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The Consequences of a Breach in The Store Lease Agreement at The Stage II Petisah Market Medan

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Abstrak

PUD. Pasar dapat mencapai kesepakatan atau musyawarah untuk menyelesaikan sengketa sewa toko yang dilakukan terhadap tindakan wanprestasi pedagang. Perjanjian antara pedagang dan PUD di Pasar Kota Medan di Pasar Petisah Tahap II tentang sewa tempat usaha toko perlindungan hukum untuk para pedagang, hak dan kewajiban setiap pihak, tanggung jawab dan tugas PUD. Tujuan dari penelitian ini adalah untuk mengetahui mengapa penyewa melakukan kesalahan dalam perjanjian sewa menyewa toko di Pasar Petisah Tahap II dan akibat hukum dari kesalahan penyewa tersebut. Penelitian ini dilakukan secara yuridis normatif, di mana hukum dianggap baik sebagai apa yang tertulis dalam undang-undang (*law in books*) atau sebagai kaidah atau standar yang dianggap sesuai untuk berperilaku manusia. Penelitian ini bertujuan untuk menggambarkan peraturan perundang-undangan yang berlaku berdasarkan teori-teori hukum. dan praktik hukum positif terkait perjanjian sewa menyewa menurut KUHPerduta. Hasil penelitian menunjukkan bahwa alasan penyewa gagal memenuhi perjanjian sewa toko di Pasar Petisah Tahap II termasuk faktor kelalaian penyewa seperti keterlambatan, masalah keuangan dan masalah lokasi. Hukum harus memberikan peringatan awal tentang konsekuensi pelanggaran perjanjian sewa menyewa tempat berjualan, terutama di Pasar Petisah Tahap II, selanjutnya, jika pedagang tidak berperilaku baik setelah surat peringatan diberikan Dengan demikian, PUD Pasar Kota Medan, yang mengelola Pasar Petisah Tahap II, memiliki otoritas untuk secara sepihak membatalkan kontrak sewa-menyewa tersebut.

Kata Kunci : *Perjanjian, Wanprestasi, Sewa Menyewa*

Abstract

PUD. The market can reach an agreement or deliberation to resolve stall rental disputes made against the merchant's default actions. Agreement between traders and PUD in Pasar Kota Medan in Pasar Petisah Stage II regarding the lease of business premises store legal protection for traders, rights and obligations of each party, responsibilities and duties of PUD. The purpose of this study is to find out why tenants make mistakes in the lease agreement to rent stalls in the Stage II petisah market and the legal consequences of the tenant's mistakes. This research is carried out in a normative juridical manner, where the law is considered either as what is written in law (law in books) or as rules or standards that are considered appropriate for human behavior. This study aims to describe applicable laws and regulations based on legal theories. and positive legal practices related to lease agreements according to the Civil Code. The results showed that the reasons for tenants failing to fulfill the stall rental agreement in the Stage II Petisah Market included tenant negligence factors such as delays, financial problems, and location problems. The law must provide advance warning of the consequences of breach of the lease agreement to sell premises, especially in Pasar Petisah Stage II, furthermore, if the trader does not behave properly after the warning letter is given.

Keyword: *Agreement, Default, Lease*

INTRODUCTION

When someone promises someone else or two to do something, it's called a covenant. As stipulated in Article 1320 of the Civil Code, the agreement must meet the necessary requirements to be valid, as agreed upon by those who commit, the ability to bind, a specific thing, and a valid reason (Samudra & Hibar, 2021). If the four legal conditions of the agreement are met, the agreement legally becomes binding on the parties who make it. An engagement is formed by a covenant.

An agreement made in written form by two or more parties is called a written agreement, while an oral agreement is an agreement made by the parties orally, simply with the consent of both parties without being included in the writing. Both oral and written agreements remain binding and do not remove the rights and obligations of the agreeing parties. In human everyday life, in addition to buying and selling contracts. A lease agreement is also a type of agreement that people commonly do to earn money.

A lease is when an item owned by the owner is handed over to someone else for use and makes money from the item, with the original owner having to pay rent to someone else. In addition, a lease agreement can also be defined as an agreement in which one party gives the other party the enjoyment of an object for a certain time on condition that the other party pays an agreed price (Subekti, 2014).

The purpose of a lease agreement is so that only the tenant can use the property.

Individual rights, not material rights, are considered in the lease agreement. The tenant receives the goods to be rented from the tenant and can enjoy it to the fullest (Muhammad, 1990).

Due to the fact that people cannot afford to live without help from other parties, such as renting things owned by other parties, rental relationships with individuals are very close and often occur in everyday life. Store rental is an example of rent that often occurs in the community, both for individuals and organizations. The lease of the store, disputes between the two parties occur because most parties often make mistakes both stall owners and building tenants. Some tenants do not pay rent according to the agreement, so the stall owner cannot bear the responsibility for the tenant. Not only did a certain stall owner not sell at the stall he rented, they even rented the stall to others without notifying the tenant in advance, some stall owners even received a down payment on the stall rent but did not return it to the tenant.

To resolve stall rental disputes conducted by the Market Office against merchant defaults, consensus or negotiation can be carried out. Therefore, litigation or court is not required to resolve disputes relating to lease leases, as non-litigation avenues can be used to resolve lease disputes, intended to reach an agreement between both parties. However, if both parties fail to reach a settlement through consensus deliberation, therefore, both parties have the possibility to resolve their dispute through litigation or court proceedings.

Leases can be made either orally or in writing because the Civil Code does not explicitly mention the form of the lease agreement (Soleman, 2018). In practice, lease agreements are usually made in writing to facilitate the rights and obligations of the parties in the future, especially in the case of lease agreements that lease valuables and long terms. Basically, an agreement, such as a lease or something else, will work well if the parties do it in good faith. However, default or breach of promise will occur if one of the parties does not behave properly or does not carry out its obligations. This will lead to actions that violate Article 1365 of the Civil Code. In other words, any unlawful act that causes harm to another person must compensate for the harm caused by his fault.

Form of agreement between traders and the Petisah Market Office Stage II regarding the lease of stall business premises, legal protection provided to traders, rights and obligations of each party, responsibilities and responsibilities of the Market Office, dispute resolution methods, revocation of business licenses, expiration of agreements, and so on. Based on this description, the author wants to conduct further investigation and know more. related to the issue of lease and default on the store Lease Agreement in Pasar Petisah Stage II.

METHOD RESEARCH

In normative juridical, law is defined as what is stipulated in law (law in books) or law is a rule or standard that is considered ethical for behaving with others. Primary and secondary legal materials are where this normative legal research is based, namely research related to laws and regulations (Amiruddin, 2018). This study used an analytical descriptive research approach. The purpose of this study is to provide an overview of applicable laws and regulations relating to legal theories and practices of positive law implementation relating to lease agreements according to the Civil Code (Soemitro, 1990). The research method that produces analytical descriptive data is quantitative juridical, that is, the data collected, either as secondary data, is researched and studied as an unchanging entity. Data are qualified without using statistical formulas and the interpretation of legislation is used to analyze them.

RESULTS AND DISCUSSION

A. Causes of Store Rental Agreement in Petisah Market Stage II Default

The manager, PUD Pasar Kota Medan, rents stalls in Pasar Petisah Stage II to people who want to do business there. In practice, lease agreements often cause disputes between tenants and tenants, leading to such disputes, due to which the lease relationship is severed or re-examined. Every legal relationship has legal consequences, which means that both parties involved in the relationship have rights and obligations. Rights and obligations posed by a lease agreement between the property owner and the tenant. This is due to the fact that rights and obligations are mutually beneficial deeds. This means that the rights of one party are obligations of the other, and vice versa (Siregar, 2020).

People who want to sell their goods in Pasar Petisah Stage II are called market owners. Medan City Market, which is a Regional Owned Enterprise (BUMD) of Medan City, is the owner in this case who wants to sell goods can rent certain stalls in the market, they can rent these stalls to sell in Stage II Petisah Market and receive market retribution in carrying out public services in the field of market area management, fostering traders who are in the market, Assist in price stability and smooth retribution of goods and services. The market levy is a payment for services provided by the Medan City Market PUD, namely courtyards and stalls provided specifically for traders. According to Indonesian law, only the PUD can pay withdrawals.

In the event of a default between the seller and the stall owner, the settlement is easy and simple because everything goes back to the lease contract or lease agreement, which is based on the previous agreement (Dahris Siregar, Faisal Sadat Soadun Harahap, 2024)

. The form of the lease agreement concluded by the parties is not expressly specified in the Civil Code (Tamengge, 2018) . Hence, the lease agreement between the tenant and the tenant can be made orally or in writing. The party renting has the most control over what is contained in the contract, making the tenant the weak party. Therefore, whether or not the tenant agrees to all the requirements that the tenant puts forward.

Just like the sale and purchase agreement and rental rental, the consensual basis is used (Siregar, Putra, Daeli, & Fa, 2024). In other words, the agreement becomes valid and binding when agreement is reached on the main components, namely prices and goods. With the aim of increasing their income, parties looking to rent have done the same in Pasar Petisah Stage II, which is a location where people can do business. Those who want to trade or sell goods in the area must obtain permission from market employees to rent stalls and pay fees. A store lease agreement will arise from the legal relationship.

Civil law regulates the relationship between one or more individuals with one or more others, which results in rights and obligations for the contracting parties (Elyani, Karolina Sitepu, 2023). If a person does not fulfill his obligations or violates the rights of others, the state can help the person whose rights are violated.

There are rights and obligations that must be fulfilled in a lease agreement, and the fulfillment of these rights and obligations can give rise to legal relations. If one of the parties to this legal relationship defaults, this legal relationship will inevitably have legal consequences. The right of store land providers in Pasar Petisah Stage II, which means :

1. Asking for money for the rent of the store according to the size of the land within the agreed period of both parties;
2. Have the right to reprimand the tenant of the store after the lease period expires.

For kois tenants in Pasar Petisah Stage II, they have the following rights:

1. Use a rented store;
2. Payment of rent for a business premises (store) must be made in accordance with the rental price and within a predetermined period (Article 1560 of the Civil Code);
3. Gain comfort in using store at Pasar Petisah Stage II.

According to civil law, the state does not engage in private affairs if any disputing party does not file a claim despite feeling that his rights are violated. In this case, the parties will be able to resolve it in an agreed manner to achieve peace. However, if this method does not work, the matter can be referred to countries committed to protecting the rights of violated persons. The District Court in this case has the authority to resolve disputes fairly based on civil law, by binding rules or provisions relating to the matter.

In Pasar Petisah Stage II there are a variety of shops and courtyards used by vendors selling goods such as glassware, clothes, shoes, and sandals, as well as complete groceries and food options, while small shops specialize in selling cosmetics, children's toys, and other small items. However, small-sized stores are made specifically for sellers who sell other food mixes.

Default is a problem that often leads to conflicts between parties. If a debtor does not fulfill the terms of the agreement, it is considered a default. Defaults that are often committed by debtors consist of four categories: (Febiola V Katiandagho, Ronny Adrie Maramis, 2023)

1. It doesn't work at all or it works, but it's no longer useful or can't be fixed.
2. Unfulfilled performance.
3. Fulfilling tasks poorly or not as they should.
4. Doing something but not doing it in accordance with the agreement.

The parties' attempts to resolve or resolve issues when the tenant of the store does not have the right to receive timely payment of the rent of the store in accordance with the agreement before this are resolved by providing a postponement of payment time as compensation.

According to Article 1313 of the Civil Code, an agreement is an agreement by which one or more persons bind themselves to one or more (Wijayanti, 2005). The mistake of one of the parties entering into the agreement can cause the performance in the agreement not to be fulfilled, either due to mistakes made intentionally or unintentionally, resulting in losses to the other party, as seen in the case of leases made by other traders.

In the lease agreement to rent a shop in Pasar Petisah Stage II, some traders have made mistakes, tenants pay rent but not on time or late, as stated in the previous agreement. This situation happened to some of the traders I interviewed for the tenants. There are some tenants who do the same, they start paying the rent of the store on the initial date stipulated in the lease agreement. Where all merchants only make unwritten lease agreements that are agreed. Thus, the tenants of the shop in Petisah Stage II must pay mandatory payments periodically in accordance with the agreement between the tenant and the shop owner.

During the shop lease agreement in Pasar Petisah Stage II, the traders defaulted, the tenant had paid the shop rent earlier than the promised date. In the settlement of a store lease dispute, if the shop owner does not have the right to pay the store rent to the tenant in a timely manner as promised, then the payment time will be pushed back.

The purpose of giving a reprimand warning is so that the tenant can immediately

complete his task because the time for paying the store's rent has passed. It is also meant to show that the stall owner has violated the agreement by renting the shop. Article 1238 of the Civil Code regulates such negligent statements. The article states that the debtor is negligent if by warrant it is declared negligent or if this stipulates that the debtor must be considered negligent within a certain period of time.

When the shop owner and tenant disagree, the settlement process, the shop owner prefers settlement through consensus deliberation or family channels. Settlement through this channel is used to maintain good relations between the two parties and is a faster and cheaper way of settlement than through legal channels or courts.

Solutions or settlements made by disputing parties who do not have their right to enjoy comfort and security when renting a store. Under the previous agreement, it was settled by asking the stall owner to repair and repair the shop he rented to the stall owner as compensation for losses. The tenants of the store carry out repairs, repair damaged furniture. as explained in Civil Code Article 1551, which states that the leasing party must return the leased property in good condition in its entirety. During the time of the lease, he must request repairs or repairs to the property he rents, which must be done, except those repairs for which the tenant is responsible. In addition, Article 1552 of the Civil Code states that the leasing party is responsible for any damage to the rented property, which precludes the use of the item, even if the leasing party was not aware of it at the time the lease agreement was made. The tenant is responsible for paying the tenant if the defect causes losses, in the store lease agreement.

When the store rented by the tenant is damaged and the damage is not caused by his actions, the tenant makes repairs and repairs to the store that has the damage.

According to this study, the author found that the default intended in this writing occurs in the lease agreement between the shop owner and the store tenant, thus causing disputes between the parties, which in turn leads to conflicts between the parties involved.

The lease agreement to rent a shop in the Petisah Stage II market does not always run smoothly without conflicts between parties. One of the difficulties that both tenants and tenants often face in carrying out a lease agreement is the difficulty of paying rent to the shop owner. The store lease agreement between the tenant and the tenant often causes problems between the two parties, more precisely, about the tenant making a mistake or doing nothing with the rental store that does not conform to the agreement because there are several factors that can cause such errors.

1. Legal consequences for tenants who default in Stage II of the lease agreement to rent a shop in Pasar Petisah

An agreement, according to Article 1313 of the Civil Code, is an act carried out by 1 (one) or more person binding himself with one or more people. In an agreement that occurs, there are always achievements that must be fulfilled by the party who entered into the agreement. Default occurs when one party is unable to fulfill a predetermined performance or promise. A debtor can have four types of defaults:

1. Although he did not do what he promised, he was committed to doing so.
2. Doing something, but not in accordance with the agreement.
3. Following his promise, but too late.
4. Doing something prohibited by the agreement.

Seeing if the agreement sets a deadline for the implementation of fulfillment of achievements is a way to know when a debtor can be declared in a state of default. If so, the debtor must fulfill the obligation (Pamela, Sajow, Sumakul, & Anis, 2022). Perjanjian dapat dibatalkan dan tidak berlaku bagi penjual dan pembeli jika tidak memenuhi kewajiban tersebut. Agar perjanjian tersebut dapat dilaksanakan dengan baik dan tanpa kerugian bagi salah satu pihak yang terlibat, prestasi wajib harus dipenuhi secara keseluruhan.

According to Article 1548 of the Civil Code, a lease agreement is an agreement in which one party binds himself to give the enjoyment of an item to the other party for a certain time and with the payment of a price that the latter party is willing to pay for it. The legal terms of the agreement also apply to the lease agreement (Sirait, Kosasih, & Arini, 2020).

Each party can have rights and obligations stipulated in an agreement between the tenant and the property owner. These rights and obligations have been regulated in the Civil Code (Sukayasa, Putu Budiarta, & Putu Suryani, 2021). The tenant must hand over the property, or rental building, to the tenant and has the right to have the tenant pay for the property.

The law provides for early warning of the consequences of violation of the lease agreement of the place of sale, especially in the market. As a market manager, the PUD has the authority to unilaterally cancel the lease agreement if the trader does not behave properly after the warning letter is given. In the lease agreement for the place of sale in the market, the trader has full liability for the rented stall, while the right and obligation of the market manager is only to give the stall and receive rental payment.

The market manager is entitled to his rights if the tenant does not fulfill his obligations in accordance with the agreement. The legal consequences of the tenant's breach in an agreement that causes the tenant not to fulfill his obligations indicate that

the agreement cannot be enforced.

DISCUSSION

The lease agreement for renting a shop in Pasar Petisah Stage II is carried out in writing, so if something goes wrong in the agreement, it will be in accordance with the clauses in the agreement, which are formatted in accordance with the provisions of the Civil Code. Factors that can lead to default include tenants who do not comply with a previously agreed lease agreement or tenants who do not comply with it. Financial factors are those caused directly by the tenant and are more predictable. The price and location of the stall must be in accordance with the wishes of the tenant.

Given advance warning of the legal consequences of the inability to comply with the lease agreement of renting a place to sell, especially in Pasar Petisah Stage II., Pasar Kota Medan PUD, as the manager of Pasar Petisah Stage II, has the authority to unilaterally cancel the lease agreement if the trader does not behave properly after the warning letter is given. As the manager of the Stage II Petisah Market, PUD. Pasar Kota Medan also provides sanctions for violations of shop or stand rental agreements. Violation or negligence of provisions and obligations or other prohibitions may be threatened by Article 8 Paragraph 1 of Regional Regulation No. 31 of 1993 concerning the Use of Selling Places: (1) Those who violate or do not comply with local laws shall be threatened with imprisonment for an indefinite period. 6 (six) months or with a maximum of Rp. 50.000,- (fifty thousand rupiah).

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