

DEVELOPER RESPONSIBILITY IN PROVISION OF PUBLIC FACILITIES AND SOCIAL FACILITIES ACCORDING TO LAW NO 1 OF 2011 ON CONCERNING HOUSE AND RESIDENTIAL AREA

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ABSTRACT

Public facilities and social facilities are shared property that must be maintained and cared for properly so that they can always be used optimally for the long term. The purpose of this research is to know the responsibility given by the developer to the consumer in the provision of public facilities and social facilities. Knowing the legal protection provided by the government, knowing the settlement of default and law against developers. The obligations and responsibilities of housing developers are contained in Article 19 of Law No. 1 of 2011 which states that the administration of houses and housing is carried out to meet the needs of houses as one of the basic human needs for increasing and distributing welfare. people. Basically, the protection of consumer rights is carried out imperatively, by determining the responsibility imposed on business actors who violate Law no. 8/1999. In the settlement of consumer disputes in the housing sector, the litigating parties shall as far as possible end the dispute by way of peace, because after all the settlement of disputes by way of peace will bring benefits to both parties.

Keywords: Responsibility, Developer, Public Facilities, Social Facilities

Introduction

In Law No. 1 of 2011 on housing and settlements. "Housing is a collection of houses as part of urban and rural settlements equipped with infrastructure, facilities, and public utilities as a result of efforts to fulfill proper housing". Therefore, housing is one of the elements involved in the development of the region. One of the ideals of the struggle of Indonesia is the realization of a just and prosperous society based on Pancasila and the 1945 Constitution, in accordance with national development goals that embody both inner and outer prosperity for all Indonesian people fairly and equitably. The key elements for people's welfare is to fulfill the need for housing is a basic need for all Indonesian citizens and their families, in accordance status and dignity as human beings (Erwin Kallo, 2009). Various offers made by housing developers to market the products of its housing. Residential developers are individuals or companies that work to develop a residential area into housing that is livable and has economic value so that it can be sold to the public (R.Serfianto Dibyo Purnomo, 2011). The lack of clarity on the responsibility of a social facilities and public facilities to meet the needs of consumers resulted in the abandonment of the interests of consumers. And also the problem of the non-performance of the delivery of social facilities and public facilities by developers to local government resulted in the opportunity for developers or third parties to misuse the facility. Based on the explanation from the background above, the problems that I will discuss are:

1. How is the responsibility of the developer regarding the provision of public services and social facilities according to Law No. 1 of 2011 on housing and residential area?
2. What is the form of legal protection for consumers in the event of default by developers who do not provide public facilities and social facilities?
3. What are the legal consequences if there is a default by a developer who does not provide public facilities and social facilities?

In addition to the research mentioned above, the author hopes this research can achieve the following benefits:

1. Teorically :
 - a. As a contribution both to science in general and to law in particular;
 - b. Giving benefits so that it can become a reference for anyone who is in need on the future.
2. Practically :
 - a. In order to know the responsibilities given to developers to consumers in the provision of public and social facilities..
 - b. Provides knowledge and insight for readers or the general public especially in writing itself.

In this study, the author uses a normative juridical approach or also known as legal doctrinal research. In this normative research, it focuses on positive legal norms in the form of laws and regulations in Indonesia, or also laws that are conceptualized as rules or norms that are standards for human behavior that are considered appropriate. In this normative legal research the author conducts research on the principles, by knowing in advance the legal rules that have been stipulated by law.

Developer Responsibilities in Providing Social Utilities and Facilities

The term developer comes from a foreign language which according to the English dictionary means housing builder. Meanwhile, according to Article 5 paragraph 1 of the Regulation of the Minister of Home Affairs Number 5 of 1974 it is stated that the definition of a housing development company which can also be included in the definition of a developer is a housing company. a development company is a company engaged in the construction of housing with various types on a large area of land which will become a unified housing environment by combining environmental infrastructure and social facilities required by the

resident community. Article 134 of Law No. 1 of 2011 on Housing and Settlement states that every person prohibited from housing development that do not build housing in accordance with the criteria, specifications, requirements, infrastructure, facilities, and public utilities that have been agreed. So in this case, the seller is considered to be in default by not fulfilling his obligations in the mutual agreement sale and purchase agreement. Based on this article, the developer is obliged to implement the rules in accordance with the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities.

It is the responsibility of the developer to carry out work in accordance with what was agreed upon, in this case fulfilling the facilities (places of worship, canals / ditches, parks), infrastructure (roads and electricity), public utilities (security), as well as housing criteria in accordance with the basic specifications. In Law No. 1 of 2011 concerning Housing and Settlement Areas (Law No. 1 of 2011) housing developers are included in the category of organizing or developing housing and settlements where the management of houses and housing is carried out by the Government, Regional Governments and/or everyone to guarantees the right of every citizen to occupy, enjoy, and / or have a decent house in a healthy environment, safe, harmonious and orderly. Starting with the planning stage, at this stage include the location permit, planning permission, building permit, as well as how the status of the land where the social facilities are planned. Aspects of supervision at the planning stage when developers filed a building permit residential complex is the stage of the initial control. This control is expected to be in the development stage in accordance with what was proposed in accordance with the permit plan obtained.

Then proceed to the development stage where at this stage the land is matured and houses and facilities are built on it as stated in the approved project plan. At this stage, the role of the Regional Government in supervising the construction of housing and social facilities to comply with applicable standards and regulations is very large. The implementation of this supervision and control is carried out by the Public Works Service and related agencies on an ongoing basis so that violations of the construction of social facilities and public facilities can be avoided. The next stage is the submission stage. At this stage of this filing must comply with Minister Regulation No. 9 of 2009 on the Transfer Infrastructures, Facilities and Utilities of Housing and Settlements to local government. After the stage of handing over facilities, infrastructure, and public utilities from the developer to the local government, the developer is no longer responsible for their continuity, either financing or maintenance. All responsibility is fully on the part of the residents and the local government. Furthermore, if there are developers, private business entities and the public who wish to cooperate for the management of facilities that have been handed over to the Regional Government for the purpose of continuing their housing development, as regulated in Permendagri Article 22 paragraph (3) No. 9 of 2009 is required to repair and maintain these facilities so that the maintenance and funding of these facilities is the responsibility of the manager.

Liabilities producer-entrepreneurs to always acting in good faith in conducting its business activities according to Article 7 paragraph 1 of Law No. 8 of 1999 on Consumer Protection means that businesses take responsibility for creating a healthy business climate demimenujang national development. Obviously this is a public responsibility that is borne by businesses. Obligations and responsibilities of housing developers set out in Article 19 of Law No. 1 of 2011 stated that the implementation of residential housing and implemented to meet the needs of the home as one of the basic human needs for increased and equitable welfare. In Article 134 of Law No. 1 of 2011, said that "every person is prohibited to develop the housing, which does not build housing in accordance with the criteria, specifications, requirements, infrastructure, facilities, and public utility agreement. In buying and selling houses, there are at least 3 (three) parties who are related to each other, namely consumers, developers, and banks (credit providers). Obligation to provide housing facilities and infrastructure are also listed in Article 42 paragraph 1 Jo. Article 42 paragraph (2) of Law No. 1 of 2011 which states that a single house, terraced house or flat which is still in the development process can be marketed through a system of pre-sale and purchase agreement. A preliminary sale and purchase agreement is made after fulfilling the certainty requirements for:

- a) The ownership status of the land;
- b) Things that were agreed upon;
- c). Ownership of a permit to construct the building;
- d). Availability of infrastructure; and
- e). The construction of housing at least 20% (twenty percent) Based on the above description, it can be said that the provision of facilities and infrastructure for housing as one of housing and settlements is an obligation that should also be agreed upon by the builder/developer. In Article 134 of Law No. 1 of 2011, stipulates that every person prohibited from housing development that do not build housing in accordance with the criteria, specifications, requirements, infrastructure, facilities, and public utilities that have been agreed.

Basically, the housing organizers cannot be separated from the management of facilities. Based on article 20 paragraph 1 of Law No. 1 of 2011, the implementation includes:

- a. Housing planning
- b. Residential development
- c. housing control.

The housing in question includes houses or housing along with infrastructure, facilities and public utilities (article 20 paragraph 2 of Law No. 1 of 2011). This is also reaffirmed in Article 32 paragraph 1 of Law No. 1 of 2011, which says that housing development includes:

- a. construction of houses and infrastructure, facilities and public utilities,
- b. housing quality improvement

Governments have an important role in the implementation of housing laws and settlements. The role of the government is carried out through a coaching function in accordance with the state's responsibilities in the administration of housing and settlement areas. In its implementation, the supervision carried out by the government is carried out by a Minister who carries out government affairs in the housing and settlements sector at the national level, at the provincial governor level and regents/mayors at the district/city level (Andika Wijay, 2017). Many government programs are patchy and not obviously make its implementation

are not clear on the field. The government's vision to reduce the housing backlog was feared would not be achieved because the government has relatively grounded program with existing field conditions, he said. The problem of housing in urban areas, especially big cities, is an urban paradigm that has always been a scourge for the government. High land prices and limited land make it difficult for people to obtain decent housing. In a city development, like it or not, ready or not, people will be 'forced' to live in vertical housing.

Consumer Protection in the Event of Default By Developer Who do not Provide Public Facilities and Social Facilities

Consumer protection arises from the pre-transaction period, the transaction period, to the post-transaction period. The emergence of consumer protection in the pre transactions give rise to the right prospective customers and delivery obligation and responsibility of businesses to meet consumer rights. Article 129 (a) of Law No. 1 of 2011 on Housing and Area Settlement states that "In the implementation of housing and residential areas, everyone is entitled to occupy, enjoy, and / or have / acquire a decent house in a healthy environment, safe , harmonious, and orderly. From the wording of this article, it is clear that housing built by housing developers must caps a all the criteria set out in article 129 of Law No. 1 of 2011 on Housing and Regional Settlement, because this is absolutely the right of consumers and also the responsibility of businesses to keep it. In Article 50 of Law No. 1 of 2011 has been included that: (1) Everyone has the right to reside or inhabiting the house; (2) The right to inhabit the house can be in the form of ownership or rent or not by way of lease. The right to inhabit the house by means of property rights is certain that the occupants are the owners of the house, while to inhabit by way of rent or not by means of lease means occupying or enjoying someone else's house or before being able to own their own house (M.Yamin Lubis, 2013)

The rapid growth of Indonesia's population, which has implications for the increasing need for housing, is a positive side for property or housing business opportunities. A person or group can create a legal entity company, or an individual to build housing, with various modern names affixed, such as regency, cluster, and so on. Currently, many people/developers hunt for vacant land, then divide it into several plots, and then build houses. The problem is that housing development is sometimes not equipped with public facilities and social facilities. Whereas Law Number 1 of 2011 concerning Housing and Settlement Areas has detailed the rights and obligations of developers. This causes the quality of housing and buildings cannot be accounted for, both in terms of comfort and security. Especially when we relate to the aspect of fulfillment in terms of comfort. In fact, home buyers hope to occupy a building that is safe, long in the sense that it does not need heavy maintenance, and is comfortable.

Consumers pursuant to Act No. 1 of 2011 on Housing and Settlement Region are:

- a. The consumer who is harmed or the heirs concerned;
- b. Groups of consumers who have the same interests;
- c. Organization of non-governmental consumer protection that meets the requirements that are legal entities or foundations, which in its charter clearly stated that the purpose of its establishment is in the interests of consumer protection and has been carrying out activities in accordance with its articles of association;
- d. Government or institutions associated with the goods or services consumed or utilized resulting in great material loss or casualty bit.

In the rise of business activities, it is impossible to avoid disputes (disputel/difference) between the parties involved, where the implementation is carried out through a court process (litigation). This process takes a long time, but the reasons that often arise are choosing alternative solutions, namely because it reduces case bureaucracy, costs and time, so it is relatively faster with low costs, and is more able to maintain social harmony (social welfare) by developing a culture of deliberation. Based on Law No. 1 of 2011 on Housing and Settlements stated that housing is a collection of homes as part of the settlement, both urban and rural, are equipped with infrastructure, facilities, and public utilities as a result of efforts to comply with the houses livable. Settlement area is part of the environment outside of protected areas, whether in the form of an urban area or a rural area, which serves as a residential environment or residential environment and the ongoing activities supporting the livelihoods and livelihood (UU No.1 Tahun 2011 Tentang Perumahan dan Kawansan Permukiman). Consumers are the end users of goods/services for themselves or their families. And every person at one time in a single position / alone or in groups with other people, under any circumstances must be a consumer for a particular product or service (Sri Redjeki, 2000).

The seller's primary obligation is to deliver the goods and bear it. What is meant by bear here is the seller's obligation to bear or guarantee enjoyment, peace and bear or guarantee a sense of security. According to R. Subekti, the obligation to bear peace means that the seller is obliged to guarantee that the buyer will not be disturbed by other people in terms of wearing or using the goods he bought. For this obligation, the seller is responsible for all claims of third parties relating to the goods he sells (R.Subekti, 1984). In article 38 of Law no. 1 Year 2011 Housing and Settlement provides that the construction of flats, terraced houses and / or flats developed by typology, ecological, cultural, economic dynamics in each region, taking into account the factor of safety and security. Implementation of housing construction can be done by anyone, the Government and / or local governments, but to note that the construction of residential houses and shall be consistent with the Spatial Plan.

Especially for public houses, special houses and state houses, in accordance with the provisions of Article 39 of Law no. 1 of 2011 concerning Housing and Settlement Areas, the responsibility for its development lies with the Government and/or Regional Government. It's just that the construction of special houses and state houses is financed through the State Revenue and Expenditure Budget and/or Regional Revenue and Expenditure Budget, so that they become State/Regional property managed in accordance with the needs of the legislation. Normatively, developers or businesses responsible for providing compensation for damage, contamination, and or consumer losses due to consumption of goods or services produced or traded. Compensation can be either a refund or replacement of goods or services of equal value or equivalent, or health care or compensation in accordance with the provisions of the legislation in force (Article 19, paragraphs 1 and 2 of Law No. Consumer Protection Act). This provision is an attempt to provide protection to consumers. Thus it can be affirmed that if consumers suffer losses due to consumption of goods or services produced by businesses, then they are entitled to demand civil liability to businesses for damages. Likewise in property

transactions, when the consumer loss resulting in losses, the consumer is entitled to demand compensation for the losses to the housing developers are concerned.

Tort Law Due to Happen When The Developer

In Article 129 and Article 130 of Law Number 1 of 2011 concerning Housing and Settlement Areas. In the implementation of housing and residential areas, everyone has the right to occupy, enjoy, and/or own or obtain a decent house in a healthy, safe, harmonious and orderly environment;

- a. Carry out housing and settlement area development;
- b. obtain information related to the implementation of housing and settlement areas;
- c. obtain benefits from the implementation of housing and residential areas.

Criminally, a developer who produces housing that does not comply with the promise stated during the promotion can be reported on charges of violating Article 8 paragraph (1) letter f of Law Number 8 of 1999 concerning consumer protection:

"Businesses are prohibited from producing and / or trading goods and / or services that are not in accordance with the promises contained in the label, manners, information, advertising, or promotion of the sale of goods and / or services."

If the Developer does not build according to the brochure on the promotion and does not comply with the agreement. During the promotion, the brochure explained the specifications of the intact building and provided public facilities and social facilities such as main roads, ditches, playing fields, and places of worship. But in reality the situation on the spot was not built according to what was promised. Entrepreneurs who violate these provisions threatened with criminal sanctions not later than 5 years or a maximum fine of Rp. 2 Billion. The threat of sanctions is stipulated in Article 62 of the Consumer Protection Act. Another criminal sanctions for developers who build housing that does not meet the criteria, specifications, and requirements that have been agreed are also provided for in article 134 and article 151 of Law No. 1 of 2011 on housing and residential areas, the maximum fine of Rp. 5 Billion.

Article 134 of Law No. 1 of 2011 concerning housing and residential areas (Housing Law) reads:

"It is forbidden to carry out housing development that do not build housing in accordance with the criteria, specifications, requirements, infrastructure, facilities, and public utilities that have been agreed"

What is meant by "the agreed terms" in this article refers to the explanation of article 42 paragraph (2) letter b of Law No. 1 of 2011, namely the condition of houses built and sold to consumers, which are marketed through promotional media, including the location of the house, condition of land/lots, house shape, building specifications, house prices, infrastructure, facilities, housing public utility funds, other facilities, house handover time, and dispute resolution. Article 151 paragraph 1 of Law number 1 of 2011 concerning housing and residential areas (Housing Law) reads:

"Everyone who organizes housing construction, who does not build housing according to the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities as referred to in Article 134, shall be punished with a fine of not more than Rp. 5,000,000,000.00 (five billion rupiah)"

Article 151 paragraph 2 of Law number 1 of 2011 concerning housing and residential areas (Housing Law) reads:

"In addition to the punishment as referred to in paragraph (1), the perpetrator may be sentenced to additional punishment in the form of rebuilding the housing in accordance with the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities".

Business actors who violate consumer rights are subject to sanctions. Basically, the relationship between consumers and business actors is a civil relationship, but the Consumer Protection Law also imposes criminal sanctions for violators of consumer rights. As stated in the Consumer Protection Law article 45 paragraph 3, "The settlement of disputes outside the court as referred to in paragraph 2 does not eliminate criminal responsibility as regulated by law". The following are the sanctions that can be imposed (Happy Susanto, 2008):

A. Administrative sanctions

As stipulated in Article 60 of the Consumer Protection Act, BPSK (Consumer Dispute Settlement Board) entitled to impose administrative sanctions to businesses if it violates Article 19 paragraph (2) and (3), Article 20, Article 25 and Article 26, in the form of monetary fines maximum. IDR 200,000,000.00 (two hundred million rupiah).

B. Basic Criminal Sanctions

The three forms of criminal sanctions are as follows:

1. Confinement Sanction.

- a. Imprisonment 5 years fine Rp. 2.000.000.000 (two billion rupiah), article 8, article 9, article 10, article 13 paragraph (2), article 15, article 17 paragraph (1) letter a, letter b, letter c, letter e and article 18.
- b. Imprisonment 2 years fine Rp. 500,000,000 (five hundred million rupiah), article 11, article 12, article 13, paragraph (1), article 14, article 16, article 17 paragraph (1) letters d and f.

2. Criminal sanctions outside the provisions of the Consumer Protection Law if the consumer experiences death, serious disability, serious illness or serious injury (article 62 paragraph 3).

3. Additional Criminal Sanctions

According to Article 63 of the Consumer Protection Law, it is possible to give additional criminal sanctions in addition to the main criminal sanctions imposed under Article 62. The sanctions are in the form of:

- a. foreclose of certain;
- b. Announcement of the judge's decision;

- c. compensation;
- d. Revocation of business license;
- e. It is prohibited to trade in goods and/or services;
- f. Obligation to withdraw goods/services from circulation, and;
- g. The results of the monitoring are disseminated to the general public.

In fact, the sanctions are already quite severe. However, the fact is that there are still many practices that violate consumer rights. Law enforcement on consumer protection can only work if it is supported by strict legal apparatus in providing sanctions/punishments to business actors who violate consumer rights. Violations of consumer rights need to be legally proven. Based on Article 22 of the Consumer Protection Law, law enforcers are given the burden and responsibility of proving criminal charges for mistakes made by business actors. This proof can also be carried out by the BPSK public prosecutor, who actually has the authority to impose sanctions on violations committed by business actors. In this case, BPSK has the right and authority to avoid administrative sanctions for business actors who do not provide compensation to consumers. In addition to civil sanctions, there are also criminal sanctions that can be imposed on business actors who violate consumer rights. Article 147 of Law No.1/2011 states that the settlement of disputes in the housing sector can be pursued based on deliberation to reach consensus. Settlement through deliberation that it takes a lot of time and money.

The next type of dispute resolution that can be taken is through alternative dispute resolution, or in English known as alternative dispute resolution. in Article 105 paragraph (2) of Law no. 1/2011 stipulates that: In the event that dispute resolution through deliberation to reach consensus is not reached, the injured party can sue through a court within the general court or outside the court based on the choices agreed upon by the disputing parties through alternative dispute resolution. The next settlement, which can be taken by the parties other than deliberation for consensus and alternative dispute resolution, is settlement through the courts. Such settlement is carried out by filing a lawsuit to the competent court, whether based on the defendant's domicile, the place/location of the property (if the dispute relates to the ownership of the disputed object) or a choice of law (which has been mutually agreed upon by the parties in an agreement). Such lawsuits can be made, among others by:

1. Individuals;
2. Legal entity;
3. Community, and/or
4. Government and/or related agencies.

Provisions regarding the settlement of consumer disputes according to Law Number 8 of 1999 concerning Consumer Protection are regulated in Chapter X with the title dispute resolution, starting from Articles 45-48 Article 45 states (Janus Sidabalok, 2014).

1. Every consumer who harmed can sue businesses through the institution in charge of settling disputes between consumers and businesses or through the courts in the general court.
2. Settlement of consumer disputes can be reached through the courts or out of court based on voluntary choice of the parties to the dispute.
3. Settlement of disputes outside the court referred to in subsection (2) does not eliminate criminal liability as provided by law.
4. If have been efforts to resolve consumer disputes out of court, the lawsuit through the courts can only be taken if it is declared unsuccessful attempt by one of the parties or by the parties to the dispute.

Settlement of disputes in the property sector in the context of implementing the consumer protection law is carried out at the Consumer Dispute Settlement Agency (abbreviated BPSK). In accordance with the provisions of Article 49 paragraph 1 of the Act of the Republic of Indonesia Number 8 of 1999 on Consumer Protection (abbreviated Law No. 8 of 1999), the government established the Consumer Dispute Settlement Board at Regional Level II for the settlement of consumer disputes out of court. Further provisions regarding the implementation of the provisions of Article 49 paragraph 1 of Law no. 8, 1999 set forth in Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 350 / MPP / kep / 12/2001 on the Implementation of Duties and Powers of Consumer Dispute Settlement Board (abbreviated Kepmenperindag No. 350 / MPP / kep / 12/2001) (Andhika Wijaya, 2017).

CONCLUSION

The conclusions that can be drawn from the results of research that have been carried out by the author include:

1. That the responsibility of the developer is agreed to provide facilities and infrastructure as agreed, the obligations and responsibilities of the housing developer are stated in Article 19 of Law Number 1 of 2011 which states that the implementation of housing and housing is carried out to meet the needs of housing as one of the basic human needs for repair and even distribution of welfare. The responsibility of the developer in resolving the rights and obligations of consumers due to default or default is an important matter that must be regulated and must be fulfilled by housing developers based on statutory regulations.
2. The buyer as a consumer has the right to obtain legal protection for default actions from the developer, because the buyer (consumer) and the developer have been bound in a sale and purchase agreement, but in fact the developer did not carry out the contents of the agreement, namely not building the house in its entirety until the deadline. contracted and build a house that is not in accordance with the specifications, shape of the house, does not build public facilities and social facilities and the time for handing over the house to the one agreed. The developer's actions that break their promises or do not keep their promises can be categorized as acts of default. The developer has violated article 8 paragraph (1) letter

f of the Consumer Protection Law. The developer has also violated the obligations of business actors as stipulated in article 7 letter a of the Consumer Protection Law and violated consumer rights as specified in article 4 letters a, b, c, and h Consumer Protection Act. According to Article 19 of the UUPK, if a consumer suffers a loss as a result of consuming goods and or services produced by a business actor, he has the right to claim civil liability to the business actor for the loss that has arisen. Likewise in property transactions, if the consumer suffers a loss causing a loss, then he has the right to claim compensation for the loss to the developer (developer) of the housing concerned. The fulfillment of the legal factor of consumer protection will not only provide benefits for all consumers, but will also provide benefits for business actors. Through efficient and effective law enforcement of protection, property business/business actors will be led into fair business competition, which not only prioritizes profit oriented (profit oriented), but also competes fairly with other property businesses in providing and trading property by good quality.

3. Criminally, a developer who produces housing that does not comply with the promise stated during the promotion can be reported on charges of violating Article 8 paragraph (1) letter f of Law Number 8 of 1999 concerning consumer protection. 5 years or a maximum fine of IDR 2 billion. The threat of sanctions is contained in Article 62 of the Consumer Protection Act. Developers can also be accused of violating Article 16 of the UUPK. When the agreed building has not been fully completed by the agreed time limit, it means that the developer (business actor) has violated its prohibitions, namely Article 16 of the The Consumer Protection Law confirms that business actors in offering goods and/or services through orders are prohibited from not fulfilling orders and/or agreements at the time of completion promised.) years or a maximum fine of Rp. 500,000,000.00 (five hundred million rupiah) this is in accordance with article 62 paragraph (2) of the consumer protection law. Other criminal threats for developers who build housing that do not comply with the agreed criteria, specifications and requirements are also regulated in article 134 in conjunction with article 151 of Law number 1 of 2011 concerning housing and residential areas, namely a maximum fine of Rp. .5 billion. In addition to fines, the developer can also be subject to administrative sanctions as stated in Article 150 of the Housing Law, the sanctions ranging from written warnings, revocation of business licenses, to closing locations. Legal remedies that can be taken by housing consumers based on Article 45 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection are: consumer dispute resolution can be taken through court institutions or out of court based on the voluntary choice of the disputing parties.

SUGGESTION

Property consumers in dealing with the behavior of developers who tend to default in order to immediately report or request assistance to the Non-Governmental consumer protection agency to assist consumers in the fight for their rights, including receiving complaints and consumer complaints. Basically, the protection of consumer rights is carried out imperatively, by determining the responsibility imposed on business actors who violate Law no. 8/1999. This responsibility must be carried out by business actors by providing compensation to the victims. This is expressly stated in the provisions of Article 19 paragraph 1 of Law No. 8/1999 which reads: "Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced/traded. In order for the implementation of the house sale and purchase agreement to run well, it is necessary to have a house sale and purchase agreement that contains balanced standard clauses that contain the rights and obligations of each party, namely the developer and the consumer. So it is hoped that the position of each party is equally strong in the agreement. Especially for consumers, the author's suggestion is to carefully examine the contents of the agreement proposed by the developer. Do not let the contents of the agreement harm consumers later. Therefore, there needs to be awareness from consumers to understand their rights and obligations in order to avoid problems, and the position of consumers in the binding agreement for buying and selling houses is not weak. In the settlement of consumer disputes in the housing sector, the litigating parties shall as far as possibly end the dispute by way of peace, because after all the settlement of disputes by way of peace will bring benefits to both parties.

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