

OWNERSHIP RESPONSIBILITY AND TENANT RIGHTS FROM THE PERSPECTIVE OF CONSUMER PROTECTION LAWS AND ISLAMIC LAW: A Case Study in Gampong Batoh Banda Aceh, Indonesia

Arif Afrijal^{1*}, Muhammad Yusuf², Riadhus Sholihin³

^{1,2,3} Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

*Email: 210102214@student.ar-raniry.ac.id

Abstract

Boarding houses, as a form of residential service business, have given rise to legal relationships between boarding house owners and tenants that fall within not only civil law but also consumer protection law and Islamic law. Boarding house tenants use residential services in exchange for payment, so, normatively, they can be positioned as consumers, while boarding house owners are positioned as business actors. This study aims to analyse the position of boarding house tenants as consumers, the practice of boarding house rental relationships in the field, and the liability of boarding house owners under Law Number 8 of 1999 concerning Consumer Protection, and from an Islamic law perspective. This study employs an empirical legal method and a sociological juridical approach, drawing on interviews and literature. The results show that, normatively, boarding house tenants have a strong legal basis for protection in both positive law and Islamic law. Still, in practice, this protection has not been optimally implemented due to imbalances in bargaining power, weak written agreements, and low legal awareness among the parties. The Consumer Protection Law and the principle of *ijarah* contract in Islamic law both emphasise the obligation of good faith and the responsibility of boarding house owners towards tenants' losses. Therefore, it is necessary to strengthen regulations and internalise the value of justice to realise a boarding house rental practice that is substantively fair.

Keywords: Banda Aceh, Consumer Protection Law, Landlords, and Islamic Law,

Abstrak

Pondok kos, sebagai bentuk usaha jasa perumahan, telah menimbulkan hubungan hukum antara pemilik pondok kos dan penyewa yang tidak hanya diatur oleh hukum perdata, tetapi juga oleh hukum perlindungan konsumen dan hukum Islam. Penyewa pondok kos menggunakan jasa perumahan sebagai imbalan atas pembayaran, sehingga secara normatif dapat dikategorikan sebagai konsumen, sementara pemilik pondok kos dikategorikan sebagai pelaku usaha. Penelitian ini bertujuan untuk menganalisis posisi penyewa rumah kos sebagai konsumen, praktik hubungan sewa rumah kos di lapangan, dan tanggung jawab pemilik rumah kos berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, serta dari perspektif hukum Islam. Penelitian ini menggunakan metode hukum empiris dan pendekatan sosiologis-yuridis, dengan mengacu pada wawancara dan literatur. Hasil penelitian menunjukkan bahwa, secara normatif, penyewa rumah kos memiliki dasar hukum yang kuat untuk perlindungan baik dalam hukum positif maupun hukum Islam. Namun, dalam praktiknya, perlindungan ini belum diimplementasikan secara optimal akibat ketidakseimbangan kekuatan tawar-menawar, perjanjian tertulis yang lemah, dan kesadaran hukum yang rendah di antara para pihak. Undang-Undang Perlindungan Konsumen dan prinsip kontrak *ijarah* dalam hukum Islam keduanya menekankan kewajiban itikad baik dan tanggung jawab pemilik rumah kos terhadap kerugian penyewa. Oleh karena itu, perlu memperkuat regulasi dan menginternalisasi nilai keadilan untuk mewujudkan praktik sewa menyewa rumah kos yang secara substansial adil.

Kata kunci: Banda Aceh, Undang-Undang Perlindungan Konsumen, Pemilik Rumah Kos, dan Hukum Islam

INTRODUCTION

The need for shelter is one of the basic human needs that has social, economic, and legal dimensions. Along with the increasing mobility of the population, especially students and workers in urban areas, boarding houses have become the most popular alternative housing option due to their practicality and relative affordability. This phenomenon shows that

boarding houses do not merely function as temporary shelters but have also developed into a business sector with significant economic value.¹

The development of boarding houses as a form of residential service business has created a legal relationship between boarding house owners and tenants. Legally, this relationship falls under the category of a lease agreement as regulated in the Civil Code. Under a lease agreement, boarding house owners grant tenants the right to use a property, namely a boarding room, for a certain period of time in exchange for rent. From the outset, the boarding house lease relationship has created binding rights and obligations for both parties.²

Rental agreements for boarding houses are often simple and informal. It is not uncommon for agreements to be made verbally without being set out in a clear written contract. This situation creates legal uncertainty, particularly for tenants, as there is no clarity on the rental period, rights to facilities, or dispute-resolution mechanisms in the event of a breach of contract.³

The imbalance in bargaining power between landlords and tenants is a recurring issue in the practice of renting boarding houses. Landlords generally hold a dominant position because they control the rental property, while tenants are in a weaker position because they depend on housing availability. This imbalance has the potential to lead to unilateral actions by landlords that are detrimental to tenants, such as terminating the lease before the end of the term, changing the rules unilaterally, or failing to return the full rent.⁴

Boarding houses, as a form of business providing accommodation services, cannot be separated from consumer protection laws. Boarders

¹ Zainur Zainur, "Basic Concepts of Human Needs According to Islamic Economic Perspectives," *Jurnal An-Nahl* 7, no. 1 (2020): 32–43, <https://doi.org/10.54576/annahl.v7i1.3>.

² Roulita Eliyanti, "Legal Consequences of the Transfer of Boarding House Rentals by Tenants to Third Parties Without the Owner's Permission", *Thesis* (HKBP Nommensen University, 2025). pp. 60-68.

³ Dewa Ayu Putu Utari Praba, Ni Ketut Sari Adnyani, and Ketut Sudiatmaka, "Rental Agreements for Boarding Houses (Indekos) for Parties Related to Verbal Agreements in Singaraja City," *Ganesha Law Review* 2, no. 2 (2020): 132–43.

⁴ Annisa Syaufika Yustisia Ridwan and Sa'ida Rusdiana, "Freedom to Choose Parties in Contracts Based on the Principle of Freedom of Contract in Room Rental Agreements," *Ius Quia Iustum Law Journal* 25, no. 1 (2018): 115–36, <https://doi.org/10.20885/iustum.vol25.iss1.art6>.

essentially use the services provided by boarding house owners in exchange for payment, so normatively they can be positioned as consumers. Meanwhile, boarding house owners can be classified as business actors engaged in economic activities in the residential services sector.

Law No. 8 of 1999 concerning Consumer Protection was enacted to provide legal protection to consumers who are structurally in a weak position. This law regulates the rights and obligations of consumers and the responsibilities of business actors, including the obligation to provide consumers with comfort, safety, and legal certainty. The existence of this law is an important instrument for assessing the responsibility of boarding house owners towards tenants.⁵

The implementation of the Consumer Protection Law in the practice of boarding house rentals continues to face various obstacles. Many boarding house owners and tenants do not understand that the boarding house rental relationship can be classified as a consumer-to-business relationship. As a result, tenants' rights as consumers are often neglected, while boarding house owners' obligations as business operators are not optimally fulfilled.⁶

Legal issues in boarding house rentals stem not only from limited legal awareness but also from the absence of comprehensive regulations governing boarding houses. To date, regulations concerning boarding houses are still scattered throughout the general provisions of the Civil Code and the Consumer Protection Law, which are general in nature. This situation means that legal protection for boarding house tenants does not yet fully provide certainty and justice.

Based on interviews with an official in Batoh village, it is known that, in recent years, many community-owned houses have been converted into boarding houses to utilise land and buildings. These houses were originally built as private residences but later converted into boarding houses due to increasing demand for student and migrant worker accommodation. The

⁵ Bahtiar Tamrin, "Legal Analysis of Consumer Protection in Digital Transactions in Indonesia: A Review of Law No. 8 of 1999," *Collaborative Science Journal* 8, no. 6 (2025): 3246–55, <https://doi.org/10.56338/jks.v8i6.7738>.

⁶ Rejeki Karina Banurea et al., "The Effectiveness of Compensation Clauses in Student Rental Agreements: Perspectives of Tenants and Landlords in Pancing," *Al-Zayn: Journal of Social Sciences & Law* 3, no. 3 (2025): 1666–72, <https://doi.org/10.61104/alz.v3i3.1422>.

average rental price for a boarding house room in the village ranges from Rp14,000,000 to Rp17,000,000 per year, depending on the location, facilities, and condition of the building. The management of boarding houses is generally carried out independently by the owners without a standard written contract. In contrast, policies governing boarding house operations, such as rental terms, rules and regulations, and dispute resolution, are largely left to agreements between boarding house owners and tenants. In practice, village officials play only an administrative and social role, without any specific village-level regulations that comprehensively protect the legal rights of boarding house tenants as consumers of residential services.⁷

In some areas, including Aceh, disputes over boarding house rentals are often resolved through non-litigation mechanisms such as deliberations at the village level. Although this reflects local wisdom, the mechanism does not always provide maximum protection for tenants in a weak position. Many tenants choose to give in to maintain social relations, even though their rights have been violated.⁸

This phenomenon shows a gap between the applicable legal norms and practices in the field. Normatively, lodgers already have a fairly strong legal basis for protection under both civil and consumer protection law. Still, empirically, this protection has not been fully felt in their daily lives.

Given these conditions, it is relevant to examine the responsibilities of boarding house owners and the position of tenants as consumers. This analysis is important to understand the extent to which the Consumer Protection Law can be applied in boarding house rental relationships, as well as the dynamics of the rights and obligations of the parties involved in practice.

This research is important for filling a gap in legal studies regarding boarding house rentals, which have so far been viewed primarily as a private matter. In fact, when boarding house rentals are operated as a business activity, the state has an obligation to ensure fair legal protection for consumers.

⁷ Interview with Fahri (Secretary of Gampong Batoh) in 2025

⁸ Andi Amalia Suhra, "Legal Analysis of Forms of Breach of Contract and Dispute Resolution Mechanisms in Rental Agreements in Indonesia," *Jurnal Tana Mana* 6, no. 2 (2025): 87–95.

The objectives of this study are to analyse the legal position of boarding house tenants as consumers, examine the dynamics of the rights and obligations of the parties in the practice of renting boarding houses, and assess the responsibility of boarding house owners towards tenants based on the Consumer Protection Law to realise a fair and sustainable rental relationship.

RESEARCH METHOD

This study uses empirical legal research with a sociological juridical approach, examining applicable legal provisions and their application to boarding house rental in the community. The data used consists of primary and secondary data. Primary data was obtained through interviews with boarding house tenants, owners, and village officials in the Batoh Village area, Banda Aceh, who were selected as informants based on their direct involvement in boarding house rental practices. Meanwhile, secondary data was obtained from primary legal materials in the form of legislation, particularly the Civil Code and Law Number 8 of 1999 concerning Consumer Protection, as well as secondary legal materials in the form of books, scientific journals, and relevant legal literature. Data collection techniques included interviews and literature reviews, while data analysis was conducted qualitatively by describing and interpreting the data to answer the research questions systematically.⁹

RESULTS AND DISCUSSION

A. Accountability and Position of the Parties in the Rental Agreement

The relationship between landlords and tenants of boarding houses is a form of civil law that has developed rapidly in line with increasing population mobility, particularly in urban areas and educational districts. Boarding houses are the primary choice for students, workers, and migrants due to their practical nature and relative affordability. The legal

⁹ Sugiyono, *Educational Research Methods: Quantitative, Qualitative, and R&D Approaches* (Bandung: Alfabeta, 2017). pp. 40-47.

relationship between boarding house owners and tenants has a strategic position in the Indonesian civil law system. Renting is regulated in the Civil Code (KUHPPerdata), specifically Article 1548, which defines it as an agreement in which one party grants another the use of an item for a certain period of time in exchange for a rental fee. This provision establishes that boarding house rental constitutes a valid and binding agreement.¹⁰

The validity of a boarding house rental agreement must meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement between the parties, legal competence, a specific object, and a lawful cause. If these requirements are met, the boarding house rental agreement has binding legal force for the boarding house owner and the tenant. In modern legal developments, the boarding house rental relationship is no longer understood solely as a normal contractual relationship. This relationship also has a consumer protection dimension, as tenants use the services provided by boarding house owners in exchange for payment. Thus, boarding house tenants can be positioned as consumers, while boarding house owners are business operators.¹¹

The position of lodgers as consumers is legally legitimised by Law No. 8 of 1999 on Consumer Protection. Article 1(2) of the law states that consumers are any persons who use goods and/or services available in society for their own interests. The provision of boarding house rooms and facilities falls under the category of services as referred to in this provision. As consumers, boarding house tenants have rights guaranteed by the Consumer Protection Law. Article 4 of the law regulates various consumer rights, including the right to comfort, security, and safety in using services, as well as the right to obtain accurate, clear, and honest information about the conditions of the services used.¹²

These consumer rights form an important basis for assessing the responsibility of boarding house owners as business operators. Boarding

¹⁰ Claudia Soleman, "Lease agreements as named agreements based on the Civil Code," *Lex Privatum Journal* 6, no. 5 (2018): 12-17.

¹¹ Oki Yunice, Andreas Andrie Djatmiko, and Ajar Dirgantoro, "The Legal Force of Building Lease Agreements Without a Written Agreement Based on Article 1320 Jo Article 1548 of the Civil Code," *Yustitiabelen* 9, no. 2 (2023): 120-32, <https://doi.org/10.36563/yustitiabelen.v9i2.556>.

¹² Law No. 8 of 1999 concerning Consumer Protection.

house owners are not only obliged to provide rooms for rent but also responsible for ensuring that the facilities provided are livable, safe, and in accordance with the agreement made. The responsibility of boarding house owners also includes maintaining the quality of the services provided. In the context of boarding houses, service quality encompasses the physical condition of the building, the availability of supporting facilities, and a safe, comfortable environment for tenants. This obligation is binding from the time the agreement is signed until the lease expires.¹³

The principle of accountability in boarding house rental relationships is grounded in good faith. Article 1338 paragraph (3) of the Civil Code emphasises that every agreement must be carried out in good faith. This principle requires boarding house owners and tenants to respect each other's rights and obligations in carrying out the agreement. Good faith means that the parties must not act arbitrarily or harm the other party. In the context of boarding house rentals, the owner must carry out their obligations honestly and responsibly. At the same time, the tenant must use the room for its intended purpose and comply with the agreed-upon rules.

The landlord's responsibilities also include the obligation to compensate the tenant for losses resulting from negligence or breach of contract. This provision is reinforced in Article 19 of the Consumer Protection Law, which requires businesses to compensate consumers for losses incurred. Compensation in the context of boarding house rentals may take the form of a rent refund, a rent reduction, or other agreed compensation. This principle aims to restore the consumer's position to a state of balance with the business operator.¹⁴

The Consumer Protection Law also regulates consumer obligations. Tenants, as consumers, are obliged to act in good faith, pay rent in accordance with the agreement, and maintain the facilities used. The balance between these rights and obligations is at the heart of a fair tenancy relationship. Landlords must not take advantage of their dominant position

¹³ Salim and Chalis Suriyati, "Analysis of Business Operators' Liability for Defective Products from a Consumer Protection Perspective," *Journal of Legal Science* 1, no. 1 (2025): 1-7.

¹⁴ Manaon Damianus Sirait et al., "The Principle of Good Faith in Office Rental Agreements," *Journal of Legal Analogy* 2, no. 2 (2020): 221-27.

as asset owners, while tenants must not neglect their obligations as service users.¹⁵

In practice, tenants often find themselves in a weaker position than landlords. The Consumer Protection Law is an important instrument for strengthening tenants' legal position in rental relationships.

Although Indonesia does not yet have specific regulations that comprehensively govern boarding houses, legal protection for tenants still relies on the general provisions of the Civil Code and the Consumer Protection Law, both of which are general in nature.

The absence of specific regulations has led to varying interpretations of the law regarding boarding house rentals, depending on the agreement between the parties and the interpretation of law enforcement officials. This highlights the importance of strengthening more specific regulations related to boarding houses. In addition to formal legal aspects, the responsibilities of boarding house owners also have ethical and social dimensions. As places of residence, boarding houses have a social function directly related to the fulfilment of basic human needs, so their management must take into account the values of justice and humanity.¹⁶

Considering civil law and consumer protection aspects, the position of lodgers in Indonesia has, normatively speaking, a fairly strong basis for protection. Still, this protection must be balanced with legal awareness among all parties involved. The responsibilities and position of boarding house tenants in Indonesia can be understood as part of a legal system that prioritises balance, fairness, and legal certainty. Strengthening legal understanding and improving regulations are important steps towards achieving fairer and more sustainable boarding house rental relationships.

B. Practices of Renting Boarding Houses in Gampong Batoh, Banda Aceh

The practice of leasing in Indonesia has grown in line with the increasing demand for using goods and services without permanently

¹⁵ Rizky Rismawan, Joko Sri Widodo, and Achmad Fitrian, "Legal Protection for Business Tenants Against the Bankruptcy of Financing Companies by Bankruptcy Institutions," *Journal of Innovation Research and Knowledge* 4, no. 2 (2024): 1047-64.

¹⁶ Ridwan and Rusdiana, "Freedom to Choose Parties in Contracts Based on the Principle of Freedom of Contract in Residential Room Rental Agreements."

owning them. Leasing has become a practical solution, especially for meeting housing, transportation, and other movable needs. The practice of leasing in Indonesia can be classified into several types based on the leased object. First, the rental of immovable objects, such as houses, land, shop houses, and boarding houses. Second, the rental of movable objects, such as motor vehicles, electronic devices, or construction equipment. Third, the rental of services, which, although not always physical, still involves the use of services in exchange for payment. Boarding houses fall under the category of immovable object rentals, which most often give rise to disputes.¹⁷

The practice of leasing in Aceh province has shown significant growth, in line with rising demand for goods and services. Various types of leases, ranging from immovable property (such as houses and land) to movable property (such as vehicles), are common. In the context of leasing immovable objects, particularly boarding houses, complex legal issues often arise due to the nature of the transaction.¹⁸

This phenomenon is increasingly prominent in urban areas such as Banda Aceh, a centre of education and the economy. With high population mobility, boarding houses have become the primary choice for accommodation, leading to the emergence of large-scale rental relationships. Local customs often prioritise informal agreements and trust over comprehensive written agreements, especially at the village level, where many boarding houses are located.¹⁹

As a specific example, in Batoh District, precisely in Gampong Batoh, the practice of renting boarding houses is still dominated by verbal agreements. Based on interviews, tenants often receive only a brief explanation of the boarding house's price and rules, without a clear written agreement. Boarding house owners also tend to consider verbal agreements

¹⁷ Erika Meilani Harahap, "The Practice of Rice Field Leasing in Manunggang Julu Village from the Perspective of Sharia Economic Law", *Thesis* (UIN Syekh Ali Hasan Ahmad Addary, 2024). pp. 9-20.

¹⁸ Dedeck Kurniawan, Mhd.Bahlian, and Rini Fitriani, "A Legal Review of Verbal House Rental Agreements (A Study of Meurandeh Village, Langsa Lama District)," *Meukuta Alam* 2, no. 1 (2020): 109-18, <http://jim.unsam.ac.id/index.php/Meukutaalam>.

¹⁹ Mislinawati, Emilda Kadriyani, and Riza Husaini, "The Influence of Rental Prices, Facilities, and Location on the Demand for Rusunawa Keudah in Banda Aceh City," *Jurnal Economia* 2, no. 1 (2023): 1462-72, <https://ejournal.45mataram.ac.id/index.php/economina>.

more practical and based on trust. This situation creates a gap in legal understanding and an imbalance in bargaining power, which can be detrimental to tenants when disputes arise, as in the case of a tenant who was asked to move out because the boarding house was sold before the lease ended, even though they had paid in full.

Renting a boarding house has specific characteristics compared to other types of rentals. Boarding houses are generally rented for a specific period, such as monthly or yearly, and offer varying facilities, ranging from bedrooms and bathrooms to electricity, water, and security access. These characteristics require more detailed rights and obligations because boarding houses are used as daily residences. In practice, boarding house rental relationships are often straightforward. Many boarding house owners rely solely on verbal agreements rather than written contracts.²⁰

Based on an interview with a tenant in Gampong Batoh, Banda Aceh, the tenant stated that he was only given a brief explanation of the rental price and boarding house rules, without a clear written agreement. This situation leaves tenants without strong legal grounds in the event of a dispute.²¹ In contrast, a boarding house owner in the same area said that verbal agreements are more practical and rely on trust. According to him, written agreements are often considered cumbersome and unnecessary as long as the relationship between the owner and the tenant is going well. This view shows a gap in legal understanding between boarding house owners and tenants.²²

Issues surrounding boarding house rentals in Gampong Batoh arise in various forms, directly related to the implementation of the rights and obligations of the parties involved. Tenants have shared experiences of unclear lease terms, rent refunds that do not match the amount paid, and unilaterally imposed changes to boarding house rules by the owner. In response to these conditions, the boarding house owner stated that rental issues are understood as personal relationships based on trust, so that

²⁰ Nita Enggal Maynanda, "Legal Consequences of Renting Rooms in Banjarrejo Village, Batanghari District, East Lampung Regency", *Thesis* (IAIN Metro, 2019). pp. 32-45.

²¹ Interview with Fitri as a Tenant in Batoh Village in 2025.

²² Interview with the Owner of a Rental Room in Batoh Village in 2025

problem-solving is considered sufficient to be done verbally without involving written agreements or formal legal mechanisms.²³

Tenants are in a weaker position and tend to accept the landlord's decisions even if they are detrimental, due to limited housing options and a desire to avoid prolonged conflict. The village officials interviewed explained that the village is often asked to mediate when disputes arise between landlords and tenants. This role is limited to deliberation and social approaches, without the support of written rules or the authority to impose sanctions or binding decisions. As a result, the outcome of dispute resolution is highly dependent on the parties' willingness, and it is not uncommon for tenants to sacrifice their rights to maintain social relations and neighbourhood harmony.²⁴

The dynamics of boarding house rental relationships, and the rights and obligations of the parties, often do not run smoothly. Boarding house owners require tenants to pay rent on time, comply with boarding house rules, and maintain the facilities. Conversely, tenants demand that boarding house owners provide adequate facilities, maintain security, and refrain from unilaterally changing the agreement. Problems arise when one party fails to fulfil their obligations. Based on field data, a tenant in Gampong Batoh reported that the boarding house owner sold the building before the lease period ended. The tenant was asked to move out immediately, even though he had paid rent for a full year. This situation caused material and immaterial losses for the tenant.²⁵

From the tenants' point of view, this action was considered unfair because it contradicted the initial agreement. Tenants had to find new accommodation at short notice, incurring additional costs and experiencing psychological distress. Meanwhile, the boarding house owner argued that the sale of assets was his personal right and that there was no explicit prohibition in the verbal agreement. The village officials interviewed stated that disputes over boarding house rentals are one of the most common conflicts in the community. Most of these disputes are resolved through deliberation without involving law enforcement officials. This is due to the

²³ Interview results with a boarding house owner in Batoh Village in 2025.

²⁴ Interview results with Fahri (Secretary of Gampong Batoh), 2025.

²⁵ Interview results with Siti as a tenant in Gampong Batoh in 2025.

assumption that boarding house disputes are a private matter between the owner and the tenant.²⁶

Resolving disputes through deliberation reflects local wisdom but often does not yield optimal justice for the weaker party. In many cases, tenants choose to give in because they are worried about the difficulty of finding new accommodation or fear that their social relationships will be disrupted. The practice of renting boarding houses also shows a tendency for landlords to set rules unilaterally. For example, sudden changes in rental costs, restrictions on the use of facilities, or prohibitions on receiving guests without mutual agreement. These rules are often not set out in writing, giving rise to multiple interpretations.²⁷

This situation reflects the agreement's weak principle of balance. A rental agreement should reflect a free agreement between the parties, not coercion from the party in a dominant position. This imbalance is a major source of conflict in the practice of boarding house rentals. In the context of other types of leases, such as vehicle or heavy equipment leases, written agreements are almost always used and include clear clauses on duration, risks, and responsibilities. This indicates a higher standard of care than boarding house rentals, even though the economic value is often lower.²⁸

This difference in treatment shows that boarding house rentals are still considered informal relationships, even though they have a significant impact on tenants' lives. When their place of residence is disrupted, tenants' social and economic stability is also disrupted. Rent should be treated with adequate legal protection standards. The dynamics of rights and obligations in rent are also influenced by cultural and social factors. In Aceh, for example, the relationship between landlords and tenants is often framed in terms of family relations, but this relationship does not always guarantee that tenants' rights will be fulfilled when conflicts of interest arise.

²⁶ Interview Results with Fahri (Secretary of Gampong Batoh) , 2025.

²⁷ Riska Kurnia Ningsih and Hadi Tuasikal, "Challenges and Solutions in the Implementation of Mediation as an Alternative to Land Dispute Resolution," *Journal of Dual Legal Systems* 2, no. 1 (2025): 70-89, <https://doi.org/10.58824/jdls.v2i1.323>.

²⁸ Jonneri Bukit, Made Warka, and Krisnadi Nasution, "The Existence of the Principle of Balance in Consumer Contracts in Indonesia," *Journal of Law* 14, no. 8 (2019): 24-32.

Based on the above analysis, it is evident that the lack of supervision and specific regulations regarding boarding houses exacerbates the vulnerability of tenants. Without clear rules, boarding house owners have ample room to act in their own interests, while tenants are in a defensive position. Thus, the practice of boarding house rental relationships in Indonesia, particularly in Gampong Batoh Banda Aceh, reveals complex dynamics between the rights and obligations of the parties involved. Imbalances in bargaining power, weak written agreements, and low legal awareness are the main factors contributing to disputes, necessitating a more assertive and equitable legal approach.

C. Analysis of Landlords' Responsibilities and Tenants' Rights as based on Law Number 8 of 1999

Law No. 8 of 1999 concerning Consumer Protection (UUPK) serves as a legal instrument to provide protection to consumers who are structurally in a weak position in their legal relationship with business actors. Tenants can be classified as consumers, while landlords are positioned as business actors who provide accommodation services for profit. Article 1(2) of the UUPK defines consumers as any person who uses goods and/or services available in society for their own interests. The provision of boarding house rooms and facilities clearly falls within the category of services as referred to in this provision.²⁹

The rights of boarding house tenants as consumers are explicitly regulated in Article 4 of the UUPK. One of the main rights is the right to comfort, security and safety in using the service. In boarding house rental practices, this right includes the guarantee that tenants can occupy the boarding house room safely and comfortably for the agreed rental period. When the boarding house owner unilaterally terminates the agreement before the rental period ends, this action directly violates the consumer's right to comfort and legal certainty. Tenants lose the right to enjoy the services they have paid for in full, resulting in real material and immaterial losses.³⁰

²⁹ Law No. 8 of 1999 concerning Consumer Protection.

³⁰ Windy Dwi Putri et al., "The Impact of Poverty on Education in the Bangka Belitung Islands Province," *RIGGS: Journal of Artificial Intelligence and Digital Business* 4, no. 2 (2025): 2471-75.

Article 4 letter c of the UUPK also gives consumers the right to obtain accurate, clear, and honest information about the conditions and guarantees of services. In the practice of renting a boarding house, the owner is obliged to provide information regarding the ownership status, lease term, and potential risks that may affect the continuity of the tenancy. Dishonesty or negligence on the part of the boarding house owner in conveying information, for example regarding plans to sell the boarding house in the middle of the lease period, constitutes a violation of consumer rights. Incomplete or concealed information causes tenants to make rental decisions based on unbalanced conditions.³¹

From the perspective of business operators' obligations, Article 7 of the UUPK stipulates that business operators must act in good faith in conducting their business activities. This principle of good faith should be the main foundation for boarding house owners in conducting rental relationships, including not taking actions that are detrimental to tenants unilaterally. Terminating a boarding house rental agreement before the rental period ends without the tenant's consent demonstrates a lack of good faith on the part of the boarding house owner. Such actions are contrary to the spirit of the UUPK, which calls for balance and fairness in the relationship between business operators and consumers.³²

Article 8 of the UUPK also prohibits business operators from trading services that do not comply with the promises or statements made in the agreement. In the context of boarding house rentals, the boarding house owner's promise to provide a room for a certain period of time is part of the substance of the agreement. If the services provided do not comply with the agreement, for example, the tenant cannot occupy the boarding house until the end of the lease period. The boarding house owner has committed an act that is contrary to the provisions of Article 8 of the UUPK. This violation can be the basis for legal claims from the tenant.

The liability of business operators is further regulated in Article 19 of the UUPK, which states that business operators are responsible for compensating consumers for any losses incurred. Such compensation may

³¹ Marina Yetrin et al., "Consumer Protection in Online Product Purchases: An Analysis of the Perspective of Consumer Protection Law in Indonesia," *Jurnal Kewarganegaraan* 7, no. 1 (2023): 441-50.

³² Martika Melisa Awon, "Business Liability to Consumers Who Have Suffered Losses," *Lex Privatum* 6, no. 5 (2018): 34-41.

take the form of a refund, replacement of services, or other equivalent compensation. In the practice of boarding house rentals, the incomplete or delayed refund of rent, as occurred in the case in Gampong Batoh, demonstrates the weak implementation of business operators' responsibilities.³³

Delays or unilateral deductions from rental refunds not only violate the UUPK, but also undermine the principle of fairness in the agreement. Tenants are disadvantaged because they have fulfilled their obligation to pay rent, while their rights are not fulfilled proportionally. The UUPK provides consumers with the opportunity to seek dispute resolution through legal and non-legal channels.

Article 45 of the UUPK stipulates that consumers who have suffered losses can sue business operators through consumer dispute resolution institutions or the general court system. However, in practice, boarding house tenants rarely utilise this mechanism. Limited access to information, as well as the perception that the value of the loss is not commensurate with the legal process, are the main factors that make tenants reluctant to claim their rights. This situation shows that consumer protection in the boarding house sector is still normative and not yet fully effective. The existence of the Consumer Protection Law () has not been accompanied by optimal implementation, especially in the context of informal rental relationships.

The UUPK's analysis of boarding house rentals reveals a lack of more specific technical regulations. This law is general in nature and does not specifically regulate the characteristics of boarding house rentals as places of residence, which often leads to differences in interpretation in its application. Nevertheless, the UUPK still provides a strong legal basis for boarding house tenants to hold boarding house owners accountable. By placing tenants as consumers, this law seeks to create a balance between the economic interests of business actors and the protection of consumer rights.³⁴

³³ Edy Purwito, "The Concept of Consumer Legal Protection and Business Operator Legal Responsibility for Expired Granulated Sugar Products in the City of Surabaya," *DEKRIT (Master of Law Journal)* 13, no. 1 (2023): 1-12.

³⁴ M Irfan and Ika Kartika, "Legal Protection in Verbal Boarding House Rental Agreements and Payment Notes (Case Study of Djosari Boarding House)," *Multidisciplinary Education Research Journal* 2, no. 7 (2025): 461-73.

In Aceh, the implementation of the UUPK should also align with the values of justice and welfare within society. Consumer protection should not only be understood as a legal obligation, but also as a moral responsibility of landlords towards tenants. Thus, an analysis of Law No. 8 of 1999 shows that, normatively, the responsibility of boarding house owners towards tenants as consumers has been regulated quite clearly. The main challenges lie in weak implementation, low legal awareness, and the absence of specific regulations governing boarding houses, thus requiring the strengthening of the role of the state and society in enforcing legal protection for boarding house tenants.

1. Islamic Law

The relationship between lessor and lessee is known as an *ijarah* contract, which is a contract for the transfer of rights or benefits over an item or service in exchange for a certain consideration within an agreed period of time. Ijarah is a *mu'amalah* contract that is permitted in Islam as confirmed in the Qur'an, hadith, and *ijma' ulama*. This contract forms the normative basis for the practice of renting boarding houses within the framework of Islamic law.³⁵

The validity of an *ijarah* contract requires the fulfilment of certain conditions and requirements, namely the existence of the parties (*mu'jir* and *musta'jir*), the object of the contract in the form of halal and clear benefits, the existence of compensation (*ujrah*), and the existence of *sighat ijab* and *qabul*. In the context of boarding house rentals, the boarding house owner acts as *the mu'jir* who provides the benefit of the boarding house room, while the tenant acts as *the musta'jir* who receives this benefit by paying rent. If these conditions and pillars are fulfilled, then the *ijarah* contract becomes valid and binding according to Islamic law.³⁶

One of the main principles in an *ijarah* contract is clarity regarding the benefits and duration. The benefits of the lease must be fully enjoyed

³⁵ Lanang Sakti and Nadhira Wahyu Adityarani, "A Legal Review of the Application of Ijarah Contracts and Innovations from Ijarah Contracts in the Development of the Sharia Economy in Indonesia," *Jurnal Fundamental Justice* 1, no. 2 (2020): 39–50, <https://doi.org/10.30812/fundamental.v1i2.900>.

³⁶ Neni Hardiati, Fitriani, and Tia Kusmawati, "Ijarah Contracts from the Perspective of Fuqaha and Their Relevance to Economic Development," *Socius: Journal of Social Science Research* 1, no. 9 (2024): 187–96.

throughout the duration of the contract. Unilateral termination of a boarding house lease by the owner before the lease period ends, without a valid reason and without the consent of the tenant, is contrary to the basic principles of an *ijarah* contract. Such an action can be categorised as a breach of contract (*ta'addī*), which results in legal liability for the owner of the boarding house.

Islamic law strongly emphasises the principles of *al-'adālah* (justice) and *al-musāwah* (balance) in *mu'āmalah* relationships. Landlords are not permitted to take advantage of their dominant position to harm tenants. Islam requires good faith (*husn al-niyyah*) in every contract. This principle is in line with the principle of good faith in civil law and the UUPK. Landlords are obliged to carry out contracts in accordance with the initial agreement and not to conceal important facts that could harm tenants. Dishonesty in conveying information, such as plans to sell the boarding house in the middle of the lease period, falls under the category of *gharar*.³⁷

Islamic law guarantees the *tenant's* right to obtain full benefits during the term of the contract. The tenant has the right to occupy the boarding house room safely and comfortably in accordance with the agreement. If these benefits are disrupted due to the actions of the boarding house owner, the tenant has the right to demand the fulfilment of their rights or request the termination of the contract accompanied by a refund of the rent that has not yet become the right of the boarding house owner.

Sharia recognises the principle of *al-dharar yuzāl*, which states that all forms of loss must be eliminated. This principle forms the basis of the landlord's responsibility if their actions cause loss to the tenant. In the case of eviction before the lease period ends, the landlord is obliged to eliminate such losses, including by refunding the remaining rent in full and providing appropriate compensation.

Accountability in Islamic law is not only legal, but also moral and spiritual. Landlords are not only responsible to tenants, but also to Allah SWT for the trust they have been given. The concept of trust is a fundamental value in the management of property and business. A boarding house, as a place of residence, carries a great trust because it

³⁷ Claudya Vanessa, Nyoman Tania, and Agnes Tio, "The Application of Al-'Adalah Values in Islamic Good Governance in Responding to the Challenges of Justice in Modern Government," *Multidisciplinary Academic Journal* Vol. 2, 2, no. 6 (2025): 389-401.

relates to basic human needs. In terms of dispute resolution, Islamic law encourages resolution through *ishlāh* (peace) that is based on justice.³⁸

Consultation is the primary mechanism as long as it does not eliminate the rights of the aggrieved party. However, if consultation does not result in justice, then the tenant has the right to claim their rights through the available legal mechanisms. This principle shows that peace in Islam is not merely about avoiding conflict, but must guarantee the fulfilment of rights proportionally.

From the perspective of *maqāṣid al-syari‘ah*, the protection of tenants can be linked to the preservation of property (*hifz al-māl*) and the preservation of life (*hifz al-nafs*). Safe and decent housing is part of the protection of life, while the fair return of rent is a form of protection of property. Any policy or action that undermines these two objectives is contrary to the values of Sharia.³⁹

Islamic legal analysis in this case shows that the landlord's responsibility towards the tenant has a strong basis in the *ijarah* contract, the principle of justice, the prohibition of oppression, as well as the concepts of amanah and *maqāṣid al-syari‘ah*. Unilateral termination of the lease and unfair refunds not only violate positive law, but also contradict the basic values of Islamic law. Therefore, the integration of consumer protection law and Islamic legal principles is important to realise fair, ethical and substantively just boarding house rental practices.

CONCLUSION

Based on the results of the analysis, it can be concluded that boarding house tenants can legally be positioned as consumers who have the right to comfort, security and legal certainty in the rental relationship. The practice of boarding house rental in Gampong Batoh, Banda Aceh, shows that the implementation of the rights and obligations of the parties is not yet

³⁸ Riska Amalia, Lince Bulutoding, and Sumarlin, "Integration of the Concept of Amanah in Shariah Enterprise Theory: A Comprehensive Literature Review," *Journal of Islamic Economics Pelita Bangsa* 9, no. 2 (2024): 140–48, <https://doi.org/10.37366/jesp.v9i01.1151>.

³⁹ Rendi Yudha Bhaskara and M. Roy Purwanto, "Protection of Muslim Consumers: Halal Product Guarantees from the Perspective of Maqasid Syari‘ah Jasser Auda," *Cakrawala: Journal of Islamic Studies* 18, no. 2 (2023): 103–12, <https://doi.org/10.31603/cakrawala.9691>.

balanced. This is reflected in the dominant use of verbal agreements, the imbalance in bargaining power between boarding house owners and tenants, and the low level of legal awareness, which ultimately places tenants in a vulnerable position when disputes arise. Law No. 8 of 1999 concerning Consumer Protection has normatively provided a legal basis for the accountability of boarding house owners as business actors, including the obligation to act in good faith and provide compensation for losses suffered by tenants. In line with this, from an Islamic law perspective, the *ijarah* contract emphasises the principles of clarity, fairness, trustworthiness, and the prohibition of actions that cause harm to either party. However, field findings show that the application of these positive legal provisions and Islamic legal principles has not been optimally implemented in the practice of boarding house rentals. There is a need to strengthen more specific regulations on boarding house management, increase public legal awareness, and integrate the values of justice into positive law and Islamic law in order to realise a fair and balanced boarding house rental relationship that provides legal certainty for all parties.

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