

DOI: <https://doi.org/10.38035/jlph.v4i5>

Received: 15 June 2024, Revised: 1 July 2024, Publish: 3 July 2024

<https://creativecommons.org/licenses/by/4.0/>

Application of The Principle of Freedom of Contract In The Rusunawa Lease Agreement Between Residents Affected by Eviction of Jakarta (Case Study of Eviction Affected Residents Who Live In Rusunawa Rawa Bebek)

Marcella Azzahra¹, Ridha Wahyuni²

¹ Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta, Indonesia, cellaaacel.work@gmail.com

² Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta, Indonesia, wahyuniridha@upnvj.ac.id

Corresponding Author: cellaaacel.work@gmail.com

Abstract: This study aims to evaluate the implementation of the principle of freedom of contract in lease agreements involving residents displaced by eviction and to outline the legal measures available to these residents to prevent future evictions. The research employs an Empirical Juridical method and an analytical descriptive approach, incorporating a case study approach. The findings reveal that, while the principle of freedom of contract underpins agreements, it is not evident in the case of residents evicted from the Ciliwung river area and relocated to the Rawa Bebek flats. These residents are compelled to use a lease agreement method that does not reflect the principle of freedom of contract, forcing them to accept the terms imposed. From the perspective of the evicted residents, the principle of freedom of contract is absent in the lease agreement process. To address this, residents can pursue non-litigation measures such as mediation and negotiation, as well as litigation through the courts.

Keyword: Principles of Freedom of Contract, Eviction, Agreement, Leasehold.

INTRODUCTION

The constitutional right of citizens to adequate housing must be safeguarded by the state, as clearly stipulated in Article 28 H paragraph (1) of the 1945 Constitution. Under the framework of human rights, Article 40 of Law No. 39/1999 on Human Rights stipulates that, "Every individual is entitled to adequate housing and a decent standard of living." Based on these legal provisions, the right to adequate housing is highly correlated with the right to life where everyone must obtain protection to continue life through the provision of housing that is suitable for humanity, including the availability of housing relocation for residents affected by evictions due to the policy of structuring government assets for development. Based on data from the DKI Jakarta Public Housing and Settlement Areas Office, there are 42 locations of simple rental flats for residents affected by evictions in urban areas that have been relocated (DPRKP DKI Jakarta, 2024). In this instance, residents facing relocation are

required to leave their current homes and are subsequently offered new housing provided by the DKI Jakarta Provincial Government. This policy appears to aim at ensuring the affected residents' right to housing is upheld by the provincial authorities.

The measures taken by the DKI Jakarta Provincial Government appear to fall short of the expectations of the affected residents. The residents believed they would receive compensation and be able to keep it without cost. However, in reality, they do not receive direct compensation money. Instead, the government offers a leasing system for a specified period, with affordable rental compensation. This is what is considered quite burdensome for affected residents, considering that not all residents are able to pay rent due to decreased economic capacity due to eviction. Therefore, the relocation actually has an impact on economic conditions that are increasingly uncertain due to evictions. Based on information from Mr Agustinus Banea, one of the residents affected by the eviction from Bukit Duri who was relocated to Rawa Bebek, admitted that after he and his family were evicted, he was unable to pay the rent he received from the Government, this was due to economic limitations. As a result, in 2019, he had to default on his rent for 28 months (Hidayat, 2019).

Occupying what is provided by the Government is a choice that must be taken by affected residents because of the urgency considering that there are no other housing options after they were evicted. This condition is the only solution for affected residents, as there are no other options for the community to choose from. The affected residents were forced to choose to live in the lease method with the DKI Jakarta Provincial Government. However, a new problem arises, with the government's unilateral policy in drafting the clauses of the lease agreement, especially the imposition of rent and the lease period. In addition, residents affected by the eviction are also determined not to be the owners of the apartment units but only as tenants so that they have the obligation to pay rent every month.

This situation undoubtedly contradicts the freedom of contract principle upheld in contract law. According to this principle, neither party should impose a standard clause in an agreement. Instead, the agreement must be mutually decided by both parties, emerging from their free will and devoid of any coercion or conditions that compel the agreement to take place. In these conditions, it is very clear that the affected residents are not given room for negotiation to reach a mutual agreement in the lease agreement. This is as confessed by one of the residents of Rawa Bebek who is a resident affected by the eviction from Bukit Duri. He stated that "The agreement letter is already there from the government. There is no deliberation regarding compensation in the agreement letter. In the agreement letter there are only such things as location plans, building area, the rest we just need to sign and draw to get a unit." This is what causes residents as tenants to be forced to accept the lease clause that has been determined unilaterally by the government.

This situation can definitely lead to an imbalance of power in contract negotiations, where one party holds a dominant position and the other has little choice and is likely to be in a weaker state. This is what happened in the legal construction in the lease agreement to occupy Rawa Bebek between the evicted community and the local government.

Initially, the Rawa Bebek flat was built by the DKI Jakarta Provincial Government since 2015 which consists of six buildings with each having a height of six floors. Initially, it was built with some of the units provided by the government as a form of compensation for residents affected by the Ciliwung River Normalisation Program land vacancies in the Bukit Duri Village area (Soemarwi et al., 2020). The process of deciding the compensation for residents impacted by the Ciliwung River Normalisation Program in Bukit Duri's RW. 09, 10, 11, and 12 was conducted without considering public information disclosure or providing opportunities for public participation. In an interview, Mr A and Mrs. A mentioned that: "We were like being evicted by the mafia, there was (heavy equipment) beko suddenly. My family was suddenly evicted. Boro-boro get compensation". Therefore,

the author sees that there is actually a repressive action from the DKI Jakarta Provincial Government in carrying out evictions.

Evicting land without involving the community undeniably infringes on the Bukit Duri residents' right to security and goes against the rule of law principles. Additionally, the compensation policy, which offers affected families units in Rusunawa Rawa Bebek while requiring them to pay rent, clearly conflicts with the principle that relocation should ensure residents obtain a suitable place to live for their continued well-being, this is as stipulated in Article 40 of Law No.39 /1999 concerning Human Rights and Economic Rights. /1999 on Human Rights and Economic, Social and Cultural Rights, Article 11 of Law No. 11/2005 on the Covenant on Economic, Social and Cultural Rights (Soemarwi et al., 2020). So, when residents have lived in the previous area for a long time and then the land where they live is taken over by the state and then the residents' houses are demolished, it will certainly cause residents' rejection.

According to information from one of the residents interviewed, Mr B, he stated that "Those who live in the Rusunawa were forced to move to Rusunawa Rawa Bebek because of the normalisation of the river. Basically he and several other residents had no choice so they had to move to the rusunawa that had been determined by the government. We also did not receive compensation that was comparable to what we had before". This condition is enough to show that the community at that time was forced to agree to the lease agreement prepared by the government, including when they had to sign the lease agreement.

Based on information gathered, there are at least several considerations that make residents forced to agree to the agreement, including that they have no other choice of residence if they do not move to it, they hope that when they move to a new place and have a more supportive job, they also expect when they move to have more decent facilities and they hope that they will not pay because they do not get compensation for their land that they have occupied, but in reality, they have not received what they expected at the beginning, and they never imagined that they would have to pay rent for what they occupy while their source of livelihood is clearly increasingly unclear.

Given the problem described earlier, the author emphasizes the significance of researching these issues. To direct the study toward the subject at hand, the following problem statements are formulated: (1) In what ways does the implementation of the freedom of contract principle in the lease agreements of relocated residents at Rusunawa Rawa Bebek with the DKI Jakarta Provincial Government impact eviction processes?; (2) What legal steps can be taken by residents affected by eviction to protect their right to housing from potential eviction due to inability to pay rent?

Previous researchers have explored similar themes, recognizing that employment agreements must uphold the principle of contractual freedom, considered a fundamental and crucial value in the creation of agreements. This principle is seen as equitable for all involved parties and carries legal enforceability. Workers are presented with the option to either accept or decline such agreements, often referred to as "take it or leave it contracts." (Siswanta & Wulandari, 2022). Furthermore, Ridha Wahyuni's research on the implementation of land vacations without the maximum involvement of community participation, the involvement of security forces and the absence of a mechanism for handling economic, social and cultural impacts for affected residents, these conditions have the potential to cause human rights violations. This research investigates the entitlement to suitable housing within the context of human rights, and assesses the government's duty to safeguard housing rights for urban residents impacted by evictions (Wahyuni, 2022). Research indicates that the apartment sale and purchase binding agreement may be exploited, limiting the principle of balance. The findings reveal that economic disparities between developers and buyers lead to circumstances where developers, with stronger bargaining positions, craft agreements solely advantageous to themselves. This disparity

excludes buyers from influencing agreement terms, thus undermining the balance intended in apartment PPJB agreements. (Dalimunthe, 2021).

Based on the description of several studies that have been published above, it shows that the issues raised must have an element of novelty, so the researcher more specifically raises the issue of applying the principle of freedom of contract in a lease agreement for residents affected by eviction.

METHOD

This study employs empirical juridical research (socio-legal research), focusing on how normative legal provisions are enacted or implemented in response to specific legal occurrences within society (Waluyo, 2002). This research use a case-based methodology, wherein real-life instances from society are examined to analyze applicable legal norms or rules. Primary and secondary data serve as the research's foundational information sources (Ibrahim, 2007). Researchers gather data directly from the community under study using observation and interviews with various sources. Data collection involves directly interacting with the research subjects through fieldwork, comprising interviews and observations. Qualitative analysis is employed to analyze the collected data and address the research questions effectively.

RESULTS AND DISCUSSION

Application of the Freedom of Contract Principle in the Rawa Bebek Flat Lease Agreement between Residents Affected by Eviction and DKI Jakarta Provincial Government

The definition of a flat can be seen in Article 1 point 1 of Law Number 20 Year 2011 on Flats (hereinafter referred to as UURS). The article describes a flat as a multi-storey building within a functionally divided environment, both horizontally and vertically, with units that can be owned and used independently, particularly for residential purposes. These buildings include shared elements such as parts, objects, and land. In a flat building, there are both individual rights specific to the flat unit owner and joint rights covering the shared parts, objects, and land. The individual and separate right in a flat building is known as a flat unit, whereas the shared rights encompass the common parts, objects, and land. According to Article 17 of the UURS, flats can be constructed on land possessing Hak Milik, Hak Guna Bangunan, or Hak Pakai on State Land, and Hak Guna Bangunan or Hak Pakai under Management Rights. A flat unit, as defined in Article 1 point 3 of the UURS, refers to a residential unit designed for separate use, with its primary function being a residence and with access to public roads. Each individual flat unit is defined as a space enclosed by walls, columns, floors (as the lower limit), and ceilings (as the upper limit). Components of the building that belong to individual ownership include the living room, dining room, bedroom, kitchen, bathroom or toilet, laundry room, windows, and doors (Santoso, 2017).

Article 1313 of the Civil Code states that "an agreement is an act by which one or more people bind themselves to one other person". Based on these provisions, one can infer that an agreement involves multiple individuals legally committing themselves to one another through their actions. Meanwhile, the basis for the parties to bind themselves to each other in the agreement is due to the existence of a common goal or will (Wahyuni & Dalimunthe, 2022). This event gives rise to a legal bond between the two parties known as an engagement. Article 1548 of the Civil Code defines a lease as an agreement in which one party undertakes to grant another party the right to use an item or object for a specific duration in return for an agreed payment.

According to Subekti, leasing involves one party consenting to provide an item for use over a defined period, with the other party agreeing to pay a fixed fee at scheduled intervals for the duration of the arrangement (Subekti, 1975). The basis of the act of leasing is

an agreement for the parties using the consensual principle, which means that an agreement can be said to be valid and binding at the time of reaching an agreement. Flats can also be interpreted as flats whose residences can only be occupied by renting. People who want to live in flats in the area must first rent with permission from the manager of the Public Works Office of Housing and Settlement Areas UPT Rusunawa, this requires a lease agreement between the manager and prospective residents so that there is legal certainty for the parties.

As has been stated that the most important source of engagement is an agreement, because through an agreement the parties can make all kinds of agreements, in accordance with the principle of freedom of contract stated in book III of the Civil Code as stipulated in article 1338, freedom of contract entails more than just the ability to enter agreements; rather, agreements must adhere to specific conditions to be considered valid. (Alzamzami & Suryono, 2021).

The agreement must also fulfil the legal requirements of the agreement based on Article 1320 of the Civil Code, namely (1) an agreement for those who bind themselves; (2) the capacity of the parties to make an agreement; (3) a certain thing; and (4) a halal cause (causa). The first two conditions pertain to the parties involved, termed subjective requirements. Conversely, the third and fourth conditions, concerning the agreement's subject matter, are known as objective conditions.

The term "agreement" within a contract denotes the alignment or concurrence of intentions among the involved parties. Consent or approval (Toestemming) is granted when an individual genuinely desires the promised subject matter. A defect of intent can arise within an agreement under certain circumstances (Gumanti, 2012):

Initially, coercion (dwang) is a significant concern. It encompasses any unjust action or threat that restricts the parties' freedom of choice. Specifically, any act or threat that exploits one party's power to coerce the other into relinquishing their rights violates the law. This includes situations where authority or privilege is abused to intimidate or manipulate the other party.

Fraud, as defined, involves deceitful behavior. According to Article 1328 of the Civil Code, fraud constitutes grounds for nullifying an agreement. When fraud occurs, the deceived party gives a statement that aligns with their intent, but due to deception, their intent is intentionally directed towards something contrary to their true desires. Without fraud, the action would be valid. Fraud involves deliberately presenting a false image to the other party. Therefore, fraud encompasses not only false statements but also a web of deceitful actions and attitudes.

Thirdly, there is Misrepresentation or Misstatement (dwaling). In this scenario, one party or multiple parties hold an incorrect perception regarding the subject matter of the agreement. The second requirement for the validity of a contract under Article 1320 of the Civil Code pertains to the capacity to enter into an obligation (om eene verbintenis aan te gaan). Here, there is confusion in the terminology between "entering into" an obligation and a contract. By stating "enter into" an obligation and a contract, it implies an element of intentionality. This suggests applicability to contracts that are legal acts. Furthermore, since this element is integral to the validity of the contract, it cannot be applied to obligations arising solely from the law.

Article 1329 of the Civil Code outlines the overall capability of individuals, whereas Article 1330 delineates groups of individuals who are unable to engage in agreements. These groups encompass minors, persons under guardianship, and historically, married women (although the legal capacity of married women has been acknowledged since the adoption of Law No. 1 of 1974, Article 31, Paragraph 2) (Gumanti, 2012).

Based on Article 1381 BW, the obligation is terminated due to: (1) Payment; (2) Cash payment offer followed by storage or entrustment; (3) Renewal of debt; (4) Compensation;

(5) Mixing of debts; (6) Debt relief; (7) Destruction of goods owed; (8) Cancellation; (9) Application of void conditions; (10) Exhaustion of time (Wahidah, 2020).

Initially, the Rawa Bebek flat was intended for those affected by the eviction due to the DKI Regional Government's program to normalise the Ciliwung River to implement the program, the DKI Jakarta Provincial Government and the South Jakarta Administrative City Government relocated the affected residents as a form of compensation for the Ciliwung River Normalisation Program in the Bukit Duri Village area. However, the decision of the Governor of DKI Jakarta to move residents affected by the Bukit Duri eviction to Rusunawa Rawa Bebek was carried out without a clear legal basis.

The process of determining the form of compensation to residents affected by eviction for Ciliwung River Normalisation in Bukit Duri RW 09, 10, 11, and 12, has violated the sense of justice for Bukit Duri residents (Soemarwi et al., 2020). Exploiting situations extends beyond just shaping the agreement's contents; but can also occur during the making of the agreement because a party in a higher position can arbitrarily abuse the conditions of a party in a lower position (has no other choice) so that this condition of the weaker party does not have the freedom to express his will due to abuse by the party in a higher position so as to create an unfree situation.

Agreements that occur due to the abuse of the position of one of the parties will be contrary to the halal cause as stipulated in Article 1320 of the Civil Code regarding the valid requirements of the agreement. Furthermore, the exploitation of the terms within the agreement will significantly curtail or impede the parties' autonomy in entering into the agreement. Several legal principles form the bedrock of contract law. These foundational principles serve as the cornerstones of contract law, offering insight into the underlying rationale upon which contract law is built. One and other because of the fundamental nature of these things, the main principles are also said to be basic principles (Dalimunthe, 2021).

In non-neutral areas of law (areas of law that are closely related to religion and culture), legal norms can be found that can be returned to a principle. This means that legal regulations can ultimately be returned to these principles (Rokilah & Sulasno, 2021). Legal principles function as guidelines or orientation directions based on which the law can be carried out. These legal principles will not only be useful as guidelines when facing difficult cases, but also in terms of applying the rules.

When making an agreement, in addition to the legal requirements, there are also principles that must be applied by the parties, including the principle of *pacta sunt servanda*, the principle of legal certainty, the principle of trust, the principle of legal equality, the principle of consensualism, the principle of balance, the principle of good faith, the moral principle, the principle of freedom of contract, the principle of personality, the principle of protection, the principle of propriety, and the principle of custom. (Salim, 2017). The subjective conditions of agreement and capability allow for cancellation if either or both are unmet, wherein a party can request termination of the agreement, rendering it void. On the other hand, the objective conditions concerning a specific matter and a lawful cause dictate that if either condition is not fulfilled, the agreement is deemed invalid *ab initio*, implying that no agreement existed from the outset (Sari, 2019).

The principle of freedom of contract allows individuals the liberty to enter into agreements, whether governed by legal statutes or not. This freedom pertains to both the decision to engage in agreements and the specifics contained within them (Pancasakti, 2019). The principle of freedom of contract allows parties the liberty to either enter into or abstain from agreements, to determine the terms within those agreements, including their format whether written or oral—according to their own preferences and needs. (Rolaswati, 2012).

According to Subekti, in Indonesian law, the principle of freedom of contract encompasses several aspects: (1) the liberty to decide whether or not to enter into an agreement; (2) the autonomy to select the contracting party; (3) the discretion to define or

select the causa of the contract to be formed; (4) the authority to specify the subject matter of the contract; (5) the choice in determining the form of the contract; and (6) the option to accept or diverge from discretionary legal provisions. (Budiwati, 2015). The principle of freedom outlined in Book III of the Civil Code, as inferred from Article 1338 paragraph (1), stipulates that legally binding agreements are enforceable as laws between the parties involved. Article 1338 affirms that individuals have the liberty to enter into agreements, provided such agreements do not contravene legal statutes, public order, or moral standards. Based on the results of interviews with one of the residents affected by the eviction, Mrs C, admitted that when the agreement was made she was only presented with a "letter of agreement (sp), so inevitably she was forced to sign it because there was no other choice. besides that there was also a stressful condition where at that time it was secured by officers (Police, Satpol PP, TNI).

Referring to some of these conditions, it is clear that residents are in an unfree condition plus the condition of residents who have lost their homes. In this instance, when considering the viewpoint of residents impacted by eviction, the principle of freedom of contract was not observed during the creation of the rusunawa lease agreement between residents and the local government.

Legal Steps that Can Be Taken by Residents Affected by Eviction to Protect Their Right to Housing from Potential Eviction Again

Article 1321 of the Civil Code specifies that an agreement lacks validity if it is entered into due to mistake, coercion, or fraud. According to Article 1320 of the Civil Code, such circumstances violate the subjective conditions of the agreement, allowing either party to petition the court for its annulment. Book III of the Civil Code upholds the principle of contractual freedom (*beginsel der contractsvrijheid*). Any consensus reached between parties (freedom of contract) results in a binding agreement (*pacta sunt servanda*) enforceable by those involved, provided it does not contradict decency, propriety, or public interest. Consequently, instances of error, coercion, or fraud may serve as grounds for voiding the agreement.

In any agreement, there is always an expectation of achieving certain outcomes, which both parties are obligated to fulfill. If either party fails to meet their commitments or promises, it leads to a default situation. According to R. Saliman, default refers to a situation where a person fails to fulfill their obligations or neglects to carry out their responsibilities as outlined in the agreement between the creditor and the debtor. (Tingehe, 2022). Article 1238 of the Civil Code states that "a debtor can be considered negligent either through explicit warranty or similar agreements, or due to the intrinsic nature of the obligation itself, especially if the duration of the obligation makes the debtor negligent." According to Article 1238 of the Civil Code as stated, it becomes evident that there are two scenarios under which a person can be deemed negligent or in breach of promise: (1) when a specified time is stipulated in the agreement, yet the debtor fails to fulfill their obligations by the due date; and (2) when no specific time is designated, but after notification from the creditor, the debtor still fails to fulfill their obligations to the creditor.

The dispute process that can be pursued by people or groups in dispute can be done in two ways, namely: (1) Litigation, which is a process of resolving a dispute legally or through court channels; (2) Non-litigation, in which the process of resolving disputes is carried out by consultation, negotiation, mediation, conciliation, expert assessment (Septiadi, 2022).

In this case, the first legal step when there is a potential for eviction from the flat, residents can apply for mediation with the government, and the government needs to make negotiation efforts to find common ground, especially the inability of residents to pay rent because they do not have economic capacity. Because in this case, there are residents who did not get compensation money when the eviction of their residence was carried out, and

they had to start life again at or their new residence and in a state of rental status not their property rights of residents affected by the eviction, and if they had to be evicted again then they would not have a place to live when they should have obtained relocation land to continue their lives based on humanitarian considerations and fulfilment of economic, social and cultural rights.

In this situation, modifications can also be applied to the contract clauses agreed upon by the involved parties. According to Article 1338(2) of the Civil Code, changes to the contract's content generally require mutual agreement, except when legally permissible reasons apply. The guiding principles for modifying contracts are consensualism and good faith. However, there are limitations on altering contract clauses, particularly in cases where specific laws and regulations apply. For instance, in procurement contracts involving government entities, amendments must not only be agreed upon but also comply with applicable legal provisions.

Changes in the content of the contract through an addendum are considered to fulfil the validity, if the parties agree to several changes in the contract, if one party does not agree and feels disadvantaged then that party can object and there must be renegotiation between the parties to agree on the matters outlined in the agreement. This relates to the principle of contractual freedom, where both parties must consent to the terms discussed.

If these non-litigation legal efforts are not achieved, then residents affected by eviction can also file litigation legal steps through the courts. Parties who feel their rights have been violated can apply for cancellation of the agreement that has been made. The agreement will continue to be legally binding for the parties unless a judge cancels it upon the request of an entitled party. In this scenario, the agreement cannot be invalidated outright but must undergo a cancellation process through the Court. In this instance, residents facing eviction once more from Rusunawa can seek to void the agreement because the subjective requirements (mutual consent of the parties) have not been met, an essential requirement for the legality of any agreement. According to Article 1320 paragraph (1) of the Civil Code, an agreement's initial requirement for validity hinges on the voluntary consent of the parties involved, devoid of any form of coercion or external pressure, and must be based solely on their own volition.

After the agreement is cancelled based on a court decision, the residents can then file a lawsuit for compensation for the loss of housing due to eviction. This pertains to Article 5 of Law 2/2012 concerning Land Acquisition for Public Interest Development, which stipulates that landowners are required to release their land only after receiving compensation or upon the final legal decision from a court. Until such compensation is provided or a court decision with permanent legal authority is made, the landowner is not obligated to surrender their land.

Settlement actions undertaken by parties in case of default can also be categorized as a type of coercive legal recourse. This form arises from disputes that require resolution. The rights that can be sued by the creditor as stipulated in Article 1267 of the Civil Code are: a. Fulfilment of the agreement (nakoming); b. Compensation (vervangende vergoeding); c. Dissolution, termination, or cancellation of the agreement (ontbinding); d. Fulfilment of the agreement accompanied by complete compensation; e. Fulfilment of the agreement accompanied by complete compensation (nakoming anvvullend vergoeding); e. Dissolution of the agreement accompanied by complementary compensation (ontbinding vergoeding) (Aidi & Farida, 2019).

CONCLUSION

Agreements that occur due to abuse of circumstances or conditions of one of the parties will contradict the lawful cause regarding the valid requirements of the agreement. The freedom of contract principle grants individuals the autonomy to choose whether or not

they wish to engage in an agreement, and to negotiate the terms and conditions, including choosing whether the agreement should be in writing. However, in the case of the rusunawa lease agreement between Bukit Duri eviction-affected residents and the Jakarta Provincial Government, this principle has not been fully observed. Particularly, it was not adhered to during the drafting process of the rusunawa lease agreement between the residents and the local government. This is because some of the material content of the agreement is only determined by one party who is in a stronger position while the other party inevitably has to agree to it, this is also motivated by the condition of residents who cannot refuse.

The legal measures that can be pursued by residents to protect their rights to potential eviction from Rusunawa, including through litigation and non-litigation. In this case, residents facing eviction from Rusunawa can seek to void their agreement in court by arguing that the subjective requirements, such as mutual agreement between parties, were not fulfilled, rendering the agreement invalid. As well as non-litigation efforts in this case can also be negotiated and mediated regarding changes in the clauses in the contract that have been made by the parties.

REFERENCE

- Aidi, Z., & Farida, H. (2019). Perlindungan Hukum Para Pihak Dalam Perjanjian Waralaba Makanan. *JCH (Jurnal Cendekia Hukum)*, 4(2), 207–230.
- Alzamzami, J., & Suryono, L. J. (2021). Pelaksanaan Perjanjian Sewa Menyewa Rumah Susun dan Akibat Hukumnya dalam hal Terjadi Wanprestasi. *Media of Law and Sharia*, 2(3), 238–253.
- Budiwati, S. (2015). Asas Kebebasan Berkontrak Dalam Perspektif Pendekatan Filosofis. *Prosiding Seminar Nasional*.
- Dalimunthe, S. N. I. S. (2021). Penyalahgunaan Keadaan Dalam Perjanjian Pengikatan Jual Beli Apartemen Sebagai Pembatas Pemenuhan Azas Keseimbangan. *Jurnal Yuridis*, 8(2), 298–311.
- DPRKP DKI Jakarta. (2024). *Dinas Perumahan Rakyat dan Permukiman Provinsi DKI Jakarta*. <https://dprkp.jakarta.go.id/?cmd=product-rusunami>
- Gumanti, R. (2012). Syarat Sahnya Perjanjian (Ditinjau dari KUHPerdota). *Jurnal Pelangi Ilmu*, 5(01).
- Hidayat, A. A. N. (2019). *Cerita Warga Rumah Susun Rawa Bebek, Tunggakan Rusun Tak Terbayar*. Tempo. <https://metro.tempo.co/read/1242906/cerita-warga-rumah-susun-rawa-bebek-tunggakan-rusun-tak-terbayar>
- Ibrahim, J. (2007). Teori dan Metodologi Penelitian Hukum Normatif, cet III. *Malang: Bayumedia Publishing*.
- Pancasakti, H. (2019). *Syarat Sahnya Perjanjian Jul Beli Melalui Media Internet yang Dilakukan Oleh Anak Dibawah Umur*. Universitas Islam Indonesia. *Pasal 1320 Kitab Undang-Undang Hukup Perdata*. (n.d.).
- Rokilah, R., & Sulasno, S. (2021). Penerapan Asas Hukum Dalam Pembentukan Peraturan Perundang-Undangan. *Ajudikasi: Jurnal Ilmu Hukum*, 5(2), 179–190.
- Rolaswati, D. K. (2012). *Masalah Kontrak dalam Praktek Notaris*. UPN Veteran Jakarta.
- Salim. (2017). *Hukum Kontrak*. Sinar Grafika.
- Santoso, U. (2017). *Hak Atas Tanah, Hak Pengelolaan, dan Hak Milik Atas Satuan Rumah Susun*. Kencana.
- Sari, E. N. (2019). Telaah Terhadap Pemenuhan Syarat Subjektif Sahnya Suatu Perjanjian Di Dalam Transaksi Elektronik Yang Dilakukan Anak Di Bawah Umur. *Jurnal Poros Hukum Padjadjaran*, 1(1), 118–134.

- Septiadi, V. (2022). *Proses Sengketa Antropologi Hukum Dalam Pandangan Antropologi Hukum Para Ahli*.
- Siswanta, A. R. L., & Wulandari, M. M. (2022). Penerapan Asas Kebebasan Berkontrak Pada Perjanjian Baku Dalam Perjanjian Kerja. *Soedirman Law Review*, 4(4), 409–420.
- Soemarwi, V. W. S., Febrian, H., & Feran, K. (2020). *Politik Hukum Rusunawa dalam Penggusuran Paksa Warga Bukit Duri Studi Kasus Rusunawa Rawabebek*. Universitas Tarumanegara.
- Subekti. (1975). *Aneka Perjanjian*. Alumni.
- Tingehe, M. V. (2022). TINJAUAN YURIDIS WANPRESTASI TERHADAP PRAKTIK PERJANJIAN JUAL BELI IKAN SEGAR NELAYAN (studi di Pelabuhan Labuan Uki di Desa Labuan Uki Kecamatan Lolak Kabupaten Bolaang Mongondow Provinsi Sulawesi Utara). *LEX PRIVATUM*, 10(2).
- Undang-Undang Nomor 20 Tahun 2011 tentang Rumah Susun*. (n.d.).
- Wahidah, Z. (2020). Berakhirnya Perjanjian Perspektif Hukum Islam Dan Hukum Perdata. *Tahkim*, 3(2), 21–37.
- Wahyuni, R. (2022). Perlindungan Hak atas Tempat Tinggal yang Layak bagi Warga Terdampak Penggusuran. *Jurnal Indonesia Sosial Sains*, 3(04), 529–547.
- Wahyuni, R., & Dalimunthe, S. N. I. S. (2022). Kedudukan Hukum Perjanjian Di dalam Pendirian Perseroan Terbatas Berbentuk Badan Usaha Mikro dan Kecil Berdasarkan Undang-Undang Cipta Kerja. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan*, 6(1), 51–64.
- Waluyo, B. (2002). *Penelitian Hukum dalam Praktek*. Sinar Grafika.