

THE VALIDITY OF BOARDING HOUSE RENTAL AGREEMENTS FROM CIVIL LAW PERSPECTIVES

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Abstract

Tenants of boarding houses generally make rental agreements informally; in fact, the situation tends to be weak, so legal protection is needed. The purpose of the research is to determine the validity of the room rental agreement and to understand the legal protection for tenants of boarding houses. The research method used in this study is normative juridical. The results of the study indicate that the validity of the room rental agreement is valid and binding on the parties if the agreement meets the requirements for a valid contract based on Article 1320 of the Civil Code, even if it is in an unwritten form. Legal protection for tenants of boarding houses includes preventive legal protection, paying the rental price and returning the room in good condition. Repressive legal protection applies if there is loss or damage in the boarding room caused by the negligence of the tenant.

Keywords: Agreement; Boarding room; Legal protection; Renting.

Abstrak

Penyewa kos umumnya melakukan perjanjian sewa menyewa secara tidak tertulis, faktanya cenderung lemah maka diperlukan perlindungan hukum. Tujuan penelitian untuk mengetahui keabsahan perjanjian sewa menyewa kamar kos dan untuk mengetahui perlindungan hukum bagi penyewa kamar kos. Metode penelitian dalam penelitian ini yuridis normatif. Hasil penelitian yaitu keabsahan perjanjian sewa menyewa kamar kos sah dan mengikat para pihak apabila perjanjian tersebut memenuhi syarat sahnya perjanjian berdasarkan Pasal 1320 KUHPerdata meskipun dalam bentuk tidak tertulis. Perlindungan hukum bagi penyewa kamar kos yaitu perlindungan hukum preventif, membayar harga sewa dan mengembalikan kamar kos dalam keadaan baik. Perlindungan hukum represif, jika terjadi kehilangan atau kerusakan dalam kamar kos yang disebabkan oleh kelalaian dari penyewa kos.

Kata Kunci: Kamar kos; Perjanjian; Perlindungan hukum; Sewa menyewa.

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INTRODUCTION

As time has progressed, houses have become more than just residential spaces for their occupants, they have also become business ventures. By creating houses with a large number of rooms or spaces intended to be rented out to others, boarding houses have become a highly sought-after need, particularly among newcomers, whether they are pursuing education in a new area or seeking to try their luck.

The interactions between various individuals often result in a range of agreements, such as buying and selling, exchanging, borrowing and lending, as well as renting.¹ Seeing the need for boarding houses and also the possibility of meeting between several people, it is also possible that an agreement will occur or be created, such as a lease agreement for a boarding house or boarding house. This rental agreement certainly helps the parties in the agreement, both the owner of the boarding house and those who rent the boarding house will both benefit from each other. A boarding house owner will directly benefit in the form of money from the agreed rental price with the boarding house tenant, on the other hand as a boarding house tenant will enjoy the facilities available at the boarding house.

Boarding tenants tend to look for a place to live that is safe, comfortable, quiet, peaceful and does not make it difficult for them when they live in that place. Lease is an agreement, where the leasing party binds itself to give the tenant the enjoyment of an object during the agreed time by paying a certain rent (Article 1548 of the Civil Code).²

In general, the rental agreement for this boarding room is carried out in writing.³ An unwritten agreement is an agreement made by the parties simply by speaking or agreement of the parties.⁴ It is quite risky if an unwritten agreement is used in an agreement that is vulnerable to losses for the parties in the event of default, such as a lease agreement.⁵ Because the unwritten agreement does not use a written deed so that it cannot guarantee or deny or admit that between the two have made an agreement.

Based on the description of the background of the problem above, the formulation of the problem to be answered in this study is how the validity of the boarding house rental agreement and how the legal protection of the boarding room tenants.

¹ Salim HS, *Hukum Kontrak: Teori dan Teknik Penyusunan Kontrak* (Jakarta: Sinar Grafika, 2021), p. 59.

² Agus Yudha Hernoko, *Hukum Perjanjian* (Jakarta: Prenada Media, 2019), p. 19.

³ Dewa Ayu Putu Utari Praba, Ni Ketut Sari Adnyani, and Ketut Sudiarmaka, "Perjanjian Sewa-Menyewa Rumah Kos (Indekos) Bagi Para Pihak Terkait Perjanjian Lisan di Kota Singaraja," *Ganesha Law Review* Vol. 2, No. 2 (2021): p. 141.

⁴ Nursyamsi Ichsan and Muh. Ramli, *Hukum Perjanjian dan Bisnis* (Pasaman Barat: Azka Pustaka, 2022), p. 72.

⁵ Lenny Mutiara Ambarita et al., "Aspek Hukum Perdata Tentang Sahnya Perjanjian Sewa Menyewa Kamar Kost Yang Dilakukan Secara Lisan dan Nota Bon Pembayaran," *Jurnal Moralita* Vol. 3, No. 1 (2022): p. 39.

METHOD

The type of research used in this research is normative juridical, which means that it is legal research conducted by examining library materials.⁶ This normative research is research on legal systematics, namely research whose main objective is to identify the notions or basis in law.⁷ This type of research is used because researchers want to examine everything related to legal protection of customers in internet banking service transactions and legal efforts that will be made to resolve disputes between banks and customers in internet banking services.

The legal materials used in this research are obtained through legal material searches or literature studies on primary legal materials which include the Civil Code and Law Number 8 of 1999 concerning Consumer Protection and secondary legal materials that provide explanations of primary legal materials consisting of literature and journals, as well as tertiary legal materials as legal materials that provide additional explanations or support data that already exist in primary legal materials and secondary legal materials. The tertiary legal material used is internet searches.

RESULT AND DISCUSSION

1. *The Validity of Boarding Room Rental Agreements in the Perspective of Civil Law*

According to the Civil Code, one of the conditions of an agreement is a lawful cause.⁸ A lawful cause is a condition of validity, no longer a condition for the existence of an agreement.⁹ Because an agreement without a lawful cause will later be null and void.¹⁰ It can be said that this is an essential element of the agreement. So it should be noted that only the contents of the agreement must be certain (can be determined), but the contents must also be halal (not prohibited).¹¹

The object of the agreement is the achievement that is the subject of the agreement in question.¹² It is a specific behavior, which can be giving something, doing or not doing something.¹³ While the object of the agreement in this lease agreement is the rental of boarding rooms. The lease of goods is included in a halal cause because it is not contrary to law and decency.¹⁴ In this case, the renting party must give something, namely handing over the boarding house keys and the tenant must do something, namely paying rent.

In terms of the contents of the agreement, according to the Civil Code, everyone has the right to make the contents of the agreement, this is in accordance with the principle of freedom of contract which is one of the principles in the law of this agreement derived from the provisions of article 1338 of the Civil Code which states that all contracts (agreements) made legally apply as laws for those who

⁶ Jonaedi Efendi and Johnny Ibrahim, *Metode Penelitian Hukum: Normatif dan Empiris* (Depok: Prenada Media, 2018), p. 129.

⁷ Bambang Sunggono, *Metodologi Penelitian Hukum* (Jakarta: Raja Grafindo Persada, 2016), p. 93.

⁸ Salim H.S., *Pengantar Hukum Perdata Tertulis (BW)* (Jakarta: Sinar Grafika, 2019), p. 170.

⁹ P.N.H. Simanjuntak, *Hukum Perdata Indonesia* (Jakarta: Kencana, 2017), p. 317.

¹⁰ Nanda Amalia, *Hukum Perikatan* (Nanggroe Aceh Darussalam: Unimal Press, 2017), p. 23.

¹¹ J. Satrio, *Hukum Perjanjian* (Bandung: Citra Aditya Bakti, 2014), p. 305.

¹² Muhamad Sadi Is, Lia Hartika, and Windi Arista, *Hukum Perdata* (Bali: Intelektual Manifes Media, 2024), p. 81.

¹³ I Ketut Oka Setiawan, *Hukum Perikatan* (Jakarta: Bumi Aksara, 2021), p. 16.

¹⁴ Junaidi et al., *Pengantar Hukum Perdata Indonesia* (Jambi: Sonpedia Publishing Indonesia, 2023), p. 94.

make them.¹⁵ In this principle, it can be concluded that anyone can make an agreement as long as it does not violate public order or decency. The freedom in the agreement is:¹⁶

- a. Freedom to determine whether or not to conclude an agreement.
- b. Freedom to choose with which party to conclude an agreement.
- c. Freedom to determine the contents of the agreement.
- d. Freedom to determine the form of the agreement.
- e. Freedom to determine the manner of closing the agreement.

In making an agreement we are not required to make the agreement in a certain form in order to be considered valid. Everyone is certainly given the freedom to make an agreement, be it oral or written.¹⁷ An agreement that is considered a valid agreement is binding and applies as law to those in the agreement.¹⁸ As explained in the formulation of Article 1338 of the Civil Code explaining that, all agreements made legally, apply as a law for those who make them.¹⁹

In addition to Article 1338 of the Civil Code, a person's freedom to make an agreement is also emphasized by the existence of the Freedom of Contract Principle which explains that this principle gives the parties the freedom to make agreements.²⁰ Freedom which means freedom to determine what form and content are in the agreement made. The Civil Code does not expressly determine the form of the lease agreement made by the parties.²¹ Therefore, the one who determines the substance of the agreement is the party who rents the boarding room. So that the tenants are on the weak side. Because the agreement made by the renting party is only approved.

An agreement, be it in writing or orally, can be said to be valid if the agreement can fulfill the provisions of the legal requirements of an agreement.²² Article 1320 of the Civil Code explains the legal requirements of an agreement, namely:

- a. The agreement of those who bind themselves

An agreement can be said to be valid or fulfill the legal requirements of an agreement if an agreement occurs, which this agreement will play an important role in knowing how the process of the birth of an agreement can occur.²³ In order for an agreement to be valid, the parties involved in the agreement must agree to everything contained in the agreement.

¹⁵ Marilang, *Hukum Perikatan: Perikatan Yang Lahir Dari Perjanjian* (Makassar: Indonesia Prime, 2017), p. 271.

¹⁶ Munir Fuadi, *Hukum Bisnis Dalam Teori dan Praktek Buku Ketiga* (Bandung: Citra Aditya Bakti, 2017), p. 190.

¹⁷ Niru Anita Sinaga, "Implementasi Hak dan Kewajiban Para Pihak Dalam Hukum Perjanjian," *Jurnal Ilmiah Hukum Dirgantara* Vol. 10, No. 1 (2019): p. 3.

¹⁸ Niru Anita Sinaga and Nurlely Darwis, "Wanprestasi dan Akibatnya Dalam Pelaksanaan Perjanjian," *Jurnal Mitra Manajemen* Vol. 7, No. 2 (2020): p. 46.

¹⁹ Regina Veronika Wauran, "Kepastian Hukum Perjanjian Secara Lisan Menurut KUHPerdota Pasal 1338," *Lex Privatum* Vol. 8, No. 4 (2020): p. 89.

²⁰ Salle, *Hukum Kontrak: Teori dan Praktik* (Makassar: Social Politic Genius (SIGn), 2019), p. 5.

²¹ Mahalia Nola Pohan and Sri Hidayani, "Aspek Hukum Terhadap Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Hukum Perdata," *Jurnal Perspektif Hukum* Vol. 1, No. 1 (2020): p. 49.

²² Patricia Caroline Tiodor, Murendah Tjahyani, and Asmaniar, "Pembuktian Wanprestasi Perjanjian Utang Piutang Secara Lisan," *Krisna Law: Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana* Vol. 5, No. 1 (2023): p. 36.

²³ Joni Emirzon and Muhamad Sadi Is, *Hukum Kontrak: Teori dan Praktik* (Jakarta: Kencana, 2021), p. 114.

The word agreement is an agreement or a free accord of will between the parties to the agreement.²⁴ A person is said to give consent or agreement if he really wants what will be agreed upon. As has been emphasized in Article 1321 of the Civil Code “that no agreement has any force in the event that it is given by mistake or obtained by force or fraud”. The agreement that occurs between the parties must get a match for the offer and acceptance. Therefore, the theory that supports the occurrence of an agreement in the agreement, namely:

1) Statement Theory (*Verklarungstheorie*)

This statement theory focuses on what a person states. That an agreement will occur if we can rely on a person's statement which if the offer is accepted then there is an agreement and can bind the parties.²⁵

2) Volitional Theory (*Wilstheorie*)

This theory holds that there is a will factor, which if we make a statement that is different from what we want then by itself we will not be bound by that will. So the agreement that should exist in an agreement cannot work.²⁶

3) Belief Theory (*Vertrouwenstheorie*)

This theory is present to be able to overcome the weaknesses of the theory of statements and the theory of will, where an agreement can occur if there is a statement that is objectively reliable by the parties.²⁷

An agreement is born when the parties to the lease express a willingness to accept the offer. The bidder will rely on the recipient's statement that the offer has been accepted, so the agreement is automatically binding on both parties to the agreement.

The theory of trust is also present to strengthen the theory of statements, where not all statements give birth to agreements. However, a statement will give birth to an agreement if the statement can create trust that what has been stated is really agreed by the parties. Because this happens directly, where the parties meet and face each other or are in contact with each other using cellphones, the time or time of the agreement or agreement between the parties is certainly clear because the time of acceptance of the offer is immediately known by the offering party.

The meaning of the word agreement in Article 1320 of the Civil Code is a very important requirement in the validity of an agreement.²⁸ An agreement is characterized by an offer and acceptance by way of:

- a) Written.
- b) Oral.
- c) Silently.
- d) Certain symbols.

²⁴ Rio Christiawan and Retno Wulandari, *Hukum Kontrak Bisnis* (Jakarta: Sinar Grafika, 2023), p. 2.

²⁵ Komariah, *Hukum Perdata* (Malang: Universitas Muhammadiyah Malang, 2017), p. 166.

²⁶ Samuel M.P. Hutabarat, *Penawaran dan Penerimaan Dalam Hukum Perjanjian* (Jakarta: Gramedia, 2015), p. 36.

²⁷ Hendra Arjuna, Atika Thahira, and Saskia Nabila, *Pengantar Sistem Hukum Indonesia* (Surabaya: Jakad Media Publishing, 2022), p. 72.

²⁸ Bella Thalia Akay, “Sahnya Suatu Perjanjian Yang Diatur Dalam Pasal 1320 dan Pasal 1338 Kitab Undang-Undang Hukum Perdata,” *Lex Privatum* Vol. 7, No. 3 (2019): p. 63.

Given that the agreement must be given freely or voluntarily, the Civil Code explains 3 (three) reasons an agreement is considered invalid, namely:²⁹

- (1) Contains a compulsion. Coercion in the form of spiritual coercion, not physical coercion, such as being threatened and feared that the secret will be revealed.
- (2) Contains oversight.
- (3) Contains fraud.

According to Article 1328 of the Civil Code, “Fraud is a reason for the cancellation of an agreement. If the deception used by one of the parties is such that it is clear and obvious that the other party would not have made the agreement if the deception had not been made.”³⁰

b. Capacity to make an agreement

Capacity is a general requirement to perform legal acts legally, namely that you must be an adult, of sound mind and not prohibited by a statutory regulation to perform a certain action.³¹ In Article 1330 of the Civil Code, “incapable of making an agreement is:³²

- 1) People who are not adults;
- 2) Those who have been placed under guardianship;
- 3) Women, in cases to which the law applies, and in general all persons to whom the law has prohibited making certain agreements.”

c. A Certain Thing

A certain thing can generally be said to be something contained in the agreement which can be determined or determined by its type.³³ Usually it can be in the form of rights, services, or goods that either already exist or do not exist, but can still be determined. The above statement is supported by Article 1332 of the Civil Code which states that “only goods that can be traded can be the subject of an agreement.” Generally, goods that are traded for the public interest are considered as goods outside of trade, so they cannot be the object of an agreement. Article 1333 of the Civil Code states that “an agreement must have as its subject matter an item of at least specified type.”³⁴ Meanwhile, the amount does not need to be determined, provided that in the future it can be determined or calculated. Previously, Article 1334 paragraph (1) of the Civil Code stipulated that goods that will only be available in the future can also be the object of an agreement.

²⁹ Muhammad Teguh Pangestu, *Pokok-Pokok Hukum Kontrak* (Makassar: Social Politic Genius (SIGn), 2019), p. 113.

³⁰ Randi Aritama, “Penipuan Dalam Hukum Pidana dan Hukum Perdata,” *Sentri: Jurnal Riset Ilmiah* Vol. 1, No. 3 (2022): p. 728.

³¹ Hasim Purba, *Hukum Perikatan Dan Perjanjian* (Jakarta: Sinar Grafika, 2022), p. 100.

³² Mahlil Adriaman, Jingga Tilatul Hikmah, and Thasya Audina, *Pengantar Hukum Perdata Indonesia* (Padang: Gita Lentera, 2024), p. 35.

³³ Roulinta Y Sinaga, Kartika Dewi Irianto, and Nugrah Gables Manery, *Hukum Perikatan* (Agama: Yayasan Tri Edukasi Ilmiah, 2024), p. 54.

³⁴ Supeno, *Dasar-Dasar Hukum Perikatan: Hukum Perjanjian Pada Umumnya, Perjanjian Dalam Perspektif Hukum Internasional, dan Perjanjian Dalam Perspektif Hukum Islam* (Jambi: Salim Media Indonesia, 2023), p. 34.

d. A legitimate cause

A legitimate cause is the fourth requirement for the validity of an agreement.³⁵ In making an agreement what will be the content and purpose of the agreement must not conflict with the applicable law so that the agreement can be declared valid. As referred to in Article 1337 of the Civil Code which explains, “a cause is prohibited, if prohibited by law, or if it is contrary to good morals or public order”.

Of the 4 (four) conditions above, it is known that conditions 1 (one) and 2 (two) are subjective conditions which if one of the two cannot be fulfilled or contains defects such as coercion, mistake, fraud and abuse of circumstances, the agreement can be canceled, but if in the agreement there are parties who do not object to the defect, the agreement can still be carried out.³⁶

The objective conditions are conditions 3 (three) and 4 (four) of the validity of the agreement. Where if one of these two things is not fulfilled, the agreement is null and void. An agreement that is deemed never to have occurred means that it will not give rise to a requirement to fulfill obligations and rights by the parties.³⁷

When the agreement is declared valid, it is obligatory for the parties to the agreement to carry out the performance or what is the content of the agreement. This is also supported in Article 1234 of the Civil Code which explains that “every obligation to give something, do something and not do something.” From Article 1234 of the Civil Code, it can be seen that if in the course of the agreement in the future if one of the parties involved does not fulfill the promised performance, then that party has committed a default.³⁸

2. *Legal Protection for Boarding House Tenants*

In a boarding house rental agreement, the tenant of the boarding room is obliged to act as a good host to the place of the boarding house he rented. This means that the tenant must be obliged to maintain, maintain and care for the boarding house he rented properly, so that it can be returned to the condition in which the tenant first rented the boarding room.

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The tenant of the boarding room as a person who pays rent to get services with the aim of meeting the needs of course also has guarantees and certainty as a form of fulfillment of the rights owned the rights of the tenant of the boarding room, among others, namely:

- a. Receive the agreed house/boarding room from the landlord who will rent it out;

³⁵ Deny Fernatha, “Perikatan Yang Dilahirkan Dari Sebuah Perjanjian Berdasarkan Pasal 1332 KUHPerdata Tentang Barang Dapat Menjadi Objek Perjanjian,” *Journal of Law: Jurnal Ilmu Hukum* Vol. 7, No. 2 (2021): p. 10.

³⁶ Dewi Oktoviana Ustien and Umar Marhum, “Perspektif Hukum Terhadap Suatu Perjanjian,” *Lakidende Law Review* Vol. 1, No. 2 (2022): p. 87.

³⁷ Maria Fransiska Owa da Santo, Liani Sari, and Anita Kamilah, *Pengantar Hukum Perdata : Teori & Referensi Komprehensif Dasar-Dasar Hukum Perdata di Indonesia* (Jambi: Sonpedia Publishing Indonesia, 2024), p. 71.

³⁸ Dian Dewi Khasanah, Anik Ifitah, and Kasiani, *Hukum Perdata* (Banten: Sada Kurnia Pustaka, 2023), p. 138.

- b. Use the house/boarding room in a habitable condition for tenants.

In addition, there are also obligations on the part of the tenant, including:

- 1) Use the boarding room as a good host in accordance with the purpose of the tenant renting the boarding room. Where the tenant must maintain the boarding room as it should be as if the place is his property so that it can be returned to the initial condition in which the place was rented out.
- 2) The tenant is obliged to pay the rent in accordance with the agreed terms.

The means of legal protection is as follows:

a. Preventative Legal Protection

This legal protection is provided by the government with the aim of preventing violations before they occur.³⁹ This is contained in the legislation to prevent a violation and provide signs or limits in performing an obligation. Therefore, the implementation of a boarding room rental agreement, a means of preventive legal protection can prevent a violation, namely:

- 1) For Tenants
 - a) (Article 1560 of the Civil Code) The tenant must fulfill 2 (two) main obligations:
 1. To make good use of the thing hired, according to the purpose for which it was hired according to the contract of hire, or in the absence of such a contract, according to the purpose which is to be expected from the circumstances.
 2. To pay the rent at the stated times.
 - b) The lessee is expected not to re-rent to another person or third party.
 - c) The tenant is expected to return the boarding room in good condition. In the sense that when receiving the boarding room in good condition, returning it is also in good condition and form.
- 2) For the Owner of a Boarding House
 - a) The owner is expected to hand over the leased goods. In this case, the owner of the boarding room can hand over the key as a form of handing over the boarding room to the tenant.
 - b) The owner is expected to maintain the leased item, so that it can be used for the intended purpose.
 - c) The owner can provide the tenant with peaceful enjoyment of the leased goods during the lease (based on Article 1550 of the Civil Code).

The provisions of the law regarding the protection of consumers and business actors, where consumers are boarding room tenants and those who do business are boarding house owners. With the provisions of Law Number 8 of 1999 concerning Consumer Protection in order to make business actors or consumers have a sense of responsibility for agreements or agreements that have occurred in order to prevent defaults that can harm consumers.

³⁹ Philipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat di Indonesia* (Surabaya: Bina Ilmu, 2009), p. 113.

b. Repressive Legal Protection

Repressive legal protection is the final protection in the form of sanctions such as fines, imprisonment, and additional penalties given if a dispute has occurred or a violation has been committed.⁴⁰ Based on this understanding, the means of repressive legal protection for boarding room owners and tenants, namely:

- 1) For Tenants
 - a) In the event of loss and/or damage in the boarding room caused by the negligence of the tenant, the tenant is required to take full responsibility for what he/she has done.
 - b) If the tenant of the boarding house consciously neglects his obligation to make rental payments according to the period given by the owner, then the tenant can be sanctioned in the form of a fine.
 - c) If the rental time expires and the tenant returns the boarding room in a chaotic and bad condition as at the beginning of the tenant renting the room, the owner has the right to impose sanctions in the form of fines or request payment of compensation to the tenant of the boarding room.
- 2) For the Owner of a Boarding House
 - a) If the owner of the boarding room fails or is unable to guarantee the security, comfort, and safety that results in the tenant experiencing a burglary or break-in in the boarding room, the tenant can request an accountability effort in the form of compensation and also request the cancellation of the rental agreement for the boarding room.
 - b) If the owner of the boarding house is proven to have committed negligence that results in damage, pollution, and loss to the tenant, the owner of the boarding house can be held liable in the form of a refund or replacement of the goods.

There are also legal provisions that regulate sanctions if there is a violation during the agreement between the parties:

- a. Based on the Consumer Protection Law, Chapter XIII Article 60 on Administrative Sanctions;
 - 1) Administrative Sanctions which state that the consumer dispute resolution body is authorized to impose administrative sanctions on business actors who have violated the provisions of Article 19 paragraph (2) and paragraph (3), as well as Article 20, Article 25 and Article 26.
 - 2) Administrative sanctions in the form of determination of compensation at a maximum of Rp. 200,000,000.00 (two hundred million rupiah).
 - 3) The procedure for determining administrative sanctions as referred to in paragraph (1) shall be further regulated in laws and regulations.
- b. Based on the Consumer Protection Law, Chapter XIII Article 61 and Article 62 on Criminal Sanctions;
 - 1) Criminal prosecution can be carried out against business actors and/or their management.
 - 2) Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18 shall be punished with a maximum

⁴⁰ Tedi Sudrajat, *Perlindungan Hukum Terhadap Tindakan Pemerintahan* (Jakarta: Sinar Grafika, 2020), p. 103.

- imprisonment of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah).
- 3) Business actors who violate the provisions as referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letters d and f shall be punished with imprisonment for a maximum of 2 (two) years or a maximum fine of Rp.500,000,000.00 (five hundred million rupiah).
- c. Based on the Consumer Protection Law, Chapter XIII Article 63 concerning Additional Penalties for Criminal Sanctions, namely against criminal sanctions as referred to in Article 62, additional penalties may be imposed, in the form of confiscation of certain goods; announcement of a judge's decision; payment of compensation; order to stop certain activities that cause consumer losses; obligation to withdraw goods from circulation; or revocation of business licenses.
 - d. A consumer can be sued on the following bases:
 - 1) Consumers as tenants have violated the rights of business actors in accordance with the contents of Article 5 and Article 6 of Law Number 8 Year 1999 concerning Consumer Protection, namely consumers are obliged to carry out as a consumer in the form of payment in accordance with the agreement and also in good faith in conducting transactions to purchase goods and / or services.
 - 2) Consumers can also be sued based on Article 1243 of the Civil Code for non-fulfillment of an obligation.

CONCLUSION

The validity of a boarding house rental agreement is declared valid even though the agreement is in oral or unwritten form. The parties who will enter into an agreement are free to determine what form of agreement they will agree to, be it written or oral. The agreement must fulfill the conditions for the validity of an agreement stipulated in Article 1320 Book III of the Civil Code, namely the agreement of those who bind themselves, the ability to make an agreement, a certain thing and a halal cause in order to be legally binding and apply as law.

There are 2 (two) legal protections for boarding room tenants, namely preventive legal protection and repressive legal protection. Preventive legal protection for tenants includes using the rented goods properly, paying the rental price, not re-renting to other people or third parties and returning the boarding room in good condition. Repressive legal protection for tenants includes if there is loss and/or damage in the boarding room caused by the negligence of the tenant, then the tenant is asked to take responsibility, if the tenant is late in paying the rent then the tenant can be sanctioned in the form of a fine, and the rental time expires and the tenant returns the boarding room in a chaotic and bad condition as at the beginning of the tenant renting the room, then the owner has the right to impose sanctions in the form of fines or request payment of compensation to the tenant of the boarding room.

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