



Procedures for Using Rental Shop Houses (Ruko) and Legal Responsibilities on PT. Kereta Api Indonesia Land

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Abstract: Currently, there is a lot of use of land assets of PT. KAI which is used for activities outside the railway. In order to achieve land use in accordance with applicable land law, appropriate and ideal policies are needed. In this research, the problems are divided into the procedures for renting shop houses (Ruko) on the land of the Indonesian Railways Limited Company (PT. KAI) and relating to legal responsibility if one of the parties violates the agreement or regulations that apply to the process of implementing a rental agreement for a Shop House (Ruko). This research is legal research with normative research methods. The results of this research show that in the shophouse rental process there are several stages that must be carried out, namely: property announcement, application submission by prospective tenants, document verification, location survey, offer and negotiation, to contract signing and initial payment. In connection with applicable legal responsibilities in accordance with the provisions of the contract and applicable law. Parties who violate may be subject to various sanctions, including fines, termination of the contract, or the obligation to compensate for losses arising from the violation. Tenants who fail to fulfill their obligations in payment, maintenance or use of the property according to the agreement can be evicted and asked to pay compensation. On the other hand, if PT KAI as the lessor fails to fulfill its obligations, such as delivering the property in proper condition or carrying out necessary maintenance, they may have to provide compensation or face legal action from the lessee.

Keywords: Procedure; Land; KAI; Lease; Responsibility

1. Introduction

The existence of humans who act as social humans turns out to have a tremendous impact on life and meeting other life needs. Inseparable from having sufficient living needs, of course humans need various kinds of actions, one of which is maintaining life, carrying out activities to extend the life cycle, and making their lives continue to be productive. One example of human activity to maintain human life itself is to start it through entrepreneurial activities. Indeed, there are several individuals who say that entrepreneurship can immediately get a turnover or can immediately develop. Especially in the current era, the toughest challenge is competing in an era of time and technology that is developing very rapidly. Another factor apart from having to compete globally, when entrepreneurship is often found to be lacking and lacking in companies, business people and other traders is related to the place of entrepreneurship. Not all entrepreneurial activities require having their own entrepreneurial space. "Many of the entrepreneurs who started their careers or could be said to be business pioneers, they started by renting a place so they could continue to carry out their entrepreneurial activities (Alim. 2020)."

As is often done by residents in Indonesia, this is by renting shop houses on the land of the Indonesian Railways Limited Company which is often called PT KAI. "The existence of land or land itself has the definition of a social asset and a capital asset. These two purposes are as a means of binding social unity, and as a factor in the existence of capital in terms of interests, namely related to development and this has been named as a form

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of economic object whose existence is considered important (Setiabudi, 2013)." Apart from that, by using land or land that has been determined according to the proportion of needs when you want to start a business, it will be more efficient. Not only that, "even the existence of land when it is in the rental or lease process is also something that is not taboo as long as there is collateral (right of response) and there is a contract system or other rights system (Setiabudi, 2013)."

The definition of a business house, which is often defined as a shophouse or shophouse, is a form of building that has the function of being used as a residence or can also be used as a place of business. It can be proven by what is stated in Law No. 28 of 2002 which discusses buildings, in the General Provisions section of Article 1 paragraph (1), namely the explanation of buildings, namely: "Buildings are the physical embodiment of the results of construction work related to existence of unity with its place of residence, partly or wholly located on and/or in land and/or water, which functions as a place for humans to carry out their activities, whether as a place used for residence or shelter, activities related to religious events, activities business, social, cultural and special activities." Another definition is that renting in a transfer of ownership system through a buying and selling system is carried out using a rental system. The legal definition, of course, is contained in Article 1548 of the Civil Code (KUHPer), which is said to be a rental activity, as follows:

Rental activities are activities carried out through an agreement between one party and another with the aim of enjoying something along with a predetermined term or period. Apart from that, it must also be followed by provisions in the form of paying a price which the party then agrees to pay. "According to Article 1548 of the Civil Code, it is stated that standard rental activities involve both parties. And of course, the two parties are the party who binds themselves to provide pleasure to the item (renter) and the party who receives it." In this way, it can be said that the recipient in this case can be said to be the one who will later use the facilities of the rental item (tenant). So that there are activities or actions of the renter to provide legal protection for the goods being rented. This activity can result in a legal relationship because an agreement already exists and an agreement has been entered into. The meaning of the word agreement itself is contained in Article 1313 of the Civil Code: "Agreement is an act consisting of one or more people binding themselves to one or more other people."

Shophouse rental agreements are widely used by parties in general, because having a shophouse rental agreement can help the parties, both the shophouse renter and the shopowner, to gain mutual benefits. The shophouse renter will benefit from the enjoyment of the shophouse being rented, and the shophouse owner will gain profit from the rental price given by the shophouse renter (Kondo, 2013). A rental agreement is an agreement for the temporary use of an object for a certain time, both movable and immovable, with payment of a certain price (Soleman, 2018).

Some of the conditions above are related to the validity of an agreement and are a form of responsibility in entering into a land rental agreement. If the agreement fulfills the elements mentioned above, the agreement is considered valid. The agreement letter used as the basis for renting land and buildings is declared valid by law. The validity achieved by the parties in the agreement letter is one of the fundamental bases of written documents and is not based on coercion or fraud (Artana, 2016).

Referring to the discussion which focuses on leasing on land that stands on the land of the Indonesian Railways Limited Company, of course before carrying out leasing activities the tenant must fully understand the existing regulations or leasing activities and the penalties associated therein. Indeed, if you look at the problems in the current era, quite a few people in Indonesia carry out rental activities at PT. KAI. In fact, this activity is considered normal. "Moreover, we must know that PT Kereta Api Indonesia (PT. KAI) is defined as a company that operates on state asset rights with a systematic implementation system."

Land and/or buildings that are no longer used must be handed back to the property manager, namely the Minister of Finance, as State General Treasurer. PT KAI's land in non-active railway areas legally belongs to the state and its status is state land. As long as PT KAI's land assets are used properly, PT KAI is obliged to manage these land assets as well as possible (Nasrul, 2018).

Meanwhile, the land leasing system for PT. KAI itself can be used properly in line with the Minister of BUMN Regulation No. PER-13/MBU/09/2014 concerning Guidelines for Utilizing BUMN Fixed Assets (Adrian, 2012). According to Article 9 of the Constitution Number 19 of 2003, it defines "State-Owned Enterprises as systematics composed of limited liability companies and public enterprises". That way, PT. The main guideline for these regulations is because PT. KAI itself is considered a State-Owned Enterprise (BUMN) which has been confirmed for its asset rental activities individually or individually and can be done through leasing to companies. Note that the PT. In connection with the agreement itself, PT.

Decision Directors of PT. KAI (Persero) No. Kep.U/KA.101/IV/KA-2016 concerning Instructions on the Utilization of Company Fixed Assets for a Period of Up to Five Years also regulates PT.KAI's leasing rights. Thus, leasing must be carried out properly in accordance with established laws. In other words, it is related to the land rental rights that PT. KAI has used for the community so that undesirable things do not happen, such as misuse of rights and obligations. In addition, in cases where land tenants have violated their rights and obligations, including actions that violate the established legal system, PT. KAI must reorganize the agreements and contracts that have been made with individuals or companies related to land use. or failure in the land leasing system reaches a stage where the case cannot be resolved legally, PT.KAI land tenants will face appropriate consequences. For example, land will be evicted and PT.KAI voters will officially vacate the land that has been leased. Some other consequences are that the tenant must pay the money that has been used as compensation for use according to a predetermined price system. Based on the background above, the problem is limited to; What is the procedure for renting shop houses (Ruko) on the land of the Indonesian Railways Limited Company (PT. KAI)? And what is the legal responsibility if one of the parties violates the agreement or regulations that apply to the process of implementing the shophouse (Ruko) rental agreement?

2. Materials and Methods

In this research, researchers used a type of normative legal research, namely research that uses written sources and applicable legal principles. This research aims to understand and interpret the law systematically, both in the form of laws, regulations and legal doctrine. Normative legal research is also defined as an activity or process that aims to discover a law, legal principles, and several other doctrines that will be faced in a legal case. Not only that, this method is also related to the implementation of normative legal provisions (laws) in action in every particular legal event that occurs in a society (Marzuki, 2011). Normative legal research is legal research carried out by examining library materials (secondary data) which includes: research on legal principles, legal systematics, horizontal and vertical legal synchronization, legal comparison and legal history (Soekanto, 1995). The type of legal research carried out in a normative juridical manner is normative juridical where law is conceptualized as what is written in statutory regulations (law in books) or law is conceptualized as rules or norms which are benchmarks for human behavior that is considered appropriate (Amirrudin, 2012).

3. Results and Discussion

3.1 Procedures for Implementing PT KAI Shophouse Rentals (RUKO).

Article 4 of the UUPA explains that, based on the state's right to control as referred to in Article 2, various types of land rights can be granted to and owned by a person, ei-

ther alone or together with other people and legal entities. A company with legal entity status is a State-Owned Enterprise (BUMN). One of the BUMNs that has the authority to manage state assets in the form of land is PT KAI. "PT KAI has the authority to carry out the business of renting out asset land according to the agreement in order to utilize assets if it meets the terms of cooperation" (Santoso, 2012).

Base Cooperation in the utilization of PT KAI assets is contained in the Regulation of the Minister of State-Owned Enterprises PER-07/MBU/04/2021 dated 21 April 2021 Second Amendment to the Regulation of the Minister of State-Owned Enterprises Number PER03/MBU/08/2017 concerning Guidelines for Cooperation with State-Owned Enterprises. Utilization of BUMN assets can be carried out in the following ways: build for handover, build for handover, joint operation (KSO), joint venture (KSU), lease, and borrow-to-use. The basis for leasing the use of PT KAI assets is also contained in the Corruption Eradication Commission Letter Number R-4002/10-12/09/2014 dated 16 September 2014 regarding follow-up actions to control state property within PT KAI; Decree of the Directors of PT. Indonesian Railways (Persero) Number KEP.U/KA.102/IV/1/KA-.

A shophouse (Ruko) rental agreement can be made either privately or in front of a notary. An agreement made in front of a notary is called an "authentic deed", which is regulated in article 1868 of the Civil Code, namely a deed in the form determined by law, made by or before a public official who has authority for that purpose in the place where the deed is made, and the agreement made under the hand. To achieve this, it is important for both parties to understand and comprehend the steps that will be taken before or while the agreement is being made.

Based on applicable law, society has the freedom to act. However, the instinct to defend oneself, one's family and one's interests makes people work, often unconsciously. Everyone has the freedom to make agreements based on the principle of freedom of contract (consensual). This principle allows parties to make any contract, whether existing or not in the Civil Code, as long as the agreement does not conflict with the law, public order or morality (Santoso, 2012).

PT KAI's lease agreement with the lessee involves PT KAI as the holder of the land rights and the community or third party as the lessee. This agreement contains the rights and obligations of PT KAI and the tenant community, as well as payment methods, payment terms, fines, sanctions and prohibitions. Provisions regarding rental agreements are regulated in Article 1548 of the Civil Code. In the UUPA, rental rights are regulated in Article 16 paragraph (1) letter e, which confirms that rental rights are one of the rights to land, but the explanation of the article does not explain the type of rental rights in question. Article 44 discusses the right to lease a building, which is defined as the right of a person or legal entity to build a building on land belonging to another person by paying a certain amount of rent and within a certain period of time, as well as the necessary conditions.

Buildings that stand on land assets owned by PT KAI can be rented and lived in by tenants and these provisions are contained in the asset lease agreement. The principles that must be considered in implementing fixed asset lease agreements are in accordance with BUMN Ministerial Regulation No. PER13/MBU/08/2017 as follows: the agreement is executed by taking into account the principles of transparency, independence, accountability, responsibility and fairness; the agreement is executed taking into account the principle of benefit; the agreement is carried out in accordance with its provisions based on statutory regulations; the agreement is executed without disturbing the main business activities of the State-Owned Enterprise; The agreement is executed for a certain period of time stated in the agreement and it is not permitted to utilize fixed assets without a time limit (Soleman, 2018).

The agreement prioritizes cooperation between BUMN, BUMN subsidiaries and BUMN affiliated companies. Partners may not use the fixed assets agreed upon unless regulated in BUMN Ministerial Regulation No. PER13/MBU/08/2017 dated 21 August

2017. Apart from company organs or public bodies, any party is prohibited from interfering in the process and decision making regarding the utilization of fixed assets by paying attention to statutory regulations.

Land rental agreements owned by PT KAI with residents who use land or buildings as shophouses, as done by several people in Bojenegoro, PT KAI provides several stages or procedures that are fulfilled before the agreement is approved. (Joko, 2023), namely the implementation procedure for renting PT KAI Shop Houses (RUKO) starting with an official announcement from PT KAI regarding properties available for rent. Prospective tenants can contact the local PT KAI office to get detailed information about the RUKO they are interested in and submit a written application along with supporting documents. After registration, PT KAI will verify documents and may invite prospective tenants for a site survey. If a prospective tenant is interested, a price offer and rental terms are negotiated until an agreement is reached. Next, PT KAI prepared a draft rental contract for both parties to sign. After the initial payment is made, key handover and joint inventory are carried out. The tenant is then responsible for maintaining the SHOP during the rental period according to the provisions of the contract. If you wish to extend the rental period, the application must be submitted before the contract ends. All disputes that arise will be resolved according to the dispute resolution mechanism agreed in the contract.

At this stage, the lessee enters into an agreement with PT KAI. This agreement is used as a conventional agreement because PT KAI, as the land owner, first makes the contents of the agreement in the form of standard agreement clauses. In addition to the rental procedure steps above, prospective tenants must attach the following conditions: a. Prospective tenant's ID card; UN; CV (added); and materials.

The procedure for implementing PT KAI's Shop House (RUKO) lease involves several stages starting from property announcement, submitting an application by a prospective tenant, document verification, location survey, offer and negotiation, to signing the contract and initial payment. After that, the keys were handed over and an inventory of the condition of the RUKO was carried out. The renter is responsible for the maintenance of the property during the rental period and can apply for a rental extension before the contract ends. Disputes are resolved through the mechanism agreed upon in the contract, ensuring the rental process runs smoothly and according to the provisions.

3.2 Legal Responsibility If One of the Parties Violates the Agreement or Regulations Applicable to the Process of Implementing the Shophouse (Ruko) Rental Agreement.

Implementation of the agreement is a very important component of the agreement. In fact, the people who entered into the agreement wanted to do it. An agreement will be valid if it fulfills the legal requirements of the agreement and the principles of engagement law. Each of the parties concerned has reached an agreement on the points stated in the agreement letter, along with the actions that must be taken, namely achievements.

According to Article 1234 of the Civil Code, performance can be in the form of an obligation to deliver something or take an action or not take an action. In practice, rental agreements must pay attention to the four (four) legal conditions of the agreement, which are stated in Article 1320 of the Civil Code, including: 1. "There is an agreement for those who bind themselves 2. The capacity of the parties to make an agreement 3. There are things certain things that have been agreed upon; 4. There must be a lawful cause, in other words there is no prohibition by law."

Conformity of wishes between the parties in a rental agreement based on several terms of the agreement. If someone really wants what is agreed upon, they can provide the consent or agreement they have. Therefore, a will can not only be expressed but can also be understood by others. An agreement occurs when the other party accepts or agrees (Panggabean, 2010). In the lease agreement for PT KAI's land and building assets by the community, both parties want the lease agreement to be carried out.

A contract or agreement must meet the requirements for the validity of the agreement, namely agreement, competence, certain things and a lawful cause, as specified in Article 1320 of the Civil Code. By fulfilling the four conditions for the validity of the agreement, an agreement becomes valid and legally binding for the parties making it (Suharnoko, 2004). The second legal requirement for an agreement according to Article 1320 of the Civil Code is "capacity to make an agreement". Article 1329 of the Civil Code states that "every person is competent to make agreements with the exception of if according to law he is declared incompetent". Then, Article 1330 of the Civil Code also states the categories of people who are not competent to make an agreement, namely: "against people who are not yet adults; to those placed under guardianship; and in cases stipulated by law". In the agreement to lease PT KAI's land and building assets by the community, to fulfill this second requirement, the parties are considered competent according to the law. It is also important for the community to know their identity in an agreement so that they are categorized as competent or not.

On The third condition is "the existence of a certain thing". Looking at Article 1333 of the Civil Code, it is determined that an agreement must have as its subject an object whose type can at least be determined. So, an agreement must have a certain object, regarding that object it can be the rights and obligations of both parties. In the PT KAI asset lease agreement by the community, the agreement made contains the objects of agreement performance such as provisions for rental payments, maintenance of land and buildings by the lessee. The last or fourth condition is that there is a lawful cause, this something refers to the content and purpose of the agreement itself. For example, in the case of buying and selling, the content and purpose of the sale and purchase agreement is that one party wants ownership of an item, while the other party wants money. In the agreement to lease PT KAI's land assets by the community, PT KAI provides the land on the basis of rental rights, while the tenant community gets the land to occupy or build buildings.

On This rental agreement is PT. KAI has authority in the rental agreement system if there is a violation of the agreement/default. If the party concerned commits a violation that is contrary to the agreement, PT. KAI will impose sanctions, namely: 1). PT. KAI made SP I 2). PT. KAI Again makes SP II, 3). In less than 1 week, PT. KAI again will make SP III 4). And if from SP I to SP III the party who commits a violation will be dealt with firmly by eviction of the leased land.

Legal responsibility in the PT KAI Shop House (RUKO) rental agreement includes the obligations of both parties in accordance with the provisions agreed in the contract. PT KAI as the lessor is responsible for delivering the property in proper condition and as promised. They are also obliged to carry out major maintenance that the renter cannot do. On the other hand, tenants are responsible for paying rent on time, maintaining the condition of the property during the rental period, and using the property according to the agreed purposes. The tenant is also obliged to return the property in good condition when the rental period ends. Failure to fulfill these obligations may result in legal sanctions, including fines or cancellation of the rental agreement. Disputes that arise will be resolved based on the dispute resolution mechanism stipulated in the contract, ensuring that the rights and obligations of both parties are legally protected.

If one of the parties violates the agreement or regulations that apply in implementing the shop rental agreement (RUKO), they will face legal responsibility in accordance with the provisions of the contract and applicable law. Parties who violate may be subject to various sanctions, including fines, termination of the contract, or the obligation to compensate for losses arising from the violation. Tenants who fail to fulfill their obligations in payment, maintenance or use of the property according to the agreement can be evicted and asked to pay compensation. On the other hand, if PT KAI as the lessor fails to fulfill its obligations, such as delivering the property in proper condition or carrying out necessary maintenance, they may have to provide compensation or face legal action from

the lessee. Dispute resolution is carried out through mechanisms agreed upon in the contract, which can include mediation, arbitration, or litigation in court.

4. Conclusion

The procedure for implementing PT KAI's Shop House (RUKO) lease involves several stages starting from property announcement, submitting an application by a prospective tenant, document verification, location survey, offer and negotiation, to signing the contract and initial payment. After that, the keys were handed over and an inventory of the condition of the RUKO was carried out. The renter is responsible for the maintenance of the property during the rental period and can apply for a rental extension before the contract ends. Disputes are resolved through the mechanism agreed upon in the contract, ensuring the rental process runs smoothly and according to the provisions. Legal responsibility in the PT KAI Shop House (RUKO) rental agreement includes the obligations of both parties in accordance with the provisions agreed in the contract. PT KAI as the lessor is responsible for delivering the property in proper condition and as promised. They are also obliged to carry out major maintenance that the renter cannot do. On the other hand, tenants are responsible for paying rent on time, maintaining the condition of the property during the rental period, and using the property according to the agreed purposes. The tenant is also obliged to return the property in good condition when the rental period ends. Failure to fulfill this obligation may result in legal sanctions, including fines or cancellation of the rental agreement.

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