

Understanding Rent Increases in Dubai: Know Your Rights as a Tenant



Can Your Landlord Increase the Rent?

Rent increases can be a major concern for tenants in Dubai, especially when landlords request an increment that seems unexpected or unfair. While rental adjustments are allowed under specific legal conditions, tenants are protected from arbitrary increases.

In the past few months, we have been regularly asked whether a landlord is authorised to arbitrarily increase the rent. The purpose of this article is to provide clarity on how to deal with such situations.

There are clear legal regulations that govern rent adjustments, ensuring that tenants are protected from unjustified increases. In this article, we outline when a landlord can legally increase the rent, what to do if an increment is unlawful, and whether refusing to accept an increase can lead to eviction.

When Can a Landlord Legally Increase the Rent?

Under Dubai's rental laws, a landlord is allowed to increase rent only under specific conditions, as outlined in Law No. (26) of 2007, as amended by Law No. (33) of 2008:



- The rent increase must comply with the Rental Increase Index issued by the Dubai Land Department (DLD), which establishes rental increase guidelines based on market trends. Rent increments must conform to the official Rental Index, which can be checked via this link: <https://dubailand.gov.ae/en/eservices/rental-index/rental-index/#/>
- If, according to the Rental Index, the landlord is authorized to increase the rent, they must provide a proper notice to the tenant at least 90 days before the contract renewal date. If the notice is sent after the 90-day period, the increment—even if aligned with the index—can be legally rejected by the tenant.

What Should You Do If the Landlord Asks for an Unjustified Increase?

If your landlord requests a rent increase that does not align with legal requirements, you have the right to reject the demand.

When you receive such a request, follow these steps:

1- Verify the Rental Index: Check the official Rental Index to confirm whether the increase is justified. Visit the above link, enter the details of your rental contract, and you will immediately be informed whether the requested increment is legally justified.

2- Check the Notice Period: If the landlord's notice was sent after the 90-day period, you can reject the increase.

If the request does not comply with legal conditions (either due to the amount of the increment or delay in notice), you have the right to formally reject the illegal rent increase by sending a written notice to the landlord. This ensures that the contract is renewed under the same terms.



Can a Landlord Terminate the Lease If You Refuse a Rent Increase?

A landlord cannot evict a tenant simply for refusing an unlawful rent increase.

According to Article 25 of Law No. (33) of 2008, landlords can only request eviction under specific circumstances, such as:

- 1- Non-payment of rent after a 30-day notice.
- 2- Illegal subletting without written approval.
- 3- Property damage or misuse.
- 4- The landlord's personal use of the property, but only with a 12-month formal notice via notary public or registered mail.

Except for the above conditions, the landlord cannot force you to vacate the premises.



Common Practices and Tenant Protections



Some landlords attempt to bypass rent control by claiming they need the property for personal use or sale.

If a tenant vacates based on such a claim, it is essential to monitor whether the landlord re-rents the unit.

If the landlord leases it to a new tenant within two years for residential properties (or three years for commercial properties), the original tenant can claim compensation as per Article 26 of the law.

More Questions & Answers

My landlord is trying to raise my rent despite only giving a notarised notice outside of the legal 90 day notice period. At the time Rera Index was saying 10% increase, however now under the new system no increase is due. The agent insists an increase should be paid and if I don't want to pay an increase that I can open a case as the landlord is happy to go to court. What are my rights ?

Your Rights: Under Dubai's rental laws, a landlord must provide a 90-day notice before the contract renewal date if they wish to increase the rent. Since the notice was given outside this legal timeframe, the rent increase is invalid, even if the RERA Index initially allowed for an increase.

What You Should Do: You should respond in writing to the landlord, formally rejecting the rent increase due to the late notice. Continue residing in the property under the current lease terms. If the landlord refuses to negotiate and does not proceed with the lease renewal under the existing terms, you can file a rental dispute case at the Rental Dispute Center (RDC) to enforce your rights and ensure contract renewal at the current rent. If the landlord initiates a rental dispute case, your written rejection notice will serve as solid evidence in your defense to reject the claim.

If my rent is increased 20% by the landlord and the RERA calculator says 0% increase, what should I do ? Is this a rental dispute? Is it worth disputing?

Your Rights: The landlord cannot impose a rent increase higher than what is permitted by the RERA Rental Index. If the calculator states that no increase is due, then any demand for a 20% increment is unlawful.

What You Should Do: Formally reject the increase in writing, stating that it does not comply with the RERA Index. Continue staying in the property under the existing lease terms. If the landlord refuses to renew the lease under the current terms, you can file a rental dispute case at the RDC to enforce your right to continue renting at the legal rate. If the landlord proceeds with a rental dispute, your written rejection notice will be strong evidence to have the case dismissed.

The renewal date for my apartment lease is approaching and I did not know about the 90 day notice rule, I have been informed the rent would be increasing. However the increase is higher than the amount noted on the RERA calculator. When I questioned this I was told to either pay the amount initially advised or the lower amount (as per Rera) but change to one cheque instead of the current three. What are the rules or guidance on this ?

Your Rights: Since the proposed increase exceeds the limit set by the RERA calculator, it is not legally valid. Regarding Payment Terms (Cheques): There is no legal requirement to change the number of cheques as a condition for adhering to the RERA-approved rent. The landlord cannot impose such terms.

What You Should Do: Reject the unlawful increase in writing, citing the RERA calculator, and insist on maintaining the current payment structure. Continue residing in the property as per your existing contract. If the landlord refuses to renew the lease on legal terms, you can file a rental dispute case at the RDC to secure your lease renewal at the correct rental rate. If the Landlord Files a Case; Your written rejection notice will serve as a strong defense in court, ensuring that the dispute is resolved in your favor.

These steps will help safeguard your rights as a tenant and ensure compliance with Dubai's rental laws.



Need Further Assistance?

If you are facing an unjustified rent increase, eviction threats, or unfair rental practices, We can advise and assist you in protecting your rights.

Contact us

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