

## Execution of Ijarah Contracts in Rental Houses According to an Islamic Economic Perspective: Case Study of Rental Houses in Bengkalis City

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### ABSTRACT

The implementation of Ijarah Rental Contracts at Hendrawan's Boys/Girls Boarding House in Islamic Economics is the primary focus of this study. The purpose of this study was to ascertain how the rental of boarding houses would be implemented in Sengoro Village, Bengkalis District. Additionally, determine whether the ijarah contract's execution is hindered. The methodology of this study is qualitative. Qualitative research is the term for this kind of study. Field conditions and descriptions serve as the basis for this type of research, which aims to develop concepts, understandings, and theories. A study that aims to accurately describe the nature of an individual, condition, symptom, or particular group as it is known as descriptive analysis. An interview or interview is the method used to collect data. An interview is a kind of conversation that uses verbal communication to get information and written documentation. The rent agreement for renting Hendrawan's son and daughter's boarding house is carried out verbally as a result of this research. The rental contract system can be transferred as long as the owner of the boarding house has given prior approval, proof of payment is only recorded via WhatsApp, and the tenant is entirely responsible for the provided boarding facilities. The study came to the conclusion that the rental house's ijarah contract was carried out in accordance with Islamic law. However, the boarding house owner's income decreased as a result of the Covid-19 pandemic's obstacles.

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### 1. INTRODUCTION

Humans, as servants of Allah whose status as social beings, to carry out their obligations to fulfil their rights, really need a legal order that can regulate and protect the rights and obligations of each member of society. One form of human activity in muamalah is ijarah [1]. According to the

language, ijarah means wages, compensation or compensation. In general terms, it is called leasing. Therefore ijarah has a broad meaning, including salaries or rewards for using goods or activities, including leasing [2].

The environment is defined as something that surrounds the individual in his life, both in the form of the physical

environment, such as parents, home, and playmates. The surrounding community and the environment are psychological, such as feelings experienced, ideals, problems encountered and so on, especially for Indonesian students who are continuing their education at tertiary institutions far from their place of origin who no longer live with their parents while studying [3].

The first environment that has direct interaction with students is the boarding environment. Kost is a temporary residence for students who are influential in their survival while studying at tertiary institutions. This case applies to students who continue their education at STAIN Bengkalis tertiary institution. As can happen in the community in the area of the STAIN Bengkalis campus, Senggoro Village, to fulfil and increase their income, they carry out transactions in the use of residences as a boarding room rental business.

From a business perspective, this boarding house rental business is very much in the interest of residents, who are non-disabled people in large residential areas. In addition, the Sukarame sub-district area is strategically close to the STAIN Bengkalis campus. These two factors motivate residents to turn some residences into businesses through boarding rooms, and some species build them to rent out as boarding houses.

In Islamic economic law, leasing, like any other agreement, is a consensual agreement (agreement). The deal has legal force, namely when the lease takes place [4]. When the contract is in progress, the party who rents (*mu'ajir*) must hand over the goods (*ma'jur*) to the lessee (*musta'ji*). By handing over the benefits of goods or objects, the lessee must also give up his rent (*ujrah*) [5].

Many seasonal immigrants also greatly influence the implementation of this rental activity, especially students who come from outside areas and need a place to live while studying at STAIN Bengkalis. Not only students, workers who come from outside also enjoy the rental services of this boarding house. The large and diverse number of

migrants will create or generate new income for the local community.

From a business point of view, this business through boarding rooms is in great demand by other residents as a side business, this business can also be called a promising business field, and all of this cannot be separated. In a company, there must be a collaboration that will later aim at a mutually beneficial agreement [1]. In this collaboration between the tenant and the owner of the boarding house business, the tenant pays an amount of money following the contract to the owner. This collaboration is carried out between the tenant and the owner of the boarding house business; namely, the tenant pays an amount of money according to the agreement with the owner [6].

In practice, this leasing activity is more challenging than expected. Still, it is necessary to pay attention to the contents of the agreement that has been mutually agreed upon. Both parties should agree upon the contents of the contract. Suppose later this agreement is violated or denied. In that case, this problem needs to be resolved by considering all existing aspects, for example, an agreed contract period with agreed price conditions [7]. All parties must comply because each party has obligations and rights it fulfils. It is not permissible for either party to terminate or cancel the contract's contents without the other party's knowledge [8].

Another problem is the settlement of contract violations where the tenant or landlord violates the agreement's contents. For example, there must be eviction of the tenant even though the rental period is still long. Here is whether the landlord will return the rent money to the tenant [9]. The problems here need attention because, in muamalah, leasing is carried out by maintaining the values of justice, avoiding elements of taking advantage of opportunities in narrowness. So let a relationship be based on the above principles [10].

Therefore, renting a boarding house in Senggoro village is very influential for the community's economy and the needs of newcomers who need it. In the Senggoro

village area, the community is greatly helped by the state of the Bengkalis STAIN campus as a boost to the local community's economy.

## 2. LITERATURE REVIEW

In fiqh terms, in general, a contract means something that a person is determined to carry out, both arising from one party, such as waqf, divorce, and oaths, as well as arising from two parties, such as buying and selling, leasing, wakalah, and mortgage. In particular, the contract means the interest between the ijab (statement/offer/transfer of ownership) and the qabul (acceptance/ownership) within the scope that is prescribed and affects something [11].

While leasing in Arabic is termed "Al-Ijarah", derived from the word "Al-Ajru" according to the language, which means "Al-Iwadh". In terms of terminology, the Ulama define it differently. However, in principle, leasing is an agreement held by the lessee and the person who rents out to own and take advantage of the leased object, which is known and permissible with payment of an imbalance or price under certain conditions within a specified period [12].

Ijarah is one of the mu'awadah contracts, namely transactions to obtain material benefits or benefits. Ijarah contracts include (al-uqud al-musamma), whose boundaries are determined in the Qur'an and al-Hadith. While the opposite is an anonymous contract (al-uqud ghair al-musamma), namely new contracts whose criteria and conditions are not directly determined in the Qur'an and al-Hadith, such as contracts regarding overnight stays in a hotel with dining facilities, drinking, shuttle vehicles and the like [13].

With three legal bases, namely Al-Qur'an, Hadith and Ijma', the law on the permissibility of leasing is very strong because these three legal bases are the main sources of extracting Islamic law. In addition to the pillars of leasing that must be fulfilled and clear, the leasing terms must also be considered for people who want to do leasing [14].

The concept of the Islamic Economic system is to carry out Islamic values as the

basic concept and foundation in economic activity to realize the community's welfare both physically and spiritually, including applying ijarah contracts [15]. Making a living, including carrying out economic activities, is mandatory because, at this time, economic activities will only be perfect with the existence of banking institutions, this banking institution is also required to be established. I hope leasing is permissible in Islam because humans face limitations and deficiencies. Therefore, humans between one and are always bound and need each other, and renting is one of the applications of regulations that humans need in social life [16].

That is intended to avoid disputes in the future due to faint objects of the lease. What is meant by the goods can be delivered is that the goods can be transferred in form. So it is not valid to rent an animal that has run away (apart) because it cannot be surrendered. Likewise, barren agricultural land and animals for transportation are paralyzed because they do not bring the benefits that are the object of this contract [17].

The Hanafi school of scholars thinks that the leasing contract is binding on both parties but can be cancelled unilaterally if there is an excuse, such as death or being unable to act legally, such as insane. Jumhur scholars believe the leasing contract is binding unless there is a defect or the leased object cannot be utilized. According to the Hanafi school of thought, if one of the parties to the contract dies, the lease contract becomes void because the benefits cannot be passed on to the heirs. According to Jumhur Ulama, the agreement does not become invalid; the benefits can be passed on to the heirs because benefits also include assets [18].

Based on the results of field research conducted by researchers regarding the boarding house rental contract following the terms of ijarah, such as the terms of aqid (Mu'jur and Musta'jur), conditions related to Ma'qud 'Alaih (the object of rent), disorders of shighat, consent and qabul (handover speech). And according to a review of Islamic law, renting boarding houses to third parties

is not following Islamic law. Because the tenant has been dishonest, has rented his boarding house to a third party without notifying the boarding house owner, and the tenant has violated the rules agreed upon at the beginning of the contract. The difference between this thesis and the researcher's thesis lies in the focus and location of the research [19].

In summary, the legal basis for Ijarah for Islamic banking is the Fatwa of the National Sharia Council Number 09/DSNMUI/IV2000 dated 13 April 2000 concerning Ijarah financing. Ijarah is a contract for transferring usufructuary rights over goods or services, through the payment of rental wages, without being followed by a transfer of ownership of the goods themselves. In the operational method, Islamic banks buy immovable objects (such as houses), and Islamic banks rent them out to them at an agreed price. Usually, the return is by way of instalments every month or by way of periodically following the agreement in the contract [5].

It cannot be separated from human activities. Ijarah is also applied to Umrah Financing Products at Islamic Banks. That involves an ijarah contract in the transaction, which is of particular concern to Islamic law in terms of the character of the contract. An ijarah contract differs from a sale and purchase transaction in which accounts are payable due to its temporary nature. Buying and selling are permanent because their effect can transfer the ownership of an item [14].

Regarding the permissibility of leasing, all scholars agree that leasing is permissible. Strengthened by the three basic laws of the Qur'an, Al-Hadith and Ijma', this law is the main source of extracting Islamic law. From the several legal bases above, it can be understood that leasing is permissible in Islam because humans are always faced with limitations and deficiencies. Therefore, humans between one and are always and are intertwined [11].

### 3. METHODS

This research uses a type of qualitative research, which is a type of research that produces findings that cannot be achieved by using statistical procedures or utilizing other qualifications. As quoted by Lexy J. Moleong, Bogdan and Taylor define qualitative methodology as a research procedure that produces descriptive data in the form of written or spoken words from people and observable behaviour [20].

Qualitative research is a type of research that produces findings that cannot be achieved (obtained) by using statistical procedures or by other means of quantification (measurement). This method collects data by directly observing certain objects in the field, which are the focus of research, and knowing and recording several matters related to applying the ijarah contract for the Hendrawan Boarding House rental service [21].

With this method, apply the application of interviews. Interviews are conversations with a specific purpose. Two parties conducted the discussion: the interviewer (interviewer), who asked written questions (interviewee) and provided answers. This method aims to obtain accurate information in implementing the ijarah contract in the Hendrawan boarding house rental service [22].

The purpose of implementing this research method is to obtain primary data. The preliminary data in this study is obtained from the first source, both from the individual directly involved in implementing the ijarah contract in the boarding house rental service.

The author obtains attachment data from financing, contract contracts, and general description modules about boarding house rental services with this method. And the information obtained from this research method produces the data collected, and the authors try to analyze the data. In analyzing the data, the writer uses the descriptive analysis technique. That is, the data obtained is then poured into the form of words or pictures and then described so that it can provide real clarity of reality [23]. As quoted

by Husein Umar, this method aims to answer questions concerning something during the research or research process.

#### 4. RESULTS AND DISCUSSION

Ijarah (Al-Ijarah) is a form of muamalah in meeting the needs of human life, such as borrowing, buying and selling, leasing and so on. And here, the author discusses the implementation of the ijarah contract by renting a boarding house. Islam allows leasing, which is carried out according to Islamic law. A lease is a contract to take benefits through a replacement for a certain amount by agreement.

The location of this research is in one of the villages of the District, which is located in Bengkalis City, one of the areas with a strategic area with high economic growth. That is because, in that area, there are centres of activity such as universities, malls, markets and others.

Bengkalis City is also known as the City of Education, so many newcomers choose Bengkalis City as their destination because of its strategic location. Many people in Bengkalis District, especially Senggoro Village, have opened a rental business, one of which is Hendrawan boarding house.

Interviews on Sunday, April 13 2022, which were conducted by researchers with Hendrawan as the owner of the Hendrawan Boys/Girls Boarding House, which was founded in 2013, obtained the following results:

1. The rental agreement in this boarding house has been verbally from the crew who founded this boarding house. On average, boarding homeowners also use verbal deals around here. Usually, if the prospective tenant feels comfortable with this boarding house, then an agreement and agreement are made, but if it doesn't suit us, we don't force it and don't promise any frills. Yes, this facility is offered at this price, with regulations like this. Yes, if you use a written agreement, you will only be given proof of payment as a receipt or list on their personal WA. It isn't very easy if you use a written

agreement. Yes, if it's about the rules, convey them directly.

2. This boarding house payment system is monthly, with a payment system that can be paid in instalments because many students are waiting for remittances from their parents. Usually, the rent is given at the beginning of the tenant feels comfortable. If a tenant ends the lease period, the remaining money from the rental period is forfeited because there was an agreement on the rental period in the beginning. If here, it is permissible to operate a boarding house room contract with the new tenant while still having the remaining rental period and as long as it is confirmed to me first. Also, if there is damage to the boarding room facilities (for example: lights out, leaky faucets, mouldy walls and so on), I will repair the damage so that the renter can still feel at home because we provide the place and facilities.
3. Obstacles in the implementation of the rental, while you are running the lease occurred during the pandemic yesterday, including obstacles in the performance of this boarding house rental. There is a direct impact on us, including the economy, Education, etc. Some perceived students are in the fields of Education and economics. In the education sector, lectures are transferred online, the boarding rooms are not occupied, and the tenants are still required to pay, which is also a problem in terms of the economy. And I also adopted a policy of providing relief during the pandemic through discounted rental rates. Even though the boarding house is not occupied, the tenant must still pay the rent from the boarding house with a discount.

In renting a boarding house, the interview above demonstrates that the ijarah contract has been implemented from an Islamic perspective. The rental agreement for the Hendrawan Boys' Boarding House was only verbally executed. The parties to this agreement, the lessee and the landlord,

simply verbally or by mutual consent. A contract is chosen by the party renting because it is simple to create, does not take a long time, and does not cost anything. Since the beginning of the male/female boarding house in 2013, such a contract has been in place.

In his view, regarding the implementation of renting boarding houses, there are no significant obstacles related to the Covid-19 pandemic, a virus that turns out to be highly contagious. Diseases that were previously unexpected could spread worldwide and affect all sectors, from health, society and even the economy. One of the most influential economic impacts due to the Covid-19 pandemic is the boarding house business.

The income from renting boarding houses has changed in the past year, for the renting business at Kos Putra/Putri Hendrawan itself has been affected by this pandemic. They are starting from many tenants choosing to move or not extending

their boarding house rent and ending up causing lonely rent a boarding room.

This pandemic has caused half of the total number of rooms not to be filled, and the tenants only leave their belongings. For this reason, tenants who do not occupy their rooms are given waivers not to pay room rental fees because tenants are not permitted to put items in the room. That is equivalent to leaving the room empty, so the goods should stay there, and if later things return to normal, then the tariff setting will be re-enforced so that no one feels disadvantaged. Hendrawan also gave, during the pandemic, was given to tenants through discounted rental prices. For tenants who continue to rent, they are given a discount of Rp. 25,000 per month for each tenant, from Rp. 125,000,000.00 to Rp. 100,000.00. So this situation is very influential for boarding house owners, especially.

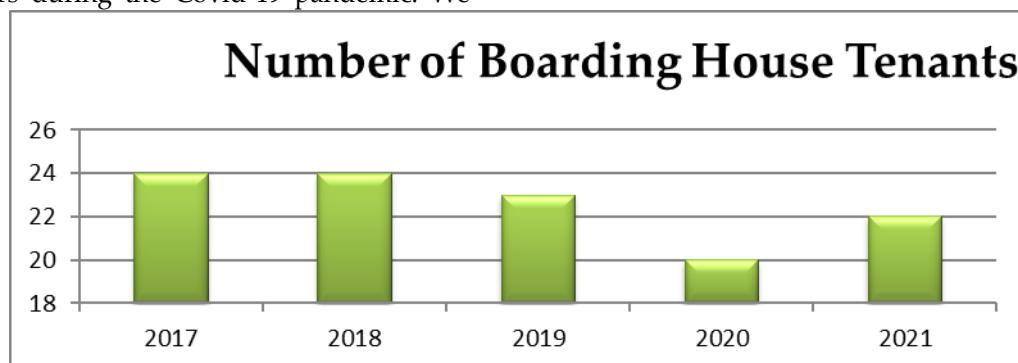
The following is the financial report and the number of tenants from Kost Putra/Putri Hendrawan for the last five years that we can see as follows:

Table 1. Table of income and graph of the number of tenants

No	Year	Income
1	2017	Rp. 36.000.000.00
2	2018	Rp. 36.000.000.00
3	2019	Rp. 34.000.000.00
4	2020	Rp. 25.000.000.00
5	2021	Rp. 32.400.000.00

The table above shows how the change in income earned by boarding house owners during the Covid-19 pandemic. We

can also see a decrease in boarding house tenants during the pandemic as follows:



From the table and graph above, it can be seen that the effect of the pandemic as an obstacle to the implementation of boarding house rental activities is very influential with

the co-19 pandemic. The presence of the Covid-19 pandemic greatly affected the performance of the ijarah contract, which was applied to renting the Hendrawan Boys/Girls

Boarding House, which could affect the initial agreement on the contract. That cannot be separated from the influence of the implementation of the rental of the boarding house because several parties decided not to continue the rental activities.

This graph shows that the number of tenants in the boarding houses obtained by



The picture above is from the front of Hendrawan's son/daughter's boarding house in Senggoro village, Jl. Institution, G. Prime. district Bengkalis. The boarding house consists of 4 doors and 2 room doors in each boarding house. With bathroom facilities inside with drilled well water and rainwater available for daily needs.

### CONCLUSION

The owner and tenant communicate verbally when renting a boarding house for Hendrawan's children in Sengoro Village, Bengkalis District. As stated in KHES article 296 paragraphs (1) and (2), that is permissible, and the agreement is valid as long as the contract uses clear sentences, namely: 1) The contract for Shighat Ijarah must contain concise sentences. 2) An ijarah contract can be made verbally, in writing, or through gesturing.

There are a few requirements and pillars that must be met before entering into a lease agreement. The Compilation of Sharia Economic Law includes the contract, *musta'jir* (the party that rents), *ma'ajir* (the party that rents out), and *ma'jur* (the object that is lent) as the various pillars and terms of leasing

Hendrawan's male/daughter boarding houses has started to improve in the last year. Its implementation has also begun to run as before, reducing the co-19 case in Bengkalis Regency and the glorious restoration of lecture activities. The following is the documentation of the Hendrawan boarding house image:

(ijarah). Some people have decided to stop renting their boarding houses because of the pandemic. As a result, the tenant offers a Rp discount to tenants who continue to pay rent. 25,000.00 Rp per month for each tenant in the beginning 125,000,000.00 to Rp. 100,000.00.

According to the findings of interviews conducted with owners of boarding houses in Bengkalis District (Hendrawan Kos Putra/Putri), the owner rents out a boarding house on a monthly basis. The oral contract for renting a boarding room is carried out by the boarding room owner and the boarding room tenant using simple pronunciation. The contract is written in the same understandable language that was used to sign it.

There are four ways the rental agreement to rent a boarding house is put into action: first, implementing a system that requires a down payment that cannot be refunded in the event that the tenant violates the agreement in the middle of the rental agreement. Second, the application for the rental contract system can be transferred with prior approval from the owner of the boarding house. Thirdly, the owner of the boarding house is entirely responsible for the

four boarding facilities that tenants provide, and proof of payment is only noted via WhatsApp.

The owner of the boarding house is of the opinion that the Covid-19 pandemic has impeded the performance of the ijarah contract and even had a direct impact on several sectors since it was implemented. Including the use of boarding houses for rent so that the ijarah contract cannot be continued after the initial agreement was made at the time of the deal, this includes the health, social, and even economic sectors.

Renting a boarding house has been greatly affected by this pandemic because it is close to a university, so the majority of tenants are students. New agreements or policies were established regarding the forms of emergency assistance that could be provided during the Covid-19 pandemic. The relief is provided in the form of a decrease in the cost of renting the property. This new policy or agreement will make things easier for both parties, the owner and the boarding house tenant, so there won't be any rifts.

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