

Perlindungan hukum terhadap para pihak dalam perjanjian sewa menyewa (ditinjau dari akta notaris) = Legal protection for parties involved in lease agreement viewed from the notary deed

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Abstrak

[ABSTRAK

Kecenderungan manusia untuk segera memenuhi kebutuhan atas manfaat suatu benda tidak dapat dipenuhi seluruhnya oleh benda-benda miliknya. Salah satu cara mengatasinya adalah melalui perjanjian sewa menyewa. Perjanjian sewa menyewa yang banyak dilakukan dalam masyarakat dan mendapatkan pengaturan yang cukup lengkap dalam Bab Ketujuh Buku Ke III Kitab Undang-Undang Hukum Perdata. Penulisan tesis mengambil judul ?Perlindungan Hukum Terhadap Para Pihak Dalam Perjanjian Sewa Menyewa (Ditinjau Dari Akta Notaris)? dengan mengangkat kasus perjanjian sewa menyewa tanah dan bangunan yang dibuat dengan Akta Notaris. Pokok permasalahannya adalah bagaimana cara penyelesaiannya bila terjadi wanprestasi terhadap objek sewa menyewa pada waktu berlangsungnya sewa menyewa, bagaimana penerapan perlindungan hukum yang seimbang terhadap pihak yang menyewakan dan pihak penyewa dalam perjanjian sewa menyewa serta bagaimanakah isi klausul perjanjian yang dapat memberikan kepastian hukum kepada pihak yang menyewakan dan pihak penyewa yang dianalisis dapat memberikan kepastian hukum dan perlindungan hukum yang seimbang kepada para pihak yang membuat perjanjian. Penelitian dilakukan dengan metode penelitian kualitatif normatif dengan cara menganalisa peraturan per Undang-Undangan dan buku-buku, didukung oleh data primer, sekunder serta bahan hukum tertier serta pengkajian terhadap kasus melalui data berupa dokumen pada objek penelitian. Hasilnya mendapatkan kesimpulan bahwa penyelesaiannya dengan dilaksanakannya eksekusi terhadap objek sewa menyewa oleh pihak BANK dan ketentuan hukum tentang sewa menyewa dalam Kitab Undang-Undang Hukum Perdata telah memberikan perlindungan hukum yang memadai dan seimbang bagi para pihak. Dalam kasus yang dianalisis ditemukan klausul-klausul yang dapat memberikan perlindungan kepada masing-masing pihak, baik pihak yang menyewakan dengan dibayarkannya uang sewa seketika dan sekaligus lunas pada saat ditandatanganinya perjanjian sewa menyewa dan bagi penyewa akan mendapatkan sisa uang sewa yang belum dijalani dan dinikmati beserta ganti rugi dari seluruh kerugian yang akan ditanggung oleh pihak penyewa dengan lalainya pihak yang menyewakan atas kewajibannya terhadap BANK dalam perjanjian sebagaimana tersajikan selengkapnya dalam tesis ini.

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ABSTRACT

Human tendency to immediately fulfill the need for the benefits of an object cannot be entirely fulfilled by the objects one currently owns. One way to mitigate this situation is through lease agreement. Lease agreement is very commonly used in the society and thoroughly regulated in the seventh chapter of the third book of the Indonesian Civil Code. This thesis is entitled "Legal Protection For Parties Involved In Lease Agreement (Viewed from the Notary Deed)", taking the case of land and property lease agreement initiated with a Notary deed. The main problem is how a default occurred to the rent object during the lease agreement can be resolved, how balanced legal protection for the owner and the tenant can be implemented and how the clauses that can provide legal assurance to both owner and tenant that were analyzed can truly give legal assurance and balanced legal protection to each party involved in the agreement. This research is carried out using juridical-normative method through analysis of secondary data by collection of primary and secondary data, along with tertiary legal materials. The research employs qualitative data analysis, which resulted in descriptive-analytic data.. This research concludes that default occurred during lease agreement is to be resolved by execution of the rental object by the bank. And that laws governing lease agreement in the Indonesian Civil Code have provided adequate and balance legal protection for the parties involved in lease agreement. Analysis of legal cases found sufficient clauses that can provide legal protection and assurance for the owner, by immediate and full payment of lease fee at the time of signing of the agreement, and for the tenant, where the tenant will be entitled for the lease fees not yet accrued, together with the compensation for all the losses which will be born by the tenant in the case of the owner's negligence of his liability to the BANK, as further explored in this thesis; Human tendency to immediately fulfill the need for the benefits of an object

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