

Who Owns What? Legal Analysis of Unit Ownership in Solo Urbana Residence under Indonesian Land Law

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Abstract

The development of vertical housing in Indonesia is increasing rapidly along with the increasing needs of urban communities for practical and strategic places to live, one of which is through the construction of apartments. However, behind this phenomenon, there are important issues related to the ownership of apartment units in the perspective of Indonesian land law. This article discusses juridically the form of ownership of apartment units through the mechanism of Property Rights on Flat Units (HMSRS), with a case study of Solo Urbana Residence in Surakarta City. In addition, this article also reviews the legal requirements that must be met so that the ownership status of an apartment unit can be considered valid, as well as how legal protection is provided to unit owners in the event of a dispute, both in the administrative, civil and criminal realms. By using normative juridical method and qualitative approach to regulations and legal literature, this article aims to provide understanding to the public to be more vigilant and understand their legal rights in apartment transactions.

Keywords

Flat Unit Ownership Rights, Apartment Ownership, Legal Protection

A. Introduction

The development of apartment construction in major cities across Indonesia is no longer new, including in the city of Surakarta (Solo). The dynamic lifestyle of urban communities and the need for practical housing have made apartments a primary choice, especially among young people and working professionals. One of the well-known apartments in Solo is Solo Urbana Residence, which presents itself as a modern vertical residence offering various facilities. However, behind the trend of living in apartments, there is a significant legal issue often overlooked by the public: the legal status of apartment unit ownership under Indonesia's prevailing land law.

Many people assume that purchasing an apartment unit is the same as buying a landed house. In reality, however, the two are legally very different. Under the Indonesian land law system, ownership of an apartment does not automatically mean ownership of the land on which the building stands. What the buyer actually owns is the **Hak Milik atas Satuan Rumah Susun** (HMSRS) or Property Rights on Flat Units, a specific form of ownership regulated under Law Number 20 of 2011 concerning Apartments, and further refined in its derivative regulations following the enactment of the Job Creation Law. This raises questions about the actual legal and valid form of ownership of apartment units such as those in Solo Urbana Residence under Indonesian land law.¹

Many members of the public are unaware of the legal requirements that must be fulfilled for apartment ownership to obtain valid ownership status. If these requirements are not met or are ignored, buyers may only possess a sales agreement without clear ownership status. This poses significant risks, especially if disputes arise later between residents, management, or even developers. Moreover, in practice, some developers are often slow in processing SHMSRS certificates, even after buyers have fully paid for their units.²

Furthermore, the discussion extends to legal protection for unit owners if disputes arise in the future—such as overlapping certificates, developer bankruptcy, or internal conflicts among residents. Cases like

¹ Nurhayati, Indah. (2021), p. 36.

² Sembiring, Rika. (2022), p. 117.

these can harm owners who simply intend to secure safe and legal housing. Therefore, it is essential to thoroughly examine the legal protection mechanisms for ownership rights over apartment units, such as those in Solo Urbana Residence, so that the public not only understands how to purchase but also fully comprehends their legal rights.³

Based on the above explanations, this article explores the form of apartment unit ownership under Indonesian land law, specifically in the case of Solo Urbana Residence. It also examines the legal requirements for buyers to obtain ownership rights over apartment units and analyzes the legal protection available if disputes occur. This discussion aims to increase public legal awareness and ensure protection when deciding to purchase apartment housing.

Problem research:

1. What is the form of apartment unit ownership under Indonesian land law?
2. What are the legal requirements for buyers to obtain ownership rights over apartment units at Solo Urbana Residence?
3. What legal protection is available for such ownership rights in the event of disputes?

This article employs a normative juridical research method, focusing on applicable positive legal norms, including statutory regulations, legal doctrines, and relevant legal principles related to the issues discussed. This method was chosen because the research focuses on analyzing legal regulations concerning apartment unit ownership, particularly the **Hak Milik atas Satuan Rumah Susun** (HMSRS), within the Indonesian land law system, with a concrete case study of Solo Urbana Residence in Surakarta City.

The data used in this article are secondary data, consisting of primary, secondary, and tertiary legal materials. Primary legal materials include legislation such as Law Number 5 of 1960 on the Basic Principles of Agrarian Principles, Law Number 20 of 2011 on Apartments, and its derivative regulations, including Government Regulation Number 12 of 2021 and other relevant regulations. Secondary legal materials consist of law journals, textbooks, and

³ Prasetyo, Yudha. (2023), p. 59.

scientific articles supporting the analysis. Tertiary legal materials include legal dictionaries and encyclopedias that provide additional understanding of legal terms and concepts used.

The analytical technique used is qualitative analysis, involving the examination and evaluation of legal regulations and expert legal opinions, then linking them to the actual practice of apartment unit ownership at Solo Urbana Residence. The author also conducted factual information research regarding the condition of the apartment through literature studies and information from official websites and reliable media sources.

This method is expected to provide a clear picture and understanding of apartment unit ownership from the perspective of Indonesian land law and to answer legal questions regarding the protection of ownership rights over apartment units, particularly relevant to apartments in Solo.

B. Form of Apartment Unit Ownership under Indonesian Land Law

In Indonesia, apartment unit ownership is not equivalent to landed house ownership, as the legal concepts differ significantly. While a landed house can be owned directly along with the land it stands on, apartments cannot be owned in the same way. Since an apartment unit is part of a vertical building (apartment complex), the applicable ownership form is *Hak Milik atas Satuan Rumah Susun* (HMSRS). This form of ownership is stipulated in Law Number 20 of 2011 on Apartments and reinforced by derivative regulations, such as Government Regulation Number 12 of 2021 on the Management of Apartments. These regulations state that individuals can own apartment units individually while simultaneously holding collective rights over common areas, shared objects, and the shared land on which the apartment building stands.⁴

Legally, HMSRS is a form of ownership that is both individual and collective. This means that an individual can have full ownership rights over a specific unit—such as unit 1201 in Solo Urbana

⁴ Sembiring, Rika. (2022), p. 116.

Residence—while simultaneously holding collective rights over shared building components, such as staircases, elevators, corridors, gardens, swimming pools, and even the land on which the building is constructed. Ownership of the land itself is not held individually but collectively, typically in the form of Right to Build (HGB) over State Land Management Rights (HPL). Therefore, apartment buyers do not directly own land rights but share them collectively with all other unit owners.⁵

This ownership model is strictly regulated by the state due to the involvement of multiple stakeholders within a single apartment building. To be recognized as an official apartment unit owner, the buyer must register the ownership rights at the Land Office to obtain an SHMSRS certificate, which serves as official and state-recognized proof of ownership. This certificate is the legal evidence of apartment ownership under national land law. Without an SHMSRS certificate, an individual's status over an apartment unit remains limited to contractual ownership based on a sales agreement (PPJB), which is legally incomplete and weak in the event of future disputes.

HMSRS ownership does not arise automatically but depends on the legal status of the land on which the apartment is built. If the land does not meet legal requirements—such as lacking HGB status over HPL, IMB (Building Permit), or a land certificate—the SHMSRS cannot be issued. This is a common practical issue, as many developers fail to disclose the true land status while still selling units to the public. As a result, even after full payment, buyers may not obtain strong ownership status. Such situations can create legal loopholes and new agrarian conflicts in urban areas.

This form of ownership is designed to balance individual and collective rights. The state ensures that each unit owner has legal certainty over their ownership while also preventing actions that could harm the collective interests of other residents. Apartment ownership should not be viewed merely as a simple transaction but as part of the national land law system, carrying legal consequences and responsibilities. At Solo Urbana Residence, unit owners must recognize their individual rights over their units while also fulfilling their

⁵ Lestari, Dwi. (2021), hlm. 4.

obligations to respect the shared rules and regulations of the residential complex, in accordance with land law principles and apartment regulations.

C. Legal Requirements for Buyers to Obtain Ownership Rights over Apartment Units at Solo Urbana Residence

Under the Indonesian land law system, not every apartment buyer automatically receives an SHMSRS certificate. Several legal requirements must be met before apartment unit ownership is legally valid. This is especially important for buyers at complexes like Solo Urbana Residence. Without caution, buyers may only receive a sales agreement or payment receipt without having legally recognized ownership status due to unmet legal requirements.

The first and most fundamental requirement is the legal status of the land on which the apartment building stands. Law Number 20 of 2011 on Apartments states that apartment units can only be legally owned if the building is constructed on land with Hak Milik (Freehold), *Hak Guna Bangunan* (Right to Build/HGB), or Hak Pakai (Right to Use) status, in accordance with existing regulations. In practice, commercial apartments like Solo Urbana Residence are typically built on HGB land registered under the developer's name. If the land status is unclear or does not comply with regulations, the SHMSRS cannot be issued. Legal land status is an absolute prerequisite before ownership can be legally transferred to buyers.

The second requirement is that the apartment building must possess an *Izin Mendirikan Bangunan* (IMB), now known as *Persetujuan Bangunan Gedung* (PBG), and must have received approval as a commercial apartment complex, along with a formal statement that the building will be divided into individual apartment units. Government Regulation Number 12 of 2021 on the Management of Apartments further stipulates that without legal documents such as PBG and other technical permits, the legal separation of units cannot proceed.

Another requirement is that the developer must complete the preparation and official approval of the floor plan and *pertelaan*. *Pertelaan* is a detailed description of the apartment units, including unit

locations, sizes, boundaries, and shared areas (such as corridors, gardens, and elevators). Without a legally approved *pertelaan*, the Land Office cannot process SHMSRS issuance. These documents serve as the technical basis for registering apartment units in the Land Book and issuing individual SHMSRS certificates to buyers.

Buyers must also fully settle all payment obligations for the purchased apartment unit, whether through installment plans, housing loans (KPR), or outright cash payments. SHMSRS certificates are only issued to parties who have fully completed the legal sales transaction. Buyers who are still in the reservation phase or have not fully paid are only entitled to rights under a Perjanjian Pengikatan Jual Beli (PPJB), not ownership rights.

Finally, to issue the SHMSRS in the buyer's name, the buyer must complete the name transfer process at the Land Office, submitting all required legal documents, including a certified copy of the Deed of Sale (AJB) prepared by a Public Notary (PPAT), proof of full payment, ID card (KTP), tax identification number (NPWP), and the *pertelaan* documents. After verification, the Land Office will issue an individual SHMSRS certificate, serving as official and state-recognized proof of ownership.

By understanding and fulfilling all these requirements, buyers at Solo Urbana Residence can secure strong legal protection and clear legal status over their purchased units. Unfortunately, many cases involve developers who lack transparency or fail to complete legal procedures, resulting in buyer losses. Therefore, the public is advised to always inquire about land status, building permits, and certification clarity before purchasing an apartment unit.

D. Legal Protection of Ownership Rights in the Event of Disputes

Under Indonesian land law, legal protection of ownership rights over apartment units is crucial, especially when disputes arise between unit owners and other parties such as developers, third parties, or fellow residents. Such disputes may stem from various causes, including developer default, delayed certificate issuance, or double claims over a single unit. Indonesian law provides legal protection mechanisms to

ensure that rightful owners can maintain their ownership rights, through administrative, civil, and criminal avenues if necessary.

The first and most fundamental legal protection is the SHMSRS certificate itself. This certificate is strong, state-recognized evidence of ownership, guaranteed under Law Number 5 of 1960 on the Basic Principles of Agrarian Principles (UUPA) and Law Number 20 of 2011 on Apartments. In ownership disputes, the SHMSRS serves as primary evidence in court to establish the rightful owner. Article 32 paragraph (1) of Government Regulation Number 24 of 1997 on Land Registration states that certificates issued by the Land Office are strong legal evidence unless proven otherwise.

If disputes arise due to developer negligence—such as selling one unit to two different buyers or failing to complete *pertelaan* and SHMSRS registration—affected buyers may pursue civil litigation by filing breach of contract or tort claims at the district court. In many cases, courts determine rightful ownership based on legal evidence such as the deed of sale (AJB), payment receipts, and correspondence with the developer. Buyers may also petition the court to compel the developer to issue the SHMSRS if they fail to fulfill their legal obligations.

In cases involving criminal acts—such as certificate forgery, embezzlement, or fraud—unit owners may pursue criminal action by reporting to the police. Law Number 1 of 2023 on the Criminal Code (new KUHP) continues to protect victims in property transactions. This form of legal protection is repressive, aiming to punish the guilty party and restore the victim's rights according to court rulings. In addition to formal court protection, the state also provides alternative dispute resolution mechanisms through Alternative Dispute Resolution Institutions (LAPS), such as the National Arbitration Board of Indonesia (BANI) or mediation at the Land Office. These mechanisms are useful when parties seek faster, less formal resolutions through mutual agreements with legal enforceability. In fact, in many apartment projects like Solo Urbana Residence, developers often include clauses in contracts requiring mediation or arbitration as the first step before litigation.⁶

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Legal protection is also enforced through registration and supervision by the Land Office and local government. Authorities are obligated to ensure that every apartment project meets legal requirements before being sold to the public. If violations are found—such as developers selling units without proper permits or valid *pertelaan*—the government has the authority to take action and impose sanctions. Thus, legal protection for apartment owners depends not only on the judicial system but also on an active and responsive land administration system.

With these instruments, unit owners at Solo Urbana Residence or any other apartment complex should receive strong legal protection, both preventively and repressively. However, this protection is only effective if buyers actively safeguard their rights from the beginning—by ensuring document completeness, verifying land legality, and avoiding blind trust in developer promises before all legal requirements are fulfilled.

E. Conclusion

Ownership of apartment units in Indonesia, particularly at Solo Urbana Residence, is governed by the *Hak Milik atas Satuan Rumah Susun* (HMSRS) mechanism—a form of individual ownership tied to collective rights over land and shared building components. This ownership is not automatically acquired upon purchase but requires fulfillment of several legal conditions, including clear land status, building legality (PBG), valid *pertelaan*, and completion of transaction and name transfer procedures at the Land Office. Legal protection for unit owners is comprehensively regulated in administrative, civil, and criminal aspects. In case of disputes, owners can use the SHMSRS as legal evidence and pursue court litigation or alternative dispute resolution such as mediation and arbitration. This legal protection is both preventive and repressive but functions effectively only when buyers actively ensure all legal procedures and documents are completed from the outset.

Recommendations: First, prospective apartment buyers, especially those interested in Solo Urbana Residence, should focus not only on the physical aspects and price but also on understanding the

land's legal status and the building's legal completeness. Consulting a legal expert or notary before transactions can serve as an early preventive measure against legal risks. Second, developers are advised to be more transparent and diligent in fulfilling legal obligations, such as processing certificates, preparing *pertelaan*, and providing accurate information to buyers. Compliance with legal provisions will build public trust and minimize disputes. Third, local governments and Land Offices should enhance supervision and evaluation of apartment projects to prevent developers from selling units before legal requirements are met. Additionally, legal education for potential consumers is essential to increase public awareness of their rights and obligations in owning apartment units.

F. References

- Lestari, Dwi. (2021). Konsep Kepemilikan Unit Apartemen dalam Hukum Pertanahan Nasional. *Jurnal Hukum Properti*, 3(1), 1–17.
- Nurhayati, Indah. (2021). Aspek Kepemilikan Satuan Rumah Susun di Indonesia. *Jurnal Hukum Properti dan Pertanahan*, 4(1), 33–48.
- Prasetyo, Yudha. (2023). Sengketa Kepemilikan Unit Apartemen dan Implikasi Hukumnya. *Jurnal Legalitas*, 9(1), 55–71.
- Putra, Dimas. (2023). Alternatif Penyelesaian Sengketa dalam Transaksi Rumah Susun Komersial. *Jurnal Hukum Alternatif*, 4(1), 20–33.
- Rahayu, Fitria. (2020). Analisis Yuridis Terhadap Bentuk Kepemilikan Rumah Susun Menurut UU No. 20 Tahun 2011. *Jurnal Reformasi Hukum*, 4(2), 78–90.
- Rahmawati, N. (2023). Pendaftaran Pertelaan Rumah Susun sebagai Syarat Penerbitan Sertifikat. *Jurnal Pertanahan dan Agraria*, 7(1), 49–62.
- Sembiring, Rika. (2022). Perlindungan Hukum terhadap Pembeli Apartemen yang Belum Memperoleh Sertifikat SHMSRS. *Jurnal Hukum Kenotariatan*, 6(2), 114–129.
- Utomo, R.A. (2023). Status Hukum Sertifikat Hak Milik Satuan Rumah Susun di Indonesia. *Jurnal Legalitas Agraria*, 5(2), 22–35.

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