

Explanatory Notes on
Article (34) of Law No. (26) of 2007 Regulating the Relationship between
Landlords and Tenants in the Emirate of Dubai (as amended):
Interpretation of "Cessation of Interference with Quiet Enjoyment" and
"Documenting Interference"¹

Preamble:

In exercise of the functions vested in the General Secretariat of the Supreme Legislation Committee in the Emirate of Dubai (the "**General Secretariat**") under Law No. (14) of 2024 to issue and publish explanatory notes on local legislation in force in the Emirate of Dubai, in accordance with the rules and conditions governing legislative interpretation adopted by the General Secretariat, and with reference to the request submitted to it by the Dubai Police to clarify the meaning of the expressions "Cessation of Interference with Quiet Enjoyment" and "Documenting Interference" as appearing in Article (34) of Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai, as amended, (the "**Dubai Tenancy Law**") and to specify the measures which the Dubai Police may take to secure cessation of interference with quiet enjoyment, the General Secretariat hereby provides the following interpretation of the expressions "Cessation of Interference with Quiet Enjoyment" and "Documenting Interference", in light of the provisions of the Dubai Tenancy Law, together with the measures required to be followed by the Dubai Police in this regard:

On 26 November 2007, His Highness Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the United Arab Emirates, in his capacity as Ruler of Dubai, issued Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai. The Law came into force sixty (60) days after its publication in the Official Gazette of the Government of Dubai and was subsequently amended by Law No. (33) of 2008.

The Dubai Tenancy Law was enacted to establish a modern and balanced legal framework governing tenancy relationships relating to Real Property in the Emirate of Dubai, with a view to:

1. ensuring the stability of tenancy transactions in the Emirate of Dubai;

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¹Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict, the Arabic text will prevail.

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2. protecting the rights of the parties to the tenancy relationship;
3. clearly and expressly defining the obligations of the parties to the tenancy relationship in the Emirate of Dubai;
4. regulating the Real Property rental market in the Emirate of Dubai and preventing abuse by either party to the detriment of the other; and
5. providing a specialised and expeditious judicial mechanism for the resolution of tenancy disputes.

Interpretation

Article (34) of the Dubai Tenancy Law provides: "A Landlord is prohibited from disconnecting services from the Real Property or otherwise interfering, in any manner whatsoever, with the Tenant's enjoyment of the Real Property.

Should this happen, the Tenant may have recourse to the police station within whose territorial jurisdiction the Real Property is situated in order to seek cessation of the interference or to request the creation of a police record documenting the interference. The Tenant may also have recourse to the Tribunal by filing a claim supported by official reports proving the occurrence of the interference, for the purpose of obtaining compensation for any damage suffered."

Upon thorough examination of Article (34), it becomes evident that the legislative intent is to achieve the following objectives:

1. to protect the Tenant from any arbitrary or abusive practices on the part of the Landlord that impede or prevent the Tenant from enjoying the leased Real Property;
2. to ensure the Tenant's continued enjoyment of the leased Real Property in accordance with the Lease Contract; and
3. to make the Tenant's entitlement to compensation contingent upon the existence of official reports documenting the occurrence of interference by the Landlord.

A linguistic and literal analysis of the wording of Article (34) yields the following conclusions:

1. In the provision 'A Landlord is prohibited from disconnecting services from the Real Property', the expression 'is prohibited' is in the passive present-tense form, denoting a strict and categorical legal prohibition imposed upon the Landlord. The term "Landlord" refers to any natural or legal person who holds the right to lease the Real Property, whether as the owner of the Real Property or as a person entitled to lease it by law or by agreement. The expression 'disconnect services from the Real Property' denotes the denial of essential services, including electricity, water, air-conditioning, maintenance, and other such services.

2. In 'or otherwise interfering, in any manner whatsoever, with the Tenant's enjoyment of the Real Property', the expression 'interfering with the Tenant' encompasses any act, omission, or conduct by the Landlord that impairs the Tenant's customary enjoyment of the leased Real Property. The phrase 'in any manner whatsoever' encompasses all forms of interference, whether direct or indirect, including direct interference such as disconnecting services from, or preventing the Tenant from entering, the leased Real Property; and indirect interference such as threats, harassment, or the placement of barriers. The phrase 'so as to prevent enjoyment of the leased Real Property' covers all acts of the Landlord, irrespective of the means employed, that have the effect of preventing the Tenant from enjoying the leased Real Property, in whole or in part.
3. In the sentence 'Should this happen, the Tenant may have recourse to the police station within whose territorial jurisdiction the Real Property is situated', the clause 'should this happen' confers upon the Tenant the legal right, upon the occurrence of any disconnection of services or any interference by the Landlord that prevents enjoyment of the leased Real Property, to have recourse to the competent police station. The expression 'have recourse to the police station' means requesting intervention from the official security authorities to stop the direct or indirect interference to which the Tenant is subjected by the Landlord. The clause "Within whose territorial jurisdiction the Real Property is situated" refers to the police station having territorial jurisdiction over the area in which the leased Real Property is located.
4. The phrase 'to seek cessation of the interference' means requesting police intervention to require the Landlord to cease any act that impedes enjoyment of the Real Property and to restore matters to the position prevailing prior to the interference. 'Documenting the interference' means creating an official record of the interference incident, including any damage sustained by the leased Real Property or harm suffered by the Tenant, for later submission as evidence before the competent judicial bodies.
5. The term 'Tribunal' in 'and may also have recourse to the Tribunal by filing a claim supported by official reports proving the occurrence of the interference' refers to the Rental Disputes Settlement Centre established pursuant to Decree No. (26) of 2013, which replaced the former Special Tribunal to Determine Disputes between Landlords and Tenants. The phrase 'by filing a claim supported by official reports proving the occurrence of the interference' means filing a claim before the Rental Disputes Settlement Centre seeking compensation for losses incurred and profits lost resulting from the Landlord's interference, provided that such claim is supported by police reports or other official documents proving the Landlord's interference.
6. The wording 'for the purpose of obtaining compensation for any damage suffered' refers to the Tenant's legal right to claim monetary compensation for damage resulting from the Landlord's interference. The reference to 'any damage suffered' includes both material

damage, such as damage to property, and non-material damage suffered by the Tenant, arising from disturbance or loss of use.

In light of the foregoing, under Article (34) of the Tenancy Law, as amended, a Landlord is prohibited from directly or indirectly engaging in any conduct that interferes with the Tenant's use and enjoyment of the leased Real Property. The Article further entitles the Tenant to pursue two legal avenues, namely immediate recourse to the police to secure cessation of the interference and to evidence it by way of an official record, and subsequent recourse to the Rental Disputes Settlement Centre by bringing a claim for compensation supported by official reports or records issued by the police or by any other competent governmental authority.

Measures Required to Be Taken by the Dubai Police:

Based on the interpretation of the expressions 'cessation of the interference' and 'proving the interference' as set out above, a number of measures are required to be taken by the Dubai Police where the Landlord engages in conduct that interferes with the Tenant's enjoyment of the leased Real Property. These measures vary according to the form of interference and the nature of the action requested by the Tenant of the Dubai Police, as set out in the table below:

SN	Form of Interference	Legal Action Available to Tenants	Legal Action Required of the Dubai Police
1	Disconnection of essential services (electricity, water, air-conditioning, sewage, and similar services)	Immediately notify the competent police station of the disconnection of services; request police intervention to restore disconnected essential services; obtain a copy of the official police report for submission to the Rental Disputes Settlement Centre in support of a compensation claim	<ol style="list-style-type: none"> 1. Immediately intervene to restore the services and issue a formal notice requiring the Landlord to restore the services 2. Document the incident in an official police report and provide the Tenant with a copy
2	Obstruction of access to the leased Real Property or any part thereof	Request police intervention to remove barriers or obstructions; obtain an official police report detailing the obstruction of access	<ol style="list-style-type: none"> 1. Require the Landlord to remove physical barriers or locks to ensure the Tenant's free access to the leased Real Property or any part thereof

			2. Document the incident in an official police report and provide the Tenant with a copy
3	Threats or harassment intended to compel the Tenant to vacate	Give a formal statement to the police supported with evidence (witness statements, audio recordings, or video recordings) to cease the threats or harassment	<ol style="list-style-type: none"> 1. Require the Landlord to cease threats or harassment immediately 2. Document the threats or harassment and refer the Landlord to the competent judicial authorities where required
4	Physical alterations impeding enjoyment of the leased Real Property	Request the police to document the incident in preparation for a compensation claim	<ol style="list-style-type: none"> 1. Inspect the leased Real Property 2. Require the Landlord to remove the alterations where possible 3. Document the damage in an official police report and provide the Tenant with a copy
5	Obstruction of the Tenant's use of essential facilities stipulated in the Lease Contract	Request the police to secure cessation of the interference with the use of essential facilities within the Real Property and obtain an official police report in preparation for filing a compensation claim	<ol style="list-style-type: none"> 1. Require the Landlord to enable the Tenant to use the facilities of the leased Real Property 2. Document the incident in an official police report and provide the Tenant with a copy
6	Any other act or omission which constitutes interference with the Tenant's enjoyment of the leased Real Property	Request the police to secure cessation of the interference and obtain a copy of the official police report for the purpose of claiming compensation	<ol style="list-style-type: none"> 1. Immediately intervene to stop the unlawful conduct 2. Document the incident in an official police report specifying the nature, timing, and consequences of the interference

The table above illustrates that the practical measures required of the Dubai Police under Article (34) of the Tenancy Law, as amended, comprise the following:

1. Receipt by the police station having territorial jurisdiction over the leased Real Property of the report submitted by the Tenant;
2. Verification of the accuracy of the information contained in the Tenant's report, including inspection of the leased Real Property where required;
3. Identification of the form of the interference, requiring the Landlord to cease the interference immediately, and initiating prosecution against the Landlord where warranted;
4. Preparation of an official police report documenting the occurrence of the interference, without requiring the Tenant to obtain a decision from the urgent matters judge at the Rental Disputes Settlement Centre. The report must state the details of the interference, the person responsible, the place and time of its occurrence, and any other information deemed appropriate by the Dubai Police; and
5. Referral of the Landlord to the competent judicial authorities, where the circumstances so require.