cases and interview data were also used as primary sources of information.

Secondary data, by definition, refers to data that is not considered primary.[86] In this study, secondary data were gathered from a range of sources, including textbooks, newspaper articles, law reports, internet sources, theses, dissertations, journal articles, and guidelines pertinent to the study topic. These secondary sources were consulted to complement and enhance the primary data.[87]

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[85] Carol M. Bast and Margie A. Hawkins, *Foundations of Legal Research and Writing,* 5th ed. (USA: Cengage Learning, 2016), 52.
[86] Shashi Kant Verma and Mohammad Afzal Wani, *Legal Research and Methodology*, (New Delhi: Indian Law Institute, 2001), 23.
[87] Bast and Hawkins, 55.

1.6.4 Data Collection Method

This study employed both a library-based approach and a qualitative approach for data collection, with particular emphasis on semi-structured interviews. Specifically, the primary data were derived from statutory laws, judicial decisions, and interview responses. These sources were instrumental in enhancing the originality, credibility, and reliability of the research findings.

The interview method was selected due to its recognised value as a core technique in qualitative research,[88] often regarded as the "mainstay technique in qualitative research,"[89] given its effectiveness in capturing rich, detailed, and context-specific information from respondents. The interview method played a pivotal role in facilitating the exchange of ideas and perspectives between the interviewer and the interviewee.[90] It further enabled the researcher to authenticate and verify the information provided by respondents through the observation of non-verbal cues such as body language,[91] thereby enhancing the credibility of the data collected.

Moreover, interviews enabled the researcher to gather insights into the respondents' views on the subject matter, obtain factual information,[92] and gain a deeper understanding of their experiences and interpretations.[93] Consequently, this method was particularly well-suited for addressing the research questions and achieving the

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[88] Irving Seidman, *Interviewing as a Qualitative Research: A Guide for Researchers in Education and the Social Sciences*, 3rd edition, (New York: Teachers College Printers, 2006).
[89] Donald R. Cooper and Pamela S. Schindler, *Business Research Methods*, 12th ed (New York: McGraw-Hill, 2014), 148.
[90] Singhal and Malik, 254; Donald E. Polkinghorne, "Language and Meaning: Data Collection in Qualitative Research," *Journal of Counseling Psychology* 52, no. 2 (2005): 141.
[91] Vibhute and Aynalem, 91.
[92] Ibid.
[93] Rowley Jennifer, "Conducting Research Interviews," *Management Research Review* 35, no. 3/4 (2012): 261, accessed July 28, 2025, https://doi.org/10.1108/01409171211210154.

objectives of this study. Specifically, it enabled the researcher to examine the law regulating the rent procedure, identify legal deficiencies in rental laws, and address practical problems affecting lease contracts in Dubai, UAE, thereby enhancing the originality of the research and substantiating the arguments and findings presented.

Qualitative interviews are generally classified into three main types: structured, unstructured, and semi-structured interviews (hereinafter referred to as "SSI"). This study employed the SSI method for several compelling reasons. Firstly, SSI represents a hybrid approach that combines the strengths of both structured and unstructured interview formats.[94] Secondly, it is recognised as "a key technique in real-world research," due to its practical applicability and adaptability. [95] Thirdly, it is effective in generating reliable and rich qualitative data.[96] Fourthly, SSI offers both the researcher and the respondent a degree of flexibility to explore relevant topics in depth, as many of the questions are developed and refined during the interview.[97] Fifthly, this approach facilitates the use of open-ended questions, allowing the researcher to probe further based on the respondent's answers.[98] This flexibility enabled the researcher to delve deeper into the subject matter, raise new questions that emerge from the discussion, and ultimately achieve the study's objectives.[99]

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[94] Moira Cachia and Lynne Millward, "The Telephone Medium and Semi-Structured Interviews: A Complementary fit," *Qualitative Research in Organizations and Management: An International Journal* 6, no. 3 (2011): 268-269, accessed July 28, 2025, https://doi.org/10.1108/17465641111188 420.
[95] Bill Gillham, *The Research Interview*, (London: Continuum, 2000), 20.
[96] Katharina Conradin and Stefanie Keller, "Semi-Structured Interviews," Sustainable Sanitation and Water Management Toolbox, accessed May 5, 2025, https://www.sswm.info/planning-and programmi ng/decision-making/gathering-ideas/semi-structured-interviews.
[97] Ibid.
[98] Alison Doyle, "What is a Semi-Structured Interview?" The Balance, 2018, https://www.thebalance.com/what is a semi-structured interview 2061632, accessed on 3 February 2025; Alasuutari Pertti, *The SAGE Handbook of Social Research Methods*, (Los Angeles: SAGE Publishers, 2009), 63.
[99] John Ward Creswell and Cheryl, Poth N, *Qualitative Inquiry and Research Design: Choosing among Five Approaches*, (Los Angeles: SAGE Publications, 2018), 82.

This study employed purposive sampling in selecting respondents, as it is one of the most widely used and appropriate techniques in qualitative research.[100] This method enabled the researcher to intentionally select individuals with relevant expertise who are directly involved in the subject matter under investigation.[101] The criteria for respondent selection in this study included job title or designation, departmental affiliation or unit, and area of specialisation. The respondents comprised academicians, judges, legal practitioners, and chief executive officers with expertise in lease contracts in Dubai, UAE.

Regarding the number of interviews conducted in this study, scholarly opinions vary. For instance, Mason argues that it is unnecessary to predetermine the number of respondents in qualitative research, as the emphasis lies on the depth and richness of the data rather than quantity.[102] Conversely, other scholars suggest that an appropriate range for qualitative interviews typically falls between twelve (12) and sixty (60) participants.[103] Notwithstanding this academic debate, this study conducted a total of twelve (12) interviews, comprising three (3) academicians, two (2) judges, five (5) legal practitioners, and two (2) chief executive officers from the RDSC. The inclusion of three (3) academicians was essential to provide a theoretical and doctrinal foundation for the research. These experts offered valuable insights into the interpretation of rental laws, the evolution of rental law, and the broader implications of legal reforms within the Dubai, UAE context.

[100] Martin N Marshall, "Sampling for Qualitative Research," *Family Practice* 13, no. 6 (1996): 523.
[101] Margarete Sandelowski, "Sample Size in Qualitative Research," *Research in Nursing & Health* 18, no. 2 (1995): 180, accessed May 1, 2025, https://doi.org/10.1002/nur.4770180211.
[102] Jennifer Mason, *Qualitative Researching* (London: SAGE, 2002), 135.
[103] Jane Ritchie, Jane Lewis, P.S.P.J. Lewis, C.M.N. Nicholls and R. Ormston, *Qualitative Research Practice: A Guide for Social Science Students and Researchers*, (London: Sage, 2013), 118; Sarah Elsie Baker and Rosalind Edwards, "How Many Qualitative Interviews is Enough?," *National Centre for R esearch Methods Review Paper* (2012): 10.

Furthermore, two (2) judges were interviewed to capture the judicial perspective, particularly concerning the interpretation and application of Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008. Their practical experience added depth to the analysis of how legislative provisions are operationalised in court proceedings. Additionally, the participation of five (5) legal practitioners was justified by their direct involvement in advising and representing clients in rental disputes. Their perspectives shed light on the challenges and ambiguities faced in legal practice, as well as the procedural and substantive issues encountered in enforcing rental laws. Lastly, two (2) chief executive officers from the RDSC were included to offer institutional insights into the administrative and dispute resolution mechanisms related to rental matters in Dubai, UAE.

Besides, it is essential to note that twelve (12) interviews were sufficient to reach the point of data saturation, which is commonly understood as the stage at which "no new information or themes are observed in the data."[104] Moreover, the twelve (12) interviews provided the researcher with sufficient insights to develop a comprehensive understanding of the subject matter, enhance the originality and credibility of the findings, and effectively address the research questions and objectives of the study.

Besides, it has been argued that pilot testing is not always necessary in qualitative research, as researchers can refine interview questions during the process if they find that the questions do not adequately address the research objectives.[105] However, in

[104] Greg Guest, Arwen Bunce, and Laura Johnson, "How Many Interviews Are Enough? An Experiment with Data Saturation And Variability," *Field Methods* 18, no.1 (2006): 59.
[105] Nashwa Ismail, Gary Kinchin and Julie-Ann Edwards, "Pilot Study, Does It Really Matter? Learning Lessons from Conducting a Pilot Study for a Qualitative PhD Thesis," *International Journal of Social Science Research* 6, no. 1 (2018): 3.

this study, the interview questions underwent several stages of development and refinement before being administered. Firstly, the questions were refined and developed through extensive consultations with the study's primary supervisor. Secondly, the researcher conducted pilot testing, recognising its value in evaluating and enhancing the effectiveness of the research instruments,[106] particularly the interview questions.

Specifically, the pilot testing allowed the researcher to assess whether the questions were comprehensible, precise, and clear, as well as to ensure that they were capable of achieving the research objectives and addressing the research questions effectively. Additionally, it is generally recommended that the sample size for pilot testing be approximately ten (10) per cent of the sample size intended for the final study.[107] In this case, the researcher selected two (2) academicians for the pilot testing.

Overall, the pilot testing proved to be highly beneficial to the study. It confirmed that no amendments were necessary to the interview questions. Furthermore, the data collected during the pilot testing were incorporated into the final study, as it is acceptable to include some or all of the data obtained from the pilot phase in the primary research.[108]

Additionally, secondary data for this study were gathered from various sources, including books, newspaper articles, and reports published by government agencies.

[106] Edwin van Teijlingen and Vanora Hundley, "The Importance of Pilot Studies," *Nursing Standard* 16, no. 40 (2016): 34.
[107] Lynne Connelly, "Pilot studies," *Medsurg Nursing: Official Journal of the Academy of Medical-Surgical Nurses* 17, no. 6 (2008): 411.
[108] Ismail, Kinchin and Edwards, 6.

The researcher also accessed secondary data from online databases, further enriching the data pool. Finally, secondary data were collected from several law libraries, including the Sultanah Bahiyah Library at Universiti Utara Malaysia and the Central Library at the University of Dubai.

1.6.5 Data Analysis

This study employed several approaches to analyse the data. Specifically, the descriptive, historical, and critical approaches were utilised to examine and interpret the law regulating the rent procedure in Dubai, UAE. These approaches were essential for addressing research question one (1) and achieving research objective one (1), as they provided a foundational understanding of the current law governing the rent procedure in Dubai, UAE.

Furthermore, an analytical approach was adopted to address research questions two (2) and three (3), thereby achieving the corresponding research objectives. This approach was particularly appropriate as it involves the examination and evaluation of legal principles, practices, and frameworks with the aim of "examining and evaluating something to understand or explain it or draw inference and conclusion from it."[109] within the context of this study, the analytical approach was instrumental in examining both the legal deficiencies in rental laws and the practical problems affecting lease contracts in Dubai, UAE.

Moreover, this study adopted a comparative approach to gain insights from other jurisdictions, including but not limited to the United Kingdom, Egypt, Jordan, and

[109] Yaqin, 16.

Kuwait. This method enabled the researcher to analyse how these legal systems address Dubai's rental law issues. This was essential in identifying best practices and potential legal solutions that may be adapted to the Dubai context.

In addition, the content analysis method was employed, given its relevance and applicability in legal research.[110] This method enabled the researcher to systematically interpret and analyse various sources, including laws, statutory provisions, and interview data. Furthermore, the interview data were manually transcribed and analysed. This decision was based on two considerations: first, the volume of data was manageable[111] and did not necessitate automated processing; and second, manual analysis allowed the researcher to engage closely with the data, thereby enhancing familiarity and depth of understanding.[112]

1.7 Limitations of The Study

Every study endeavour is subject to its unique circumstances and limitations that may impede the research process.[113] This study was no exception and encountered several limitations. From a theoretical perspective, it proved difficult to locate sufficient literature, including scholarly books, journal articles, and relevant court decisions, that directly addressed the core issues of the study. Consequently, the researcher relied on literature and judicial decisions from other jurisdictions, such as Algeria, Egypt,

[110] Mark A. Hall and Ronald F. Wright, "Systematic Content Analysis of Judicial Opinions," *California Law Review* 96, no. 1 (2008): 73.
[111] Michael Bloor and Fiona Wood, *Keywords in Qualitative Methods A Vocabulary of Research Concepts* (California: SAGE, 2006), 167; John W Creswell and Timothy. C Guetterman, *Educational Research: Planning, Conducting, and Evaluating Quantitative and Qualitative Research*, 6th edition, (New York: Pearson, 2018), 97.
[112] Ibid.
[113] Bridget Somekh and Cathy Lewin, *Research Methods in The Social Sciences*, (London: Sage Publications, 2005), 34.

Palestine, Jordan, and Kuwait, as well as other Emirates of the UAE, including Abu Dhabi, to fill the gap.

From a practical perspective, the study encountered a significant limitation in conducting interviews. The primary concern was related to the time and the cooperation of the respondents. Indeed, the rate of responses was relatively low, and most of the respondents did not have enough time for a face-to-face (hereinafter referred to as "F2F") interview. In this regard, the researcher kept trying until seven (7) respondents agreed on an F2F interview, while five (5) interviews were conducted online through e-mail medium.

1.8 Literature Review

A literature review constitutes a fundamental component of legal research, as it demonstrates the researcher's understanding of the subject matter and substantiates the selection of the research topic.[114] The literature review in this study is divided into the operational definitions of the study, the conceptual aspects of the rental relationship and property rights, the theoretical aspects for analysing rental relationships and state regulation, and the legal aspects of Dubai's rental laws.

1.8.1 Operational Definitions of the Study

The lease contract refers to the legally binding contract between a landlord and a tenant in which the landlord agrees to grant the tenant temporary use of real property for a specified purpose and period, in return for a predetermined rent.[115] For this study,

[114] Uwe Flick, *An Introduction to Qualitative Research*, (Los Angeles: Sage, 2019), 22.
[115] A.T. Adams, P.M. Booth, and B.D. MacGregor, "Lease Terms, Option Pricing And The Financial Characteristics Of Property," *British Actuarial Journal* 9, no. 3 (2003): 619-635.

the term ‘lease contract’ is consistently used, reflecting the contractual basis upon which landlord-tenant relations are formed in Dubai, UAE.

A landlord is a natural or legal person who, by virtue of ownership or legal entitlement, leases out real property under a lease contract.[116] In this study, the term “landlord” specifically refers to the party seeking to enforce rights related to rent, the real property repossession, and contractual compliance under the applicable Dubai rental laws, particularly Law No. (26) of 2007, and its subsequent amendments, Law No. (33) of 2008.

Tenant is a natural or legal person granted the right to use and occupy the landlord’s real property under a valid lease contract. In this study, tenants are considered in terms of their legal duties, and the extent to which their rights may conflict with or limit those of the landlord, including but not limited to the matters of eviction.

Sub-Tenant is a party who occupies the leased real property or a portion of it under a sub-lease contract with the original tenant, with or without the landlord’s consent. In the context of this study, sub-tenants are considered in cases where their occupancy of the leased real property affects the landlord’s rights.

Real Property refers specifically to immovable property, such as land, buildings, or units, that are legally recognised and subject to lease contracts[117] in Dubai.

[116] Margaret Jane Radin, “Property and Personhood,” *Stanford Law Review* 34, no. 5 (1982): 957-1015.
[117] Michael Madison, “The Real Properties of Contract Law,” *Boston University Law Review* 82 (2002): 405.

Rent is the agreed monetary consideration payable periodically by the tenant to the landlord under the lease contract. Rent is central to the legal obligations examined in this study, particularly in relation to arrears and the legal grounds for eviction.[118]

Eviction is the legal process through which a landlord seeks to recover possession of the leased real property from a tenant, based on legally permissible grounds such as non-payment of rent, breach of contract, or the need for substantial renovations.[119] The study analyses the situations of eviction and identifies the existing gaps that affect the tenants' and landlords' rights.

Notice is a formal communication issued by either party to the lease contract (the landlord or tenant) to notify the other of their intent to terminate, renew, or amend the lease contract. In this study, notice is treated as a procedural requirement with significant legal implications for eviction.

The legal framework encompasses the body of laws, regulations, and judicial procedures that govern rental laws in Dubai. The study primarily concentrates on Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, along with relevant implementing regulations and administrative practices.

[118] Meirav Furth-Matzkin, "On The Unexpected Use Of Unenforceable Contract Terms: Evidence From The Residential Rental Market," *Journal of Legal Analysis* 9, no. 1 (2017): 1-49.
[119] Mary B. Spector, "Tenants' Rights, Procedural Wrongs: The Summary Eviction and the Need for Reform," *Wayne Law Review* 46, no. 6 (2000): 135.

1.8.2. Conceptual Aspects of the Rental Relationship and Property Rights

The following examines the nature of the lease contract, eviction and lease contract extension, and finally, the lease culmination of ownership and long-term lease contracts.

1.8.2.1 The Nature of the Lease Contract

The legal nature of a lease contract can vary significantly across jurisdictions, impacting the rights and obligations of both parties. In many civil law systems, including those influenced by Islamic jurisprudence, a lease contract is primarily viewed as a personal right (*a right in personam*) arising from a contract, rather than a proprietary interest (*a right in rem*) in the land itself, as is often the case in common law systems.[120]

In some jurisdictions, there is a trend towards treating lease contracts as real relations, which can impact the tenant's rights and business activities.[121] Despite differences, many similarities exist in the obligations of landlords and tenants across legal systems, such as the right to sell to third parties and the obligation to return the leased real property in good condition.[122]

A good illustration of this is the previous studies, which briefly touch upon the "extension of the lease contract in the Islamic *Fiqh*" and compare it with Jordanian

[120] Thomas Merrill W., and Henry E. Smith, "The Property Contract Interface," *Columbia Law Review* 43, no. 6 (2001): 773.
[121] Stavniuk, V., and T. Tretiak, "The Legal Nature of the Land Lease and Its Impact on the Lessee Rights Protection Procedure," *Bulletin of Taras Shevchenko National University of Kyiv* 114, no.3 (2020): 49.
[122] Reza Beyranvand, Rodsari Fereshteh Khoshsolook, and Atena Setayesh, "A Comparative Study on the Identification of Instances of Lease Contracts in Iranian and French Law," *Journal of Law and Theory* 5, no.3 (2023): 17-27.

law, and later mention the application of Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008. However, this study examined how these laws define and categorise the lease contracts and how they address the issue of eviction, renewal, or the transfer of property. Therefore, instead of simply stating that Mahmoud's article discusses Islamic *Fiqh*, a deeper dive into the conceptual differences in how Islamic *Fiqh* views a lease compared to secular civil codes, and how these differences manifest in practical legal outcomes (for instance, regarding extension or termination), would be beneficial. This would involve examining the underlying principles that shape the legal framework of lease contracts in these different contexts.[123]

Youssef (2023) examines the codification of Islamic financial transactions, particularly lease contracts, in UAE law,[124] highlighting that the country's efforts to incorporate *Shariah* principles into its legal framework. Juda (2021) analyses the nature, development, and provisions of lease contracts in Sudanese law and Islamic jurisprudence, emphasising the rights and obligations of tenants and landlords. The study recommends continuous review of leasing contracts and the enactment of regulations by Islamic jurisprudence.[125] Kamali (2007) provides a detailed examination of *Ijarah* (Islamic leasing) in *Shariah* law, discussing its definition, conditions, and varieties (operational and financial leases). The paper also explores Islamic bonds (*Sukuk*) and their potential economic benefits.[126] These studies

[123] Mahmoud Fayyad, "Reconstructing Lease-To-Own Contracts: A Contemporary Approach To Islamic Banking Standards," *Heliyon* 9, no. 9 (2023).
[124] Omar Ahmed Youssef, "Codifying the Provisions of Islamic Financial Transactions," *Journal of the Faculty of Islamic and Arabic Studies for Girls, Beni Suef*, 18, no. 5 (2023): 1101-1147.
[125] Juda Ibrahim Mohammed Al-Nour, "The Lease Contract: Its Obligations and Connections in Sudanese Law." *Journal of Legal and Economic Studies*, no. 2 (2021), 1-35.
[126] Hashim Mohammad Kamali, "A Shari'ah Analysis of Issues in Islamic Leasing," *Journal of King Abdulaziz University: Islamic Economics* 20, no. 1 (2007):15.

collectively demonstrate the ongoing efforts to harmonise Islamic financial principles with modern legal systems in various jurisdictions.[127]

1.8.2.2 Eviction and Lease Contract Extension

Eviction refers to the legal process by which a landlord removes a tenant from the leased real property, typically due to a breach of the lease contract or the expiry of the lease contract term.[128] The study of Ibrahim (2019)[129] provides a brief overview of the eviction processes in Jordanian law and their consistency with the present study regarding eviction in Dubai's rental laws, specifically, Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008. However, this study would provide a deeper discussion on the situations of eviction, the procedural requirements, and the protections afforded to tenants and landlords.

Similarly, "lease extension" can be a complex concept, encompassing automatic renewals, statutory extensions, or extensions by mutual agreement. Nouar's research presented the effects of abolishing the legal extension rule of the lease, as per Jordanian law, on owners and renters[130]. The study examines the impact of the cancellation of the legal extension of the lease contract under the law amending the Owners and Tenants Law No. (30) of 2000 and the extent of the legal cancellation of the lease contract provided for in Article 5 of the same law. However, this study will deal with Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008.

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[127] Ibid.,15.

[128] Thomas M Quinn, and Earl Phillips, "The Law of Landlord-Tenant: A Critical Evaluation of the Past with Guidelines for the Future," *Fordham Law Review,* 38 (1969), 225.

[129] Hussein Ibrahim Harb, "Legal Nature of Legal Notice and Its Provisions in Lawsuit of Evicting the Tenant," *Journal of Law* 4, no.11 (2019):23.

[130] Khaled Amin Sabri Nouar, "Effects of the Cancellation of the Legal Extension Rule of the Lease Contract under the Amended Law of Landlords and Tenants in Jordan," (Jordan: Middle East University for Graduate Studies, Master thesis, 2009), 18.

1.8.2.3 Lease Culmination of Ownership and Long-Term Lease Contracts

The concepts of “lease culmination of ownership” (*Ijarah Muntahia bi al-Tamleek*) (hereinafter referred to as “IMBT)” and “long-term lease contracts” introduce more complex conceptual layers. IMBT is an Islamic financial instrument combining leasing with eventual ownership transfer, distinguishing it from traditional leases.[131] This concept, rooted in the principles of the *Quran* and *Hadith*, aims to facilitate economic transactions while adhering to Islamic law.[132] IMBT addresses the need for asset acquisition when immediate full payment is challenging, allowing periodic instalments. In practice, IMBT offers greater flexibility than conventional leasing, particularly in ownership transfer arrangements. However, its implementation faces challenges such as regulatory limitations and low public awareness, especially in countries like Indonesia. Despite these obstacles, IMBT represents a unique financial framework that successfully bridges religious requirements with economic functionality, demonstrating the enduring relevance of faith-based financial principles in modern markets. Moreover, Al-Rasheedi’s study on the lease culmination of ownership and its legal nature, as well as an article on long-term lease contracts in the Federal Law,[133] stated that these are not simple lease contracts, but rather arrangements that blend elements of leasing with the eventual transfer of ownership or extended periods of tenure. However, he did not address the problem of long-term lease contracts and their effects on the landlord, unlike the current will.

[131] Novita Angraeni, and Erry Fitrya Primadhany, “Sociological and Philosophical Study of Ijārah and Ijārah Muntahiya Bi Tamlik,” *El-Mashlahah* 12, no. 1 (2022), 84-102.

[132] Suci Purwati and Sitty Komalla, “The application of ushul al-fiqh (Principles of Islamic jurisprudence) in Shariah economics: Theoretical Review." *Journal of Economicate Studies* 7, no. 2 (2023):1-15.

[133] Muhammad Al Rasheedi, “Leasing Contract Ending by Ownership: A Comparative Study with The Islamic Principles,” (Jordan: Middle East University, Master Thesis, 2010), 27.

1.8.3 Theoretical Aspects for Analysing Rental Relationships and State Regulation

The following examines the property right theory, contract theory, and finally game theory.

1.8.3.1 Property Rights Theory

At the core of any discussion on a lease contract lies the theory of property rights. This theory examines how property rights are defined, allocated, and enforced, and how these allocations influence economic behaviour and resource use.[134] Different theoretical perspectives exist, ranging from classical liberal views emphasising individual ownership and minimal state intervention to more contemporary approaches that acknowledge the social and public dimensions of property. For instance, the original literature review mentions the landlord's desire to recover property and the tenant's right to an extension. Property rights theory would analyse the inherent tension between the landlord's right to control and benefit from their real property (often viewed as a fundamental aspect of ownership) and the tenant's right to secure tenure and quiet enjoyment of the leased real property.

A critical analysis would involve examining Dubai's rental laws, particularly Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, theoretically balancing these competing property rights.[135] Do these laws lean towards strengthening landlord rights to encourage investment, or do they prioritise tenant protection for social stability? For example, the provision for automatic renewal of the

[134] Glenn Fox, "The Origins, Nature, And Content Of The Right To Property: Five Economic Solitudes," *Canadian Journal of Agricultural Economics* 60, no. 1 (2012): 11-32.
[135] Abdulla Ebrahim Ali Lahbash, "Residential Valuation Systems in Dubai (UAE)," (UK: Coventry University, PhD Thesis, 2017), 93.

lease contracts could be theoretically analysed through the lens of tenant security of tenure, potentially limiting the landlord's absolute property rights in favour of social or economic stability. Conversely, provisions allowing eviction under specific circumstances would represent a theoretical reassertion of landlord real property rights.

1.8.3.2 Contract Theory

Contract theory provides a powerful lens to analyse the law regulating rental laws and relationships,[136] particularly in protecting the rights of landlords in Dubai, United Arab Emirates. At its core, contract theory examines how lease contracts are structured to align the interests of parties, distribute risks, and mitigate opportunistic behaviour in situations where information asymmetry or enforcement problems exist. Since lease contracts are fundamentally contracts between landlords and tenants, this theory is highly relevant in understanding the legal and practical dimensions of the relationship.[137] The choice of contract theory for this study is based on its ability to explain both the rationale behind Dubai's rental laws, particularly Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, and the interactions between landlords and tenants. Unlike purely descriptive approaches, contract theory enables a deeper inquiry into why specific regulations are designed to protect landlords, and how these rules function to create balance and stability in the rental market.[138]

[136] Marta Raga, "Questioning The 'Freedom of Contract': Contract Disobedience And The Tenant Struggle In Barcelona," *Legal Pluralism and Critical Social Analysis* 56, no. 1 (2024): 83-107.
[137] Bo Li, "The Realization of Class-Monopoly Rents: Landlords' Class Power And Its Impact On Tenants' Housing Experiences," *Journal of Urban Management* 12, no. 4 (2023): 360-374.
[138] Nicholas McGeehan and David Keane, "Enforcing Migrant Workers' Rights In The United Arab Emirates," *International Journal on Minority and Group Rights* 15, no. 1 (2008): 81-115.

Moreover, it is worth noting that the importance of applying contract theory lies in several aspects. First, it clarifies how risks in lease contracts, such as tenant default, property misuse, or fluctuating rental values, are allocated and managed by law. Second, it explains the role of enforcement mechanisms, such as the RDSC, in ensuring that contractual promises are credible and disputes are resolved efficiently. Third, contract theory highlights how legal protection of landlords not only secures their investment but also sustains broader market efficiency by encouraging confidence in real property leasing and long-term housing supply.

Within this framework, the landlord-tenant relationship emerges as a contractual interaction where both parties pursue their respective interests under the protection of the law. The landlord seeks timely rent payment, preservation of the leased real property value, and security against default, while the tenant seeks fair rent, security of tenure, and protection from arbitrary eviction.[139] By safeguarding landlords' rights, Dubai's rental laws, particularly Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, would ensure that the leased real properties remain a viable investment option, which in turn guarantees the continued availability of housing for tenants. In this sense, contract theory reveals that protecting landlords is not solely about favouring one party but about maintaining equilibrium and trust in the rental market, ultimately benefiting both sides.[140] Thus, the relevance of contract theory in this study lies in its ability to show that protecting landlords' rights is not merely about privileging one party, but about sustaining balance, stability, and efficiency in the

[139] Philip ME Garboden and Eva Rosen, "The threat of eviction: How landlords shape a contingent tenure," *City & Community* 18, no. 2 (2019): 638-661.
[140] Bernard Salanie, *The Economics of Contracts: A Primer, (*MIT Press, 2005), 72.

rental market. By applying contract theory, this study highlights that strong legal protections for landlords ultimately benefit tenants as well.

1.8.3.3 Game Theory

Lease contracts are complex legal instruments that blend elements of contract and property law. They are subject to the principle of freedom of contract, but with limitations due to public interest considerations.[141] Game theory provides a framework for analysing the negotiations of lease contracts, highlighting the strategic interactions between landlords and tenants.[142] The theoretical underpinnings of rental law have oscillated between property and contract paradigms, with recent reforms increasing the interdependence of covenants.[143] This shift towards interdependence may influence the level of cooperation expected between parties. Islamic jurisprudence also recognises lease contracts as binding contracts with specific rights and obligations for both landlord and tenant.[144] Across legal systems, lease contracts are subject to various forms of regulation, including restrictions on terms, renewal processes, and associations with other contractual arrangements, reflecting the need to balance private and public interests in property relations.

However, in the context of landlord-tenant relationships, the application of game theory to lease contracts can negatively affect the landlord–tenant relationship by fostering strategic and opportunistic behaviour, where each party treats the other as an

[141] John Forrester Hicks, "The Contractual Nature of Real Property Leases," *Baylor Law Review* 24 (1972): 443.
[142] Dominique C. Pfrang and Silke Wittig, "Negotiating office lease contracts: From a game-theoretical towards a behavioural view," *Journal of European Real Estate Research* 1, no. 1 (2008): 88-105.
[143] Hanjo Hamann, "Property, Psyche, and the Theory of Tenancy: Independent and Interdependent Lease Law Covenants Through the Lens of Cultural Psychology," *Texas A&M Journal of Property Law* 9 (2023): 223.
[144] Ibid., 60.

opponent rather than a partner. The shift toward interdependent covenants increases uncertainty, as one party's obligations may depend on the other's performance, leading to disputes and potential litigation. Collectively, these factors risk eroding cooperation, predictability, and trust in landlord–tenant relations.[145]

1.8.4 The Legal Aspects of Dubai's Rental Laws

While Dubai's rental laws, particularly Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, demonstrated considerable progress in regulating landlord-tenant relations, the literature revealed that procedural inefficiencies and enforcement inconsistencies limit their implications.[146] For instance, it is argued that these laws shifted Dubai's rental laws towards a more tenant-protective stance, particularly in terms of rent increases and grounds for eviction.[147] In the same vein, Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008, imposed significant restrictions on landlords' ability to evict, particularly concerning rent increases and the requirement for a 12-month notice period for personal use or sale. This tenant-protective stance, while promoting social stability, can sometimes be perceived as limiting the landlord's autonomy and flexibility in managing their real property.[148] Similarly, Javeed (2021) analysed the termination and eviction of lease contracts, emphasising the necessity for Dubai to adopt more detailed legal provisions to govern lease contracts.[149] He advocated the importance of safeguarding the rights

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[145] Albert Choi and George Triantis, "The Effect Of Bargaining Power On Contract Design," *Virginia Law Review* 98 (2012): 1665.
[146] Ali Adel Muhammad, "Critical Notes on Regulating the Lease Contract in Iraqi Law, a Comparative Study with UAE Law," *Journal of Humanity Sciences* 1, no. 55 (2013): 231- 256.
[147] Jan Philip Weber, "The Regulation of Private Tenancies-A Multi-Country Analysis," (Germany: University of Regensburg, PhD Thesis, 2017).
[148] Gabriela Debrunner, Michael Kolocek, and Arthur Schindelegger. "The Decommodifying Capacity Of Tenancy Law: Comparative Analysis Of Tenants' And Landlords' Rights In Austria, Germany, And Switzerland," *International Journal of Housing Policy* 25, no. 1 (2025): 147-169.
[149] Aaqib Javeed, "The Thrust of Tenancy Regulating Legislations in the Emirate of Dubai," *SSRN* (2021): 16.

of parties involved in lease contracts and underscored the need to balance the duties and protections of both landlords and tenants.[150]

Besides, Al Suwaidi (2016)[151] and Al Tamimi (2011)[152] asserted that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, did not foster tenant stability by curbing arbitrary rent increases and unjustified evictions. Additionally, Kosh (2024) focused on the legal gap that existed in Decree No. (43) of 2013. According to him, strict rent controls risk distorting market equilibrium, disincentivising landlords from properly maintaining their leased real properties or committing to long-term lease contracts.[153] Shokirova (2024) similarly contends that rent controls should transition into a more dynamic, index-linked system to prevent stagnation and inefficiency in the rental market.[154]

In the context of ownership transfers, Article 28 of Law No. (26) of 2007 ensures the survival of the tenant's rights upon the sale or transfer of the property.[155] Blanchard (2020) lauds this provision as a progressive feature that surpasses tenant protections available in jurisdictions such as Qatar.[156] Nevertheless, enforcement challenges remain; Al-Darbas and al-Wasmi (2019) document instances where mortgage foreclosure proceedings have compromised tenants' security of tenure, despite

150 Ibid.
151 Jassim Al Suwaidi, "Landlord and Tenant Law in the United Arab Emirates," *Arab Law Quarterly*, 30, no.1 (2016): 53–76.
152 Hussein Al Tamimi, "The Evolution of Rental Laws in Dubai," *Gulf Business Law Review*, 5, no. 2, (2016): 112-130.
153 Shodh Kosh, "Equity in Housing: Examining the Effectiveness of Urban Rent Laws," *Journal of Visual and Performing Arts,* 3*,* no.1, (2024): 749-756.
154 Zarrina Shokirova, *Analyzing the Effects of Economic Factors on Residential Real Estate Market Dynamics of Dubai: Using Machine Learning Methods*, (UAE, Rochester Institute of Technology, 2024).
155 Barbash Radhia, "Provisions Related to Specifying a Commercial Lease Contract," (Jordan: Yarmouk University, Master thesis, 2019), 65.
156 Mawlidi Blanchar, "Comparative Rental Regulation: Lessons for Emerging Real Estate Markets," *International Property Law Journal*, 9 no. 3, (2020):102–125.

statutory guarantees, too.[157] Compared to these countries, Oman offers a broader range of freehold rights and a more coherent framework for regulating leasehold investments.[158] Furthermore, jurisdictions such as Singapore offer advanced models for rent deposit protection and accelerated dispute resolution, highlighting areas where Dubai's rental laws remain underdeveloped.

Additionally, the introduction of the *Ejari* system further marked a significant advancement in promoting transparency by mandating the electronic registration of all lease contracts.[159] While these studies acknowledge *Ejari's* role in reducing fraud and enhancing regulatory oversight, critical gaps persist. Blanchar (2020) found that, by 2019, only 78% of lease contracts were compliant with *Ejari* registration requirements, exposing vulnerabilities in enforcement.[160] Blanke (2022) also criticised the absence of stringent penalties for non-registration, noting that mere administrative fines fail to incentivise universal compliance.[161]

Furthermore, the establishment of the RDSC is recognised as a landmark reform aimed at specialised adjudication.[162] However, its procedural efficiency remains a subject of contention. Lotfi (2015) observed that minor disputes involving claims of less than 100,000 AED frequently encounter procedural bottlenecks, thereby delaying

[157] Ahmad Mohammed Al-Darbas, and Mohammed Ebrahem al-Wasmi, "Challenges Facing Real-Estate Mortgages in the Arabian Gulf Region," *Arab Law Quarterly* 33, no. 1 (2019): 81-98.
[158] Clifford Chance LLP, "Recent Developments in Dubai's Tenancy Laws: An Overview," Clifford Chance LLP, 2023 https://www.cliffordchance.com, accessed on 3 June 2025.
[159] Khaled Alawadi, Asim Khanal, and Ahmed Almulla, "Land, Urban Form, And Politics: A Study on Dubai's Housing Landscape and Rental Affordability," *Cities* 81 (2018): 115-130.
[160] Blanchar, 111.
[161] Gordon Blanke, "The United Arab Emirates," *Yearbook of Islamic and Middle Eastern Law Online*, 21, no. 1 (2022): 175-198.
[162] Ahmed Ibrahem Sanna, "The Legal Challenges of The Tenancy Contract in Dubai: A Critical Analysis," *South Asian Journal of Social Sciences & Humanities* 4, no. 2 (2023): 165-173.

resolution.[163] According to him, the execution orders, particularly in eviction cases, are delayed by an average of 45 days, thereby undermining landlord remedies and exacerbating uncertainty within the rental market.[164] Besides, Sanna (2023) argued that although RDCA achieves simplicity, expediency, and efficiency in resolving rental disputes, there is a need for revising specific statutory provisions that may conflict with the broader principle of judicial independence.[165]

In conclusion, it is worth noting that previous studies on rental laws in the UAE have primarily focused on general legal provisions without offering a detailed examination of the specific legal procedures governing lease contracts in Dubai. Moreover, the existing literature had not sufficiently scrutinised the legal deficiencies within Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008 from a doctrinal and practical perspective, specifically by using a qualitative approach, "interviews". Additionally, previous studies have not addressed the practical issues affecting lease contracts in Dubai, UAE, to propose legal reforms. Based on the earlier, the reviewed studies do not discuss several issues that require examination and addressing. Hence, the present study would attempt to fill in these gaps.

1.9 Outlines of Chapters

This study is divided into six (6) chapters. Chapter one (1) addressed the background of the study, followed by the problem statement, research questions, research

[163] Lotfi Hani Salem, "The Adaptability of Adjudication in the UAE from the Perspective of Islamic Shariaa and Civil law," (UAE, The British University, 2015), 44.
[164] Ibid.
[165]Ahmed Ibrahem Sanna, "The Role of The Rental Dispute Center on The Rental Sector in Dubai: An Analytical Overview," *South Asian Journal of Social Sciences & Humanities* 4, no. 3 (2023): 33- 42.

objectives, significance of the study, research methodology, limitations of the study, and literature review.

Chapter two (2) discussed the general framework of the lease contract by discussing the historical background of the lease contract framework from a general perspective, reviewing the essentials of the contract, the essential characteristics of the lease contract, and different types of lease contracts. Then, under the rights of landlord and tenant in the lease contract, the chapter addressed the rights of both the landlord and the tenant, as well as the termination of a lease contract. Finally, the chapter discussed the position of *Shariah* law on lease contracts and the theoretical framework on the concept of lease under the term of *usufruct*.

Chapter three (3) examined the laws regulating rent procedures in Dubai, UAE. Specifically, it discussed the rules governing lease contracts in Dubai, UAE, the rights and obligations of landlords and tenants in Dubai, UAE, and the eviction situations from the leased real property, according to Law No. (33) of 2008, and the stages and scope of a lease contract in Dubai, UAE. Furthermore, the chapter discussed the mechanisms for settling rental disputes in Dubai, UAE, by explaining the Mediation and Conciliation Directorate (hereinafter referred to as "MCD"), RDSC, using arbitration to resolve rental disputes in Dubai, UAE, the centre for amicable settlement of disputes in Dubai, UAE, the special tribunal for unfinished and cancelled real property projects in the emirate of Dubai, UAE, and DLD. This chapter answered research question one (1) and achieved research objective one (1).

Chapter four (4) provides the legal deficiencies in rental laws in Dubai, UAE. Specifically, it addressed the deficiencies in terms of the effectiveness of the applicable rental laws in Dubai, including the scope, obligations of landlords and tenants, rent deposit procedures, rent increases, and sublease or subtenancy under the applicable rental laws in Dubai. Finally, this chapter discussed the legal deficiencies in terms of long-term lease contracts, evacuation, and the compatibility of Dubai's rental laws with international legal standards and laws. This chapter answered research question two (2) and achieved research objective two (2).

Chapter five (5) discussed the practical problems affecting lease contracts in Dubai, UAE, by analysing the rulings issued by the Magistrate and Conciliation judge, the First Instance Division, and the Appellate Division. This chapter answered research question three (3) and achieved research objective three (3).

Chapter six (6) aimed to present the theoretical and practical contributions, the findings, recommendations of the study, and the suggestions for future studies.

CHAPTER TWO

THE GENERAL FRAMEWORK OF THE LEASE CONTRACT

2.1 Introduction

This chapter discusses the general framework of a lease contract. It covers the historical background of the lease contract framework from a general perspective and examines the essential elements of a contract, starting with the fundamental rules of contract formation, including the elements of offer, acceptance, consideration, and the intention to create legal relations. These elements form the legal foundation for enforceable lease contracts.

It then examines the essential characteristics of the lease contract, namely, the creation of a real property in land, fixed duration, exclusive possession, rent payment, and real property reversion. The chapter further explains the different types of lease contracts, including but not limited to the fixed-term, periodic, and statutory lease contracts.

The rights of both landlords and tenants are also discussed. Landlords are responsible for delivering the real property, preventing unlawful interference, and ensuring habitability, while tenants are obligated to pay rent, maintain the real property, and allow access for inspections. The chapter explains the termination of the lease contract after the end of its fixed term and the early termination. Besides, the chapter highlights the position of *Shariah* principles in rental law.

It also discusses the theoretical framework of the concept of lease within the context of usufruct. Chapter two outlines the contractual framework, legal nature, and mutual obligations inherent in lease relationships, laying the groundwork for a more detailed analysis of regulatory and enforcement issues in Dubai's rental sector.

2.2 Historical Background of the Lease Contracts Framework from a General Perspective

In a lease contract, a contractual relationship creates both proprietary rights (relating to the use of real property) and contractual obligations (relating to the terms of the agreement). The concept of a lease contract has evolved significantly over millennia, rooted in ancient legal systems. The earliest codified principles appeared in the Code of Hammurabi,[166] which addressed agricultural lease contracts by prescribing allocations such as "2/3 for the landlord and 1/3 for the tenant".[167]

Moreover, Roman law refined this foundation with the doctrine of "*locatio conductio*", a bilateral lease contract requiring mutual agreement on only three essentials: the subject of the lease, the rent, and the term.[168] Importantly, the Romans introduced the conceptual divide between ownership (*dominium directum*) and usage rights (*dominium utile*).[169] This dual nature makes lease contracts unique among contracts,

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[166] The Code of Hammurabi is a Babylonian legal text compiled during the reign of King Hammurabi, which spanned from approximately 1792 to 1750 Before Christ (BC).
[167] Online Leasing, "Leasing History," Online Leasing, 2023, https://leasing.addventure.bg/en/all-about-leasing/leasing-history, accessed on 14 July 2025.
[168] P. J. de Plessis, "The Roman Concept of Lex Contractus," *Roman Legal Trad* 3, no. 7, (2006): 79-94.
[169] Ramesh Chandran, "What Is Lease In Property Law? A Complete Guide," Zolvit, 2024, https://www.zolvit.com/blog/lease-in-property-law, accessed on 14 July 2025.

as they serve both as contractual arrangements and as instruments that convey property interests.[170]

In the medieval period, the rise of feudalism established hierarchical land tenure systems, where land was held in exchange for services, creating layers of superior and inferior rights.[171] This formed the landlord-tenant paradigm rooted in service obligations rather than contractual consent. By the twelfth (12th) century, a shift toward lease contracts based on mutual agreement emerged, as lords increasingly leased real property to tenants instead of managing them directly.[172] This laid the groundwork for contract-based leasing.

Additionally, the sixteenth (16th) to nineteenth (19th) centuries witnessed the integration of capitalism into real property systems, giving rise to the modern lease contract. Leases during this period gained a dual nature: contractual (personal obligations) and proprietary (interest in land).[173] In English common law, leases were acknowledged as a legal hybrid, "a middle kingdom between realty and personalty", thus embedding them firmly within both property and contract law doctrines.[174] These developments collectively shaped today's comprehensive legal framework governing landlord-tenant relationships.

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170 Michael Lever, "Framework of a Lease," Michael Lever, 2023, https://www.michaellever.co.uk/terminology/files/8728779557009283fa491c23332750da-222.php, accessed on 13 July 2025.
171 Mapping the Medieval Countryside, "The Feudal System and the Royal Prerogative," Mapping the Medieval Countryside, 2025, https://inquisitionspostmortem.ac.uk/the-feudal-system-and-the-royal-prerogative, accessed on 14 July 2025; David Andrew, "The History of Landlords," David Andrew, 2023, https://www.davidandrew.co.uk/blog/the-history-of-landlords.html, accessed on 14 July 2025.
172 Britannica, "Feudal Land Tenure," Britannica, 2023, https://www.britannica.com/topic/feudal-land-tenure, accessed on 14 July 2025; Alexander Volokh, "Property Rights And Contract Form In Medieval Europe," *American Law and Economics Review* 11, no. 2 (2009): 399-450.
173 Andrew.
174 Tan Wee Liang, "Repudiation of Leases-The Application of Contractual Principles to Leases," *Malaya Law Review* 30 (1988): 138.

The transition into the modern era, driven by the industrial revolution and urbanisation, demanded a restructured approach to landlord-tenant relationships as the focus shifted from agrarian landholding to structured urban dwellings.[175] This era introduced lease contracts emphasising standardised clauses to safeguard both parties. The landmark case, *Javins v. First National Realty Corp*, was instrumental in redefining urban residential leases as contracts governed by standard contract principles, paving the way for contemporary lease interpretation.[176]

Moreover, it is worth noting that in modern frameworks, legal safeguards for landlords have expanded through statutory mechanisms, providing structured protection in areas such as rent collection, property maintenance, tenant eviction, and security systems, such as deposits and insurance.[177] Although early rent control measures date back to Julius Caesar's decree in Ancient Rome, later systems evolved to protect landlord investments without compromising tenant rights.[178]

Based on the above, it is clear that the evolution of lease contracts reflects a long and dynamic legal history, transitioning from ancient agricultural lease contracts to sophisticated modern frameworks. From the foundational principles of Hammurabi

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[175] Leslie E Gerwin, "A Study of the Evolution and Potential of Landlord-Tenant Law and Judicial Dispute Settlement Mechanism in the District of Columbia-Part II: A Critical Examination and Proposal for Reform," *Catholic University Law Review* 26, no. 4 (1977): 641-755; Douglas M. Bregman, "Historic Perspective of the Modern Landlord and Tenant Relationship," Bregman Law, 2021, https://www.bregmanlaw.com/wp-content/uploads/2019/05/historic-perspective-of-the-modern-landlord-and-tenant-relationship.pdf, accessed on 14 July 2025.
[176] 428 F.2d 1071 (D.C. Cir. 1970).
[177] Kristi Mergenhagen, "Top 10 Lease Agreement Clauses To Protect Landlords," Rent Prep, 2024, https://rentprep.com/blog/landlord-tips/clauses-protect-landlords, accessed on 14 July 2025; Rajvin Singh Gill, "Tenancy Eviction and Rental Recovery: A Concise Guide for Landlords," Rajvingill, 2024,https://www.rajvingill.com/post/tenancy-eviction-and-rentail-recovery-a-concise-guide-for-landlords, accessed on 14 July 2025; Denise Chong, "Setting the terms: Protecting the Landlord's interest in Tenancy Agreements," Christina Chia Law Chambers, 2022, https://cclc.com.my/setting-the-terms, accessed on 14 July 2025.
[178] John W. Willis, "Short History of Rent Control Laws," *Cornell Law Review* 36 (1950): 54-94.

and Roman law to the feudal structures of the medieval period and the contractual developments of capitalism and industrialisation, lease contracts have consistently adapted to societal and economic shifts and offered a balanced legal framework that protects the rights and obligations of both landlords and tenants.

2.3 The Essentials of Contract

There are specific fundamental and prerequisite requirements that must be achieved to attain the legal status of a contract.[179] These requirements are offer to contract, acceptance to contract, consideration, and contractual intention to create a legal relation.[180] The following explains these requirements in detail.

2.3.1 Offer to Contract

An offer constitutes a clear expression by one party indicating a willingness to enter into a contract under specific terms, with the intention that such terms will become legally binding upon acceptance by the other party.[181] Where acceptance is given, the offeror must have demonstrably intended, without prejudice, to be legally bound by the contract, or must otherwise be held accountable if their conduct objectively conveys such an intention.[182] In this regard, the decisive factor is not the subjective intention of the offeror but whether a reasonable third party, observing the interaction, would infer a binding intention from the offeror's words or actions. Offers may be directed to a specific individual, a defined group, or the general public. A classic

[179] Richard Stone and James Devenney, *Text, Cases and Materials on Contract Law,* (UK: Routledge, 2014), 23.
[180] Brian Bix, "Philosophical Problems of Contract Law," in *Contract Law*, (UK: Cambridge University Press), 3.
[181] *Stover v. Manchester City Council* [1974] 1 WLR 1403.
[182] Start Times, *"The Basis of The Lease Contract,"* Start Times, 2022, https://www.startimes.com/?t=25142004, accessed on 5 July 2025.

example of a general offer is a public reward notice for the return of lost movable property, such as a personal watch. An offer can be communicated explicitly through language or impliedly through conduct.[183]

Importantly, a clear distinction must be drawn between a valid offer and an invitation to treat, the latter being a preliminary communication intended to prompt others to make an offer, rather than establishing contractual intent in itself.[184] Determining whether a statement constitutes an offer or merely an invitation to treat cannot be based on a single rigid criterion.[185] Instead, it requires a contextual assessment of the circumstances surrounding the communication, the nature of the relationship between the parties, the language employed, and the method of communication. Common examples of invitations to treat include advertisements and the display of goods on shelves in self-service stores.[186] The leading authority on this distinction is the case of *Carlill v. Carbolic Smoke Ball Company* [1893]. In that case, a pharmaceutical company advertised that users of its smoke ball would be protected against influenza and that, in the event of infection, a sum of 100 pounds would be paid. The company argued that the advertisement was merely promotional and lacked contractual intent.

However, the Court of Appeal held that the advertisement constituted a legally binding offer. The court emphasised the company's deposit of 1,000 pounds with a bank as evidence of serious intent, reinforcing the presumption of a binding obligation toward those who fulfilled the conditions stated in the advertisement. [187]

[183] *Entores v. Miles Far East Corp* [1955] 2 QB 327.
[184] Muhammad Al-Saidi, *The Obvious in Explaining the Algerian Civil Law*, (Algeria: Dar Al-Huda, 2007), 104.
[185] Ibid., 106.
[186] *Partridge v. Crittenden* [1968] 1 WLR 1204.
[187] *Carlill v. Carbolic Smoke Ball Company* [1893] 2 QB 256.

2.3.2 Acceptance to Contract

Acceptance refers to the unequivocal expression, either through conduct or declaration, by the party to whom an offer is addressed, made after the offer's issuance.[188] It constitutes the final act necessary to form a binding contract. As such, acceptance represents the second and essential element of a contract, and without it, no enforceable contract can be said to exist. For acceptance to be legally effective, it must be a direct response to the substantive terms of the offer, signifying an unambiguous agreement to those terms.[189] Furthermore, the acceptance must mirror the offer exactly, reflecting complete assent to all conditions proposed.[190]

Acceptance does not require adherence to any particular formality to be legally effective. It may be communicated through any mode, verbal, written, or by conduct, so long as it constitutes a valid response to the terms of the offer.[191] For instance, acceptance may be inferred where the offeree performs an act consistent with the offer, such as dispatching goods following a purchase order, thereby signalling a contract.[192]

Nonetheless, for acceptance to give rise to a binding contract, it must be brought to the knowledge of the offeror. It must be clear, unequivocal, and indicative of an intent to be contractually bound.[193] Like the offer itself, acceptance is an expression of will, and

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[188] Laila Khalid, "Offer and Acceptance in Contracts, Rights Protectors Law Firm," Jorden Lawyer 2020,https://jordan-lawyer.com/2020/05/31/%d8%a7%d9%84%d8%a5%d9%8a%d8%ac%d8%a7%d8%a8-%d9%88%d8%a7%d9%84%d9%82%d8%a8%d9%88%d9%84/ accessed on 8 August 2024.
[189] Marzouq Nour Al-Huda, "Mutual Consent in Electronic Contracts," (Algeria: Université Mouloud Mammeri De Tizi-Ouzou, Master Thesis, 2012), 97.
[190] Al-Saidi, 110.
[191] Dinay Nour El-Din, "Offer and Acceptance in Electronic Contracts," *Maalem Journal for Legal and Political Studies* 97, no. 2 (, 2017): 92-100.
[192] Khalid Al-Janabi, "*Mutual Consent in Electronic Commerce Contracts*," (Jordan: Qandil Publishing House, 2013), 69.
[193] Stone and Devenney, 37.

its legal effect hinges on the seriousness and definiteness of that will.[194] Once the acceptance is effectively communicated and associated with the offer, the pre-contractual phase is concluded, and a legally enforceable contract is formed.[195]

Accordingly, if acceptance is not communicated to the offeror, it lacks legal efficacy and cannot give rise to a binding contract. This is based on the foundational principle that an offeror cannot be held bound by a contract without knowing its acceptance. However, a well-established exception exists in the form of the postal rule, derived from the seminal English case *Adams v. Lindsell*.[196] According to this rule, acceptance becomes legally effective at the moment it is properly posted, not upon its receipt by the offeror. Thus, even if acceptance is delayed, lost, or damaged in transit, the contract is deemed to be concluded once the letter is mailed. This principle prioritises certainty in contractual dealings, particularly in circumstances where immediate communication is impracticable. While the postal rule is firmly embedded in common law systems, civil law jurisdictions tend to adhere more strictly to the receipt theory, whereby acceptance only becomes effective once it reaches the offeror, ensuring mutual knowledge and alignment of intent.[197]

Notwithstanding general principles of communication, where the parties have explicitly agreed upon a specific method for accepting an offer, the legal effectiveness

[194]Fawaz Saleh, "The Pillars of Contract," The Specialised Legal Encyclopedia, 2023, https://arab-ency.com.sy/law/details/25914/5, accessed on 8 September 2024.
[195] Marwa Abu Al-Ela, "The Concept of Acceptance in Contracting as Defined by Law," Mohamah Net 24 May 2023. https://www.mohamah.net/law/%d9%85%d9%81%d9%87%d9%88%d9%85-%d8%a7%d9%84%d9%82%d8%a8%d9%88%d9%84-%d9%81%d9%8a-%d8%a7%d9%84%d8%aa%d8%b9%d8%a7%d9%82%d8%af-%d9%83%d9%85%d8%a7-%d8%ad%d8%af%d8%af%d9%87-%d8%a7%d9%84%d9%82%d8%a7%d9%86/, accessed on 3 May 2025.
[196] [1818] 1 B and ALD 681.
[197] Abdel Razzaq Ahmed Al-Sanhouri, *Lease Contract Explanation of Civil Law in Contracts*, 2nd edition, (Egypt: House of Arab Heritage Revival, 2005), 72.

of an acceptance will only attach if it adheres to the prescribed mode.[198] In such cases, deviation from the stipulated method may render the acceptance invalid or inoperative. Furthermore, where acceptance is conveyed through instantaneous forms of communication, such as email or electronic messaging, the acceptance is generally considered effective at the time and place it is received by the offeror, in accordance with established principles governing instantaneous communications.[199] It is equally well-established that silence cannot constitute acceptance. The offeror cannot impose contractual obligations upon the offeree by interpreting their lack of response as assent, unless there exists a prior course of dealing or a legal duty to respond, which may exceptionally justify such inference.[200] It is a fundamental principle of contract law that an acceptance that introduces modifications or deviations from the original terms of an offer does not constitute a valid acceptance.[201] Instead, such a response is classified as a counter-offer, which extinguishes the original offer and necessitates a new round of acceptance or rejection by the original offeror.[202]

A classic example is where one party proposes a contract on its own standard terms, and the purported acceptance by the other party is conditional upon alternative terms. In such circumstances, the original offer is deemed rejected, and it cannot subsequently be revived unless expressly agreed upon by both parties. Notably, a counter-offer must be distinguished from a mere request for further information, which does not amount to a rejection and does not invalidate the original offer.[203]

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[198] Wasan K Al-Khafagy, "Contract Formality in Contract, Al-Muhaqqiq Al-Hilli," *Journal of Legal and Political Sciences* 3, no.1 (2011): 24.
[199] *Entores v. Miles Far East Corp* [1955] 2 QB 327.
[200] Sherine Al-Qaoud, "The Extent to Which the Traditional Rules of Offer and Acceptance Apply to The Electronic Contract," *Palestine University Journal for Research and Studies* 8, no. 1(2018): 12-27.
[201] Stone and Devenney, 48.
[202] Gulam Azoz, "Electronic Acceptance: Expressions and Conditions," *Afak Journal for Sciences* 9, no. 21 (2017): 266-273.
[203] *Hyde v. Wrench* [1840] 3 Beavan 334.

Furthermore, for acceptance to have legal effect, it must be made while the offer remains open and valid. Where a specific period for acceptance is stipulated, either expressly or impliedly, the acceptance must be communicated before the expiration of that period. In the case of offers made during a contract session without a defined timeframe, the offer is understood to remain valid only for the duration of that session, and acceptance must occur before its conclusion. Once the offer period expires, or the session ends, or the offer lapses for any other legally recognised reason, any purported acceptance thereafter will be treated not as acceptance, but rather as a new offer, subject to acceptance or rejection by the original offeror.[204]

2.3.3 Consideration

Consideration is defined as something of value exchanged in connection with a promise, serving as the legal foundation for its enforceability.[205] This typically involves a detriment incurred by the promisee or a benefit conferred upon the promisor.[206] For example, the payment made by a buyer constitutes consideration for the seller's promise to deliver goods. Conversely, the delivery of goods constitutes consideration for the buyer's promise to pay. Accordingly, a gratuitous promise, however sincerely made, does not constitute a contract unless supported by consideration or formalised by deed.[207]

Importantly, consideration must be sufficient, though not necessarily adequate. The courts do not require a strict equivalence between the value of the consideration and the value of the promised performance. The legal system adopts a non-interventionist

[204] Saleh, "The Pillars of Contract".
[205] Al-Sanhouri, 53.
[206] Stone and Devenney, 62.
[207] Ibid., 54.

stance in commercial bargains, refraining from evaluating whether the consideration was proportionate or commercially reasonable, so long as the exchange involves something recognised in law as having value. This reflects the broader principle of party autonomy in contract formation.[208]

Moreover, for consideration to be valid, it must be given in exchange for the promise and must move from the promisor[209] to the promisee.[210] That is, the person seeking to enforce the promise must have provided consideration themselves. Consideration must also be contemporaneous with or after the promise; past consideration is not valid, as it was not given in exchange for the promise and therefore cannot form the basis of a binding contract.[211]

Additionally, consideration is deemed legally sufficient where the promisee undertakes a detriment or obligation at the request of the promisor, even if such detriment confers no tangible benefit upon the promisor. For example, a promise to transfer possession of a residential real property may constitute sufficient consideration, despite the promisor deriving no direct or immediate gain from the act. The focus lies not on the benefit received, but on whether the promisee has incurred a legal or practical burden in reliance on the promisor's request.

Moreover, consideration may be validly conferred even where it does not pass directly to the promisor, provided it is executed in accordance with the promisor's instructions.

[208] Al-Sanhouri, 82.
[209] The party who makes a promise to do (or refrain from doing) something under a contract.
[210] The party to whom the promise is made, and who is entitled to receive the performance or benefit of that promise.
[211] Al-Sanhouri, 8.

This is illustrated in transactions involving third-party performance, where the promisor directs that a benefit be extended to a designated third party. A common commercial example is a credit card transaction, wherein the card issuer undertakes to pay the supplier on behalf of the cardholder.[212] The supplier, in reliance on this assurance, delivers the goods or services to the cardholder. Despite the lack of direct movement of consideration from the supplier to the issuer, the act of supply satisfies the element of consideration, as it is performed in reliance upon the issuer's promise of payment.

2.3.4 Intention to Create Legal Relations

The intention to create legal relations refers to the mutual will of the contracting parties to enter into a contract that carries legally enforceable consequences.[213] In the absence of such an intention, a contract, even supported by consideration, fails to give rise to a binding agreement. Thus, legal enforceability is contingent not only on the presence of consideration but also on a demonstrable intent by both parties to be bound by law.[214]

In the context of commercial transactions, there exists a presumption that the parties intend to create legal relations, given the profit-driven nature of such dealings.[215] However, a party seeking to rebut this presumption bears the burden of proof, and such burden is considered substantial.[216] By contrast, contracts made in social or domestic

212 Samir Abdel Sayed Tanago, *Lease Contract*, 3rd edition, (UAE: Maaref Establishment, 2019), 84.
213 Paul Richards, "*Law of Contract*," (London: *Pearson Publishing*, 2019), 70.
214 Tanago, 85.
215 Yunis Ali, "The Contractual Intent as A Pillar in the Simple Contract in English Law: An Analytical Study Compared to the Contractual Intent in the Iraqi Civil Law," *Journal of Legal Sciences* 32, no.1 (2006): 212-250.
216 *Edwards v. Skyways Ltd* [1964] 1 WLR 349.

contexts, such as those between spouses or between parents and children, are generally presumed not to give rise to legal obligations, due to the inherent informality and non-commercial nature of such arrangements.[217] A leading authority on this principle is the case of *Balfour v. Balfour*. In that case, a husband, while working abroad, promised to pay his wife a monthly allowance of 30 pounds while she remained in England. When the wife sought to enforce the promise, the court ruled that the contract was not legally binding, as it was made within the context of a domestic relationship and without any intention to create legally binding relations.[218]

Additionally, it was observed that the wife had provided no consideration for the promise. It is also important to note that certain contractual expressions, such as "subject to contract" or "letter of comfort," typically negate the intention to be bound.[219] These phrases indicate that the parties do not intend for their contract to be enforceable until a formal agreement is executed. As such, the arrangement remains non-binding until completion of that formal step.[220]

2.4 Essential Characteristics of the Lease Contract

A lease contract constitutes a legally binding agreement that outlines the mutually agreed-upon terms and conditions between the landlord and the tenant.[221] It governs the legal relationship between the parties, detailing their respective rights and

[217] Hisham Ibrahim, "The Principle of Good Faith in Contracts, A Reading of The Concept Towards Consecrating the Meaning," *Journal of International Law and Business* 11, no.3 (2019): 5.
[218] [1919] 2 KB 571.
[219] Khaled Amin Sabry Nawar, "The Effects of The Abolition of a Legal Extension of The Lease in Accordance of The Updated Jordanian Law of Owners and Renters," (Jordan: Middle East University, Master Thesis, 2009), 19.
[220] Mubarak bin Abdullah Al-Muqayali, *Contracts called sale and lease in the Omani Civil Transactions Law*, (Egypt: Dar Al-Kitab Al-Jami'i, 2017), 22.
[221] W.E. Huffman and K. Fukunaga, "Sustainable Land Use: Landlord-Tenant Contracting in The United States of America," *Njas-Wageningen Journal of Life Sciences* 55 no.4 (2008): 380.

obligations.[222] The lease contract is distinguished from other forms of contracts by a set of unique characteristics that reflect its specific nature and purpose.[223] These distinguishing characteristics include the creation of the real property in land, a fixed duration of the lease, the tenant's exclusive possession of the leased real property, the payment of a specified or definite rent, and the obligation to return the leased real property to the landlord upon the expiration of the lease term. The following explains the essential characteristics of the lease contract.

2.4.1 The Creation of a Real Property in Land

An essential characteristic of any lease contract is the existence of specific and identifiable immovable property, being land or any structure permanently affixed to it.[224] Such real property must exist in a defined and specific form and must be legally capable of being leased, transferred, or otherwise dealt with in accordance with the law.[225] The legal definition of land under the common law system merits examination, often encapsulated in the Latin maxim "*cuius est solum, eius est usque ad coelum et ad inferos*," which asserts that land ownership extends not only to the surface but also to the subsoil beneath and the airspace above, as well as to any structures or fixtures permanently attached to the land.[226]

[222]Dabara I. Daniel, Olatoye Ojo and Okorie Augustina, "An Examination of The Tenancy Contract as A Shield in Property Management in Nigeria," *International Journal of Business Administration* 3, No. 4 (2012), 19.
[223] Al-Sanhouri, 43.
[224] Muhammad Jabr Al-Alfi, "The Obligation of the Lessor to Guarantee Exposure in the Civil Transactions Law of the UAE," *Journal of College of Sharia and Islamic Studies* 16, no. 16 (1998): 385.
[225] Anwar Sultan, *Sources of Commitment in Jordanian Civil Law, A Comparative Study,* (Jordan: House of Culture for Publishing and Distribution, 2005), 94.
[226] Al-Muqayali, 31.

However, this traditional doctrine has been subject to significant limitations in contemporary legal systems and warrants reconsideration.[227] For example, mineral rights beneath a real property may be separately granted, allowing a mining company to extract resources without possessing surface rights. Similarly, the rights to airspace are typically regulated by civil aviation authorities, which have exclusive control over the operation of aircraft above privately held land. Thus, the concept of land ownership is no longer absolute in practice.[228]

In common law jurisdictions, land interests are traditionally categorised into two types: freehold and leasehold real properties. Freeholds denote interests of indefinite duration, such as fee simple ownership, where the holder has perpetual rights subject to minimal state interference. Leaseholds, by contrast, are interests of fixed or determinable duration, whether for a single year, multiple years, or another specified term, and are referred to as "terms of years." [229]

The roots of this classification stem from the feudal system of medieval England, where private land ownership in the modern sense was non-existent. Instead, the land was considered the possession of the Crown. The monarch distributed land to lords in return for military service or other forms of allegiance, an arrangement known as the *Knight Service*.[230] These lords did not acquire ownership of the land but rather held a tenure, the rights of which were limited in duration and scope. The interest they had was therefore termed a "real property in land." As legal systems evolved, real

[227]Margaret Wilkie, Peter Luxton and Desmond Kilcoyne, *Landlord and Tenant Law,* (Basingstoke: Palgrave Macmillan, 2013), 35.
[228] Ibid
[229] Ibid, 102.
[230] Carole Rakodi, "Rental Tenure in The Cities of Developing Countries," *Urban Studies* 32, no. 4-5 (1995): 803.

properties came to be defined by their certainty of duration. Freehold real properties, such as life or inheritable real properties, existed for an uncertain or indefinite period. Leasehold real properties, conversely, were defined by their fixed and limited duration and are now central to most lease contracts.[231]

In the Dubai context, the distinction between ownership and leasehold rights remains critically relevant. However, under Dubai law (as per Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008), lease contracts do not constitute a real property interest akin to a common law leasehold estate.[232] Instead, they create personal contractual rights. Furthermore, in the Dubai context**,** the landlords are often constrained by procedural and substantive legal requirements that limit their freedom to terminate the lease contract, even after the lease contract has expired.[233] For instance, failure to serve proper notice renders eviction attempts invalid, regardless of ownership. This raises a central issue for the study: Are Dubai's landlord protection mechanisms sufficient, or do they disproportionately favour tenant stability at the expense of the landlord's control over their leased real property?

2.4.2 Fixed Duration of the Lease Contract

A further defining characteristic of a lease contract is the specification of a fixed and specific duration. The determination of the lease contract period is regarded as a critical and constitutive element of the lease contract.[234] This emphasis on duration arises from the fact that, while other foundational pillars of a lease contract (such as

[231] Al-Sanhouri, 56.
[232] Ahmed Ismail Al Ansari, *Dubai Rental Laws with Rental Claim Forms*, (UAE: Dar Al Hafez Publishing, 2016), 49.
[233] Al-Sanhouri, 90.
[234] Abdel Wahab and Ashraf Ahmed, *Lease Contracts in Light of Jurists' Opinions, Legislation, and Judicial Rulings,* (Egypt: Dar Al-Adala for Publishing and Distribution, 2018), 103.

consent, capacity, and subject matter) mirror those found in general contracts, the element of time holds unique legal significance in lease contracts.[235] Moreover, the duration of a lease contract forms the structural basis upon which all other rights and obligations are built.[236] The legal character of a lease contract as a continuing contractual relationship means that all corollary rights and duties of the landlord and tenant remain enforceable throughout the agreed term.[237]

Accordingly, where the lease contract does not specify a clear and definite duration, it is generally rendered legally defective or even void, as the essential requirement of temporal certainty is absent.[238] In legal terms, a lease contract is understood as the grant of a real property for a fixed period, technically referred to as a "term of years." This term need not span multiple years; it may be as short as one day, or as long as several decades.[239] The key requirement is that the start and end of the lease contract must be ascertainable from the outset.[240]

The importance of this requirement was reinforced in the case of *Lace v. Chantler* [1944] KB 368, wherein a lease contract that was agreed to continue "for the duration of the war" was held void for uncertainty, as the term lacked a fixed end date. Such judicial precedents underscore the necessity of certainty in the duration of the lease contract. Moreover, Modern lease contracts often include re-entry clauses allowing

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[235] Jamal Yaseen, "The Duration of Lease Contract," *Ahl Al-Bait Journal* 5, no. 13 (2012): 192-215.
[236] Ali Al-Obaidi, *Explanation of the Provisions of the Sales and Lease Contracts*. (Jordan: House of Culture and Publication, 2000), 99.
[237] Ibid., 101.
[238] Galal W. Mohamedien, "Legal Aspects of Leasing: A Critical Review of Egyptian Law No. 95," *Arab Law Quarterly* 17, no. 2 (2002): 108-149.
[239] Edward Hector Burn and Geoffrey Chevalier Cheshire, *Cheshire's Modern Law of Real Property,* (London: Butterworths, 2000), 52.
[240] Abdel Nasser Tawfiq, *Explaining the Provisions of Rent in Civil Codification and Legislation for Renting Place,* (Egypt: Al-Azhar Heritage Library, 2010), 102.

landlords to forfeit the lease and repossess the property if tenants breach specific covenants, particularly non-payment of rent.[241] These conditions are enforceable because they are tied to a definite lease period.[242] A periodic lease contract, while not fixed in total duration, also satisfies the legal requirement of certainty because it recurs in defined intervals, weekly, monthly, quarterly, or annually, until terminated by appropriate notice from either party.[243] Thus, periodic lease contracts are recognised as valid forms of leasing, with each period treated as a legally distinct unit of occupancy.

In the context of Dubai, under Law No. (26) of 2007, the requirement for a fixed term in the lease contract is embedded. Article 5 of Law No. (26) of 2007, lease contracts must specify the term. Moreover, a combined reading of Articles 13 and 14 of Law No. (33) of 2008 indicates that any party seeking to amend the terms of the lease contract is required to serve notice of such intent to the other party not less than ninety (90) days before the contract's expiration date. Furthermore, in line with the DLD's Ejari registration requirements, a lease contract without a clear term or one that is not duly registered may be deemed unenforceable before the RDSC against third parties.[244] However, it may still bind the contracting parties.[245]

[241] Ben McFarlane, Nicholas Hopkins, and Sarah Nield, "Leasehold Covenants," in *Land Law: Text, Cases and Materials* (USA: Oxford University Press, 2021), 779.
[242] Mohamedien, "Legal Aspects of Leasing," 130.
[243] *Lace v. Chantler* [1944] KB 368.
[244] Ejari, "Ejari Compliance Rules Every Landlord Should Know," Ejari, 2025, https://ejari.support/ejari-compliance-rules-every-landlord-should-know/#:~:text=Failing%20to%20comply%20with%20Ejari,to%20lack%20of%20official%20documentation, accessed on 2 June 2025.
[245] Ibid.

2.4.3 The Tenant's Exclusive Possession of the Leased Real Property

Another defining characteristic of a lease contract is the grant of exclusive possession of the demised real property from the landlord to the tenant. It is a fundamental requirement that the landlords deliver the leased real property into the exclusive use and possession of the tenant, thereby enabling the tenant to derive the agreed benefit from the real property.[246] To fulfil this obligation, the leased real property must be handed over in a condition that allows for its proper and lawful use as intended under the lease contract. The right to exclusive possession implies that the tenant has the legal authority to exclude the landlord and all third parties from entering or interfering with the real property, subject only to limited rights reserved in the lease contract, such as the landlord's right of inspection or repair.[247]

Accordingly, it is a common and necessary practice for landlords to expressly reserve the right of re-entry or access in the leased real property, for example, to carry out maintenance or inspect the state of repair, thereby preventing an implied waiver of the tenant's exclusive possession.[248] Failure to include such a clause may result in the landlord being legally barred from entering the real property during the lease term, except with the tenant's consent.

The legal significance of exclusive possession is clearly illustrated in case law. In *Clore v. Theatrical Properties Ltd*, it was held that a contractual right to sell

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[246] Thimar Ibrahim, "The Lessor's Obligations in The Lease Contract in The Tenants and Owners Law and The Civil Law," Rights Protectors Law Firm, 2022, https://jordanlawyer.com/2022/04/20/%d8%a7%d9%84%d8%aa%d8%b2%d8%a7%d9%85%d8%a7%d8%aa-%d8%a7%d9%84%d9%85%d8%a4%d8%ac%d8%b1-%d9%81%d9%8a-%d8%b9%d9%82%d8%af%d8%a7%d9%84%d8%a5%d9%8a%d8%ac%d8%a7%d8%b1/#_ftn1, accessed on 19 September 2024.
[247] Fred S Steingold, *Legal Forms for Starting & Running A Small Business*, (Berkeley: Nolo, 2020), 109.
[248] Ibid.

refreshments in a cinema, absent the grant of exclusive possession, did not amount to a lease but constituted a mere license, conferring only a personal right to use the real property.[249] Similarly, in the case of *Street v. Mountford* [1985] AC 809, the House of Lords emphasised that the presence of exclusive possession is the primary factor distinguishing a lease from a license. While a lease confers a proprietary interest in land, enforceable against third parties, a license merely allows permission to use or occupy land without any proprietary claim.

The obligation to deliver the leased real property to the tenant is considered the most fundamental duty of the landlord. It is through the act of delivering possession that the lease contract begins to take effect and that the tenant becomes entitled to the contractual and legal benefits of the leased real property.[250] Without such delivery, the purpose of the lease contract, allowing the tenant to enjoy the real property, is frustrated.[251] This obligation arises at the outset of the lease contract term and constitutes the starting point of performance under the contract.

From a legal standpoint, the landlord's failure to deliver possession may render the lease contract unenforceable or expose the landlord to claims for damages, rescission, or specific performance.[252] Moreover, where the leased real property is not delivered in a condition suitable for use (for instance, in a state of disrepair or unlawfully occupied), the landlord may be found to have breached their primary duty, regardless

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[249] [1936] 3 All ER 483.
[250] Hilal Shawa, *Al Wajeez in explaining the Lease Contract in The Civil Code According to Its Most Recent Amended Texts,* (Algeria: Jusoor for Publishing and Distribution, 2010), 91.
[251] Tarik Makki Al-Eman, "Provisions Validity Lease in the against of the New Owner," *Mouhakiq Al-Hilly for Legal and Political Science* 2, no.1 (2020): 8-32.
[252] Alain Benabent, *Droit Civil, Les Contrats Spéciaux Civils Et Commerciaux,* 7th edition, (France: French publishing house, 2006), 247.

of the tenant's willingness to perform. In the Dubai context**,** the obligation to hand over possession is recognised under Article 15 of Law No. (33) of 2008. However, it is important to indicate the remedies that are available to landlords if a tenant refuses to take possession after the start date of the lease contract.

2.4.4 The Payment of a Specified or Definite Rent

A fundamental characteristic of lease contracts is the establishment of rent, which serves as the consideration exchanged for the tenant's use of the leased real property. Both parties mutually agree upon this rent amount, and it is a requisite for the formation of a binding contract.[253] Rent typically manifests as a monetary payment; however, alternative forms of consideration, such as services rendered by the tenant, may be acceptable if agreed upon by both parties. [254]

In the context of this study, Dubai's rental laws mandate that lease contracts specify the rent amount to ensure enforceability, according to Article 4(1) of Law No. (33) of 2008, a written lease contract must detail the rent and payment method. Failure to define rent can lead to disputes and challenges in enforcing the lease, thereby compromising the landlord's legal protections. The presence of rent distinguishes commercial lease contracts from gratuitous arrangements, such as trusts. In commercial lease contracts, rent signifies the tenant's obligation and the landlord's expectation of compensation for the use of the real property.[255] This commercial aspect

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[253] Deeb Abdel Salam, *Civil Lease Contract* (Algeria: National Office for Educational Works, 2001), 4.
[254]Morten Skak and Gintautas Bloze, "Rent Control and Misallocation," *Urban Studies* 50, no. 10 (2013): 1988-2005.
[255] Hans Skifter Andersen, Lena Magnusson Turner, and Susanne Søholt, "The Special Importance of Housing Policy for Ethnic Minorities: Evidence from A Comparison of Four Nordic Countries," *International Journal of Housing Policy* 13, no. 1 (2013): 20-44.

highlights the transactional nature of lease contracts and underscores the importance of clearly defined terms in protecting the interests of both parties.

In the Dubai context, it is worth noting that Dubai's rental laws recognise the necessity of distinguishing commercial lease contracts from non-commercial contracts.[256] The requirement for a written lease contract specifying rent and other terms ensures that the contract is treated as a commercial transaction, thereby affording landlords the legal remedies available under commercial law. This distinction is crucial for landlords to enforce their rights effectively.

Besides, it is essential to note that while monetary payment is the standard form of rent, FCTA does not prohibit alternative forms of consideration, provided such terms are explicitly outlined in the lease contracts.[257] For example, a tenant may offer services instead of rent; however, these arrangements must be clearly documented to ensure their legal validity. This contractual flexibility enables diverse leasing models, particularly in commercial contexts, while maintaining the enforceability of tenant obligations. This, in turn, avoids disputes and supports landlords in seeking legal remedies in cases of tenant default or ambiguity over the agreed consideration.[258]

2.4.5 The Obligation to Return the Leased Real Property to the Landlord Upon the Expiration of the Term of the Lease Contract

After the lease period, whether through the expiry of the lease term or early termination of the lease contract, the tenant is legally obligated to return the leased real property to

[256] Al Ansari, 51.
[257] FCTA, Articles 748 and 749.
[258] Ashraf Al-Lamsawy, *Model Forms for Rental Law Claims*, (UAE: National Center for Legal Publications, 2009), 83.,

the landlord.[259] The real property must be returned in the same condition in which it was initially delivered to the tenant, subject only to reasonable deterioration resulting from ordinary and lawful use throughout the lease.[260] This duty of restitution extends to the leased real property in its entirety, including any attached accessories, fixtures, or equipment that formed part of the original lease contract. Substitution of the leased real property with an alternative item or the offering of financial compensation instead of return is not permissible unless expressly agreed upon by both parties.[261] In Dubai, the above duty is clearly articulated in Article 21 of Law No. (26) of 2007. It codifies the landlord's residual right to repossession in its original form, aiming to preserve the value and integrity of the leased real property.[262]

A further legal doctrine worth emphasising is the doctrine of merger, which states that when the leasehold and the reversionary interest are vested in the same person, the lease is extinguished. The doctrine, articulated in *Rye v. Rye*, the House of Lords held that a person cannot grant a lease to themselves. As co-owners of a real property, the brothers' purported oral lease was invalid because one cannot covenant with oneself, for instance, paying rent to oneself or enforcing obligations against oneself.[263] The case reaffirms that lease contracts require distinct legal entities for the landlord and tenant to function.

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259 Muhammad Sabah, "The Impact of The Corona Crisis on The Obligations of The Tenant," *Journal of Almaarif University of College* 31, no. 1 (2020): 208.
260 Muhammad Jamaluddin, "Obligations of the Tenant in Islamic Law," *Journal of Legal and Economic Research* 13, no. 84 (2023): 985.
261 Amin Ilyes, "What Is a Lease Contract, What Are the Obligations of The Lessor and The Lessee," Real Estate Magazine,2021. https://www.elakaria.com/2021/06/04/%d8%b9%d9%82%d8%af-%d8%a7%d9%84%d8%a5%d9%8a%d8%ac%d8%a7%d8%b1/, accessed on 26 September 2024.
262 Ja'far Muhammad Jawad al-Fadhli, *A Brief Introduction to the Lease Contract*, (UAE: Zain Legal Publications, 2021), 105.
263 [1962] AC 496.

In the context of this study, it is important to note that the above doctrine was not codified in Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. However, a similar doctrine applies under Article 129(a) of FCTA. It states that a lease contract is invalid if the contracting parties are not distinct legal entities (such as sole proprietors or civil partnerships attempting to lease to themselves).[264]

2.5 Different Types of Lease Contracts

The following examines the various types of lease contracts, namely, lease contract for a fixed term, periodic lease contract, statutory lease contract, perpetually renewable lease contract, lease contract by estoppel, and lease contract at will.

2.5.1 Lease Contract for a Fixed Term

As previously discussed, one of the fundamental features of a valid lease contract is the requirement that it must have a fixed and specific duration. This principle was reaffirmed by the House of Lords in *Prudential Assurance Co Ltd v. London Residuary Body* [1992] 2 AC 386*,* which overruled the earlier Court of Appeal decision in *Ashburn Anstalt v. Arnold*.[265] The court has consistently maintained that a lease contract must be granted for a term that is clearly ascertainable from the outset. Despite the use of the technical term "term of years,"[266] the period of the lease contract may,

[264] This confirms that a contract requires two legally distinct parties, reinforcing the notion that a lease contract cannot subsist where landlord and tenant are the same legal person.
[265] [1988] EWCA CIV 14.
[266] "Term of years absolute" means a term of years (taking effect either in possession or in reversion whether or not at a rent) with or without impeachment for waste, subject or not to another legal estate, and either certain or liable to determination by notice, re-entry, operation of law, or by a provision for cesser on redemption, or in any other event (other than the dropping of a life, or the determination of a determinable life interest); but does not include any term of years determinable with life or lives or with the cesser of a determinable life interest, nor, if created after the commencement of this Act, a term of years which is not expressed to take effect in possession within twenty-one years after the creation thereof where required by this Act to take effect within that period; and in this definition the expression "term of years" includes a term for less than a year, or for a year or years and a fraction of a year or from year to year. See: Section 205(1)(xxvii) of the Law of Property Act 1925.

in practice, be shorter than a year; it may span a few months, weeks, or even a single day. Once the agreed-upon period lapses, the lease contract automatically terminates, unless it is renewed or otherwise extended.

Nevertheless, many lease contracts include re-entry clauses, which allow the landlord to terminate the lease prematurely in the event of non-payment of rent or breach of covenants, thereby introducing lawful mechanisms for early termination. Moreover, under section 3 of the Leasehold Reform Act 1967, a long lease contract, typically defined as one exceeding twenty-one years, may be enfranchised, allowing the tenant to acquire the freehold interest. This is further supported by Section 153(1) of the Law of Property Act 1925, which permits the conversion of specific long lease contracts with low rent into freeholds. Nonetheless, it remains a settled principle that a fixed-term lease naturally expires by effluxion of time, unless it is prematurely terminated under agreed-upon conditions.

Again, under Article 5 of the Law No. (26) of 2007, the lease contracts must clearly state the term. This information is required, as the lease contract is not legally enforceable without it.[267] The failure to determine the term of the lease contract may result in rejection of the contract or difficulty initiating eviction proceedings, all of which significantly impact the landlord's legal and financial interests.[268]

2.5.2 Periodic Lease Contract

A periodic lease contract is defined as a lease contract that automatically renews at the end of each agreed period, such as a year, month, or week, until either party chooses

[267] Mansour, 152.
[268] Ibid.

to terminate the lease by giving proper notice. The term of the lease contract is considered definite for each recurring period, as agreed upon between the parties, though the overall duration remains indeterminate until terminated.[269] Moreover, periodic lease contracts are frequently created by implication, particularly where a "parol lease" (for instance, an oral or informal contract) leads to the tenant taking possession for a term not exceeding three years, at the best obtainable rent, and without the payment of a premium or fine. Under such conditions, the arrangement is deemed to constitute a legal lease contract. As such, a periodic lease contract may be recognised as a legally valid lease.[270]

Furthermore, where rental payments are made in intervals different from the lease period, the courts focus not on the frequency of payment but on the expressly agreed rental term.[271] For instance, in the case of a yearly lease contract with rent paid monthly, the lease contract is still regarded as annual and is governed by the yearly term, not by the monthly instalment schedule. This principle was upheld in *Adler v. Blackman*, where the court emphasised that the lease period is determined by the rental term, not by the frequency of rent payment. [272]

The termination of a periodic lease contract is affected through the service of a valid notice by either party. While the length and form of the notice may be governed by express contract, in the absence of such terms, the notice period for termination of a periodic lease contract corresponds to the rental period, and in the case of yearly

[269] Simon Garner and Alexandra Frith, *A Practical Approach to Landlord and Tenant*, 8th edition, (UK: Oxford University Press, 2017), 384.
[270] Devenney, 82.
[271] Garner and Frith, 385.
[272] [1953] 1 QB 146.

tenancies, at least six months' notice is required.[273] In the context of residential real property, statutory protections, such as those provided under the Protection from Eviction Act 1977 (UK), require that at least twenty-eight calendar days' notice be given to terminate a residential periodic lease.[274] This ensures fairness and prevents abrupt termination, thereby safeguarding the interests of both landlord and tenant.

A defining feature of a periodic lease contract is the mutual right of termination held by both the landlord and the tenant. Importantly, the presence of restrictions or conditions on this right of termination does not render the periodic lease contract invalid, provided such limitations do not amount to a total abrogation of the termination right.[275] This principle was affirmed in the case of *Breams Property Investment Co. Ltd. v. Stroulger*,[276] where the court held that a party's right to terminate a periodic lease contract must remain operative and clearly defined, and that it cannot be contingent upon an uncertain or ambiguous event. The enforceability of the periodic lease contract depends on the existence of a genuine opportunity for termination, even if subject to reasonable conditions.

2.5.3 Statutory Lease Contract

This legal scenario arises when the contracting parties fail to specify the duration of the lease in the contract, or when they are unable to provide sufficient evidence to support the claimed duration. In such instances, the law intervenes to determine the

[273] Robert Megarry, William Wade, Charles Harpum, Stuart Bridge, and Martin J. Dixon, *The Law of Real Property*, (UK: Sweet & Maxwell, 2012), 746.
[274] Section 5(1A).
[275] Al-Zuhaili, 23.
[276] [1948] 2 KB 1.

duration of the lease contract based on objective criteria and customary practices.[277] This has led jurists to raise an essential interpretive question: when the law determines the lease period due to contractual silence, from which date is the lease considered to commence and terminate? In such cases, the lease contract is deemed to commence on the date the tenant begins to utilise or occupy the leased real property, as this marks the start of actual benefit.[278]

Moreover, where the parties have explicitly agreed on a start date for the lease contract, even in the absence of a defined duration, their intention must be respected. In such cases, the lease contract is considered to have commenced on the agreed date, regardless of whether actual use or benefit has begun. This reflects the principle that the expressed will of the parties, when unambiguous, takes precedence over assumptions drawn from conduct.[279] In the context of Dubai, where a lease contract specifies a start date but omits the duration, the landlord may face difficulty registering the lease contract, since the registration requires both start and end dates for regulatory compliance. Even if the tenant takes possession and pays rent, the landlord may still be unable to enforce their rights due to deficiencies in the contract documentation.

2.5.4 Perpetually Renewable Lease Contract

A lease contract that includes a clause granting the tenants an option to renew the lease on identical terms as the original is said to contain a renewal option. Such provisions effectively allow the tenant to extend the lease contract for successive terms, potentially for as long as they wish, provided that the conditions of renewal are met.

[277] Saeed Mubarak, Taha Mullah Hwaish, Sahib Al-Fatlawi, *Briefly on The Contracts Called: Sale – Rent-Contracting,* (Iraq: Legal Library, 2017), 248.
[278] Al-Zuhaili, 25.
[279] Yaseen, 197-198.

However, due to the significant implications for the landlord, particularly the risk of creating a perpetually renewable lease contract, courts have approached such clauses with judicial caution. The prevailing judicial interpretation is that, unless intended by the landlord, a renewal clause should not be construed to permit indefinite renewals.

This principle was illustrated in the case of *Marjorie Burnett Ltd v. Barclay*,[280] the dispute centred upon a seven-year lease containing an option for renewal, with a clause mandating that each renewed lease contract "shall also contain a like covenant for renewal." After exercising one renewal option, the tenant argued that this created a perpetually renewable lease, ultimately resulting in a 2,000-year term. However, the court held that the clause only permitted two additional seven-year terms.

In the context of Dubai, it is important to note that under Dubai Law No. (26) of 2007, lease contracts are typically limited to fixed terms, with any renewal requiring explicit mutual agreement or automatic renewal under the same conditions.[281] While this statutory provision offers a degree of automatic continuity, it does not recognise perpetual renewal and ensures that landlords retain annual opportunities to issue notices of termination or renegotiation.

2.5.5 Lease Contract by Estoppel

The principle of estoppel in property law arises when a person without legal title grants a lease, which becomes valid upon subsequent acquisition of title.[282] This principle, known as "feeding the estoppel," is rooted in common law and precludes grantors from

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[280] [1981] 1 EGLR 41.
[281] Article 6 of Law No. (26) of 2007.
[282] Patrick Routley, "Tenancies and Estoppel-After Bruton v. London & (and) Quadrant Housing Trust," *Modern Law Review*. 63 (2000): 424.

disputing their own grants.[283] Moreover, the principle operates to perfect the lease and render it legally enforceable, despite the initial absence of ownership. A standard illustration of this principle arises where an intended purchaser of real property grants a lease before completing the acquisition and before obtaining legal title. Once the acquisition is finalised and the title is formally vested in the grantor, the previously defective lease becomes valid and enforceable, even against third parties such as mortgagees. This principle was affirmed in the case of *Church of England Building Society v. Piskor*, where the court applied the equitable doctrine of "feeding the estoppel." The court held that when a landlord purports to grant a lease without holding legal title, but subsequently acquires that title, the interest previously granted is validated in equity. The acquisition of legal ownership operates to "feed" the earlier defective grant, rendering the lease enforceable from the time the title is perfected. [284]

2.5.6 Lease Contract at Will

A lease contract at will is a form of informal occupation in which a tenant occupies real property with the landlord's consent, but without a fixed term or a formal lease contract.[285] This type of lease contract is typically non-contractual. It may arise where a tenant remains in possession after the expiration of a formal lease, or where a prospective purchaser is granted temporary possession of a real property before finalising a sale transaction.

Moreover, a lease contract at will is often recognised under common law jurisdictions, and may arise either by implication or by express contract.[286] This was illustrated in

[283] Ibid.
[284] [1954] 94 CLR 208.
[285] Wahab and Ahmed, 291.
[286] Ibid., 292.

Manfield and Sons Ltd. v. Botchin,[287] where the court affirmed that a lease contract at will could be expressly created. In that case, the landlord, anticipating future redevelopment of a commercial real property, granted possession to a tenant on an at-will basis while awaiting planning permission. Although an annual rent was reserved, the court held that the parties' express intention to create a lease contract at will prevailed, and that the reservation of rent did not convert their lease contract into a periodic lease contract. [288] In the Dubai context, it is worth noting that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not formally recognise a lease contract at will as a distinct category.

2.6 The Rights of Landlord and Tenant in the Lease Contract

The following explains the rights of the tenant and the landlord in a lease contract.

2.6.1 The Rights of the Tenant in the Lease Contract

There are three (3) main rights of the tenant in a lease contract. Specifically, the right to receive the exact leased real property as specified in the lease contract, the tenant's right to peaceful enjoyment and protection from interference, and the tenant's right to receive a property fit for the intended use. The following provides a detailed explanation of each of these rights.

2.6.1.1 The Right to Receive the Exact Leased Real Property as Specified in the Lease Contract

The tenant is entitled to receive the specific unit or real property agreed upon in the lease contract, and no substitution may occur without their explicit consent, even if the

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[287] [1970] 2 QB 61.
[288] Ibid.

alternative is of higher quality.[289] This safeguards the tenant's expectations and contractual interests, as the agreed-upon real properties constitute a core element of the lease contract. Furthermore, any such substitution without permission may be deemed a breach of the lease contract. Consent to change the leased real property implies a modification or renewal of the lease contract, which requires mutual consent.[290] This ensures that neither party is disadvantaged by unilateral changes and that modifications align with the parties' original intentions or negotiated adjustments.

Moreover, if the lease contract specifies the size or location of the leased real property, the tenant has the right to receive the real property in that agreed-upon size or location. Should there be any shortfall or deficiency, the tenant may demand rectification or, where the defect materially affects use, seek a rent reduction or termination of the lease contract.[291] This, in turn, upholds the tenant's legitimate expectations and provides mechanisms to address substantial breaches effectively. Conversely, if the actual leased real property that the tenant receives exceeds the contractually agreed size, the tenant is bound solely by the terms of the original lease contract unless an express provision specifies otherwise.[292] This condition prevents landlords from altering the terms and conditions of the lease contract without corresponding agreement, thereby maintaining contractual certainty and fairness.

[289] Salam, "*Civil Lease Contract*," 57.
[290] Farida Muhammadi, *Contract of Lease,* (Algeria: Faculty of Law Ben Aknoun, 2008), 50.
[291] Ibid., 52.
[292] Nabil Saad, *Introduction to so-Called Contracts, Lease,* (Egypt: Ma'afiyat Al-Ma'arif, 2003), 378.

2.6.1.2 The Tenant's Right to Peaceful Enjoyment and Protection from Interference

Tenants have the legally protected right to the peaceful and uninterrupted use of the leased real property for the entire duration of the lease contract. This right ensures that tenants are free to benefit from the leased real property as agreed upon in the lease contract, without facing interference, disruption, or undue hindrance from the landlord or any third party acting on the landlord's behalf.[293] This right applies to both physical and legal forms of interference.

Physically, the landlord must not engage in any actions, such as making alterations or changes to the leased real property, that would affect the tenant's ability to use it as intended. Legally, the landlord must not initiate or permit claims that challenge the tenant's possession or usage rights under the lease contract.[294] If such interference occurs, the tenant is entitled to pursue legal remedies, including contract termination or compensation for any damages suffered.[295]

Importantly, this right is continuous and does not expire during the duration of the lease contract. It remains enforceable until the lease contract is terminated through mutual agreement or a court decision.[296] Any breach of this right by the landlord,

[293] Mohamed Hassan, "Not to Expoure to The Tenant During the Validity of The Lease Contract," Unitedfor Tax and Legal Consultancy, 2022. https://alliedforlegalandtaxadvice.com/%d8%b9%d8%af%d9%85=%d8%a7%d9%84%d8%aa%d8%b9%d8%b1%d8%b6-%d9%84%d9%84%d9%85%d8%b3%d8%aa%d8%a3%d8%ac%d8%b1-%d8%a7%d8%ab%d9%86%d8%a7%d8%a1-%d8%b3%d8%b1%d9%8a%d8%a7%d9%86-%d8%b9%d9%82%d8%af-%d8%a7%d9%84/ . aaccessed on 30 September 2024.

[294] Sayyar Ezzedine, "The Lessor's Obligation To Deliver The Leased Property In Accordance With Law," *Comparative Legal Studies Journal* 5, no. 1 (2015): 247-275.

[295] Saad, *Introduction to so-Called Contracts, Lease,* 379.

[296] Ibid.

whether intentional or negligent, constitutes a violation of the tenant's lawful entitlement to peaceful enjoyment of the leased real property.[297]

2.6.1.3 The Tenant's Right to Receive a Leased Real Property Fit for Intended Use

The tenant is entitled to receive the leased real property in a condition that is fit for the purpose agreed upon in the lease contract.[298] This right is central to the effectiveness of the lease contract. It ensures that, at the time of delivery, the leased real property is functional, habitable, and fit for the tenant's intended use.[299] Moreover, it is worth noting that the above right also extends to essential accessories that are necessary for the full and intended use of the leased real property.[300] Accessories, such as courtyards, storage spaces, or gardens, are considered part of the leased real property if they are customarily included or are essential for the real property's function. The tenant has the right to benefit from these annexes as part of the overall lease contract.[301]

Furthermore, the standard of fitness is determined either by the general nature of the real property, for example, residential or commercial, or by the specific purpose agreed upon by both parties.[302] For instance, in the residential lease contract, the tenant has the right to expect that the leased real property is equipped with properly functioning doors, windows, sanitary facilities, and other essential fixtures necessary for safe and

[297] Mubarak, Hwaish, Al-Fatlawi, 273.
[298] Al-Shawarbi, 118.
[299] Van Der Walt and Maass, S, "The Enforceability of Tenants Rights," *Journal of South African Law* 1, no. 3 (2012): 35-52.
[300] Ezzedine, 253.
[301] Imad Alhamam, "Termination of The Lease Contract Due to The Lessor's Failure to Fulfill His Obligations," *Journal of Al-Isra University College of Social and Human Sciences* 4, no. 8 (2022): 219-258.
[302] Odeh Najiah, "Proof of The Civil Lease Contract in Algerian Law," (Master Thesis, Mustganem University, 2019), 14.

comfortable habitation. The tenant’s right to benefit from the leased real property is further supported by the expectation that essential installations, such as air conditioning units, water tanks, elevators, and staircases, are operational upon commencement of the lease contract.[303]

Additionally, the tenants are not expected to bear responsibility for any repairs or maintenance until they receive the leased real property in a usable state that is fit for the purpose agreed upon in the lease contract. Instead, the tenant’s right is to enter and occupy a real property that does not require repair at the outset.[304] While this right may be modified by mutual consent, such as by accepting the leased real property “as it is” at the time of contracting, such terms must be explicit.

Moreover, conduct may also imply acceptance: if the tenants knowingly take possession of the leased real property in an unfit state and continue to occupy it without protest, this may be interpreted as an implicit waiver of their right.[305] In essence, the tenant’s right to receive leased real property that is fit for its intended use constitutes a core foundation of the lease relationship.[306] It ensures the tenant can derive the full benefit of the leased real property without being subjected to undue hardship or impairment at the outset of occupancy.[307]

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[303] Elmizaine, “Effects of the Lease,” Elmizaine, 2020. https://www.elmizaine.com/2020/07/blog-post_20.html, accessed on 30 September 2024.
[304] Muhammadi, 52.
[305] Ezzedine, 275.
[306] Issam Salim, *The Summary of The Lease Contract,* (Egypt: University Press House, 2000) 229.
[307] Ibid.

2.6.2 The Rights of the Landlord in a Lease Contract

There are three (3) main rights of the landlord in a lease contract. Specifically, the right to receive rent, the right to proper maintenance of the leased real property by the tenants, and the right of access to the leased real property. The following provides a detailed explanation of each of these rights.

2.6.2.1 The Right to Receive Rent

The right to receive rent constitutes one of the most essential entitlements of the landlord under the lease contract, as it represents the agreed consideration for granting the tenant the right to use and enjoy the leased real property.[308] Rent, in this context, refers to the monetary compensation that the landlord is entitled to receive during the term of the lease contract. [309] The amount of rent is typically determined through mutual consent between the landlord and tenant and must be clearly defined in the lease contract. In situations where the rental amount is not specified or cannot be proven, the landlord retains the right to claim a fair rental value based on comparable market rates for similar properties.[310] This ensures that the landlord receives just compensation even in the absence of explicit terms.[311] The landlord also reserves the right to receive rent payments on the agreed-upon dates as outlined in the lease contract.

Where the lease contract provides for periodic payment, such as monthly, quarterly, or annually, the landlord is entitled to receive each instalment at the commencement of

[308] Richard H. Chused, *"*Impoverished Tenants In 20th Century America*,"* in the *Landlord and Tenant Law: Past, Present and Future*, (England: Hart Publishing, 2006), 259.
[309] El-Din, 55.
[310] Ibrahim, "The Lessor's Obligations in The Lease,"
[311] Ibid.

the relevant period. In the absence of a specified due date, rent is deemed payable upon the tenant's receipt of the real property. However, should delivery be delayed due to the tenant's fault, the landlord reserves the right to claim rent from the date the real property was contractually due to be handed over.[312]

Furthermore, under prevailing legal standards, the landlord's right to rent is preserved so long as the rent is ascertainable and not subject to ambiguity. While there is no statutory cap on the rent amount, the landlord is at liberty to negotiate the terms of the lease contract, including the possibility of subsequent increases, provided mutual consent is obtained. If no rent is stipulated, the landlord may petition the court for a determination of the fair rental value, which is typically established through the expert valuation of similarly situated properties.[313]

In essence, the right to receive rent not only reinforces the economic interest of the landlord but also underscores the reciprocal nature of the lease contract, wherein possession and benefit of the real property are exchanged for financial consideration.[314]

2.6.2.2 The Right to Proper Maintenance of the Leased Real Property by the Tenant

The landlord is entitled to expect that the leased real property will be preserved in good condition throughout the duration of the lease contract. This entitlement encompasses not only the general cleanliness and aesthetic upkeep but also the functional integrity

[312] Asaad Diab, *Contracts Called: Sale, Rent, Agency*, (Lebanon: Zain Legal Publications, 2007), 441.
[313] Muhammad Al-Shamaa, "Obligations of The Property Tenant in Jordanian Law," (Master Thesis, Jordan, Middel East University, 2018), 16.
[314] Ibid., 19.

and physical safety of the leased real property.[315] It is grounded in the fundamental principle that the tenant must exercise ordinary diligence and reasonable care in the use and occupation of the leased real property, ensuring that its condition does not deteriorate beyond what is customary through normal use.

Accordingly, the landlord reserves the right to require that the tenant use and manage the leased real property strictly in accordance with the terms and conditions specified within the lease contract. Any misuse, negligent behaviour, or unreasonable deviation from the agreed and intended purpose of the leased real property that results in damage, degradation, or diminishment of its use entitles the landlord to seek appropriate legal remedies, including compensation for damages sustained. In situations where the lease contract does not explicitly define the permissible manner of use, the landlord retains the reasonable expectation that the leased real property is utilised consistent with its design, intended function, and prevailing norms of reasonable and customary usage.[316]

Moreover, the landlord is entitled to be informed promptly of any circumstances or issues that may jeopardise the structural integrity, safety, or overall condition of the leased real property, including any damages or defects that necessitate the landlord's immediate attention or remedial action. A tenant's failure to promptly notify the landlord of such conditions may lead to the exacerbation of damage, for which the tenant could be held fully liable.[317] In such instances, the landlord may pursue judicial recourse to recover losses incurred as a consequence of the tenant's negligence or omission.

[315] Ibid., 20.
[316] Bassam Suleiman, "The Tenant's Responsibility for A Fire in The Rented Property Comparative Analytical Study," *Al-Rafidain Law Journal* 10, no. 38 (2008): 153.
[317] Ibid., 154.

In addition, the landlord has the right to expect that the tenant has undertaken routine maintenance and minor repairs as may be prescribed in the lease contract or as dictated by customary practice. This includes day-to-day upkeep activities that protect the habitability and functionality of the leased real property, thereby ensuring the preservation of its long-term value and usability. [318]

Importantly, the landlord's entitlement to the preservation and maintenance of the leased real properties extends beyond the direct actions of the tenant. It also encompasses all individuals under the tenant's authority or residing within the leased real property, often referred to legally as "followers." This category includes but is not limited to the tenant's spouses, family members, domestic workers, guests, or any other persons given access to the leased real property by the tenant. Should any damages arise from the conduct of these individuals, the landlord has the right to hold the tenant fully accountable.[319]

2.6.2.3 The Right of Access to the Leased Real Property

The landlord retains a legal right to access the leased real property at reasonable times for the purpose of inspection, assessment, and maintenance, particularly where the lease contract assigns repair obligations to the landlord. This right is essential for the landlord to fulfil their statutory and contractual duties relating to the upkeep of the real property.[320] The judicial precedents further reinforce the landlord's right to access the

[318] Zarrouki, "Tenant's Obligations in Renting Real Estate and Movables Letter,", 75.
[319] Thimar Ibrahim, "The Tenant's Obligations In The Lease Contract," Rights Protectors Law Firm, 2022. https://jordan-lawyer.com/2022/04/30/%d8%a7%d9%84%d8%aa%d8%b2%d8%a7%d9%85%d8%a7%d8%aa-%d8%a7%d9%84%d9%85%d8%b3%d8%aa%d8%a3%d8%ac%d8%b1-%d9%81%d9%8a-%d8%b9%d9%82%d8%af-%d8%a7%d9%84%d8%a5%d9%8a%d8%ac%d8%a7%d8%b1/, accessed on 26 September 2023.
[320] Mubarak, Hwaish, Al-Fatlawi, 261.

leased real property for the purpose of repair. In the case of *Mint v. Good*,[321] the court held that landlords under weekly leases possess an implied right of access when the responsibility for repairs lies with them. The court recognised that the performance of repair obligations would be unworkable without such a right. Similarly, in the case of *Saner v. Bilton*,[322] the court held that a covenant to maintain the leased real property necessarily entailed an implied right of entry, enabling the landlord to repair works even in the absence of an express entry clause, so long as the right is exercised reasonably and without undue interference.

Usually, the lease contract should specify the conditions under which a landlord may access the leased real property, including providing the tenant with reasonable notice. From a legal standpoint, Section 11(6) of the UK Landlord and Tenant Act 1985 confers upon the landlord a corresponding right of access, provided that the tenant receives no less than 24 hours' prior written notice and the entry is conducted at a reasonable time during daylight hours. In practice, a notice period of 24 to 48 hours is customary, allowing the tenant adequate time to prepare for the visit.[323]

2.7 Termination of the Lease Contract

Termination of a lease contract refers to the ending of the contractual relationship between the landlord and tenant, which may occur either upon expiry of the fixed term or before its expiry. The following explains the termination of the lease contract after the end of its fixed term and the termination of the lease contract before the end of its fixed term.

[321] [1951] KB 517.
[322] [1878] 7 Ch D 815.
[323] Ibrahim, "The Tenant's Obligations in The Lease Contract,".

2.7.1 The Termination of the Lease Contract After the End of its Fixed Term

A lease contract is designed to terminate automatically upon the expiration of its agreed term, whether through the natural lapse of the fixed contractual period or through the exercise of a contractual right of termination. Given that a lease contract is, by nature, a fixed-term contract, the tenant is legally obligated to return the leased real property to the landlord upon the expiration of the specified duration.

However, in situations where the tenant fails to vacate the real property at the end of the lease contract term, the tenant incurs an obligation to compensate the landlord for the continued occupation beyond the agreed period. Such compensation must be fair and proportionate, reflecting the unauthorised use of the real property following the contract's expiration.[324]

Following the expiry of a fixed-term lease, if the tenant remains in occupation without the landlord's consent, the tenant is regarded as occupying the real property as a tenant at sufferance. However, if the landlord accepts rent payments regularly, this conduct may give rise to an implied periodic lease.[325] For example, if the tenant continues to pay rent monthly and the landlord accepts it without objection, the tenant may be deemed to have become a monthly periodic tenant, subject to the terms and conditions consistent with the previous (original) lease contract.

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[324] Thimar Ibrahim, "The End of Lease Contract," Rights Protectors Law Firm, 2022. https://jordan-lawyer.com/2022/08/31/%d8%a7%d9%86%d9%82%d8%b6%d8%a7%d8%a1-%d8%b9%d9%82%d8%af-%d8%a7%d9%84%d8%a5%d9%8a%d8%ac%d8%a7%d8%b1/ accessed on 3 October 2024.

[325] Ibid., 66.

In the context of a periodic lease contract, both the landlord and the tenant are entitled to terminate the lease contract by issuing a valid notice to vacate. Any contractual clause that seeks to waive, restrict, or invalidate this right is deemed unenforceable and legally void.[326] In situations where the lease contract does not explicitly define the required notice period, established legal practice dictates that the notice must span an entire rental cycle and must conclude at the end of that cycle. For instance, in the case of a monthly lease contract, a minimum of one month's advance notice is required, with termination becoming effective at the end of the relevant calendar month.

2.7.2 The Termination of the Lease Contract Before the End of its Fixed Term (Early Termination)

A lease contract may be terminated before the expiration of its fixed term if any of the general grounds for contract dissolution apply, most notably, the doctrine of impossibility of performance.[327] Like all contracts, a lease contract may also be subject to judicial termination if one party fails to fulfil its essential obligations. According to general principles of contract law, a party's failure to perform his/her contractual duties entitles the other party to seek termination of the contract.[328] For example, suppose the landlord fails to deliver possession of the leased real property or prevents the tenant from using the real property. In that case, the tenant may lawfully request the termination of the lease before its contractual term ends.

Conversely, the landlord may also seek early termination where the tenant fails to pay rent or uses the leased real property in a manner that causes harm or contravenes the

[326] Al-Sanhouri, 155.
[327] Mansour, 72; Peter Smith, *The Law of Landlord and Tenant*, (New York: Oxford University Press, 2007), 49.
[328] Ibid.

agreed purpose. In both scenarios, the aggrieved party may invoke the remedies available under general legal rules to bring the lease contract to an end before the expiration of its duration. [329] Furthermore, a lease contract may also be terminated before the expiration of its agreed term where damage occurs to the leased real property to such an extent that it prevents the tenant from deriving the intended benefit as stipulated in the lease contract. In such cases, the continuation of the lease contract is rendered futile, and termination is legally justified.[330]

Moreover, early termination of the lease contract may occur due to unforeseen and exceptional circumstances that render execution either impossible or excessively onerous. In such instances, the principle of force majeure or hardship applies, allowing the affected party to seek judicial termination of the lease contract, given that the foundational equilibrium of the lease contract has been fundamentally disrupted.[331]

Besides, early termination of the lease contract may occur due to the death of either the landlord or the tenant. However, prevailing jurisprudence maintains that death does not automatically result in the termination of the lease contract, since the lease contract is not considered to be intuitu personae; for example, it is not dependent on the personal attributes of the contracting parties. Consequently, the contractual rights and obligations are transmissible to the heirs, and the lease contract may continue until the expiration of its original term.[332]

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[329] Alhamam, 222.
[330] Yaseen, 207.
[331] Afif Abu Club, "The Theory of Emergency Circumstances and its Relationship to The Excuse for Terminating the Lease," *Journal of Judicial Jurisprudence* 14, no. 29 (2022): 127.
[332] Ayat Al-Wasif, "Legal Extension of The Heirs in The Lease Contract," Mohamah Net, 2023, https://www.mohamah.net/law/%d8%a7%d9%84%d8%a5%d9%85%d8%aa%d8%af%d8%a7%d8%af-%d8%a7%d9%84%d9%82%d8%a7%d9%86%d9%88%d9%86%d9%8a-%d9%84%d9%84%d9%88%d8%b1%d8%ab%d8%a9-%d9%81%d9%8a-%d8%b9%d9%82%d8%af-%d8%a7%d9%84%d8%a5%d9%8a%d8%ac/, accessed on 5 October 2024.

Nonetheless, this continuation is subject to practical limitations. Suppose the heir of the deceased party is unable or unwilling to perform the obligations of the lease contract, due to personal, financial, or circumstantial incompatibility. In that case, the heir may request termination of the lease contract on the basis that continued enforcement would impose an unreasonable burden.

Additionally, the early termination of the lease contract may arise from circumstances that directly affect the tenant's ability to fulfil their contractual obligations. One such circumstance is the tenant's financial incapacity, which may render the payment of rent impossible. In such cases, the tenant may petition for judicial termination of the lease contract, subject to the condition that equitable compensation be paid to the landlord for the unpaid occupancy period, thereby preserving the landlord's financial interest.

Furthermore, the lease contract may also be terminated prematurely in the event of a transfer of ownership of the leased real property to a new landlord. In such cases, the legal effect depends on whether the lease contract contains a stipulated termination date. If the contract clearly defines the lease term, the lease contract remains binding upon the new landlord until the end of that period. However, if the lease contract does not specify the duration. In that case, the new landlord has the discretion to either allow the lease contract to continue until the expiration of the implied term or to terminate the lease contract, subject to applicable notice requirements and applicable rental law.[333]

[333] Iman Alshakri and Mrwan Alklaisi, "The Enforceable of Lease Contract Against the New Owner, Al-Mouhakik Alhilly," *Journal for Legal and Political Science* 12, no. 1, (2020): 9-16.

Besides, the lease contract may also be terminated before its natural expiry under specific conditions. One such condition is the inclusion of a break clause, which permits either party, typically the tenant or landlord, to terminate the lease contract early, provided that the required notice is served correctly and in compliance with the notice period stipulated in the contract.[334]

In the context of this study, it is worth noting that Dubai's judiciary functions within a civil law system that priorities statutory authority over judicial precedent. Unlike common law jurisdictions, where binding precedent guides judicial interpretation, Dubai courts do not adhere to the doctrine of *stare decisis*.[335] Consequently, no country's case law, including that of the UK or the USA, is binding on Dubai courts.[336] The principle that each case is determined on its own merits underpins Dubai's judicial approach, making even the rulings of superior UAE courts non-binding on lower courts.[337] This creates a system characterised by judicial flexibility but also a lack of legal certainty, especially in commercial litigation, where predictability of outcomes is vital. Although foreign judgments may be enforced in Dubai, enforcement is contingent upon bilateral treaties or reciprocity, rather than the legal reasoning contained in the foreign rulings.[338] Thus, enforceability of outcomes does not equate to the binding authority of legal principles.

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[334] Muhammad Hussein Mansour, *Rental Provisions in Dubai*. (UAE: Maaref Foundation, 2020), 65.
[335] The doctrine of stare decisis is a legal principle where courts are obligated to follow precedents established in prior cases, especially by higher courts, when deciding similar cases. This principle promotes consistency and predictability in the application of law. It essentially means to stand by things decided.
[336] Clifford Chance, "Enforcing Contractual Rights in the UAE," Clifford Chance, 2013, https://www.cliffordchance.com/content/dam/cliffordchance/briefings/2013/01/enforcing-contractual-rights-in-the-uae.pdf, accessed on 13 July 2025.
[337] Dentons, "A turning point for enforcement of English Court judgments in the UAE?," Dentons,2022,https://www.dentons.com/en/insights/articles/2022/september/22/a-turning-point-for-enforcement-of-english-court-judgments-in-the-uae, accessed on 13 July 2025.
[338] Clifford.

Recent developments illustrate a limited exception to this general rule. The judicial authority for jurisdictional conflicts in Dubai now has the power to issue decisions that are binding across the Dubai judicial structure, including the DIFC Courts. However, this binding effect is strictly limited to resolving conflicts of jurisdiction, not to adopting foreign case law.[339] The DIFC Courts, which operate under a common law framework, do consider precedent within their internal system. However, foreign case law remains non-binding unless it is explicitly adopted by the court, thereby reinforcing the distinction between persuasive and authoritative sources.[340]

2.8 The Position of *Shariah* Law on Lease Contract

According to *Shariah* law, *Ijarah* is defined as "Possessing of a usufruct for a consideration."[341] The *Ḥanafī* school defines *Ijarah* as a contractual agreement for the utilisation of usufruct in exchange for a counter-value or price.[342] In contrast, the *Mālikī* and *Ḥanbalī* schools describe it as the transfer of the right to use the usufruct of a permissible object for an agreed counter-value.[343] The *Shāfiʿī* school conceptualises *Ijarah* as a contract involving the use of a permissible, specified, and determinable usufruct, capable of being consumed or utilised, in return for a known counter-value or price.[344]

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[339] Chambers and Partners, "Litigating in the Dubai International Financial Centre: Key Legal Developments and What They Mean," Chambers and Partners, 2025, https://chambers.com/articles/litigating-in-the-dubai-international-financial-centre-key-legal-developments-and-what-they-mean, accessed on 13 July 2025.
[340] Clifford.
[341] Mohammad Ibn Ahmad al-Sarakhsi, *Al-Mabsut*, (Beirut: Dar al-Nawadir, 2013), 75; Mohammad Ibn Idris Shafi'i, *Kitab al-ʹUmm*, (Beirut: Dar Ihya al-Turath al-Araba, 2000), 250.
[342] Al-Sheikh Nizam, *Al-Fatawa al-Hindiyyah*, (Beirut: Dar al-Kutub al-'llmiyyah, 2000), 459.
[343] Mohammad Ibn Ahmad Ibn Arafa al-Dasuqi, *Hashiyyah al-Dasuqi ala al-Sharh al-Kabir*, (Beirut: Dar alKutub al-'Ilmiyyah, 1996), 334.
[344] Muhammad Ibn Muhammad al-Khatib al-Shiribini, *Mughni al-Muhtaj ila Maʻrifat Maʻani Alfaz al-Minhaj*, (Beirut: Dar al-kutub al-llmiyyah, 2000), 438.

Meanwhile, the Shariah Standards of the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) define *Ijarah* as "the leasing of property pursuant to a contract under which a specified permissible benefit in the form of a usufruct is obtained for a specified period in return for a specified permissible consideration".[345]

Moreover, the permissibility of the *Ijarah* contract is firmly established in the *Quran* (28:26, 65:06, and 18:77), the *Sunnah* (such as *Ibn Mājah*, *ḥadīth* no. 2443; *Mishkāt al-Maṣābīḥ*, no. 2982).[346] A critical reading of these texts reveals not only legal legitimacy but also a normative vision centred on transparency, fairness, and the protection of both contracting parties.[347] This, in turn, provides a robust framework that informs both traditional legal doctrine and modern Islamic financial instruments.[348]

Besides, the recognition of *Ijarah* as a legitimate transaction is widely upheld through consensus (*ijmāʿ*) of the legal community, analogical reasoning (qiyās), and various schools of Islamic jurisprudence.[349] From the era of the Prophet's Companions (peace be upon him) until the present day, scholars have reached consensus on its validity and permissibility as a valid contractual framework within Islamic finance.[350] This is

345 Syed Alwi Moaamed Sultan, *A Mini Guide to Shari'ah Audit for Islamic Institutions*, (Kuala Lumpur: CERT Publications, 2007),144.
346 Muhammad Mostofa Hossain, Luqman Haji Abdullah, and Muhammad Ikhlas Rosele, "An Appraisal of Hire Purchase under Shirkah al-Milk (HPSM) in Islamic Banking and Finance: A Conceptual Study," *Journal of Dr. Serajul Haque Islamic Research Centre* 28 (2024): 301.
347 Zaid Muhammad Abd al-Aziz Hasan, *Leasing: Between Islamic Jurisprudence and Contemporary Application in Islamic Banking and Financial Institutions*, (Egypt: The International Institute of Islamic Thought, 1996), 53.
348 Al-Sheikh, 46.
349 Hossain, Abdullah, and Rosele, 301; Abdul Rahman Mohammed Awad Al-Jaziri, *The Book of Jurisprudence on the Four Schools of Thought*, (Beirut: Dar Alkutub Aleilmia, 2003), 49.
350 Hossain, Abdullah, and Rosele, 301-302.

because *Ijarah* offers a practical mechanism for individuals to benefit from and utilise assets without requiring ownership.[351] Given that not all individuals possess the means or capacity to acquire tangible assets outright, ijarah facilitates access to their usufruct in an equitable and *Shariah*-compliant manner.[352]

Moreover, it is worth noting that a valid *Ijarah* contract, according to *Shariah* law, is contingent upon four core components: qualified parties, mutual consent, a clearly defined usufruct, and a fixed rental period. The requirement that both the landlord (*mu'ajjir*) and tenant (*musta'jir*) must be legally competent (such as sound mind and maturity) is foundational.[353] The contractual process must involve a clear offer (*ijab*) and acceptance (*qabul*), which may be verbal or written.[354]

In addition, *Shariah* law imposes unique legal and ethical constraints. For instance, in *Ijarah,* the landlord must bear the ownership risk; any loss or damage to the leased real property not caused by the tenant's negligence is the landlord's burden.[355] Besides, it is worth noting that *Ijarah* contracts can be terminated on grounds such as failure to deliver the usufruct or breach of the agreed-upon terms.[356]

[351] AAOIFI: *Shari'ah Standard No. (9) Ijarah and Ijarah Muntahiyyah bi al –Tamlik*, 153.
[352] Hossain, Abdullah, and Rosele, 302.
[353] Adeyemo Wale Lateef, et al., "Maqasid Al-Shari'ah In Ijarah (Leasing) Contract Of Islamic Banking System," *Journal of Islamic Finance* 6, no. 2 (2017): 38-44.
[354] Al-Sheikh, 48.
[355] Funding Souq, "How ijarah differs from conventional leasing?," Funding Souq, 2024, https://fundingsouq.com/ae/en/blog/how-ijarah-differs-from-conventional-leasing, accessed on 13 July 2025.
[356] Muhammad Ali Samiran, *Extension of the Lease Contract in Islamic Jurisprudence*, (Egypt: Dar Al-Fikr Al-Arabi, 2010), 202.

Based on the previous, it can be argued that while the *Ijarah* contract stands as a viable and ethical alternative to conventional lease contracts, its effectiveness depends on consistent *Shariah* compliance in structure, intent, and implementation.

2.9 Theoretical Framework on the Concept of Lease under the Term of Usufruct

To establish a clear legal foundation for the concept of lease in Dubai, UAE, it is imperative to understand the notion of lease as a form of *usufruct* (the right to use), a concept rooted in Roman law and widely adopted in civil law systems.[357] Usufruct is defined as the legal right to use and derive benefit from a real property owned by another, on the condition that the real property's substance is not altered or consumed. Within UAE civil law, this concept is codified in the FCTA, particularly under the chapter titled "*Usufruct Contracts*," which governs lease relationships.

According to Article 742 of the FCTA, a lease is defined as "Contracts on *Usufruct* (the right to use)." According to Article 742 of the FCTA, "a lease is granting ownership of the use of a specific thing to the lessee for a certain time in return for a fixed rent".[358] This definition highlights the alignment of lease contracts with the principle of *usufruct*, where the tenant enjoys use rights (*utilitas*) without owning the real property (*dominium*). The tenant does not acquire a genuine real property interest; instead, they gain a temporary, contractual right to benefit from the leased real property.[359]

[357] Al-Sanhouri, 161.
[358] FCTA, Article 742.
[359] Al-Sanhouri, 163.

From a jurisprudential perspective, a lease contract in Dubai, UAE, creates a personal right (*ḥaqq shakhsī*) rather than a real right (*ḥaqq ʿaynī*).[360] However, this classification may shift in practice if the lease contract is duly registered under local real property regulations in Dubai, thereby extending its enforceability against third parties.[361]

Moreover, the theoretical foundation of lease-as-*usufruct* (the right to use) in Dubai, UAE, comprises four core elements:

1. Identifiable Leased Real Property: The leased real property must be specifically determined and capable of use without being consumed or destroyed.
2. Duration: The usufruct right must be limited to a fixed, agreed-upon term.
3. Consideration (Rent)**:** A precise monetary or in-kind rent must be stipulated as compensation for the benefit derived.
4. Preservation of the Real Property: The tenant must maintain the leased real property and return it in substantially the same condition, excluding normal wear and tear.[362]

In a nutshell, it is important to note that the theoretical model of *usufruct* is supported in Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. These laws incorporate usufruct-based principles and translate them into enforceable

[360] Hasan, *Leasing: Between Islamic Jurisprudence,* 85.
[361] Abu-Bakr Mubarak Abdullah and Ahmed Suha Al-Fateh Abdullah, "The Concept Of The Contract In Islamic Jurisprudence And Emirati Law," *Police Thought,* 27, no. 107 (2018): 23.
[362] Al-Sanhouri, 164.

provisions, including but not limited to the concerning lease duration,[363] rental increases,[364] eviction rights,[365] tenant obligations,[366] and landlord obligations.[367]

2.10 Conclusion

This chapter discussed the general framework of the lease contract. The development of lease contracts reflects a continuous evolution from ancient agricultural arrangements to modern statutory frameworks. Rooted in Roman law and shaped by feudal, capitalist, and industrial transformations, lease contracts have emerged as unique legal instruments combining contractual and proprietary elements.

Furthermore, the essentials of contract, such as offer, acceptance, consideration, and the intention to create legal relations, form the foundational elements necessary for the validity and enforceability of a contract. Each element operates not in isolation but as part of an integrated legal framework that balances the autonomy of the parties with the need for certainty and fairness. The doctrines of offer and acceptance ensure clarity in mutual assent, consideration establishes the legal value underpinning obligations, and the intention to create legal relations determines enforceability.

Moreover, the essential characteristics of a lease contract, such as the creation of a real property in land, a fixed duration of the lease contract, the tenant's exclusive possession of the leased real property, the payment of a specified or definite rent, and the obligation to return the leased real property to the landlord upon the expiration of

[363] Law No. (33) of 2008, Article 4.
[364] Ibid., Article 9 and the Law No. (26) of 2007, Article 10.
[365] Law No. (33) of 2008, Articles 25 (1) and (2).
[366] Law No. (26) of 2007, Articles 19, 20, 21, 22, 23, and 24.
[367] Law No. (33) of 2008, Article 15 and Law No. (26) of 2007, Articles 16, 17, and 18.

the term of the lease contract, are together distinguishing the lease contract from other contractual forms. These essential characteristics of a lease contract not only establish the contractual framework but also shape the proprietary and relational dimensions of the landlord–tenant relationship.

The analysis of the different types of lease contracts, such as fixed-term, periodic, statutory, perpetually renewable, by estoppel, and at will, demonstrates the diversity of legal mechanisms through which landlord–tenant relationships may be structured. Each type of lease contract embodies unique characteristics that determine the scope of rights, obligations, and remedies available to the parties. While fixed-term lease contracts and periodic lease contracts offer clear temporal structures that enhance contractual certainty, statutory lease contracts intervene to fill contractual gaps. This reflects the role of the law in ensuring fairness and continuity where the lease contracts lack precision.

Moreover, the lease contracts by estoppel and at will underscore the adaptability of lease contracts, allowing equity and practicality to validate occupation in circumstances where formal legal requirements may not initially be met. In the context of Dubai, however, the application of these lease contracts is shaped by a statutory and registration-based framework under Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, which limits the recognition of certain common law concepts such as perpetually renewable leases and leases at will. Instead, Dubai's rental laws, especially Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008 prioritised contractual clarity, fixed terms, and registration as prerequisites for enforceability.

Additionally, the rights of both landlords and tenants under a lease contract reflect the reciprocal nature of the contractual relationship, balancing the landlord’s economic interest in the real property with the tenant’s entitlement to peaceful and beneficial occupation. For tenants, the rights to receive the leased real property, to enjoy peaceful possession free from interference, and to occupy a property fit for its intended purpose constitute essential safeguards that ensure security, stability, and fairness throughout the duration of the lease contract.

For landlords, the rights to receive rent, to expect proper maintenance of the property, and to access the premises for inspection and repair are aimed at protecting their financial investment and preserving the long-term integrity of the leased real property. In the Dubai context, these rights are expressly codified under Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, ensuring a statutory framework that governs landlord–tenant relations with clarity and enforceability.

However, the effective application of these rights depends on precise contractual drafting and adherence to statutory procedures. Failure to specify terms or comply with legal requirements may weaken the enforceability of these rights and give rise to disputes.

Besides, the termination of a lease contract represents a critical juncture in the landlord–tenant relationship, signifying the conclusion of their reciprocal rights and obligations. Termination may occur upon the expiry of the fixed term, where the tenant is obligated to return the leased real property, or prematurely through early termination mechanisms. While termination after the expiry of a fixed term ensures legal clarity and predictability, complications may arise where tenants remain in possession without the consent of the landlords, thereby creating implied periodic leases or disputes over compensation. By contrast, early termination introduces greater complexity, as it may stem from breaches of essential obligations, impossibility of performance, force majeure, financial incapacity, or changes in ownership.

Although these grounds are recognised in both common law and civil law systems, the application in Dubai reflects the jurisdiction's civil law orientation, where statutory authority prevails over precedent and where judicial discretion plays a significant role in determining outcomes.

In the context of Islamic jurisprudence, *Shariah* law on lease contracts (*Ijarah*) highlights both legal and ethical dimensions, drawing authority from the *Quran* and *Sunnah*. Under *Shariah* law, *Ijarah* is structured around four pillars, such as competent parties, mutual consent, defined usufruct, and a fixed rental period, while uniquely requiring landlords to retain ownership risk unless loss results from tenant negligence. Furthermore, the effectiveness of *Ijarah* depends on strict *Shariah* compliance, clear drafting, and adherence to principles of fairness and accountability.

Besides, the theoretical framework of lease in Dubai, UAE, is firmly anchored in the doctrine of *usufruct*, which establishes the tenant's right to use and benefit from the leased real property without conferring ownership. This approach, which is codified in the FCTA and reinforced by Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, balances contractual and statutory safeguards by recognising lease contracts as personal rights that may, upon registration, acquire enforceability against third parties. The core elements of usufruct, such as identifiable leased real property, fixed duration, agreed consideration, and preservation of the leased real property, form the foundation of Dubai's rental laws, ensuring that landlord-tenant relationships operate within a structured and legal framework.

CHAPTER THREE

THE LAWS REGULATING THE RENT PROCEDURES IN DUBAI, UAE

3.1 Introduction

This chapter discusses the laws that regulate rent procedures in Dubai, UAE. It begins by exploring the rules governing lease contracts in Dubai, UAE and the core rights of both landlords and tenants, as stipulated in Dubai's rental laws. The chapter further examines the specific obligations imposed on landlords and tenants under Dubai's rental law, highlighting the duties related to real property delivery, maintenance, and payment of rent.

Following this, it provides a detailed analysis of the eviction situations from the leased real property, according to Law No. (33) of 2008, which outlines the lawful grounds for eviction both before and after the expiration of lease contracts. The chapter explains the stages and scope of a lease contract in Dubai, UAE.

Then it shifts to procedural aspects, presenting the available mechanisms for resolving rental disputes in Dubai, including the MCD, RDSC, arbitration procedures, the centre for amicable settlement of disputes (hereinafter referred to as "CASD"), the special tribunal for unfinished and cancelled real property projects in Dubai and DLD.

This chapter finds that while Dubai's rental laws provide a structured framework to protect landlords' rights, several procedural inefficiencies and interpretative ambiguities remain, particularly in the enforcement of eviction rights and dispute resolution mechanisms.

These findings underscore the need for greater clarity and uniform application of legal procedures to ensure enhanced legal certainty and protect landlords' interests in Dubai's evolving real property landscape. This chapter answers research question one (1) and achieves research objective one (1).

3.2 The Rules Governing Lease Contracts in Dubai, UAE

Modern lease governance is anchored in robust statutory and regulatory systems.[368] For instance, in Dubai, the development of the rules governing lease contracts must be understood in the broader context of the emirate's economic and demographic transformation.[369]

Historically, lease contracts in Dubai were largely informal, governed by customary practices or fundamental principles of *Shariah* contract law (Muʿāmalāt), which emphasised mutual consent, fairness, and good faith.[370] As Dubai emerged as a strategic trading post and financial centre in the Gulf region during the mid-20th century, population growth and foreign investment rapidly increased the demand for

[368] Marcia Stewart, Janet Portman, and Ralph E. Warner, *Leases & Rental Agreements*, 8th edition, (US: Nolo, 2005), 43.
[369] Ali Al Balushi Ahmed Abdullah, "*Reasons For Evacuating the Leased Property That Is Not Related to The Lease Contract in The UAE Civil Transactions Law and The Laws of Renting Local Places*," (Emirates of Abu Dhabi and Dubai publisher, 2012), 50.
[370] Abdul Aziz Mustafa Al Khalid, *History of Legislation in the United Arab Emirates*, (UAE: National Library and Archives, 2018), 61.

residential and commercial real properties.[371] This shift necessitated the formalisation of the landlord-tenant relationship, particularly to regulate disputes, protect landlords' rights to real property, and establish market stability.[372]

Before 2000, the earliest foundation for lease and rental relationships in Dubai was established under the FCTA. This federal legislation provided the basic framework for real property rights and contractual relationships throughout the UAE, including principles of ownership, acquisition, transfer, and the rights and obligations associated with property.[373] FCTA established fundamental principles that governed landlord-tenant relationships across all emirates.

Besides, Decree No. (2) of 1993 created the first specialised judicial mechanism for handling rental disputes by establishing a special tribunal for the settlement of disputes between landlords and tenants.[374] This decree represented a significant milestone as it created an exclusive jurisdiction where all disputes arising from lease contracts would be heard by a specialised committee rather than regular courts.[375] The formation of this committee marked the UAE's early recognition of the need for specialised dispute resolution mechanisms in real property matters.

In 2002, a revolutionary change was brought by Decree No. (3) of 2002, which introduced the groundbreaking concept of allowing foreign nationals to own freehold

[371] Ibid., 62.
[372] Steve, 55.
[373] Zee Real Estate, "Dubai Real Estate: Complete Guide For Buyers, Tenants, and Agents," Zee Real Estate, 2025, https://zeerealestate.ae/blog/dubai-real-estate-laws, accessed on 13 July 2025.
[374] STA, "Overview: Lease Regulations in the United Arab Emirates," STA, 2019 https://www.stalawfirm.com/en/blogs/view/tenancy-law-in-the-uae.html, accessed on 13 July 2025.
[375] Ibid.

properties in Dubai.[376] This decree fundamentally transformed Dubai's real property landscape from a market restricted to UAE and GCC nationals to one that welcomed international investment.[377] The change was part of Dubai's broader economic diversification strategy under the leadership of His Highness Sheikh Mohammed bin Rashid Al Maktoum.[378] Before Decree No. (3) of 2002, real property ownership was strictly reserved for UAE nationals and GCC citizens, with expatriates limited to leasehold arrangements.[379] Therefore, it is argued that Decree No. (3) of 2002 opened specific designated areas to foreign freehold ownership, catalysing significant growth in the real property sector.[380]

In 2006, Law No. (7) of 2006 established a comprehensive legal framework for the ownership, registration, and verification of real property rights within Dubai.[381] Further, Law No. (7) of 2006 introduced mandatory requirements for registering all real property transactions, including sales, mortgages, leases, and transfers, with the DLD, thereby ensuring the authenticity and enforceability of ownership rights. It created a registry system aimed at reducing disputes, fraud, and ambiguities related to property ownership. By formalising registration, Law No. (7) of 2006 enhanced legal certainty and transparency in Dubai's rapidly growing real property market.

[376] STA, "Dubai Real Estate Law: A Guide to Property Rights and Regulations," STA, 2025 https://www.stalawfirm.com/en/blogs/view/real-estate-law-in-dubai-understanding-property-rights-and-regulations.html, accessed on 13 July 2025.
[377] Rubert Partners, "Introduction: The Evolution of Freehold Ownership in Dubai," Rubert Partners, 2025, https://www.rubertpartners.com/freehold-ownership-in-dubai/, accessed on 13 July 2025.
[378] The Agent Dubai, "A brief history of the Dubai property market (part 2)," The Agent Dubai, 2025, https://theagentdubai.com/2025/07/18/a-brief-history-of-the-dubai-property-market-part-2, accessed on 13 July 2025.
[379] Generis Online, "Understanding the Impact of UAE Property Law on Foreign Investment in Real Estate," Generis Online, 2025, https://generisonline.com/understanding-the-impact-of-uae-property-law-on-foreign-investment-in-real-estate/, accessed on 13 July 2025.
[380] Rubert Partners, "Introduction: The Evolution of Freehold Ownership in Dubai,".
[381] David Bowman, "United Arab Emirates: 25 Years of Change: Legal Developments in the UAE Since 1991," Tamimi, 2024, https://www.tamimi.com/law-update-articles/united-arab-emirates-25-years-of-change-legal-developments-in-the-uae-since-1991, accessed on 13 July 2025.

Following this, Law No. (26) of 2007, which came into force on 29th February 2008, represented the most comprehensive and detailed legislation governing rental relationships in Dubai.[382] This law explicitly addressed the legal rights and obligations of landlords and tenants, establishing a balanced and regulated framework governing the rental sector. It introduced detailed provisions covering crucial aspects. For instance, it mandated that all lease contracts must be registered with the RERA, providing official recognition and enforceability.[383] The law also introduced provisions detailing the circumstances under which rent can be increased.[384]

Furthermore, Law No. (26) of 2007 established structured processes for eviction,[385] ensuring tenants receive adequate notice and legal recourse, thereby protecting the rights of both parties, such as the landlord and the tenant.

In the following year, Law No. (33) of 2008, which amended Law No. (26) of 2007, introduced significant refinements aimed at addressing legal challenges and ambiguities that had arisen during the initial implementation of Law No. (26) of 2007. Recognising the dynamic nature of Dubai's rental market and the need to enhance legal clarity, these amendments focused on streamlining and refining key provisions to protect better the rights and interests of both landlords and tenants. It is important to

[382] Some of the key provisions of Law No. (26) of 2007 included but not limited to (1) the lease contract requirements: All lease contracts must be in writing and registered with RERA; (2) Rent increase limitations: No rent increases permitted for two years from the original contractual relationship, with RERA having authority to establish criteria for percentage increases; (3) Tenant protection mechanisms: Comprehensive rights regarding peaceful enjoyment, maintenance responsibilities, and protection from arbitrary eviction; (4) Dispute resolution procedures: All rental disputes must be resolved through the established committee system.

[383] Law No. (26) of 2007, Article 4.

[384] Ibid., Articles 9, 10, 11, 12, and 13.

[385] Ibid., Article 25.

note here that the amendments made by Law No. (33) of 2008 touched upon several crucial aspects.[386]

Importantly, Law No. (33) of 2008 introduced procedural protections for landlords, including the right to evict tenants under specific circumstances such as failure to pay rent, misuse of property, or expiry of the contract with the intent to reclaim the property for personal or family use.[387] This reflects a responsive legislative approach to maintain market stability while safeguarding landlords' rights.

In 2013, Dubai issued two pivotal decrees that played a critical role in refining and strengthening the rental framework, underscoring its commitment to regulatory excellence and market stability. The first was Decree No. (26) of 2013, which formally established the RDSC as the principal authority for resolving rental conflicts. This decree created a specialised dispute resolution system designed specifically to address landlord-tenant issues efficiently and fairly, thereby reducing the dependence on traditional courts for these matters. The RDSC was structured with both first instance and appellate divisions, ensuring a hierarchical procedural flow that allows for initial rulings and subsequent appeals.

The second was Decree No. (43) of 2013, which focused exclusively on the regulation of rent increases in Dubai. This decree introduced transparent controls over rental price adjustments, addressing concerns over arbitrary or excessive rent hikes that could destabilise the housing market or harm tenants. It mandated the establishment of a rent index system, which serves as a benchmark to guide permissible rent increases based

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386 Law No. (33) of 2008 amended Articles 2, 3, 4, 9, 13, 14, 15, 25, 26, 29, and 36.
387 Ibid., Article 25.

on objective market conditions.[388] In light of the previous, it is argued that Decree No. (43) of 2013 provides clear guidelines that balance the interests of landlords seeking fair returns on their investments and tenants requiring affordability and predictability.

Regarding the *Ejari*, it is worth noting that Dubai has established itself as a global hub for investment, tourism, and innovation.[389] Among the most significant regulatory mechanisms introduced to bring transparency and legal enforceability to rental transactions is the *Ejari,*[390] which is administered by the DLD.[391] It is a fundamental mechanism in regulating Dubai's rental market[392] by playing a crucial role in documenting and legalising lease contracts, thereby ensuring protection for both landlords and tenants.[393]

Additionally, it is worth noting that the *Ejari* system was developed with the core objective of transforming lease contracts from informal private contracts into government-recognised, legally binding instruments. Its introduction aligns with Dubai's broader legal modernisation goals.[394]

Furthermore, *Ejari* registration can be completed through several channels. For instance, it can be achieved online using the Dubai REST App, which allows users to

[388] Alex Foo, "New rent cap law in Dubai: The Balance Of Power Has Shifted," Tamimi, 2024, https://www.tamimi.com/law-update-articles/new-rent-cap-law-in-dubai-the-balance-of-power-has-shifted, accessed on 13 July 2025.
[389] Balivet and Akinsomi, 41.
[390] It is derived from the Arabic word "My Rent" and is an online registration system.
[391] Dubai Land Department, "Request for registration of a user in EJARI System." Dubai Land Department, 2025, https://dubailand.gov.ae/en/eservices/request-for-registration-of-a-user-in-ejari-system, accessed on 13 July 2025.
[392] Start Any Business, "What is Ejari? A Simple Guide to the Ejari Registration Process," Start Any Business, 2024, https://www.startanybusiness.in/blog/ejari-registration-process, accessed on 8 May 2025.
[393] Samiran, 179.
[394] Ibid., 180.

upload required documents, pay the registration fee, and receive the *Ejari* certificate digitally. Alternatively, registration can be done via the official *Ejari* portal on the DLD website, where users log in, upload documents, pay fees, and download the *Ejari* certificate. Besides, for those preferring in-person service, registration is also available at authorised *Ejari* service centres across Dubai.[395]

Besides, the registration under *Ejari* is mandatory for all residential and commercial leases in Dubai. The absence of such registration deprives parties of legal protection and obstructs access to essential government services.[396] For instance, tenants without a valid *Ejari* certificate are unable to open utility accounts with DEWA, register for telecommunications services, or apply for residence visas.[397] Additionally, an *Ejari* certificate is a prerequisite for filing complaints or disputes before the RDSC,[398] offering tenants and landlords a legal avenue for conflict resolution. Based on the previous, it is argued that *Ejari* is more than a bureaucratic requirement; it is a safeguard for legal clarity and enforceability.

Several key documents are required for *Ejari* registration, including the original signed lease contract, copies of both the tenant's and landlord's passports, the tenant's Emirates ID and residence visa (for non-Gulf Cooperation Council "hereinafter referred to as "non-GCC" nationals), a title deed (proving real property ownership), a recent DEWA bill or security deposit receipt, and commercial licenses for business

[395] Ejari, "Where to Register Ejari?," Ejari, 2024, https://ejari.support/where-register-ejari, accessed on 2 May 2025.
[396] Start Any Business.
[397] Tuqa Magdy, "How to Register Your Tenancy Contract with Ejari in Dubai," Property Finder, 2025, https://www.propertyfinder.ae/blog/ejari-registration-in-dubai, accessed on 13 July 2025; Jake Fletcher, "Ejari Registration in Dubai: Step-by-Step Guide for 2025," Engel Voelkers, 2025, https://www.engelvoelkers.com/ae/en/resources/ejari-registration-dubai, accessed on 13 July 2025.
[398] Start Any Business.

properties. In cases where representatives act on behalf of the parties, a power of attorney must also be submitted.[399]

Additionally, *Ejari* registration fees differ according to the chosen method of registration. For online registration, conducted through the Dubai REST application or the DLD website, the total cost is approximately AED 120. This amount comprises a registration fee of AED 100 in addition to knowledge and innovation fees of AED 10 each. Offline or in-person registration is generally more expensive, averaging between AED 215 and AED 220, inclusive of service charges and value-added tax (VAT).[400]

Moreover, processing times are typically expeditious. Online applications are frequently approved and issued either instantly or within one to two working days. Offline registrations may be completed within minutes onsite; however, depending on the specific centre, processing may extend to a few days.[401]

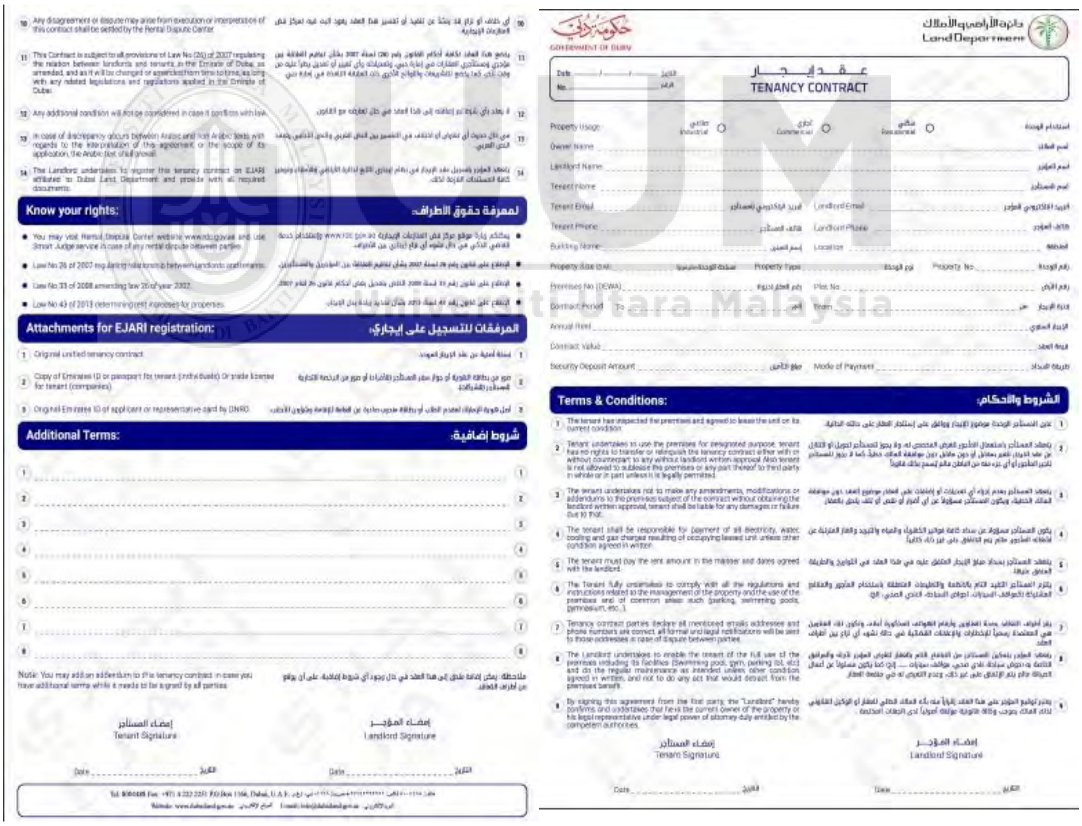
From a legal standpoint, the *Ejari* certificate is a foundational document. It is required not only for accessing utilities and visa services but also for opening bank accounts and obtaining or renewing commercial licenses. Without registration, lease contracts lack enforceability, and parties are unable to seek remedies in case of breaches or

[399]Tilal Al Ghaf, "What Is Ejari? How To Register and Cancel Ejari Online," Tilal Al Ghaf, 2025, https://www.tilalalghaf.com/en/blogs/what-is-ejari?-how-to-register-and-cancel-ejari-online, accessed on 13 July 2025.
[400] Zarah Evans, "All You Need To Know About Online Ejari Registration In Dubai 2025," exclusive links, 2025, https://www.exclusive-links.com/media/uae-property-blog/all-you-need-to-know-about-online-ejari-registration-in-dubai-2024, accessed on 2 May 2025; Better Homes, "How to Register Your Ejari Online in Dubai in 2024," Better Homes, 2024, https://www.bhomes.com/en/blog/betterinformed/how-to-register-with-ejari, accessed on 13 July 2025; Damac Properties, "Everything You Need to Know About Ejari: Your Guide to Dubai's Tenancy Regulation," Damac Properties, 2025, https://www.damacproperties.com/en/blog/everything-you-need-know-about-ejari-your-guide-dubais-tenancy-regulation, accessed on 13 July 2025.
[401] Evans.

disputes. Thus, *Ejari* is more than a bureaucratic requirement; it is a safeguard for legal clarity, enforceability, and dispute prevention.

Finally, it is essential to note that the introduction of *Ejari* has contributed significantly to the predictability and fairness of the rental market in Dubai. However, technical issues and delays during registration have been reported.[402] This can hinder seamless application processing. The figure below shows a sample of the *Ejari* contract and its registration mechanism in Dubai.[403]

Figure 3.2
The Simple of the Ejari Contract and Its Registration Mechanism in Dubai.



10 Any disagreement or dispute may arise from execution or interpretation of this contract shall be settled by the Rental Dispute Center.

11 This Contract is subject to all provisions of Law No (26) of 2007 regulating the relation between landlords and tenants in the Emirate of Dubai as amended, and as it will be changed or amended from time to time, as long with any related legislations and regulations applied in the Emirate of Dubai.

12 Any additional condition will not be considered in case it conflicts with law.

13 In case of discrepancy occurs between Arabic and non Arabic texts with regards to the interpretation of this agreement or the scope of its application, the Arabic text shall prevail.

14 The Landlord undertakes to register this tenancy contract on EJARI affiliated to Dubai Land Department and provide with all required documents.

Know your rights: لمعرفة حقوق الأطراف:

- You may visit Rental Dispute Center website www.rdc.gov.ae and use Smart Judge service in case of any rental dispute between parties.
- Law No 26 of 2007 regulating relationship between landlords and tenants.
- Law No 33 of 2008 amending law 26 of year 2007.
- Law No 43 of 2013 determining rent increases for properties.

Attachments for EJARI registration: المرفقات للتسجيل على إيجاري:

1. Original unified tenancy contract
2. Copy of Emirates ID or passport for tenant (individuals) Or trade license for tenant (companies)
3. Original Emirates ID of applicant or representative card by DNRD

Additional Terms: شروط إضافية:

1 ....
2 ....
3 ....
4 ....
5 ....
6 ....
7 ....
8 ....

GOVERNMENT OF DUBAI
دائرة الأراضي والأملاك
Land Department

Date ..../..../.... التاريخ
No. .... الرقم

عقد إيجار
TENANCY CONTRACT

Property Usage: Industrial صناعي / Commercial تجاري / Residential سكني — استخدام الوحدة
Owner Name .... اسم المالك
Landlord Name .... اسم المؤجر
Tenant Name .... اسم المستأجر
Tenant Email .... / Landlord Email ....
Tenant Phone .... / Landlord Phone ....
Building Name .... / Location ....
Property Size (S.M) .... / Property Type .... / Property No. ....
Premises No (DEWA) .... / Plot No ....
Contract Period From .... To ....
Annual Rent ....
Contract Value ....
Security Deposit Amount .... / Mode of Payment ....

Terms & Conditions: الشروط والأحكام:

1. The tenant has inspected the premises and agreed to lease the unit on its current condition.
2. Tenant undertakes to use the premises for designated purpose, tenant has no rights to transfer or relinquish the tenancy contract either with or without counterpart to any without landlord written approval. Also tenant is not allowed to sublease the premises or any part thereof to third party in whole or in part unless it is legally permitted.
3. The tenant undertakes not to make any amendments, modifications or addendums to the premises subject of the contract without obtaining the landlord written approval ...

Tenant Signature توقيع المستأجر — Landlord Signature توقيع المؤجر

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402 Muhammad, 82.

403 Ali Najida, "Explaining some of the fundamental interpretive jurisprudential rules contained in the Federal Civil Transactions Law of the United Arab Emirates, which is Law No. (5) of 1985," *Security and Law Journal* 1, no.1 (1993): 74.

Despite the above, the rules governing lease contracts in Dubai, UAE, are not free from criticism due to the legal shortcomings and ambiguity in their implementation,[404] as explained in chapter four (4). From a practical perspective, the rules governing lease contracts in Dubai, UAE, are considered. All respondents were asked to provide an answer to the following question: "What do you think regarding the rules governing lease contracts in Dubai, UAE?

Specifically, Respondents (6, 7, 8, 9, 10, and 11)[405] believe that rules governing lease contracts in Dubai, UAE, are clear, simple, and accessible. Many emphasised that the rules are publicly available, simplified, and published on government platforms. Respondents (6), (7), (8), (9), (10), and (11), respectively, stated that,

> *"Yes, understanding is easy and straightforward; those familiar with the law find it easy to understand the procedures."*[406]
>
> *"They are easy to comprehend."*[407]
>
> *"They can be understood, as it is announced in small handy brochures, and advertised on many Dubai government sites, easily and simply."*[408]
>
> *"They are accessible and available to everyone."*[409]

[404] Zahra Ali Alia, "Tenancy Law in Dubai: Between Investor Confidence and Social Welfare," *Gulf Legal Review*, 18, no.2 (2022): 63; Al-Mansoori, Kamel Mohamad, "Landlord-Tenant Law in the UAE: An Analytical Overview," *Middle East Property Law Journal* 13, no.1 (2021): 28.
[405] Respondent (6), Legal practitioner, Office, 28/02/2021; Respondent (7), Chief executive officer, Interview by using e-mail, 12/07/2021; Respondent (8), Legal practitioner, Office, 30/03/2021; Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021; Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021; Respondent (11), Legal practitioner, Office, 23/05/2021.
[406] Respondent (6), Legal practitioner, Office, 28/02/2021.
[407] Respondent (7), Chief executive officer, Interview by using e-mail, 12/07/2021.
[408] Respondent (8), Legal practitioner, Office, 30/03/2021.
[409] Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021.

“Indeed, it is easily accessible and not complex, as its provisions have been made available to the public through publication and simplification within Dubai.”[410]

“There is no doubt that the rules governing lease contracts in Dubai, UAE, are clear and simple.”[411]

Despite the perceived clarity, other respondents (1, 3, 5, and 12)[412] noted that rules governing lease contracts in Dubai, UAE, are complicated, not understandable for those who do not have legal expertise, and contain several legal and procedural shortcomings. For instance, Respondent (1) stated that,

“The rules governing lease contracts in Dubai, UAE, are complicated.”[413]

Besides, Respondent (3) argued that,

“There is no conflict between the rules governing lease contracts in Dubai, UAE, in theory and in practice, due to several legal shortcomings. [414]

Moreover, Respondent (5) stated that,

“The rules governing lease contracts in Dubai, UAE, are not free from criticism, especially in terms of eviction. [415]

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[410] Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021.
[411] Respondent (11), Legal practitioner, Office, 23/05/2021.
[412] Respondent (1), Academic, Interview by using e-mail, 26/01/2021; Respondent (3), Academic, Interview by using e-mail, 01/04/2021; Respondent (5), Judge, office, 04/04/2021; Respondent (12), Chief Executive Officer, Office, 04/06/2021
[413] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[414] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.
[415] Respondent (5), Judge, office, 04/04/2021.

Additionally, Respondent (12) emphasised that legal expertise plays a significant role in correctly understanding and applying the rules governing lease contracts in Dubai, UAE. While these rules may be simple in theory, practical application requires experience to navigate potential pitfalls. This highlights a possible divide between those with legal expertise and general users, while specialists navigate the system. Respondents (12) stated that,

> *"The rules governing lease contracts in Dubai, UAE, are not easy to understand for those who do not have a legal background and expertise.*[416]

Based on the above, it is clear that the perspectives of the above respondents highlight significant challenges in the accessibility, clarity, and application of the rules governing lease contracts in Dubai, UAE. Although these rules may appear coherent in their formulation, their complexity, coupled with legal and procedural shortcomings, particularly in eviction processes, renders them difficult for individuals without legal expertise to comprehend and navigate. This shows a gap between legislative intent and practical usability, underscoring the need for continuous legal refinement and procedural streamlining to ensure that the practical execution of these rules aligns with their intended clarity.

3.3 The Rights and Obligations of the Landlords and Tenants in Dubai, UAE

In Dubai, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, serve to safeguard the rights and obligations of both the landlord and the tenant. In the event of a dispute, these legal instruments provide a structured mechanism for resolution, relying on the contractual terms and statutory provisions as the basis for

[416] Respondent (12), Chief Executive Officer, Office, 04/06/2021.

adjudication.[417] The following outlines the landlord's rights and the tenant's rights in Dubai, UAE, as well as the obligations of landlords and tenants in Dubai, UAE.

3.3.1 The Rights of Landlord in Dubai, UAE

The legal rights conferred upon landlords are essential for the preservation of ownership, the protection of real property investment, and the enforcement of contractual obligations. Among the most prominent rights recognised under the Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 are:

Firstly, the right to receive rent.[418] One of the fundamental entitlements of the landlord is the right to collect rent as agreed in the lease contract. This right is foundational to the lease relationship and is enforceable through the RDSC. In the Case No. 11/123/2019, the landlord successfully obtained an eviction order due to the tenant's failure to pay rent over several months. The court reaffirmed the principle that non-payment constitutes a material breach warranting legal termination of the lease contract.[419]

Secondly, the right to evict under specified conditions. Article 25 of Law No. (33) of 2008 outlines the conditions under which a landlord may legally evict a tenant. These include, but are not limited to, the non-payment of rent, subleasing without permission, using the leased real property for unlawful purposes, or personal use of the leased real

[417] Mada Abd Al-Latif Al-Rahili and Hana Ali Al-Dahwi, "Developing the Real Estate Rental Sector in Line with The Digital Transformation of The Kingdom of Saudi Arabia: A Proposed Study for The Application of Blockchain Technology," *Journal Of Information Studies and Technology* 2, No. 1 (2020): 5.
[418] Law No. (26) of 2007, Article 19.
[419] *Rental Dispute Settlement Center (RDSC):* Case No. 11/123/2019.

property. These grounds provide landlords with legal recourse to regain possession when their rights are violated.

Thirdly, the right to refuse subleasing. Landlords hold the right to deny any subleasing arrangement unless written consent is provided.[420] This was upheld in the Case No. 31/456/2020, where the landlord filed for eviction based on the tenant subletting the real property without the landlord's permission. RDSC ordered the eviction of both the tenant and the sub-tenants, while also maintaining the sub-tenants' right to seek compensation from the tenant.[421]

Fourthly, the right to inspect and maintain the leased real property.[422] While not extensively detailed in Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, landlords generally retain a residual right to inspect the leased real property, provided that reasonable notice is given and the tenant's privacy is respected. This is necessary to ensure the tenant is maintaining the real property as required by law and contract.

Fifthly, the right to compensation for damages. In Dubai, landlords are legally entitled to seek compensation for damages caused by tenants that exceed normal wear and tear, as stipulated in Article 21 of Law No. (26) of 2007. This article allows landlords to obtain a maintenance deposit from tenants at the commencement of the lease contract to cover potential repair costs upon the conclusion of the lease contract. Should the tenant return the real property in a condition that reflects damage beyond ordinary wear

[420] Law No. (26) of 2007, Article 8.
[421] *Rental Dispute Settlement Center (RDSC):* Case No. 31/456/2020.
[422] Law No. (26) of 2007, Article 16.

and tear, the landlord is authorised to deduct the necessary repair expenses from this deposit. This ensures the protection of the landlord's investment and promotes responsible usage of the real property by the tenant.[423]

3.3.2 The Rights of the Tenant in Dubai, UAE

In Dubai, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, seeks to ensure a balanced legal framework that protects the interests of both landlords and tenants. While landlords are recognised as the legal owners of leased real properties, tenants are granted a series of legal rights that safeguard their interests during the term of the lease contract. One of the most significant tenant rights is the right to a written lease contract.

According to Article 4 of Law No. (33) of 2008, a lease contract within Dubai shall not be deemed legally valid unless it is formalised through a written contract. This lease contract must also outline the rent and the mutually agreed-upon terms and conditions governing the relationship between the landlord and the tenant, thereby ensuring the legal enforceability and clarity of obligations for both parties.

Furthermore, tenants have the right to renew or modify the lease contract. Under Article 14 of Law No. (33) of 2008, either party to a lease contract, whether landlord or tenant, intending to amend or renew the terms of the contract, must provide written notice to the other party no less than ninety (90) days before the contract's expiry date, unless otherwise agreed. This aims to ensure procedural fairness and transparency in the renewal or modification of lease contracts.

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[423] Abdullah, "*Reasons For Evacuating the Leased Property*, 78.

Moreover, Article 34 of Law No. (26) of 2007 serves as a critical safeguard within Dubai's rental laws, explicitly prohibiting landlords from resorting to extrajudicial measures such as disconnecting utility services during the validity of a lease contract.[424] Article 34 reinforces the tenant's right to uninterrupted use and enjoyment of the leased real property, ensuring protection against coercive or unfair practices.

Another key right is the tenant's entitlement to occupy a well-maintained and functional real property throughout the duration of the lease contract. Pursuant to Article 16 of Law No. (26) of 2007, and unless otherwise stipulated by the parties, the landlord has to, throughout the term of the lease contract, carry out maintenance of the leased real property and remedy any defects or damage that may affect the tenant's intended use of the property. This right ensures that tenants are not burdened with substantial maintenance costs or structural deficiencies. In the Case No. 22/119/2023, a landlord was held liable for damages caused by negligence, resulting in significant water damage. The RDSC ruled that the landlord is required to maintain the real property's condition to safeguard the tenant's rights.[425]

In addition to the above, tenants also possess an implied right to privacy and freedom from interference. This ensures that the landlords can fulfil their obligations while respecting the tenant's privacy rights. While the previous right is not explicitly stated

[424] The Landlord may not disconnect services from the Real Property or disturb the Tenant in his use of the Real Property in any manner. If this happens, the Tenant may have recourse to the police station under whose jurisdiction the Real Property falls to seek a remedy for the violation or to file a police report regarding the violation. He also may have recourse to the Tribunal by filing a claim for damages for any loss he may have suffered, supported by official reports that support the existence of such violation.

[425] *Rental Dispute Settlement Center (RDSC)*: Case No. 22/119/2023.

in Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, this right is derived from the principle of peaceful enjoyment of the leased real property.

Further, it is important to note that any entry by the landlord without prior notice or outside the agreed-upon terms may be considered a violation of the tenant's rights. In a reported case, a landlord entered the leased real property without prior notice, resulting in legal proceedings. The RDSC emphasised the tenant's right to privacy and concluded that landlords must respect the integrity of the leasehold possession.[426]

3.3.3 The Obligations of Landlords in Dubai, UAE

The obligations imposed on landlords aim to protect tenants' rights. One of the primary obligations of the landlord is codified in Article 15 of Law No. (33) of 2008, which mandates that the landlord must deliver the leased real property to the tenant in a good condition suitable for its intended use. This ensures that the tenant can enjoy the real property as agreed upon in the lease contract.

The previous obligation was practically enforced in Case No. 31/172/2019, where the RDSC held the landlord accountable for failing to complete the necessary renovation to render the real property usable. Furthermore, it is essential to note that the term "good condition" is contextual, meaning it is assessed in light of the intended use, whether residential, commercial, or industrial.

Besides, Article 15 of Law No. (33) of 2008 also accommodates arrangements where the real property is leased before its construction is complete, allowing for early

[426] *Rental Dispute Settlement Center (RDSC)*: Case No. 72/132/2014.

contractual agreements that can be beneficial in large-scale developments or pre-leasing strategies. In such situations, the tenant becomes responsible for completing the construction so that the real property is fit for its intended use, and the lease contract must clearly specify which party bears the associated costs. This ensures contractual certainty and reduces the likelihood of disputes over incomplete works.[427]

Additionally, Article 16 of Law No. (26) of 2007 codifies the default rule that, unless otherwise agreed, the landlord is responsible for maintaining the leased real property during the term of the lease contract and for repairing any defect or damage that may impair the tenant's ability to use the leased real property as intended. This obligation ensures that the leased real property remains habitable, operational, and safe for the duration of the lease contract.

By including the phrase "unless otherwise agreed," the law preserves contractual freedom, allowing parties to negotiate different arrangements, such as transferring certain maintenance obligations to the tenant in return for a rent concession or other benefits. It is also important to note that Article 16 of Law No. (26) of 2007 encourages timely maintenance to prevent deterioration, protects the tenant from operational disruptions, and maintains the real property's long-term value.

Article 17 of Law No. (26) of 2007 protects the tenant's right to full and uninterrupted use of the leased real property by prohibiting the landlord from making changes to the leased real property, its amenities, or annexes that would prevent the tenant from using it as intended. In the Case No. 05/789/2021, the RDSC ruled in favour of the tenant

[427] Ahmad Aldarbas, "Assessing Real Estate Ownership Regulations In GCC Countries: Towards Convergence Or Divergence," Journal of Law and Sustainable Development 12, no. 10 (2024): 371.

after the landlord modified common areas in a manner that obstructed access, thus violating the tenant's rights. Moreover, the landlord also bears responsibility for any defect, damage, deficiency, or normal wear and tear that is not the result of the tenant's fault. Further, it is important to note that the prohibition, outlined in Article 17, extends to changes carried out by the landlord directly or by any person acting under the landlord's authority. This ensures that the obligation cannot be avoided through third-party actions.

Moreover, under Article 17 of Law No. (26) of 2007, the landlord also bears responsibility for any defect, damage, deficiency, or normal wear and tear that is not the result of the tenant's fault. This ensures fair risk allocation, preserving the tenant's operational stability and shielding them from unexpected liabilities.

Additionally, Article 18 of Law No. (26) of 2007 imposes a duty on the landlord to assist tenants in securing official approvals from competent authorities whenever the tenant wishes to undertake decoration works or other activities that require such permissions. This obligation is conditional on the tenant providing the necessary official documentation and, on the works, not affecting the leased real property's structural integrity.

However, it is worth noting that if the tenant already possesses valid permits for the planned work, particularly structural modifications, the landlord is not obligated to provide further assistance. This distinction was clarified in the Case No. 19/987/2019, where the RDSC held that landlords are only responsible for facilitating, not duplicating, official processes. Further, it is argued that Article 18 of Law No. (26) of

2007 enables tenants to customise and adapt the leased real property to suit their functional or aesthetic needs while preserving the safety and value of the leased real property.

Lastly, regarding security deposits, Article 20 of Law No. (26) of 2007 obligates the landlord to return the deposit, or its remaining balance, at the end of the lease contract. Deductions may be made for documented damages or unpaid dues, but the burden of proof rests with the landlord. In the Case No. 32/210/2021, the RDSC ruled in favour of the tenant, finding that the landlord had failed to justify the deductions made from the security deposit.

3.3.4 The Obligation of Tenants in Dubai, UAE

Dubai's rental laws established a series of clearly defined obligations that tenants are required to observe throughout their lease contract. Notably, it is worth noting that Law No. (33) of 2008, while amending several provisions of Law No. (26) of 2007, did not introduce significant changes to the tenant's obligations, reaffirming the enduring nature of the original provisions. These statutory obligations not only protect the landlord's interest but also preserve the integrity and intended use of leased real properties within Dubai.

Article 19 of Law No. (26) of 2007 establishes two core obligations of the tenant: first, the duty to pay rent on the agreed-upon due dates, and second, the obligation to maintain the leased real property with the care of an ordinary person. This standard of care means the tenant must preserve the property's condition through reasonable upkeep and is responsible for any negligence that leads to deterioration. Article 19 of

Law No. (26) of 2007 also clarifies that tenants are responsible for certain restorative works either by prior agreement or by customary practice.

Importantly, Article 19 of Law No. (26) of 2007 prohibits tenants from making changes, restorations, or maintenance works without the landlord's permission and without obtaining the necessary licences from the competent authorities. This dual requirement, the landlord consent and official approval, might ensure that all works are both contractually authorised and legally compliant, protecting the leased real property's structural integrity and preserving the landlord's investment.

Moreover, under Article 20 of Law No. (26) of 2007, the tenants are obligated to give a security deposit at the commencement of the lease contract to guarantee the tenant's performance of their maintenance obligations upon the expiry of the lease contract. This deposit might serve as a form of financial security, allowing the landlord to cover repair costs for any damage beyond ordinary wear and tear.

Additionally, Article 21 of Law No. (26) of 2007 obliges the tenant, at the end of the term of the lease contract, to return the property in the same condition in which it was received, allowing for normal wear and tear or damage arising from causes beyond the tenant's control. This requirement enforces the principle of restitution in a lease contract, ensuring that the landlord receives back his/her leased real property of comparable utility and value.

Besides, Article 21 of Law No. (26) of 2007 also establishes a dispute resolution mechanism: if the parties disagree over the real property's condition at surrender, the matter is referred to the competent tribunal for a binding decision. This procedural safeguard might ensure that any disagreements are resolved objectively, based on evidence and legal standards, rather than on unilateral claims.

Article 22 of Law No. (26) of 2007 provides that, unless otherwise stipulated in the lease contract, the tenant is obligated to pay all government-imposed fees and taxes associated with the use of the leased real property, as well as any fees or taxes applicable to a sublease. This allocation of fiscal responsibility reflects the principle that the party benefiting from the real property's use should bear the operational costs linked to that use. It also ensures that landlords are not burdened with administrative or financial obligations arising from the tenant's activities or sub-leasing contract. In the Case No. 43/1023/2019, a tenant was held liable for outstanding municipal charges, highlighting the importance of clarifying such obligations within the lease contract.

Further, Article 23 of Law No. (26) of 2007 restricts the tenant, upon vacating the leased real property, from removing leasehold improvements they have made unless otherwise agreed in the contract. This article recognises that certain improvements, once integrated into the property, may enhance its value and functionality, and should remain for the landlord's benefit. At the same time, the "unless otherwise agreed" clause preserves contractual freedom, allowing parties to determine whether improvements should be removed or compensated for. In the Case No. 14/432/2020, a tenant attempted to dismantle built-in cabinetry installed during their lease, but the RDSC ruled in favour of the landlord, citing the absence of a removal clause. Based on the previous, it is important to note that Article 23 of Law No. (26) of 2007 encourages tenants to invest in improvements that comply with the lease terms and discourages wasteful removal that could damage the leased real property.

Finally, Article 24 of Law No. (26) of 2007 imposes a strict obligation on the tenant from assigning the use of the leased real property or sub-leasing it to third parties without the landlord's written consent, unless the lease contract expressly provides otherwise. This strict obligation might protect the landlord's control over occupancy, ensuring that the leased real property is not used by parties whose suitability has not been assessed or approved. It might also safeguard the landlord's financial and reputational interests by allowing them to manage who is in possession of the real property. Besides, the requirement for written consent adds a procedural safeguard and provides clear evidence of the landlord's approval or refusal.

3.4 The Eviction Situations from the Leased Real Property According to Law No. (33) of 2008

Law No. (26) of 2007 initially established the foundational regulation of the lease contract in Dubai, while the amendments brought by Law No. (33) of 2008 refined several provisions[428] within Law No. (26) of 2007 to address legal ambiguities and gaps.[429] Thereby, it promotes transparency for both landlords and tenants.

First and foremost, Articles 25(1) and 25(2) of Law No. (33) of 2008 structured eviction into two distinct categories. First is Article 25(1), which outlines the eviction before the expiration of the lease contract under specific conditions, including but not

[428] Again Law No. (33) of 2008 amends Articles 2, 3, 4, 9, 13, 14, 15, 25, 26, 29, and 36 of Law No. (26) of 2007.
[429] Abdullah, *Reasons For Evacuating The Leased Property,* 15.

limited to the non-payment of rent within 30 days of notice, tenant misuse of the real property (including illegal activities and unauthorised alterations), and subletting without the landlord's consent. Second is Article 25(2), which outlines eviction after the expiration of the lease contract if landlords, for instance, intend to demolish or renovate the real property, seek to occupy the real property personally or for immediate family. The following analyses the eviction situations according to the above articles.

Article 25(1) of Law No. (33) of 2008 governs eviction before the expiry of the lease contract. This article enumerates a closed list of situations where such action is permissible. To illustrate further, under Article 25(1)(a) of Law No. (33) of 2008, the landlord of the real property has the legal power to evict the tenant if he/she fails to pay rent, or part of it, within thirty days from receiving a formal notice from the landlord demanding payment, unless the parties have agreed otherwise. This article balances the landlord's right to timely rent payments with the tenant's need for reasonable notice and an opportunity to rectify the breach.

Moreover, Article 25(1)(b) of Law No. (33) of 2008 concerns the unauthorised subletting; if the tenant sublets the real property, or part of it, without the landlord's written consent, eviction applies both to the tenant and the sub-tenant. However, the latter may seek compensation from the tenant. This ensures that the landlord maintains control over occupancy and use of the real property, while also safeguarding the rights of potentially innocent sub-tenants.

Furthermore, Article 25(1)(c) of Law No. (33) of 2008 allows eviction when the property is used for illegal activities or for purposes contrary to public order or morals.

It is worth noting that Article 25(1)(c) of Law No. (33) of 2008 might act as a protective legal measure that allows landlords to promptly evict tenants engaged in illegal or immoral activities, preventing the leased real property from becoming centres for crime or conduct that undermines public morals. This not only safeguards public safety and community well-being but also supports law enforcement efforts by providing a civil remedy that complements criminal procedures. It protects the landlord’s financial interests and reputation by avoiding association with unlawful uses that could damage the value of the real property.

Moreover, it contributes to urban stability and investor confidence by ensuring that real property within Dubai is used in ways that align with the law, planning regulations, and cultural norms, maintaining the city’s image as a safe and orderly place to live and do business.

Besides, Article 25(1)(d) of Law No. (33) of 2008 targets commercial lease contracts where the tenant leaves the leased real property unoccupied without valid justification for either thirty consecutive or ninety non-consecutive days in a year, unless otherwise agreed.[430] This, in turn, ensures that commercial leased real property remains active and productive, preventing it from sitting idle for extended periods. By allowing eviction when a tenant leaves a commercial leased real property unoccupied without a valid reason, it discourages speculative leasing, where tenants hold valuable commercial premises without actually using them. This protects landlords from lost rental income.

[430] It states that unless otherwise agreed by the parties, where the leased real property is used as business premises and the Tenant leaves it unoccupied without a valid reason for a period of thirty (30) consecutive days or ninety (90) non-consecutive days in a year;

Further, Article 25(1)(e) of Law No. (33) of 2008 permits eviction where the tenant makes alterations that endanger the safety of the leased real property, cause irreparable damage, or result from gross negligence or a failure to exercise due care. This protects the physical integrity and long-term value of the leased real property. Similarly, eviction is allowed if the tenant uses the leased real property for purposes other than those stipulated in the lease or in breach of planning, construction, and land use regulations.[431] This is important to ensure that the leased real property is used strictly for its intended and approved purposes. This, in turn, protects the integrity of urban planning and prevents activities that could disrupt neighbourhoods, as well as safeguards the landlord's interests by ensuring that the leased real property is not misused in ways that could cause legal issues, damage, or reputational harm.

Under Article 25(1)(g) of Law No. (33) of 2008, where the leased real property is at risk of collapse, eviction may be pursued if supported by a technical report issued or certified by Dubai Municipality. This requirement ensures that decisions are based on objective, expert assessments rather than subjective claims, preventing misuse of this ground for eviction. It protects tenants and the public from potential harm and enables timely redevelopment or restoration.

Additionally, Article 25(1)(h) of Law No. (33) of 2008 provides a comprehensive safeguard for landlords because it includes a catch-all clause permitting eviction when the tenant fails to fulfil any other legal or contractual obligations within thirty (30) days of receiving notice. By requiring a 30-day notice period to remedy the breach, it ensures fairness and due process for tenants while maintaining the landlord's ability to

[431] Law No. (33) of 2008, Article 25(1)(f).

enforce eviction against the tenant. This flexibility prevents loopholes that could otherwise be exploited, protects the landlord's rights and promotes a culture of contractual accountability. On a broader perspective, it strengthens tenant-landlord relations by encouraging compliance and resolution before eviction, thereby supporting stability in the rental market.

According to Article 25(1)(i) of Law No. (33) of 2008, eviction may be justified if competent government authorities mandate the demolition or reconstruction of the property as part of urban development requirements. This ensures that public infrastructure projects and city planning initiatives can proceed without undue delays caused by the existing lease contract.

At the same time, because the eviction is based on an official mandate, it provides transparency and legitimacy, protecting both the landlord's rights and the tenant's understanding of the necessity for vacating the leased real property. It is worth noting that in all the previous situations of eviction before the expiry of the lease contract, Article 25(1) of Law No. (33) of 2008 mandates that eviction notices must be served via a Notary Public or registered mail.

Regarding Article 25(2) of Law No. (33) of 2008, it governs eviction upon the expiry of the lease contract. It enables the landlord to seek eviction under specific situations. These include the landlord's intention to demolish or reconstruct the leased real property, or to add structures that would render it unusable by the tenant, subject to obtaining the permits from the relevant authorities.[432] In light of the previous, it is

[432] Law No. (33) of 2008, Article 25(2)(a).

important to note that Article 25(2)(a) of Law No. (33) of 2008 strikes a balance between the landlord's right to redevelop or significantly modify the leased real property and the tenant's right to fair treatment and stability at the end of the lease term. Besides, requiring permits from relevant authorities ensures that eviction is legitimate, transparent, and in line with regulatory approvals, preventing arbitrary or pretextual evictions. This, in turn, protects tenants from sudden displacement without a valid cause.

Another situation that grants the landlord the legal authority to pursue eviction is outlined in Article 25(2)(b) of Law No. (33) of 2008. It allows eviction when the leased real property requires substantial restoration or maintenance that cannot be carried out while it is occupied, provided that a certified municipal technical report verifies this necessity. It is essential to note that the requirement for a certified technical report from the Dubai Municipality ensures that the decision is based on objective, expert verification, preventing misuse of this ground as a pretext for eviction. This, in turn, enables landlords to carry out necessary structural repairs or upgrades without obstruction and safeguards tenants from being displaced for unfounded reasons.

Article 25(2)(c) of Law No. (33) of 2008 also recognises personal and family needs as a legitimate basis for eviction upon the expiry of the lease contract; the landlord may reclaim the property for their own use or that of a first-degree relative. To ensure the genuineness of such claims, Article 25(2)(c) obligates the landlords to prove that they do not own any alternative real property that is suitable for this purpose. This requirement helps to prevent frivolous or abusive eviction attempts, thereby reinforcing the principle of fairness in landlord–tenant relations. Moreover, eviction may be sought if the landlord wishes to sell the leased real property,[433] acknowledging the owner's right to dispose of their asset. Finally, it is important to highlight that in all previous situations of eviction upon the expiry of the lease contract, the landlord must serve the tenant with a written notice including the reasons for eviction at least twelve months before the intended eviction date. The written notice must be served through a Notary Public or registered mail. This ensures that tenants have adequate time to make alternative arrangements.

3.5 The Stages and Scope of the Lease Contracts in Dubai, UAE

A lease contract proceeds through a series of defined stages, each governed by specific legal provisions designed to safeguard rights and ensure contractual compliance. In Dubai, these stages are primarily governed by Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, and supplemented by various administrative decisions and regulations.

The formation of a lease contract constitutes the initial stage in the landlord-tenant relationship, wherein both parties, landlord and tenant, mutually consent to enter into a legally binding lease contract. This stage is characterised by mutual consent on essential elements of the lease contract, such as the rental amount, lease duration, and specific terms and conditions. The legal framework governing this stage is primarily established under Article 4 (1) of Law No. (33) of 2008, which mandates the lease contracts to determine the purpose of the lease; the term of the lease contract; the rent and its payment method; and the name of the real property owner if the landlord is not the owner.

[433] Law No. (33) of 2008, Article 25(2)(d).

Similarly, Article 4 of Abu Dhabi Executive Council Decision No. (4) of 2011 argued that only lease contracts registered with the concerned municipality will be legally recognised by the competent authorities. Any transaction that depends on a lease contract, such as utility connections, permits, or dispute filings, will be suspended until the lease contract is duly registered. This ensures transparency, enforceability, and regulatory oversight in rental relationships, preventing informal lease contracts from bypassing official procedures. Additionally, Decree No. (43) of 2013,[434] plays a significant role by regulating permissible rental increases.

Following the formation of the lease contract, the next stage involves registration and regulatory compliance. The lease contract must be registered with RERA. This registration is a mandatory requirement. The legal basis for this requirement is found in Article 4 (2) of Law No. (33) of 2008 mandates the lease contract to be duly registered with the RERA to ensure legal validity, transparency, and enforceability.

The performance stage of the lease contract encompasses the ongoing rights and obligations of both the landlord and the tenant throughout the term of the lease contract. This includes the tenant's obligations to pay rent on time and to maintain the leased real property in good condition, as well as the landlord's obligation to ensure the tenant's peaceful enjoyment of the property and to undertake major maintenance works.[435]

[434] It determines the rent increase for real property in the Emirate of Dubai.
[435] The legal foundation for this stage is provided by Article 15 of Law No. (33) of 2008 and articles 16 to 24 of Law No. (26) of 2007.

After the expiration of the lease term, the landlord and tenant must decide whether to renew or terminate the lease contract. This stage involves adherence to statutory notice periods, clarification of permissible grounds for non-renewal, and procedures for potential rent adjustments. The relevant legal provisions are outlined in Articles 13 and 14 of Law No. (33) of 2008. They establish the procedural framework governing renewal and termination. Additionally, Article 25(1) (pre-expiry) and Article 25(2) (post-expiry) of Law No. (33) of 2008 delineate the legally valid grounds for eviction and mandate the issuance of prior notice within a prescribed timeframe. These provisions aim to ensure transparency, fairness, and legal certainty in concluding or extending lease contracts.

In cases where conflicts arise regarding rental payments, maintenance obligations, eviction claims, or other breaches of the lease contract, the parties may seek legal redress. Decree No. (26) of 2013 sets forth the procedural requirements for filing claims, applicable fee structures, and enforcement mechanisms for judicial decisions rendered by the RDSC. This legal instrument provides a structured and accessible framework for resolving rental disputes and enforcing contractual rights.

Based on the above, it is evident that the legal framework governing lease contracts in Dubai includes a comprehensive regulatory structure that covers the entire lifecycle of the lease, from formation to enforcement. Each stage is subject to statutory and regulatory oversight to balance the interests of landlords and tenants.

3.6 Mechanisms for Settling Rental Disputes in Dubai, UAE

The following explains the mechanisms for settling rental disputes in Dubai, UAE, beginning with the MCD and concluding with DLD.

3.6.1 The Mediation and Conciliation Directorate (MCD)

The first stage in resolving rental disputes in Dubai, UAE, involves an amicable settlement between landlords and tenants. To facilitate this process, the Chairman of the RDSC is mandated to establish the MCD dedicated to resolving lease-related disputes in a cooperative and non-adversarial manner.[436] Furthermore, the Chairman is responsible for formulating the operational rules governing the Directorate's functioning, ensuring that it adheres to structured dispute resolution mechanisms.[437]

The primary objective of the MCD is to promote amicable settlements between landlords and tenants concerning disputes arising from lease contracts within Dubai, UAE. Based on the above, it is clear that the establishment of the MCD in Dubai has several significant impacts on the efficiency, fairness, and accessibility of rental dispute resolution. To illustrate further, by promoting mediation and conciliation, the MCD fosters cooperation between landlords and tenants, reducing hostility and preserving long-term rental relationships.

Regardless of the above, it is worth noting that while the MCD plays a potentially valuable role in Dubai, it is not without limitations. Most notably, the current

436 Sayed Abdel Nabi Muhammad, *Arbitration as a Means of Dispute Resolution in International Trade and Investment*, (Egypt: Arab Press Agency Foundation, 2018), 95.
437 Ali Al-Rashdan, *Mediation for Conflict Resolution: Theory and Practice*, 2nd edtion, (Egypt: Dar Al Nahda Al Arabiya for Publishing and Distribution, 2020), 57.

framework lacks clarity regarding the enforcement of mediated settlements.[438] Unlike judicial rulings, the outcomes of mediation are not inherently binding unless both parties voluntarily agree and formally record the settlement. In such an absence, the parties are compelled to resort to formal litigation, which may result in delays and increased legal costs. This raises questions about the actual effectiveness of the MCD in delivering enforceable justice.

Moreover, the general discussion surrounding the MCD often assumes that alternative dispute resolution (hereinafter referred to as "ADR") mechanisms are inherently fair.[439] In reality, such mechanisms may disadvantage tenants, especially in cases where landlords possess greater legal knowledge or financial resources.[440] Furthermore, it was witnessed that MCD does not explicitly provide safeguards to address this imbalance, and no clear framework exists to ensure that parties are adequately informed of their rights during the mediation process.[441]

Regarding the Procedure of MCD, it is important to note that when a rental dispute is brought before the MCD, a structured and judicially supervised process is followed to facilitate amicable resolution between the disputing parties. The process begins with the judicial department appointing a panel of qualified lawyers and experts to serve within the MCD. The RDSC then designates these experts to assist in resolving disputes. Notably, they operate under the close supervision of a judge specifically

[438] Abdulla Al-Ali and Mohamad Al-Ali, *Dispute Resolution Mechanisms in Rental Disputes in UAE: Comparative Analysis* (Lebanon: Dar Al-Afaak, 2024), 49.
[439] Ibid., 50.
[440] Mohammed Azmi Al-Bakri, *Encyclopedia of Jurisprudence, Judiciary and Legislation in the New Civil Law*, vol.7, (Egypt: Dar Mahmoud for Publishing and Distribution, 2018), 201.
[441] Al-Ali, *Dispute Resolution Mechanisms in Rental Disputes in UAE*, 51.

assigned to oversee the mediation process, thereby ensuring legal oversight and procedural integrity.[442]

Once the dispute is registered, the Directorate, through its experts, summons the involved parties and their legal representatives, requiring them to appear formally. During this phase, all parties must present supporting documents and evidence, which are then thoroughly reviewed and analysed by the Directorate. The objective of this review is to facilitate an amicable settlement and resolve the dispute without resorting to formal adjudication.[443]

An important procedural safeguard in this process is the suspension of all applicable statutory limitation periods from the date the dispute is formally filed with the Directorate.[444] This ensures that parties are not disadvantaged by time-bar issues while engaged in good-faith mediation. A maximum period of fifteen (15) days is allocated for the Directorate to facilitate a settlement, commencing from the initial appearance of the parties.

However, this period may be extended at the discretion of the supervising judge, depending on the complexity of the matter. If the mediation process results in a solution, the settlement is documented, signed by both parties, and ratified by the supervising judge.[445] Upon judicial approval, the settlement acquires the legal force of an execution writ, thereby making it enforceable through official enforcement

[442] Abdullah Fawaz Hamadneh, *Mediation as a Dispute Resolution Method* (UAE: Dar Al Thaqafa for Publishing and Distribution, 2020), 29.
[443] Ibid., 37.
[444] Ibid., 38.
[445] Al-Rashdan, 76.

mechanisms. Where necessary, the Directorate may also consult with external specialists or technical experts to assist in resolving particularly complex issues. Finally, it is worth noting that if an amicable resolution is not achieved before the MCD, the dispute shall be escalated to RDSC for formal adjudication.

From a practical perspective, regarding the question of "what do you think regarding mechanisms for settling rental disputes in Dubai, UAE?", Respondent (2) focused on the non-binding nature of the decision issued by MCD. She argued that,

> *"One major shortcoming of the MCD is that its mediated settlements are not automatically binding."* [446]

Similarly, Respondent (6) concentrated on the absence of a clear framework to ensure that both parties are fully informed of their legal rights under MCD. According to him,

> *"In my opinion, another drawback of the MCD is the lack of a clear framework to ensure that both parties are fully informed of their legal rights. Without mechanisms to guarantee awareness, some settlements may not reflect equitable or just outcomes."*[447]

Respondent (11) highlighted the imbalance of financial power between tenants and Landlords. She argued that,

> *"I believe that mediation under the MCD often disadvantages tenants. Landlords usually have more financial resources and greater legal knowledge, which gives them stronger bargaining power during mediation sessions. Since the MCD framework does not explicitly provide safeguards to balance this inequality, tenants*

[446] Respondent (2), Academic, office, 01/04/2021.
[447] Respondent (6), Legal practitioner, Office, 28/02/2021.

are left vulnerable, and the fairness of settlements may be compromised."[448]

Based on the above, it is worth noting that while MCD plays an important role in fostering amicable dispute resolution, its effectiveness is hindered by notable shortcomings, such as the non-binding nature of mediated settlements, the lack of a clear framework to ensure that both parties are adequately informed of their legal rights, and the imbalance of financial and legal power that often disadvantages tenants. Therefore, there is a need for urgent reform to strengthen enforceability, enhance rights awareness, and introduce safeguards against power imbalances; otherwise, MCD may struggle to deliver outcomes that are both equitable and just.

3.6.2 Rental Dispute Settlement Centre (RDSC)

RDSC stands as a cornerstone of Dubai's real properties ecosystem. Established under Decree No. (26) of 2013[449] by DLD, its primary mandate is to provide a specialised, efficient, and fair judicial mechanism for resolving conflicts between landlords and tenants.[450] According to the DLD's 2022 Annual Report, the RDSC adjudicated over 9,000 rental disputes in the first half of 2022 alone.[451] Regarding the jurisdictional authority, the RDSC exercises exclusive jurisdiction over rental disputes arising from all types of real properties located within Dubai, including those in free zones.[452]

[448] Respondent (11), Legal practitioner, Office, 23/05/2021.
[449] Decree No. (26) of 2013 Concerning the Rent Disputes Settlement Centre in the Emirate of Dubai.
[450] Hussein Kamel Alaa, *Dispute Resolution Mechanisms in Rental Disputes: Comparative Study in UAE, Egypt, and KSA*, (Egypt: Dar Al Fiker, 2021), 61.
[451] Dubai Land Department, "Annual Judicial Report 2022," Dubai Land Department, 2023, https://dubailand.gov.ae/en/about-dubai-land-department/annual-report-2022/#/, accessed on 8 June 2025.
[452] Decree No. (26) of 2013, Article 6 (a)(1).

This comprehensive coverage might ensure that most landlord-tenant conflicts fall under its purview, providing a consistent legal framework. Moreover, RDSC is not merely an administrative body; it is a full-fledged judicial entity, endowed with the authority to issue legally binding judgments. Specifically, from initial conciliation attempts to formal judicial proceedings (First Instance Division, Appellate Division, and Enforcement Directorate), the RDSC offers a straightforward, multi-stage process designed for efficient and fair dispute resolution. The following explains the processes of resolution under RDSC, starting from the First Instance Division to the Enforcement Directorate.

3.6.2.1 First Instance Division

The First Instance Division within the RDSC serves as the judicial body responsible for adjudicating lease-related disputes formally submitted by the parties. Each party is required to submit its claims in the form of a written memorandum. After this, the First Instance Division is legally obligated to attempt resolution of the dispute within 30 days from the date the case is registered.[453]

The composition and appointment of the tribunals within both the First Instance and Appellate Divisions fall under the authority of the Chairman of the RDSC. Each tribunal within the First Instance Division is composed of a presiding chairperson and two additional members, all of whom must possess legal expertise and substantial experience in real property matters. While the presiding chair is typically a judge, the

[453] Mansour, 197.

Chairman of the RDSC may also appoint a qualified and experienced legal practitioner to serve in this role.[454]

The Chairman of the RDSC is further empowered to designate one or more specialised tribunals within the First Instance Division to hear specific categories of lease-related disputes. This delegation may be based on criteria such as the nature of the dispute, the location, or the intended use of the leased real property. Decisions issued by the First Instance Division are rendered in the name of the Ruler of Dubai, and the deliberations of the tribunals are considered valid only when all members are present. Final decisions may be issued either unanimously or by a majority vote, depending on the circumstances of the case.[455]

Despite the foregoing, it is essential to acknowledge that, although the First Instance Division plays a pivotal role in adjudicating lease-related disputes in Dubai, several structural and procedural shortcomings may compromise its overall effectiveness. Firstly, the centre's mandate to resolve cases within 30 days[456] may prove impractical in complex disputes, potentially compromising the depth of legal analysis. Secondly, the delegation of cases to specialised tribunals lacks publicly articulated criteria, which can result in inconsistency in procedural treatment. The requirement for the entire tribunal panel to be present during deliberations may also introduce administrative delays. These procedural limitations suggest the need for targeted reform to enhance fairness, transparency, and consistency in the RDSC's dispute resolution framework.

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[454] Ibid., 198.
[455] Decree No. (26) of 2013, Article 13.
[456] Ibid., Article 16.

3.6.2.2 Appellate Division

Appeals against judgments rendered by the First Instance Division are brought before the Appellate Division of the RDSC. However, such appellate recourse is only available where the value of the rent claim exceeds AED 100,000.[457] In cases where the claim amount is below this threshold, the decisions of the First Instance Division are deemed final and not subject to appeal, except in specific exceptional circumstances. Moreover, Decree No. (26) of 2013 provides that appeals may still be lodged for claims under AED 100,000 in the following situations:[458]

1. Where the judgment includes an order for eviction;
2. Where the judgment violates jurisdictional rules;
3. Where the judgment grants relief not requested, exceeds the relief sought, or fails to address a specific claim raised by the parties.
4. Where the judgment is issued against a party who was not duly represented, or where improper service of process occurred;
5. Where the judgment is based on false or forged documents or fraudulent testimony that is later judicially acknowledged as false;
6. Where a party to the dispute concealed evidence or documents from the First Instance Division that, if disclosed, would likely have altered the outcome of the judgment.

All appeals must be submitted to the Appellate Division within fifteen (15) days from the issuance of the First Instance Division's judgment. Failure to file within this statutory period results in the judgment becoming final and binding on all parties involved. Judgments rendered by the Appellate Division are final and not subject to

[457] Decree No. (26) of 2013, Article 17.
[458] Ibid.

further appeal.[459] Both the First Instance and Appeal Division rulings are enforced in accordance with the procedural rules of the RDSC, and the Appellate Division serves as the ultimate authority for resolving lease-related disputes within Dubai because its decisions carry full legal weight and are binding upon the disputing parties.

3.6.2.3 Enforcement Directorate

The Enforcement Directorate represents the final stage in the dispute resolution process under the RDSC in Dubai. All final and non-appealable judgments rendered by either the First Instance Division or the Appellate Division are executed through the enforcement directorate of the RDSC. At this stage, the prevailing party may exercise legal mechanisms to compel the losing party to comply with the judgment, particularly concerning payment of awarded sums or fulfilment of obligations. Upon the completion of the enforcement stage, the rental dispute resolution process concludes, and the legally entitled party is accorded the rights and remedies affirmed by the final judgment. However, despite its role in securing justice, the Enforcement Directorate may face procedural delays or challenges in compelling compliance, particularly in cases involving uncooperative parties or complex enforcement logistics.[460]

From a practical perspective, regarding the question of "what do you think regarding mechanisms for settling rental disputes in Dubai, UAE?". The respondent statements highlight several challenges within the RDSC framework in Dubai. For instance, Respondent (1) stated that,

[459] Decree No. (26) of 2013, Article 14.
[460] Mansour, 283.

"Although the RDSC's decisions are binding and enforceable, in reality, enforcing those decisions, especially in eviction cases, is delayed due to procedural bottlenecks. This delays justice and causes frustration for landlords who rely on timely outcomes."[461]

Respondent (6) argued that,

"From my experience, I could say that RDSC handled a lot of disputes. Therefore, delays are inevitable, and the consistency of rulings could suffer. This doesn't inspire much confidence in the system for landlords or tenants."[462]

Respondent (8) argued that,

"T*he cost of registering a rental dispute, especially when eviction or financial claims are involved, can be very high. For tenants with limited income, this becomes a major barrier. It is not affordable for everyone, and that raises serious concerns about fair access to justice."*[463]

Respondent (9) argued that,

"The rule that appeals are only allowed for cases above AED 100,000 in annual rent is problematic. Many tenants and small landlords fall below this threshold, which means they do not have the same chance to challenge decisions, even if the ruling may be flawed."[464]

Respondent (11) argued that,

"The law requires very strict compliance with procedures, like serving a 12-month notice and proving the reason for eviction. While

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[461] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[462] Respondent (6), Legal practitioner, Office, 28/02/2021.
[463] Respondent (8), Legal practitioner, Office, 30/03/2021.
[464] Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021.

that protects tenants, sometimes landlords are penalised for missing technical details, even if they have legitimate grounds to end the lease.”[465]

Based on the above, it is clear that while RDSC provides a specialised and accessible platform for resolving rental disputes, its effectiveness is hindered by procedural inefficiencies, high costs, and structural limitations in appeal rights. The system’s rigid procedural requirements and disproportionate impact on low-income parties underscore the need for targeted reforms that enhance efficiency, accessibility, and legal equity. Addressing these issues could significantly improve stakeholder confidence and ensure that the rental dispute resolution process serves the interests of all parties, landlords and tenants alike, more justly and effectively.

3.6.3 Using Arbitration to Resolve Rental Disputes in Dubai, UAE

Arbitration has become a cornerstone of dispute resolution in the UAE, particularly within the realm of rental disputes.[466] As an alternative to traditional court, arbitration provides a mechanism that is both efficient and adaptable, enabling parties to resolve their disputes privately, flexibly, and often more quickly.[467]

The legal framework governing arbitration in Dubai, UAE, is both mature and internationally aligned, as outlined in Federal Law No. (6) of 2018 on Arbitration.[468]

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465 Respondent (11), Legal practitioner, Office, 23/05/2021.

466 Azab Alaziz Alhashemi, *Arbitration in the UAE*, (UAE: Noor Publishing, 2019), 19.

467 Essam Al Tamimi, *Practical Guide To Litigation And Arbitration In The United Arab Emirates* (UK: Brill, 2021), 65; Ilias Bantekas, *An Introduction To International Arbitration* (UK: Cambridge University Press, 2015), 33; Nour Ghonimi and Dallah Sam, “The Legal Dispute Regarding Resorting to Arbitration in Administrative Contract Disputes in the UAE,” *University of Sharjah Journal of Legal Sciences* 18, no. 2 (2021): 544.

468 Alhashemi, 66.

The Federal Law No. (6) of 2018, inspired by the UNCITRAL Model Law on International Commercial Arbitration 1989 (amended in 2006), enshrines essential principles such as party autonomy[469] and the separability of arbitration clauses.[470] Notably, Article 6 of the Federal Law No. (6) of 2018 confirms the independence of the arbitration contract from the principal contract, thereby preserving the viability of arbitration even when the main contract is in dispute. The *kompetenz-kompetenz* principle, enshrined in Article 19, further empowers arbitrators to resolve jurisdictional challenges without undue judicial interference.[471]

Within this legislative framework, arbitration in Dubai, UAE, manifests in two primary forms: ad hoc and institutional arbitration. Ad hoc arbitration operates without institutional oversight, with parties designing their procedures. This provides greater autonomy but less procedural certainty.[472] In contrast, institutional arbitration is conducted under the supervision of established arbitration bodies, most prominently the Dubai International Arbitration Centre (hereinafter referred to as "DIAC").[473] This institution offers a structured approach to proceedings, complete with administrative support, clear procedural rules, and established arbitrator panels.[474]

[469] See, for example, Federal Law No. (6) of 2018, Articles 9 and 11.
[470] Ibid., Article 6.
[471] Mayer Brown, "UAE Federal Law on Arbitration in Commercial Disputes - Worth the Wait," Mayer Brown, 2018, https://www.mayerbrown.com/-/media/files/perspectives-events/publications/2018/05/uae-federal-law-on-arbitration-in-commercial-dispu/files/update_uae-federal-law-on-arbitration_may18/fileattachment/update_uae-federal-law-on-arbitration_may18.pdf, accessed on 13 July.
[472] Sara Koleilat, "Commentary on the UAE's New Arbitration Law," Tamimi, 2023, https://www.tamimi.com/law-update-articles/commentary-on-the-uaes-new-arbitration-law, accessed on 13 July 2025.
[473] DIAC was established in 1994 under the Dubai Chamber of Commerce and Industry.
[474] Koleilat.

A major transformation occurred in September 2021 with the issuance of Decree No. (34) of 2021.[475] This decree mandated that DIAC would henceforth govern existing arbitration contracts referencing these abolished institutions, unless the parties agreed otherwise. The DIAC 2022 Arbitration Rules marked a significant procedural overhaul. These rules designated the DIFC as the default seat of arbitration. This means that DIFC Courts have supervisory jurisdiction for DIAC arbitration proceedings.[476]

Moreover, DIAC 2022 Arbitration Rules embraced modern legal trends by authorising electronic submissions, virtual hearings, emergency arbitration, and provisions for third-party funding.[477] It is worth noting that the DIAC reported 355 new cases in 2022, 59% of which were related to real property and construction matters.[478] These disputes primarily involved lease terminations and project delays. Notably, DIAC disclosed that 65% of real property arbitration cases in 2022 were resolved within a 6 to 18-month window, indicating an increase in procedural efficiency.[479]

The UAE's arbitration ecosystem has also seen significant statutory developments. Federal Law No. (15) of 2023, which amends Federal Law No. (6) of 2018 concerning

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[475] In September 2021, Decree No. (34) of 2021 was issued, which significantly restructured the arbitration landscape in Dubai. This Decree abolished the Dubai International Financial Centre-London Court of International Arbitration (DIFC-LCIA) and the Emirates Maritime Arbitration Centre (EMAC). The Decree mandated that DIAC would take over the administration of existing and future arbitration agreements that previously referred to these abolished institutions, unless parties expressly agreed otherwise.

[476] Fauzia Khan, "The New DIAC Arbitration Rules 2022," IR Global, 2022, https://irglobal.com/article/the-new-diac-arbitration-rules-2022/, accessed on 2 May 2025

[477] Gilbert Hakim, "The new DIAC Arbitration Rules 2022: What's Changed And What Does It All Mean?," Fenwick Elliott, 2023, https://www.fenwickelliott.com/research-insight/newsletters/international-quarterly/new-diac-arbitration-rules, accessed on 4 May 2025.

[478] Abdullah Fawaz Hamadneh, *Mediation as a Dispute Resolution Method* (UAE: Dar Al Thaqafa for Publishing and Distribution, 2023), 33.

[479] Ibid., 34.

arbitration introduces several reforms. Tribunals are granted enhanced discretion in selecting between oral and documentary evidence procedures. Arbitrators are now subject to rigorous conflict-of-interest disclosure obligations, and arbitral institutions are mandated to integrate digital case management solutions.[480] These changes might reflect a concerted move toward procedural flexibility, transparency, and technological modernisation.

Judicial precedents from Dubai courts continue to shape the contours of arbitrable real property disputes. For example, in the Dubai Court of Cassation's Case no. 180 of 2011, an arbitration clause was invalidated in an off-plan real property sale due to the contract's non-registration, with the court holding that registration is a public policy matter and thus non-arbitrable. Besides, in the Case no. 282 of 2012, the Dubai Court of Cassation upheld an arbitral award in a case of contractual termination, reinforcing the principle that as long as statutory obligations are met, real property disputes may be subject to arbitration.

Despite the legislative and institutional advances, challenges persist. The enforceability of unilateral arbitration clauses, particularly those drafted by developers in standard-form contracts, remains a concern.[481] Additionally, while ad hoc arbitration offers maximum procedural flexibility, it often faces issues related to inconsistency and enforcement due to the absence of institutional safeguards.[482]

[480] Kluwer Arbitration Blog, "UAE's Arbitration Law Transformation," Kluwer Arbitration Blog, 2023, https://arbitrationblog.kluwerarbitration.com, accessed on 13 July 2025.
[481] Hamadneh, 66.
[482] Ibid.

From a practical perspective, regarding the question of "what do you think regarding mechanisms for settling rental disputes in Dubai, UAE?". The respondents' views reflect a nuanced understanding of the barriers associated with arbitration in Dubai's real property sector. For example, Respondent (1) warns that the absence of institutional oversight can lead to inconsistent procedures and enforcement challenges. He argued that,

> *"Ad hoc arbitration can be risky. Without a structured process or an institution behind it, parties might end up with inconsistent procedures or even have trouble enforcing the award."*[483]

Respondent (2) highlights that arbitration clauses drafted solely by developers may lack genuine mutual consent, risking judicial scrutiny and potential unenforceability. She argued that,

> *"Many of the arbitration clauses in real property contracts are drafted solely by developers. These unilateral clauses do not always reflect mutual agreement, and courts sometimes question their enforceability, especially when they favour the developer."*[484]

Respondent (4) notes that unregistered real property contracts may be deemed non-arbitrable on public policy grounds, rendering arbitration clauses void. He indicated that,

> *"There are real limitations to what can be arbitrated. For instance, if the real property contract is not registered, courts might consider it a matter of public policy and throw out the arbitration clause altogether."*[485]

[483] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[484] Respondent (2), Academic, office, 01/04/2021.
[485] Respondent (4), Judge, office, 04/04/2021.

Respondent (5) stresses that arbitration can be prohibitively expensive. He stated that,

> *"Using arbitration in resolving rental disputes is not advisable. Arbitration is an expensive mechanism."*[486]

Similarly, Respondent (6) agreed with Respondent (5) that using arbitration in rental disputes is not cheap. He added that smaller landlords and tenants may struggle with the complexity and lack of legal access, particularly in ad hoc proceedings. According to him,

> *"Arbitration sounds ideal in theory, but in practice, smaller landlords or tenants often find it too complex or costly. They do not always have access to lawyers or understand how to navigate the process, especially with ad hoc cases."*[487]

Based on the above, it is essential to note that while arbitration in Dubai's rental sector is underpinned by a robust legal framework and supported by institutions like DIAC, its practical implementation is hindered by significant challenges. These include enforceability issues in standard-form contracts, legal ambiguity around arbitrable matters, and procedural inconsistency in ad hoc cases. Most notably, the system remains inaccessible for less-resourced parties, undermining its inclusiveness and equity. Therefore, for arbitration to serve as a genuinely viable alternative to litigation in rental disputes, greater procedural clarity, institutional safeguards, and inclusive access mechanisms must be established.

[486] Respondent (5), Judge, office, 04/04/2021.
[487] Respondent (6), Legal practitioner, Office, 28/02/2021.

3.6.4 The Centre for Amicable Settlement of Disputes in Dubai, UAE

The CASD was formally established under Law No. (16) of 2009.[488] It has been in operation since April 2012 as part of the Dubai Government's broader strategic initiative to reduce litigation burdens and promote ADR mechanisms. At the federal level, CASD procedures were previously guided by Cabinet Resolution No. (57) of 2018.[489] This framework has since been superseded by Federal Decree Law No. (42) of 2022,[490] thereby updating the legal context for pre-litigation processes such as mediation and expert appointments.

Moreover, the CASD operates under judicial supervision, with mediators appointed or accredited by the Dubai Judicial Institute (hereinafter referred to as "DJI") and monitored by sitting judges to ensure procedural compliance and fairness. Its jurisdiction encompasses:[491]

- CASD handles civil and commercial claims not exceeding AED 500,000, excluding substantive financial institution disputes governed by Federal Decree Law No. (14) of 2018 Concerning the Central Bank and the Regulation of Financial Institutions and Activities;
- Requests for ratification of settlements, regardless of monetary value.
- Co-ownership subdivision disputes under Dubai Law No. (27) of 2007 concerning ownership of jointly owned real property in Dubai.

[488] Law No. (16) of 2009 Establishing the Centre for Amicable Settlement of Disputes.
[489] It served as the Executive Regulations to Federal Law No. (11) of 1992 (the former Civil Procedure Law) regarding civil procedures.
[490] It promulgated a new Civil Procedure Code, along with its Executive Regulations under Cabinet Resolution No. (75) of 2022.
[491] Article (1) of the Resolution No. (8) of 2022, determines the disputes falling within the jurisdiction of the CASD.

- CASD hears unilateral expert appointment requests before litigation, provided the matter is within the jurisdiction of the Dubai Courts and not subject to ongoing proceedings.

The legal exclusion of some issues from CASD's jurisdiction is codified under Dubai Court Circulars and the internal guidelines of the Centre. For instance, labour disputes are directed to the Ministry of Human Resources and Emiratisation, family disputes are referred to the Family Guidance Section of the Personal Status Court, and banking disputes fall under specialised judicial bodies or the Central Bank's dispute resolution mechanisms.[492]

The efficiency and legal authority of CASD settlements are well illustrated by the Dubai Court of Cassation: Case No. 464/2017, which affirmed that an agreement ratified by CASD, once approved by a judge, is enforceable as a final judicial ruling with the force of res judicata. This precedent underscores the binding nature of CASD outcomes, comparable to court judgments, thereby providing both legal certainty and enforceability.

A notable real-life example is the 2021 reconciliation between two UAE-based SME companies in a contractual dispute over the delayed payment of AED 480,000. The matter was settled amicably at CASD within three weeks, with both parties avoiding prolonged litigation and reputational damage.[493] The case was later highlighted by the Dubai Courts in its Annual Judicial Report 2021, showcasing the role of CASD in

[492] Hassan Arab, "Contracting Out of the Court's Jurisdiction in the UAE," Tamimi, 2024, https://www.tamimi.com/law-update-articles/contracting-out-of-the-courts-jurisdiction-in-the-uae, accessed on 7 June 2025.
[493] Alia, 51.

protecting commercial relationships and enhancing judicial efficiency.[494] Furthermore, in 2023, the Centre achieved a 74.67% year-on-year increase in successful reconciliation contracts, according to official statistics published by Dubai Courts. This growth might reflect public confidence in CASD's processes, particularly within the real property, commercial, and co-ownership sectors.

The CASD process begins with the submission of a dispute through the Dubai Courts' smart portal or service centres, followed by a review of the documentation and an appointment with a mediator. Mediators then facilitate structured discussions, and if both parties reach a consensus, a written agreement is signed and submitted for judicial ratification. This process, regulated by internal administrative protocols, typically resolves disputes within 30 days, with extensions possible at the discretion of the court in complex matters.[495] Cost-effectiveness is another significant advantage. Unlike traditional litigation, where filing fees are calculated based on claim value and legal representation is often costly, CASD charges modest administrative fees (usually below AED 1,000), making it particularly attractive for small businesses and individuals.[496]

In light of these legal and operational features, the CASD represents a cornerstone of Dubai's ADR framework. It complements the Emirate's arbitration infrastructure by offering a frontline option to resolve disputes amicably before they escalate.

[494] Mohamad, "Landlord-Tenant Law in the UAE," 25.
[495] Alaa, 149.
[496] Ibid.

From a practical perspective, regarding the question of "what do you think regarding mechanisms for settling rental disputes in Dubai, UAE?", the respondents' statements reveal several operational and structural limitations within the CASD. Specifically, Respondent (1) focused on the limited jurisdiction of CASD. He argued that,

> *"One of the main limitations of CASD is its jurisdiction cap. If the claim exceeds AED 500,000, it is automatically excluded. This limits its ability to serve as a one-stop solution."*[497]

Respondent (2) illustrated the negative impact of mediation where the disputing parties do not show any cooperation. He stated that,

> *"Mediation only works if both parties are willing to cooperate. In some emotionally tense or hostile disputes, one party simply refuses to engage; at that point, CASD cannot do much, and the case ends up going to court anyway."*[498]

Respondent (3) highlighted the issue of a lack of awareness in CASD. He indicated that,

> *"There are still many people who do not even know CASD exists or how it works. So they skip it entirely and go straight to litigation, which is more expensive and time-consuming."*[499]

Respondent (10) notes that the credibility of mediation hinges on the mediator's expertise, efficiency, and impartiality; lack of these qualities undermines trust in the process. He argued that,

> *"The outcome really depends on the mediator. If the mediator lacks experience or seems overwhelmed, the process loses credibility.*

[497] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[498] Respondent (2), Academic, office, 01/04/2021.
[499] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.

> *Parties need to trust that the mediator is neutral and knows how to handle the matter efficiently."*[500]

Respondent (11) highlights that even when parties settle, the requirement for court approval can slow down enforcement, reducing the efficiency gains mediation is meant to provide. She argued that,

> *"Even when parties settle, it still has to go through judicial ratification. That step can delay final enforcement."*[501]

Based on the above, it is worth noting that although the CASD serves as an essential mechanism within Dubai's ADR framework, its full potential remains underutilised due to jurisdictional constraints, procedural dependencies, and structural limitations. Its success hinges not only on party cooperation but also on the availability of skilled mediators and public awareness. To enhance its effectiveness, legal reforms should consider expanding CASD's jurisdiction, streamlining ratification procedures, and investing in public outreach and mediator training. Without addressing these core issues, CASD's role as a fast, accessible, and trusted resolution forum will remain limited in scope and impact.

3.6.5 The Special Tribunal for Unfinished and Cancelled Real Property Projects in the Emirate of Dubai, UAE

In light of the rapid expansion and subsequent regulation of Dubai's off-plan real property market, the cancellation of unfinished or failed developments has created a significant legal and financial risk for investors. Recognising the need for a centralised

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500 Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021.
501 Respondent (11), Legal practitioner, Office, 23/05/2021.

and authoritative body to handle such disputes, the special tribunal for unfinished and cancelled real property projects in the Emirate of Dubai (hereinafter referred to as "ST-Dubai") was established under Decree No. (33) of 2020 issued by His Highness the Ruler of Dubai.[502]

The ST-Dubai functions as a specialised judicial body under the supervision of the Dubai Judicial Council, tasked with resolving all disputes, financial claims, and liquidation matters arising from projects cancelled by the RERA. Article 4 of Decree No. (33) of 2020 grants the ST-Dubai exclusive jurisdiction, explicitly barring other courts, including the DIFC, from entertaining claims related to cancelled projects.[503] This centralisation might seek to eliminate procedural delays and jurisdictional conflicts, thereby streamlining the resolution process.

The ST-Dubai is vested with comprehensive jurisdiction to adjudicate matters relating to unfinished and cancelled real property projects. This includes the authority to hear and resolve all outstanding claims, applications, and appeals previously brought before the special tribunal established under Decree No. (21) of 2013, provided that a final decision or award has not yet concluded such matters.[504] It is further empowered to determine any legal actions, applications, or orders directly associated with unfinished or cancelled real property projects, including matters pertaining to their liquidation.[505]

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[502] Decree No. (33) of 2020 concerning the formation of the special tribunal for unfinished and cancelled real property projects in the Emirate of Dubai, UAE.
[503] The provisions of this Decree apply to the Real Property projects located within the Emirate which are proven to be unfinished or in respect of which a cancelation decision is issued pursuant to the provisions of the above-mentioned Law No. (13) of 2008 and its Implementing Bylaw. However, this Decree does not apply to the Real Property projects located within the Dubai International Financial Centre boundaries.
[504] Decree No. (33) of 2020, Article 6 (1).
[505] Ibid., Article 6 (2).

In addition, the ST-Dubai may consider unfinished real property projects referred to it by the RERA and is authorised to issue decisions assigning such projects to alternative developers for completion.[506] It is also competent to hear grievances filed by developers challenging cancellation decisions issued by RERA in accordance with Law No. (13) of 2008 and its implementing Bylaw.[507]

Moreover, the ST-Dubai is responsible for defining the respective rights and obligations of developers whose projects have been withdrawn and those to whom completion responsibilities are reassigned.[508] It holds the authority to oversee the liquidation of projects officially cancelled by RERA and to distribute the proceeds after deducting the associated liquidation costs.[509] The ST-Dubai also determines the rights of investors and purchasers involved in such projects and adjudicates all enforcement proceedings, objections, [510] and related grievances.[511] Finally, the ST-Dubai is mandated to perform any additional functions necessary to safeguard and enforce the rights of stakeholders affected by unfinished or cancelled real property projects, thereby ensuring procedural integrity and equitable outcomes within the scope of its jurisdiction.[512]

Moreover, the awards, orders, and decisions of the ST-Dubai are final and cannot be challenged through the ordinary appeal process.[513] Instead, they are enforced by the

[506] Decree No. (33) of 2020, Article 6 (4).
[507] Ibid., Article 6 (5).
[508] Ibid., Article 6 (6).
[509] Ibid., Article 6 (7).
[510] Ibid., Article 6 (8).
[511] Ibid., Article 6 (9).
[512] Ibid., Article 6 (10).
[513] Ibid., Article 11.

Execution Court of the Dubai Courts, which carries out the rulings in accordance with its established enforcement procedures.[514]

The legal foundation for the return of investors' funds is fortified by Law No. (8) of 2007 concerning escrow accounts for real property development in the Emirate of Dubai, which stipulates in Article 15 that, in the event of a real property project's cancellation by RERA, the funds deposited in escrow accounts must be returned to the purchasers.[515] This obligation is not discretionary; the ST-Dubai, upon RERA's formal notification of project cancellation, assumes direct responsibility for asset liquidation and proportional fund distribution. It often appoints auditors or liquidators to assess and implement the repayment process in a judicially supervised manner.

A prominent example illustrating ST-Dubai's impact is the Tameer Towers Project. Cancelled in 2017, it was one of the most significant cases adjudicated by the ST-Dubai. In 2021, the ST-Dubai ordered the liquidation of the remaining project funds. It oversaw the refund of investors via the escrow mechanism, based on RERA's cancellation notice and financial assessments conducted by the appointed accounting firm.[516] The outcome served as a benchmark for handling large-scale distressed developments in Dubai's market.

The finality of the ST-Dubai's decisions is a unique feature, enshrined in Article 11 of Decree No. (33) of 2020, which states that "its decisions shall be final and not subject

[514] Ibid.
[515] Law No. (8) of 2007 concerning escrow accounts for real estate development in the Emirate of Dubai, Article 15.
[516] Dubai Land Department, "Annual Report 2021," Dubai Land Department, 2022, https://dubailand.gov.ae, accessed on 1 June 2025.

to appeal or reconsideration".[517] This might serve a dual purpose. First, it expedites dispute resolution. Second, it provides legal certainty for investors who have historically faced lengthy litigation timelines and inconsistent verdicts in traditional courts.

From a statistical standpoint, it was evidenced that between 2009 and 2022, over 250 real property projects were cancelled.[518] Besides, it is worth noting that ST-Dubai has successfully processed hundreds of claims, refunding millions of dirhams to investors and compelling compliance from defaulting developers. In one such case reported in 2022, an Indian investor recovered AED 1.3 million after filing a claim through the ST-Dubai regarding a stalled project cancelled in 2014. The investor's claim had previously stalled in conventional litigation but was resolved within nine months through the ST-Dubai,[519] showcasing the ST-Dubai's procedural efficiency and effectiveness.

Based on the above, it is evident that the ST-Dubai reflects Dubai's proactive and reformist approach to real property governance. By combining legal enforceability, investor protection, and swift resolution procedures, it restores investor confidence and stabilises the off-plan real property sector. The ST-Dubai plays a critical institutional role in safeguarding Dubai's real property market, enhancing legal predictability and promoting responsible development.

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[517] Decree No. (33) of 2020, Article 11.
[518] Dubai Land Department, "Real Estate Performance Indicators 2022," Dubai Land Department, 2022, https://dubailand.gov.ae, accessed on 1 June 2025.
[519] Alia, 59.

From a practical perspective, regarding the question of "what do you think regarding mechanisms for settling rental disputes in Dubai, UAE?", the respondents highlight several critical operational and procedural concerns regarding the ST-Dubai. For example, Respondent (1) highlighted the potential delay caused by having only one ST-Dubai. He stated that,

> *"I do believe that having just one ST-Dubai handling all disputes for cancelled projects sounds efficient, but it can also cause delays. When you have hundreds of cases going through a single channel, bottlenecks are inevitable."*[520]

Respondent (9) focused on the absence of transparency in ST-Dubai. He stated that,

> *"I would like to say here that one issue that is often overlooked is transparency. Many of ST-Dubai's decisions are not published in detail. Without public access to rulings or consistent guidelines, it is hard for lawyers or investors to know what to expect."*[521]

In the same vein, Respondent (11) agreed with Respondent (9) regarding the absence of transparency in ST-Dubai. She stated that,

> *"From my experience, there is not enough public reporting on enforcement outcomes. We rarely hear about which developers were penalised or which projects were halted. This lack of transparency makes it hard for investors to assess risks and holds back accountability."*[522]

[520] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[521] Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021.
[522] Respondent (11), Legal practitioner, Office, 23/05/2021.

Respondent (10) argued that the absence of an appeal mechanism intensifies the risk of conflict-of-interest concerns. He stated that,

> *"In my point of view, the ST-Dubai also hears complaints from developers who disagree with the project cancellation. But it is a tricky balance, protecting investor rights while giving developers a fair hearing. And with no appeal mechanism, this could raise conflict-of-interest concerns."*[523]

Based on the above, it is evident that although the ST-Dubai serves a vital function in resolving disputes related to cancelled real property projects and restoring investor confidence, several structural and procedural deficiencies challenge its long-term effectiveness. Bottlenecks resulting from potential delays, a lack of transparency in decision-making, and the absence of an appeal mechanism create risks to fairness, predictability, and stakeholder trust.

To strengthen ST-Dubai's impact, reforms should focus on publishing decisions, managing caseloads more efficiently by having more than one ST-Dubai, and exploring limited appeal pathways in specific circumstances to uphold accountability and ensure procedural justice.

3.6.6 Dubai Land Department (DLD)

The DLD serves as the cornerstone of the Dubai real property legal and regulatory framework. Established to foster transparency and instil investor confidence, the DLD undertakes a multifaceted role encompassing real property registration, regulatory

[523] Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021.

oversight, legal enforcement, and market monitoring.[524] Through these responsibilities, the DLD upholds the legal infrastructure essential to Dubai's reputation as a premier global hub for real property.[525]

At the heart of the DLD's mandate is the registration of all real property transactions in Dubai. This includes issuing title deeds, verifying ownership, and maintaining a centralised registry of real property sales, mortgages, leases, and off-plan contracts.[526] As of 2023, the DLD has reported over 1.6 million registered real property transactions since its establishment.[527] Its technological initiatives, such as the Dubai REST platform, have further enhanced transparency and service efficiency.

A central legal pillar within the DLD's structure is the RERA, established by Law No. (16) of 2007.[528] RERA supervises real property brokers and developers, enforces advertising rules, and ensures compliance with escrow account regulations by developers, as per Law No. (8) of 2007.[529] Article 6 of Law No. (8) of the 2007 mandate requires that the developer who wishes to sell units off-plan request to open an escrow account to protect investors. A real-life case confirming the robustness of

[524] Haus and Haus, "Dubai Land Department Continues To Safeguard The Property Market," Haus and Haus, 2023, https://www.hausandhaus.com/resources/latest-news-and-insights/dubai-land-department-continues-to-safeguard-the-property-market, accessed on 2 May 2025.
[525] Mak Developers, "Dubai Land Department (DLD): Your Complete Guide to Real Estate Regulation and Investment," Mak Developers, 2025, https://makdevelopers.com/dubai-land-department-dld-your-complete-guide-to-real-estate-regulation-and-investment, accessed on 2 July 2025.
[526] Fam Properties, "How do I register my property with the DLD?," Fam Properties, 2023, https://famproperties.com/advice/how-do-i-register-my-property-with-the-dld, accessed on 18 June 2025.
[527] Dubai Pulse, "Dubai Land Department Transactions Dashboard," Dubai Pulse, 2023, https://www.dubaipulse.gov.ae/organisation/dld, accessed on 8 June 2025.
[528] It aims to establish the RERA.
[529] It concerns escrow accounts for real estate development in the Emirate of Dubai.

these protections occurred in 2018, when RERA halted a major off-plan project and froze the escrow account after developers failed to meet construction milestones.[530]

The DLD also plays a supervisory role in the RDSC, established by Decree No. (26) of 2013. From a broader legislative perspective, the DLD enforces several real property-related laws. For instance, Law No. (7) of 2006 that permits foreign nationals to purchase freehold real property in designated zones.[531] In terms of investor protection, the DLD collaborates closely with the ST-Dubai to ensure that investors in failed developments receive compensation through escrow refunds and liquidation procedures. Recent reforms have highlighted digital modernisation as a legal and strategic priority for the DLD. The Dubai Real Estate Self-Transaction (Dubai REST) app, introduced in 2019, allows parties to complete real property transactions, issue title deeds, and lodge disputes remotely,[532] thereby reducing paperwork and enhancing access to justice.

Based on the above, it is worth noting that the DLD plays a foundational role in regulating and administering Dubai's real property sector. Through its enforcement of statutory provisions, management of several regulatory bodies, such as RERA and the RDSC, and adoption of innovative technologies, the DLD continues to promote legal certainty, market integrity, and investor protection.

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[530] The National News, "RERA freezes Accounts of Several Developers," The National News, 2018, https://www.thenationalnews.com/uae/rera-freezes-accounts-of-several-developers-1.524714, accessed on 8 June 2025.
[531] Articles 3 and 4 of the Law No. (7) of 2006.
[532] AIM Real Estate Brokers, "A Complete Overview of the Dubai REST App," AIM Real Estate Brokers, 2025, https://aimproperties.ae/a-complete-overview-of-the-dubai-rest-app, accessed on 19 May 2025.

From a practical perspective, regarding the question of "what do you think regarding mechanisms for settling rental disputes in Dubai, UAE?", the respondent statements reveal several structural and operational concerns related to the DLD and its associated entities. For instance,

Respondent (1) focused on the negative impact of digitalisation in DLD, especially the Dubai REST app. He argued that,

> *"In my opinion, digitalisation in DLD is a welcome development and helps in speeding things up, but not everyone can keep up with it. Many elderly investors or those living abroad may struggle with apps like Dubai REST."*[533]

Respondent (3) focused on the issue of cybersecurity. He argued that,

> *"Digitalisation in DLD is great, but let us not forget the cybersecurity risks; the Dubai REST app store highly sensitive real property data."*[534]

Based on the above, it is crucial to emphasise that despite Dubai's sophisticated real property regulatory framework, the insights from respondents reveal significant gaps in accessibility and cybersecurity. The DLD's push for digital innovation is commendable, but it must be balanced with inclusivity and robust data protection. To sustain investor confidence, reforms are necessary to enhance digital accessibility and cybersecurity.

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[533] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[534] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.

3.7 Conclusion

The chapter discussed the laws regulating rent procedures in Dubai, UAE. The rules governing lease contracts in Dubai reflect a progressive evolution from informal, custom-based arrangements to a statutory framework designed to ensure fairness and market stability. Beginning with the foundational principles established under the FCTA and subsequently reinforced by specialised decrees and Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, Dubai has systematically developed robust mechanisms for regulating landlord–tenant relationships, including the creation of dedicated dispute resolution bodies and rent regulation systems.

Moreover, the introduction of *Ejari* further institutionalised transparency by transforming private lease contracts into government-recognised contracts, thereby enhancing enforceability and accessibility to essential services. This, in turn, underscores Dubai's commitment to balancing the rights of landlords and tenants while fostering a secure and attractive real property market for both domestic and international stakeholders.

Besides, Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, reflected an effort to strike a balance between protecting landlord interests and safeguarding tenants' rights. Landlords are empowered through rights, such as rent collection, eviction under specific conditions, and compensation for damages. At the same time, tenants are granted critical protections, including but not limited to the peaceful enjoyment and maintenance. Equally, both parties (landlord and tenants) are bound by reciprocal obligations. For instance, the landlords must deliver and maintain properties in suitable condition, while tenants must pay rent, preserve the leased real property, and comply with restrictions on alterations and subleasing. While Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008 provided a comprehensive framework to regulate the rights and obligations of both parties (landlord and tenants); its effectiveness depends on proper implementation and contractual clarity.

Regarding the eviction situations from the leased real property, Article 25 of Law No. (33) of 2008 regulates the eviction. It provides a comprehensive framework that delineates the situations under which a landlord may lawfully recover possession of leased real property, by distinguishing between eviction during the term of the lease contract and eviction upon its expiry. The situations for eviction, ranging from non-payment of rent and unauthorised subletting to redevelopment, personal use, or compliance with urban planning mandates, reflect a deliberate attempt to safeguard the landlords of the leased real property while preserving tenants' security and stability. For instance, the requirement for formal notices, certified technical reports, and regulatory approvals serves as a safeguard against arbitrary eviction. This, in turn, reinforces transparency, due process, and contractual accountability.

Besides, the regulation of lease contracts in Dubai reflects a comprehensive and structured framework that governs the entire contractual lifecycle, from formation to enforcement. Each stage, such as formation, registration, performance, renewal, termination, and dispute resolution, is underpinned by statutory and regulatory provisions. Laws, such as Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, and subsequent decrees collectively provide detailed guidance on essential elements, ranging from rental determination and registration with RERA to eviction procedures and dispute settlement before the RDSC. This multi-stage legal framework demonstrates how a well-defined regulatory structure contributes to legal certainty and market stability.

Regarding the mechanisms for settling rental disputes in Dubai, UAE, the study concluded that the mechanisms for resolving rental disputes in Dubai reflect a multi-tiered framework that combines mediation, judicial adjudication, arbitration, and specialised tribunals under the broader regulatory oversight of the DLD. Each mechanism, such as the MCD, RDSC, or arbitration processes, plays a distinctive role in ensuring the accessibility, efficiency, and fairness of dispute resolution in the real property sector.

Nevertheless, this chapter highlights several persistent limitations that undermine the overall effectiveness. These include challenges related to the enforceability of mediated settlements, procedural rigidity in the RDSC, financial and accessibility barriers in arbitration, jurisdictional and operational constraints within the CASD, structural inefficiencies and transparency concerns in the ST-Dubai, and digital accessibility and cybersecurity risks within the DLD. While each mechanism contributes positively to Dubai's real property governance, these shortcomings reveal the pressing need for reforms aimed at enhancing procedural clarity, inclusivity, and institutional accountability. Finally, this chapter achieved research objective one (1) and accordingly answered research question one (1).

CHAPTER FOUR

THE LEGAL DEFICIENCIES IN RENTAL LAWS IN DUBAI, UAE

4.1 Introduction

This chapter examines the legal deficiencies inherent in the rental laws in Dubai, UAE. It begins by addressing the legal deficiencies in the effectiveness of the applicable rental laws in Dubai, UAE. One of the primary issues that landlords face in the current system is their dependence on real property brokers and centralised systems, which can result in delays, miscommunication, and inconsistent enforcement of contractual obligations. Blockchain can eliminate this inefficiency by enabling smart contracts, self-executing contracts coded on the blockchain that automatically enforce the terms of a lease contract. The chapter then evaluates the legal deficiencies in the scope of application of rental laws in Dubai, UAE, particularly the ambiguity surrounding their enforceability.

Furthermore, the chapter examines the legal deficiencies regarding rent deposit procedures in the applicable rental laws in Dubai, UAE, and the legal deficiencies in terms of the rent increases in the application of rental laws in Dubai, UAE, critiquing the absence of statutory caps or transparent mechanisms to regulate periodic rent revisions. This gap exposes both tenants and landlords to unpredictable fluctuations and legal disputes.

The chapter also explores the legal deficiencies in the applicable rental laws in Dubai regarding sublease, revealing that despite the protective intention behind Article 30 of Law No. (26) of 2007, which allows a sub-tenant to remain in the leased real property following termination of the main lease contract, presents several challenges for landlords.

One major issue is the limitation on reclaiming the leased real property; even after lawfully terminating the lease contract with the primary tenant due to breach or default, the landlord may be unable to regain possession if a sub-tenant occupies the leased real property under a valid sublease contract. Additionally, this chapter discusses the legal deficiencies in terms of long-term lease contracts and eviction in the applicable rental laws in Dubai, UAE. Besides, the chapter examines the compatibility of Dubai's rental laws with international legal standards and laws.

Ultimately, this chapter has shown that Dubai's rental laws, although developed to support the rapid urban and economic growth in Dubai, UAE, still suffer from notable legal and procedural deficiencies, including, but not limited to, the limited enforceability and procedural inefficiencies in the notification process. As a result, Dubai's rental laws may inadequately protect landlord interests and hinder the overall effectiveness and fairness of rental laws in Dubai, UAE. This chapter achieved research objective two (2) and accordingly answered research question two (2).

4.2 THE LEGAL DEFICIENCIES IN RENTAL LAWS IN DUBAI, UAE

The following explains the legal deficiencies in rental laws in Dubai, UAE.

4.2.1 The Legal Deficiencies in the Effectiveness of the Applicable Rental Laws in Dubai, UAE

The UAE is currently regarded as one of the region's most dynamic economies, experiencing sustained economic growth and development.[535] This upward trajectory has led many Emirati nationals to seek supplementary sources of income beyond traditional employment and commercial activities. One prominent outcome of this trend has been the increased utilisation of privately owned real property assets, particularly residential and commercial real properties, through leasing to local, foreign residents and international investors.[536] As a result, the practice of renting out privately owned real properties has expanded rapidly across the UAE, becoming a significant component of the national rental market.

First and foremost, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, contains several key provisions aimed at ensuring stability, transparency, and continuity in landlord-tenant relationships. For example, Article 6 of Law No. (26) of 2007 stipulates that a lease contract is automatically renewed under the same conditions if the tenant remains in possession without the landlord's objection. Complementing this, Article 4 of Law No. (33) of 2008 mandates lease contract registration to prevent fraudulent or duplicate leasing. Moreover, Article 28 of Law No. (26) of 2007 affirms that the transfer of real property ownership does not affect

[535] Ibrahim Alfaki and Allam Ahmed, *From Oil To Knowledge: Transforming The United Arab Emirates Into A Knowledge-Based Economy* (UK: Routledge, 2017), 74.
[536] Abdullah, *Reasons For Evacuating The Leased Property,* 32.

the tenant's right to continue to occupy the leased real property based on the lease contract entered into with the previous owner, provided that such lease contract has a fixed term. Article 7 of Law No. (26) of the 2007 law prohibits unilateral termination of lease contracts during their term, thereby reinforcing contractual stability. Article 27 of Law No. (26) of 2007 ensures that a lease contract remains valid after the death of the landlord or tenant, with rights and obligations passing to heirs. The tenant's heirs may terminate the lease contract if they give the landlord notice, with termination effective either 30 days after notification or on the expiry date of the lease contract, whichever comes first. This article balances contractual continuity with the heirs' right to exit while protecting the landlord's interests.

Finally, Article 14 of Law No. (33) of 2008 outlines the procedure for modifying the terms and conditions of the lease contract, requiring at least three months' written notice before the expiration of the lease contract.

Regardless of the above, the applicable rental laws in Dubai, UAE, specifically, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, often exhibit partiality in favour of one party, thereby undermining the contractual balance and resulting in substantial disadvantages for the other party. For instance, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not contain a specific legal article that directly governs the early termination of lease contracts by tenants.[537] This means that the law does not define the conditions under which a tenant may legally exit a lease contract before the agreed-upon end date. As a result, if a

[537] Again, Dubai's rental laws (including those overseen by RERA) do not contain explicit provisions that grant tenants a unilateral right to terminate a lease contract early. Therefore, early termination is generally only possible if the lease contract itself includes an early termination clause or if both the landlord and tenant mutually agree to end it. See Law No. (33) of 2008, Article 14.

tenant wishes to terminate the lease contract early, they must strictly follow the early termination clause included in their signed lease contract. This clause, if present, typically outlines the notice period, penalties, or compensation required to end the lease contract prematurely.

However, in many cases, lease contracts do not include an early exit clause or fail to provide clear guidance on such scenarios.[538] When that happens, the tenant has no statutory right to terminate the lease contract unilaterally, because it needs the mutual consent, as stated under Article 7 of Law No. (26) of 2007. In such situations, the landlord is entitled to claim compensation for losses incurred due to the early termination. This compensation is usually determined by the landlord or resolved through legal dispute resolution mechanisms, often resulting in uncertain or inconsistent outcomes.

In essence, the absence of a specific legal article regulating the early termination of lease contracts by tenants creates a legal gap, leaving tenants exposed to potentially high financial liability and limiting their flexibility to terminate the lease contracts, even in genuine hardship situations.

Furthermore, another deficiency that landlords face in the applicable rental laws in Dubai is their dependence on real property brokers and centralised systems, which can result in delays, miscommunication, and inconsistent enforcement of contractual obligations.[539] Blockchain can eliminate this inefficiency by enabling smart contracts, self-executing contracts coded on the blockchain that automatically enforce the terms

[538] Abdullah, *Reasons for Evacuating the Leased Property,* 142.
[539] Ibid., 183.

of a lease contract.[540] For instance, if a tenant fails to pay rent by the agreed deadline, the smart contract could automatically trigger a notice or initiate penalty clauses without manual intervention. This not only streamlines enforcement but also protects landlords from non-compliance or late payments.

Moreover, blockchain enhances transparency in rental pricing and tenant records. By providing a secure and accessible history of prior transactions, landlords can verify a tenant's rental history, payment behaviour, and compliance record before entering into a lease contract. This reduces the risk of rent default and tenant fraud, thereby strengthening the landlord's ability to make informed leasing decisions. Another important aspect is cost efficiency and dispute reduction. By minimising intermediaries and providing real-time verification of transactions, blockchain lowers administrative costs and decreases the likelihood of disputes reaching formal adjudication. In the event of a legal dispute, blockchain records serve as admissible and reliable evidence, reducing reliance on conflicting narratives and protecting the landlord's position.[541] Finally, adopting blockchain aligns with the UAE's broader digital transformation goals, particularly its vision to become a leader in innovative governance and technology-driven legal infrastructure.[542] It offers a scalable and future-proof solution to long-standing challenges in lease management, thereby improving investor confidence in the real property market.[543]

540 Saravanan Krishnan, et al, *Handbook of Research on Blockchain Technology,* (UK: Academic Press, 2020), 66.
541 Tharwa Najar, et al., *Handbook of Research on Blockchain Technology and the Digitalization of the Supply Chain*, (US: IGI Global, 2023), 119.
542 UAE, "Digital Economy," UAE, 2025, https://u.ae/en/about-the-uae/economy/digital-economy, accessed on 4 May 2025.
543 Saravanan Krishnan, et al., *Blockchain for Smart Cities*, (UK: Elsevier 2021), 81.

Despite the existence of Dubai rental laws, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, governing lease contracts, a considerable degree of ambiguity persists, particularly regarding the interpretation and application of specific terms and conditions. This ambiguity arises from the fact that existing laws tend to focus primarily on the general principles governing lease contracts, while neglecting the detailed provisions that are essential for ensuring clarity and balance between the parties.

For example, a tenant enters into a five-year lease contract for a commercial real property in Dubai. The lease contract includes a clause stating that the rent may be increased "in accordance with market conditions." However, the lease contract does not specify the percentage of increase or the method of determining "market conditions." When the landlord attempts to increase the rent by 20% after two years, the tenant disputes the hike, arguing it is excessive and unsupported by any formal valuation.[544]

From a practical perspective, the views expressed by the respondents involved in this study highlight several legal deficiencies in the effectiveness of the applicable rental laws in Dubai, UAE. Specifically, the need for modernisation was highlighted by Respondent (5) who stated that, *"There is no digital enforcement. Everything depends on outdated legal procedures."*[545] This reflects the pressing need to incorporate technology, such as blockchain and smart contracts, to streamline rental processes and reduce delays related to disputes. Additionally, Respondent (8) addressed the absence

[544] Suad Bahi Mansouri, "Lease Contract: A Comparative study between Dubai and Algerian Laws." (Algeria: Kasdi Merbah Ouargla University, Master Thesis, 2019), 102.
[545] Respondent (5), Judge, office, 04/04/2021.

of a statutory provision that regulates the early termination of the lease contract. This often leaves tenants financially vulnerable. According to him,

> *"The lack of a clear legal provision allowing tenants to terminate lease contracts early places them in a vulnerable position, as they might face the risk of substantial financial penalties and have little room to end a lease contract even when facing genuine hardship."*[546]

Based on the above, the perspectives shared by the respondents involved in this study underscore notable legal deficiencies in Dubai's rental laws requiring urgent reform. The reliance on outdated legal procedures demonstrated the necessity of integrating modern technological solutions, such as blockchain, to facilitate enforcement and reduce procedural delays.

Moreover, the absence of a statutory provision regulating early lease termination creates a legal gap that places tenants in a financially vulnerable position by exposing them to substantial penalties and restricting their ability to terminate contracts even in cases of genuine hardship. Addressing these deficiencies through legislative amendments would strengthen Dubai's rental laws, promote fairness, and align Dubai's rental sector with contemporary best practices.

4.2.2 The Legal Deficiencies in Terms of the Scope of the Applicable Rental Laws in Dubai, UAE

Article 3 of Law No. (33) of 2008 delineates the scope of application of the law. It stipulates that the provisions of Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, shall apply to all leased real property within the emirate.

[546] Respondent (8), Legal practitioner, Office, 30/03/2021.

However, the law explicitly excludes hotel establishments and properties allocated by natural or legal persons for the accommodation of their employees without charging rent. This exemption reflects the legislator's intent to limit the law's applicability to commercial and residential rental transactions involving financial consideration, thereby distinguishing them from non-commercial or hospitality-related arrangements.[547] Critically, Article 3 of Law No. (33) of 2008 does not regulate residences occupied under emergency or temporary occupancy permits. This creates a legal vacuum for tenants residing in government-issued or crisis-based accommodations.

Furthermore, in relation to the duration of lease contracts, it is worth noting that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not establish a maximum limit for the lease term that the parties may agree upon. Given that a lease contract is, by nature, a time-bound contract, intended to grant the tenant a temporary right of use, the absence of a statutory ceiling for lease duration raises several legal and economic concerns. Specifically, these lease contracts can result in significant disadvantages for landlords. For instance, such lease contracts may hinder the circulation of capital and restrict the landlord's ability to adjust rental values in response to market fluctuations. [548]

Moreover, the extended duration of occupancy may inadvertently shift the balance of power in favour of the tenant, thereby weakening the landlord's ability to renegotiate

[547] Law No. (33) of 2008, Article 3.
[548] Nour Al-Abd Al-Razzaq, "Applying the Theory Of Contingent Circumstances To Lease Contracts In Light of the Corona Pandemic," *Kuwait International Law College Journal* 34, no.2 (2021): 73.

terms or recover the real property when necessary. This legislative omission requires reconsideration and potential reform.

Additionally, it is worth noting that numerous legal systems, particularly in the Arab and Gulf regions, have recognised the importance of regulating maximum lease durations as a means of safeguarding both economic fluidity and real property rights. These jurisdictions have enacted legislative provisions that set a statutory upper limit on the lease period, especially in contexts involving residential, agricultural, or commercial real property.

For instance, in Kuwait, Article 2 of Kuwaiti Civil Law No. (67) of 1980 limits lease contracts for residential real property to a maximum of 15 years, unless they are renewed. In Egypt, Article 563 of the Egyptian Civil Law No. (131) of 1948 similarly restricts the duration of the lease contract to 60 years, regardless of the type of real property. This statutory ceiling reflects the influence of traditional usufruct principles, specifically aligning with the customary legal term associated with the *right of Hekr*.[549]

However, in accordance with Article 11 of the Real Estate Registration Law No. (114) of 1946 in Egypt, a lease contract must be formally registered if its duration exceeds nine years in order to be legally effective and enforceable against third parties. In contrast, where the duration of the lease contract is less than nine years, it is sufficient

[549] "Hekr" (or "hikre") in Egyptian legal and customary practice is a traditional usufruct right. This right allows a person (the usufructuary) to use and benefit from another's property, often agricultural or real estate, for a long term, typically paying a fixed, low rent without acquiring ownership of the property. The use granted under hekr is inherited and transferable, thus enabling the usufructuary to pass on or assign the right to others, distinguishing it from simple lease contracts. This right is rooted in customary law and Islamic legal principles, where usufruct (*haqq al-intifa'*) is recognised as a real right that permits use and enjoyment of property without full ownership. It evolved historically within Egypt's land tenancy and waqf systems, often linked to state or religious landholdings.

to establish the date of the contract through appropriate documentation, without the necessity of formal registration, for the contract to have legal effect vis-à-vis third parties. This distinction reflects a legal balance between the administrative efficiency required for short-term leases and the greater formality and public notice necessary for long-term real property arrangements. Based on the previous comparative, a broader regional trend toward legislative clarity and limitation of long-term leaseholds serves to balance the interests of landlords while maintaining the functionality and circulation of real property within the real property market.[550]

Additionally, there is a significant legislative omission in Dubai's rental laws. Specifically, there are no provisions addressing endowment (*Waqf*) lease contracts. This creates a legislative gap in the rental law concerning these types of lease contracts.

Moreover, with regard to Article 27 of Law No. (26) of 2007, which regulates the continuity of lease contracts upon the death of either party, the law currently provides that the lease contract does not automatically terminate upon the death of the landlord or the tenant. Instead, the lease relationship continues with the heirs, unless the tenant's heirs elect to terminate it. In such cases, termination may only take effect following the lapse of at least thirty days from the date the landlord is notified, or upon the contractual expiry date, whichever occurs first.[551] This negatively impacts landlords by delaying their ability to reclaim and relet the leased real property. Additionally, landlords may face administrative burdens in dealing with multiple heirs, which can complicate enforcement and communication. This limits the landlord's flexibility and control over the real property during a transitional period.

[550] Al-Razzaq, 73.
[551] Law No. (26) of 2007, Article 27.

Besides, Article 27 of Law No. (26) of 2007 does not mention business partners or co-founders who are not legal heirs. This creates a legal gap in the case of commercial leases where a tenant operates the business in partnership.

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents in this study exhibit several deficiencies in terms of the scope of the applicable rental laws in Dubai, UAE. For instance, Respondent (1) highlights a legislative blind spot. For instance, emergency housing (such as temporary permits) is unregulated. He stated that

> *"One major issue we encounter is the narrow scope of Article 3 of Law No. (33) of 2008. It does not address properties granted under emergency occupancy permits. These types of temporary housing fall into a legal grey zone with no protections or clear rules."*[552]

Respondent (2) warns against the risks of unlimited lease terms, which may freeze real property circulation and disadvantage landlords. She argued that,

> *"There is no statutory cap on lease duration under the current law. We have seen disputes where long-term lease contracts, sometimes exceeding 20 or 30 years, create imbalance and deprive landlords of flexibility."*[553]

Respondent (3) notes a significant omission. Specifically, there are no tailored provisions for *Waqf* real properties, which require unique rules due to their religious function. He argued that,

[552] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[553] Respondent (2), Academic, office, 01/04/2021.

> *"Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, are completely silent on Waqf properties, even though they constitute a large share of rental real property in the UAE."*[554]

Respondent (4) argues that Article 27 of Law No. (26) of 2007 is too narrow, as it excludes business partners who may be operationally involved in commercial leases. He stated that,

> *"Article 27 only recognises heirs in continuing the lease contract upon the death of the tenant or landlord. But in commercial lease contracts, business partners often operate jointly with the tenant. The law should be more inclusive to reflect these realities and ensure continuity of business operations."*[555]

Based on the above, the interview responses highlight critical deficiencies in the scope of applicable rental laws in Dubai, UAE. First, the absence of regulation for emergency housing, such as properties granted under temporary occupancy permits, creates a legal vacuum. Second, the lack of a statutory cap on lease duration poses practical risks to landlords, particularly in cases involving excessively long-term lease contracts that restrict real property mobility and economic balance.

Third, the omission of specific provisions for *Waqf* real properties highlights the law's failure to address the unique characteristics and religious significance of such real property, despite its prevalence in the UAE. Lastly, the narrow interpretation of Article 27 of Law No. (26) of 2007, which limits lease succession to legal heirs, overlooks the operational roles of business partners in commercial lease contracts. These concerns underscore the pressing need for legislative reform that reflects the intricate realities

[554] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.
[555] Respondent (4), Judge, office, 04/04/2021.

of Dubai's rental market and ensures legal certainty, fairness, and inclusivity for all stakeholders.

4.2.3 The Legal Deficiencies in Terms of the Obligations of the Landlord and the Tenants in the Applicable Rental Laws in Dubai, UAE

Again, Article 15 of Law No. (33) of 2008 imposes a legal obligation on the landlord to deliver the leased real property to the tenant in a good condition suitable for its intended use. This reflects the legislator's intention to uphold the tenant's right to effective use of the leased real property and to impose minimum standards of habitability and utility at the commencement of the lease term. However, Article 15 of Law No. (33) of 2008 does not provide an explicit remedy or specify the legal consequences for the landlord's breach of this duty.

Additionally, Article 18 of Law No. (26) of 2007 obligates the landlord to provide the tenant with the necessary approvals or no-objection letters required by official authorities in the Emirate whenever the tenant wishes to carry out decoration or other non-structural works.

However, several legal deficiencies arise. First, landlords may delay or arbitrarily refuse to issue approvals, disrupting tenants' plans and potentially causing financial loss, especially in commercial contexts. Second, the article lacks a defined timeframe for the landlord's response and provides no enforcement mechanism, leaving tenants without a straightforward legal remedy in case of non-compliance. Third, the phrase "affecting the structure" is vague and may lead to disputes over the scope of permissible work.

Furthermore, as stated before, Article 19 of Law No. (26) of 2007 establishes the tenant's obligation to pay rent on time and to maintain the leased real property in a manner that a reasonable person would maintain their own home. It further prohibits the tenant from making any alterations or undertaking restoration or maintenance works without the landlord's permission and the necessary licenses from competent authorities, except for agreed-upon or customary tasks.

However, Article 19 presents several legal deficiencies from the landlord's perspective. Enforcement is challenging, as unauthorised changes or poor maintenance may go unnoticed until damage has occurred, resulting in costly legal action. Additionally, the vague reference to what is "customary for tenants to undertake" creates room for disagreement and inconsistent interpretations. There is also a risk that tenants may proceed with unlicensed work, exposing the landlord to potential regulatory liability. Moreover, the absence of a standardised approval or inspection process allows variations in how such works are handled, which can affect the real property's long-term value.[556]

In the specific context of commercial real property, there is a legislative gap in Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. It did not require tenants to place movable property within the leased real property that would be sufficient to guarantee rent payment. Such a requirement would enable the landlord to seize those movables to recover the rent, provided they are not exempt due to the nature of the tenant's profession, such as items intended for retail sale. In addition, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not

[556] Mansouri, "Lease Contract: A Comparative study," 115.

include any explicit requirement for commercial tenants to provide additional financial guarantees, such as a personal guarantor, nor does it indicate whether such guarantees are mandatory, optional, or waived. This legal ambiguity may result in inconsistent judicial outcomes and weaken the landlord's ability to pursue remedies in the event of tenant default.

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents involved in this study exhibit the same concerns as those illustrated above. For example, Respondents (1) and (2) highlight that while landlords are obligated to deliver the leased real property in a good condition, the law is silent on the consequences of breaching this duty. This, in turn, undermines accountability and opens the door to landlord negligence without legal consequence. Therefore, codifying penalties would enhance enforceability and deter misconduct. Respondents (1) and (2), respectively, stated that,

> *"One of the recurring issues we encounter in rental disputes is the absence of a penalty clause in Article 15."*[557]

> *"While the law obligates landlords to deliver the real property in a good condition, it fails to define the legal consequences if this obligation is breached."*[558]

Respondent (3) notes that although Article 18 of Law No. (26) of 2007 obliges landlords to provide necessary approvals (such as no-objection letters) when tenants wish to carry out decoration or non-structural works, in real-life situations, some

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[557] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[558] Respondent (2), Academic, office, 01/04/2021.

landlords either delay issuing these approvals or reject them without valid justification. He stated that,

> *"Although Article 18 requires landlords to give approvals for decoration works, in practice, some landlords delay or refuse without reason. Besides, there is no set deadline."*[559]

Respondent (5) points out that although Article 19 sets rules for tenants to maintain the leased real property and avoid unauthorised changes, it is difficult for landlords to monitor. Often, they only notice problems after damage has occurred, making enforcement too late and costly. Respondent (5) stated that.

> *"Article 19 sounds good in theory, but in practice, it is hard to enforce. Landlords often discover unauthorised work or poor maintenance too late, when the damage is already done."*[560]

Respondent (6) highlights a legal weakness. There is no requirement for commercial tenants to leave behind valuable movable property (such as furniture, equipment) that could serve as collateral for unpaid rent. According to him,

> *"Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 should obligate tenants to keep movable assets in the real property as a guarantee; otherwise, the landlords are left with no real way to recover rent unless there is a court battle."*[561]

Respondent (9) refers to the lack of legal clarity on whether commercial tenants should provide a personal or corporate guarantor, someone who would pay the rent if the tenant defaults. Without this requirement, landlords might be exposed to significant

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[559] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.
[560] Respondent (5), Judge, office, 04/04/2021.
[561] Respondent (6), Legal practitioner, Office, 28/02/2021.

risk, especially if the tenant suddenly closes their business or disappears, making it challenging to recover unpaid amounts.

> *"There is no mention in the law about whether a commercial tenant needs to provide a guarantor."*[562]

Respondent (10) points to an inconsistency in judicial rulings. Since the law does not clearly define what financial guarantees are required or enforceable, judges make different decisions in similar cases. Some accept informal agreements or verbal guarantees, while others do not, resulting in legal uncertainty and making it more difficult for landlords to protect their rights in advance. According to him,

> *"The lack of clear rules on financial guarantees in commercial leases leads to very different court decisions. Some judges accept informal terms, others do not, and that uncertainty makes it harder for landlords to protect their rights."*[563]

The perspectives gathered from the respondents reveal significant deficiencies within Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. Despite the existence of provisions that impose duties on both landlords and tenants, the law remains notably silent on the legal consequences of non-compliance, particularly concerning the landlord's obligation to deliver the leased real property in good condition.

This absence of defined penalties weakens accountability and opens the door to potential negligence without enforceable recourse. Similarly, the lack of a clear timeline or enforcement mechanism regarding landlords' duty to provide necessary

[562] Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021.
[563] Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021.

approvals creates uncertainty and procedural inefficiency, undermining tenants' ability to exercise their contractual rights on time.

Additionally, enforcement challenges surrounding tenant obligations under Article 19, particularly with respect to maintenance and unauthorised alterations, highlight the reactive and often ineffective nature of existing legal protections. In the context of commercial leasing, the lack of mandatory financial safeguards, such as requirements for movable assets or guarantors, exposes landlords to elevated financial risk, compounded by inconsistent judicial interpretations due to legislative ambiguity.

In conclusion, the above deficiencies underscore the urgent need for legislative reform. This would serve to protect the rights of both landlords and tenants while enhancing predictability, judicial consistency, and overall confidence in Dubai's rental market.

4.2.4 The Legal Deficiencies in terms of the Rent Deposit Procedures in the Applicable Rental Laws in Dubai, UAE

Law No. (33) of 2008 provides for the issuance of legal notices to tenants for unpaid rent and outlines eviction procedures. [564] However, it does not explicitly address the legal effect of a judicial notice demanding an amount greater than the actual rent owed.[565] So, it is argued that it is unclear whether such an overstated demand would invalidate the notice and thereby preserve the tenant's right to remain in the leased real property despite non-payment. There is indeed ambiguity under this law about whether such an overstated demand would invalidate the notice and thereby affect the tenant's right to remain in the leased property despite non-payment.

[564] Law No. (33) of 2008, Article 25 (1)(a).
[565] Mansouri, "Lease Contract: A Comparative Study," 118.

Moreover, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 lacks any explicit provision governing the deposit of rent payments into the court's treasury in the event of a dispute. This legislative silence raises uncertainty about whether such a deposit constitutes valid fulfilment of the tenant's rent obligation, thereby leaving the issue to the discretion of the judiciary and potentially resulting in inconsistent outcomes across similar cases.

In contrast, comparative jurisprudence provides greater clarity. For example, the Jordanian Landlords and Tenants Law No. (62) of 1953 has adopted a more progressive and structured approach to addressing similar legislative ambiguities in Article 14.[566] This legislative clarification provides legal certainty, protects tenants from claims of default, and establishes a clear procedural pathway for discharging rental obligations in good faith. Furthermore, the *Jordanian Court of Cassation*, in Case No. 263/1986, held that:

> "The deposit of the real estate rent with the treasury of the court located within the jurisdiction of the real property constitutes a valid legal deposit and a proper discharge of the tenant's obligation. Conversely, depositing the rental amount with a court that lies outside the territorial jurisdiction of the leased real property does not constitute legal payment, and the tenant, in such cases, shall be considered in default."[567]

[566] If the landlord refuses to receive the rental allowance, then the deposit of the rent from the tenant in the landlord's bank account on the due date or in the fund of the court in which the real property is located within its jurisdiction, is considered as fulfillment of the rent, provided that the landlord is notified of the deposit within two weeks from the date of deposit and invited to receive it for a fee paid by the depositor.
[567] *Jordanian Court of Cassation*: Case No. 263/1986.

This precedent highlights the importance of territorial and procedural accuracy in rental disputes. It underscores the need for the UAE legislator to address this matter explicitly to avoid ambiguity and to ensure consistency in judicial application.

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents involved in this study exhibit several legal deficiencies in terms of the rent deposit procedures in the applicable rental laws in Dubai, UAE. For instance, Respondent (2) identifies a legislative loophole in Dubai's rental law. It does not clearly state whether depositing rent in the court fund (when the landlord refuses to accept it) constitutes a legally valid payment. Critically, without an explicit provision, judges have to rely on discretion, leading to inconsistent court rulings. Some may accept the deposit as payment; others may not. According to her,

> *"The absence of a provision explicitly recognising rent deposits made into the court fund as valid payment is a serious gap. Tenants trying to comply with their obligations are still seen as defaulters simply because the law doesn't protect that form of payment."*[568]

Finally, Respondent (10) is calling for legislative clarity to reduce unnecessary legal friction. Clear rules on rent deposit procedures would prevent repetitive disputes and bring much-needed stability to Dubai's rental laws. He argued that,

> *"Clarity is essential in dispute prevention. Ambiguities in rent deposit jurisdiction and court obligations create friction. Codifying these elements would greatly reduce repetitive litigation and foster legal stability in Dubai's rental sector."*[569]

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[568] Respondent (2), Academic, office, 01/04/2021.
[569] Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021.

Based on the above, the insights gathered from the respondents in this study reveal critical procedural shortcomings within Dubai's current rental laws, particularly under Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. The key area of concern emerges. The absence of explicit legal provisions regarding the deposit of rent into the court treasury. The legislative silence on whether such rent deposits constitute valid payment leaves room for judicial discretion, which in turn leads to inconsistent rulings and legal uncertainty for tenants seeking to comply in good faith. This not only undermines contractual predictability but also increases the risk of tenants being unfairly deemed in default.

In conclusion, the above fact underscores the importance of clear and precise statutory language in mitigating uncertainty, safeguarding the rights of all parties, and fostering consistency and efficiency within Dubai's rental market. Legislative clarity in the above area is essential to uphold the principles of legal certainty, procedural fairness, and trust in the regulatory system.

4.2.5 The Legal Deficiencies in Terms of Increasing the Rent in the Applicable Rental Laws in Dubai, UAE

Article 10 of Law No. (26) of 2007 provides that the RERA is entrusted with the responsibility of establishing standards for determining rental increase rates in the emirate, taking into account the prevailing economic conditions.[570] Although the effect of Article 10 is to authorise RERA to approve rent increases when deemed necessary in response to economic indicators, it does not provide complementary authority to

[570] Law No. (26) of 2008, Article 10.

reduce rents, which creates an imbalance in the rental relationship, particularly during periods of currency devaluation or economic downturns.

Moreover, Article 9 of Law No. (33) of 2008 requires landlords and tenants to specify the rent amount in the lease contract. In cases where the rent is not specified and cannot be proven, the Tribunal[571] is empowered to determine the rental value based on the rent of similar properties. In doing so, the Tribunal considers various factors, including RERA's rent increase guidelines, the economic conditions in the Emirate, the condition of the real property, prevailing rents in comparable properties within the same area, and any other factors it deems relevant. While this mechanism aims to ensure fairness, it presents several legal deficiencies from the landlord's perspective. Chief among these is the uncertainty and subjectivity involved in rent determination, which may not accurately reflect the real property's unique features or recent upgrades. The broad discretion granted to the Tribunal can lead to inconsistent rulings, undermining landlords' ability to predict income and manage investments effectively.

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents, who participated in this study, identified several legal deficiencies in terms of increasing the rent in the applicable rental laws in Dubai, UAE. For instance, Respondent (1) highlights a legislative imbalance. While RERA can approve rent increases during periods of economic growth, there is no mechanism in place to reduce rent when the economy weakens or during times of inflation or currency depreciation. This means tenants may continue

[571] The special tribunal aims to determine disputes between landlords and tenants.

to pay high rent even when market conditions justify a reduction, leading to unfairness in the rental relationship. He stated that,

> *"RERA has the authority to raise rents based on economic indicators, but there is no similar authority to reduce rents when the market declines."*[572]

Also, the Respondent (6) addresses the subjectivity in rent valuation. The Tribunal has broad discretion when setting rent in the absence of a specified amount. This unpredictability can disrupt landlords' financial planning, especially for long-term investments. According to him,

> *"Article 10 assumes that rental values can be set uniformly based on area, but that does not reflect reality. Two neighbouring real properties can differ a lot in condition or quality; it is not reasonable to apply the same rent just because they are close by."*[573]

In the same vein, Respondent (8) agreed with the statement provided by Respondent (6). According to him,

> *"The Tribunal's rent assessments do not always reflect a real property's unique features or recent improvements. The process feels too subjective."*[574]

Based on the above, it is crucial to note that the findings from the respondents in this study highlight several significant legal deficiencies within Dubai's rental laws, particularly under Law No. (26) of 2007 and its subsequent amendment, Law No. (33) of 2008. A key concern raised is the legislative imbalance whereby the RERA is granted authority to approve rent increases in response to economic growth. Yet, no

[572] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[573] Respondent (6), Legal practitioner, Office, 28/02/2021.
[574] Respondent (8), Legal practitioner, Office, 30/03/2021.

equivalent mechanism exists to mandate rent reductions during periods of economic decline, inflation, or currency depreciation. This creates structural unfairness in the landlord–tenant relationship.

Additionally, the respondents highlight significant procedural subjectivity in the rent valuation process, particularly when rental amounts are not specified in the contract. The Tribunal's discretion allows for inconsistent and unpredictable rent assessments, which can undermine landlords' financial planning and investment confidence. These concerns underscore the need for legislative reform to establish objective, transparent, and equitable rent assessment mechanisms that balance the interests of both parties and foster stability in Dubai's rental market.

4.2.6 The Legal Deficiencies in Terms of Sublease or Sub-tenant in the Applicable Rental Laws in Dubai, UAE

Subleasing constitutes one of the contractual options recognised by the legislator for tenants within Dubai.[575] Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, allowed the original tenant to relet the leased real property, or a part thereof, to a third party. In such a situation, the original tenant assumes the role of landlord in the new contractual relationship, and the transaction is legally recognised as a sublease.[576]

575 Muhammad Al-Marzouqi, "Sublease, An Option Made Available by Law To The Tenant In The Emirate Of Dubai," Muhammad Al-Marzouqi, 2019, https://blog.ml-advocates.com/, accessed on 7 May 2025.
576 Fahad Aftan Omeish Al-Mutairi, "The Rule of Sublease in The Kuwaiti Real Estate Law and Islamic Jurisprudence." *Journal Of the Faculty of Sharia and Law in Tafhouna Al-Ashraf – Dakahlia* 24, no. 3 (2022): 2252.

According to Article 2 of Law No. (33) of 2008, the UAE legislator defines the sub-tenant as: "a natural or legal person who is entitled to use real property or any part thereof pursuant to a lease contract entered into with the tenant." This definition clarifies that a sublease does not establish a direct legal relationship between the sub-tenant and the landlord of the real property; instead, it is governed by the contractual terms agreed upon between the original tenant and the sub-tenant, subject to the limitations and requirements imposed by the governing rental laws.

Regarding the duration of the sublease contract, Article 8 of Law No. (26) of 2007 stipulates that a sublease contract is inherently dependent on the primary lease contract. Therefore, the sublease contract automatically terminates upon the expiry of the main lease contract unless the landlord expressly consents to its extension. This principle might protect the landlord's ownership rights and prevent unauthorised occupation. Besides, it ensures that tenants do not grant greater rights than they possess.

Moreover, unless the lease contract specifies otherwise, the tenant is responsible for paying all government fees and taxes related to the use of the leased real property. This includes any charges imposed by government entities or departments. Additionally, if the tenant chooses to sublease the real property, the tenant is also required to cover any fees or taxes associated with that sublease contract, as stated in Article 22.[577] This protects the landlord and sub-tenant from unexpected liabilities. However, to avoid disputes, it is essential that the lease or sublease contract clearly defines the parties'

[577] Law No. (26) of 2007, Article 22.

responsibilities. Silence or ambiguity in the lease or sublease contract may lead to legal uncertainty, so written contracts are key for clarity and enforcement.

According to the Dubai legislator, it is evident that the law permits the tenant to sublease the real property to a third party for profit or any other lawful purpose, provided that such subleasing does not result in harm to the landlord of the real property. Importantly, the tenant must obtain the landlord's express consent as a prerequisite for executing a sublease contract, as stated under Article 24.[578] This protects the landlords' authority over their real properties and prevents unauthorised occupation.

Regardless of the above, Article 24 of Law No. (26) of 2007 may nonetheless present several negative implications. For instance, it does not prohibit subleasing outright but makes it conditional upon written consent, placing the burden on the landlord to actively monitor compliance. Failure to do so may result in unauthorised occupancy and loss of control over the real property's use. Even when consent is given, there is a risk that sub-tenants may not meet the same financial or behavioural standards as the original tenant, potentially leading to misuse of the leased real property or violations of the terms of the lease contract.

Furthermore, the landlord may face procedural challenges in removing unauthorised sub-tenants, particularly if they were unaware of the sublease. These challenges underscore the importance of clearly defined subletting clauses within lease contracts

[578] Law No. (26) of 2007, Article 24.

and the necessity for regulatory safeguards to safeguard landlords' ability to manage and enforce the terms of occupancy.

Additionally, under Law No. (33) of 2008, the landlord has the legal right to terminate the lease contract and evict the tenant before the period of the lease contract ends if the tenant sublets the real property or any part of it without obtaining the landlord's written consent, as specified in Article 25 (1) (b) of Law No. (33) of 2008. From a judicial standpoint, the issue of evicting a tenant due to unauthorised subleasing has been directly addressed by the RDSC. In a notable decision, the RDSC ruled in favour of the landlord of the real property, ordering the eviction of a female tenant who had sublet the real property without obtaining the landlord's prior written consent, as required by law.[579]

Furthermore, it is worth noting that the legal impact of Article 25 (1) (b) extends to both the tenant and the sub-tenant. Both must vacate the leased real property.[580] However, the sub-tenant retains the right to sue the tenant for damages or compensation.[581] This balances fairness by allowing the sub-tenant, who may have acted in good faith, to seek compensation from the party at fault, the tenant.

Regardless of the previous, Article 25(1)(b) still presents several negative implications for landlords. First, the eviction process may involve procedural delays and legal challenges, especially if the sub-tenant contests the eviction or claims ignorance of the

[579] *Rental Disputes Settlement Centre (RDSC)*: Case No. 14/329/2018.
[580] Law No. (33) of 2008, Article 25 (1)(b).
[581] In its judgment, the RDSC further clarified that the sub-tenant's right to pursue compensation from the original tenant remains legally preserved. See, *Rental Disputes Settlement Centre (RDSC)*: Case No. 42/233/2017.

unauthorised arrangement,[582] thereby postponing the landlord's ability to regain possession of the leased real property. Moreover, unauthorised sub-tenants may misuse the leased real property or violate the original lease terms, resulting in real property damage or unlawful use before the issue is even discovered. While the sub-tenant is granted the right to claim compensation from the tenant, the landlord is not entitled to any form of compensation despite potentially suffering financial losses, rental disruption, or deterioration of the leased real property. The burden of identifying and pursuing unauthorised subletting rests entirely on the landlord, who must initiate enforcement actions and bear the associated costs. These challenges underscore the need for more robust preventive measures and clearer procedures to safeguard the rights and interests of landlords effectively.

Furthermore, according to Article 30 of Law No. (26) of 2007, if the Tribunal issues a decision terminating the primary lease contract between the landlord and the tenant, and the real property is currently occupied by a sub-tenant who holds a valid sublease contract, entered into with the tenant and duly approved by the landlord, the sub-tenant retains the right to continue occupying the leased real property under the terms of that sublease. This might protect the legal interests of sub-tenants who have obtained proper authorisation, thereby ensuring continuity and contractual stability for third parties acting in good faith.

Despite the protective intention behind Article 30 of Law No. (26) of 2007, which allows a sub-tenant to remain in the leased real property following termination of the main lease contract, presents several challenges for landlords. One major issue is the

[582] Ahmed Sharaf El-Din, *The Lease Contract in Civil Law Jurisdictions: Focusing on UAE, Oman, and Jordan*, (Egypt: Egyptian General Book Authority, 2019), 44.

limitation on reclaiming the leased real property; even after lawfully terminating the lease with the primary tenant due to breach or default, the landlord may be unable to regain possession if a sub-tenant occupies the leased real property under a valid sublease contract. This restriction impedes the landlord's ability to repurpose or relet the leased real property.

Additionally, landlords may be compelled to honour the sublease terms and duration, which may conflict with their current business or investment plans, particularly if the sublease extends significantly beyond the termination date of the main lease. Another concern is the limited control landlords have over sub-tenants, as there is often no direct contractual relationship between the landlord and the sub-tenant. This lack of privity complicates the enforcement of obligations such as the proper use and maintenance of the leased real property and may hinder efficient dispute resolution. These challenges highlight the need for more robust legal safeguards to protect landlords' rights in a sublease contract.

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents involved in this study exhibit several legal deficiencies in terms of the sublease or sub-tenant in the applicable rental laws in Dubai, UAE. They revealed the same concerns as those illustrated above. For instance, Respondent (1) argued that Article 24 does not ban subleasing; instead, it subjects it to the landlord's written consent. This creates a legal environment where the responsibility for enforcement is passive and reactive, requiring landlords to monitor whether tenants are subleasing without consent. If unauthorised subletting occurs without the landlord's knowledge, it may result in unauthorised occupancy, potentially compromising real property standards, use, and security. This reactive system places a significant monitoring burden on landlords. He stated,

> *"Article 24 does not prohibit subletting altogether; it just makes it conditional. That means the burden is on landlords to monitor whether their real property is being subleased legally. If a tenant goes ahead without our knowledge, landlords could suddenly find unauthorised occupants living in the real property, which puts us at risk of losing control over its use."*[583]

Additionally, Respondent (2) highlighted that even with consent, landlords face the risk that sub-tenants may not adhere to the same behavioural or financial standards as the primary tenant. According to him,

> *"In my opinion, even when landlords do approve a sublease, there is no assurance that the sub-tenant will be as reliable as the original tenant. They might misuse the leased real property, delay payments, or violate key terms of the lease."*[584]

Besides, Respondent (4) criticised that Article 30 permits sub-tenants to remain in the leased real property even if the primary lease contract is terminated, provided the sublease remains valid. Accordingly, this creates a legal barrier to repossession for landlords, undermining their ability to relet, renovate, or repurpose the leased real property. He indicated that,

> *"From a judicial perspective, Article 30 places landlords in a difficult position. Even after lawfully terminating the primary lease contract due to breach or non-payment, the landlord cannot immediately reclaim the leased real property if a sub-tenant is still residing there under a valid sublease. This limitation often leads to*

[583] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[584] Respondent (2), Academic, office, 01/04/2021.

disputes and delays in restoring possession, which the court must navigate carefully."[585]

Further, Respondent (5) focused on the ongoing tension between sub-tenant protection and landlord autonomy. According to him, courts often side with sub-tenants when their rights under a valid sublease conflict with a landlord. He stated that,

> *"The challenge we frequently see in court is the clash between protecting sub-tenant rights and upholding landlords' ability to manage their leased real property. When a sublease runs far beyond the main lease contract, landlords are forced to respect those terms, even if they interfere with plans for sale, renovation, or new tenants."*[586]

Moreover, Respondent (6) highlighted the fact that the legal process to evict an unauthorised sub-tenant is described as lengthy, costly, and unclear, particularly when landlords are unaware of the sublease. Sub-tenants may contest eviction, claim ignorance, or rely on procedural protections that delay enforcement. This creates significant obstacles to regaining possession of the leased real property, underscoring the need for statutory reforms that streamline the eviction process in such cases. According to him,

> *"I could say here that removing an unauthorised sub-tenant can be a complicated and slow legal process, especially when the landlords were not even aware they were there. That is why we need clearer legal safeguards and more control mechanisms in place."*[587]

[585] Respondent (4), Judge, office, 04/04/2021.
[586] Respondent (5), Judge, office, 04/04/2021.
[587] Respondent (6), Legal practitioner, Office, 28/02/2021.

Similarly, Respondent (8) agreed with Respondent (8) that the eviction process causes delay. He added that Article 25(1)(b) lacks procedural clarity regarding the eviction of unauthorised sub-tenants. When sub-tenants challenge the eviction, claiming ignorance, landlords are unable to act swiftly. He stated that,

> *"As a lawyer, I often see landlords struggle with Article 25(1)(b), particularly when trying to evict unauthorised sub-tenants. The process can be slow and complicated, especially if the sub-tenant disputes the eviction or claims they were unaware of any wrongdoing."*[588]

Furthermore, Respondent (7) illustrated that the current legal structure allows sub-tenants to claim damages from tenants but does not legally and officially grant landlords equivalent rights. This means that landlords cannot recover losses from unauthorised subleasing, even in cases involving real property damage, rental loss, or legal costs. He stated that,

> *"From an administrative standpoint, what is troubling is that while the law allows sub-tenants to seek compensation from the tenant, it does not offer the same protection to landlords. The landlords' compensation claims are based on the discretion of the related authority."*[589]

Based on the above, it is argued that the above insights underscore a critical need for legislative reform to address the gaps within Dubai's rental laws. Reforms should aim to establish clearer subleasing procedures, equitable compensation rights, enhanced enforcement mechanisms, and stronger legal recognition of landlords' authority in cases involving unauthorised subletting. Only through such revisions can the legal

[588] Respondent (8), Legal practitioner, Office, 30/03/2021.
[589] Respondent (7), Chief executive officer, Interview by using e-mail, 12/07/2021.

framework achieve a fair and functional balance between tenant flexibility and landlord protection.

4.2.7 The Legal Deficiencies in Terms of Long-Term Lease Contracts in the Applicable Rental Laws in Dubai, UAE

Dubai Administrative Decision No. (134) of 2013 stated that any lease contract with a term of no less than ten (10) years and no more than ninety-nine (99) years shall be legally considered a "long-term lease contract".[590] Besides, it should be registered according to Article 9 of the Dubai Law No. (7) of 2006 concerning real property registration in Dubai."[591] However, Dubai's rental laws, specifically, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not address the complexities associated with long-term lease contracts.[592] So, they have been left to the discretion of local authorities and legislative bodies.[593] This, in turn, paves the way for several legal deficiencies for landlords.[594]

One of the most pressing legal deficiencies is the absence of a clear legal definition or scope for long-term lease contracts within Dubai's rental laws, specifically, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008.[595] Unlike other jurisdictions that distinguish between standard (regular lease contract) and long-term

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[590]Al Tamimi, "The Different Property Rights Available To Investors In Dubai,".
[591]Ravi Gill, "Registration of Leases in Dubai," Tamimi, 2014 https://www.tamimi.com/law-update-articles/registration-of-leases-in-dubai/#:~:text=134%20of%202013%20(%20%e2%80%9cresolution%e2%80%9d,accordance%20with%20dubai%20law%20no, accessed on 11 June 2025.
[592] Khater, 182.
[593] HHS Lawyers, "Lawyers, Legal Services, Examples of Rental Disputes in Dubai, Rental Disputes in The Emirate of Dubai," HHS Lawyers, 2023, https://hhslawyers.com, accessed on 6 May 2025.
[594] El-Din, *The Lease Contract in Civil Law Jurisdictions,* 72.
[595] Abdullah, *Reasons For Evacuating The Leased Property,*183.

lease contracts by providing different legal treatment,[596] Dubai's rental laws remain silent on this matter. This omission creates a legal grey area where long-term lease contracts are neither fully leasehold nor equivalent to ownership rights. This, in turn, undermines the legal certainty and predictability for long-term commercial or residential planning, thereby placing landlords at a disadvantage in managing their contracts.

Another legal deficiency is the delegation of authority over long-term lease contracts to local administrative bodies without the guidance of unified legal standards.[597] In practice, the regulation and enforcement of long-term lease contracts largely depend on the terms and conditions of these contracts and administrative discretion, resulting in inconsistencies in interpretation. Parties entering into long-term lease contracts must rely heavily on their negotiated terms, which may or may not be enforceable, depending on the court's discretion.[598] This leads to legal uncertainty and hinders the development of long-term lease contracts.

The absence of specific remedies or procedures tailored to long-term lease contracts further exacerbates the problem.[599] Disputes arising from breach, early termination, or misuse of leased real property are currently governed by general contract principles rather than a specialised legal framework. This is problematic because long-term lease contracts often involve substantial tenant investments, such as structural

[596] Belgium recognises long-term leases typically up to 9 years or more, with specific legal provisions governing duration and tenant protections. France has established long-term residential leases, normally lasting 3 years or longer, with tenant protections and regulated rent increases. Germany offers open-ended leases with robust tenant protections, thereby facilitating long-term leasing arrangements.
[597] Abdullah, *Reasons For Evacuating The Leased Property,*183.
[598] Khater, 184.
[599] El-Din, *The Lease Contract in Civil Law Jurisdictions,* 107.

improvements or business development plans, which are insufficiently protected under the existing laws.[600] Similarly, landlords face a lack of procedural clarity when seeking to address defaults or reclaim possession of the leased real property under long-term lease contracts.[601] From an economic standpoint, the absence of clear regulation for long-term lease contracts within Dubai's rental laws, specifically, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 would undermine investor confidence and market transparency due to uncertainty regarding rights, remedies, and enforceability in long-term lease contracts. Besides, it may also weaken Dubai's position in attracting institutional tenants, foreign investors, and long-term commercial occupants.

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents involved in this study exhibit several legal deficiencies in terms of the long-term lease contracts in the applicable rental laws in Dubai, UAE. For instance, Respondent (1) focused on a fundamental shortcoming in Dubai's rental laws, namely, the absence of a precise legal definition for long-term lease contracts. Such ambiguity undermines legal certainty and discourages long-term investment planning, as both residential and commercial stakeholders require predictable and enforceable terms when entering multi-year lease contracts. He stated that,

> *"The lack of a clear legal definition for long-term lease contracts in Dubai's rental laws creates a legal grey area. This ambiguity severely undermines legal certainty and affects long-term planning in both the residential and commercial sectors."*[602]

[600] Abdullah, *Reasons For Evacuating The Leased Property,* 185.
[601] Ibid., 186.
[602] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.

Moreover, Respondent (2) highlighted that the absence of unified standards of long-term lease contracts across Dubai results in uncertainty, where the regulation of long-term lease contracts varies according to administrative discretion. She stated that,

> *"Delegating the regulation of long-term lease contracts to local authorities without unified legal standards has fragmented the legal framework."*[603]

Respondent (3) pointed to the legal vacuum surrounding long-term lease contracts. This lack of regulatory clarity leaves landlords uncertain about their rights and legal recourse in the event of breaches. He argued that,

> *"I believe that the lack of regulatory clarity surrounding long-term lease contracts creates uncertainty for landlords regarding their rights under such contracts."*[604]

Additionally, Respondent (6) highlighted a disparity between public perception and legal reality in long-term lease contracts. While many parties involved in long-term lease contracts presume robust legal protection, the absence of specific regulatory provisions means that enforceability depends solely on the contract's terms and its registration status. Unregistered or poorly drafted long-term lease contracts, particularly those with ambiguous clauses, frequently result in litigation, with courts either refusing to enforce such provisions or interpreting them narrowly. He stated that,

> *"Clients entering into long-term lease contracts often believe they are protected by law, but in reality, their rights depend almost entirely on the contract's wording and whether it is registered. In*

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[603] Respondent (2), Academic, office, 01/04/2021.
[604] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.

court, unenforceable or vague clauses frequently lead to disputes and losses."[605]

Respondent (8) identifies a major procedural deficiency. When a rental dispute arises due to breach or early termination of the long-term lease contracts, Dubai's rental laws offer no specialised remedies or processes. Instead, parties must rely on the general principles of contract law, which may not provide suitable redress for the complexities and financial stakes inherent in long-term lease contracts. This legal vacuum leaves both landlords and tenants exposed to inconsistent outcomes and undermines the stability of long-term contractual relationships. According to him,

> *"What we are seeing is that landlords and tenants are operating in a space where remedies for breaches or early termination are unclear. The absence of a tailored legal framework for long-term lease contracts means we are relying on general contract law, which is inadequate."*[606]

Respondent (5) draws attention to the legal difficulties faced by courts. In the absence of statutory benchmarks or specific legal rules for long-term lease contracts, judges must rely on individual interpretation of contract terms and general legal principles. This reliance on discretion rather than codified guidance leads to inconsistencies in rulings, even in similar cases, thereby undermining the credibility of the dispute resolution process and the predictability of the law for contracting parties. According to him,

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605 Respondent (6), Legal practitioner, Office, 28/02/2021.
606 Respondent (8), Legal practitioner, Office, 30/03/2021.

"The absence of statutory provisions for long-term lease contracts complicates adjudication because the court rulings depend on judicial interpretation rather than clear legal guidance. This results in unpredictable outcomes and inconsistency across similar cases."[607]

Based on the above, the interview data presented in this study confirms a shared concern among respondents regarding the legal deficiencies surrounding long-term lease contracts in Dubai. This, in turn, underscores the urgent need for legislative reform. Specifically, Dubai's rental laws must evolve to include codified provisions that define, regulate, and protect the parties involved in long-term lease contracts. Such reforms should aim to enhance legal clarity, establish uniform standards, and ensure judicial consistency, objectives that are essential to fostering a more secure, transparent, and investment-friendly Dubai's real property sector.

4.2.8 The Legal Deficiencies in Terms of The Evacuation in the Applicable Rental Laws in Dubai, UAE

Several rental cases were registered with the RDSC. Specifically, in 2022, RDSC registered 103,975 rental cases.[608] Additionally, from 2015 to 2020, the RDSC resolved 61,555 rental cases, accounting for just 2% of the 4,280,292 contracts registered during that period.[609] This growth in the number of disputes is due to the high rate of rental transactions. Notably, as of December 10, 2024, Dubai had recorded

[607] Respondent (5), Judge, office, 04/04/2021.
[608] Bolivar.
[609] Dubai Land Department, "RDC Amicably Resolves 8,713 Rental Disputes During H1 2021," Dubai Land Department, 2021, https://dubailand.gov.ae/en/news-media/rdc-amicably-resolves-8-713-rental-disputes-during-h1-2021/#/, accessed on 8 June 2025.

approximately 1.02 million rental transactions, valued at AED 74.5 billion. [610] This represents a substantial increase from previous years, with rental prices for budget-friendly properties rising by 12% to 48%, mid-tier real properties by up to 45%, and luxury real properties by up to 60%.[611]

Regardless of the above, Law No. (33) of 2008 continued to exhibit legal deficiencies in terms of eviction.[612] For instance, the persistence of legal deficiencies in enforcing eviction claims under Law No. (33) of 2008, is exemplified by procedural and administrative inconsistencies among key authorities, particularly the Dubai Municipality and DEWA. Although Article 25(2) of Law No. (33) of 2008 requires landlords to provide a 12-month notice before eviction, but legal deficiencies appear when regulatory processes are not harmonised. In Case No. 02/956/2017[613] before the RDSC, a landlord sought to evict a tenant to demolish a villa and redevelop the site. Still, he was unable to obtain the final demolition permit because Dubai Municipality issues such permits only after the property is vacated and a no-objection certificate is obtained from DEWA.

Despite presenting preliminary demolition approval, the landlord's claim was dismissed at various judicial stages, ultimately leading to a negotiated financial settlement with the tenant before the project could proceed. It is worth noting that the previous legal deficiency reveals the critical need for harmonising Law No. (33) of 2008 with the administrative practices of the relevant authorities.[614] Unless eviction

[610] Bayut, "Dubai Rental Market Report 2024," Bayut, 2024, https://www.bayut.com/mybayut/dubai-rental-market-report-2024, accessed on 8 June 2025.
[611] Ibid.
[612] El-Din, *The Lease Contract in Civil Law Jurisdictions,* 99.
[613] The case has been explained in detail under sub-section no.1.2 (problem statement).
[614] Khater, 92.

procedures are coordinated more effectively with entities such as the Dubai Municipality and DEWA, landlords may continue to face unjustified delays, which can significantly limit their ability to reclaim possession of leased real property, even when fulfilling all legal requirements. This gap between legal provision and procedural execution undermines the objectives of Law No. (33) of 2008, which is designed to balance the rights and obligations of both landlords and tenants.

Besides, it is also important to highlight that, although Article 25(2)(b) of Law No. (33) of 2008 stipulates that eviction for the purpose of restoration or comprehensive maintenance must be supported by a technical report issued or certified by the Dubai Municipality; its implementation has given rise to significant legal and procedural challenges. In practice, landlords are often subjected to lengthy delays in obtaining inspections and certifications, which hinder their ability to undertake urgent maintenance and may consequently lead to further deterioration of the real property.[615]

In addition, the landlord–tenant relationship is often adversely affected, as tenants may challenge the validity of the technical report or raise allegations of collusion between landlords and the Dubai Municipality. Such disputes frequently result in protracted litigation and increased financial burdens for landlords. This issue is exemplified by Case No. 04/564/2022, in which landlords faced accusations of collusion despite insufficient evidence.[616] It may therefore be argued that Law No. (33) of 2008 lacks adequate enforcement mechanisms to shield landlords from unfounded claims, thereby rendering their statutory rights to pursue eviction ineffective. This, in turn, might undermine landlord autonomy and weaken investor confidence in Dubai's rental

[615] Al-Mehairi,118.
[616] *Rental Dispute Settlement Center (RDSC):* Case No. 04/564/2022.

sector. Furthermore, Law No. (33) of 2008 does not protect landlords against counterclaims.[617] For example, in 2023, more than 80 landlords in Jumeirah Towers initiated eviction proceedings for legitimate renovation purposes; however, many encountered tenant resistance due to the absence of visible work within six months, a delay often attributable to permit approval processes, contractor inefficiencies, or bureaucratic obstacles, rather than landlord bad faith.[618] Also, scholars, such as Al-Abdouli, highlighted that the absence of a statutory definition of what constitutes "restoration" or "comprehensive maintenance" leaves the matter open to subjective judicial interpretation.[619] This ambiguity might result in inconsistent rulings across similar disputes, undermining legal predictability.

Moreover, under Article 25(2)(c) of Law No. (33) of 2008, the landlords seeking to recover possession for their own use or for use by any of their first-degree relatives must demonstrate bona fide intent, such as the need for personal occupancy or that of a first-degree relative. To ensure the genuineness of such claims, the law obligates the landlords to prove that they do not own any alternative real property that is suitable for this purpose. This requirement helps to prevent frivolous or abusive eviction attempts, thereby reinforcing the principle of fairness in landlord–tenant relations.

While this appears to safeguard tenant rights, in practice, it places an excessive burden on landlords, limiting their autonomy over their leased real property. To illustrate further, the phrase "own use" as stated under Article 25(2)(c) of Law No. (33) of 2008 lacks a precise definition, enabling subjective interpretations that may disadvantage

[617] Muhammad, *Tenancy Contract in UAE*, 56.
[618] Ibid.
[619] Al-Abdouli, 75.

landlords. Besides, the requirement to “prove” the lack of alternative real property is not clearly defined, forcing landlords into lengthy and often subjective legal disputes where the threshold of proof varies across cases. This ambiguity can lead to delays, legal uncertainty, and increased litigation costs, particularly when the tenant contests the eviction.

Further, Article 25 (2)(c) does not account for legitimate personal circumstances where the landlord may need to reclaim the real property for urgent family reasons, even if another real property technically exists but is unsuitable due to its location, size, or condition. This lack of flexibility may discourage real property owners from investing in rental properties altogether, thereby negatively impacting the overall rental market.

Additionally, Article 25 of Law No. (33) of 2008 does not impose penalties on landlords who abuse eviction grounds. This has several negative impacts. First is the increasing number of unjust evictions because the landlords may exploit legal loopholes to evict tenants unfairly. Second is tenant insecurity, as tenants lack strong legal protection without penalties, leading to housing instability and a fear of sudden evictions.

Furthermore, Article 25(1)(a) of Law No. (33) of 2008 permits a landlord to request the eviction of a tenant before the expiry of the lease contract if the tenant fails to pay the rent, or any part thereof, within thirty (30) days from the date of receiving a written notice requesting payment, unless the lease contract specifies otherwise. While this article upholds the landlord’s right to collect rent promptly, it presents significant implications for both parties. For tenants, the relatively short notice period may not adequately account for temporary financial difficulties, unexpected emergencies, or salary delays, thereby exposing them to the risk of premature eviction and housing instability. On the other hand, landlords may also face negative repercussions, as initiating eviction through legal channels can be time-consuming and costly.[620]

From a practical perspective, regarding the question of "what are the legal deficiencies in rental laws in Dubai, UAE?", the respondents involved in this study exhibit several legal deficiencies in terms of the evacuation in the applicable rental laws in Dubai, UAE. For instance, Respondents (1) and (3) pointed out that eviction under Law No. (33) of 2008 is challenging for landlords, even when there are valid reasons. The process is slow, complicated and costly. Respondents (1) and (3), respectively, stated that,

> *"The eviction rules under Law No. (33) of 2008 are too rigid. Even when landlords have valid reasons, the process is slow, complicated, and costly."*[621]

> *"The application of Article 25 of Law No. (33) of 2008 is complicated and it's unclear."*[622]

Respondent (4) focused on the gap between the statutory requirements for eviction under Law No. (33) of 2008 and the administrative processes that must be followed with entities such as Dubai Municipality and DEWA.

> *"The persistent procedural conflict between Law No. (33) of 2008, and the administrative authorities, such as the Dubai Municipality*

[620] El-Din, *The Lease Contract in Civil Law Jurisdictions,* 132.
[621] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[622] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.

and DEWA, when it comes to eviction, demonstrate a legal deficiency that needs further revision."[623]

The above legal deficiency is further compounded by Respondent (9), who stated that, *"In one of my cases, the landlord had a demolition plan. Still, because he could not get the permit without eviction, his claim was denied."*[624] Therefore, Respondent (6) called for legal revision and harmonisation. According to him,

> *"Legislative revision and harmonisation are important to ensure that landlords are not unfairly deprived of their lawful rights due to procedural incompatibilities."*[625]

Additionally, Respondent (2) focused on the legal deficiency within Article 25(2)(c) of Law No. (33) of 2008. He stated that,

> *"The lack of a precise statutory definition for "own use" invites judicial subjectivity and inconsistent application."*[626]

Further, Respondent (8) called to revise Law No. (33) of 2008 to include statutory penalties for landlords who abuse eviction grounds under Article 25. He stated that,

> "*The absence of statutory penalties for landlords who abuse eviction grounds under Article 25 creates a dangerous incentive structure."*[627]

In conclusion, it is essential to note that the above facts underscore the urgent need to reform Dubai's rental laws, particularly the eviction provisions under Law No. (33) of 2008. Legislative amendments should focus on clarifying statutory language, such as

[623] Respondent (4), Judge, office, 04/04/2021.
[624] Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021.
[625] Respondent (6), Legal practitioner, Office, 28/02/2021.
[626] Respondent (2), Academic, office, 01/04/2021.
[627] Respondent (8), Legal practitioner, Office, 30/03/2021.

providing a precise definition of "own use", harmonising legal requirements with the administrative procedures of entities like the Dubai Municipality and DEWA, and introducing statutory penalties to deter abuse of eviction grounds. Such reformations are essential not only to safeguard the legitimate rights of both landlords and tenants but also to enhance legal certainty, promote fairness, and strengthen confidence in Dubai's rental market.

4.2.9 The Compatibility of Dubai's Rental Laws with International Legal Standards and Laws

Dubai's rental laws are considered progressive within the GCC region.[628] However, the answers provided by the respondents in this study to the question, 'To what extent are Dubai's rental laws compatible with international legal standards and laws?' reveal a wide range of views, which can be classified into three broad categories: The primacy of national sovereignty, partial or strategic alignment with international legal standards and laws, and a call for internal legal reform to enhance fairness and efficiency. Each respondent's position is explored in detail below.

Several respondents maintained that Dubai's rental laws should be crafted in accordance with its unique demographic and economic realities, rather than being tailored to conform to international legal standards and laws. For instance, Respondent (1) strongly advocated for local autonomy, stating that "*every law is governed by the environment in which it exists.*"[629] According to this view, while international legal standards and laws may offer general principles, Dubai's rental laws must remain rooted in the emirate's internal economic priorities and social dynamics. This

[628] Ali, *Analysing Rental Disputes and Laws*, 235.
[629] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.

perspective aligns with the notion that domestic stability and investor confidence should be prioritised over external validation.

In the same vein, Respondent (2) echoed this stance, asserting that "*each country's environment governs the law and warning that aligning too closely with international treaties could produce inequitable outcomes*."[630] She highlighted the risk of applying foreign legal norms and rules without considering Dubai's distinctive socio-legal landscape.

Additionally, Respondent (3) emphasised that "*rigid laws imported from outside the UAE are unsuitable for a society undergoing rapid transformation*."[631] He argued for flexibility and the development of laws that evolve in response to local conditions, rather than being based on externally imposed international legal standards and laws.[632]

Respondent (7) took a more categorical stance, stating that "*there is no need to align with international treaties, as each nation has its own legal privacy and social context*."[633] This assertion underscores a firm commitment to the principle of sovereign legal development, free from external influence. Moreover, Respondent (11) offered a nuanced view, suggesting that *"maybe the law is compatible, maybe not… what matters is that it works for Dubai*."[634] In short, she emphasised that the effectiveness of Dubai's rental laws should be measured by their ability to serve the public interest,

[630] Respondent (2), Academic, office, 01/04/2021.
[631] Respondent (3), Academic, Interview by using e-mail, 01/04/2021
[632] Ibid.
[633] Respondent (7), Chief executive officer, Interview by using e-mail, 12/07/2021.
[634] Respondent (11), Legal practitioner, Office, 23/05/2021.

ensure social stability, and support economic development, rather than by their conformity with international legal standards and laws.

Based on the above, it is clear that the statements provided by the respondents underscore the importance of sovereignty in legal policymaking. Their responses reflect confidence in Dubai's ability to maintain internal coherence and legal stability without strict adherence to international legal standards and laws.

Regardless of the above, another set of respondents acknowledged that Dubai may not fully comply with international legal standards and laws but argued that its rental laws nonetheless reflect key global principles in areas such as investment protection, fairness, and legal dynamism. For instance, Respondent (6) noted that Dubai's rental laws are "*more developed than many others globally, particularly because it upholds the freedom of contract and fosters a stable investment environment.*"[635] He believes that Dubai's approach reflects a practical adaptation of international best practices, tailored to its specific goals. Similarly, Respondent (9) took a confident view, stating "*that Dubai's rental laws rank higher than many international legal laws due to its successful creation of a safe and attractive climate for global investors*."[636]

Furthermore, Respondent (12) focused on the human rights dimension, stating that Dubai's legislation protects "*public order and all nationalities equally*."[637] She viewed Dubai's rental laws as inherently aligned with international moral and legal norms. In light of this, it is worth noting that the previous responses portray Dubai's rental laws

[635] Respondent (6), Legal practitioner, Office, 28/02/2021.
[636] Respondent (9), Legal practitioner, Interview by using e-mail, 16/03/2021.
[637] Respondent (12), Chief Executive Officer, Office, 04/06/2021.

as selectively aligned with international legal standards and laws, not by obligation, but through its own strategic choice.

Regardless of the above, other respondents expressed general satisfaction with Dubai's rental laws but called for ongoing internal reform to enhance legal precision and procedural fairness. Respondent (4) advocated for systematic legislative reviews, suggesting that "*the law needs periodic review to address loopholes exposed in courts and by regulators*."[638] This position implies a belief in continuous improvement and acknowledges that even a well-functioning system must evolve to address unforeseen legal and procedural challenges.

Besides, Respondent (8) emphasised the need to correct "*imbalances in law enforcement observed in practice*."[639] According to this respondent, "*regulatory performance alone is not sufficient; the substantive content of the law must also be clear and equitable*."[640] His view suggests that "*Dubai's rental laws must be refined to reflect the goals of justice and transparency better*."[641] The previous critical voices serve as a reminder of the need to improve Dubai's rental laws to make them more flexible and responsive, ensuring they keep pace with societal and economic changes.

4.3 Conclusion

The chapter analyses the legal deficiencies in rental laws in Dubai, UAE. Regarding the legal deficiencies in the effectiveness of the applicable rental laws in Dubai, it is worth noting that while Law No. (26) of 2007, its subsequent amendment, Law No.

[638] Respondent (4), Judge, office, 04/04/2021.
[639] Respondent (8), Legal practitioner, Office, 30/03/2021.
[640] Ibid.
[641] Ibid.

(33) of 2008, have established a robust framework for regulating landlord–tenant relationships, several legal deficiencies continue to undermine their effectiveness. Chief among these are the absence of statutory provisions governing early termination of lease contracts by tenants, and ambiguities in interpreting contractual terms such as rent adjustments. These deficiencies not only create financial vulnerability for tenants but also expose landlords to procedural inefficiencies and inconsistent enforcement.

Furthermore, Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, remain limited in scope and did not address the diverse realities of Dubai's rental market. For instance, the exclusion of emergency housing and temporary occupancy permits creates a legal vacuum that leaves vulnerable tenants without statutory protections. Similarly, the absence of a statutory ceiling on the duration of the lease contracts undermines economic fluidity and restricts landlords' ability to adapt to market fluctuations.

Besides, the omission of provisions regulating *Waqf* lease contracts further reflects a legislative gap that disregards the unique religious and social significance of such real properties. Additionally, the narrow construction of Article 27, which confines lease succession to legal heirs, disregards the practical role of business partners in commercial lease contracts.

Concerning the legal deficiencies in terms of the obligations of the landlord and the tenants in the applicable rental laws in Dubai, the chapter concluded that while Article 15 of Law No. (33) of 2008, and Articles 18 and 19 of Law No. (26) of 2007 established core obligations for both landlords and tenants, but they suffer from critical gaps that undermine enforceability and contractual balance. For instance, the absence of explicit remedies or penalties for landlords who fail to deliver the leased real properties in good condition weakens accountability and creates space for negligence.

Similarly, the lack of defined timelines and enforcement mechanisms regarding approvals under Article 18 generates procedural uncertainty and leaves tenants vulnerable to arbitrary delays. On the tenants' side, enforcement difficulties related to maintenance duties and restrictions on unauthorised alterations highlight the reactive, rather than preventative, nature of the law. Within the commercial leasing context, the absence of statutory provisions requiring movable assets or guarantors as financial safeguards exposes landlords to heightened risk.

Moreover, the absence of explicit statutory provisions governing rent deposit procedures in Dubai's rental laws represents a significant legal deficiency that undermines contractual certainty and fairness. While Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008 established procedures for rent default and eviction; they remain silent on whether depositing rent into the court treasury constitutes a valid discharge of the tenant's obligation. This legal deficiency creates ambiguity, leaving the matter to judicial discretion and producing inconsistent rulings across similar cases.

Regarding the legal deficiencies in terms of increasing the rent in the applicable rental laws in Dubai, the chapter concluded that Article 10 empowers RERA to authorise rent increases in response to economic conditions; it did not provide a complementary mechanism for rent reductions during downturns, inflation, or currency depreciation.

Furthermore, Article 9 of Law No. (33) of 2008 grants the Tribunal wide discretion in determining rental values where the lease contracts are silent, relying on comparative properties and economic indicators. However, this process is inherently subjective.

Additionally, the study concluded that although subleases are legally recognised with the landlord's written consent, the burden of monitoring and preventing unauthorised subletting rests disproportionately on landlords, often leaving them exposed to unauthorised occupants, financial losses, and misuse of their property. Moreover, Article 25(1)(b) and Article 30 create complex challenges: the former lacks procedural clarity in evicting unauthorised sub-tenants, while the latter may prevent landlords from regaining possession of their property even after terminating the primary lease contract.

Further, while Administrative Decision No. (134) of 2013 formally recognises long-term lease contracts and mandates their registration, the absence of clear statutory provisions in Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008 leaves legal deficiencies unaddressed. The lack of a precise legal definition, the delegation of authority to local administrative bodies without unified standards, and the absence of specialised remedies create ambiguity, inconsistency, and unpredictability in both contractual enforcement and judicial outcomes. These legal deficiencies undermine landlords' ability to manage long-term contractual relationships. Moreover, the analysis of eviction under Article 25 of Law No. (33) of 2008 highlighted several legal deficiencies that undermine both landlord and tenant rights in Dubai's rental market. Ambiguities surrounding key terms such as "own use", inconsistent coordination with administrative bodies such as the Dubai Municipality and DEWA, and the absence of statutory penalties for abusive eviction practices.

Concerning the compatibility of Dubai's rental laws with international legal standards and laws, the study concluded that while Dubai's rental laws are widely viewed as progressive and strategically aligned with investor protection principles, they remain rooted in a sovereignty-based framework rather than strict adherence to international legal standards and laws. At the same time, there is a growing recognition of the need for periodic reform to close existing legal deficiencies and strengthen legal precision.

Based on the above Law No. (26) of 2007, its subsequent amendment, Law No. (33) of 2008, required a legal revision to overcome the above legal deficiencies. Doing so would ensure fairness, consistency, and stability within Dubai's rental market. Finally, this chapter achieved research objective two (2) and accordingly answered research question two (2).

CHAPTER FIVE

THE PRACTICAL PROBLEMS AFFECTING LEASE CONTRACTS IN DUBAI, UAE

5.1 Introduction

This chapter examines the practical problems affecting lease contracts in Dubai, UAE. Drawing on an analysis of judicial decisions across three key levels of adjudication, namely, the Magistrate Courts and Conciliation Courts, the First Instance Division, and the Appellate Division, this chapter provides a critical overview of the practical problems observed in actual rental dispute cases.

The discussion begins by exploring rulings issued by the Magistrate and Conciliation Courts, focusing on practical problems, including but not limited to the overreliance on post-dated cheques without real-time enforcement, the lack of monitoring systems for compliance, and the absence of a standardised framework for utility compensation. It then shifts to the First Instance Division, where further practical problems are identified, including but not limited to the exploitation of post-dated cheques as a delay mechanism, manual enforcement of penalty clauses, and administrative fees not automatically enforceable.

Finally, the chapter assesses the decisions of the Appellate Division, where rigid monetary thresholds and the absence of substantive exceptions often limit access to appellate review, even in cases involving serious landlord grievances and the lack of zero tolerance for good-faith errors. This examination highlights critical practical problems that diminish the effectiveness of Dubai's rental laws. These practical problems reflect broader issues, such as inadequate digital integration, procedural rigidity, and the lack of real-time compliance mechanisms, which continue to impede the fair and timely resolution of rental disputes.

In conclusion, Chapter Five emphasises the need for comprehensive reform to address the evolving demands of Dubai's rental sector. By identifying the practical problem, this chapter advocates for a more robust, transparent, and technologically integrated legal environment that can safeguard landlord interests while ensuring procedural equity for all parties involved. Finally, this chapter achieved research objective three (3) and accordingly answered research question three (3).

5.2 The Practical Problems Affecting Lease Contracts in Dubai, UAE

The following addresses the practical problems affecting lease contracts in Dubai, UAE, as revealed through rulings issued by Magistrate and Conciliation Courts, the First Instance Division, and the Appellate Division.

5.2.1 Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by Magistrate and Conciliation Courts

The following examines the practical problems affecting lease contracts in Dubai, UAE, as revealed through rulings issued by Magistrate and Conciliation Courts.

In Case (1): No. 01/3186/2022, a mutually agreed settlement was reached, whereby the tenant's lease was renewed for an additional one-year term at an annual rental value of AED 1,600,000. The rent was structured to be paid in four post-dated cheques. The tenant agreed to vacate the leased real property by a specified date and to return the unit in its same condition ("original condition"). Several practical implementation issues became apparent while the case was resolved amicably and without further litigation.

Regarding the practical problems identified in Case (1): No. 01/3186/2022. First, reliance on post-dated cheques without real-time enforcement mechanisms. The primary mode of rent payment, post-dated cheques, remains a prevalent practice in Dubai's rental market.[642] However, this method introduces a significant enforcement gap. Landlords must initiate separate legal action if any cheque is dishonoured, often involving time-consuming criminal or civil proceedings.[643] This reliance offers no

[642] Ali, *Analysing Rental Disputes and Laws in Selected Countries*, 234.
[643] Ibid.

automated alert system or real-time protection against non-payment, leaving landlords vulnerable to delayed or failed payments without pre-emptive remedies.

A second practical problem involves the absence of an institutional mechanism to monitor compliance with settlements, which introduces further inefficiency. There is currently no integrated digital or administrative system to track whether the tenant has vacated the leased real property or whether post-dated cheques have been cleared according to agreed timelines.[644] As a result, landlords must manually follow up on these obligations, which delays possession recovery and complicates enforcement.

From a practical perspective, regarding the question of "what are the practical problems affecting lease contracts in Dubai, UAE?", the respondents in this study exhibit several practical problems. For instance, Respondent (1) focused on the use of post-dated cheques as the primary rent payment. According to him,

> *"The continued use of post-dated cheques as the primary rent payment method is outdated and problematic because there is no immediate system to alert us of dishonoured cheques."*[645]

Moreover, Respondent (6) concentrated on the lack of a centralised compliance monitoring system in rental dispute settlements. He stated that,

> *"One major gap we face is the absence of a centralised platform to track post-settlement compliance. There is no official follow-up system once a tenant agrees to vacate or pay in instalments. Everything is manual."*[646]

[644] Ibid., 235; El-Din, *The Lease Contract in Civil Law Jurisdictions,* 152.
[645] Respondent (1), Academic, Interview by using e-mail, 26/01/2021.
[646] Respondent (6), Legal practitioner, Office, 28/02/2021.

Respondent (8) emphasised that most rental disputes arise from untracked cheque defaults and the lack of baseline evidence regarding the condition of the leased real property. According to him,

> *"Most rental disputes I reviewed had similar roots, untracked cheque defaults, and no baseline evidence of real property condition. If the system had digital logs for every lease milestone, like cheque clearance, move-in reports, and vacating status, it would significantly reduce the number of avoidable disputes."*[647]

Based on the above, it is essential to note that the statements from respondents involved in this study highlight practical problems affecting lease contracts, as revealed through rulings issued by the Magistrate and Conciliation Courts. Specifically, it is argued that the absence of real-time cheque tracking and the lack of institutional compliance monitoring expose landlords to unnecessary risks and repeated litigation.

Moreover, in Case (2): No. 01/3179/2022, the dispute culminated in a settlement contract, in which the tenant agreed to pay AED 15,000 to the landlord in monthly instalments. The landlord confirmed that the leased real property was vacated in the same condition ("good condition"), and both parties formally waived future claims. While this resolution averted protracted litigation, several practical implementation issues became apparent.

Regarding the practical problem identified in Case (2): No. 01/3179/2022, there is a lack of a standardised framework for utility compensation. A key element of the

[647] Respondent (8), Legal practitioner, Office, 30/03/2021.

dispute involved compensating the tenant for service disruptions, such as water or electricity outages. However, the settlement process revealed that no predefined accepted compensation formula exists for such disruptions. This absence left parties to negotiate arbitrarily, extending the timeline for dispute resolution and creating scope for inconsistency and inequity across similar cases.

From a practical perspective, Respondent (6) highlights the same practical problem identified above. Specifically, he focused on the procedural gap in Dubai's rental dispute resolution system regarding service disruptions. Without regulatory guidance, compensating tenants for utility interruptions is left to ad hoc negotiations. This creates unpredictability, fosters disputes, and burdens landlords and tenants with extended resolution timelines. According to him,

> *"Based on my personal experience, there is no consistent benchmark for calculating compensation when tenants lose access to essential services like electricity or water. We usually negotiate on a case-by-case basis, which often becomes contentious. A standardised formula would streamline these disputes and avoid subjective, lengthy back-and-forth discussions."*[648]

Based on the above, it is essential to note that the statement from Respondent (6) involved in this study highlights a practical problem affecting lease contracts, as revealed through a ruling issued by the Magistrate and Conciliation Courts. Specifically, the procedural architecture governing lease settlements in Dubai lacks the necessary regulatory framework to support timely, fair, and consistent enforcement, particularly in cases involving service outage compensation.

[648] Respondent (6), Legal practitioner, Office, 28/02/2021.

5.2.2 Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by the First Instance Division

The following examines the practical problems affecting lease contracts in Dubai, UAE, as revealed through rulings issued by the First Instance Division.

In Case (1): No. 02/12555/2022, it involved a tenant who defaulted on rent for nine consecutive months, issued nine post-dated cheques that were subsequently dishonoured, and failed to settle utility obligations. Despite the lease contract stipulating a penalty of AED 1,000 per bounced cheque, enforcement of these penalties required separate judicial approval.

Regarding the practical problems identified in Case (1): No. 02/12555/2022. First, the exploitation of post-dated cheques as a delay mechanism. The continued use of bounced cheques served as a deliberate stalling strategy.[649] Without real-time cheque validation or consequences tied to banking systems, landlords faced prolonged delays before initiating enforcement procedures.

The second practical problem is related to the manual enforcement of penalty clauses. Although the lease contract contained a clause penalising dishonoured cheques, implementing it required additional court rulings, which increased the procedural burden and prolonged the resolution.

The third practical issue is embodied in the lack of an integrated utility clearance mechanism. For instance, the landlords were required to verify the tenants' settlement

[649] Ali, *Analysing Rental Disputes and Laws*, 243.

of utility bills independently.[650] The absence of digital linkage between lease systems and utility providers prevented the streamlined clearance of lease real properties before release or repossession.

From practical perspectives, several respondents in the study echoed the above practical problem. For instance, Respondent (5) reflected how the reliance on post-dated cheques, without accompanying enforcement infrastructure, enables strategic non-compliance and delays justice for landlords. According to him,

> *"In my professional experience, some tenants issue post-dated cheques knowing they will bounce, just to buy time. Since there is no system to immediately alert landlords or trigger enforcement automatically, landlords are forced to undergo lengthy legal processes for each cheque default."*[651]

Furthermore, Respondent (3) highlights a practical problem caused by the lack of a digital link between lease records and utility departments. Without such integration, landlords are responsible for independently verifying clearances. He stated that,

> *"There is no way to know if the tenant has cleared their utility bills unless the landlord checks manually with each provider. We need an integrated system that prevents new lease contracts or repossession until those bills are settled."*[652]

In conclusion, the interview responses reveal two practical problems. First, the continued use of post-dated cheques without a real-time validation or enforcement mechanism allows tenants to delay payment, forcing landlords into protracted

[650] Ibid., 244.
[651] Respondent (5), Judge, office, 04/04/2021.
[652] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.

litigation deliberately. Second, the absence of an integrated digital system linking lease records to utility providers places the verification burden solely on landlords. These issues underscore the pressing need for urgent reforms to ensure timely enforcement and alleviate the procedural burdens on landlords.

Additionally, in Case (2): No. 02/5557/2022, the tenant had been in default since 2018, failing to pay the annual rent of AED 85,000 and ignoring an administrative fee of AED 4,250. Despite formal notification in 2022, enforcement was significantly delayed.

The practical problem identified in Case (2): No. 02/5557/2022 is that the administrative fees are not automatically enforceable. For instance, while lease contracts may explicitly state that landlords are entitled to recover a percentage-based administrative fee (commonly around 5%), current legal procedures in Dubai do not permit automatic enforcement of these clauses. As a result, landlords are compelled to initiate additional court proceedings merely to claim pre-agreed fees, thus diminishing the efficiency of written terms in the lease contract and weakening their practical effect.

From a practical perspective, the Respondents (10) share the same practical problem mentioned above, which is the non-executability of contractual administrative fees without judicial intervention. He argued that,

> *"From my legal experience as a lawyer, even though the landlord clearly includes administrative fees in the lease contract, the*

landlord still needs a court ruling to enforce them. The clause is useless if it cannot be implemented directly."[653]

Based on the above, there is an urgent need for a reform that allows for the automatic recognition and enforcement of clearly defined contractual terms, particularly standard administrative fees, once registered with competent authorities. Bridging this practical gap would enhance legal certainty, reduce litigation backlog, and reinforce the contractual rights of landlords in Dubai's rental sector.

5.2.3 Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by the Appellate Division

The following examines the practical problems affecting lease contracts in Dubai, UAE, as revealed through rulings issued by the Appellate Division.

In Case (1): No. 03/22111/2022, the landlord requested early termination of the lease contract due to damage caused to the leased real property by the tenant as a result of his deliberate act. The claim was supported by an expert report estimating the required repairs at AED 7,650. The appellant (landlord) further sought AED 5,000 in damages. Despite the substantiation of the claim, the Appellate Division deemed the appeal inadmissible as the total value fell below the AED 100,000 statutory threshold. None of the exceptions provided under Article 17 of Decree No. (26) of 2013 applied.[654]

[653] Respondent (10), Legal practitioner, Interview by using e-mail, 21/04/2021.
[654] Article 17 of Decree No. (26) of 2013. It stated that judgments of the First Instance Division will be appealed to the Appellate Division, with the exception of judgments issued in rent claims whose value is less than one hundred thousand Dirhams (AED 100,000.00), which will be final and not subject to any form of appeal. b. Judgments issued by the First Instance Division for claims whose value is less than the amount mentioned in paragraph (a) of this Article may be appealed in any of the following cases: 1. where an eviction judgment is issued; 2. where the judgment issued breaches the rules of jurisdiction; 3. where the judgment grants relief that has not been requested by the parties, which exceeds that which they requested, or where the judgment fails to address relief requested by the parties; 4. where the judgment is issued against a Person who was not duly represented in the claim, or where the service of the summons was invalid; 5. where the judgment is based on documents which are

The practical problem identified in Case (1), No. 03/22111/2022*,* is related to the barriers to appealing low-value but valid claims. For instance, landlords with legitimate grievances are denied appellate review when the monetary value does not meet the rigid threshold, limiting legal recourse in cases with genuine hardship.

From a practical perspective, Respondent (5) articulated a critical concern regarding the structural limitations inherent in the appeal system in Dubai. Specifically, he highlighted the rigid application of monetary thresholds, such as the AED 100,000 limit imposed by Article 17 of Decree No. (26) of 2013, as a prerequisite for allowing appeals. In light of the previous, it is argued that the legal system currently prioritises the financial value of the claim over the substantive nature or seriousness of the grievance itself. Consequently, allegations involving significant legal or contractual breaches may be denied appellate review solely because they do not meet the required monetary threshold. He stated that,

> *"There is no pathway for genuine grievances to be heard if landlords do not meet the appeal threshold. The law does not consider the seriousness of the issue, only the value. This is not always fair."*[655]

Based on the above, there is a need for a more balanced and flexible appeals system, one that considers both the financial and substantive dimensions of disputes to ensure fairness, accountability, and equal access to legal remedies for landlords.

acknowledged as or judicially declared to be false after the judgment has been issued, or where the judgment is based upon testimony that is judicially declared to be false after the judgment has been issued; or 6. where a party to a contract concealed from the First Instance Division evidence or documents that would have changed the judgment.

[655] Respondent (5), Judge, office, 04/04/2021.

Furthermore, in the Case (2): No. 13/20111/2022, the appellant (landlord) challenged the First Instance Division's dismissal of a service fee claim. The court found that the landlord had bypassed essential procedural steps mandated under Law No. (27) of 2007. The Appellate Division upheld the ruling on the grounds that, despite the landlord's good intentions in committing the mistake, a procedural violation had occurred.

The practical problem identified in Case (2): No. 13/20111/2022 concerns the lack of zero tolerance for good-faith mistakes. Precisely, the judicial framework lacks flexibility to accommodate procedural errors made in good faith, creating a high-risk environment for those unfamiliar with legal technicalities and who do not fully understand the layered requirements. From a practical perspective, Respondent (3) argued that the judicial framework does not currently differentiate between intentional disregard and genuine confusion. This could pave the way for penalising good-faith or those who are unfamiliar with legal technicalities. According to him,

> *"Sometimes it is not that the involved individuals intentionally want to ignore the law, but they just misunderstood the process. There should be room for good-faith errors, especially when they are not legal experts."*[656]

Based on the above, it is essential to note that the absence of procedural tolerance and corrective pathways for good-faith errors introduces a barrier to justice, especially for good-faith landlords or those who are unfamiliar with legal technicalities.

[656] Respondent (3), Academic, Interview by using e-mail, 01/04/2021.

5.3 Conclusion

This chapter examined the practical problems affecting lease contracts in Dubai, UAE, through case-based analysis across the Magistrate Courts and Conciliation Courts, the First Instance Division, and the Appellate Division. The analysis of rulings issued by the Magistrate and Conciliation Courts highlights significant practical problems affecting lease contracts in Dubai. Chief among these are the reliance on post-dated cheques without real-time enforcement mechanisms, the absence of a centralised system to monitor compliance with settlements, and the lack of a standardised framework for addressing service disruption compensation. These practical problems not only expose landlords to heightened risks of delayed or dishonoured payments but also prolong dispute resolution through manual follow-up and inconsistent negotiations. Besides, the rulings of the First Instance Division highlight practical problems in the enforcement of lease contracts in Dubai. The manual enforcement of penalty clauses and the absence of integrated digital systems to link lease contract records with utility providers create procedural inefficiencies and increase landlords' burdens. Furthermore, the non-executability of administrative fees without judicial intervention undermines the effectiveness of contractual provisions and weakens legal certainty.

Moreover, the rulings of the Appellate Division highlight several practical problems. For instance, the rigid application of the AED 100,000 threshold under Article 17 of Decree No. (26) of 2013 denies landlords the opportunity to appeal valid but low-value claims, thus, the monetary value of disputes over their substantive legal or contractual significance. This practical problem restricts access to justice and prevents grievances involving genuine hardship from receiving appellate review.

Additionally, the judicial system's lack of flexibility in addressing good-faith procedural mistakes further compounds these practical problems. By failing to differentiate between deliberate violations and errors arising from misunderstanding, Dubai's rental laws impose undue burdens and a high-risk environment for those unfamiliar with legal technicalities and who do not fully understand the layered requirements.

In light of the previous, the practical problems, which are identified in this chapter, underscore the need for reforms. Doing so would enhance the certainty in Dubai's rental sector and protect the landlord from any financial risks, delays, and uncertainty. Finally, this chapter achieved research objective three (3) and accordingly answered research question three (3).

CHAPTER SIX

CONCLUDING REMARKS

6.1 Introduction

The chapter addresses the theoretical and practical contributions of the study. It also presents the findings and recommendations. Finally, it provides suggestions for future studies.

6.2 Theoretical and Practical Contributions

This study provides several theoretical and practical contributions to Dubai, UAE. Regarding the theoretical contributions, firstly, this study examines the legal framework that regulates rental procedures in Dubai, UAE, with a particular focus on the applicable laws, regulations, and institutional mechanisms, such as the RDSC. Secondly, it analyses the legislative deficiencies in the current rental laws in Dubai, UAE, by identifying ambiguities, inconsistencies, and legal gaps. Thirdly, it scrutinises the practical problems affecting lease contracts in Dubai, UAE and highlights how to overcome these problems. Fourthly, it contributes to the existing body of literature by offering an analysis that connects legal theory, judicial practice, and administrative regulation within the context of Dubai's rental sector.

Concerning the practical contributions, firstly, this study identifies the key procedural issues that arise during the lease lifecycle in Dubai, including but not limited to the lack of clarity in contract enforcement and insufficient protection mechanisms. For this reason, it recommends several solutions to overcome those challenges.

Secondly, it proposes legal reforms to address the identified legal deficiencies, including recommendations to update Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. Thirdly, it helps lawmakers, legal practitioners, and real property regulators by offering actionable insights and structured recommendations that aim to balance the interests of landlords and tenants while ensuring procedural fairness. Fourthly, it contributes to the broader discourse on urban legal governance in rapidly developing cities, underscoring how coherent rental regulations can support social stability and investor confidence in the real property market.

6.3 Findings of the Study

The following discusses the findings of this study based on its three (3) objectives. Specifically, the findings on the law regulating the rent procedure in Dubai, UAE, the legal deficiencies in rental laws in Dubai, UAE, and the practical problems affecting lease contracts in Dubai, UAE.

6.3.1 Findings on the Law Regulating the Rent Procedure in Dubai, UAE

Regarding the rules governing lease contracts in Dubai, UAE, the study found that the governance of lease contracts in Dubai has undergone a significant transformation, evolving from informal arrangements based on customary practices and *Shariah* principles to a highly regulated statutory framework. This progression reflects Dubai's broader economic and demographic shifts, particularly its emergence as a global hub for investment and real property development. Key legislative milestones, including the FCTA, Decree No. (2) of 1993, and subsequent landmark laws such as Law No. (7) of 2006 and Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008), laid the foundation for a structured landlord-tenant relationship. These laws formalised the rights and obligations of both parties, established registration requirements, regulated rent increases, and introduced detailed provisions on eviction.

Further reforms, such as Decree No. (26) of 2013 and Decree No. (43) of 2013, reinforced Dubai's commitment to effective dispute resolution and transparent rental regulation. Complementing this framework, the *Ejari* registration system emerged as a pivotal mechanism, ensuring transparency, enforceability, and accessibility in lease contracts while linking rental arrangements to essential government services. Despite these advancements, practical challenges persist. While many respondents view the rules governing lease contracts in Dubai as transparent, accessible, and simplified through government platforms, others highlighted complexities, particularly for individuals lacking legal expertise. Issues surrounding eviction procedures, legal shortcomings, and procedural ambiguities reveal gaps between legislative intent and practical application.

Concerning the rights of landlords in Dubai, UAE, the study discovered that Dubai has established a robust set of rights for landlords under Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008. These rights are central to preserving ownership, safeguarding investments in real property, and ensuring contractual enforcement. Among the most significant is the landlord's right to receive rent, which constitutes the cornerstone of the lease contract relationship. Similarly, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, granted landlords the right to evict tenants under specified conditions, such as non-payment, unlawful subleasing, misuse of the property, or reclaiming the property for personal use. Another key right identified is the landlord's ability to refuse subleasing unless explicit written consent is provided.

Moreover, the study also indicated that landlords retain a residual right to inspect and maintain the leased real property, provided reasonable notice is given and tenant privacy is respected. Finally, the study highlighted the landlord's entitlement to claim compensation for damages exceeding normal wear and tear, with Article 21 of Law No. (26) of 2007, providing legal grounds to deduct repair costs from maintenance deposits. This legal protection serves not only to preserve the landlord's investment but also to encourage responsible use of leased real property by tenants.

Regarding the rights of tenants in Dubai, UAE, the study found that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 established a balanced structure designed to protect the rights of tenants alongside those of landlords. A key right afforded to tenants is the entitlement to a written lease contract, as stipulated in Article 4 of Law No. (33) of 2008. This requirement ensures that essential terms, such as rent, obligations, and agreed-upon conditions, are formally recorded. This, in turn, enhances enforceability and reduces ambiguities in the landlord-tenant relationship. Further, the study discovered that tenants hold the right to renew or amend lease contracts under Article 14 of Law No. (33) of 2008. This provision requires either party intending to alter or renew the contract to provide written notice at least ninety (90) days before the contract's expiry, unless otherwise agreed. Another significant tenant right is the guarantee of uninterrupted enjoyment of the leased real property. Article 34 of Law No. (26) of 2007 explicitly prohibits landlords from resorting to extrajudicial actions such as disconnecting utility services, thereby protecting tenants against coercive measures and reinforcing their right to continuous and peaceful occupation.

The study also highlighted tenants' entitlement to occupy a well-maintained property throughout the period of the lease contract. Under Article 16 of Law No. (26) of 2007, landlords are legally obligated to perform necessary maintenance and remedy defects that affect the tenant's use of the leased real property. Finally, the study found that tenants possess an implied right to privacy and freedom from unwarranted interference, derived from the principle of peaceful enjoyment. This right, though not explicitly codified, is upheld in judicial practice.

The analysis of the obligations of landlords in Dubai, UAE, indicated that the obligations imposed on landlords in Dubai serve as crucial safeguards for tenants' rights. A central obligation is codified in Article 15 of Law No. (33) of 2008, which requires landlords to deliver leased property in good condition suitable for its intended use. Importantly, the concept of "good condition" is contextually defined, varying according to whether the leased real property is residential, commercial, or industrial. The law also permits contractual flexibility for leasing real properties before completion, provided the lease contract clearly stipulates the party responsible for finalising construction costs, thereby reducing disputes and enhancing contractual certainty. Additionally, Article 16 of Law No. (26) of 2007 established the landlord's responsibility for maintaining the property and repairing defects that may impair the tenant's use. While the law preserves contractual freedom by allowing parties to agree otherwise, this obligation is intended to ensure that properties remain habitable, operational, and safe throughout the term of the lease contract. Besides, Article 17 of Law No. (26) of 2007 reinforces tenants' right to uninterrupted use of the leased real property by prohibiting landlords from making alterations that obstruct access or usability.

Furthermore, Article 18 of Law No. (26) of 2007 obliges landlords to assist tenants in securing official approvals for decoration or modification works, provided these do not compromise structural integrity. This duty is limited to facilitation rather than duplication, as clarified in Case No. 19/987/2019, where it was established that landlords are not required to reprocess permits already obtained by tenants. This enables tenants to adapt leased real properties to their needs while protecting the real property's safety and long-term value. Finally, Article 20 of Law No. (26) of 2007 governs the return of security deposits, requiring landlords to return deposits or any remaining balance at the end of the lease term. Deductions are permitted only for proven damages or outstanding dues, with the burden of proof resting on the landlord.

Besides, the analysis of the obligations of tenants in Dubai, UAE, revealed that the obligations imposed on tenants under Dubai's rental laws are central to preserving the integrity, intended use, and long-term value of leased real properties, while also ensuring fairness in landlord–tenant relations. Although Law No. (33) of 2008 introduced amendments to Law No. (26) of 2007, it did not significantly alter tenant obligations, thereby reaffirming the enduring nature of the original provisions. For instance, Article 19 of Law No. (26) of 2007 sets out two core obligations: tenants must pay rent on the agreed-upon due dates and maintain the leased real property with the care expected of a reasonable person. Tenants are therefore responsible for preserving the leased real property's condition, addressing minor restorative works, and avoiding negligence that could cause deterioration.

Moreover, tenants are prohibited from carrying out changes, restorations, or maintenance works without both the landlord's consent and the necessary licences from competent authorities. This dual requirement ensures that all works are contractually authorised and legally compliant, thus protecting the leased real property's structural integrity and the landlord's investment. Moreover, Under Article 20 of Law No. (26) of 2007, tenants are required to provide a security deposit at the commencement of the lease contract. This deposit functions as financial security for the landlord, enabling the recovery of costs related to damages beyond ordinary wear and tear or other contractual breaches.

Similarly, Article 21 obliges tenants to return the property at the end of the lease term in the same condition it was received, with allowances for normal wear and tear or damage beyond their control. Further, Article 22 of Law No. (26) of 2007 further obligates tenants to pay all government-mandated fees and taxes associated with their use of the leased real property, including those applicable to subleases, unless otherwise agreed in the lease contract. This reflects the principle that financial responsibility lies with the party benefitting from the real property's use. Additionally, Article 23 restricts tenants from removing leasehold improvements upon vacating the leased real property unless expressly permitted by the lease contract. This ensures that valuable improvements, such as built-in fittings, remain for the landlord's benefit, while still allowing contractual flexibility where parties agree otherwise.

Finally, Article 24 imposes a strict prohibition on assigning or subleasing the leased real property without the landlord's written consent, unless expressly authorised in the lease contract. This provision strengthens the landlord's control over occupancy, protects against unauthorised or unsuitable tenants, and preserves the landlord's financial and reputational interests. The requirement for written consent also serves as a procedural safeguard, providing clear documentation of approval or refusal.

The findings on eviction situations demonstrated that eviction regulations under Dubai's rental laws are structured by Article 25 of Law No. (33) of 2008, which refined Article 25 of Law No. (26) of 2007 to address ambiguities and ensure transparency for both landlords and tenants. In particular, Article 25 divides eviction situations into two categories: those occurring before the expiry of the lease contract and those permissible upon its expiry. Eviction before the expiry of the lease contract, as provided in Article 25(1), is only permitted under specific situations. These include non-payment of rent within thirty days of formal notice, unauthorised subletting, misuse of the property for illegal or immoral purposes, leaving commercial premises unoccupied without justification, making unsafe alterations or endangering the property's integrity, and using the property for purposes contrary to its contractual or regulatory designation.

Additional situations include risks of collapse supported by certified technical reports, failure to fulfil legal or contractual obligations after notice, and government-mandated demolition or reconstruction. Importantly, Law No. (33) of 2008 requires that all such eviction notices be served formally through a Notary Public or registered mail, ensuring procedural fairness.

Moreover, eviction after the expiry of the lease contract, as regulated by Article 25(2), is equally governed by defined situations. Landlords may seek eviction if they intend to demolish or substantially renovate the leased real property, supported by official permits, or when significant restoration is required that cannot be executed during occupation, verified through municipal technical reports. Eviction may also be pursued when landlords seek to occupy the leased real property personally or for immediate family members, provided they can demonstrate the absence of alternative suitable accommodation, thereby preventing misuse of this provision. Additionally, landlords may reclaim the leased real property for purposes of sale, affirming their rights of ownership and disposal. In all such cases, Law No. (33) of 2008 mandates that tenants must be given at least twelve months' notice via a Notary Public or registered mail, ensuring sufficient time to arrange alternative housing or premises.

Moreover, the study found that the legal framework governing lease contracts in Dubai includes a comprehensive regulatory structure that covers the entire lifecycle of the lease, from formation to enforcement. Each stage is subject to statutory and regulatory oversight to balance the interests of landlords and tenants.

Regarding the mechanisms for settling rental disputes in Dubai, UAE, the study discovered that the establishment of MCD represents a significant institutional effort to promote amicable dispute resolution between landlords and tenants in Dubai. For instance, by fostering early settlements, MCD reduces hostility, encourages cooperation, and helps maintain long-term rental relationships. Despite the previous, the study revealed significant shortcomings that compromise the overall effectiveness of the MCD. First, mediated settlements are not inherently binding unless both parties voluntarily consent and record them formally.

This limitation raises concerns about enforceability, as disputes unresolved through a binding agreement must escalate to formal litigation, often leading to delays and additional costs. Second, the MCD lacks a clear framework to ensure that both parties are fully informed of their legal rights during the mediation process. This absence of awareness of guaranteed rights creates the risk of inequitable settlements. Third, the imbalance of financial resources and legal knowledge between landlords and tenants frequently disadvantages the latter, who may be pressured into accepting less favourable outcomes in the absence of protective safeguards. Therefore, without reforms aimed at strengthening enforceability, ensuring rights awareness, and addressing power imbalances, the MCD risks falling short of its mandate to deliver outcomes that are both equitable and just.

Additionally, the findings on RDSC highlighted that RDSC plays a pivotal role in ensuring specialised judicial resolution of rental disputes in Dubai, reinforcing stability within the rental sector. However, procedural inefficiencies, financial barriers, and structural limitations in appeal rights have hindered its effectiveness. Addressing these challenges through targeted reforms, such as greater transparency in tribunal processes, reducing dispute registration costs, and expanding equitable access to appeal, could enhance the efficiency, fairness, and credibility of the RDSC, thereby strengthening stakeholder confidence in Dubai's rental dispute resolution framework.

Besides, the study found that arbitration in Dubai's rental sector is supported by a robust legislative and institutional framework, particularly through DIAC and the Federal arbitration laws. However, practical shortcomings, such as high costs, enforceability issues, and limited accessibility for less-resourced parties, restrict its inclusiveness and equity. For arbitration to function as a truly viable alternative to litigation in rental disputes, reforms should focus on enhancing procedural clarity, reducing costs, and expanding safeguards to ensure accessibility for all stakeholders, thereby strengthening confidence in Dubai's arbitration system.

Additionally, the study discovered that ST-Dubai, under Decree No. (33) of 2020, represents a significant institutional reform within Dubai's real property governance framework. Its creation responded to the proliferation of cancelled or stalled off-plan developments, which had posed serious financial and legal risks for investors. Despite the previous, the study also identified structural and procedural deficiencies that limit ST-Dubai's long-term effectiveness. For instance, there are potential bottlenecks due to the reliance on a single tribunal to handle all disputes, which may result in delays given the high volume of cases.

Furthermore, a lack of transparency, as many of ST-Dubai's decisions and enforcement outcomes are not publicly reported. This, in turn, hinders predictability and accountability. Besides, the absence of an appeal mechanism, which, while expediting finality, raises concerns regarding fairness, judicial oversight, and potential conflicts of interest, particularly when the tribunal adjudicates disputes involving both investors and developers.

Finally, the study discovered that DLD constitutes the foundation of Dubai's real property legal and regulatory framework. Established to enhance transparency and bolster investor confidence, the DLD assumes a wide-ranging mandate that encompasses property registration, regulatory oversight, enforcement of laws, and market monitoring. Furthermore, the DLD plays a supervisory role over RDSC and collaborates closely with the ST-Dubai to ensure compensation and fund recovery for investors in failed projects.

Nevertheless, the study discovered several concerns regarding the DLD's reliance on digitalisation. For instance, there are challenges related to accessibility, particularly for elderly investors or those residing abroad, who may struggle with the adoption of the Dubai REST app. Also, there are concerns about cybersecurity risks, noting that the storage of sensitive real property data on digital platforms could expose the system to potential security breaches.

6.3.2 Findings on the Legal Deficiencies in Rental Laws in Dubai, UAE

The following explains the findings on legal deficiencies in rental laws in Dubai, UAE, as outlined below.

6.3.2.1 Findings on The General Shortcomings In The Effectiveness of The Applicable Rental Laws In Dubai, UAE

The study found that regardless of Article 7 of Law No. (26) of 2007, Dubai's rental laws do not contain explicit provisions that grant tenants a unilateral right to terminate a lease early. As a result, tenants are entirely reliant on the presence and clarity of early termination clauses within their lease contracts. In practice, many contracts either lack such clauses or provide insufficient guidance, leaving tenants without a statutory right to terminate a lease unilaterally. Consequently, landlords may claim compensation for any resulting losses, which is often determined unilaterally or through dispute resolution mechanisms. This leads to legal uncertainty, inconsistent outcomes, and potentially high financial liability for tenants, especially in cases involving genuine hardship. The absence of targeted legislation thus limits tenant protection and contributes to a broader imbalance in contractual relationships within Dubai's rental sector.

Furthermore, the study found that another deficiency faced by landlords in Dubai's current rental laws is their reliance on intermediaries, such as real property brokers and centralised platforms, which often lead to delays, miscommunication, and inconsistent enforcement of lease terms. This dependency undermines the efficiency and reliability of lease management.

Moreover, the study discovered that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, exhibits a significant degree of ambiguity in the interpretation and application of specific contractual terms and conditions. This ambiguity stems from the laws' predominant focus on general principles, while lacking detailed provisions that would ensure clarity, transparency, and balance between contracting parties. In practice, this deficiency creates scope for disputes, as illustrated by cases where lease contracts contain vague clauses, such as rent adjustments "in accordance with market conditions", without defining the parameters or methodology for determining such conditions. The absence of explicit criteria enables landlords to impose substantial rent increases without formal valuation, prompting tenant challenges on the grounds of excessiveness and lack of objective justification. This highlights a pressing need for legislative reform to incorporate precise definitions and measurable standards within lease contracts to reduce interpretive uncertainty and safeguard the interests of both parties.

6.3.2.2 Findings on the Legal Deficiencies in terms of the Scope of the Applicable Rental Laws in Dubai, UAE

The study found that Article 3 of Law No. (33) of 2008 ignores to regulate residences occupied under emergency or temporary occupancy permits, creating a legal vacuum for tenants residing in government-issued or crisis-based accommodations.

Concerning the duration of lease contracts, it found that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not establish a maximum limit for the lease term that the parties may agree upon. Given that a lease is, by nature, a time-bound contract, intended to grant the tenant a temporary right of use, the absence of a statutory ceiling for lease duration raises several legal and economic concerns. Specifically, these lease contracts can result in significant disadvantages for landlords. Such lease contracts may hinder the circulation of capital and restrict the landlord's ability to adjust rental values in response to market fluctuations. Moreover, the extended duration of occupancy may inadvertently shift the balance of power in favour of the tenant, thereby weakening the landlord's ability to renegotiate terms or recover the real property when necessary. This legislative omission requires reconsideration and potential reform.

Moreover, the study identifies a significant legal deficiency in Dubai's rental laws. Specifically, there are no provisions addressing endowment (*Waqf*) lease contracts. This creates a legislative gap in Dubai's rental laws concerning these types of lease contracts.

Furthermore, the study found that Article 27 of Law No. (26) of 2007 negatively impacts landlords by delaying their ability to reclaim and relet the leased real property. Besides, landlords may face administrative burdens in dealing with multiple heirs, which can complicate enforcement and communication. This limits the landlord's flexibility and control over the leased real property during a transitional period. In addition to the previous, Article 27 of Law No. (26) of 2007 does not mention business partners or co-founders who are not legal heirs. This creates a legal gap in the case of commercial leases where a tenant operates the business in partnership.

6.3.2.3 Findings on The Shortcomings in Terms of the Obligations of the Landlord and the Tenants in the Applicable Rental Laws in Dubai, UAE

The study found that Article 15 of Law No. (33) of 2008 does not provide an explicit remedy or specify the legal consequences for the landlord's breach of this duty. Additionally, the study discovered that although Article 18 of Law No. (26) of 2007 aims to facilitate tenant improvements, but several deficiencies arise. First, landlords may delay or arbitrarily refuse to issue approvals, disrupting tenants' plans and potentially causing financial loss, especially in commercial contexts. Second, the article lacks a defined timeframe for the landlord's response and provides no enforcement mechanism, leaving tenants without a straightforward legal remedy in case of non-compliance. Third, the phrase "affecting the structure" is vague and may lead to disputes over the scope of permissible work.

Moreover, the study uncovered that although Article 19 of Law No. (26) of 2007 aims to safeguard the leased real property, but it presents several deficiencies from the landlord's perspective. Enforcement is challenging, as unauthorised changes or poor maintenance may go unnoticed until damage has occurred, resulting in costly legal action.

Additionally, the vague reference to what is "customary for tenants to undertake" creates room for disagreement and inconsistent interpretations. There is also a risk that tenants may proceed with unlicensed work, exposing the landlord to potential regulatory liability. Moreover, the absence of a standardised approval or inspection process allows variations in how such works are handled, which can potentially affect the real property's long-term value.

Furthermore, the study found that in the context of commercial real property, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008 did not require tenants to place movable property within the leased real property that would be sufficient to guarantee rent payment. Such a requirement would enable the landlord to seize those movables to recover the rent, provided they are not exempt due to the nature of the tenant's profession, such as items intended for retail sale.

In addition, Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, did not include any explicit requirement for commercial tenants to provide additional financial guarantees, such as a personal guarantor, nor does it indicate whether such guarantees are mandatory, optional, or waived. This legal ambiguity may result in inconsistent judicial outcomes and weaken the landlord's ability to pursue remedies in the event of tenant default.

6.3.2.4 Findings on The Legal Deficiencies Regarding Rent Deposit Procedures in the Applicable Rental Laws in Dubai, UAE

The study found that Law No. (33) of 2008 remains silent on the legal consequences of a judicial notice that demands an amount exceeding the actual rent owed. This legislative gap creates uncertainty as to whether an overstated demand would render the notice invalid and, consequently, preserve the tenant's right to remain in the leased property despite non-payment of the inflated sum. The absence of explicit statutory guidance undermines legal certainty, potentially resulting in protracted disputes and inequitable outcomes.

Moreover, the study discovered that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, did not include any explicit provision governing the deposit of rent payments into the court's treasury in the event of a dispute. This legislative silence raises uncertainty about whether such a deposit constitutes valid fulfillment of the tenant's rent obligation, thereby leaving the issue to the discretion of the judiciary and potentially resulting in inconsistent outcomes across similar cases. In contrast, comparative jurisprudence provides greater clarity.[657]

6.3.2.5 Findings on the Legal Deficiencies in Terms of Increasing the Rent in the Applicable Rental Laws in Dubai, UAE

The study discovered that although Article 10 of Law No. (26) of 2007 provides that the RERA is entrusted with the responsibility of establishing standards for determining rental increase rates in the emirate, taking into account the prevailing economic conditions; it does not provide complementary authority to reduce rents, which creates an imbalance in the rental relationship, particularly during periods of currency devaluation or economic downturns.

Additionally, the study found that although the mechanism outlined in Article 9 of Law No. (33) of 2008 to specify the rent amount in case it is not specified and cannot be proven aims to ensure fairness, but it presents several legal deficiencies from the landlord's perspective. Chief among these is the uncertainty and subjectivity involved in rent determination, which may not accurately reflect the real property's unique features or recent upgrades. The broad discretion granted to the Tribunal can lead to

[657] The Jordanian Court of Cassation: *Case No. 263/1986.*

inconsistent rulings, undermining landlords' ability to predict income and manage investments effectively.

6.3.2.6 Findings on the Legal Deficiencies in Terms of Sublease or Sub-tenant in the Applicable Rental Laws in Dubai, UAE

The study discovered that even though Article 22 aims to protect the landlord and sub-tenant from unexpected liabilities. However, to avoid disputes, it is essential that the lease or sublease contract clearly defines the parties' responsibilities. Silence or ambiguity in the lease or sublease contract may lead to legal uncertainty, so written contracts are key for clarity and enforcement.

Further, the study found that although Article 24 of Law No. (26) of 2007 is designed to safeguard the landlord's interests, but it may nonetheless present several negative implications. For instance, Article 24 does not prohibit subleasing outright but makes it conditional upon written consent, placing the burden on the landlord to actively monitor compliance. Failure to do so may result in unauthorised occupancy and loss of control over the leased real property's use. Even when consent is given, there is a risk that sub-tenants may not meet the same financial or behavioural standards as the original tenant, potentially leading to misuse of the leased real property or violations of lease terms.

Furthermore, the landlord may face procedural challenges in removing unauthorised sub-tenants, particularly if they were unaware of the sublease contract. These challenges underscore the importance of clearly defined subletting clauses within lease contracts and the necessity for regulatory safeguards to safeguard landlords' ability to manage and enforce the terms of occupancy.

Additionally, the study discovered that while Article 25(1)(b) permits eviction in cases of unauthorised subletting, it poses several disadvantages for landlords. Eviction may be delayed if the sub-tenant contests it or claims ignorance, preventing the landlord from regaining possession promptly. During this time, unauthorised sub-tenants may misuse the leased real property or breach the terms of the lease contract, causing damage or loss. Despite these risks, landlords are not entitled to compensation, even if they face financial harm. The responsibility to detect and act against unauthorised subletting falls entirely on the landlord, who must also bear the legal costs. These issues underscore the need for more transparent enforcement procedures and enhanced protections for landlords.

Besides, the study indicated that although Article 30 of Law No. (26) of 2007 aims to protect sub-tenants, but it creates practical difficulties for landlords. Even after terminating the main lease due to a tenant's breach, landlords may be unable to reclaim the leased real property if a valid sublease exists. This limits their ability to relet or repurpose the leased real property. Landlords may also be bound by sublease terms that conflict with their business plans, especially if the sublease contract extends beyond the main lease contract. Furthermore, the absence of a direct contractual relationship with the sub-tenant restricts the landlord's ability to enforce obligations or resolve disputes. These constraints reduce flexibility and control, highlighting the need for stronger legal protections for landlords in subletting situations.

6.3.2.7 Findings on the Legal Deficiencies in Terms of Long-Term Lease Contracts in the Applicable Rental Laws in Dubai, UAE

The study discovered that Dubai's rental laws, specifically Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, did not address the complexities associated with long-term lease contracts, leaving their regulation to the discretion of local authorities rather than regulating them into a unified legal framework. These laws do not provide a clear definition or legal scope for long-term lease contracts, creating a legal grey area where such contracts are neither treated as standard leases nor as ownership rights. This lack of clarity results in legal uncertainty for landlords and weakens the predictability necessary for long-term residential or commercial planning, placing landlords at a disadvantage in managing their contracts.

Moreover, the study revealed that leaving the regulation of long-term lease contracts in Dubai to local administrative bodies without clear, unified legal standards results in inconsistent enforcement and interpretation. In the absence of a legal framework, the validity and enforceability of long-term lease contracts rely heavily on the negotiated contract terms and administrative discretion, which vary on a case-by-case basis. This creates legal uncertainty for both landlords and tenants, undermining the development of long-term lease contracts and ultimately weakening legal protection and confidence in such agreements.

Additionally, the study found that the absence of specific remedies or procedures for long-term lease contracts contributes to the legal uncertainty surrounding long-term lease contracts. Disputes involving breach, early termination, or misuse of the leased real property are addressed under general contract law, which fails to account for the unique nature of long-term lease contracts. These leases often involve significant tenant investments, such as structural upgrades or long-term business operations, which are left insufficiently protected. At the same time, landlords face unclear procedural pathways when attempting to handle defaults or recover possession, highlighting the need for a clear legal framework to govern long-term lease contracts.

6.3.2.8 Findings on the Legal Deficiencies in Terms of The Evacuation in the Applicable Rental Laws in Dubai, UAE

The study found that the enforcement of eviction claims is hindered by procedural and administrative inconsistencies between key authorities, most notably the Dubai Municipality and DEWA. The lack of harmonisation between statutory provisions and administrative practices creates operational bottlenecks, as illustrated in Case No. 02/956/2017, where the landlord's inability to obtain a demolition permit, due to conflicting procedural requirements, resulted in prolonged litigation, despite compliance with legal requirements.

The study reveals that Article 25(2)(b) of Law No. (33) of 2008, which requires eviction for restoration or comprehensive maintenance to be supported by a technical report issued or certified by the Dubai Municipality, has resulted in significant legal and procedural challenges. For instance, landlords frequently encounter lengthy delays in inspections and certifications, which obstruct their ability to conduct urgent maintenance and often lead to further deterioration of the real property.

Moreover, the study discovered that Article 25(2)(b) has strained landlord–tenant relations, as tenants regularly contest the validity of technical reports or allege collusion between landlords and municipal authorities. Such disputes have given rise to protracted litigation and increased financial burdens for landlords.

Additionally, the study also discovered that the absence of a statutory definition of “restoration” or “comprehensive maintenance” has created further ambiguity, leaving the matter open to subjective judicial interpretation. This lack of clarity results in inconsistent rulings across similar disputes, thereby undermining legal predictability and weakening the stability of the rental sector.

The study further indicated that Law No. (33) of 2008 lacks adequate enforcement mechanisms to protect landlords against fabricated claims, thereby rendering their statutory rights to pursue eviction ineffective. This deficiency not only undermines landlord autonomy but also diminishes investor confidence in Dubai’s rental sector. Further, the study found that Law No. (33) of 2008 does not shield landlords from counterclaims, leaving them vulnerable to challenges even when pursuing legitimate renovation purposes.

Besides, the study reveals that the statutory requirements under Article 25(2)(c) impose an excessive burden on landlords seeking to recover possession for personal use or for use by a first-degree relative. The absence of a precise legal definition for “own use” invites judicial subjectivity and inconsistent application, while the undefined standard of proof for the non-existence of alternative suitable real property leads to legal uncertainty, prolonged disputes, and increased litigation costs.

Furthermore, Article 25(2)(c) did not consider legitimate circumstances where available alternative real property is unsuitable due to location, size, or condition, thereby constraining landlord autonomy and potentially deterring investment in rental real properties, ultimately weakening confidence in the rental market and reducing its growth potential.

Moreover, the study indicates that Law No. (33) of 2008 does not impose statutory penalties on landlords who abuse eviction grounds under Article 25, enabling exploitation of legal loopholes and increasing the risk of unjust evictions. This legislative gap contributes to tenant insecurity, housing instability, and erosion of trust in the rental system.

Furthermore, the study discovered that Article 25(1)(a), which allows eviction for non-payment of rent within thirty (30) days of notice, fails to adequately account for tenants' temporary financial hardships, such as unexpected emergencies or salary delays, thereby heightening the risk of premature eviction.

6.3.2.9 Findings on the Compatibility of Dubai's Rental Laws with International Legal Standards and Laws

The study reveals a well-defined spectrum of perspectives. The majority of respondents (1), (2), (3), (7), and (11) favoured a model of regulatory sovereignty, stressing that Dubai's rental laws should be tailored to its internal demographic and economic context. These voices highlighted the limitations and potential risks associated with full alignment with international legal standards and laws. In contrast, respondents (6), (9), and (12) suggested that Dubai's legal system is already in line with, or even exceeds, international legal standards and laws, especially in its capacity to support investment and uphold basic principles of fairness and order. Finally, respondents (4) and (8) underscored the importance of internal legal reform. While they acknowledged the strengths of Dubai's rental laws, they emphasised the need to address procedural loopholes and improve legal clarity to enhance the credibility and protection of landlords.

6.3.3 Findings on Practical Problems Affecting Lease Contracts in Dubai, UAE

The following explains the findings on the practical problems identified across all cases adjudicated by the Magistrate Courts and Conciliation Courts, First Instance Divisions, and the Appellate Division.

6.3.3.1 Findings on The Practical Problems Affecting Lease Contracts in Dubai, UAE, as Revealed Through Rulings Issued by Magistrate and Conciliation Courts

The study found that lease contracts in Dubai continue to depend heavily on post-dated cheques as a form of payment security. However, there is no integrated mechanism to monitor these cheques in real-time or to initiate legal procedures in the event of default automatically. This gap enables delays in enforcement and increases the burden on landlords.

Besides, the study found there is no digital system in place to monitor compliance with settlement agreements, track cheque clearance, or verify timely tenant move-out. As a result, landlords are required to manually oversee compliance, which increases the risk of delays and disputes.

Additionally, the study found that compensation for utility service disruptions (for instance, water or electricity outages) is determined arbitrarily, as there is no regulatory guideline or per diem compensation model. This results in inconsistent outcomes and prolonged negotiation periods between parties.

6.3.3.2 Findings on The Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by the First Instance Division

The study found that tenants were able to exploit the absence of real-time cheque validation systems by issuing multiple dishonoured post-dated cheques. This practice allowed them to intentionally delay payment obligations, with no immediate legal or financial consequences tied to their banking systems.

Furthermore, although many lease contracts include penalty clauses, such as fines for bounced cheques, the study revealed that landlords must initiate new legal proceedings to enforce these clauses. This required additional court rulings, which increased the procedural burden and prolonged the resolution.

Moreover, the study found that lease enforcement systems are not digitally connected to utility providers. The disconnect places the burden on landlords to manually verify whether tenants have cleared their electricity, water, and other service bills. The absence of digital linkage between lease systems and utility providers prevented the streamlined clearance of the leased real properties before release or repossession.

The study revealed that administrative fees, such as service charges outlined in lease contracts, are not automatically enforceable. For instance, while lease contracts may explicitly state that landlords are entitled to recover a percentage-based administrative fee (commonly around 5%), current legal procedures in Dubai do not permit automatic enforcement of these clauses. As a result, landlords are compelled to initiate additional court proceedings merely to claim pre-agreed fees. This, in turn, diminishes the efficiency of written terms in the lease contract and weakens their practical effect.

6.3.3.3 Findings on the Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by the Appellate Division

The study found that landlords with legitimate grievances are denied appellate review when the monetary value is less than the AED 100,000 monetary threshold. This limitation effectively bars lower-value but substantively valid cases from being reconsidered, restricting the principle of fair access to justice.

Moreover, the study identified that the appellate system exhibits zero tolerance for procedural mistakes made in good faith. This, in turn, creates a high-risk environment for those unfamiliar with legal technicalities and who do not fully understand the layered requirements.

6.4 Recommendations of the Study

The following addresses the recommendations on the challenges in law regulating the rent procedure in Dubai, UAE; the legal deficiencies in rental laws in Dubai, UAE; and the practical problems affecting lease contracts in Dubai, UAE.

6.4.1 Recommendations on the Law Regulating the Rent Procedure in Dubai, UAE

The study recommended that further reforms focus on addressing the persistent challenges in the governance of lease contracts in Dubai. While the statutory framework is comprehensive, the gap between legislative intent and practical application must be narrowed. First, greater emphasis should be placed on simplifying eviction procedures by introducing clearer, standardised guidelines to minimise ambiguity and ensure consistency in enforcement. Second, legal literacy initiatives should be strengthened, particularly for those with limited access to legal expertise. This may include awareness campaigns, user-friendly guidance materials, and the provision of subsidised legal advisory services to enhance understanding of rights and obligations under lease contracts. Third, procedural safeguards must be reinforced to ensure equitable treatment of all parties, especially in disputes, by reducing reliance on complex legal processes and streamlining access through digital platforms. Finally, continuous review and refinement of the *Ejari* registration system are necessary to maintain its effectiveness in guaranteeing transparency, enforceability, and integration with government services. These measures, if implemented, would contribute to strengthening investor confidence and consolidating Dubai's position as a global hub for real property governance.

In light of the study's findings on landlord rights under Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, it is recommended that additional measures be introduced to strengthen the balance between protecting landlords' investments and ensuring fairness in the landlord–tenant relationship. While landlords already enjoy robust legal protections, landlord inspection rights should be more explicitly regulated to safeguard tenant privacy while maintaining the landlord's ability to monitor the condition of their leased real property. Additionally, compensation claims for damages exceeding normal wear and tear should be supported by transparent valuation mechanisms to minimise disputes over maintenance deposit deductions. To reinforce these protections, digital reporting platforms could be introduced to document inspections, repairs, and claims, thereby increasing accountability and reducing conflicts. Doing so would preserve landlords' investments, enhance transparency in lease enforcement, and encourage responsible tenant behaviour, ultimately contributing to a more stable and equitable rental market in Dubai.

Based on the study's findings regarding the rights of tenants under Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, it is recommended that further measures be implemented to strengthen tenant protections while ensuring balance in the landlord–tenant relationship. First, the right to renew or amend lease contracts, although legally established, would benefit from clearer procedural guidelines and tenant-focused awareness campaigns to ensure tenants are fully informed of their rights and timelines. Moreover, while landlords are obligated to maintain leased real properties, the system would benefit from the introduction of standardised maintenance benchmarks and digital reporting systems to monitor compliance and protect tenants from neglect. Finally, the implied tenant right to privacy and freedom from interference should be explicitly codified into Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, rather than being left to judicial interpretation, to ensure greater legal certainty and consistency in application.

Additionally, the analysis of landlords' obligations in Dubai demonstrates that these duties play a fundamental role in safeguarding tenants' rights and ensuring the stability of relationships between landlords and tenants. However, it is recommended that greater clarity and enforcement mechanisms be developed to strengthen compliance with these statutory obligations. In particular, the obligation under Article 15 of Law No. (33) of 2008 to deliver leased property in "good condition" should be supported by clearer regulatory guidelines defining minimum habitability and usability standards across residential and commercial real properties. This would reduce interpretative ambiguities and ensure consistent protection for tenants. Concerning Article 17, which protects tenants from alterations that interfere with the leased real property use, enhanced penalties for non-compliance would provide stronger deterrence and protect tenants' uninterrupted enjoyment.

Besides, regarding the tenants' obligations in Dubai, the study suggested that the enforcement of tenant obligations be further clarified and supported by practical mechanisms. For instance, the requirement under Article 21 for tenants to return the property in its original condition, subject to normal wear and tear, should be supported by standardised inspection protocols to avoid disputes over property condition at the end of the lease contract.

Additionally, the study recommended that reforms to the MCD in Dubai should focus on enhancing enforceability, rights awareness, and procedural fairness to ensure its long-term effectiveness. Specifically, the mediated settlements should be afforded automatic enforceability once ratified by the supervising authority. This, in turn, reduces the risk of escalation to formal litigation and promotes greater confidence in mediation outcomes. Besides, the introduction of a structured framework mandating that parties be fully informed of their legal rights before and during mediation is essential. This could include standardised guidelines and the provision of independent legal advice or awareness sessions. Finally, to address the imbalance of financial power between landlords and tenants, the MCD should implement protective mechanisms, such as ensuring access to legal aid or neutral advisory services, as well as adopting oversight measures to prevent undue pressure or coercion.

Regarding the RDSC, the study recommended that measures should be taken to increase transparency within tribunal processes, such as providing clearer procedural guidelines and publishing case outcomes to promote consistency and accountability. Additionally, reducing dispute registration costs would make the system more accessible, particularly for tenants and smaller landlords who may otherwise be deterred from pursuing their rights due to financial constraints.

Moreover, the study recommended that to strengthen arbitration's effectiveness, reforms should prioritise enhancing procedural clarity, ensuring that processes are streamlined and user-friendly. Additionally, reducing arbitration costs would make the system more accessible to a wider range of stakeholders, particularly tenants and small-scale landlords. Furthermore, expanding safeguards to protect less-resourced parties is essential to ensure equitable participation and fair outcomes. Doing so would not only improve accessibility and inclusivity but also reinforce confidence in Dubai's arbitration system as a reliable and fair mechanism for resolving rental disputes.

Moreover, the study suggested that in order to strengthen the institutional effectiveness and long-term sustainability of ST-Dubai, several structural and procedural shortcomings must be addressed. First, measures should be taken to mitigate case backlogs by considering the establishment of multiple tribunals or specialised panels to manage the high volume of disputes more effectively. Second, transparency should be improved through the regular publication of decisions and enforcement outcomes. Third, the absence of an appeal mechanism requires reconsideration, as while it expedites finality, it also raises legitimate concerns regarding fairness, judicial oversight, and potential conflicts of interest. Introducing a limited right of appeal would strike a balance between efficiency and fairness. By addressing these reforms, ST-Dubai can reinforce its role as a credible and transparent institution within Dubai.

Finally, the study suggested that in order to improve accessibility, the DLD should implement user-friendly alternatives and provide dedicated support services, particularly for the elderly and those residing abroad who may face difficulties in adapting to digital platforms. In addition, measures must be reinforced to mitigate cybersecurity risks, including the adoption of advanced security protocols, continuous monitoring systems, and awareness campaigns to protect sensitive real property data.

6.4.2 Recommendations on the Legal Deficiencies in Rental Laws in Dubai, UAE

The following explains the recommendations on legal deficiencies in rental laws in Dubai, UAE, as outlined below.

6.4.2.1 Recommendations on Legal Deficiencies in the Effectiveness of the Applicable Rental Laws in Dubai, UAE

In response to the identified gap, it is recommended that Dubai's rental laws be amended to include clear and explicit statutory provisions governing early lease termination by tenants. Such provisions should establish a balanced framework that recognises both the tenant's need for flexibility, particularly in cases of genuine hardship, and the landlord's right to compensation for legitimate losses. This could involve setting out specific conditions under which unilateral termination is permitted, such as job relocation, medical emergencies, or financial distress, along with predefined compensation mechanisms to avoid arbitrary or excessive claims. Introducing a legally defined process for early termination would reduce reliance on inconsistent contractual clauses, enhance legal certainty, and ensure greater fairness and predictability in landlord-tenant relationships. This reform would also strengthen both landlord and tenant protection while maintaining the overall integrity and stability of the rental market. The following is a proposed article that regulates early termination of the lease contract by the tenant.

> 1) A tenant may, under exceptional and justified circumstances, terminate the lease contract before the expiry date, subject to providing written notice of no less than sixty (60) days to the landlord.
>
> 2) Exceptional circumstances may include, but are not limited to:
> a) Involuntary job relocation outside the Emirate of Dubai;
> b) Documented financial hardship or insolvency;
> c) Severe medical or family emergencies;
> d) Any other condition deemed valid by the competent authority.
>
> 3) In such cases, the tenant shall be obligated to compensate the landlord in accordance with a reasonable and predefined formula established by the competent authority or as stipulated in the lease contract, whichever is less burdensome to the tenant.
>
> 4) Where the lease contract lacks a specific clause addressing early termination, the provisions of this Article shall apply by default.

5) The competent authority shall issue regulations to determine the acceptable forms of evidence, the method for calculating compensation, and any necessary procedural requirements to ensure fair and balanced enforcement of this Article.

Moreover, the study recommended that Dubai's rental sector integrate blockchain to enable automated enforcement of lease terms, such as triggering penalty clauses or issuing notices upon non-payment, thus reducing manual intervention and associated delays. In parallel, a blockchain-powered tenant record system should be established to provide a secure, accessible, and tamper-proof history of rental transactions, payment behaviours, and compliance records, enabling landlords to assess tenant reliability before entering into lease agreements. To further enhance operational efficiency, reliance on intermediaries should be minimised by adopting real-time blockchain verification of transactions, which would lower administrative costs and reduce the likelihood of disputes escalating to formal adjudication.

Finally, the study recommended that Dubai undertake a comprehensive legislative review aimed at enhancing the regulatory precision of its rental laws. This reform should focus on supplementing the existing general principles with detailed and context-specific provisions that clearly define key contractual terms, such as rent adjustment mechanisms based on the "market conditions". Standardised definitions and interpretive guidelines should be introduced to minimise ambiguity and promote consistency in the drafting and enforcement of lease contracts. This would reduce interpretive disputes, improve legal certainty, and enhance the overall predictability and stability of Dubai's rental market. The following is a proposed article that regulates rent adjustment mechanisms.

1) For the purposes of this Law, the term “market conditions” shall mean the prevailing rental value for comparable real properties in the same geographic area, with similar characteristics, facilities, and use, as determined by reference to the official rental index issued by the competent authority in the Emirate or by an accredited valuation report prepared by a licensed real estate valuer.

2) Any clause in a lease contract providing for rent adjustments based on “market conditions” shall specify:
a) The permissible percentage range of adjustment within the lease term; and
b) The methodology and sources to be used in determining such adjustment.

3) Where the lease contract is silent on the permissible adjustment percentage or methodology, the adjustment shall not exceed the rate determined under the official rental index for the relevant period.

6.4.2.2 Recommendations on the Shortcomings In Terms Of The Scope Of The Applicable Rental Laws In Dubai, UAE

It is recommended that Article 3 of Law No. (33) of 2008 be revised to explicitly address the status of residences occupied under emergency, temporary, or government-issued occupancy permits. Its failure to regulate crisis-based or state-provided housing arrangements creates a legal vacuum that exposes vulnerable tenants to uncertainty and a lack of protection.

Doing so would play a vital role in establishing minimum standards of occupancy rights, procedural safeguards, and dispute resolution mechanisms for individuals residing in such temporary or crisis-related accommodations. In other words, this reform would close the existing legislative gap and provide necessary legal protection to a category of tenants currently excluded from Dubai's rental laws. The following is a proposed article to regulate residences occupied under emergency, temporary, or government-issued occupancy permits.

1) Real properties occupied under emergency, temporary, or government-issued occupancy permits shall fall within the scope of Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, notwithstanding their provisional or crisis-related nature.

2) Minimum standards of occupancy rights shall be guaranteed to tenants residing in such accommodations, including but not limited to:

a) Protection against arbitrary eviction during the validity of the permit;

b) Access to basic utilities and essential services;

c) Procedural safeguards in cases of termination or relocation.

3) The competent authority shall establish dispute resolution mechanisms specifically designed to address conflicts arising in temporary or crisis-based housing arrangements, ensuring timely and accessible adjudication.

4) In the event of a conflict between the provisions of this Article and other laws, the provisions most favourable to the tenant shall prevail, subject to the overriding authority of emergency or government directives issued during times of crisis.

The study recommends that the UAE legislator explicitly incorporate a statutory provision within Dubai's rental laws establishing a maximum duration for lease contracts. Such a measure would serve to safeguard the rights of both landlords and tenants, while promoting equilibrium in the contractual relationship. For tenants, a fixed maximum term would offer greater stability and shield them from sudden disruptions. This stability would also enable tenants to settle in their leased real property with confidence, thereby contributing to social and economic security. Simultaneously, the establishment of a maximum lease term would also serve the interests of landlords, providing them with predictability of income and the assurance that the leased real property would be returned for future use or re-investment after a clearly defined period. This would enhance the financial planning and sustainability of real property investments while maintaining a fair and transparent relationship between the parties involved in the contract.

Given the substantial importance of *Waqf* real properties within Dubai and their unique legal character, it is recommended that Dubai's rental laws be amended to include dedicated provisions regulating the *Waqf* lease contract. This would ensure legal clarity, honour the special status of *Waqf* real properties, and provide appropriate contractual protections for both the landlord (as trustee of the *Waqf*) and the tenant.

Moreover, the study recommended that Article 27 of Law No. (26) of 2007 be revised to address both the burdens placed on landlords and the legal ambiguity surrounding the continuity of the commercial lease contracts. The current provision, while ensuring stability for heirs, negatively impacts landlords by delaying real property repossession and creating administrative challenges in dealing with multiple heirs. To mitigate these effects, the law should incorporate clear procedures and time limits for lease continuation after a tenant's death, along with a standardised notification and verification process for identifying rightful successors. Furthermore, the article should be expanded to explicitly address commercial lease contracts involving business partners or co-founders. By defining the rights and limitations of non-heir business partners in such scenarios, the revised article would provide greater certainty and protection for all parties involved. This, in turn, would enhance the predictability of commercial lease continuity in the event of a tenant's death.

6.4.2.3 Recommendations on The Legal Deficiencies in Terms of the Obligations of the Landlord and the Tenants in the Applicable Rental Laws in Dubai, UAE

To overcome the legal deficiencies arising from Article 15 of Law No. (33) of 2008, this study recommended the following amendment to Article 15,

> 1) If the landlord fails to deliver the leased real property in good condition suitable for its intended use, as stipulated under Article 15 of this Law, the tenant shall have the right to:
> a. Request that the landlord rectify the defect within a reasonable period not exceeding fifteen (15) days from the date of written notice;
> b. Suspend rent payments until the leased real property is delivered in a good and functional condition;
> c. Terminate the lease contract without penalty if the defect substantially impairs the intended use of the leased real property, and the landlord fails to remedy it within the specified period;
> d. Claim compensation for any direct losses or damages resulting from the landlord's breach of duty, including costs incurred due to delayed occupancy, relocation, or loss of business operations.
>
> 2) Any clause in the lease contract that seeks to waive or limit the tenant's rights under this Article shall be deemed null and void.

Moreover, the study suggested that Article 18 of Law No. (26) of 2007 be amended to introduce clear procedural safeguards and regulatory standards governing tenant improvements. To prevent arbitrary delays or refusals by landlords, the law should specify a mandatory response timeframe, for example, within 15 working days of receiving the tenant's request, after which silence may be deemed as consent or subject to review by the competent authority.

Additionally, the law should define the scope of the phrase "affecting the structure" to reduce ambiguity and prevent unnecessary disputes. An enforcement mechanism should also be introduced, allowing tenants to appeal unjustified refusals or delays through a streamlined process. These amendments would enhance transparency, reduce conflicts, and support investment in real property. The following is a proposed amendment to Article 18,

> 1) The landlord shall respond in writing to any tenant's request for improvements or modifications to the leased real property within fifteen (15) working days from the date of receipt. Failure to respond within this period shall be deemed an unjustified delay and may be subject to review by the competent authority.
>
> 2) The landlord may not unreasonably withhold or delay approval of tenant improvements that do not materially affect the structural integrity of the leased real property.
>
> 3) The term "affecting the structure" shall be interpreted narrowly and shall include only modifications that alter load-bearing walls, foundations, or major building systems.
>
> 4) If the landlord refuses the request, the refusal must be accompanied by written justification. The tenant may file a complaint with the competent authority if the refusal is deemed arbitrary or lacking a legal basis.

5) The competent authority shall have the power to review disputes under this Article and may grant conditional or full approval of the proposed improvements based on public safety, building regulations, and contractual fairness.

6) Any clause in the lease contract that limits or waives the tenant's rights under this Article shall be considered null and void unless approved by the competent authority.

Further, the study recommended that Article 19 of Law No. (26) of 2007 should be amended in order to provide a precise definition of "customary for tenants to undertake". Additionally, a mandatory notification and approval system should be introduced for all non-minor maintenance or alteration works, including pre-approved templates and a landlord response timeframe.

Article 19 of Law No. (26) of 2007 should also require periodic inspections, with notice given to tenants, to detect unauthorised changes early and prevent costly damage. Furthermore, to mitigate the risk of unlicensed work, the landlord should be entitled to verify the tenant's compliance with all applicable regulatory requirements before consent is granted. The following is a proposed amendment to Article 19.

1) "customary for tenants to undertake" refers to minor maintenance works typically undertaken by tenants, such as interior painting or replacing fixtures.

2) Tenants must not carry out non-minor maintenance, alterations, or structural works without:

a. Prior written notice to the landlord,
b. Written approval from the landlord within 15 working days, and
c. Necessary permits from competent authorities.

> 3) The landlord has the right to verify permits before granting approval, and silence does not constitute consent unless stated in the lease.
>
> 4) Landlords may conduct periodic inspections with at least 5 days' written notice, provided they are reasonable and non-intrusive.
>
> 5) Unauthorised work may justify the termination of the lease contract or a claim for damages.

The study recommends that the UAE lawmakers introduce clear and explicit provisions requiring tenants in commercial leases to provide sufficient movable property on the real property. This measure would enhance the enforceability of rent collection, ensure contractual compliance, and mitigate the financial risks incurred by landlords. The following is a proposed article that determines the right of the landlord to seize abandoned movables and obligations of the commercial tenant to provide movables.

> 1) In the event that the tenant vacates the leased real property while leaving behind movable property and without settling outstanding rental obligations, the landlord shall have the right to request the competent court to seize such movable property as security for unpaid rent, subject to the provisions of enforcement and commercial practice.
>
> 2) The above right shall not extend to movables legally exempt due to their professional or retail nature."
>
> 3) Tenants leasing commercial real property shall be obligated to place sufficient movable property within the leased real property to guarantee the payment of rent, unless otherwise agreed. Any

exemption from this requirement must be explicitly stated in the lease contract.

6.4.2.4 Recommendations on The Legal Deficiencies Regarding Rent Deposit Procedures in the Applicable Rental Laws in Dubai, UAE

Thy study recommended that Law No. (33) of 2008 be amended to include an explicit provision regulating the legal effect of judicial notices that demand rent amounts exceeding the actual sum owed under the lease contract. The following is a proposed article that regulates the judicial notices demanding rent in excess of the amount owed.

1) A judicial notice demanding payment of rent shall accurately reflect the rent due under the lease contract and applicable laws or regulations.

2) Unless otherwise agreed by the parties to the lease contract,
a. Where the amount demanded in the judicial notice exceeds the actual rent owed, the notice shall remain valid in respect of the undisputed portion, provided that the overstatement is minor and does not materially prejudice the tenant's ability to assess and comply with the demand.

b. Where the overstatement is substantial or made in bad faith, the judicial notice shall be deemed invalid, and the tenant shall retain the right to remain in the leased property, provided that the actual rent owed is paid within the statutory period.

3) A tenant who pays the undisputed portion of the rent within the statutory period, while formally contesting the overstated amount before the competent authority, shall not be considered in default solely for non-payment of the contested amount.

4) Judicial notices must include a clear and itemised breakdown of the rent claimed, specifying:

i) The contractual rent amount;

ii) Any lawful adjustments; and

iii) The calculation method and legal basis for the total amount claimed.

5) A landlord who intentionally overstates the rent in a judicial notice may be subject to penalties, cost sanctions, or other measures determined by the competent authority.

Furthermore, the study suggested that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, be revised to include a clear and explicit provision regulating the deposit of rent payments into the court's treasury during the pendency of a dispute. Specifically, the law should state whether such a deposit is deemed a valid discharge of the tenant's rental obligation and under what conditions. This addition would reduce legal uncertainty, limit reliance on discretionary judicial interpretation, and promote consistent outcomes in similar cases. The following is a proposed article that regulates the deposit of rent in case of dispute.

> In the event of a dispute between the landlord and tenant concerning rent payment, the tenant may deposit the contested rent amount into the treasury of the competent court. Such a deposit shall be considered a valid discharge of the tenant's rental obligation, provided that the deposit is made within the contractually or legally prescribed timeframe. The court shall notify the landlord of the deposit and shall determine the final entitlement upon resolution of the dispute.

6.4.2.5 Recommendations on the Legal Deficiencies in Terms of Increasing the Rent in the Applicable Rental Laws in Dubai, UAE

It is recommended that Article 10 of Law No. (26) of 2007 be amended to grant the RERA complementary authority not only to determine rental increase rates but also to regulate and, where necessary, reduce rents in response to adverse economic conditions such as currency devaluation or economic downturns. This expanded mandate would ensure a more balanced and adaptive regulatory framework that protects tenants from excessive financial burdens during economic hardship, while maintaining fairness and stability in the rental market. The following is a proposed amendment to Article 10 of Law No. (26) of 2007.

> 1) In addition to determining rental increase rates in accordance with applicable regulations, the RERA shall have the authority to regulate and, where necessary, reduce rents in response to adverse economic conditions, including but not limited to currency devaluation, recession, or other significant market disruptions.
>
> 2) RERA shall establish clear criteria and procedures for implementing rent reductions, taking into account:
> a. The severity and duration of the economic conditions;
> b. The impact of such conditions on tenants' ability to meet rental obligations; and
> c. The need to maintain a fair return for landlords while ensuring market stability.
>
> 3) Any rent reduction implemented under this Article shall be temporary in nature and subject to periodic review. Such measures shall be lifted or adjusted when economic conditions improve to a level that no longer justifies their application.

4) Decisions issued by RERA pursuant to this Article shall be binding on all lease contracts, whether existing or renewed, for the duration specified in the decision.

5) All decisions taken under this Article shall be published through official channels and accompanied by a statement of reasons, to ensure transparency and predictability in the rental market.

The study suggested that Article 9 of Law No. (33) of 2008 be amended to introduce clearer statutory guidelines and objective criteria for the Tribunal when determining rent in cases where it is not specified or cannot be proven. These criteria should require consideration of specific and verifiable factors, including the property's location, size, condition, age, recent renovations or upgrades, prevailing market rates for comparable properties, and any unique features that enhance its value.

In addition, the amendment should mandate the use of official valuation reports prepared by accredited real estate valuers or reference to the Dubai Rental Index as a baseline, thereby reducing subjectivity and ensuring decisions are grounded in transparent, evidence-based assessments. The law should also require the Tribunal to provide written reasoning for rent determinations, enabling both parties to understand the basis of the decision and, if necessary, seek judicial review.

Doing so would minimise inconsistencies in rulings, enhance predictability for landlords in income planning and investment decisions, and maintain fairness for tenants by ensuring that rent assessments are both transparent and objectively justified. This, in turn, would promote greater stability in Dubai's rental market. The following is a proposed amendment to Article 9 of Law No. (33) of 2008.

1) In cases where the rent amount is not specified in the lease contract and cannot be proven, the Tribunal shall determine the rent based on clear, objective, and verifiable criteria, including but not limited to:
a. The location of the property;
b. The size, type, and layout of the property;
c. The condition and age of the property;
d. Any recent renovations, improvements, or upgrades;
e. Prevailing market rates for comparable properties in the same area; and
f. Any unique features or amenities that add value to the property.

2) The Tribunal shall, as a baseline, refer to:
a. The Dubai Rental Index issued by the competent authority; and/or
b. Official valuation reports prepared by accredited real estate valuers registered with the competent authority.

3) The Tribunal shall issue a written decision detailing the factors considered, the evidence relied upon, and the methodology used in determining the rent amount. This written reasoning shall form part of the official case record and be provided to both parties.

4) Either party to the lease contract may request judicial review of the Tribunal's rent determination on the grounds of misapplication of the criteria or reliance on materially incorrect valuation data.

5) The rent amount determined pursuant to this Article shall be binding on both parties for the period specified in the lease contract, unless otherwise adjusted in accordance with applicable rental laws and regulations.

6.4.2.6 Recommendations on the Legal Deficiencies in Terms of Sublease or Sub-tenant in the Applicable Rental Laws in Dubai, UAE

It is recommended that Article 22 of Law No. (26) of 2007 be amended to mandate that lease and sublease contracts explicitly allocate responsibility for the payment of all applicable taxes, fees, and charges related to the leased real property. This includes specifying whether such obligations fall on the landlord, tenant, or sub-tenant. The revised provision should further require that these terms be documented in writing. Establishing this contractual obligation in statutory language would enhance legal certainty and facilitate more consistent judicial enforcement in cases of disagreement. The following is a proposed amendment to Article 22 of Law No. (26) of 2007.

> 1) All lease and sublease contracts shall explicitly allocate the obligation for the payment of all applicable taxes, fees, and charges related to the leased real property.
>
> 2) The lease and sublease contract shall specify whether such obligations fall upon the landlord, tenant, or sub-tenant, in whole or in part, as agreed by the parties.
>
> 3) The allocation of such obligations shall be documented in writing within the lease or sublease contract and shall be binding on all parties involved in the lease and sublease contract.
>
> 4) In the absence of explicit contractual terms, the obligation for the payment of applicable taxes, fees, and charges shall be determined in accordance with default provisions issued by the competent authority.

Moreover, the study recommended that Article 24 of Law No. (26) of 2007 be revised to strengthen protections for landlords by introducing more precise regulatory mechanisms governing subleasing practices. Specifically, the amended article should require that, besides obtaining the landlord's written consent, such consent include specific conditions regarding the sub-tenant's qualifications and compliance with the original lease terms.

Additionally, the amended article should establish a formal notification process and empower landlords with the right to conduct periodic inspections or request disclosure of sublease contracts. These measures would reinforce the landlord's ability to maintain control over the use of their leased real property and mitigate potential risks arising from sub-tenancies. The following is a proposed amendment to Article 24 of Law No. (26) of 2007 governing subleasing practices.

> 1) Subleasing of leased real property shall require the landlord's prior written consent. Such consent shall specify conditions regarding the sub-tenant's qualifications and compliance with the original lease terms.
> 2) A formal notification process shall be established, requiring tenants to provide the landlord with written notice and relevant documentation of any proposed sublease contract before its commencement.
> 3) Landlords shall be empowered to
> a) Conduct periodic inspections of the leased real property to ensure compliance with the original lease and sublease terms;
> b) Request disclosure of the sublease contract and related documents from the tenant or sub-tenant.

Additionally, the study suggested that to address the procedural and legal challenges associated with Article 25(1)(b), it is recommended that the Dubai legislator introduce stronger regulatory safeguards within Dubai's rental laws. Specifically, the amended version of Article 25(1)(b) should require the inclusion of a compulsory registration system for approved sublease contracts with the competent authority, to ensure transparency and accountability. The amended version of Article 25(1)(b) should also provide landlords with the right to seek compensation for financial losses or real property damage resulting from unauthorised subleasing. Furthermore, procedural reforms should allow for expedited eviction proceedings in such cases to reduce delays and minimise disruption.

Lastly, public awareness campaigns and standardised lease templates should be promoted to ensure that tenants and sub-tenants understand their obligations and the consequences of non-compliance. These measures would strengthen the enforcement framework, reduce legal uncertainty, and better safeguard landlords' rights in the face of unauthorised occupancy. The following is a proposed amendment to Article 25(1)(b) of Law No. (26) of 2007 concerning unauthorised subleasing.

> 1) All sublease contracts shall be subject to compulsory registration with the competent authority in order to be valid and enforceable. Failure to register a sublease shall render it null and void.
>
> 2) Landlords shall have the right to seek compensation for financial losses or real property damage resulting directly or indirectly from unauthorised subleasing.
>
> 3) In cases of unauthorised subleasing, expedited eviction proceedings shall be made available to landlords, subject to the procedural safeguards established by the competent authority.
>
> 4) The competent authority shall promote public awareness campaigns and adopt standardised lease and sublease templates to ensure that tenants and sub-tenants fully understand their obligations and the legal consequences of non-compliance.

6.4.2.7 Recommendations on the Legal Deficiencies in Terms of Long-Term Lease Contracts in the Applicable Rental Laws in Dubai, UAE

The study recommended that Law No. (26) of 2007, and its subsequent amendment, Law No. (33) of 2008, be further revised to explicitly define and regulate long-term lease contracts within a unified and coherent legal framework. This should include a clear statutory definition of long-term lease contracts, outlining their minimum duration, registration requirements, enforceability, and the rights and obligations of both parties.

By regulating long-term lease contracts into the main legislative structure, rather than leaving them to discretionary local authority practices, the law would enhance legal certainty, support investment confidence, and provide landlords with the predictability necessary for effective long-term real property management and planning. The following is a proposed article that regulates the long-term lease contracts.

> 1) A long-term lease contract shall be valid only if it stipulates a term of not less than ten (10) years and not more than ninety-nine (99) years from the date of execution.
>
> 2) All long-term lease contracts must be registered with RERA or other competent authority.
>
> 3) Registration shall include:
> i) The full text of the lease contract;
> ii) A legal description of the property, including location, size, intended use, and title reference;
> iii) Full details of the landlord and tenant, including identification numbers or corporate registration details;
> iv) Annexes, floor plans, schedules, or any addenda forming part of the agreement.

v) Failure to register a long-term lease contract shall render it unenforceable against third parties and limit its evidentiary value in legal proceedings.

4) A registered long-term lease contract shall be binding for the full contractual term and enforceable before all judicial and administrative bodies. Any early termination or amendment shall be subject to the conditions set forth in this Law, the lease contract, and applicable regulations.

5) The landlord shall:

i) Deliver the leased real property in good condition, fit for its agreed use;

ii) Maintain the leased real property as stipulated in the contract or required by law;

iii) Respect the tenant's possession and contractual rights for the entire term.

6) The tenant shall:

i) Use the leased real property solely for its agreed purpose;

ii) Maintain it in good condition;

iii) Pay rent and other contractual charges on time;

iv) Comply with applicable laws, planning regulations, and building codes.

7) The long-term lease contract may stipulate periodic rent adjustments, provided they are clearly defined in terms of timing, calculation method, and applicable caps. In the absence of contractual provisions, RERA may approve adjustments based on the Dubai Rental Index and independent valuation reports.

8) Long-term lease contracts may only be terminated before expiry

i) By mutual written consent of the parties;

ii) By tribunal order upon proven breach of contractual or legal obligations;

9) Disputes arising from long-term lease contracts shall be heard by the tribunal, which must take into account the registered contract, applicable statutory provisions, and market valuation evidence.

6.4.2.8 Recommendations on the Legal Deficiencies in Terms of The Evacuation in the Applicable Rental Laws in Dubai, UAE

Based on the identified legal deficiencies in terms of eviction, it is recommended that there is a need to amend Law No. (33) of 2008 to ensure procedural alignment with the administrative requirements of relevant authorities, particularly the Dubai Municipality and DEWA. This should include a coordinated eviction process for cases involving redevelopment or demolition, whereby demolition permits and no-objection certificates can be conditionally issued before tenant vacatur, subject to judicial verification. Such harmonisation would eliminate procedural bottlenecks, reduce litigation delays, and facilitate timely project execution.

Furthermore, the study recommended that the process of obtaining technical reports from the Dubai Municipality, as indicated under Article 25(2)(b) of Law No. (33) of 2008 should be reformed to minimise procedural delays. This could be achieved by introducing statutory timelines for inspections and certifications, or by allowing accredited independent technical experts, licensed by RERA, to issue reports under the supervision of the Dubai Municipality. These measures would alleviate administrative bottlenecks, reduce unnecessary delays, and enable landlords to undertake urgent maintenance without compromising tenant protection.

Additionally, the study suggested that Law No. (33) of 2008 should incorporate enforcement mechanisms to safeguard landlords from fabricated allegations of collusion. This may include imposing sanctions on tenants who file frivolous or unsubstantiated claims and granting landlords the right to seek compensation for damages arising from such conduct. In doing so, Law No. (33) of 2008 would preserve the statutory rights of the landlords. The following is a proposed amendment to Law No. (33) of 2008 concerning safeguards for the landlord against fabricated allegations of collusion.

1) Tenants shall be prohibited from filing frivolous, malicious, or unsubstantiated claims of collusion against landlords.

2) Where a tenant is found to have filed such claims, the competent authority or court may impose appropriate sanctions, including fines.

3) Landlords shall have the right to seek compensation for damages, financial losses, or reputational harm arising directly from fabricated or unsubstantiated allegations of collusion.

4) Evidentiary Standards
a) A claim shall be deemed frivolous where it lacks a reasonable factual basis, is unsupported by evidence, or is filed solely to delay proceedings.
b) A claim shall be deemed malicious where it is filed knowingly with false allegations, intended to harass, intimidate, or cause harm to the landlord.
c) Documentary evidence, witness testimony, or expert reports may be required to assess the validity of a claim.

5) Procedures for Adjudication
a) All allegations of frivolous or malicious claims shall be filed before the competent authority within 30 days of the disputed claim.

b) The competent authority shall conduct a preliminary review within 15 days to determine whether sufficient evidence exists to proceed.

c) A hearing shall be scheduled, allowing both parties to present evidence and arguments.

d) The decision shall be issued within 60 days of filing, subject to judicial appeal.

6) Sanctions and Remedies

a) Tenants found guilty of filing frivolous or malicious claims may be subject to:

i) A fine ranging from AED 10,000 to AED 50,000;

ii) Payment of the landlord's legal costs;

7) Repeat offenders may be subject to enhanced penalties, including termination of the lease contract.

Moreover, the study recommended that amendments should also address the vulnerability of landlords to counterclaims during legitimate eviction proceedings. Law No. (33) of 2008 should establish a framework that distinguishes between bona fide disputes and dilatory counterclaims designed merely to obstruct eviction. By introducing procedural safeguards to prevent abuse, the legislation would reduce litigation costs, ensure fairer outcomes, and restore landlord autonomy.

The study also recommended that Article 25(2)(b) of Law No. (33) of 2008 be amended to establish clearer statutory guidelines governing eviction for restoration or comprehensive maintenance. Specifically, Law No. (33) of 2008 should define with precision what constitutes "restoration" or "comprehensive maintenance," thereby eliminating reliance on subjective judicial interpretation and ensuring uniformity in judicial rulings. Such clarity would enhance legal predictability. The following is a proposed amendment to Article 25(2)(b).

> For the purposes of Article 25(2)(b).
>
> 1) "Restoration" shall mean structural or essential repair works necessary to preserve the safety, stability, and habitability of the leased real property, including but not limited to repairs of foundations, load-bearing walls, roofs, or essential utility systems.
>
> 2) "Comprehensive maintenance" shall mean major renovation or replacement works that extend beyond ordinary or routine maintenance, including complete upgrading of electrical, plumbing, or mechanical systems, or large-scale renovations required to comply with statutory safety, health, or building standards.
>
> 3) Restoration or comprehensive maintenance shall not include minor repairs, aesthetic improvements, or works that can reasonably be carried out without requiring the tenant to vacate the leased real property.

Furthermore, the study recommended that there is a need to introduce a precise statutory definition of "own use" under Article 25(2)(c), to reduce judicial subjectivity and provide clear interpretive guidance. Additionally, establish an objective and standardised evidentiary threshold for proving the non-existence of alternative suitable property, taking into account factors such as location, size, condition, and suitability for intended use. This amendment should also provide flexibility for landlords to reclaim leased real property in urgent or exceptional family circumstances, even if they own another property. The following is a proposed amendment to Article 25(2)(c).

> 1) For the purposes of this Article, "own use" shall mean occupation of the leased real property by the landlord or a first-degree relative as a primary residence or for a bona fide personal necessity directly

related to the landlord's or relative's livelihood, health, or essential living needs.

2) In order to establish a claim for own use, the landlord shall provide evidence demonstrating the absence of alternative suitable real property. Suitability shall be assessed based on objective factors, including but not limited to:

a) Location and accessibility;

b) Size and physical condition of the real property;

c) Suitability for the intended residential or personal purpose.

3) Notwithstanding the ownership of other real properties, landlords may reclaim leased real property in urgent or exceptional family circumstances, provided sufficient evidence is submitted to the competent authority or court.

Additionally, the study suggested that there is a need to incorporate explicit penalties for landlords who misuse eviction provisions under Article 25. These could include monetary fines, compensatory damages to tenants, or temporary restrictions on re-letting the property. Such penalties would act as a deterrent against unjust evictions, promote ethical landlord practices, and enhance tenant protection, thereby improving trust and stability in the rental market. The following is a proposed amendment to Article 25 concerning the penalties for misuse of eviction provisions.

1) Any landlord who misuses the eviction provisions set out in Article 25, including by initiating eviction without legitimate grounds or by re-letting the leased real property in contravention of the stated purpose, shall be subject to penalties.

2) Penalties may include:

a) Monetary fines imposed by the competent authority;

b) Compensation payable to the tenant for financial losses or damages suffered as a result of wrongful eviction;

c) Temporary restrictions on the landlord's right to re-let or re-lease the real property for a specified period.

Besides, the study suggested that there is a need to revise the thirty (30) day notice period to introduce greater flexibility in cases of temporary tenant hardship, such as unforeseen emergencies or salary delays. This could be achieved by allowing tenants to apply for a short-term extension, subject to evidence of hardship. Concurrently, streamline eviction proceedings for chronic non-payment to reduce the financial and temporal burden on landlords. Doing so would balance efficiency in rent recovery with compassion for genuine tenant difficulties. The following is a proposed amendment to Article 25(1)(a).

1) The thirty (30) day notice period for eviction due to non-payment of rent may be revised in cases of temporary tenant hardship, subject to approval by the competent authority.

2) Tenants facing unforeseen emergencies, such as medical crises, salary delays, or comparable circumstances beyond their control, may apply for a short-term extension of the notice period.

3) Applications for extension shall be supported by documentary evidence of hardship, including but not limited to medical reports, employer confirmations, or other relevant documentation.

4) The competent authority shall review such applications on an expedited basis and may grant an extension not exceeding sixty (60) additional days.

5) In cases of repeated non-payment without sufficient justification, eviction proceedings shall be conducted quickly to reduce burdens on landlords.

6.4.2.9 Recommendations on the Compatibility of Dubai's Rental Laws with International Legal Standards and Laws

Based on the findings regarding the compatibility of Dubai's rental laws with international legal standards and laws, several recommendations are proposed to guide the future development of Dubai's rental law. First, it is recommended that Dubai maintain its regulatory sovereignty by continuing to tailor its rental laws to the emirate's unique demographic, economic, and social context. This approach ensures that legal provisions remain relevant and responsive to local realities. At the same time, Dubai should consider the selective incorporation of international best practices, particularly in areas such as landlord protection, to enhance transparency, fairness, and global credibility without compromising national autonomy.

Furthermore, there is a clear need for periodic legal review mechanisms to address procedural loopholes, legal ambiguities, and enforcement challenges within Dubai's rental laws. Besides, regular assessments involving judicial and regulatory bodies would support continuous legal improvement and adaptability. Finally, meaningful and inclusive stakeholder engagement should be promoted in the reform process, involving landlords, tenants, legal experts, and investors. Such engagement would ensure that legal reforms reflect practical needs and foster trust in Dubai's rental law, thereby contributing to a more balanced, transparent, and investor-friendly legal environment.

6.4.3 Recommendations on Practical Problems Affecting Lease Contracts in Dubai, UAE

The following outlines the recommendations for addressing the practical problems identified across all cases adjudicated by the Magistrate Courts and Conciliation Courts, First Instance Divisions, and the Appellate Division.

6.4.3.1 Recommendations on The Practical Problems Affecting Lease Contracts in Dubai, UAE, as Revealed Through Rulings Issued by Magistrate and Conciliation Courts

The study recommended that Dubai implement an integrated digital rent payment system directly linked to banking institutions. This system should allow for real-time validation of cheque status. By doing so, landlords would receive immediate notifications in the event of cheque default, triggering automatic enforcement procedures and minimising delays in rent recovery.

Furthermore, the study suggested that DLD, in cooperation with the RERA, establish a digital compliance platform integrated with existing rental registration systems such as *Ejari*. This platform should automatically track cheque clearance, provide digital confirmation of move-in and move-out inspections, and record the fulfilment of settlement obligations. In addition, Dubai's rental laws should be amended to mandate the use of such a system by both landlords and tenants, ensuring that all compliance activities are digitally logged and verifiable. This would reduce the reliance on manual oversight, minimise the risk of disputes, and enhance transparency in rental relations. Furthermore, integration with judicial systems would enable the RDSC to access real-time compliance data, thereby expediting the enforcement of rulings and reducing procedural delays.

The study suggested that there is a critical need to establish a standardised and clear guideline for utility-related compensation. Regulatory bodies, such as the RERA, should introduce guideline that defines compensation parameters for essential service disruptions, including water or electricity outages. This guideline should include predetermined compensation ranges based on the duration and severity of the disruption, thereby ensuring consistency, reducing time, and promoting equitable outcomes across cases.

6.4.3.2 Recommendations on The Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by the First Instance Division

The recurrent misuse of post-dated cheques as a deliberate delay tactic necessitates the integration of real-time banking validation systems within Dubai's rental laws. It is recommended that post-dated cheques be digitally linked to automated alert mechanisms through secure financial platforms, enabling landlords and relevant authorities to be immediately notified upon cheque dishonour. Moreover, the introduction of a centralised rental payment gateway would ensure that payment defaults are promptly recorded and trigger predefined enforcement processes without necessitating repetitive court applications.

Furthermore, to reduce the inefficiency arising from the manual enforcement of penalty clauses, legislative amendments should authorise the automatic administrative enforcement of contractually agreed-upon penalties for dishonoured cheques. This would require registration of lease terms, including penalty clauses, within a centralised database. Once verified and authenticated, such clauses should be enforceable through streamlined administrative channels, thereby bypassing the need for separate judicial approval in every case and easing the burden on landlords and the judiciary.

Moreover, the issue of utility arrears highlights the critical need for a digital utility clearance system. It is recommended that a formal protocol be established to link rental registration platforms with utility providers, such as DEWA, and telecom companies. This integration would allow landlords to instantly verify whether tenants have settled all dues before the leased real property is vacated or transferred. Such a system could also generate automated utility clearance certificates, thereby facilitating faster repossession and protecting the landlord of the leased real property from unpaid liabilities.

Besides, it is recommended that urgent amendments be introduced to allow for the automatic enforceability of standard administrative fees explicitly stipulated in lease contracts. These amendments should apply to the lease contracts that are duly registered. Once lease contracts are verified and entered into official registries, clauses regarding fixed administrative fees (for instance, a 5% service fee) should be deemed presumptively valid and enforceable without the need for separate judicial proceedings. This would eliminate the need for additional litigation, ensuring that landlords can recover these fees efficiently and effectively.

6.4.3.3 Recommendations on the Practical Problems Affecting Lease Contracts in Dubai, UAE as Revealed Through Rulings Issued by the Appellate Division

It is recommended that Article 17 of the Decree No. (26) of 2013 be amended by introducing an exception clause that allows appeals for low-value claims involving serious habitability issues or repeated instances of tenant non-compliance. This would ensure that landlords with legitimate grievances are not denied access to appellate review simply because their claim does not meet the AED 100,000 threshold. Doing so would promote equity and access to justice.

Besides, the study recommended that the legislator introduce statutory provisions explicitly recognising and accommodating good-faith procedural mistakes, particularly in cases where such errors do not prejudice the opposing party. This could be achieved by amending the rental laws to include a “good-faith safeguard clause”, allowing parties to correct technical errors within a specified grace period without forfeiting their substantive rights. Moreover, the RDSC should be empowered to exercise judicial discretion in distinguishing between intentional non-compliance and genuine confusion.

6.5 Suggestions for Future Studies

This study is not comprehensive because it is impossible to cover all the underlying issues in a single study. Therefore, future research could explore the subject matter of this study by employing alternative research methodologies, such as a quantitative approach or by selecting a different sample population, to offer broader or more generalisable insights.

Additionally, future research may investigate the effectiveness of Dubai’s rental laws, particularly with regard to their role in resolving disputes between landlords and tenants. Moreover, future research could examine how the integration of digital platforms and emerging technologies, such as blockchain and smart contracts, might enhance compliance, transparency, and enforcement mechanisms within landlord–tenant relationships. Finally, future research could assess the adequacy of legal protections for real property investors, especially non-UAE nationals, to understand how practices and application of Dubai's rental laws influence investment behaviour in Dubai's rental market.

6.6 Conclusion

This chapter presents the findings derived from the preceding chapters. It offers a set of recommendations concerning the law regulating the rental relationship in protecting the rights of the landlord in Dubai, UAE. The study contends that although Dubai's rental laws are advanced, they are not free from criticism. Therefore, there is a need for legislative development, particularly toward the enactment of a new and modernised rental law in Dubai.

A reformed law would not only align with the evolving dynamics of Dubai's real property sector but also overcome the practical and legal deficiencies in Law No. (26) of 2007, and its Subsequent Amendment, Law No. (33) of 2008. This, in turn, reinforces legal certainty and investor confidence within the jurisdiction. Ultimately, this study achieved its research objectives and accordingly answered its research questions.

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LIST OF APPENDICES

For interested readers, a detailed description is presented in the following appendices:

APPENDIX A
Interview Protocol

PART 1- DEMOGRAPHIC INFORMATION

1. **Name:** ……………………………… .………………………………………
2. **Occupation:**
   ………………………………………………………………………………………
3. **Years of service:**
   ………………………………………………………………………………………
4. **Gender:**
   ……………………………………………..…………………………………..
5. **Age:**
   ………………………………………………………………………………………
6. **Position:**
   ……………………………………………………..………………………….....
7. **Highest (the latest educational qualifications) academic qualification:**
   ………………………………………………………………………………………
8. **Date of interview:**
   ……………………………………………………….……………………..
9. **Place of the interview:**
   ……………………………………………….……….……........................

APPENDIX B
Interview Questions in the English Language.

1. What do you think regarding the rules governing lease contracts in Dubai, UAE?
2. Based on your experience, do you comprehend the rules governing lease contracts in Dubai?
3. Do you think the rules governing lease contracts are adequate? (If no, please highlight.)
4. From your experience, do you find any variance in law and practice with regard to the lease contract between the landlord and Tenant in Dubai?
5. What are the legal deficiencies in rental laws in Dubai, UAE, and how to overcome (if any)?
6. To what extent are Dubai's rental laws compatible with international legal standards and laws?"
7. What do you think regarding mechanisms for settling rental disputes in Dubai, UAE? If your answer is negative, please identify the areas that need improvement.
8. What are the practical problems affecting lease contracts in Dubai, UAE, and how to overcome (if any)?
9. Do you have any other suggestions or recommendations that can be useful and helpful to this study?

APPENDIX C
Interview Questions in the Arabic Language.

١. ما رأيك في القواعد المنظمة لعقود الإيجار في دبي، الإمارات العربية المتحدة؟

٢. بناءً على خبرتك، هل تفهم القواعد المنظمة لعقود الإيجار في دبي؟

٣. هل تعتقد أن القواعد المنظمة لعقود الإيجار كافية؟ (إذا كانت الإجابة لا، يُرجى تحديدها)

٤. من خلال خبرتك، هل تجد أي اختلاف في القانون والممارسة فيما يتعلق بعقد الإيجار بين المؤجر والمستأجر في دبي؟

٥. ما هي أوجه القصور القانونية في قوانين الإيجار في دبي، الإمارات العربية المتحدة، وكيفية التغلب عليها (إن وجدت)؟

٦. إلى أي مدى تتوافق قوانين الإيجار في دبي مع المعايير والقوانين القانونية الدولية؟

٧. ما رأيك في آليات تسوية منازعات الإيجار في دبي، الإمارات العربية المتحدة؟ إذا كانت إجابتك بالنفي، يُرجى تحديد المجالات التي تحتاج إلى تحسين.

٨. ما هي المشاكل العملية التي تؤثر على عقود الإيجار في دبي، الإمارات العربية المتحدة، وكيفية التغلب عليها (إن وجدت)؟

٩. هل لديك أي اقتراحات أو توصيات أخرى يمكن أن تكون مفيدة وداعمة لهذه الدراسة؟

APPENDIX D
List of Respondents

Number	Expert	Gender	Site	Rank	Date
1	Academic	Male	Interview by using e-mail	Dr. / Lecturer	26/01/2021
2	Academic	Female	Office	Dr. / Lecturer	01/04/2021
3	Academic	Male	Interview by using e-mail	Dr. / Lecturer	01/04/2021
4	Judge	Male	Office	Head of Court	04/04/2021
5	Judge	Male	Office	Head of Court	04/04/2021
6	Legal practitioner	Male	Office	Lawyer.	28/02/2021
7	Chief executive officer	Male	Interview by using e-mail	Head of department	12/07/2021
8	Legal practitioner	Male	Office	Partner	30/03/2021
9	Legal practitioner	Male	Interview by using e-mail	Partner	16/03/2021
10	Legal practitioner	Male	Interview by using e-mail	Partner	21/04/2021
11	Legal practitioner	Female	Office	Partner	23/05/2021
12	Chief executive officer	Female	Office	Officer	04/06/2021