

**LEGAL RESPONSIBILITY IN RESOLVING DEFAULTS IN THE
IMPLEMENTATION OF A MEETING HALL RENTAL AGREEMENT****Indah Terawati Maharani Putri**

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Renting a meeting hall is part of an agreement. The definition of an agreement is an action where someone promises to another person or where two people promise each other to carry out something. This article aims to describe legal responsibilities in resolving defaults on the lease of meeting halls. The research method used in this article is normative juridical, a way of analyzing library materials, namely primary and secondary legal materials. The results of the analysis show that legal efforts that can be taken by one of the injured parties can be resolved through non-litigation or litigation processes. This depends on the agreement between both parties, both the renter and the lessor. If it will go through a non-litigation process such as family peace, negotiation, mediation, consolidation and arbitration. Meanwhile, dispute resolution is through litigation, namely by submitting a case to the Court with the aim of obtaining certainty of permanent legal force and obtaining justice in accordance with applicable law. If deliberations have been held but the lessee does not want to pay or the renting party still feels aggrieved, they can file a lawsuit or claim to the District Court or arbitration on the basis of breach of contract.

Keywords: Lease, Agreement, Legal Responsibility**INTRODUCTION**

The need for organizing events for various events is needed for everyone. Currently, the need for a meeting hall is needed by various parties both for family events, community / organization events and for weddings with a large capacity and capacity to accommodate people attending these activities. Currently, those who need a meeting hall not only see the capacity, but also the completeness of the facilities provided by the vendor and the strategic location to make it easier for those who need a meeting hall to go to a certain event venue.

Leasing a conference hall is part of an agreement. The definition of an agreement is an act where one person promises to another or where the two people promise each other to carry out a matter.¹ Meanwhile, based on Article 1313 of the Civil Code states that an agreement is a legal act by which one or more people bind themselves to one or more other people.

Leasing a meeting hall requires an agreement that has been agreed between the two parties, namely the lessee and the renting party. Based on Article 1548 of the Civil Code states that “leasing is an agreement by which one party binds himself to give the other party the enjoyment of something, during a certain time and with the payment of a price which the party is willing to pay.”

In the definition given by the Law in Article 1548 of the Civil Code, there are several elements of leasing, namely:²

1. Is an agreement
2. There are parties who bind themselves.
3. One party gives the enjoyment of an item to the other party, for a certain time.
4. With the payment of a price agreed by the other party.

With the holding of an agreement, the parties to the agreement accept all the legal consequences that arise, namely the existence of very close ties between the parties. The bond that arises is the existence of rights and obligations both unilaterally and reciprocally. What is meant by rights is the authority given to legal subjects. The authority to do something is what is called a right. In other words, rights are legitimate demands, so that other people do not behave in certain ways.³ As with agreements in general, the lease agreement for a meeting hall also cannot be separated from the valid terms of the agreement, so that in making a lease agreement it must fulfil the valid terms of the agreement.

An agreement can be said to be a valid agreement if it fulfils the legal requirements of an agreement based on Article 1320 of the Civil Code, namely:

¹ R. Subekti, 2004, *Hukum Perjanjian*, Jakarta : Gramedia, hal. 1

² Rai Widjaya, 2007, *Merancang Suatu Kontrak*, Jakarta : Kesaint Blanc, hal. 169

³ Dudu Duswara Machmuddin, 2001, *Pengantar Ilmu Hukum : Sebuah Sketsa* (Bandung : Refika Aditama), page. 53

1. agreement of the contracting parties
2. capacity of the parties
3. a certain matter
4. a lawful cause

Every lease agreement the parties must expressly agree on the utilization of the lease object and the fees to be paid by the lessee as well as the consequences arising in the agreement. The lessee and the renting party must know the rights and obligations and responsibilities of each party to the agreement that has been made by both parties.

The lease agreement is made in writing by both parties in the form of a standard agreement, namely an agreement that has been made and standardized by the party renting out the building unilaterally which must be fulfilled by consumers, in other words there is no bargaining about the contents of the agreement. But in reality, the lease agreement that has been made with the consent of both parties is still not running properly because one of the parties does not carry out its performance in accordance with what has been agreed in the lease agreement. So that this can be classified into an act called default. Default comes from the original term in Dutch, namely “*wanprestatie*”, which means not fulfilling the obligations that have been agreed upon and stipulated in an obligation, both obligations arising from agreements and obligations arising from laws. There are 2 possible reasons for not fulfilling the obligation, namely: 1) Due to the debtor's fault, either intentionally or negligently. 2) Due to force majeure so beyond the debtor's ability, the debtor is not at fault. Therefore, in every agreement, performance is something that must be fulfilled by the parties who agree to bind themselves in an agreement. Achievement is the content or important part of an agreement that must be fulfilled, if there are parties who do not carry out their obligations as agreed in the agreement then this can be said to be a default.

Therefore, in leasing the meeting hall there must be an agreement between the two parties. The contents of the agreement have been outlined in the agreement by the building owner and must be obeyed by the lessee, so between the lessee and the building owner there is a legal relationship that gives rise to rights and obligations that must be fulfilled and obeyed by both parties. Both parties must comply with the predetermined rules, if one party makes a mistake due to non-fulfillment of rights and obligations, it can be held accountable based on default

and if one party because of his mistake violates the rules, it can be held accountable based on illegal acts, namely by submitting a claim for compensation to the District Court.

Departing from this description, the author feels the need to conduct in-depth research. How is legal responsibility in resolving defaults in the implementation of a meeting hall rental agreement.

RESEARCH METHOD

This writing article applies normative juridical research methods, by analyzing library materials, namely primary and secondary legal materials. Data collection techniques use literature studies, by collecting data and information or legal materials related to the substance of the research. After the legal material is collected, analysis is carried out and conclusions are drawn in accordance with the problems contained in the problem formulation. This writing also applies data analysis techniques with deductive logic. This conclusion is based on the analysis of the literature regarding the rules that explain the chapter on legal responsibility in resolving defaults in the implementation of the meeting hall rental agreement. Default in the implementation of this lease agreement will be analysed in accordance with existing regulations, in terms of civil law understanding its essence and purpose in resolving the legal issues discussed in this study.

RESULTS AND DISCUSSION

Legal Liability in the Settlement of Default in the Implementation of a Lease Agreement for a Meeting Room

Legal responsibility due to default is regulated in Article 1243 of the Civil Code which reads *“Reimbursement of costs, losses and interest for non-fulfillment of an obligation becomes obligatory, if the debtor, despite being declared negligent, remains negligent to fulfill the obligation, or if something that must be given or done can only be given or done within a time that exceeds the time specified.”* As for legal responsibility due to unlawful acts is contained in Article 1365 of the Civil Code which reads *“Every unlawful act which causes damage to another obliges the person who caused the damage through his fault to compensate for the damage”* and Article 1366 of the Civil Code which reads *“Every person is liable, not only for damages caused by his actions, but also for damages caused by his negligence or recklessness.”*

Based on Article 1548 of the Civil Code, a lease is an agreement by which one party binds himself to give the enjoyment of an item to the other party during a certain time, with the payment of a price agreed by the latter party. People can lease various types of goods, both fixed and movable.⁴

In the building lease agreement using a written agreement. This written agreement is agreed by the parties, where one binds himself to provide enjoyment of goods while the other party enjoys at an agreed price. This written agreement is in a standard form made by Resto Bu Yoso which then if the lessee agrees on the price and facilities offered, it can be signed by each party and witnesses. There are several stages that need to be carried out before the lease agreement for the Resto Bu Yoso Boyolali meeting room.

In the lease agreement for the Resto Bu Yoso Boyolali meeting room, the lessee must have administrative requirements first, namely the identity card and its photocopy which is submitted when signing the agreement.

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⁴ Cindi Kondo, Tanggung Jawab Hukum Dalam Perjanjian Sewa Menyewa, Lex Privatum, Vol.I/No.3/Juli/2018

witnesses. There are several stages that need to be carried out before the lease agreement for the Resto Bu Yoso Boyolali meeting room.

a. Before the agreement between the parties

Before the lease agreement, the lessee will contact the party from Resto Bu Yoso Boyolali to communicate about his desire to rent the meeting room owned by Resto Bu Yoso Boyolali.

Then the parties will negotiate on the following matters:

- 1) Purposes
- 2) Facilities obtained
- 3) Rental price
- 4) Rental date and space availability
- 5) Rules regarding rental at Resto Bu Yoso Boyolali.

In the lease agreement for the Bu Yoso Boyolali Resto meeting room, the lessee must have administrative requirements first, namely the identity card and its photocopy which is submitted when signing the agreement.

The implementation of the lease of the Meeting Room at Resto Bu Yoso Boyolali must fulfill the legal requirements of the agreement contained in Article 1320 of the Civil Code, namely:

- 1) Agreeing to bind themselves

In the lease agreement for Resto Bu Yoso Boyolali meeting room, there must be an agreement between the parties, because agreement is a condition for the agreement. Agreement here means that the agreement also occurs because of the self-will of the parties and the absence of coercion, oversight and fraud. If the agreement occurs due to coercion, it can cause a legal defect agreement.

- 2) Capacity to make an agreement

According to Article 1330 of the Civil Code, every person is capable of making agreements except those declared incapable by law. A person who is incapable is immature, not of sound mind and is under guardianship. If someone who is incapable of making an agreement then the agreement can be requested for cancellation. In the lease agreement for the Resto Bu Yoso Boyolali meeting room, the person who can rent is someone who already has an ID card or is married.

- 3) A certain thing

An agreement must be about a certain object, and a lease agreement is no exception. A certain thing can be in the form of the subject of the agreement, the object and the performance that must be fulfilled. Based on Article 1332 of the Civil Code states that only goods that can be traded can be the object of the agreement. Then Article 1333 of the Civil Code states that goods that can be agreed upon must be clearly determined, such as in a rental agreement for a meeting building regarding rental prices, facilities and so on.

4) A lawful causa

A halal cause is the content and purpose of the lease agreement is something that is legal and not contrary to law, decency and public order. So that in the lease agreement for the Bu Yoso Boyolali Resto Meeting Building, it must not violate the applicable provisions.

b. Process at the time of the agreement

At the time of the agreement, the party from Resto Bu Yoso Boyolali will bring a number of offers that have been outlined in the agreement, then the lessee will choose the package that has been offered by Resto Bu Yoso Biyolali. Then if an agreement occurs, it will be followed by signing the agreement.

Along with signing the agreement, the lessee is required to pay at least 50% of the total rental fee. The calculation of the rental fee is calculated from the number of activity participants who will use the Resto Bu Yoso Boyolali meeting room.

c. After an agreement by the parties

After an agreement by the parties, it will then create a legal relationship which will then give birth to binding rights and obligations for both the lessee and the renting party.

Therefore, the renting party is obliged to hand over the use of the meeting room in good condition according to the specified time and is entitled to get the remaining rent. Meanwhile, the lessee is obliged to pay the remaining rent and is entitled to enjoy the use of the meeting room in accordance with the agreed regulations and the specified time.

The provisions contained in the lease agreement for Resto Bu Yoso Boyolali meeting room are:

- a. There are several packages that lessees can choose from according to their needs.
- b. Meeting room reservations can be made 14 days prior to use.
- c. Renters can check in starting from 2 PM and checkout no later than 1 PM

- d. If the lessee checks out after 6 PM, a fee of 50% of the rental price will be charged, then if it exceeds 18.00, the full rental fee will be charged.
- e. If the lessee wishes to cancel, Resto Bu Yoso Boyolali must receive a notification at least 24 hours before the rental start time.
- f. The lessee must pay a down payment when entering into this agreement.
- g. Must maintain order and security in the area of Resto Bu Yoso Boyolali
- h. Must wash hands, keep your distance, and wear a mask while at the event and Resto Bu Yoso Boyolali area.
- i. The visitor capacity at Resto Bu Yoso Boyolali is limited to 250 people during the event.
- j. If there are things that have not been regulated in this agreement, they will be adjusted by both parties.

The rights of the renting party include:

- a. Obtaining payment from the rental price of the Resto Bu Yoso Boyolali meeting room rented by the lessee.
- b. Receiving the return of the Resto Bu Yoso Boyolali Meeting Room in good condition as when it was handed over to the lessee.
- c. Carrying out inspections before the lessee's activities are carried out.
- d. Can stop the activities carried out by the lessee if there are things that are not in accordance with the agreed rules and agreements.

While the obligations of the renting party include:

- a. Hand over the Resto Bu Yoso Boyolali Meeting Room that has been selected by the lessee to enjoy its use.
- b. Maintain the building properly so that it can be used by the lessee.
- c. Provide facilities as agreed, according to the package chosen, including:
 - 1) Meeting room according to the package selected
 - 2) Registration desk
 - 3) LCD Projector and screen
 - 4) Sound system and mic
 - 5) Welcome lettering in front of the selected room
 - 6) Souvenirs from Resto Bu Yoso including hand sanitizer and masks.

- 7) Snack and meal according to the package
- 8) 10,000 watts of electricity

The rights of the lessee include:

d. Get facilities according to the package chosen and agreed upon by both parties, including:

- 1) Meeting room according to the package selected
- 2) Registration desk
- 3) LCD Projector and screen
- 4) Sound system and mic
- 5) Welcome lettering in front of the selected room
- 6) Souvenirs from Resto Bu Yoso including hand sanitizer and masks.
- 7) Snack and meal according to the package
- 8) 10,000 watts of electricity

e. Getting the selected room in good condition and suitable for proper use.

While the obligations of the lessee include:

- a. Pay the rental fee in accordance with what has been agreed upon in the agreement.
- b. Use the Resto Bu Yoso Boyolali meeting room properly and in accordance with applicable regulations and agreements between the parties.

After an agreement occurs between the two parties, a legal relationship arises, a legal relationship contained in Article 1338 of the Civil Code which reads that all agreements made legally apply as laws for those who make them. In addition to the above provisions, the implementation of the lease agreement for the Resto Bu Yoso Boyolali meeting room also has provisions written in the deed of agreement, namely:

- a. The rental price is calculated from the price of the selected package multiplied by the number of participants.
- b. Reservations for meeting rooms can be made 14 days in advance.
- c. Renters can check in starting from 2 PM and checkout no later than 1 PM or in accordance with the hours of use of the room.
- d. If the lessee checks out after 6 PM, a fee of 50% of the rental price will be charged, then if it exceeds 6 PM, the full rental fee will be charged.

- e. If the lessee wants to cancel, Resto Bu Yoso must receive a notification no later than 24 hours before the rental start time.
- f. The lessee must pay a down payment when this agreement is made.
- g. Must maintain order and security in the Resto Bu Yoso Boyolali area.
- h. If there are things that have not been regulated in this agreement, they will be adjusted by both parties.

In addition, the rights and obligations between the lessee and Resto Bu Yoso Boyolali are contained in Articles 1550 to 1551 of the Civil Code, Article 1560 of the Civil Code, and Article 1564 of the Civil Code.

The rights and obligations arising from the lease agreement are very important for the parties to comply with the contents of the agreement, if there is one party who violates the agreement is not fulfilled and can cause harm to the party who feels harmed. The rights and obligations possessed by the renting party include the following:⁵

- a. Obligated to deliver goods / objects from the renting party to the lessee. (Article 1550 paragraph 1e of the Civil Code)
- b. Obligated to maintain the goods to be leased, so that the goods are used again. (Article 1550 paragraph 2e of the Civil Code)
- c. Give the lessee the right to enjoy the goods he leases. (Article 1550 paragraph 3e of the Civil Code)
- d. Obliges the lessee to return the leased item to the lessee in a well-maintained condition and make repairs to the item excluding repairs / corrections that make it the obligation of the lessee (Article 1551 of the Civil Code).
- e. The lessee bears defects in the goods he leases to the lessee. (Article 1552 of the Civil Code)
- f. The lessee is entitled to receive the proceeds of the goods leased to the lessee.

Errors often occur in the lease agreement for the Resto Bu Yoso Boyolali meeting room by both the tenant and the renting party, either intentionally or unintentionally. These mistakes can be

⁵ Monicke Cinyara, Akibat Hukum Wanprestasi Atas Perjanjian Sewa Menyewa, Jurnal Wajah Hukum Volume 7(1), April 2023, 66-72

categorized as default or tort. For this reason, legal responsibility is needed as a way out. Legal responsibility can be in the form of fines, compensation and even liability in court.

If the lessee is late in returning the rented object, the Resto Bu Yoso Boyolali is obliged to pay a fine according to the hour of delay. Meanwhile, if there is damage to the room rented by the tenant, the tenant is required to compensate in accordance with the damage caused and if the lessee does not want to compensate for the damage, Resto Bu Yoso Boyolali will bring it to the realm of the Court. Meanwhile, if the lessee does not comply with the applicable regulations, Resto Bu Yoso Boyolali will stop the activities held at the Resto Bu Yoso Boyolali Meeting Room.

Default is the negligence or negligence of a debtor which can take the form of 4 kinds, namely: not carrying out what is agreed upon in the agreement, carrying out the agreement but as it should be, carrying out the agreement but late and doing something that is not allowed in the agreement.⁶

In addition, the tenant must also not do things that can damage the room rented at Resto Bu Yoso Boyolali, such as not installing decorations that can damage the Resto Bu Yoso Boyolali meeting room. This is included in the element of default, namely doing something that is not allowed by the agreement.

So, if the lessee makes mistakes as described above, the lessee is obliged to pay compensation. This compensation can be in the form of compensation for losses and interest. This is as stipulated in Article 1234 of the Civil Code which reads “ *Reimbursement of costs, losses and interest due to non-fulfillment of an obligation becomes obligatory, if the debtor, despite having been declared negligent, remains negligent to fulfill the obligation, or if something that must be given or done can only be given or done within a time that exceeds the time specified.* ”

In the lease agreement for the Bu Yoso Boyolali Resto meeting room, the tenant can make mistakes such as the use of the rented building exceeding the predetermined time. Then the result of this mistake is that the tenant must pay a nominal fine in accordance with the late return of the building, this is included in the element of error in carrying out a fixed agreement. For example, if the rental price is IDR 35,000,000 (thirty-five million rupiah) within one day

⁶ Prof. Subekti, 1970, *Hukum Perjanjian*, Jakarta : Pembimbing Masa, page. 50

but within one day it turns out that there has been no completion of the use of the building by the tenant, the tenant must pay the agreed fine of IDR 17,500,000 (seventeen million five hundred thousand rupiah).

However, if deliberation has been carried out but the lessee does not want to pay or the lessee still feels aggrieved, he can file a lawsuit or claim to the District Court or arbitration on the basis of default. And if the renting party can prove the fault of the tenant then the lessee must be responsible on the basis of default and pay compensation based on the judge's decision.

Settlement of disputes arising from defaults on lease agreements can be resolved in non-litigation or litigation. The non-litigation process is a cooperative settlement strategy. Because this strategy process is very different from the litigation process in dispute resolution. Some non-litigation settlement strategies such as family peace, negotiation, mediation, consolation, and arbitration. Meanwhile, dispute resolution by litigation is by filing a case with the court which intends to obtain certainty of permanent legal force and obtain justice in accordance with applicable law.⁷

Based on Article 6 paragraph (1) of Law of the Republic of Indonesia Number 30 Year 1999, "Civil disputes or disagreements can be resolved by the parties through alternative dispute resolution based on good faith by overriding litigation settlement in the District Court". Non-litigation dispute resolution is an effort to override litigation dispute resolution because this settlement is a settlement that focuses on getting the best and highest quality solution for the parties to the dispute so as not to cause resentment from the parties.

According to Article 1 paragraph (10) of Law Number 30 Year 1999 on Arbitration and Alternative Dispute Resolution, "alternative dispute resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely out-of-court dispute resolution by means of consultation, negotiation, mediation, conciliation, or expert opinion". Meanwhile, arbitration is a dispute resolution process that can be chosen by the parties by involving a third party where the parties want the case to be decided by this third party who is considered neutral according to the choice where the parties decide.

⁷ Anak Agung Dewi Utari, Yusika Riendy, Edi Sofwan, "Akibat Hukum Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Perdata" (PLEDOI Jurnal Hukum dan Keadilan Vol.1 No.1 September 2022).

Usually in the settlement of defaults can be done with 2 ways of settlement, namely litigation settlement (settlement which is carried out by going through the court) and non-litigation settlement (settlement carried out outside the court).⁸ The parties involved either from the tenant or the renter can choose in advance the settlement that will be pursued. In general, they tend to choose the non-litigation route because of the affordable cost and the time period for settlement which can absolutely be faster.⁹

Efforts to resolve the problem of leasing this conference hall were chosen using a family method, namely mediation or non-litigation based on the desire of both parties to mutually agree to negotiate and negotiate over the problems between the two. The owner of the building said that the settlement of the problem was discussed in a good way with the aim of protecting the good name between the owner and the lessee, but of course the owner gave a warning in advance of the default committed by the lessee to carry out his performance as in accordance with the collective agreement. This method is one of the efforts to resolve disputes between the owner of the Resto Bu Yoso meeting hall, which is considered the best way, especially since the defaults committed by tenants are in large numbers and in large nominal amounts, although in the end the owner still bears the burden that is considered detrimental to the lessee.

Not all disputes can be resolved in a non-litigation manner, in the sense that the settlement does not find a middle point or a solution that can be fair to both parties. Therefore, dispute resolution is carried out in litigation or through court proceedings. The litigation dispute resolution process is carried out in the form of a submission where the interests that are violated must be outlined in a lawsuit. Regarding the form and content of the lawsuit, it can be adjusted to what has been determined in the rules of civil procedure law. The litigation dispute resolution is carried out in order to create a guarantee of legal protection for the parties to the dispute and provide a clear, complete and fair dispute resolution. There are two forms of interest filing, namely: 1. By application, which is a claim that does not contain a dispute, in which only one party is involved. 2. With a lawsuit, which is a claim of rights containing a dispute, where the case cannot be resolved amicably by both parties.

⁸ Sudharma, Kadek Januarsa Adi. "PENYELESAIAN WANPRESTASI PERJANJIAN SEWA MENYEWA MOBIL (STUDI KASUS PT. BALI RADIANCE)." *Jurnal Analisis Hukum* 1, no. 2 (2018): 223-239

⁹ Wibowo, Afrizal Mukti, Sukarmi Sukarmi, and Siti Hamidah. "Analisis Yuridis Kewenangan Penyelesaian Sengketa Pembiayaan Konsumen Di Indonesia." *Legality: Jurnal Ilmiah Hukum* 27, no. 1 (2019): 41-53

The researcher gives the opinion that an act of default can certainly be prevented where the awareness of each party is born, the renter and the renting party must have full good faith in carrying out the house lease agreement. the existence of an agreement that has been agreed upon by the parties gives birth to a law for the parties who make it and especially for the tenants to be more careful in understanding the contents of the agreement, must be understood and understood in depth what are the rights and obligations, and what are the prohibitions so that later avoid acts of default that will end in compensation.

CONCLUSION

In the building lease agreement using a written agreement. This written agreement is agreed by the parties, where one binds himself to provide enjoyment of goods while the other party enjoys at an agreed price. The rights and obligations arising from the lease agreement are very important for the parties to comply with the contents of the agreement, if there is one party who violates the agreement is not fulfilled and can cause harm to the party who feels harmed. Settlement of disputes arising from defaults on lease agreements can be resolved in non-litigation or litigation. The non-litigation process is a cooperative settlement strategy. If deliberations have been carried out but the tenant does not want to pay or the renting party still feels aggrieved, it can file a lawsuit or claim to the District Court or arbitration on the basis of default. And if the renting party can prove the lessee's fault, the lessee must be responsible on the basis of default and pay compensation based on the judge's decision.

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