

ABSTRAK

Kebutuhan tempat tinggal dalam berkehidupan dalam berumah tangga ialah salah satu hal yang paling di butuhkan dalam kehidupan sehari-hari, hal ini berdampak pada usaha untuk kebutuhan hidupnya seperti untuk menyewakan rumah dengan mengadakan suatu perjanjian sewa-menyewa. Perjanjian sewa menyewa adalah kesepakatan antara dua pihak dalam pengambilan manfaat suatu benda menurut batas waktu yang telah di sepakati. Dalam perjanjian sewa menyewa, pihak pertama sebagai penyewa hanya berhak menerima manfaat dari benda yang disewa selama waktu yang telah disepakati oleh kedua belah pihak. dan untuk melakukan perjanjian sewa menyewa tersebut diperlukannya Notaris untuk melakukan perjanjian sewa menyewa tersebut untuk mendapatkan kepastian hukum dan adanya pembuktian di kemudian hari.

Metode yang digunakan peneliti dalam penyusunan Tesis ini adalah deskriptif analitis dengan maksud untuk menggambarkan keadaan yang ada dengan menggunakan metode yang di gunakan untuk sumber dan jenis data penelitian menggunakan bahan Hukum Primer, bahan Hukum Sekunder dan bahan Hukum Tersier, dengan menggunakan Purposive sampling sebagai teknik pengambilan sampel data penelitian tersebut dan juga dalam penelitian ini untuk pengumpulan data digunakan teknik komunikasi langsung dengan Notaris di Kuburaya dan teknik komunikasi tidak langsung dengan penyewa rumah dan pemilik rumah yang berada di wilayah Kuburaya..

Orang yang melakukan perjanjian sewa-menyewa rumah tersebut dituntut agar memiliki rumah hunian dan memiliki jangka waktu dalam hunian tersebut dalam kurun waktu tertentu pihak penyewa melakukan perjanjian di bawah tangan dan melalui kwitansi, jika 2 tahun hingga 5 tahun dikarenakan faktor kerjaan diberbeda kota asal domisili orang yang menyewa rumah tersebut melakukan perjanjian sewa menyewa yang di buat di hadapan atau oleh Notaris. Perjanjian sewa-menyewa yang di buat di bawah tangan dan hanya menggunakan kwitansi sebagai bukti serta mengharapkan itikad baik dari kedua belah pihak tidak menjamin adanya kepastian hukum oleh karena itu diperlukan akta Notaris yang merupakan alat bukti dalam proses perkara perdata alat bukti karena karakteristik perkara perdata dan perbuatan hukum perdata sendiri yang bersifat formil dan sebagai surat alat bukti yang diberi tanda tangan yang memuat peristiwa yang menjadi dasar suatu hak atau perikatan, yang dibuat sejak semula dengan sengaja untuk pembuktian hal tersebut diperlukan karena adanya bantahan atau penyangkalan dari pihak lawan atau untuk membenarkan sesuatu hak yang menjadi sengketa karena hilangnya itikad baik dari salah satu pihak atau kedua-duanya sehingga akta Notaris atau akta otentik memiliki kekuatan pembuktian yang sempurna dan memiliki kepastian hukum

Kata Kunci : Notaris, Perjanjiann, Sewa-Menyewa

ABSTRACT

The need for a place to live in a household is one of the things that are most needed in everyday life, this has an impact on businesses for their daily needs such as renting out a house by entering into a rental agreement. A lease agreement is an agreement between two parties in taking the benefits of an object according to the agreed time limit. In the lease agreement, the first party as the lessee is only entitled to receive the benefits of the leased object for a time that has been agreed upon by both parties. and to enter into the lease agreement, it is necessary for a Notary to enter into the lease agreement to obtain legal certainty and proof at a later date.

The method used by the researcher in preparing this thesis is descriptive analytical with the intention of describing the existing situation by using the method used for the source and type of research data using Primary Law materials, Secondary Law materials and Tertiary Law materials, using purposive sampling as a sampling technique. The sample of the research data and also in this study for data collection used direct communication techniques with Notaries in Kuburaya and indirect communication techniques with house tenants and home owners in the Kuburaya area.

The person who enters into the house rental agreement is required to own a residential house and have a period of time in the residence within a certain period of time the tenant makes an agreement under the hand and through a receipt, if 2 years to 5 years due to work factors in different cities of origin of the person's domicile the person who rents the house enters into a rental agreement made before or by a notary. The lease agreement which is made privately and only uses receipts as evidence and expects good faith from both parties does not guarantee legal certainty, therefore it is necessary Notary deed which is evidence in a civil case process as evidence because of the characteristics of civil cases and civil law actions themselves which are formal and as evidence letters that are signed by containing events that form the basis of a right or an agreement, which was made intentionally from the beginning for crackers This is necessary because of a rebuttal or denial from the opposing party or to justify a right that is in dispute due to the loss of good faith from one party or both so that the Notary deed or authentic deed has perfect evidentiary power and has legal certainty.

Keywords: Notary, Agreement, Lease

ABSTRACT

Housing in household life is one of the essential aspects of daily life; this has implications for businesses that provide for their living necessities, such as renting out a house through a lease agreement. A lease agreement is a contract between two parties to utilize an object for a specified period. In the lease agreement, the first party, as the lessee, is only permitted to enjoy the benefits of the rented item during the period agreed upon by both parties. In order to obtain legal certainty and proof at a later date, a Notary is required to execute the lease agreement.

The method employed by the researcher in the preparation of this thesis is analytic-descriptive, to describe the existing situation by employing the method used for sources and types of research data derived from Primary Law, Secondary Law, and Tertiary Law. Purposeful sampling was used to collect research data. Direct communication techniques with notaries in Kuburaya and indirect communication techniques with tenants and homeowners in the Kuburaya region were used to collect data.

The person who enters a house lease agreement must own a residential home and have lived in residence for a certain amount of time within a given time frame. Due to work factors and differences in the city of origin of the person who rents the house, the lease agreement is executed in the presence of or before a Notary. A private lease agreement that uses only receipts as evidence and relies on the good faith of both parties cannot guarantee legal certainty. Due to the formal nature of civil cases and civil law actions, a notarial deed is required as evidence in the civil litigation process. The notarial deed is also a signed letter of evidence containing events that form the basis of a right or agreement, designed from the outset for proof. This is necessary due to denial from the opposing party or to justify a right in dispute due to one or both parties' loss of good faith so that a Notary deed or an authentic deed has an absolute evidentiary force and legal certainty.

Keywords: Notary, Agreement, Lease

