

# Landlords vs Tenants: How the Addendum in the Lease Agreement Gives Landlords the Legal Upper Hand in Evictions



### Introduction

In rental relationships, the legal framework provides essential protections and obligations for both landlords and tenants. While the law outlines standard conditions—such as those for eviction—it also recognizes the autonomy of parties to agree on tailored terms through written contracts. These agreements, when clearly drafted and mutually consented to, form the backbone of rental arrangements and may, in certain cases, take precedence over general legal provisions. A recent judgment by the Rental Dispute Centre (Appeal) has reinforced this principle, highlighting the binding force of contractual terms, including those found in an addendum to a lease agreement.

### Facts of the Case and First Instance Judgment

The dispute between the landlord and tenant centred on the termination of a lease due to the tenant's failure to pay rent for several consecutive months. The landlord initiated eviction proceedings before the Dubai Rental Dispute Centre, relying on the general provisions of rental law that permit eviction in cases of repeated non-payment. The tenant opposed the eviction, arguing that an addendum to the lease agreement outlined specific conditions and procedures to be followed in the event of payment default, including required notice periods and opportunities to remedy the breach. The tenant maintained that these contractual terms should take precedence over the general statutory eviction provisions.

At first instance, the court ruled in favor of the landlord. The original lease had been signed for a three-year term and subsequently renewed, with the renewed contract covering the period from December 1, 2023, to November 30, 2024. The parties also signed an addendum to this renewed lease, which explicitly stated in Clause 4 that the tenant gave clear and conscious consent to vacate the property at the end of the lease term, with no option for a tacit renewal. The court interpreted this clause as a mutual and unequivocal agreement to terminate the tenancy upon expiration of the lease. It held that a rental relationship cannot legally continue beyond the agreed expiration date when both parties have clearly consented to its termination. In other words, by signing the addendum, the tenant was deemed to have agreed to the lease's non-renewal and the consequent right of the landlord to seek eviction once the contract ended.

The tenant's claim that the addendum had been included without his knowledge was rejected, as the court found that by signing the contract, the tenant was legally bound by all its terms. The court emphasized that signing the agreement indicated the tenant's acceptance of the entire contract, including the clause permitting eviction after lease expiration. Consequently, the lease was deemed to have ended on November 30, 2024, making the landlord's eviction claim lawful and supported both by the terms of the contract and the applicable rental law.

### **Appeal Judgment**

The tenant appealed the decision, and the Rental Dispute Centre (Appeal) took a more comprehensive approach. Upon reviewing the case, the appellate court considered not only the rental agreement but also the addendum, which had been properly executed by both parties.

The appeal court emphasized that while rental law outlines general rules, parties retain the freedom to define their own terms—so long as those terms are lawful and clearly agreed upon. The court found that the addendum, far from being a supplementary or lesser document, held equal legal value as the original lease. It was deemed to be an integral part of the contract, binding on both parties, and fully opposable to each of them.

In other words, the court determined that the addendum reflected clear and mutual consent, satisfying the general conditions for valid contract formation. Because the specific eviction criteria in the addendum has been met, the appeal court ruled in favour of the landlord and upheld the first instance judgment.

### Implications of the Judgment

The judgment issued by the Rental Dispute Center (Appeal) carries significant weight for all parties involved in lease agreements. It is a clear endorsement of the principle that parties to a contract are free to define the terms of their legal relationship, provided those terms do not contravene public order or mandatory legal provisions. While rental laws offer a general framework—particularly around sensitive matters like eviction—this framework does not nullify or override the specific terms to which the parties have contractually agreed. Where the contract (or any subsequent addendum) stipulates a more tailored set of conditions, especially regarding the termination of the lease, those conditions must be honoured.

This decision reinforces the legal value of an addendum to a lease agreement.

The court made it clear that such an addendum has the same binding force as the main lease agreement, and it cannot be disregarded or treated as secondary, which makes it far from being a mere administrative formality.

Moreover, the court affirmed that the terms set out in the addendum are legally enforceable against both the landlord and the tenant. Once the parties have voluntarily entered into an agreement and expressed their mutual assent through signature, they are bound by those terms, and cannot later claim ignorance or attempt to rely solely on the more general provisions of the law to escape contractual obligations. This is a fundamental principle of contract law: that agreements made in good faith must be respected.

### Conclusion

The judgment from the Rental Dispute Centre (Appeal) underscores the supremacy of well-drafted contractual terms in rental matters. While the law provides a safety net, it is the written agreement between the parties—when clear, comprehensive, and mutually accepted—that ultimately governs the relationship.

This ruling sends a strong message about the importance of careful contract drafting. It is not enough to rely on pre-printed lease forms or verbal understandings. Also, when contracts and addenda are drafted with clarity and legal rigor, they provide not only certainty but also enforceability—ensuring that the agreement reflects the parties' true expectations and governs their relationship with legal authority.

## DUBAI - Case Study



If you'd like assistance in drafting a lease agreement or its addendum that clearly outlines your rights—including lawful eviction terms—feel free to reach out. At Steering Legal, we're here to help ensure that the contract is both enforceable and aligned with current legal standards.



**Mohamed El-Houseny**

**Partner**

**Tibyan Mohamed**

**Associate**

