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ANALYSIS OF CONSUMER LEGAL PROTECTION OVER CONSUMER HOUSE CERTIFICATE GUARANTEE BY DEVELOPER TO BANK IN THE CASE OF PT. ACK

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Abstract

Problems in the housing sector often position consumers in a weak position, especially in legal relationships involving developers who are in default against banks. This research aims to analyze the legal position of consumers in housing transactions when the consumer's certificate is guaranteed by the developer to the bank and what forms of legal protection efforts exist for consumers. The research method used is normative research with statutory, conceptual and comparative approaches. The research results show that the position of consumers in the Sale and Purchase Agreement is still weak and expectant because the rights owned by consumers are not yet full material rights, so consumers cannot yet be called the holder of ownership rights to the housing unit. Consumers who do not yet hold property rights make consumers vulnerable to developer default or disputes with third parties such as banks as creditors holding mortgage rights. Comprehensive legal protection, both preventive and repressive, is needed, realized through clear regulations, monitoring the implementation of agreements, and effective dispute resolution procedures. This research emphasizes the importance of strengthening the position of consumers in order to realize legal certainty and legal protection for housing consumers.

KEYWORDS
Housing Consumers, Sale and Purchase Agreements, Legal Position of Consumers, Consumer Legal Protection

Introduction

A house is a basic need for all people in the world[1] and is part of Human Rights (HAM) which is protected by the United Nations (PBB) through the 1948's Universal Declaration of Human Rights (UDHR) and the 1966's International Covenant on Economic, Social and Cultural Rights (ICESCR).[2] A house can be defined as a building that functions as a habitable place to live, as a means of building a family, as a symbol of honor and status for its residents, and as an asset for its owner. Houses are not only used for human habitation needs, but also contain social and economic aspects. Meanwhile, housing is a collection of houses that are part of settlements, both urban and rural, as part of public facilities, infrastructure and utilities as a result of efforts to provide livable houses.

One of the basic human needs for housing can be realized through housing. The main provisions related to housing in Indonesia are Law Number 1 of 2011 concerning Housing and Settlement Areas which is accompanied by provisions in Law Number 5 of 1960 concerning Basic Agrarian Principles (UU PA) with Government Regulation Number 24 of 1997 concerning Land Registration (PP 24/1997) as a derivative regulation. The provisions relating to housing consumers are regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK). Several of these provisions emphasize that consumers have the right to security, comfort and legal certainty in obtaining goods or services, including in the case of buying and selling housing, especially those involving more than two parties such as developers and banks.

[1] Anna Oleńczuk-Paszel and Agnieszka Sompolska-Rzechuła, "Housing Conditions and the Quality of Life of the Populations of the European Union Countries," *Sustainability* 17, no. 4 (2025): 1-25, https://doi.org/10.3390/su17041550.

[2] Nguyen Van Hoi and Nguyen Thi Hong Yen, "Right to Access Social Housing in the Perspective of International Human Rights Law and Vietnam's Regulations," *Journal of Southeast Asian Human Rights* 8, no. 2 (2024): 288-313, https://doi.org/10.19184/jseahr.v8i2.45021.

An example of a real housing transaction involving consumers with developers and banks is the case of PT. ACK (Agung Citra Khasthara) with the object of the dispute being 66 (sixty six) housing units in the Punsae Housing Complex located in Kalongan Village, West Ungaran District, Semarang Regency, Central Java.[3] Reporting from the website indocontractor.com, PT. ACK is a developer company from Kudus Regency which then started running the Punsae Housing business in 2017 with a pre-project selling system that includes PPJB in the transaction process. However, without approval and without consumers knowing, PT. ACK as the developer has apparently used the consumer's house certificate as an object of collateral for credit debt to the bank. As a result of the developer's actions, consumers who have made payments or who have occupied housing units must be prepared to be faced with legal risks if the developer is proven to be in default against the bank.

Ideally buying and selling housing should be able to provide legal certainty and protection for consumers as the weaker party in legal relations with business actors[4] and balance of rights and obligations between parties in the housing industry. One of these legal certainties is related to the consumer's legal status as the legal owner of a housing unit, which usually goes through procedures starting from the Sale and Purchase Agreement (PPJB), Sale and Purchase Deed (AJB/APJB), and Certificate Rights Ownership (SHM).[5] Consumer of PT. ACK is a consumer who is willing to follow the buying and selling procedures through PPJB which, if the contents are appropriate, then the consumer should be entitled to get AJB and SHM which are split from the main Building Use Rights Certificate (SHGB). PT. ACK's consumer has also fulfilled its obligations in paying for

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[3] Dian Ade Permana and Gloria Setyvani Putri, "Agunkan 66 Sertifikat Senilai Rp 11,7 Miliar, Pengembang Ungaran Asri Regency Ditahan," *KOMPAS.com*, last modified 19 Juny 2025, https://regional.kompas.com/read/2025/06/19/130630078/agunkan-66-sertifikat-senilai-rp-117-miliar-pengembang-ungaran-asri-regency.

[4] David M.L. Tobing, *Klausula Baku: Paradoks dalam Penegakan Hukum Perlindungan Konsumen* (Jakarta: PT Gramedia Pustaka Utama, 2019).

[5] Urip Santoso, *Peralihan Hak Atas Tanah dan Pendaftarannya* (Jakarta: Kencana, 2010).

houses, so consumers should have assurance that the object purchased is not being used as collateral or encumbered with mortgage rights by other parties.

Punsae Housing legal problems began to emerge when consumers received threats of a collateral auction by the bank which would be held on May 16 2025.[6] Consumers who were not previously informed that the developer in 2018 placed a mortgage rights on the certificate leaving consumers to face unpredictable legal consequences, resulting in legal issues arising regarding whether the certificate that had been promised in the PPJB could actually be guaranteed by one of the parties to a party outside the PPJB. This legal issue then triggers legal problems related to the legal position of consumers regarding the certificate of the house they have purchased, but on the other hand it has also been guaranteed by the developer to the bank and what forms of legal protection can be implemented and given to consumers if a dispute occurs between the developer and the bank, like the case of PT. ACK.

The problem also became more complicated when a legal gap was found in the form of differences in provisions regarding the transfer of land rights between the UU PA and PP 24/1997 and the legal provisions issued by the Supreme Court (MA) in the Supreme Court Circular Letter (SEMA). This situation is also similar to the results of previous research where quite a few people do not understand the concept of PPJB properly and the concept of transferring land rights which does not stop at buying and selling, but needs to go through legal procedures first.[7] This can also show the difference between legal theory and the phenomenon in society that although social practice (*de facto*) and modern property transactions often

[6] Maria Novena Sinduwara, “Kronologi Warga Perumahan Punsae Ungaran Diduga Jadi Korban Penipuan, Sertifikat Rumah Digadai Pengembang,” *RADARSEMARANG.ID*, last modified 16 March 2025, https://radarsemarang.jawapos.com/ungaran/725771024/kronologi-warga-perumahan-punsae-ungaran-diduga-jadi-korban-penipuan-sertifikat-rumah-digadai-pengembang.

[7] Zora Febriena Dwithia H.P., "Penyuluhan Hukum Masyarakat tentang Perjanjian Pengikatan Jual Beli," *Jurnal Dedikasi Hukum* 1, no. 2 (2021): 135 - 143, https://doi.org/10.22219/jdh.v1i2.17356.

consider buyers who have signed PPJB as owners, positive law (*de jure*) only recognizes the transfer of rights through AJB.

There are several previous studies that have examined consumer legal protection in the housing industry, including those relating to default by developers, delays in handing over houses, non-compliance with specifications, and disputes in PPJB. However, the majority of this research still focuses on the elements of a housing sale and purchase agreement between two parties, and has not discussed the position of consumers in situations where the consumer's house certificate is guaranteed by the developer to a bank as a third party outside PPJB. Research that specifically discusses consumer legal protection in these conditions can be said to be still relatively limited.

The novelty of this research is the analysis of the legal position and legal protection efforts for consumers in terms of guaranteeing consumer home certificates by developers to banks by taking into account the principle of good faith as a principle of agreement as regulated in Article 1338 of the Civil Code (KUH Perdata) which can later determine the validity of the parties protected by law. This research not only examines the legal relationship between consumers and developers that emerged from PPJB, but also discusses PPJB as a contractual agreement which indirectly gives rise to 'expectative ownership rights' which have not been explained explicitly in Indonesian agrarian law and touches on the factual theory of control that has been fulfilled by consumers after the PPJB was agreed to. In this way, it is hoped that this research can provide a new perspective in understanding the legal status or position of consumers in housing transactions involving more than two parties.

If this legal issue is not analyzed in depth, it is feared that it will cause legal uncertainty for the community, especially housing consumers. Consumers' ignorance of positive law is a violation of the principle of fiction, so this is an indication of the legal uncertainty that occurs. In fact, as people who live in Indonesia, which is a country of law, it is appropriate for people to be protected by law, including housing consumers. Consumers who are at risk of losing ownership of the house they have purchased or are involved in a legal dispute between the developer and the bank will not only suffer material losses, but can also trigger a decline in the level of public trust in the laws in force in Indonesia, especially regarding the housing industry.

The benefit of conducting this research is that it provides knowledge and an overview regarding the position or legal status of consumers if a dispute occurs involving the developer and the bank. The aim itself is to analyze and emphasize how important legal knowledge regarding consumer protection is in the housing industry in Indonesia. It is hoped that the research results will make an important contribution to innovation in housing law and consumer protection law. Apart from that, it is also hoped that this research can provide recommendations for policy makers, law enforcement officials, and business actors in the property industry in creating a more effective system to protect housing consumers.

Based on the description above, the problem that can be formulated in the research is related to the legal position of consumers regarding house certificates which are used as collateral for debts by developers to banks and what forms of consumer legal protection are taken regarding these disputes. These two legal issues are important and relevant to discuss because they relate to housing as one of the basic human needs as well as a human right that is recognized by both international and national law. By paying attention to the principle of good faith between consumers and developers, this legal issue requires a comprehensive analysis in order to find a legal solution to be able to provide legal certainty and legal protection, especially for housing consumers.

Methods

This legal research applies normative research methods. The focus of the research is positive legal norms that regulate the protection of housing consumers, namely Punsae Housing consumers who are disadvantaged by developers because they guarantee the consumer's housing unit certificate. The normative method was chosen because this research aims to analyze applicable legal regulations and principles and to assess how effective these legal norms are in providing legal protection and legal certainty for consumers.

The first approach used in this research is a legislative approach by examining statutory regulations regarding agreements, housing, consumer protection, transfer of land rights, even the Civil Code as the most general basis for private law. The next approach is a conceptual approach by studying the principle of good faith as one of the principles of individual rights[8] to guarantee legal certainty in order to realize consumer protection. This research also uses a comparative approach by comparing the provisions used in similar cases of housing consumers who were harmed by developers.

The legal materials used in this research include primary, secondary and tertiary legal materials. Primary legal material consists of statutory regulations relating to the legal issue being studied. Secondary legal materials include books, scientific journal articles, and previous research relevant to the legal issues raised. Meanwhile, tertiary legal materials include legal dictionaries and encyclopedias as support.

Result and Discussion

1. Legal Position of Housing Consumer

Every person's right to residence is regulated in Article 28H paragraph (1) of the 1945 Constitution of the Republic of Indonesia (UUD 1945) and Law Number 39 of 1999 concerning Human Rights (UU HAM) which makes

[8] Mariam Darus Badrulzaman, *SISTEM HUKUM BENDA NASIONAL* (Jakarta: PT. Alumni, 2022).

residence one of the rights of every Indonesian citizen (WNI) and every person. This right is also contained in Law Number 1 of 2011 concerning Housing and Settlement Areas (UU 1/2011) which states the right for every person to live in and occupy a house. Each person referred to refers to a legal subject in the form of an individual (*natuurlijk persoon*) or legal entity (*rechtpersoon*), so that consumers who are individuals are included as legal subjects who have residence rights based on these legal provisions.

Consumers are every person who uses goods and/or services available in society, whether for individuals, families, other people, or other living creatures and not for transactions, so that housing consumers can be defined as every person who uses housing goods and/or services. Housing consumers buy housing units from developers who sell housing units that have been agreed to be traded, followed by a transfer of land rights in accordance with applicable regulations. The parties agreeing to bind themselves is the first condition of an agreement, which is then stated in the PPJB. As one of the subjective requirements of a valid agreement, agreeing can contain defects of will if there is error/misdirection, coercion, or fraud. This fraud refers to actions in the form of trickery that cause the opposing party to have an incorrect image of something, thus making the opposing party finally willing to accept and be willing to enter into an agreement.[9]

Housing consumers are consumers who are bound by the provisions of agrarian law in the form of transfer of land rights. Land rights can be interpreted as rights that give authority to the right holder to use and/or take advantage of the land to which he has rights. The word 'use' means to build buildings, while 'take advantage' means not to build buildings, for example for agricultural, plantation, livestock or fishery purposes. Land rights promised in the PPJB of PT. ACK itself is in the form of property rights in the name of each consumer of Punsae Housing which should be separated from SHGB.

[9] Urip Santoso, *Perolehan Hak Atas Tanah* (Jakarta: Kencana, 2015).

SHGB of PT. ACK must go through splitting and transferring land rights first in order to give birth to SHM. Transfer of land rights is the transfer of control of land that originally belonged to a person or group of people to another person. The transfer of land rights is divided into redirected or transfer. Transfer means that land rights will be transferred automatically by law without going through any specific legal action. An example is land rights that are transferred due to inheritance. Meanwhile, redirected means that land rights can only be transferred to another person if a legal action has been carried out by the agreeing party. Legal acts are all actions of legal subjects whose consequences are regulated by law, because these consequences are considered to be the will of those who carry out the law.

One form of legal action that can cause the transfer of land rights is buying and selling. This buying and selling is a legal act that includes two reciprocal acts,[10] which is a form of agreement that creates an obligation or agreement to hand over something. This obligation is realized in the form of handing over the material (house and land) by the developer and handing over (payment) of money by the buyer to the seller.[11] Although land rights can only be said to have been transferred if they go through AJB/APJB and not through PPJB, PPJB in the context of buying and selling housing is created as a legal act that creates a legal situation for both consumers and developers. This legal situation is characterized by a change in the status of the parties, namely from consumers to buyers and developers to sellers.[12]

PPJB is a conditional agreement because it contains conditions that have not been fully fulfilled.[13] The PPJB requirements from this developer

[10] R. Subekti, *Aneka Perjanjian* (Bandung: PT. Citra Aditya Bakti, 2014).
[11] G. Widjaja and K. Muljadi, *Jual Beli: Seri Hukum Perikatan*, Ed. 1 (Jakarta: Raja Grafindo Persada, 2003).
[12] Govinda Dewantara, Wira Franciska, and Felicitas Sri Marniati, "Kepastian Hukum PPJB dengan Pengembang Atas Tanah yang Menjadi Objek Sengketa Boedel Pailit," *Jurnal Bisnis Mahasiswa* 5, no. 2 (2025): 643-650, https://doi.org/10.60036/jbm.534.
[13] Faisal Muhammad, "Implementation of the Basis of Legal Certainty to the Parties in the BTN Bank Mortgage Agreement with the Binding Sale Purchase Agreement Act (Study at Bank BTN Kediri)," *International Journal of Social Science Research and Review* 7, no. 9 (2024): 280-290, http://dx.doi.org/10.47814/ijssrr.v7i9.2293.

are outlined, one of them, through standard clauses in the sanctions article with suspension conditions which read more or less as follows: (1) if the buyer is late in paying and/or does not pay off the payment, then the buyer is declared to be in debt to the seller; (2) if the seller sells land whose status does not comply with the provisions, then the seller returns the money he has received; and (3) if the buyer cancels and/or resigns, then the money paid by the buyer to the seller is declared lost. The conditions in paragraph (1) are *potestatif* conditions because they depend entirely on one of the parties, namely the buyer who is late in paying or does not pay. The conditions in paragraph (2) are mixed conditions because they involve the will of the seller in selling the land and are also accompanied by external factors because they relate to the status of the land whether it is in accordance or not in accordance with legal provisions. Meanwhile, paragraph (3) is also a *potestatif* requirement because it relates to the buyer's desire to cancel or resign.

PPJB is a consensual agreement and an obligatory agreement.[14] A consensual agreement means that the agreement is based on agreement by the parties. Meanwhile, an obligatory agreement means an agreement that creates obligations for the parties regarding an object. PT. ACK's PPJB is based on an agreement between the consumer and the developer which requires the consumer to make payment and requires the developer to hand over the housing unit along with the agreed SHM. As a result, PPJB is said to be contractual because it has a binding relationship between the seller or developer and the housing buyer or consumer.[15] If one of the parties who agreed to the PPJB is proven to have violated the agreement or committed a default, then there will be legal consequences in accordance with the PPJB

[14] Alan Pradigdo Setyo Budi, and Ana Silviana, "Perlindungan Hukum Konsumen Berdasarkan Perjanjian Pengikatan Jual Beli (PPJB) dalam Pembelian Rumah," *Notarius* 18, no. 4 (2025): 1164-1181, https://doi.org/10.14710/nts.v18i4.48810.

[15] Arivan Halim, "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuat Pengembang Dalam Pre Project Selling," *Justice Voice* 1, no. 2 (2022): 53-69, https://doi.org/10.37893/jv.v1i2.192.

clause. Because the PPJB itself only presents the contractual obligations of the parties, it cannot be said that there has been a transfer of rights in it.

As a contractual agreement, PPJB must be based on the principle of good faith. Y.S. Simamora said that good faith is part of contractual obligations and that what is binding is not only what is directly stated by the parties, but also includes what according to the principle of good faith must be done. This confirms that good faith is a form of legal obligation that must be fulfilled in the entire contract process.[16] The term good faith itself is a translation from Dutch, namely '*te goede trouw*'[17] and according to the Big Indonesian Dictionary (KBBI), its meaning is trust, firm belief, intention, (good) will.[18] As for the Merriam-Webster Dictionary which states the synonym for good faith as 'honesty or lawfulness on purpose' and Black's Law Dictionary which defines good faith as, "Sometimes legally binding due diligence around the effort made, information given, or transaction carried out, honestly, objectively, with no deliberate intent to defraud the other party. However, this does not cover a sin."

Good faith is one of the consumer obligations when carrying out transactions to purchase goods and/or services stated in Article 5 letter b of the UU PK. PT. ACK's consumer has good faith because he has made all efforts to fulfill the achievements in the PPJB, including good faith in making proper payments for the housing unit. The real efforts of consumers who sign the PPJB can also indicate good faith because consumers are considered to comply with the applicable provisions. Indirectly, consumers have also fulfilled their obligation to be careful (duty of care).[19] Good faith

[16] Yohanes Sogar Simamora, *Hukum Kontrak: Prinsip-Prinsip Hukum Kontrak Pengadaan Barang dan Jasa Pemerintah di Indonesia* (Surabaya: LaksBang, 2017).
[17] Huala Adolf, "Prinsip Itikad Baik (Good Faith) dalam Hukum Kontrak," *BANI Arbitration and Law Journal* 1, no. 1 (2024): 26-42, https://doi.org/10.63400/balj.v1i1.3.
[18] Tim Penyusun Bahasa, *Kamus Besar Bahasa Indonesia* (Jakarta: Balai Pustaka, 2002).
[19] Muhammad Faisal, "Makna Itikad Baik sebagai Landasan Hak Kepemilikan Pembeli: Wujud Standar Tindakan dalam Menentukan Kejujuran Pembeli," *Jurnal Mercatoria* 14, no. 1 (2021): 9-19, https://doi.org/10.31289/mercatoria.v14i1.5079.

in contract law doctrine contains elements of honesty, openness and loyalty,[20] namely as follows:

1) Honest and not deceptive

Honesty, which is the core value of good faith,[21] can be judged by fulfilling their duty of care to avoid disputes and give the perception that consumers can be trusted. Consumers who do not cheat can be seen from the absence of deception/trickery, whether real or hidden from consumers.

2) Transparent and open[22]

Transparent and open consumers will not cover up information that is required in an agreement. Therefore, those are two things that are related to each other and are important elements in order to avoid default.

3) Loyal

Loyal consumers are consumers who are fully dedicated to fulfilling agreements and complying with applicable legal provisions. This propriety is also related to consumers respecting the rights of other parties,[23] to avoid default.

The developer's default on consumers occurred because the developer violated a clause in the PPJB which was made with consumers in 2017, then confirmed by a credit agreement between the developer and the bank at the beginning of 2018. The credit agreement occurred after the PPJB was signed, so it was true that the developer had already bound himself with the consumer and the consumer was the first party to bind himself with the

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[20] Salim HS, *Perkembangan Hukum Kontrak di Indonesia* (Jakarta: Rajawali Pers, 2019).
[21] J.W. Carter, and Wayne Courtney, "GOOD FAITH IN CONTRACTS: IS THERE AN IMPLIED PROMISE TO ACT HONESTLY?" *The Cambridge Law Journal* 75, no. 3 (2016): 608-619, https://doi.org/10.107/S0008197316000507.
[22] J. Luzak, A.J. Wulf, M.B.M. Loos, and M. Junuzovic, "ABC of Online Consumer Disclosure Duties: Improving Transparency and Legal Certainty in Europe," *Journal of Consumer Policy* 46, no. n.d. (2023): 307-333, https://doi.org/10.1007/s10603-023-09543-w.
[23] Marta Nataya Narwastu Aji, Utari Dwi Apriliani, and Charlie Okniel Siagian, "PENERAPAN ASAS ITIKAD BAIK (GOOD FAITH) DALAM PERJANJIAN JASA TITIP LUAR NEGERI," *ALETHEA: Jurnal Ilmu Hukum* no. 1 (2023): 67-78, https://doi.org/10.24246/alethea.vol7.no1.p67-78.

developer earlier when compared to the bank. Because the PPJB contains a contractual relationship, the developer as the seller should complete the achievements first with the consumer as the buyer. However, instead of that, developers actually bind themselves to other parties, namely banks, in credit agreements. This ultimately triggers a dispute between consumers and developers and banks because it results in legal uncertainty regarding the position of consumers as buyers who should obtain ownership rights to the housing units that have been agreed upon.

PT. ACK’s as the developer who guarantees the consumer certificates is in conflict with the provisions of the Civil Code. Developers who do not fulfill PPJB achievements violate Articles 1239 and 1243 because the developer does not complete the agreement properly, so consumers have the right to receive compensation for costs, losses and interest. The developer violated the principle of ‘*pacta sunt servanda*’ in Article 1338 because it did not comply with the PPJB as if complying with the law. The developer also violated the principle of good faith that must exist in agreement because the developer's dishonesty causes consumer ignorance and it also seems to be arbitrarily regarding the consumer's agreement. This can also be an indication of Unlawful Actions (PMH) in Article 1365 because developers who guarantee consumer certificates fulfill the legal act, legal uncertainty that occurs to consumers fulfills the elements of loss, and developers who violate these provisions fulfill the elements of breaking the law.

The next provision is Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land (UU HT). Based on Article 4 paragraph (1) letter c, building use rights are indeed one of the objects of land rights that can be burdened with mortgage rights. This mortgage right then gives priority rights (*droit de preference*) to the creditor as the holder of the mortgage right in accordance with Article 1 point 1. Article 6 also gives the right to sell the object of mortgage rights under its own authority through a public auction and to pay off its receivables from the auction results. Then in Article 7, the mortgage itself will continue to follow the object wherever the object is located (*droit de suite*). Apart from material rights, in Article 20 paragraph (1) the right of execution for creditors or holders of mortgage rights to sell objects of mortgage rights. However, the executorial rights based on the UU HT can actually trigger conflicts with related laws which also regulate the guarantee of consumer certificates.

Banks as Financial Services Business Actors (PUJK) should pay more attention to the provisions in the Financial Services Authority Regulation (POJK) Number 18/POJK.03/2016 concerning the Implementation of Risk Management for Commercial Banks if banks are faced with land rights objects that will be burdened with mortgage rights. Article 1 number 9, Article 4 paragraph (1) letter e, and Article 20 regulate legal risks arising from legal claims and/or weaknesses in juridical aspects, including due to laws and regulations that do not support or weaknesses in the agreement, such as not fulfilling the requirements for the validity of the agreement or imperfect binding of collateral. Banks that implement risk management should first ensure whether the object of land rights that will be encumbered with mortgage rights is tied to another party so that disputes do not occur in the future. Then POJK Number 22 of 2023 concerning Consumer and Community Protection in the Financial Services Sector in Article 7 paragraph (1) gives PUJK the right to ensure good faith as an obligation for candidates and/or consumers in accordance with Article 92 paragraph (3) letter c. It also contains consumer protection provisions which, based on the Elucidation of Article 85 paragraph (1), are provisions regarding all efforts to ensure legal certainty to provide protection to consumers and the public.

The next provisions is Law Number 8 of 1999 concerning Consumer Protection (UU PK), namely in Article 4 letter c, Article 7 letters a and b, and Article 10 letter c. Article 4 letter c contains the consumer's right to obtain legal certainty regarding correct, clear and honest information regarding the condition and guarantees for housing units which are not fulfilled by the developer, so that consumers do not receive legal certainty as well as being an indication of a violation of consumer protection law. Then Article 7 letter a states the obligation for business actors to have good faith in running their business which was also violated because the developer had bad faith by not complying with the PPJB clause regarding mortgage rights. Meanwhile, letter b states the obligation of business actors to fulfill consumer rights in accordance with Article 4 letter c, namely the obligation to provide legal certainty regarding the correct condition and guarantee of housing units to consumers. Article 10 letter c is prohibits business actors from providing offers, promotions or advertisements that are not true regarding conditions, guarantees, guarantees, rights or compensation for housing units as legal objects being sold. The developer also violated this article because it did not correctly state in the promotion the conditions of guarantees or dependents that were secretly agreed with a third party, namely the bank.

Next provisions is Law Number 1 of 2011 concerning Housing and Settlement Areas (UU 1/2011), namely Article 42 paragraph (2), Article 43, and Article 134. Letters a and b in Article 42 paragraph (2) of UU 1/2011 are the same as Article 22 of Government Regulation Number 14 of 2016 concerning the Implementation of Housing and Settlement Areas (PP 14/2016) in *juncto* with Article 22 of Government Regulation Number 12 of 2021 concerning Amendments to PP 14/2016 (PP 12/2021) which states that the Preliminary House Sale and Purchase Agreement (PPJB) system for houses can only be implemented if there is certainty of land ownership status and the agreed conditions have been fulfilled. Because the SHGB's separation itself was only carried out by the developer at the end of 2018, the land ownership status at the time of signing the PPJB in 2017 was considered to be still uncertain and the agreed matters could not be ascertained, so the developer should not have been able to implement the PPJB. Even though Article 43 paragraphs (2) and (3) does state that home ownership in paragraph (1) can be facilitated with credit which can be encumbered with mortgage rights, such mortgage rights are not mandatory if referred to in paragraph (4). The developer also be said to have violated the prohibition of Article 134 because the developer apparently carried out construction that did not comply with the regulations, by building Punsae Housing on moving land which could endanger consumers in the future.[24]

Consumers who sign the PPJB and have good faith in fulfilling PPJB achievements should receive consumer protection from legal certainty if the agreed PPJB is treated like a law that must be obeyed. However, because this PPJB also mentions many clauses that are detrimental to consumers, consumers are in the same position as being weakened. PPJB clauses that weaken consumers include the clause which states that consumers have no right to recalculate the transaction price and are not permitted to file a lawsuit if there is a difference between the land area in the PPJB object and the local National Land Agency (BPN) measurement results. The next clause states that consumers will also not make any claims regarding it. Consumers must guarantee the conformity of payment to the agreed time even though the consumer in this case has been harmed by the developer both materially and formally So, consumers are often considered the weaker party, so they need to be protected by enforcing consumer protection laws[25] in order to provide legal certainty for consumers.

Legal certainty for housing consumers can actually be obtained if there are formal provisions that recognize the consumer's position as the legal owner of the housing unit purchased through PPJB, even if the consumer's house certificate has been guaranteed by the developer to the bank. Provisions relating to the certainty of consumers' land rights are contained in the Supreme Court Circular Number 4 of 2016 concerning the Implementation of the Formulation of the Results of the 2016 Supreme Court Chamber Plenary Meeting as Guidelines for the Implementation of Duties for the Court (SEMA 4/2016) which is contained in the legal

[24] KompasTV Jateng, "Longsor di Ungaran Ancam Puluhan Rumah Subsidi Roboh," *KOMPAS.TV*, last modified 1 March 2023, https://www.kompas.tv/regional/383318/longsor-di-ungaran-ancam-puluhan-rumah-subsidi-roboh.

[25] Nurul Fibrianti, "KONSUMEN INDONESIA: DILINDUNGI DAN MELINDUNGI," *Jurnal Hukum Progresif* 11, no. 1 (2023): 71-81, https://doi.org/10.14710/jhp.11.1.71-81.

formulation of the civil chamber in the general civil section, precisely at number 7 (seven). This provision states that the transfer of land rights based on PPJB is legally deemed to occur if the buyer has paid the land price in full and has controlled the object of transaction and is done in good faith.

However, there are still other regulations that have existed before and are still in force in Indonesia, namely Law Number 5 of 1960 (UU PA) and Government Regulation Number 24 of 1997 (PP 24/1997). The transfer of land rights through the PA Law itself is regulated in Article 26 paragraph (1) which recognizes buying and selling as a method of transferring ownership rights. Meanwhile, PP 24/1997 in Article 37 paragraph (1) regulates that the transfer of land rights and house ownership rights can only be obtained if they have been registered and made by the authorized Land Deed Making Officer (PPAT) in accordance with applicable regulations. The deed is an original Deed of Sale and Purchase (AJB/APJB) and is perfect proof that a transaction has occurred in the jurisdiction of the authorized PPAT.[26]

There are different provisions that regulate the transfer of land rights that can cause a clash with legal norms in the form of legal principles, namely the *lex specialis derogat legi generali*, the *lex superior derogat legi inferiori*, and the *lex posterior derogat legi priori*[27] which applies in Indonesia. SEMA 4/2016 cannot be considered a more specific rule when compared to UU PA and PP 24/1997 because SEMA itself is a provision that is internal to the judiciary or only serves as a guideline for judges. SEMA 4/2016 is also not specifically used as a provision that regulates the transfer of land rights through PPJB, let alone being enforced generally in the legal field at large. Apart from that, because SEMA is also not included in the hierarchy of norms in accordance with Article 7 paragraph (1) of Law

[26] Olivia Laksmono, and I Made Pria Dharsana, "KEABSAHAN DAN KEPASTIAN HUKUM JUAL BELI TANAH BERDASARKAN AKTA DI BAWAH TANGAN YANG DIBUAT DIHADAPAN KEPALA DESA," *Syntax Literate: Jurnal Ilmiah Indonesia* 8, no. 4 (2023): 2566-2576, http://Dx.Doi.Org/10.36418/Syntax-Literate.v8i4.11661.
[27] Muhammad Reza Maulana, Zainal Abidin, and Mazwar, "The Interpretation of Legal Principles by the Government in the Special Autonomous Region of Aceh," *International Journal of Law and Society* 3, no. 2 (2026): 42-49, https://doi.org/10.62951/ijls.v3i2.885.

Number 12 of 2011 concerning the Formation of Legislative Regulations (UU 12/2011), SEMA cannot yet be formally ranked in relation to its lower position than the UU PA and PP 24/1997 which are below it. However, SEMA 4/2016, which came into effect from the year it was promulgated, is a newer provision when compared to the UU PA which originated in 1960 and PP 24/1997 which also came into effect from the date of promulgation.

The consumers's position cannot yet be formally referred to as holders of land rights in the form of SHM which should be split and transferred by the developer from SHGB. Consumers cannot yet hold SHM because the transaction process with the developer itself stops at PPJB without being continued to the creation of AJB/APJB. Instead of fulfilling PPJB, developers bind themselves to banks in debt credit agreements by making prospective consumers' home certificates as collateral or objects of collateral with encumbrances. The settlement of SHGB and measurement letters for consumer housing units is also only carried out after the credit agreement between the developer and the bank has been entered into, so that legal certainty regarding consumers' rights to obtain SHM cannot yet be implemented. Consumers who are bound through PPJB also only have a contractual relationship without transferring land rights, so consumers cannot officially be called the owner of the housing unit even though the consumer has occupied it. This is supported by positive law in Indonesia which only recognizes the transfer of land rights through a AJB/APJB made by an authorized PPAT. As long as the developer is still in default with the bank, then consumers will not be able to get legal certainty regarding SHM.

2. Housing Consumer Legal Protection Efforts

Efforts to protect housing consumers based on their nature are divided into two efforts, namely preventive and repressive efforts. Preventive efforts are carried out before a violation or dispute occurs which aims to prevent losses for the parties and to minimize losses to consumers. Meanwhile, repressive efforts can be carried out after a violation or dispute has occurred which aims to restore the rights of the parties, namely to provide protection to consumers. Preventive efforts include developer regulations and obligations, while repressive efforts include consumers' rights to demand compensation and dispute resolution.[28] This consumer protection effort in Indonesia itself has been regulated through several legal provisions which can then be sequenced through several stages, namely:

1) Pre-Transaction Protection

Consumers as potential buyers can apply protective measures before transaction by complying with Article 5 of the UU PK which contains consumer obligations as a gesture to prevent undesirable things from happening if these obligations are not carried out. Consumers who have fulfilled their obligations are consumers who have good faith and at the same time, this consumer's good faith can be proven and recognized by the authorities if in the future a dispute occurs in a judicial institution. Consumers must also understand Article 4 of the UU PK concerning consumer rights, Article 7 concerning the obligations of business actors, Article 9 which prohibits business actors from offering things with uncertain promises, and Article 10 which prohibits business actors from making false or misleading statements about guarantees or rights fof the object.

Consumers also need to pay attention to the requirements for housing construction in Article 42 of Law 1/2011 and Article 22 of PP 14/2016 in *juncto* with PP 12/2021. Article 22C paragraph (1) letter c *juncto* paragraph (5) PP 12/2021 states that development actors who carry out marketing must at least meet the requirements, one of which is certainty of house ownership status. Article 22E paragraph (2) PP 12/2021 then emphasizes

[28] Eiffel Christovel Keigen Kalensang, "TINJAUAN YURIDIS TENTANG KEWAJIBAN HUKUM DEVELOPER TERHADAP HAK-HAK KONSUMEN PERUMAHAN MENURUT UNDANG-UNDANG NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN," *Lex Crimen* 13, no. 3 (2025): n.d., https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/63973.

that during marketing, development actors can explain to prospective buyers if land and/or buildings are used as collateral.

As the party who will spend a lot of money, the consumer can request a re-determination of the land area if it is discovered that there is a difference between the land size in the housing advertisement and the BPN measurement results or the land size that the consumer measured themselves. This can be said to be a repressive effort before the transaction occurs because the violation of rights has been fulfilled by the seller and the goal is that the seller is willing to take responsibility for restoring the consumer's rights before the transaction is proceed to the next procedure.

Consumer repressive efforts can also refer to UU 1/2011, namely Article 134 which contains a prohibition on providing housing that does not comply with requirements, Article 137 concerning dispute resolution through consensus deliberation, Article 149 concerning lawsuits, Article 150 concerning administrative sanctions, and Article 151 concerning criminal sanctions. If a prospective home buyer finds indications that the developer is building a house that does not meet the specifications according to legal provisions, then the prospective buyer can take a non-litigation route in the form of deliberation or litigation through a civil or criminal lawsuit.

2) Transaction or Agreement Protection

Prospective housing consumers’s preventive action during a transaction can be carried out by fulfilling the obligations of Article 5 letter c of the PK Law and Article 18 of the UU PK which prohibits business actors from making standard clauses that could harm consumers. If there is a PPJB clause as stated in Article 18 paragraph (1) letter c of the PK Law which states that the seller has the right to refuse to hand over the money the buyer has paid for the object of the transaction, then as a preventive measure, housing consumers can ask the developer to correct the standard clause in accordance with the permitted provisions. The same thing can also be done if a clause is found which states that the developer is not willing to return the money the consumer has paid if the goods are defective or the consumer cancels the purchase. This is a preventive measure that can avoid material losses in the form of money that has already been paid, for example if the developer defaults in the future.

Consumers must pay attention to PPJB's regulations through Article 18 of the UU PK with reference to Article 42 of Law 1/2011 and Article 22 of PP 14/2016 in *juncto* PP 12/2021. Consumers must also regarding the land status statement in the PPJB by referring to the UU PA and PP 24/1997 that the land legally belongs to the developer and is legally legal. Consumers must also confirm the condition of mortgage rights on land objects by referring to UU 1/2011 and UU HT, whether the land has ever been encumbered with mortgage rights or not. Consumers who are not sure can also take precautions in the form of arbitration which is specifically regulated through Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (UU 30/1999). Arbitration, which must be agreed upon first, is a non-litigation effort as an alternative dispute resolution, which is also called a secondary repressive measure.[29]

Repressive efforts refer to Article 45 paragraph (2) of the UU PK which can be taken through non-litigation outside of court (Article 47) and litigation in court (Article 48). Consumers can take non-litigation measures through the Consumer Dispute Resolution Agency (BPSK) as regulated in Articles 49-58 of the UU PK. Meanwhile, repressive litigation efforts can be taken after non-litigation efforts are declared unsuccessful through lawsuits for violations by business actors, which according to Article 46 paragraph (1) of the UU PK can be filed by consumers who have been harmed by PT. ACK as developer. One of the lawsuits filed by consumers of PT. ACK is contained in Jurisprudence Number 72/Pdt.G/2024/PN.Unr which was

[29] Febriandi Chandra, and Yunimar V, "Penyelesaian Sengketa oleh Badan Penyelesaian Sengketa Konsumen (Bpsk) Kota Padang antara Konsumen dengan PT PLN (Persero) Unit Induk Wilayah Sumatera Barat secara Arbitrase," *Jurnal Indonesia Sosial Sains* 3, no. 1 (2022): 78-88, https://doi.org/10.36418/jiss.v3i1.513.

submitted by an solo consumer as Plaintiff against PT. ACK as Defendant and several Co-Defendants. The lawsuit is categorized as a breach of contract and contains a lawsuit against the Defendant to hand over the main SHGB and pay compensation to consumers.

3) Post-Transaction Protection

Consumers's preventative protection measures after the transaction is paid in full and the agreement is signed can take by securing any documents and evidence such as the original PPJB, payment receipt, proof of transfer, even advertisements as specific supporting evidence. Consumers can also request a statement in full from the developer and request a handover schedule so that at least consumers can get certainty for the next procedure. Because of PT. ACK's consumer never gets AJB, so it must urge developers to immediately process AJB so that SHM can be issued. Consumers must also always ensure that the SHM has been separated from the master certificate and does not contain any security rights or disputes in it.

Consumer repression efforts when a transaction has occurred include a subpoena. A subpoena is a repressive measure because it is made after there are indications of rights violations by business actors and is carried out before filing a lawsuit if the party being summoned does not have good intentions.[30] One of the non-litigation measures taken by several PT. ACK's consumers itself is a negotiation effort to redeem the certificate according to the specified nominal amount to the bank holding the mortgage rights.[31] The redemption procedure is not yet explicitly regulated in Indonesian law, but is contained in Article 1381 of the Civil Code which states that an

[30] Yudha Andrianto, and Dwi Sisbiantoro, "UPAYA HUKUM TERHADAP KONSUMEN PERUMAHAN ATAS WANPRESTASI YANG DILAKUKAN OLEH DEVELOPER (PT. ANUGERAH AGUNG PRATAMA)," *KLAUSULA (Jurnal Hukum Tata Negara, Hukum Administrasi, Pidana Dan Perdata)* 1, no. 1 (2022): 75-83, https://doi.org/10.32503/klausula.v1i1.2366.

[31] Erwin Maarif, "Tuntut Sertifikat Rumah, Warga Perumahan Punsae Ungaran Diminta Tebus Rp40 Juta," *RASIKAFM.COM,* last modified on August 13 2025, https://rasikafm.com/tuntut-sertifikat-rumah-warga-perumahan-punsae-ungaran-diminta-tebus-rp40-juta/.

agreement can be terminated due to payment. Redemption of this certificate is a repressive effort because it is carried out after a rights violation has occurred and aims to regain the violated rights, namely to obtain the right to the housing unit certificate promised in the PPJB.

Non-litigation repressive efforts can be through BPSK, while repressive litigation efforts can be filed through lawsuits which can be carried out by individuals, groups, Non-Governmental Consumer Protection Institutions (LPKSM), or the relevant government (Article 46 of the UU PK). There are PPJB signed on this seal can become valid written evidence and can be the basis for consumers to sue by referring to the principle of Civil Procedure Law, namely "*legitima persona standi in judicio*"[32] which means anyone who feels they have a right and wants to defend it, then he has the right to act as a party, whether as Plaintiff or Defendant.

4) Surveillance Protection

Preventive monitoring efforts can be carried out by checking the developer's legality, which includes development permits, land status, IMB (Building Construction Permit)/PBG (Building Approval), and project permits. Consumers can also check directly at the location to monitor the construction of housing units as well as to ensure conformity between what has been agreed and the progress taking place in the field. This effort can also involve the government, community and LPKSM for consumer protection purposes (Article 30 of the UU PK). The government can supervise the implementation of housing law provisions in accordance with Article 10 of UU 1/2011 and also supervise marketing requirements (Article 22C paragraph (8) PP 12/2021). Meanwhile, the role of the community according to Article 132 of UU 1/2011 can be outlined in housing and residential area development forums.

[32] Amanda Passya Agirani, Salina Anisa Aaqilah, Rani Olivia, and Sri Handayani, "Legal Standing Sebagai Syarat Formil Gugatan Perdata Umum Dalam Putusan MA Nomor 4831/K/Pdt/2025 Hukum Acara Perdata," *Journal of Artificial Intelligence and Digital Business (RIGGS)* 5, no. 1 (2026): 2264-2271, https://doi.org/10.31004/riggs.v5i1.6584.

Repressive monitoring efforts can be carried out when indications of violations are found, namely by means of consumer complaints, project investigations, and legal pressure. It can also make consumer protection complaints to BPSK (Article 34 paragraph (1) letter f of the UU PK), the housing service, LPKSM (Article 44 paragraph (3) letter d of the UU PK). Consumers can also conduct project investigations/audits by ascertaining whether the project is stalled, the certificate is pledged to the bank, or there are signs of default by other developers. Meanwhile, consumers can take legal pressure through subpoenas, class action lawsuits in accordance with the UU PK, or criminal reports if there are elements of fraud.

Criminal measures can be taken if there are indications of criminal acts in the field of consumer protection, such as fraud in the practice of housing. The provisions for criminal sanctions are regulated in Articles 61-63 of the UU PK and Articles 151-163 of UU 1/2011 with the element of fraud referring to provisions in the Criminal Code (KUHP), namely Article 378 of the old Criminal Code or Article 492 of the new Criminal Code. However, based on PP 12/2021, the application of criminal sanctions is *ultimum remedium*, which means that criminal sanctions are the final used in law enforcement.

5) Protection of Consumer Property Rights

Property rights are rights attached directly to objects (including land) which are absolute (*erga omnes*) and always follow the object wherever the object is located. Property rights do not immediately transfer just because there is an agreement such as PPJB, but must undergo a transfer of rights through AJB/APJB made by PPAT to be registered with the land office before SHM can be issued as a sign that property rights have been officially transferred (PP 24/1997). It also because PPJB itself has only created individual rights (*obligators*) and contractual relationships.

The certificate may be given directly to the consumer, but this must be delayed because the certificate is guaranteed by the developer to the bank and the developer is in default with the bank. Consumer certificates as debt collateral will encumbered with mortgage rights as long as the bank still considers the developer to be in default and the developer needs to complete its achievements in the debt agreement with the bank. The condition of PT. ACK's consumer that has not received SHM confirmation, it will only give rise to expectant ownership rights because the consumer himself feels that he has followed the transaction according to procedures and has fulfilled the factual theory of control.

PT. ACK's consumer meets the factual control theory because they has been able to control the housing unit that has been purchased & considered to be his or her property, even though the consumer is not yet the legal owner of the property rights. This is can be seen from the use of housing units under consumer control and the use of the house as a residence. By fulfilling this theory, consumers' material expectative rights will increase. With this increase in expectant rights, the assumption will emerge that the consumer is the party who truly has the right to the housing unit. Expectant ownership rights are an important thing, because even though the certificate is a strong piece of evidence, it can still be tested by facts of control in the field[33] and can also be taken into consideration in a dispute.

Expectant ownership rights are often mentioned in a case if there is a dispute in SHM due to legal uncertainty therein. Likewise with SHM of PT. ACK's consumers should be given properly by developers to consumers instead of being used as collateral for credit debts and being burdened with mortgage rights. The developer's actions can be an indication of problems with land procedures, resulting in unclear history of the transfer of land rights and resulting in legal uncertainty, especially for consumers. This legal uncertainty is something that also needs to be found out about the provisions in order to guarantee legal certainty in order to realize housing consumer protection.

[33] Faisal Indra Fadilla, and Sri Wahyu Handayani, "Pendaftaran Peralihan Hak Atas Tanah berdasarkan Akta Kuasa Jual dan Penguasaan Fisik Bidang Tanah," *Al-Zayn Jurnal Ilmu Sosial & Hukum* 3, no. 5 (2025): 6666-6676, https://doi.org/10.61104/alz.v3i5.2305.

Expectant ownership rights that are not yet perfect, but already provide a valid legal expectation to become the owner in the future after certain conditions are met. The conditions are more or less as contained in SEMA 4/2016 which recognizes that the transfer of land rights can occur if: (1) through PPJB; (2) the buyer has paid the land price in full; (3) has mastered the object of sale and purchase; and (4) carried out in good faith. PT. ACK's consumer has fulfilled the first element because buying and selling is done through PPJB. PT. ACK's consumer has also fulfilled the second element because it has paid the price of the house in full. Consumers who have controlled or occupied a house have also fulfilled the third element. Meanwhile, the fourth element has also been fulfilled because consumers have good intentions in carrying out transactions and agreements.

However, the provisions of SEMA 4/2016 cannot immediately be used for cases of transfer of land rights because SEMA itself is more accurately categorized as a policy regulation (*beleidsregel*), from this form of formal function, only applies specifically to judges under the authority of the Supreme Court. As a *beleidsregel*, SEMA 4/2016 may not be applied outside the area of the Supreme Court because this would violate the principle of *lex superior derogat legi inferiori* and is feared to cause confusion for the parties involved.[34] So the protection of consumer material rights must be based on general & special provisions which were created to regulate them.

Protection of consumer property rights after PPJB is based on the Civil Code, UU PK, UU 1/2011, and PP 14/2016 in *juncto* with PP 12/2021. These rights include land rights, building rights and unit ownership rights which are part of the ownership system.[35] However, because there are mortgage rights, it must also use the provisions on property rights through the UU

[34] Hendra Catur Putra, "Kedudukan SEMA Dalam Sistem Hierarki Perundang-Undangan Di Indonesia," *ELQONUN: Jurnal Hukum Ketatanegaraan* 1, no. 2 (2023): 130-143, https://doi.org/10.19109.
[35] Zaki Achmad Syamsuddin, and Salsabila Shafa Khairunnisa, "Between Permit and TItle: Legal Reconstruction of Apartment Ownership and Licensing System," *Indonesian Journal of Agrarian Law* 1, no. 2 (2024): 139-156, https://doi.org/10.15294/jal.vli2.31083.

HT. Bank mortgage rights are considered stronger than consumer rights because mortgage rights have official priority compared to PPJB which is only binding in an expectant manner and only have individual rights. There is also a civil law doctrine which states that property rights are absolute and can be enforced against all rights including individual rights.[36] The bank as the holder of the mortgage right has the right to confiscate collateral or auction the collateral for the consumer's housing unit as the object of a mortgage dispute because the developer is in default.

Protection of consumer property rights over house units and land can be obtained if the developer is declared no longer in default by the bank, so that consumer certificates as objects of collateral can be freed from their status as debt collateral through a *roya* procedure to write off mortgage rights. PT. ACK's consumer itself is ultimately asked to pay the specified nominal amount to the bank holding the mortgage rights in order to obtain SHM as legal and formal proof of material rights. Redemption has not been explicitly regulated in legal provisions, but has been regulated in Article 1381 of the Civil Code regarding the annulment of obligations due to payment. However, consumers still need to confirm once again whether it is true that the certificate has been crossed out via *roya* or not, so that the consumer certificate is completely free from mortgage rights and so that consumers have certainty regarding ownership rights to the land and their housing unit as well as to avoid unwanted disputes.

Conclusion

Housing consumers are users of housing services and/or goods which are protected by human rights, consumer protection law, and housing law

[36] Lego Karjoko, Iswantoro, and Makhabbat Ramazanova, "'Good Faith' in Land Transaction: A Comparative Analysis of the USA and Netherlands Law," *Journal of Sustainable Development and Regulatory Issues (JSDERI)* 2, no. 3 (2024): 185-208, https://doi.org/10.53955/jsderi.v2i3.49.

which are also bound by the provisions on the transfer of land rights in accordance with agrarian law. PT. ACK's consumer has good faith because has fulfilled his obligations and payments in accordance with applicable legal provisions. These consumers have the right to use goods and/or services that are realized by controlling and occupying the housing unit that has been paid for and have the right to obtain legal certainty regarding the consumer's legal position as the owner of the housing unit that has been purchased through PPJB. The legal position of PT. ACK's consumers starts from the transaction process until PPJB and has not yet reached AJB/APJB to be able to make SHM because the consumer certificate is used as a collateral object by the developer who then defaults to the bank. Because PPJB only contains contractual relationships without transfer of land rights, PPJB cannot be said to be a sign of legal ownership. As a result, PT. ACK's consumer cannot officially be called the legal owner of a housing unit as long as the consumer's certificate is still encumbered with mortgage rights and the consumer does not yet hold SHM as the strongest sign of ownership of an object in the form of land and the house on it.

Consumers can still implement preventive and repressive measures to obtain consumer protection and can make efforts before the transaction occurs, while the transaction is taking place, or after the transaction occurs. Consumer efforts take the form of non-litigation efforts through complaints, consensus deliberation, subpoena, negotiations, arbitration, and litigation efforts in the form of civil lawsuits either due to PMH or default and criminal reports to the authorized institutions. Efforts to protect consumer property rights PT. The ACK has not been fully transferred because the transaction has stopped at PPJB, so the consumer only has individual rights and fulfills the expected ownership rights because he does not yet hold full ownership rights in the form of rights to collateral objects owned by the bank as the holder of mortgage rights. Because consumer has also occupied a housing unit that has been paid for, so the consumer can be said to have fulfilled the factual possession theory in the field. So, even though consumers do not yet have certainty as the legal owners of housing units, consumers, through legal protection efforts, are parties who have the expected ownership rights and fulfill the important factual theory of control if a dispute occurs.

References

Adolf, Huala. "Prinsip Itikad Baik (Good Faith) dalam Hukum Kontrak." *BANI Arbitration and Law Journal* 1, no. 1 (2024): 26-42, https://doi.org/10.63400/balj.v1i1.3.

Agirani, Amanda Passya, Salina Anisa Aaqilah, Rani Olivia, and Sri Handayani. "Legal Standing Sebagai Syarat Formil Gugatan Perdata Umum Dalam Putusan MA Nomor 4831/K/Pdt/2025 Hukum Acara Perdata." *Journal of Artificial Intelligence and Digital Business (RIGGS)* 5, no. 1 (2026): 2264-2271, https://doi.org/10.31004/riggs.v5i1.6584.

Aji, Marta Nataya Narwastu, Utari Dwi Apriliani, and Charlie Okniel Siagian. "PENERAPAN ASAS ITIKAD BAIK (GOOD FAITH) DALAM PERJANJIAN JASA TITIP LUAR NEGERI." *ALETHEA: Jurnal Ilmu Hukum* 7, no. 1 (2023): 67-78, https://doi.org/10.24246/alethea.vol7.no1.p67-78.

Andrianto, Yudha, and Dwi Sisbiantoro. "UPAYA HUKUM TERHADAP KONSUMEN PERUMAHAN ATAS WANPRESTASI YANG DILAKUKAN OLEH DEVELOPER (PT. ANUGERAH AGUNG PRATAMA)." *KLAUSULA (Jurnal Hukum Tata Negara, Hukum Administrasi, Pidana Dan Perdata)* 1, no. 1 (2022): 75-83, https://doi.org/10.32503/klausula.v1i1.2366.

Badrulzaman, Mariam Darus. *SISTEM HUKUM BENDA NASIONAL*. Jakarta: PT. Alumni, 2022.

Bahasa, Tim Penyusun. *Kamus Besar Bahasa Indonesia*. Jakarta: Balai Pustaka, 2002.

Budi, Alan Pradigdo Setyo, and Ana Silviana. "Perlindungan Hukum Konsumen Berdasarkan Perjanjian Pengikatan Jual Beli (PPJB) dalam Pembelian Rumah." *Notarius* 18, no. 4 (2025): 1164-1181, https://doi.org/10.14710/nts.v18i4.48810.

Carter, J.W., and Wayne Courtney. "GOOD FAITH IN CONTRACTS: IS THERE AN IMPLIED PROMISE TO ACT HONESTLY?" *The Cambridge Law Journal* 75, no. 3 (2016): 608-619, https://doi.org/10.107/S0008197316000507.

Chandra, Febriandi, and Yunimar V. "Penyelesaian Sengketa oleh Badan Penyelesaian Sengketa Konsumen (Bpsk) Kota Padang antara

Konsumen dengan PT PLN (Persero) Unit Induk Wilayah Sumatera Barat secara Arbitrase." *Jurnal Indonesia Sosial Sains* 3, no. 1 (2022): 78-88, https://doi.org/10.36418/jiss.v3i1.513.

Dewantara, Govinda, Wira Franciska, and Felicitas Sri Marniati. "Kepastian Hukum PPJB dengan Pengembang Atas Tanah yang Menjadi Objek Sengketa Boedel Pailit." *Jurnal Bisnis Mahasiswa* 5, no. 2 (2025): 643-650, https://doi.org/10.60036/jbm.534.

Fadilla, Faisal Indra, and Sri Wahyu Handayani. "Pendaftaran Peralihan Hak Atas Tanah berdasarkan Akta Kuasa Jual dan Penguasaan Fisik Bidang Tanah." *Al-Zayn Jurnal Ilmu Sosial & Hukum* 3, no. 5 (2025): 6666-6676, https://doi.org/10.61104/alz.v3i5.2305.

Faisal, Muhammad. "Makna Itikad Baik sebagai Landasan Hak Kepemilikan Pembeli: Wujud Standar Tindakan dalam Menentukan Kejujuran Pembeli." *Jurnal Mercatoria* 14, no. 1 (2021): 9-19, https://doi.org/10.31289/mercatoria.v14i1.5079.

Fibrianti, Nurul. "KONSUMEN INDONESIA: DILINDUNGI DAN MELINDUNGI." *Jurnal Hukum Progresif* 11, no. 1 (2023): 71-81, https://doi.org/10.14710/jhp.11.1.71-81.

Halim, Arivan. "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuat Pengembang Dalam Pre Project Selling." *Justice Voice* 1, no. 2 (2022): 53-69, https://doi.org/10.37893/jv.v1i2.192.

Hoi, Nguyen Van, and Nguyen Thi Hong Yen. "Right to Access Social Housing in the Perspective of International Human Rights Law and Vietnam's Regulations." *Journal of Southeast Asian Human Rights* 8, no. 2 (2024): 288-313, https://doi.org/10.19184/jseahr.v8i2.45021.

HS, Salim. *Perkembangan Hukum Kontrak di Indonesia*. Jakarta: Rajawali Pers, 2019.

Jateng, KompasTV. "Longsor di Ungaran Ancam Puluhan Rumah Subsidi Roboh." *KOMPAS.TV*. Last modified on March 1 2023. https://www.kompas.tv/regional/383318/longsor-di-ungaran-ancam-puluhan-rumah-subsidi-roboh.

Kalensang, Eiffel Christovel Keigen. "TINJAUAN YURIDIS TENTANG KEWAJIBAN HUKUM DEVELOPER TERHADAP HAK-HAK KONSUMEN PERUMAHAN MENURUT UNDANG-UNDANG NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN." *Lex Crimen* 13, no. 3 (2025): n.d., https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/63973.

Karjoko, Lego, Iswantoro, and Makhabbat Ramazanova. "'Good Faith' in Land Transaction: A Comparative Analysis of the USA and Netherlands Law." *Journal of Sustainable Development and*

Regulatory Issues (JSDERI) 2, no. 3 (2024): 185-208, https://doi.org/10.53955/jsderi.v2i3.49.

Laksmono, Olivia, and I Made Pria Dharsana. "KEABSAHAN DAN KEPASTIAN HUKUM JUAL BELI TANAH BERDASARKAN AKTA DI BAWAH TANGAN YANG DIBUAT DIHADAPAN KEPALA DESA." *Syntax Literate: Jurnal Ilmiah Indonesia* 8, no. 4 (2023): 2566-2576, http://Dx.Doi.Org/10.36418/Syntax-Literate.v8i4.11661.

Luzak, J., A.J. Wulf, M.B.M. Loos, and M. Junuzovic. "ABC of Online Consumer Disclosure Duties: Improving Transparency and Legal Certainty in Europe." *Journal of Consumer Policy* 46, no. n.d. (2023): 307-333, https://doi.org/10.1007/s10603-023-09543-w.

Maulana, Muhammad Reza, Zainal Abidin, and Mazwar. "The Interpretation of Legal Principles by the Government in the Special Autonomous Region of Aceh." *International Journal of Law and Society* 3, no. 2 (2026): 42-49, https://doi.org/10.62951/ijls.v3i2.885.

Maarif, Erwin. "Tuntut Sertifikat Rumah, Warga Perumahan Punsae Ungaran Diminta Tebus Rp40 Juta." *RASIKAFM.COM*. Last modified on August 13 2025. https://rasikafm.com/tuntut-sertifikat-rumah-warga-perumahan-punsae-ungaran-diminta-tebus-rp40-juta/.

Muhammad, Faisal. "Implementation of the Basis of Legal Certainty to the Parties in the BTN Bank Mortgage Agreement with the Binding Sale Purchase Agreement Act (Study at Bank BTN Kediri)." *International Journal of Social Science Research and Review* 7, no. 9 (2024): 280-290, http://dx.doi.org/10.47814/ijssrr.v7i9.2293.

Oleńczuk-Paszel, Anna, and Agnieszka Sompolska-Rzechuła. "Housing Conditions and the Quality of Life of the Populations of the European Union Countries." *Sustainability* 17, no. 4 (2025): 1-25, https://doi.org/10.3390/su17041550.

Permana, Dian Ade, and Gloria Setyvani Putri. "Agunkan 66 Sertifikat Senilai Rp 11,7 Miliar, Pengembang Ungaran Asri Regency Ditahan." *KOMPAS.com*. Last modified on Juny 19 2025. https://regional.kompas.com/read/2025/06/19/130630078/agunkan-66-sertifikat-senilai-rp-117-miliar-pengembang-ungaran-asri-regency.

Putra, Hendra Catur. "Kedudukan SEMA Dalam Sistem Hierarki Perundang-Undangan Di Indonesia." *ELQONUN: Jurnal Hukum Ketatanegaraan* 1, no. 2 (2023): 130-143, https://doi.org/10.19109.

Putri, Zora Febriena Dwithia Hidayat. "Penyuluhan Hukum Masyarakat tentang Perjanjian Pengikatan Jual Beli." *Jurnal Dedikasi Hukum* 1, no. 2 (2021): 135-143, https://doi.org/10.22219/jdh.v1i2.17356.

Santoso, Urip. *PENDAFTARAN DAN PERALIHAN HAK ATAS TANAH*. Jakarta: Kencana, 2010.

—. *Perolehan Hak Atas Tanah*. Jakarta: Kencana, 2015.

Simamora, Yohanes Sogar. *Hukum Kontrak: Prinsip-Prinsip Hukum Kontrak Pengadaan Barang dan Jasa Pemerintah di Indonesia*. Surabaya: LaksBang, 2017.

Sinduwara, Maria Novena. "Kronologi Warga Perumahan Punsae Ungaran Diduga Jadi Korban Penipuan, Sertifikat Rumah Digadai Pengembang." *RADARSEMARANG.ID*. Last modified on March 16 2025. https://radarsemarang.jawapos.com/ungaran/725771024/kronologi-warga-perumahan-punsae-ungaran-diduga-jadi-korban-penipuan-sertifikat-rumah-digadai-pengembang.

Subekti, R. *Aneka Perjanjian*. Bandung: PT. Citra Aditya Bakti, 2014.

Syamsuddin, Zaki Achmad, and Salsabila Shafa Khairunnisa. "Between Permit and TItle: Legal Reconstruction of Apartment Ownership and Licensing System." *Indonesian Journal of Agrarian Law* 1, no. 2 (2024): 139-156, https://doi.org/10.15294/jal.vli2.31083.

Tobing, David M.L. *Klausula Baku: Paradoks dalam Penegakan Hukum Perlindungan Konsumen*. Jakarta: PT Gramedia Pustaka Utama, 2019.

Widjaja, G., and K. Muljadi. *Jual Beli: Seri Hukum Perikatan, Ed. 1*. Jakarta: Raja Grafindo Persada, 2003.