The Landlord's *Rulebook*

Ejari, the rent-increase cap, the 2025 Smart Rental Index, the notice rules and eviction, so you hold Dubai property inside the law, not against it.

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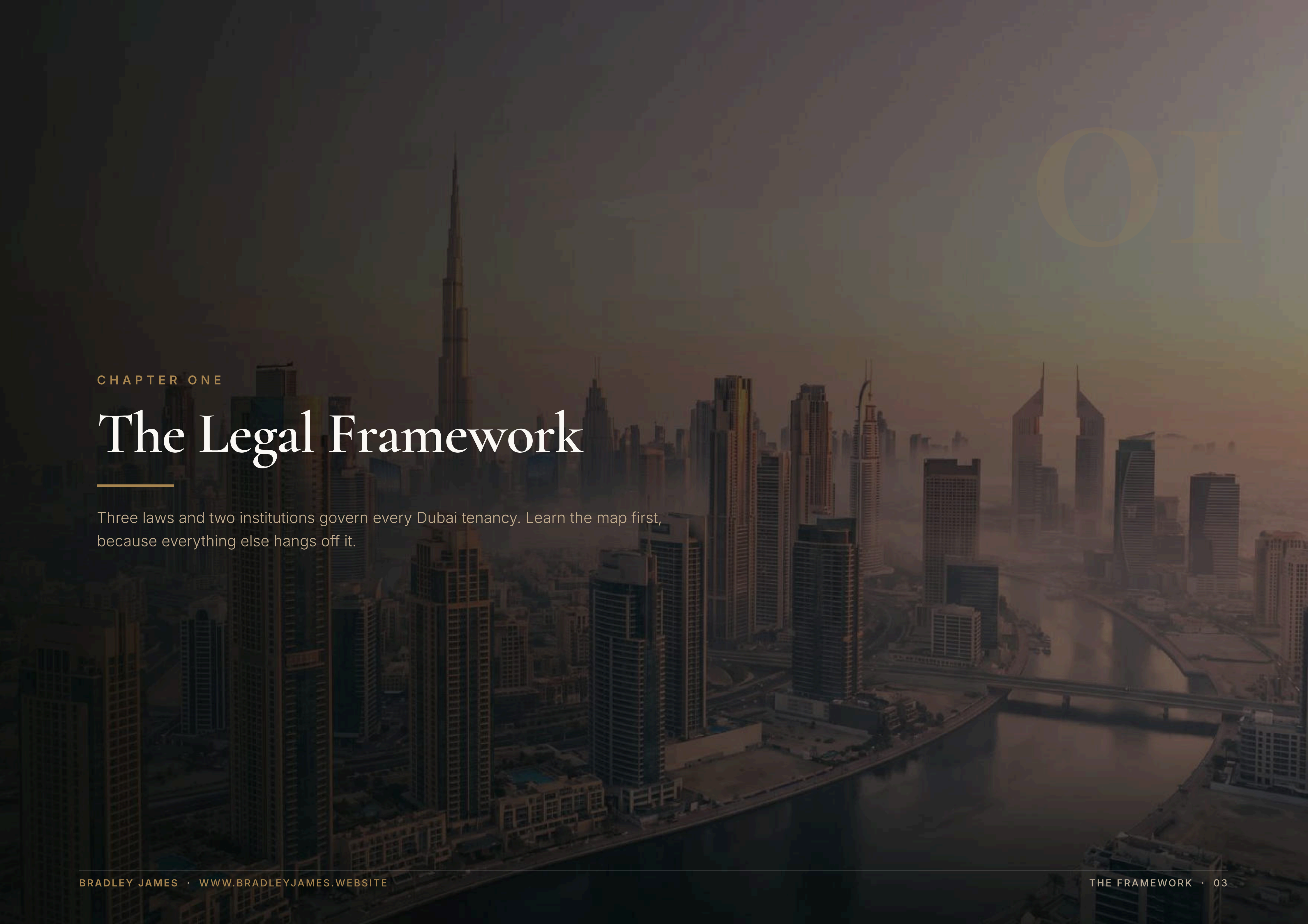

CHAPTER ONE

The Legal Framework

Three laws and two institutions govern every Dubai tenancy. Learn the map first, because everything else hangs off it.

CHAPTER 01 · THE FOUNDATION

Who Writes the Rules, and Who Enforces Them

A Dubai tenancy is not a private arrangement between two parties. It sits inside a defined legal framework, and a landlord who understands that framework almost never ends up in a dispute. The whole rulebook rests on three instruments and two institutions.

The foundation is **Law No. 26 of 2007**, which regulates the relationship between landlords and tenants: it defines the lease, the obligations on each side, the maintenance duties and the grounds for eviction. It was amended by **Law No. 33 of 2008**, which rewrote the two articles landlords care about most, Article 25 on eviction and Article 26 on re-letting after a personal-use recovery. When a lawyer cites Article 25(1) or 25(2), they mean the text as amended in 2008. On top of that sits **Decree No. 43 of 2013**, which caps how much rent can rise at renewal.

Two bodies bring it to life. **RERA**, the Real Estate Regulatory Agency within the Dubai Land Department, regulates: it runs Ejari, publishes the rental index and sets the calculator that decides your legal increase. The **Rental Dispute Centre**, the judicial body under the DLD, adjudicates. RERA does not decide disputes; the RDC does.

◆ THE THREE INSTRUMENTS

- Law 26 of 2007, the foundation tenancy statute.
- Law 33 of 2008, which amended Articles 25 and 26.
- Decree 43 of 2013, the rent-increase cap in force today.

◆ THE MENTAL MODEL

"RERA writes and measures the rules. The RDC enforces them. Follow Ejari, the index and the right notices, and you never meet the RDC."

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CHAPTER TWO

Ejari: Registration

Every tenancy must be registered. Skip it and you weaken your own standing before a dispute even begins.

Why Ejari Is Step One, Not an Afterthought

Ejari, Arabic for 'my rent', is RERA's official system for registering every tenancy in Dubai. Registration is mandatory for all residential and commercial leases, and it produces a certificate with a unique Ejari number. It is not paperwork for its own sake. It is the document that gives the whole tenancy legal standing.

Three things depend on it. First, standing at the **Rental Dispute Centre**: the RDC generally requires a registered Ejari contract before it will hear a case, so an unregistered lease leaves you materially weaker the moment a dispute arises. Second, **DEWA**: a valid Ejari certificate is required to open the electricity and water account for the unit, so no Ejari means no power and water for your tenant. Third, **residency visas**: Ejari is a supporting document when a tenant sponsors family, because it evidences a legitimate Dubai address.

Registration is the landlord's responsibility. If the landlord fails to do it, the tenant can register to protect their own position, but that is not a position you want to hand over. Treat Ejari as the first act of the tenancy, done the day the contract is signed.

HOW TO REGISTER

- Online via the Dubai REST app, DubaiNow or the DLD website.
- Or in person at a Real Estate Services Trustee Centre.
- You need the signed contract, Emirates ID, passport copies and the title deed.
- Government fee about AED 178 online, about AED 220 in person. Verify current.
- Typical activation one to two working days. Verify current.

THE POINT

"No Ejari means no DEWA, weaker footing at the RDC and visa friction. It is the cheapest protection you will ever buy."

CHAPTER THREE

The Rent-Increase Cap

You cannot raise rent freely. Decree 43 of 2013 sets a five-tier ceiling tied to how far your rent sits below the index.

The Five Tiers That Cap Your Increase

A landlord cannot raise rent at will. **Decree No. 43 of 2013** caps the increase you may apply at renewal on a five-tier scale, driven by how far the **current rent sits below the RERA average** for a comparable unit in the same area. The further below the benchmark your rent is, the more room you have to raise it. If it is close to the benchmark, you have none.

CURRENT RENT VS THE RERA AREA AVERAGE	MAXIMUM PERMITTED INCREASE AT RENEWAL
Within 10% of the RERA average (up to 10% below)	0%, no increase allowed
11% to 20% below the average	Up to 5%
21% to 30% below the average	Up to 10%
31% to 40% below the average	Up to 15%
More than 40% below the average	Up to 20%

Decree 43 of 2013. The percentage is applied to the current rent, not to the benchmark. An increase can take effect only once every 12 months, at renewal.

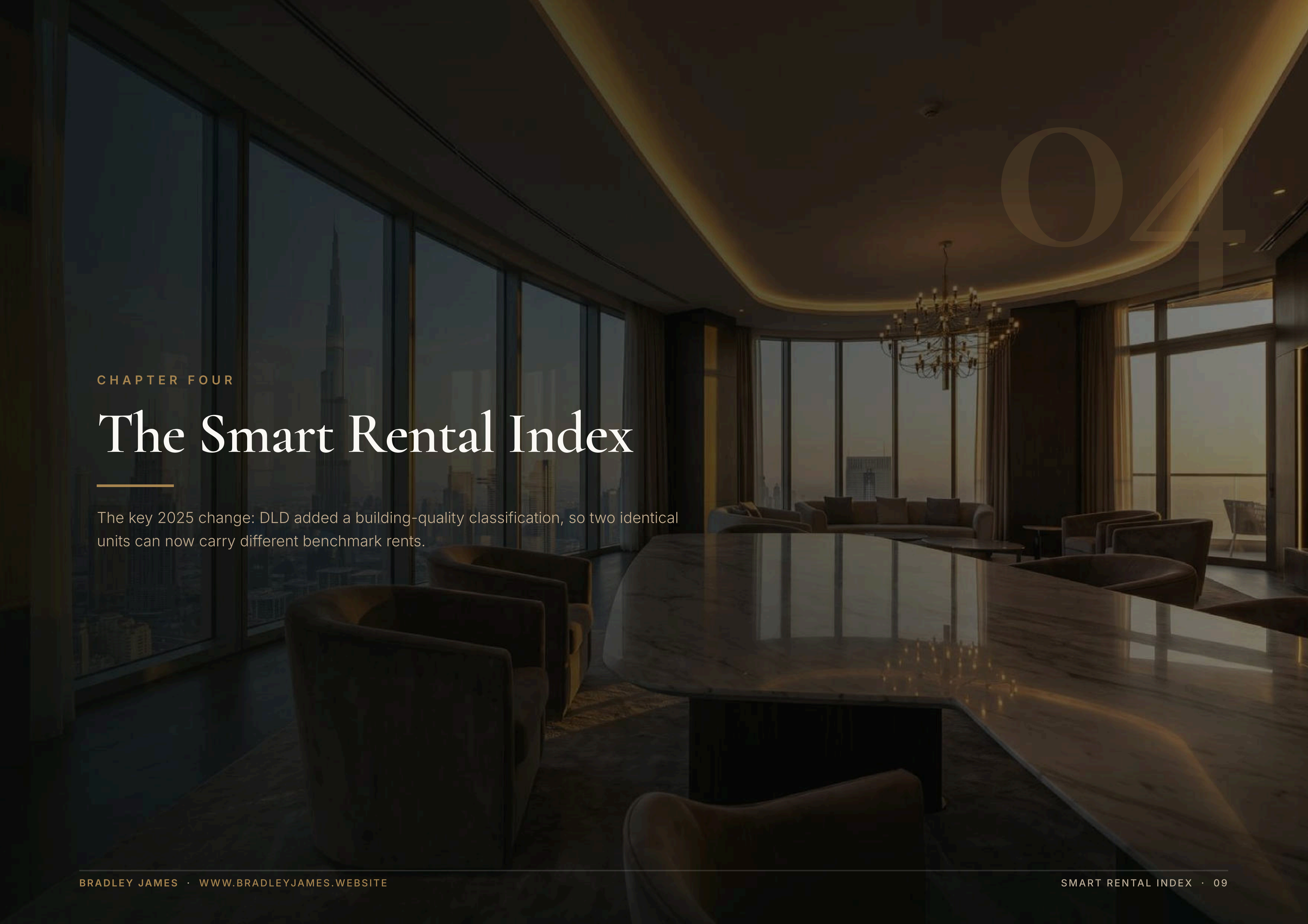
The maths matters, because the cap is applied to the current rent, not the benchmark. Take a unit let at 60,000 dirhams that the index shows sitting 25% below the area average. That falls in the 21% to 30% band, so the maximum increase is 10% of 60,000, which is 6,000 dirhams, giving a new rent of **66,000 dirhams**. If that same unit were within 10% of the average, the permitted increase would be zero, whatever the wider market has done.

◆ THE TWO TIMING RULES

- An increase applies once every 12 months, at renewal only.
- You must give 90 days written notice before renewal to change the rent.
- Miss the notice and the lease renews on the same terms for that cycle.

◆ THE DISCIPLINE

"Run the calculator before you propose a figure. The tier it returns is the ceiling, and the RDC will hold you to it."



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CHAPTER FOUR

The Smart Rental Index

The key 2025 change: DLD added a building-quality classification, so two identical units can now carry different benchmark rents.

Why Two Identical Units Now Price Differently

If you learn one new thing this year, learn this. From January 2025 the Dubai Land Department replaced the old flat rent calculator with the Smart Rental Index, and it changed how the benchmark behind the cap is set.

The headline change is a **building-quality classification**. Each building is now rated, commonly described as a **1 to 5 quality tier**, using a valuation model reported to weigh around 60 criteria: construction quality and age, maintenance, management, facilities and services, parking, views, and location and accessibility. This is newer, industry-reported detail rather than primary legal text, so treat the exact tier count and criteria as commonly reported, and confirm your building's rating on the official service before you rely on it.

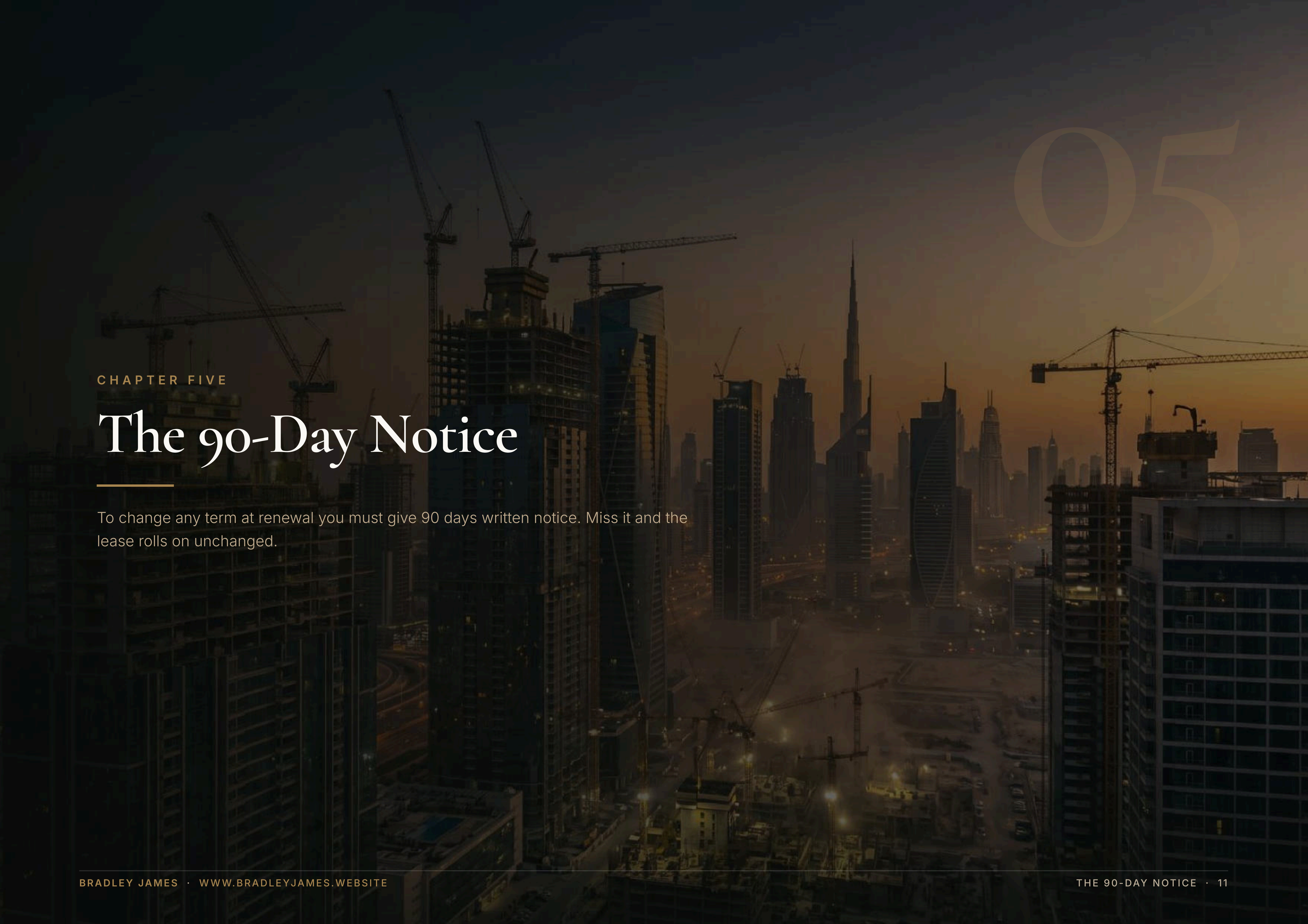
The practical effect is real. Two identical-size apartments in the same area can now carry **different benchmark rents**, because one sits in a higher-classified building. For a landlord in a well-run, well-located tower, that can lift the benchmark, which in turn can raise the legal ceiling on your increase when your rent sits well below the building-adjusted average. Price and renew off the index, not off a neighbour's rent.

◆ THE TOOL TO USE

The official Smart Rental Index and RERA increase calculator sit on dubailand.gov.ae, the Dubai REST app and DubaiNow. Enter the expiry date, property type, area, bedrooms and current rent, and it returns the benchmark and your maximum legal increase. Screenshot the result for your records and any negotiation.

◆ REPORTED, NOT LEGISLATED

"The 1 to 5 classification and the 60-plus criteria are how the index is commonly described in the market. The cap tiers behind it are the law."



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CHAPTER FIVE

The 90-Day Notice

To change any term at renewal you must give 90 days written notice. Miss it and the lease rolls on unchanged.

CHAPTER 05 · CHANGING TERMS AT RENEWAL

The Notice That Protects Your Increase

To change **any term** of the tenancy at renewal, most often the rent, but also the payment frequency or other conditions, you must give at least **90 days written notice before the expiry date**, unless both parties agree otherwise. It is a simple rule with an unforgiving edge.

Miss the 90-day window and the contract **renews on the same terms**. You cannot impose the increase for that cycle, however clearly the index would have supported it. The discipline is purely administrative: diarise the renewal date, count back 90 days, and serve the notice in writing before that point. A well-run landlord never loses an increase to a missed date.

One distinction matters more than any other here. The 90-day notice is a **change-of-terms notice**. It is not an eviction notice, and it does not substitute for the 12-month notarised notice required to recover the property, which the next chapter sets out in full. Using the wrong notice for the wrong purpose is the most common and most expensive landlord error in Dubai.

◆ WHAT THE 90-DAY NOTICE DOES

- Changes rent, payment frequency or other terms at renewal.
- Must be in writing and served at least 90 days before expiry.
- Does not remove a tenant and is not an eviction notice.

◆ THE TRAP

"The 90-day notice changes terms. The 12-month notice recovers the property. They are not interchangeable, and confusing them costs you a year."

CHAPTER SIX

Eviction: The Two Regimes

Dubai law separates removing a tenant for fault during the term from recovering the property at the end of it.

During the Term, or at the End of It

Dubai law draws a hard line between two very different things: removing a tenant **during** a running term because they are at fault, and recovering the property **at the end** of a term when there is no fault at all. They live in different sub-articles and carry different notice rules.

REGIME	WHAT IT COVERS	WHAT IS REQUIRED
Article 25(1), during the term	Eviction for tenant fault	A specific fault ground, below
Non-payment of rent	Failure to pay	30 days after a formal written demand
Illegal or improper use	Use that breaches the contract or the law	Grounds to seek eviction
Subletting without consent	Subletting without written landlord consent	Grounds to seek eviction
Unauthorised alterations	Structural changes without permission	Grounds to seek eviction
Article 25(2), at the end of term	No-fault recovery at expiry	12 months notarised notice

Article 25 of Law 26 of 2007 as amended by Law 33 of 2008. Article 25(1) grounds apply during the term; Article 25(2) recovery applies only at expiry with 12 months notice.

The **Article 25(2)** no-fault grounds are narrow: a genuine **sale**; **personal use** by the owner or a first-degree relative, where the owner must show they do not own another suitable property for that purpose; or **demolition or comprehensive reconstruction** that cannot be done with the tenant in place.

◆ THE 12-MONTH NOTICE, DONE CORRECTLY

- Served at least 12 months before the intended recovery date.
- Delivered through the Notary Public or by registered mail.
- Never by email, SMS or WhatsApp, which are not valid service.
- It is for expiry, not a way to remove a tenant mid-term.

◆ THE RE-LET BAR, ARTICLE 26

If you recover a unit for personal use, you may not re-let it to a third party for at least 2 years for residential property, unless the RDC fixes a shorter period. Re-let sooner and you expose yourself to an RDC-assessed compensation claim from the former tenant.

CHAPTER SEVEN

The Security Deposit

What you can hold, what you must return, and who pays for which repairs while the tenant is in place.

The Deposit, and Who Fixes What

The security deposit is where good record-keeping earns its place. The market-standard amounts are **5% of the annual rent for an unfurnished** unit and **10% for a furnished** one. These are market and regulatory norms rather than a single statutory percentage, so treat them as the accepted figures rather than a hard line in one law, and know that amounts charged well above them are generally treated as unenforceable.

The deposit is **refundable** at the end of the tenancy, less legitimate, documented deductions: damage beyond normal wear and tear, missing furnishings in a furnished unit, unpaid rent, or unpaid DEWA and chiller bills. Common practice is to refund within roughly 30 days of hand-back once keys are returned, though that timing is an administrative norm to verify. Move-in and move-out condition evidence is what turns a disputed deduction into a defensible one, so photograph everything.

Maintenance is governed by **Article 16** of Law 26 of 2007. Unless the contract says otherwise in writing, the **landlord** bears structural and major maintenance needed to keep the unit habitable, while the **tenant** covers minor, day-to-day upkeep. Landlords often set a written threshold to allocate small repairs to the tenant, but the default duty for major works stays with the owner, so put any threshold in the contract rather than assuming it.

◆ THE DEPOSIT AT A GLANCE

5%

DEPOSIT NORM, UNFURNISHED (MARKET-REGULATORY, NOT A SINGLE STATUTE)

Market norm

10%

DEPOSIT NORM, FURNISHED

Market norm

◆ THE RULE

"Hold the deposit, do not spend it, and return it promptly less deductions you can prove. Documentation is the whole game."

CHAPTER EIGHT

The Rental Dispute Centre

If a tenancy escalates, one venue hears it. Knowing how it works keeps most disputes out of a hearing.

CHAPTER 08 · THE ONLY VENUE

How the RDC Actually Works

The **Rental Dispute Centre** is the judicial body under the Dubai Land Department that hears every Dubai rental dispute. It runs mediation first, then a First Instance court, with an appeal tier above that. It is the only venue, so a landlord who wants to enforce a right, recover rent or confirm a lawful eviction goes here, and nowhere else.

Filing is straightforward but evidence-led. You submit online through the RDC portal or Dubai REST, or in person, with the registered **Ejari contract**, your Emirates ID, the evidence (notices, payment records, condition reports) and your claim. This is exactly why the earlier chapters matter: the case you can win is the case you documented as you went.

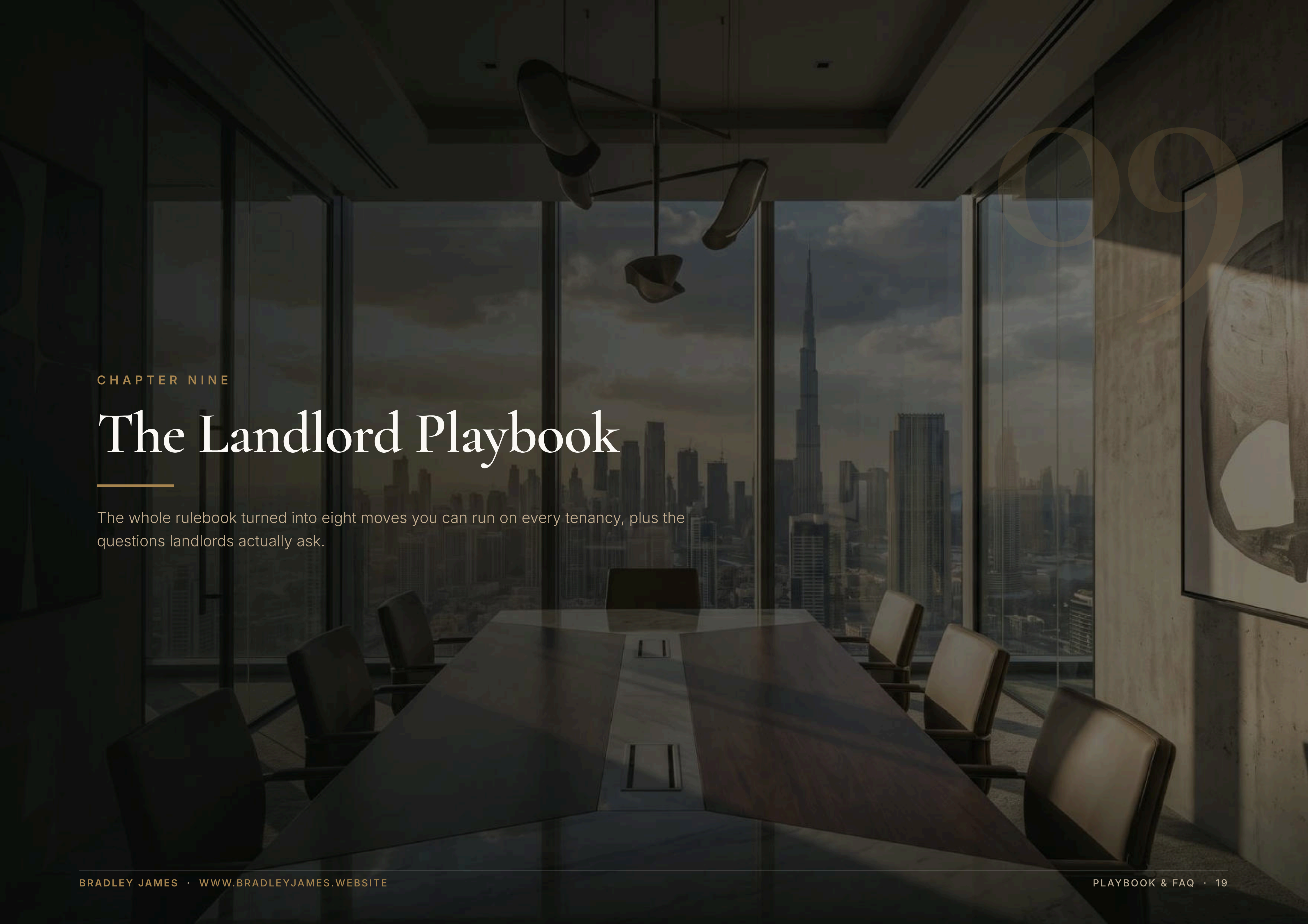
On cost and timing, treat the figures as administrative and verify the current schedule. The filing fee is commonly cited as **3.5% of the annual rent**, subject to a minimum of **AED 500** and a maximum of **AED 20,000**, with a portion often refundable on an amicable settlement. Mediation frequently resolves within a few weeks, while a full First Instance case commonly runs one to four months. All of these are estimates to confirm at the time you file.

◆ WHAT TO ARRIVE WITH

- The registered Ejari contract and your Emirates ID.
- Every notice you served, with proof of valid service.
- Payment records and any move-in and move-out evidence.

◆ THE PAYOFF

"Most disputes never reach a hearing. The landlord who filed Ejari and served the right notices usually settles at mediation, on their terms."



CHAPTER NINE

The Landlord Playbook

The whole rulebook turned into eight moves you can run on every tenancy, plus the questions landlords actually ask.

How to Hold Property Inside the Law

1. **Register Ejari first, every time.**
   No Ejari means no DEWA for the tenant, weaker footing at the RDC and visa friction. Treat it as step one.

2. **Price and renew off the index.**
   Run the Smart Rental Index before proposing any figure, and confirm your building's classification, because it can move the benchmark.

3. **Respect the cap.**
   Raise rent only by the tier the calculator returns, 0, 5, 10, 15 or 20%, applied to the current rent, once per 12 months.

4. **Serve the right notice for the right purpose.**
   90 days written notice to change terms at renewal; 12 months notarised notice to recover the property. Never confuse the two.

5. **Hold the deposit correctly.**
   Typically 5% unfurnished or 10% furnished, refunded promptly less documented, wear-and-tear-excluded deductions. Keep move-in and move-out evidence.

6. **Budget maintenance.**
   You own structural and major repairs by default under Article 16. Put any minor-repair threshold in writing in the contract.

7. **Know the hard limits.**
   You cannot hike rent arbitrarily, cannot evict mid-term without an Article 25(1) fault ground, and cannot re-let within 2 years after a personal-use recovery.

8. **If it escalates, the RDC is the only venue.**
   Arrive with Ejari, notices and payment records in order, and most disputes settle before a hearing.

◆ THE ONE-LINE VERSION

Register, price off the index, respect the cap, use the right notice for the right purpose, and document everything. Do that, and the law is your protection rather than your problem.

CHAPTER 09 · STRAIGHT ANSWERS

The Questions Landlords Actually Ask

Q. Can I raise the rent by whatever the market has done?

No. Decree 43 of 2013 caps your increase on a five-tier scale, from 0% up to 20%, based on how far the current rent sits below the RERA area average. If your rent is within 10% of the benchmark, you cannot raise it at all this cycle.

Q. Do I really have to register Ejari?

Yes. Registration is mandatory, it is the landlord's responsibility, and it is what gives the tenancy standing at the RDC and lets the tenant open DEWA. Skipping it weakens your own position more than the tenant's.

Q. What is the 2025 Smart Rental Index change?

From January 2025 the DLD added a building-quality classification, commonly described as a 1 to 5 tier reported to weigh around 60 criteria. Two identical units in one area can now carry different benchmark rents, so always check the index for your specific building.

Q. Can I evict a tenant to move in myself?

Only at the end of the term, under Article 25(2), and only with 12 months notarised notice served through the Notary Public or registered mail. You must not already own another suitable property, and you cannot re-let the unit to someone else for at least 2 years afterwards.

Q. The tenant has not paid. What is the process?

Non-payment is an Article 25(1) fault ground during the term, but you must first serve a formal written demand and allow 30 days. If it remains unpaid, you file at the RDC with your Ejari contract and payment records. Verify the current process before acting.

Q. How much deposit can I hold, and when do I return it?

The market norms are 5% of annual rent unfurnished and 10% furnished, refundable at the end of the tenancy less documented deductions for damage beyond wear and tear, unpaid rent or unpaid utilities. Refund promptly, and keep condition evidence from both ends of the tenancy.

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WORK WITH BRADLEY JAMES

Hold It Inside the Law.

◆ ABOUT BRADLEY

Not a broker, an advisor. I built a business in the UK and spent more than a decade advising people from all walks of life, before moving to Dubai and joining M&M Real Estate to work at a higher strategic level than the typical transactional broker. I specialise exclusively in off-plan investment for overseas and high-net-worth clients, I put my own capital into the projects I recommend, and my business is more than 80% referral-driven, because every client came through someone who trusted me first.

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