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Liability of Housing Developers and Residents Relating to Environmental Management Dues

Arif Sandjaja[1], Mohammad Saleh[2]
[1] Fakultas Hukum, Universitas Narotama, Surabaya, Indonesia, arifsandjaja259@gmail.com
[2] Fakultas Hukum, Universitas Narotama, Surabaya, Indonesia, saleh.nwa@gmail.com

Corresponding Author: arifsandjaja259@gmail.com

Abstract: The purpose of this study is to investigate the legal relationship that occurs between developers and housing residents during the process of buying and selling houses starting from the binding agreement for the sale and purchase of houses until the house is occupied. Furthermore, this study discusses the liability of developers and housing residents in the event of default or unlawful acts. The policy of shutting down clean water supply carried out by developers to residents is often not only related to the failure to pay Environmental Management Dues (IPL) bills which are combined with water bills, but also often associated with other things as an effort to suppress housing residents. From a legal perspective, the developer's actions can be categorized as unlawful. On the other hand, housing residents who are dissatisfied with the developer's services choose not to pay (IPL), where from the developer's perspective, the resident's actions are in default. This study will examine legal relations and legal resolution solutions related to conflicts over Environmental Management Dues between Developers and Housing Residents.

Keyword: Legal Relationship; Liability; Environmental Management Dues.

INTRODUCTION

The need for housing continues to increase due to limited land in the city and the growing population. Land and house prices are rising significantly year after year. Supported by higher economic growth, real estate has become a promising industry. The house no longer functions as a place of residence, but also becomes a means of investment.

Various regulations have been launched by the government to cooperate with the private sector to be willing to be involved in providing the increasing demand for property. Housing developers compete to offer a variety of residential products according to the market segment they target, especially for luxury housing developers who offer various facilities for their residents. Various facilities are offered to prospective buyers, ranging from the provision of clean water treatment facilities independently, underground cable networks, 24-hour security personnel, swimming pools, modern markets, and various other public facilities, which are managed under the auspices of Housing Estate Management.

For the middle to upper home market segment, the decision to buy a house is not always based on need, but sometimes based on the intention to invest. In this segment,

consumers are usually considered not too sensitive to the amount of monthly costs that must be incurred for environmental maintenance. This fee is called the Environmental Management Dues (IPL), which is levied by the Housing Management with a monthly bill that becomes one with the clean water bill. The amount of IPL varies depending on the size of the land area and buildings owned by residents.

The beginning of the transaction between Housing buyers (consumers) and developers (business actors) are marked by a Sale and Purchase Binding Agreement (PPJB) which basically states the agreement of both parties to sell and buy houses with certain conditions. In PPJB, there is usually a clause relating to environmental management in residential areas, where the Developer will act as the manager (Subekti, n.d.).

The sound clause in the Sale and Purchase Binding Agreement (PPJB) usually states: *"With the signing of this PPJB, the buyer gives irrevocable rights to the developer to manage the environment of this residential area."*(Tisye Erlina Yunus, 2009)

Legal problems will arise when residents are not satisfied with the services of the Developer. One of the conflicts that often occurs between developers and residents is caused by the issue of increasing Environmental Management Dues (IPL) which is decided unilaterally by Housing Management. When residents' objections are not responded to properly, conflicts arise which eventually lead to the termination of clean water supply to residents' homes. As a result of continuing disputes, it is not uncommon to eventually roll over to the legal process to court.

Problem Formulation

1. How is the Legal Relationship between Developers and Housing Residents?
2. What is the liabilities of each party in the event of Default or Unlawful Act?

METHOD

Normative legal research is a type of research that uses a descriptive and analytical approach to describe and analyze the problem being discussed. In this study, two approaches were used to discuss the problem, namely the conceptual approach and the legislative approach. The type of data used for this study is secondary data, which consists of primary and secondary legal materials.

The three legal materials used in this study consist of primary legal materials of laws and regulations, in the form of, among others: the Civil Code and the Consumer Protection Law. Tertiary law materials obtained via the internet as well as articles and journals written on contract law are secondary legal materials.

The method of analysis of descriptive legal materials is used because liability for default or unlawful acts in Indonesia requires in-depth and thorough explanation. The author explains the definition, sound of the article, and doctrine on the issues raised after completing the research. After a systematic flow of discussion is applied, the legal materials found in this study are described in depth and analyzed thoroughly related to liability for default or unlawful acts in Indonesia.

RESULTS AND DISCUSSION

Legal relationship between developers and residential residents

Legal Relationship (*rechtsverhouding)* is a relationship that occurs between two or more legal subjects. Peter Mahmud Marzuki and L.J. Van Apeldoorn both stated, that Legal relations are those that are subject to the rules of law, that is, a type of relationship that arises from the customs of society in which there are differences in rights and obligations. L.J. Van Apeldoorn also explained that every relationship always has two aspects, namely covering the aspect of rights and aspects of obligations.(Teguh Wiyono, Agus Nugroho, 2019)

Furthermore, according to R. Soeroso, legal relations consist of two or more legal subjects where the rights and obligations of one party conflict with the rights and obligations of the other party. There are three characteristics of legal relations, namely: there are parties whose rights and obligations face each other; there are objects that apply according to rights and obligations; and there is a relationship between the owner of the right and the developer of the obligation or there is a relationship to the object concerned.

Based on the perspective of the position / position of legal subjects, legal relations are divided into:

1. Equal (*nebeneider*) legal relations, for example: in civil law, international law, and law between states
2. Unequal legal relations *(nacheinander),* for example: in family law (between parent and child) and state law (between ruler and citizen) .

Then based on the perspective of the nature of the relationship, the legal relationship is divided into:

1. A reciprocal legal relationship, in which the parties concerned have their own rights and obligations.
2. Legal relations are unequal, in which one party has only rights, while the other party has only obligations.

While according to type, R. Soeroso divided into three kinds of legal relations as follows:

1. One-sided legal relations or *eenzijdige rechtsbetrekkigen*, in which only one party to this legal relationship has rights, while the other party has only obligations. One example is the engagement relationship according to Article 1234 of the Civil Code, which states that an engagement is intended to give something, to do something, or not to do something.
2. The legal relationship is two-sided or *tweezijdige rechtsbetrekinge*, in which the parties have their respective rights and obligations in this legal relationship. One example is a sale and purchase agreement as stipulated in Article 1457 of the Civil Code, where both parties must deliver the goods, while the other party pays the agreed price.
3. Legal relations between different legal subjects (as in property rights *eigendomsrecht)* An example can be found in Article 570 of the Civil Code, which states that landowners have the right to enjoy the proceeds of their land as long as they do not violate the provisions stipulated in the law. In addition, the owner also has the right to transfer his land. However, other subjects of law must recognize ownership of land and the right to enjoy or take advantage of the land. (Teguh Wiyono, Agus Nugroho, 2019)

Based on the explanation above, the legal relationship between Developers and Housing Residents has characteristics: **equal, reciprocal, and two-faceted**.

The contractual legal relationship between Consumers and Developers generally begins with the signing of the Sale and Purchase Binding Agreement (PPJB). It contains all matters concerning the rights and obligations of the Developer, as well as from the Consumer.(Subekti, n.d.). One of the clauses in PPJB is regarding environmental management cost commonly called Environmental Management Dues (IPL), which is the obligation of Citizens to pay regularly with a value determined by the Housing Developer.

The term treaty comes from the Dutch, "*overeenkomst"*, or "*contract"* or "*Agreement*" in English. In Article 1313 of the Civil Code it is stated that "*A covenant is an act by which one or more persons bind themselves to one or more others*."(S, 2010) Treaty law is law made because one party binds himself to another party or because someone promises someone to do something. In this case, both parties are considered to have agreed to enter into an agreement without any coercion or unilateral decision.

The conditions for the validity of an agreement are stated in Article 1320 of the Civil Code, namely:(Subekti, 1963)

a. There is an agreement between the two parties

Article 1320 paragraph (1) of the Civil Code states that what is meant by agreement is the correspondence of the statement of will between one party and another. Usually in buying and selling houses, essential elements, naturalia, and action are included about the object of buying and selling, as well as arrangements after the house is handed over.

b. Ability to perform legal acts.

Legal acts are actions that will cause legal consequences. When looking at the Civil Code, it is stated that everyone is competent to make agreements, except for people who according to law are declared incompetent. A person who is able to perform legal acts is an adult, where the measure of maturity is having reached the age of 21 years and or has married.

c. A certain thing:

As for what is meant by a certain thing or object *(eenbepaald onderwerp*) in Article 1320 of the Civil Code condition 3, is an achievement that is the subject of a certain agreement. The achievement must be measurable, permissible, doable, and financially assessable. Achievement is what the debtor owes and what the creditor is entitled to. This achievement consists of positive and negative deeds. What is meant by achievement according to Article 1234 of the Civil Code consists of: (1) giving something, (2) doing something, and (3) not doing something.

d. The existence of legitimate cause (*halal*)

Although article 1320 of the Civil Code does not explain the definition of legitimate causa (*orzaak*), Article 1337 of the Civil Code explains the definition of prohibited causa, where a cause can be interpreted as forbidden if it is contrary to the Law, decency, and public order. Although the term "halal" does not mean "haram" in law, it does mean that the content of an agreement does not contradict laws and regulations.

In addition to the legal terms of the agreement, the relationship between Consumer and Housing Management is based on four principles, namely the Principle of Freedom of Contract, the Principle of Consensualism, the Principle of Pacta Sunt Servanda, and the Principle of Good Faith.(Gumanti, 2012)

a. Principle of Freedom of Contract

Article 1338 of the Civil Code demonstrates this principle. The parties are given the freedom to: (1) make or not enter into agreements; (2) enter into an agreement with anyone; (3) determine the content, implementation, and terms of the agreement; and (4) determine whether the agreement is written or oral. Thus, Book III, which governs these engagements, adheres to an open system because it guarantees the freedom of individuals in making agreements. (Pratiwi &; Sutinah, 2015)

b. The Principle of Consensualism

Consensus has the meaning of "general agreement". Article 1320 paragraph (1) of the Civil Code regulates the "principle of consensualism" as the legal basis of the agreement. That is, the agreement of the other party limits the freedom of a party to determine the content of the contract. Based on this principle, it is understood that the source of contractual obligations is the agreement of the contracting parties, also known as the meeting of the will of the contracting parties in the context of formalities, while the wedge matters will usually be discussed later after the transaction has occurred.

Article 1338 of the Civil Code establishes consensualism as the legal basis of the contract, and Article 1320 of the Civil Code establishes agreement for the party binding himself as the legal basis for the contract.

c. Pacta Sunt Servanda Principles

According to this principle, the agreement made by the parties is as binding as the law for the parties making it. With the emergence of promises, the parties have the desire to achieve each other and bind themselves. Once the parties reach an agreement,

the agreement has binding force like a law *(pacta sunt servanda*). This is not only a moral obligation but also a legal obligation that must be fulfilled.

d. Principles of Good Faith

Article 1338 of the Civil Code paragraph (3) states that the agreement must be executed in good faith, which means that the seller and buyer must carry out the subject matter of the agreement based on good faith, confidence, and trust. Based on the meaning of good faith in the agreement, the most important element is honesty. The honesty of the parties to the agreement includes honesty about their identity and their will and purpose. This is very important when making agreements, because dishonesty of one party can result in losses for the other. (Sigit Irianto, 2020)

Based on Article 1233 of the Civil Code, every engagement can be born, either by agreement or by law. A legal relationship based on an agreement is different from a legal relationship based on legislation. The legal consequences of an engagement derived from the agreement are indeed desired by the parties concerned because the agreement is made based on an consencus, namely an agreement between the parties. On the other hand, the legal consequences of an engagement derived from the law may not be desired by the parties, because the legal relationship and its legal consequences have been determined by law, both legal provisions contained in the Civil Code and legal norms spread outside the Civil Code which are public law, but the regulation is civil (Muhammad Anies, 2016)

Defective Forms of Legal Relations of the Will

The term "defect of will", relating to the agreement in the agreement, is often used in Article 1321 of the Civil Code. Influential factors in the agreement cannot be separated from the will of the parties, and these factors will determine whether one of the parties can cancel the agreement (Widia &; Budiartha, 2022). Article 1321 of the Civil Code has always been considered as material that can lead to the cancellation of the agreement. This happens even without understanding what is meant by a defect of will.

The Civil Code discusses material defects of will in Articles 1321 – 1327 of the Civil Code. The arrangement begins with its understanding and variations, as well as the things that cause disagreement. Abuse of circumstances (*Undue Influence*) arising from jurisprudence causes the material to flourish (Sigit Irianto, 2020)

The definition of no agreement as referred to in Article 1321 of the Civil Code, there are several types, for example: Defect of will (H.F.A Vollmar); Flawed will (M. Yahya Harahap); Defects in agreement (R. Subject); Coercion of the will (Richard Simanjuntak); Free will as the first condition for a legitimate covenant is considered non-existent (R. Subject); and so on. The majority of jurists use the word defect, either combined with the word "will" or with the word "agree".

The Big Indonesian Dictionary states that the word "defect" etymologically means: Deficiencies that cause the value or quality to be less good or less perfect; abrasions that cause the condition to be less good (less than perfect); c*ela*; disgrace; not (less) perfect.(Sukananda &; Mudiparwanto, 2020)

Agreements made by mistake or obtained by force or fraud are invalid, according to Article 1321 of the Civil Code. . The result is that the agreement does not meet the elements of subjective requirements number 1 and 2 of Article 1320 of the Civil Code, namely the agreement and competence of the parties.

Oversight (*dwaling, mistake*).

The Civil Code limits what is meant by error is an error that concerns the fault of goods (*error in substancia)* and fault of person *(error in persona)*.

The Big Dictionary Indonesian defines that what is meant by error is an unintentional error or mistake.(KBBI, 2024) In other words, one's intention and intent in making a covenant is actually good intentions.

The essence of things is to include tangible objects and intangible objects. Examples from *error in substantia* For example, intending to buy antiques turned out to be not antiques, while *error in persona* is to buy Affandi's paintings but it turns out to be a Effendi's painting. (Subekti, 1963)

In addition to the fact that there must be the nature of an object in error, the conditions of error must also meet the following elements: 1). It can be known, meaning that the opposite party knows or should know as a normal human being that there has been an error. 2) It is forgivable, that is, an oversight cannot be apologized if the person who asked for it is based on his stupidity. Errors can only occur at the time the agreement is made, or that has already occurred, and not at a later date.

Coercion *(dwang)*

In a broad sense coercion includes verbal and physical threats, but what is meant here is not coercion in the absolute sense, in which case the agreement does not occur at all alias null and void. The person who is under threat is not free in will, so his agreement can be canceled. A person who is under physical pressure, such as having his hands held by a stronger person in order to sign a debt acknowledgment, is null and void.(Hermansyah, 2021)

Using threatening tools is not allowed, but threats with legal remedies are permissible as long as the purpose is not to harm the person being coerced, then it is still acceptable. For example, A will cancel his agreement if B breaks his promise. In addition, third parties can also exert pressure on one of the parties in accordance with article 1323 of the Civil Code.

Fraud (*bedrog)*

An agreement entered into because of an element of fraud (deception) may be canceled (Laksmi Anindita &; Fajrinita Sitanggang, 2022). What is meant by fraud is a lie to misrepresent with the intention of obtaining personal gain. In contrast to coercion, where in coercion a person is aware that his will is unwilling, but he cannot resist, while in deception and error his will is erroneous. Deception is done deliberately in order to influence the opposing party to the wrong purpose or to have a wrong picture. Deception is not only a lie, but also a deception with every attempt of reason, using words or silence to make people erroneous in will. If there is fraud, the party requesting to cancel the agreement must show that the fraud resulted in agreement, by way of showing or proving that an agreement occurred on the basis of fraud.

In essence, there must be a causal relationship between the deception and the occurrence of the agreement. Without a causality relationship, the deceived party cannot demand the cancellation of the agreement. In the event of fraud, for the deceived party there are two possibilities: 1) Request cancellation of the agreement, or 2) Sue the fraudster on the basis of unlawful conduct based on the Jurisprudence H.R. of December 16, 1932.

Abuse of Circumstances (*Misbruik van Omstandigheden/undue influence*)

The legal doctrine that was previously known only based on the analogy of oversight, coercion, and fraud, in its development also developed the doctrine of abuse of circumstances. According to the doctrine of abuse of circumstances, when an agreement is made because there is a weakness or unequal relationship between the parties, the stronger party takes advantage of the weakness of the opposite party so that the weaker party cannot reject the agreement. The result of the abuse of circumstances is that the agreement in question is not made with the free will of both parties violating the first condition of validity

of the agreement contained in Article 1320 of the Civil Code, namely the agreement between the parties. As a result, agreements made with abuse of circumstances may be canceled.

Hoge Raad's 1957 ruling—in the BOVAG arrest II-HR case dated January 11, 1957 on abuse of economic advantage—first revealed this teaching (Izzati, 2021), essentially stating that with respect to the specific influences that occur at the time of making consent, consent may not have a valid reason. In this case, the aggrieved party experiences an unequal burden due to the pressure of the situation and conditions abused by the opposing party. Taking that into account, Hoge Raad admitted that the reason for the cancellation of the agreement was Abuse of Circumstances (Misbruik van Omstandigheden).

There are two conditions that must be met in order for abuse of circumstances in the agreement to be considered to exist. namely: 1. Harm the counterparty to the agreement; or 2. The abuse of the state itself is carried out by the stronger party, so that the one party as a result of the abuse of the opposing party's circumstances is in a situation and condition that allows consent. (Clarins, 2021)

After being marked with Arrest Bovag III. HR Feb. 26, 1960, NJ. 1965,373, the doctrine of abuse of circumstances became the basis for the annulment of treaties in the Netherlands.

It is possible that a covenant may contain teachings of oversight, coercion, fraud, and abuse of circumstances at the same time.

In Book III of the Dutch Nieuw Burgerlijk Wetboek, article 44, paragraph one, mentions four conditions necessary for the abuse of circumstances:

1. Special circumstances (*bijzondere onstandigheden*), such as emergencies, dependence, carelessness, an insane soul, and lack of experience
2. Real thing (*kenbaarheid*), where it is required that one party is aware or should have realized that the other party under certain circumstances has a desire (heart) to agree to a deed of agreement.
3. Abuse (*misbruik*), where one party has fulfilled the contents of an agreement, even though he or she knows he should not do so.
4. Causality relationship *(causal verband*), in which without abuse of circumstances, the agreement is not approved.

Privileged circumstances mean that one of the parties must have an advantage, such as financial superiority or power. The condition in which the weaker party depends on the stronger party is known as "dependence", because it loses in terms of *bargaining position*. The following factors indicate misuse of financial gain: the promised terms are unreasonable, inappropriate, or inhumane (*onredelyke contractsvoorwarden* or *unfair contrac-terms)*; counterparties of the transaction are under pressure (*dwang positie*); There are circumstances in which the opposing party has no other choice but to enter into an *aquo* agreement on onerous terms. The value of the results of the agreement is very unbalanced when compared to the mutual performance of each party.

Regarding the real thing (*kenbaarheid*), it is required that due to a special circumstance finally make the other party forcefully agree to the agreement.

The fulfillment of the abuse condition (*misbruik*) is when the opposing party executes an agreement, even though it knows or should understand that it should not do so. In other words, the weaker party realizes that they have agreed to the agreement because they are forced and dependent on the stronger party; Under normal circumstances, they would not agree to it.

While the condition of causality is reached when there is a *causal relationship* between the agreement given and the abuse of circumstances; in other words, the weak party's agreement to enter into an agreement is the result of an abuse of circumstances, which leaves it with no alternative but to make an agreement.

Abuse of circumstances is a new development in Indonesian jurisprudence as a reason for cancellation of the agreement apart from the violation of the requirements of the parties' ability to make the agreement, threats, fraud, and oversight (Sigit Irianto, 2020)

Due to the abuse of circumstances, the principle of consensualism stipulated in Article 1338 of the Civil Code has been violated. As a result, the agreement concluded by the parties becomes flawed, which results in circumstances that can invalidate the agreement as stipulated in Article 1321 of the Civil Code. Ideally among the parties to the agreement should be in an equal position, fair, not under pressure, and without relationship inequality. Relationship imbalance can cause legal relations bound through agreements between Citizens and Housing Developers to be canceled.

Responsibility of developers and residents of housing in case of default or unlawful acts Civil Settlement

Between Housing Developers and Consumers (Citizens) are bound in a legal relationship which results in the emergence of their respective rights and obligations. Housing Developers have the obligation to maintain infrastructure, facilities, and utilities in the residential environment, while the right of Housing Management is to collect Environmental Management Dues (IPL) from housing consumers. On the other hand, consumers are obliged to pay IPL, so that they are still entitled to enjoy comfort in their residential environment. The relationship between the two can be described as a relationship of mutual need (mutualism symbiosis).

In disputes with Developers, the legal facts stated by the Citizen Party (Consumer) are generally as follows:

1. The Sale and Purchase Binding Agreement usually contains standard clauses made by the Developer. For consumers, the opportunity to negotiate the contents of PPJB is very rare. As is well known, standard clauses is a violation of statutory provisions (Article 18 of the Law).
2. In the PPJB made by the Developer there is a clause regarding the rights and obligations of Consumers. Consumer obligations regarding residential environment regulations are associated with IPL which must be paid monthly to the Developer. Failure to pay IPL has the consequence of cutting off the supply of clean water to the homes of Residents / Consumers by the Housing Management. The problem is what is the basis for uniting the Environmental Management Fee bill with the water bill? If consumers are late paying PAM bills, it is easy to understand the consequences are the disconnection of clean water lines. But if the reason consumers do not pay IPL is because they do not agree with the magnitude of the increase, why should the supply of clean water be stopped?

The management of the residential environment is the responsibility of the Developer as agreed from the beginning and stated in the PPJB. Residents are obliged to fulfill achievements by paying IPL whose amount is determined by the Developer. On the other hand, the demand that the increase in the IPL amount not be determined unilaterally is not excessive. The disconnection of clean water supply and / or sealing of electricity meters carried out by Housing Developers under the pretext that Residents do not pay IPL can actually be classified as Unlawful Acts, because it is contrary to basic human needs.

Between Default and Unlawful Act, both have tangent points that can be described below.

The similarities are:

1. Require legal action
2. There are losses suffered by others, because of these legal actions.
3. There is a causal relationship between the actions done and the losses suffered by others.

The differences are:

1. Default liability arises from the engagement agreement, while tort liability (*onrechtmatige daad)* arises from the engagement due to law.
2. End of default is the performance of performance, either with or without damages, costs, and interest. While unlawful acts are restoration of circumstances and compensation.
3. Default is when an achievement is not performed or not fulfilled in accordance with the agreement, done but late, not in accordance with the agreement, or not done at all. However, unlawful acts can be in the form of violating the perpetrator's legal obligations, the subjective rights of others, or decency, thoroughness, and prudence. (Khoidin, 2020)

Settlement outside the Provisions of the Civil Code

As stated earlier, that a legal relationship based on an agreement is different from a legal relationship based on legislation. The legal consequences of an engagement derived from the agreement are indeed desired by the parties concerned because the agreement is made based on an agreement, namely an agreement between the parties making the agreement. On the other hand, the legal consequences of an engagement originating from the law may not be desired by the parties, because the legal relationship and its legal consequences have been determined by law, both legal provisions contained in the Civil Code and legal norms spread outside the Civil Code which are public law, but the regulation is civil in nature. One of the legal norms that regulates legal relations outside the provisions of the Civil Code is the legal norm regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). (Febry Chrisdanty, 2020)

In the relationship between Developers and Citizens, Article 7 of Law Number 8 of 1999 concerning Consumer Protection regulates the responsibility of developers as business actors (President of the Republic of Indonesia, 1999), including: 1) Have good faith in carrying out its business activities; 2) Provide true, clear, and honest information about the condition and warranty of goods or services, as well as explanations of use, repair, and maintenance; 3) Treat and serve customers fairly, honestly, and non-discriminatory;

Article 6 of Law Number 8 of 1999 concerning Consumer Protection regulates the rights of business actors as follows: 1) The right to receive payment in accordance with the agreement regarding the conditions and exchange rate of goods and/or services traded; 2) The right to legal protection from consumer actions in bad faith; 3) The right to conduct appropriate defenses in the settlement of consumer disputes; and 4) The right to repair their reputation where it is legally proven that consumer losses were not caused by the goods and/or services traded; 5) Rights stipulated in the provisions of other laws and regulations.

Article 5 of the Consumer Protection Law regulates the obligations of consumers. Consumer obligations include: 1) Learning or following instructions on how to use or utilize goods and/or services for security and safety; 2) Good faith when making goods and/or services purchase transactions; 3) Pay according to the exchange rate agreed when purchasing goods and/or services; and 4) Follow legal resolution efforts of consumer protection disputes appropriately.

Article 4 of Law No. 8/1999 states that consumers not only have obligations, but also have the following rights: 1) The right to obtain true, clear, and honest information about the conditions and guarantees of goods or services; 2) The right to be heard from their opinions and complaints about the goods or services they use; 3) The right to advocacy, protection, and efforts to resolve disputes in a fair and honest manner; and 4) The right to be treated or served in a truthful, honest, and non-discriminatory manner (Sutanto, 2008).

Regarding the amount of IPL, which in PPJB is the right of the Developer to determine unilaterally, it is actually contrary to the provisions of Article 18 paragraph (1) letter g of Law No. 8 of 1999 which states: *"Business actors in offering goods and/or services intended for trade are prohibited from making or including standard clauses in each document and/or agreement if: g. declare the consumer's submission to regulations in the form of new,*

additional, continued and/or further changes made unilaterally by business actors during the period when consumers utilize the services they purchase"

There are two options for consumer dispute resolution, namely through litigation or through non-litigation. The way of non-litigation out of court is to reach an agreement that is most beneficial to each party. Non-litigation settlement regulated in Law Number 8 of 1999 concerning Consumer Protection is through the Consumer Dispute Settlement Agency (BPSK) which is the body in charge of handling and resolving disputes between business actors and consumers in accordance with the law. (Febry Chrisdanty, 2020)

BPSK is an independent public institution established by the government. It consists of three elements representing related parties, namely consumers, business actors, and the government, which functions as an intermediary party to ensure equality of position between consumers and business actors. Dispute resolution carried out at BPSK through 3 (three) ways, namely:

a. Conciliation is a method that can be chosen by the parties, namely the complainant (consumer) and the accused (business actor). The BPSK panel is responsible for bringing together and directing the hearing without going too deep into the topic of the case. Decisions are determined or approved by consumers and business actors.
b. Mediation is almost the same approach as conciliation, but the people who are active in the trial are not just consumers and business actors. In the process of reaching an agreement of the parties, the BPSK Assembly will also be involved.
c. Arbitration, differs from the previous two methods. The arbitrator will be selected by agreement of the parties, and then the BPSK panel will accept all the results of the arbitrary examination and decision.

The BPSK Assembly has only 21 (twenty-one) working days to hear and resolve consumer cases. In accordance with article 54 paragraph 3 of the Consumer Protection Law, the decision of the BPSK panel is final and binding. This means that decisions made by the BPSK Assembly cannot be revoked in any other way. However, if either party feels unable to accept the decision, they can file a lawsuit with the court as another legal step (Febry Chrisdanty, 2020)

For litigation settlement, there are 2 (two) types of sanctions stipulated in accordance with Law No. 8 of 1999 concerning Consumer Protection, where in the case of Environmental Management Dues have two possibilities as follows:

1. Civil Sanctions

   By law, the standard clause of PPJB that allows developers to unilaterally determine the amount of environmental management dues is invalid or null and void

   In accordance with article 18 (3) of Law Number 8 of 1999 concerning Consumer Protection, it is stated thus: *Every standard clause that has been determined by business actors in documents or agreements that meet the provisions as referred to in paragraph (1) and paragraph (2) is declared null and void.*
2. Criminal Sanctions

   The Consumer Protection Law threatens criminal sanctions for violators of the provisions of Article 62 paragraph (1) as stated as follows: *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 imprisonment of 5 (five) years or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah).*

CONCLUSION

Between the Housing Management and Residents have a legal relationship since the signing of the Sale and Purchase Binding Agreement with equal (*nebeneider)*, reciprocal, and two-sided characteristics. Referring to Article 1338 of the Civil Code, PPJB should be

binding on both parties and cannot be canceled without the consent of the other party, in which it states the obligation of residents to pay IPL regularly to the Housing Management. However, if there is an element of defective will, then it can be the basis for the buyer/resident/consumer to be able to apply for cancellation of the agreement

The developer's liability is not limited to civil matters, but also to public liability related to the Consumer Protection Law, which is in addition to civil liability. also has criminal threats.

If there is a conflict between the developer and residents regarding Environmental Management Dues, then the first step of the issue can be resolved through deliberation between the developer and residents to reach mutual agreement on the amount of dues and the mechanism for determining them.

If the above methods of deliberation cannot reach an agreement, there are several legal options: reporting to the Consumer Dispute Resolution Agency; submission of a Civil Lawsuit on the basis of Default or Unlawful Acts (PMH) to the competent court; or, as a last alternative, residents can hold the developer responsible for alleged criminal acts in accordance with Article 62 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection to the police.

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