# **Lexis**® Middle East

# Leasing 2023

Type Questions and Answers

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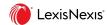
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### 1. What are the main laws covering leasing in this jurisdiction?

The laws governing rents in the Emirate of Dubai, as issued by the Real Estate Regulatory Agency in Dubai, are as follows:

- 1-Dubai Law No. 26/2007 Regulating the Relationship between Landlords and Tenants of Real Estate in the Emirate of Dubai.
  - 2-Dubai Law No. 33/2008 Amending Certain Provisions of Dubai Law No. 26/2007 Regulating the Relationship between Landlords and Tenants of Real Estate in the Emirate of Dubai.
  - 3-Dubai Decree No. 26/2013 Regarding the Rental Disputes Centre in the Emirate of Dubai.
  - 4-Dubai Decree No. 43/2013 Determining the Increase in Real Estate Rent Allowance in the Emirate of Dubai.

#### 2. In order for a lease to be valid what elements or features must it have?

The lease agreement must include several elements concerning the contract's involved parties, the leased property itself, as well as the terms and conditions governing the lease arrangement. Regarding the parties involved in the contract, the first party or lessor (property owner), and the second party or lessee (tenant) – must provide their names, Emirates ID and passport numbers, contact phone numbers, and email addresses.

The following information must be provided about the property. A description of its location, property number, unit number, building identifier, land plot number, building name, and the classification of the leased unit as well as whether it is residential, commercial, or industrial and its intended purpose.

The contract details section must outline essential information where the terms of the contract need to specify the agreed-upon value of the contract, the duration of the lease, the security deposit amount, the approved payment method, and the yearly rental amount.

A set of common general terms and conditions are typically found in most lease agreements:

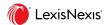
- 1. The tenant inspects the property and approves its lease in its current condition.
  - 2. The tenant undertakes to use the leased property for the purpose allocated to him, and he may not transfer or assign the lease contract to others for or without consideration without the written consent of the landlord, nor may they lease any part of the property unless legally permitted.
  - 3. The tenant undertakes not to make any modifications or additions to the property subject to the contract without the written consent of the owner, and the tenant will be responsible for any damage, shortage, or damage to the property.
  - 4. The lessee will be responsible for paying all electricity, water, cooling, and gas bills resulting from their rented occupancy unless otherwise agreed in writing.
  - 5. The tenant undertakes to pay the rent amount agreed upon in the contract on the agreed date and method.
  - 6. The tenant adheres to the regulations and instructions related to the use of the leased property and common benefits, such as parking, swimming pools, health club and others.
  - 7. The contracting parties confirm the authenticity of the addresses and phone numbers mentioned above, and these addresses are officially approved for judicial notices and announcements in the event of any dispute between the parties to the contract.
  - 8. The lessor undertakes to enable the tenant to fully use the property for the purpose for which it is leased and its facilities and will be responsible for maintenance work unless otherwise agreed, and not to be exposed to it in the benefit of the property.
  - 9. The lessor's signature on the contract is an acknowledgment that they are the current owner of the property or the legal agent of the owner under a duly notarised legal power of attorney with the relevant authorities.
  - 10. Any dispute or dispute that may arise from the execution or interpretation of this contract will be decided by the Rental Disputes Centre.
  - 11. The lessor undertakes to register the tenancy contract in the Ejari system of the Land Department and provide all the necessary documents for this.

#### 3. Are property owners allowed to disconnect utilities in the event of breach?

This is not permitted, as per the regulations outlined in Article 34 of Dubai Law No. 26/2007, which governs the landlord-tenant relationship for real estate within the Emirate. The article explicitly states that:

"The lessor is prohibited from cutting off services to the property or interfering with the tenant in any way to prevent him from using the property.

In this case, the tenant may resort to the police station in whose jurisdiction the property is located to request the removal of the exposure or to prove its condition, as well as to resort to the Committee by filing a lawsuit supported by official reports proving the occurrence of the exposure in order to compensate him for the damage he may have suffered."



### 4. Which party will normally be liable to pay fees, charges and taxes?

As standard practice, the tenant is required to fulfil all outstanding fees and taxes, as outlined in Article 22 of Dubai Law No. 26 /2007, which governs the interactions between landlords and tenants of real estate within the Emirate. This article specifies that:

"Unless the lease contract stipulates otherwise, the lessee shall pay all fees and taxes due on the use of the property to government agencies and departments, as well as any fees or taxes prescribed on sub-leasing."

# 5. What are the main rules governing rent payments and are there any laws or regulations governing maximum rents and rent increases?

In Abu Dhabi, Abu Dhabi Law No. 20/2006 (as amended by Abu Dhabi Law No. 4/2010, governs the relationship between landlords and tenants inclusive of rent payments and rent increases.

In Dubai, Dubai Law No. 26/2007 as amended by Dubai Law No. 33/2008, govern the relationship between landlords and tenants. Specifically, Dubai Decree No. 43/2013 governs rent adjustments in Dubai.

In Sharjah, Sharjah Law No. 2/2007 covers the relationship between landlords and tenants inclusive of rent payments and rent increases.

In Ajman, Ajman Emiri Decree No. 2/2017 governs the landlord-tenant relationship inclusive of rent payments and rent increases.

In Ras al Khaimah, Ras al Khaimah Law No. 8/2008 governs the landlord-tenant relationship inclusive of rent payments and rent increases.

In Ummal Quwain, Ummal Quwain Law No. 3/2008 (as amended by Ummal Quwain Law No. 2/2011), governs the relationship between landlords and tenants inclusive of rent payments and rent increases.

In Fujairah, Fujairah Law No. 1/2011 governs the landlord-tenant relationship inclusive of rent payments and rent increases.

#### 6. How do transfer of title to a new lessor operate?

Once the tenancy contract is registered in the tenant's name by the respective authorities of the Emirate, the tenant is granted the right to use the landlord's property.

# 7. Do leases have to be registered and if who with whom and by when?

Yes. It is necessary for leases to be registered in the tenant's name before the commencement of the tenancy period, and this registration process in carried out with the relevant authorities in each emirate, as outlined below.

- Dubai Real Estate Regulatory Authority (RERA).
- Abu Dhabi Tawtheeq.
- Sharjah Sharjah Municipality.
- Ras al Khaimah Ras al Khaimah Municipality.
- Ajman Ajman Municipality.
- Ummal Quwain Ummal Quwain Municipality registers residential tenancy contracts, and Ummal Quwain Department
  of Economic Affairs registers commercial tenancy contracts.
- Fujairah Fujairah Municipality.

# 8. What are the main differences between the law or regulations on residential and business leases?

The specific laws and regulation on residential and businesses leases vary depending on the Emirate in the UAE. The main differences are as follows:

#### **Purpose:**

# **Residential Leases:**

Residential leases are intended for daily living and provide property rights for individuals looking for a place to live.

#### **Business Leases:**

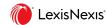
Business leases are intended for commercial use and specify the types of businesses that can be conducted on the property.

#### Lease Term:

#### **Residential Leases:**

A one-year renewable term is the norm for residential properties.

#### **Business Leases:**



Leases of three to five years are offered for commercial (retail and office) properties, and longer for industrial properties. In the Abu Dhabi Global Market free zone, property may be leases up to 99 years renewable, such that the term does not exceed 198 years. For property not within the ADGM, there is no maximum duration set out in the applicable law.

#### 9. Is there a statutory security deposit scheme operate – and if so how does it work?

Typically, the decision rests with the landlord. However, the standard percentages by default are 5% for unfurnished properties and 10% for furnished.

#### 10. What is the law on condition reports?

If the structural integrity of the unit is not impacted, you're clear to proceed. If any modifications are necessary, discussion with the landlord are required.

#### 11. What proceedings can be taken when security deposits have not been returned as expected?

If efforts towards amicable resolution through case management proceedings prove unsuccessful, the matter will be escalated to the courts for resolution.

#### 12. In what circumstances can a lease be terminated before it ends?

Grounds for early termination include:

- From the tenant's side, delays of payment after the 30 days' notice period.
- Sub-leasing with no permission.
- Tenant uses the property for a private interest that is contrary to the laws or morals.
- Tenant makes changes or modifications to the property without permission.
- The property is in danger of falling, provided that the lessor proves this with an official report from accredited experts).

#### 13. What happens when a lease is terminated?

Upon the termination of the lease agreement, the tenant must return the leased property to the landlord in the same condition it was received. In the event the tenant has made improvements to the property, and the landlord wishes to keep these improvements, the tenant is not permitted to remove these improvements.

### 14. In what circumstances can a tenant be evicted with immediate effect?

The landlord can request the tenant vacate the property in certain circumstances, including failure to pay rent, unauthorised subleasing, illegal use of the property, safety concerns, imminent danger of collapse, or demolition for urban development by authorities.

#### 15. What is considered fair wear and tear?

Reasonable wear and tear refers to the natural deterioration from regular and customary use of the items, such as minor alterations in paint colour of the wear and tears of certain elements due to standard usage, like faucets and light bulbs.

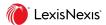
# 16. In what circumstances can a lease be transferred to a family member or occupant of the property on the death or departure of the original tenant?

The Tenancy Law, Dubai No. 33/2008 enforced in the Emirate of Dubai does not outline the scenarios under which the lease agreement can be transferred to any family members in the event of the original tenant's death or departure. The matter is addressed by Dubai Law No. 26/2007, addressing the regulation of the landlord-tenant relationship in Dubai. Specifically, Article 27 of Dubai Law No. 26/2007 addresses this situation. It states that: "the lease contract remains in effect following the death of either the lessor or the tenant. The tenancy arrangement carries forward to the deceased tenant's heirs unless the tenant's heirs opt to terminate the tenancy. In such case, termination is only effective after a period of 30 days from the notification of this intention to the lessor, or upon the contract's expiration, whichever comes earlier."

### 17. Can a lessor issue a lessee with a repair notice? How is this done?

Lessors typically have an obligation to maintain the property in a habitable condition. If repairs are needed, they may issue a repair notice to the lessee (tenant) to inform them of the required repairs. This is typically done when there are maintenance or repair issues in the leased property that require the lessee's attention. The lessor will formally notify the lessee of the specific repairs that need to be addressed. The notice is usually provided in writing and should outline the nature of the repairs, the expected timeline for completion, and any relevant instructions or guidelines. This notice can be delivered in writing, preferably through a formal letter or email, outlining the repairs needed and providing a reasonable timeframe for completion. This notice will be sent through a notary. If the lessee fails to address the repairs within the specified timeframe, the lessor may have the right to take further action, such as seeking legal remedies.

The procedure for issuing a lessee with a repair notice is usually further explained in the tenancy contract signed by both parties.



#### 18. In what circumstances will nuisance be considered as having occurred?

In the context of property rental, "nuisance" generally refers to actions or conditions that interfere with a person's use and enjoyment of their property, often causing inconvenience, annoyance, or harm.

Examples include excessive noise, damage to property, illegal activities, or any behaviour that violates the terms of the lease agreement. If a lessee's actions or property use substantially interferes with a lessor's rights or other tenants' rights, it may be considered a nuisance.

If a lessor or tenant engages in activities that result in nuisance, it could lead to legal implications and potential disputes. In line with general legal principles, including those found in many jurisdictions around the world, here are some circumstances that could be considered as constituting nuisance:

- 1. Noise Disturbance: Persistent and excessive noise that disrupts the quiet enjoyment of neighbouring properties.
- 2. Odours: Emission of strong, unpleasant odours that affect neighbouring properties.
- 3. Environmental Pollution: Activities that result in air or water pollution, potentially impacting the health and well-being of others.
- 4. Unsanitary Conditions: Failing to maintain the property in a clean and sanitary condition, leading to health concerns for neighbours.
- 5. Excessive Traffic or Congestion: Activities that lead to congestion, lack of parking, or traffic disturbances that affect neighbouring properties.
- 6. Illegal Activities: Engaging in illegal or disruptive activities that affect the neighbourhood or other residents.
- 7. Structural Hazards: Allowing the property to fall into disrepair to the extent that it poses a danger to neighbours or the general public.

In the context of the Dubai Rental Law, if a tenant's behaviour or actions lead to a nuisance that affects the lessor or other tenants, it could potentially result in a breach of the lease agreement or legal action. Similarly, if a lessor fails to address issues that lead to a nuisance, tenants might have the right to seek remedies or take legal action.

## 19. What are a lessor's obligations on repair and maintenance of the property?

Lessors have a legal obligation to maintain the property in a habitable condition throughout the lease term. This includes ensuring that the property is safe, structurally sound, and free from health hazards. While the specific obligations can vary based on the law and the terms of the lease agreement, generally, lessors are responsible for major repairs related to the property's structure, plumbing, electrical systems, and heating/cooling systems.

Article 16 of Dubai Decree No. 26/2007 On the Organisation of the Relationship between the Lessors and Tenants in the Emirate of Dubai states: "The landlord shall, during the validity of the contract, be liable for handling the works of maintenance of property and the reparation of any defect or fault that affects the tenant's sought benefit, unless both parties otherwise agree. Therefore, the landlord is responsible for the maintenance works and repairs of any defects in respect of the leased property, which may affect the tenant's intended use thereof, unless otherwise agreed between the parties."

Article 17 of Dubai Decree No. 26/2007 On the Organisation of the Relationship between the Lessors and Tenants in the Emirate of Dubai states: "The landlord is responsible for any defect, damage, deficiency or wear and tear, caused to the leased property for any reason not attributable to the fault of the tenant."

Article 767(1) of Federal Law No. 5/1985 (the Civil Transactions Law) states: "The landlord has the obligation to repair any defect that affects the tenant's use and enjoyment of the leased property. If the landlord fails to do so, the tenant shall have the right to cancel the lease or to apply for an order that he is allowed to affect the repair and recover the fair and reasonable cost thereof from the landlord – This article refers to major defects (structural) where the tenant is deprived of beneficial occupation."

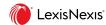
Article 767(2) of Federal Law No. 5/1985 (the Civil Transactions Law) states: "that for minor repairs or ones that require urgent attention, and the landlord fails to attend or if the tenant cannot contact the landlord, the tenant is entitled to attend to the repairs and recover the expenses from the landlord or deduct them from the rent."

Article 768 of Federal Law No. 5/1985 (the Civil Transactions Law) states: "If the tenant repairs any item in or on the leased property which has the effect of preserving the leased property then the tenant shall be entitled to recover his fair and reasonable expenses, even if no express agreement to that effect is in place with the landlord."

## 20. When are repairs classed as urgent - and what steps can a tenant take in such a case?

Urgent repairs are those that require immediate attention to prevent harm to the occupants, further damage to the property, or a significant inconvenience. Examples include a burst pipe, gas leak, water leak, malfunctioning air conditioning in extreme weather or electrical failure that pose a danger. If a tenant identifies an urgent repair issue, they should promptly notify the lessor immediately about the urgent repair needed. If the lessor fails to respond promptly to urgent repair requests, the tenant may have legal options to address the situation. This might include notifying the lessor in writing, documenting the issue with photos or videos.

In some cases, tenants may be permitted to arrange for necessary repairs and deduct the cost from their rent if the lessor fails to address the urgent issue within a reasonable timeframe or as per the contract and the law if the value of the repairs is less than 500 AED it will be covered by the tenant, but if its above 500 AED therefore the lessor has to cover the expenses.



If the lessor fails to respond or address the urgent repair within a reasonable timeframe, the tenant has the right to approach the Rental Disputes Settlement Centre as established by Dubai Decree No. 26/2007. The tenant can file a complaint or case with the Centre, seeking resolution and potentially requesting the Centre's intervention to ensure the necessary repairs are carried out promptly.

#### 21. Under what circumstances can a landlord enter residential premises?

It is of the utmost importance to emphasise the tenant's inherent entitlement to enjoy the leased property, along with safeguarding the privacy within the leased premises. However, specific scenarios exist where the landlord might need access to the residential unit. In these circumstances, the UAE legislature states the landlord must seek the tenant's prior permission. These circumstances include:

- Emergency Circumstances: Examples include fires, gas leaks, or water leaks, where the landlord possesses immediate and unannounced entry rights to address emergencies.
- Inspections: The landlord may conduct periodic property inspections for condition assessment or essential repairs. Generally, adequate notice should be provided to the tenant prior to such inspections.
- Tenant-Requested Maintenance: Should the tenant request maintenance for a specific aspect within the property, the landlord can enter to address the maintenance issue.
- Property Showing to Potential Tenants: Where the property is vacant or the tenant intends to vacate, the landlord may showcase the property to perspective new tenants.
- Property Vacation: If the tenant vacates the property, rendering it unoccupied, the landlord is entitled to enter for inspection or other necessary purposes.

As stated by the UAE legislature and in line with the provisions outlined in Dubai Law No. 26/2007, as amended by Dubai Law No. 33/2008, and considering the consistent verdicts issued by the Rental Disputes Settlement Centre, the judiciary has consistently upheld that in most circumstances as mentioned above, the landlord must present a request for an order granting entry to the leased property before the competent judge, if securing consent from the tenant proves difficult. In emergency circumstances, competent state authorities are authorised to execute entry and related actions.

#### 22. What happens if a landlord or their agents damage property of a tenant within the property?

Before discussing this significant matter, it is important to examine the legal stances of the parties involved and the nature of the landlord's entry into the leased property. This situation can unfold in two possible ways: either the landlord's entry was lawful, sanctioned by a court order or decree, or it was unauthorised and considered to be an illegal intrusion without the tenant's consent. In either scenario, the tenant has the right to compensation for the damages sustained to their property.

#### In the first scenario:

If the landlord enters the leased property through legal means, such as securing a court-mandated authorisation, and during this lawful entry causes damage to the tenant's belongings, the tenant has the right to seek compensation and hold the landlord accountable for the expenses incurred due to the harm inflicted upon the property.

#### In the second scenario:

If the landlord enters the leased property without proper authorisation and consequently damages the tenant's possessions, the tenant has the right to initiate a criminal complaint against the landlord, in line with the provisions stated in the UAE Penal Code as detailed in the Public Prosecutor's decision regarding offences subject to criminal penalties. Additionally, should the tenant substantiate their case, they possess the legal recourse to litigate against the landlord in civil courts, aiming to claim recompense for the losses endured by their property.

### 23. Is key money or goodwill payments allowed when retail premises are rented?

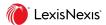
Considering the regulations and stipulations within the laws of the Emirate of Dubai, it becomes evident that these practices are not permitted under UAE law. In line with the provisions outlined in the regulations governing the landlord-tenant relationship in Dubai, the law prohibits activities referred to as "key money", "goodwill payments", or any form of payment from a potential tenant to an existing tenant as an incentive to vacate the premises. Instead, the law mandates that tenants fulfil other financial obligations, commonly referred to as "advance payments." These advance payments constitute a key part of the contractual obligations and essentially contribute to the total rental value specified in the lease agreement.

Another form of payment is the deposit, which serves to reserve the leased property. This deposit is remitted when an agreement is reached and mutual acceptance between the parties regarding the contract has been established, even if the formal contract has not yet been signed at the juncture. Additionally, it is mutually understood that should the tenant fail to appear on the agreed-upon date for the definitive signing of the contract and subsequently breach their commitment to consummate the tenancy relationship, the deposit transforms into a non-refundable sum.

# 24. What happens when an insolvent tenant leaves the premises with rent and/or other amounts owing?

Considering the provisions set out in Dubai Law No. 26/2007, as amended by Dubai Law No. 33/2008, the response should be rooted in the legal standing of both parties involved, namely the landlord and the tenant, as follows:

Firstly, examining the legal position from the landlord's perspective:



The legislator has granted the landlord the entitlement to demand the unsettled and due rental amount from the tenant in two scenarios:

• 1. In the event the tenant departs from the leased property without relinquishing the key.

The landlord has the authority to appeal to the Rental Disputes Settlement Committee for the collection of the outstanding rental sum and to request the tenant to vacate the property unencumbered. The landlord also possesses the right to claim the rental amount until the effective date of the property's vacation. However, before pursuing this claim, the landlord must issue a 30-day official notice to the tenant, instructing them to vacate the premises, surrender the key, and settle any pending payments.

• 2. If the tenant provides the key to the landlord, or the landlord obtains the key, indicating the landlord's possession of the key to the leased property, or when only an unsettled rental value remains in the tenant's debt, and the landlord decides not to seek the tenant's eviction.

Under these circumstances, the law allows the landlord to file a claim against the tenant for outstanding rental sums. This claim can be filed by submitting a petition to the Rental Disputes Settlement Committee, which may issue a payment order or initiate a direct case for cheque enforcement, as stipulated in the Civil Procedure Law.

Secondly, assessing the legal position from the tenant's perspective:

Should the tenant encounter difficult in meeting the outstanding rental obligations or encounter an unexpected judgement for the unpaid amount, the tenant has the right to demonstrate their financial hardship, i.e., incapability to make the payment. The tenant can also submit a petition to the judge at the centre to seek an arrangement for instalment payments until their financial circumstances improve.

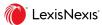
### 25. What happens if a tenant leaves property in the premises when they leave?

As outlined by the applicable legislation governing the landlord-tenant relationship in the Emirate of Dubai, when a tenant voluntarily surrenders the key and vacates the leased property at the end of the tenancy agreement, it is the responsibility of the landlord (owner) to require the tenant to sign an attestation verifying the surrender of the property devoid of any encumbrances and the tenant's possessions.

In scenarios where the tenant leaves their belongings within the leased property without formally concluding the tenancy agreement, or if the tenant neglects to return the unit and simultaneously carries an unsettled rental debt, the legal framework permits the landlord to secure a court judgement for eviction or regaining possession, to exercise a legal right known as "executive seizure" over the abandoned belongings in the property. Subsequently, the confiscated belongings will undergo evaluation by the relevant authorities within the context of the enforcement process, and their assessed value will be subtracted from the overall outstanding rental debt owed by the tenant.

# **Firm**

Galadari Advocates & Legal Consultants



# **Authors**



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#### **Biography**

Taha is a key member of Galadari's dispute resolution team, offering extensive expertise in advising clients on a variety of aspects of UAE law such as human rights, equal opportunity, and rental disputes. He has a successful track record of achieving favorable outcomes in both tribunal and court settings. Taha's specialisation lies in criminal cases, particularly complex ones involving embezzlement, appropriation, and banking matters.

Before joining Galadari, Taha served as an advocate in the appeals court in Cairo, gaining valuable experience in a variety of practice areas including civil and commercial law, criminal law, litigation, execution, and rental disputes. Taha holds a degree from Cairo University in Egypt and is proficient in Arabic.



Abdulmajeed Al Sweedy Senior Associate, Galadari Advocates and Legal Consultants abdulmajeed@galadarilaw.com<sup>[1 p.12]</sup>

# **Biography**

Abdulmajeed, now a lawyer of the cassation degree in Egypt, is a Senior Associate based in the Dubai office. With a focus on corporate, commercial, litigation and civil law. Abdulmajeed is well-versed in all stages of court litigation and has an acute understanding of the practical commercial pressures and implications clients may face. He also has extensive experience working on construction and real estate projects.

Abdulmajeed has demonstrated his expertise in defending clients in complex money laundering cases. His impressive track record includes representing a prominent businessman in disputes related to fraud and forgery against several banks and finance companies, with a total dispute value exceeding 6.5 billion AED.

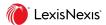
Abdulmajeed's diverse experience, sharp analytical skills, and unwavering commitment to his clients make him a valuable member of the Galadari team.



Mohammad Abdul Rahman
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#### **Biography**

Mohammad joined Galadari in 2011 as a local advocate and has full rights of audience before all UAE Courts. His focus includes labour cases, civil and commercial disputes, and rental conflicts.



As an Emirati lawyer, Mohammad acts as the firm's representative, overseeing cases across different Emirates, committees, and the Rental Disputes Centre. With full rights of audience, he is responsible for reporting criminal complaints at police stations and attending prosecution interrogations. Additionally, he has extensive expertise in Sharia matters.

Mohammad has many well-known clients, representing their family businesses and personal wealth matters. He graduated from Dubai Police Academy in 2004.



**Essa Ziad Galadari** *Advocate, Galadari Advocates and Legal Consultants*<a href="mailto:essa@galadarilaw.com">essa@galadarilaw.com</a>
[3 p.12]

#### **Biography**

Essa has full rights of audience before all UAE Courts, and possesses a high standard of local advocacy expertise, and time-efficient service delivery.

What sets Essa apart from other advocates on the market is his remarkable linguistic skills. Fluently speaking Arabic, English, French, Hindi, Japanese, and Croatian, he has the unique advantage of representing a diverse range of clientele before the UAE Courts. This linguistic versatility allows him to effectively communicate with clients from various backgrounds, fostering strong client-attorney relationships built on understanding and trust.



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#### Biography

Ahmed is an Associate on the litigation team at our Dubai office. His primary focus revolves around handling commercial and civil cases, with a specific specialisation in medical malpractice litigation. This includes cases involving both insurance companies and hospitals. Ahmed's extensive experience in this practice stems from his previous role as a legal researcher at the Office of the Assistant Minister of Justice for Health and Social Care in Egypt.

Ahmed collaborates closely with Senior Associates and Consultants, contributing to their caseload. He has extensive experience in drafting notes and memos, attending expert meetings, coordinating instructions for court staff, and providing clients with regular updates.



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#### Biography

Leopold specialises in real estate matters, offshore transactions, and the establishment of free zone companies. He has a wealth of experience in dispute resolution techniques including mediation, negotiation, litigation, and arbitration.



Leopold advises on both contentious and non-contentious matters. He has represented the interests of the firm's most high-profile clients in cross-border arbitrations including the ICC London and the Dubai International Arbitration Centre.

Leopold has advised the government of a UAE Emirate in drafting real estate legislation and establishing a data centre.

Leopold's expansive network of contacts within various free zones and government entities proves invaluable to his clients as it allows him to stay current with the latest regulations and guidelines. He frequently assists clients in establishing both onshore and offshore free zone entities.

Beyond the UAE, Leopold extends his advisory services to clients navigating cross-jurisdictional matters across multiple GCC countries. His extensive knowledge of the legal systems in other GCC nations is evident as he collaborates with local law firms in respective countries, consistently maintaining communication on behalf of his clients.

# **Abdel Rahman Shalaby**

Paralegal, Galadari Advocates and Legal Consultants



**Vanessa Maalouf** *Trainee Lawyer, Galadari Advocates and Legal Consultants* 

## **Biography**

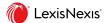
Vanessa is a valuable member of the Litigation and Corporate team, focusing on a diverse range of matter including Commercial, Real Estate, Personal Status, Corporate and Finance.

She has extensive experience in conducting thorough research on the background of matters, relevant laws, and regulations, including legal articles.

Vanessa's multitasking abilities are widely praised, and she is highly sought after by international clients due to her excellent command of four languages: English, Arabic, French, and Dutch.

She holds a degree in LLB from Notre Dame University in Lebanon. She also pursued a certification in Journalism and Communication from Antonine University in Lebanon, providing her with additional expertise in effective communication and drafting.

Vanessa is a member of the Beirut Bar Association.



# **Notes**

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