

PART 8 — LEASES

53. Lease of real property

- (1) Real property may be leased.
- (2) A lease may comprise one or more lots or parts of lots.
- (3) Where the term of the lease (including any option to renew, whether or not exercised) exceeds 1 year, the lease shall be registered. A lease for any other term may (but need not) be registered.

54. Unregistered lease

- (1) A lessor shall, within 28 days of the date on which the lease is entered into, notify the Registrar of the identity of the lessee and provide any other details the Registrar requires.
- (2) If the lessor fails to comply with paragraph (1), then:

the lessor commits an offence against this Law.
- (3) A lessor complies with paragraph (1) if the lease is lodged for registration, in registrable form, within 28 days of the date on which the lease was signed by all parties to it.

55. Requirements for lease to be registered

- (1) In order to be registered, a lease shall include a description sufficient to identify each lot or part lot to be leased.
- (2) Paragraph (1) does not limit the matters that the approved form of lease may require to be included.

56. Variation of registered lease

- (1) A registered lease may be varied by registering an instrument of variation of the lease.
- (2) However, the instrument of variation shall not:

- (a) add or remove a party to the lease; or
 - (b) be lodged after the term of the lease (including as extended by any option to renew) has expired.
- (3) A lease as varied by registration of an instrument of variation continues in force according to its terms and is not surrendered by virtue of the variation.
- (4) This Article does not limit other ways in which a lease may be varied.

57. Whether lease, or variation of lease, binds mortgagee

- (1) A lease, or a variation of a lease, executed after the registration of a mortgage, does not bind the mortgagee unless the mortgagee consents to the lease or variation.
- (2) The Registrar may require evidence of the mortgagee's consent and may record the fact of the consent in the folio of the Register.

58. Options to renew or purchase

- (1) When registering a lease that contains an option to renew or purchase, the Registrar shall also record the existence of the option.
- (2) Registration of a lease containing an option to renew or purchase does not give the option any greater effect than it otherwise would have.

59. Expiry of lease

The Registrar may record in the folio of the Register that a registered lease has expired.

60. Termination of lease following lessee's default

- (1) The Registrar may record in the folio of the Register that the lessor has terminated a registered lease following the lessee's default.
- (2) Before recording the termination, the Registrar may require supporting evidence to establish that the termination was lawful.
- (3) The recording of the termination does not release the lessee from liability for breach of a covenant, either express or implied, in the lease.

- (4) After the termination of a registered lease containing an option to renew or purchase:
 - (a) the Registrar need not enquire whether the option has been exercised; and
 - (b) a person dealing with the lessor need not enquire whether any unregistered interest has been created in exercise of the option.

61. Surrendering a lease

- (1) A registered lease may be wholly or partly surrendered by registering a surrender of the lease executed by the lessor and the lessee.
- (2) However, the Registrar shall not register the surrender unless every registered mortgagee of the lease and registered sublessee consents.
- (3) On registration of the surrender:
 - (a) the lessee's interest vests in the lessor; and
 - (b) any sublease is to be taken to be a direct lease from the lessor.
- (4) This Article does not limit other means by which a lease may be surrendered. If a registered lease is surrendered by other means, the Registrar may record the surrender in the folio of the Register on application by either lessor or lessee and supported by any evidence the Registrar may require.

62. Implied powers of lessors and termination for breach

- (1) In a lease of real property governed by this Law the lessor has the following implied powers:
 - (a) to enter the leased premises and view the state of repair (but only twice in each year of the term, at a reasonable time of the day, and on giving the lessee 2 days' prior notice);
 - (b) to enter the leased premises to carry out any repairs that the lessee should have (but has not) carried out under the lease; and



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- (c) to enter the leased premises to comply with any written law affecting the premises, or to comply with any notice that is given to the lessor or the lessee by any public authority and that requires repairs or work to be done (whether by the lessor or the lessee).
- (2) Any repairs, work or other acts which the lessor does under paragraph (1) shall be done without undue interference with the lessee's occupation and use of the premises.
- (3) The powers implied by paragraphs (1) and (2) may be varied or negated by express provision in the lease.
- (4) In addition to the powers under paragraph (1), the lessor has the implied power to re-enter the leased premises and terminate the lease in the following circumstances:
 - (a) where any rent due under the lease is more than 30 days overdue (even if no formal demand for payment has been made); or
 - (b) where any other term of the lease, whether express or implied, has been breached and the breach has continued for at least 30 days after the lessor has served notice on the lessee requiring it to be remedied.
- (5) The 30-day periods in paragraph (4) may be varied by express provision in the lease, but cannot be reduced.
- (6) This Article does not prevent a lessee from approaching the Court to seek relief against forfeiture of a lease, whether for non-payment of rent or for breach of any other term of the lease. The Court may grant relief against forfeiture on terms that the Court considers appropriate, or may refuse relief.
- (7) This Article is subject to any law imposing restrictions on a lessor's right to recover possession from lessees.