



Problems in the Status of Object Ownership of Ijarah Muntahiyah Bittamlik Financing Contract in Sharia Banking Law

Nurul Hikmah¹

¹Surabaya State University

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Abstract

The crisis of faith and economic crisis accompanied by an increase in economic needs encourages one to find the right way, as well as the efforts made by producers and industry in marketing products without seeing the halal and haram provisions of a product. These reasons cause a variety of mu'amalah through financing agreements began to emerge, such as lease agreements known to the public with the term leasing introduced by Islamic financial institutions under the name Ijarah Muntahiyah Bittamlik, so this study aims determine the ownership status of the object of the Ijarah Muntahiyah Bittamlik financing contract. The author believes that the ownership status of the contract object on the financing of Ijarah Muntahiyah Bittamlik raises legal issues because of the unification of the contract between the lease and the sale and purchase which depends on the repayment of all the value of the goods.

Keyword: ownership, ijarah muntahiyah bittamlik, sharia banking law

INTRODUCTION

The growth of high financial institutions based on sharia in Indonesia provides a great opportunity to absorb as many consumers (as possible because the Muslim population of Indonesia is ranked first compared to other religions. This reality has the potential to build a national economy based on *sharia*. This growth is also comparable to the complex challenges faced by sharia financial institutions in meeting the needs of modern businesses by presenting innovative and varied products and excellent services. Practitioners, regulators, even academics in the *sharia* financial field are required to be proactive and creative in responding to these developments. Practitioners do the creation of various products, regulators as policymakers who regulate and supervise the products offered and implemented by practitioners. whereas academics are required to provide enlightenment and research so that products and regulations do not deviate from sharia principles¹.

In real terms, there has been a growing practice of object purchase transactions on credit either with transaction models *leasing* in conventional financial systems or with sharia transactions using transactions *murabahah*, *ijarah muntahiyah bittamlik* and *musharakah mutanaqisah*. The use of large types of transactions is not accompanied by the extent of public knowledge of both and the Islamic economy about it. This fact provides an opportunity for the institution of *Sharia*-based banking, to perform its functions and its role as a financial intermediary in a way to accommodate the various needs of customers, including contributing to the financing of housing². The increasing number of financing requests has become a lucrative opportunity for conventional banking institutions and sharia banking in providing housing finance facilities to the public. Transactions used

1 M. Afif Zamroni, *Implementasi Ijarah Muntahiyah Bi al-Tamlik (IMBT) Pada Pembiayaan Perumahan Perspektif Prinsip-prinsip Ekonomi Islam (Studi Pada Konsumer BRI Syaria'ah Sidoarjo)*, Dissertation Summary, Pasca Sarjana UIN Sunan Ampel Surabaya, 2018.

2 Gemala Dewi, *Aspek-Aspek Hukum dalam Perbankan dan perasuransian Syariah di Indonesia*, Jakarta: Kencana Prenada Media Group, 2006.

* E-mail : nurulhikmah@unesa.ac.id
Address : Ketintang, Gayungan, Surabaya City, East Java 60231

in financing these objects using a leasing scheme (*ijarah*), specifically *ijarah muntahiyah bittamlik* in the form of leasing that ends with the transfer of ownership. Sharia banks as leasing parties provide opportunities for customers and tenants to take advantage (usufructuary rights) within a certain period of time, then at the end of the lease period the bank can sell or grant the rented house to the customer. View of Islamic law has been put leasing transaction into al-*ijarah* terms. Analysis of Islamic law to form these transactions are based on the fact that the leasing agreement in practice are often not properly enforced. Even on a theoretical level, they are often referred to as the same thing. It can be seen from the right or right to select the option for the tenant to buy decision in leasing so much bringing it close to the form of installment purchase³.

Howefer in real term the implementation of financing with the contract *ijarah muntahiyah bittamlik* depends on the transaction agent, namely the bank and the customer. Until now, the human resources owned by Islamic banks are still relatively limited, the majority *skills are* of Human Resource of Islamic bank still dominated by who have the skills and competencies in conventional banking. Whereas to implement a variety of *sharia* bank products, the perpetrators, managers, and employees of the *sharia* bank are required to have the skills, expertise, and mastery as well as understanding the ins and outs and practices of banking with the *sharia* economic principles that continue to develop⁴. This reality is not surprising, because the readiness of the *sharia* bank in dealing with changes and demands of the community has not been maximized, and the pattern of recruitment for managers, employees or employees still prioritizes aspects of experience in the banking world despite conventional formal educational background rather than the depth of the Islamic economic system, techniques and the practice of pricing *sharia* bank products⁵. This reality can open up opportunities for the gap between theory and practice, so there is concern that the determination of techniques and practices pricing of *sharia* banking products, still using conventional bank systems, namely interest rates and guarantee of *halal* products are still far from the reality expected by the public. *Sharia* financial institutions in Indonesia should be a transformation of Islamic values in managing the economy by using the concepts and contracts in *muamalah fiqh*⁶. This study aims to determine the ownership status of the object of the *Ijarah Muntahiyah Bittamlik* financing contract because this transactions used in financing these objects using a leasing scheme (*ijarah*) that ends with the transfer of ownership.

RESEARCH METHOD

Type of research is *normative* so that the authors will examine the ownership status of the object of the financing contract of *Ijarah Muntahiyah bittamlik* in Islamic banking law. These problems will be reviewed and adjusted according to the provisions of the *Al-Qur'an Hadist*, Fatwas of the National Sharia Council and the Laws related to the problem. The type of research used is normative juridical so that the approach used in this study is the legislative approach and the conceptual approach. The Law Approach is carried out by examining laws and regulations relating to legal issues handled. The author in this study will examine the legislation relating to Islamic banking law, *Al-Qur'an, Hadist* and *ijtihad* through the Fatwa of the National Sharia Council relating to the financing contract of *ijarah muntahiyah bittamlik*. The conceptual approach is carried out by studying the views and doctrines that develop in legal science. The writer will find ideas that give birth to legal concepts and legal principles that are relevant to the problem at hand. The author will study and examine the doctrines of Islamic law experts as a basis for the writer in building a legal argument to solve the problems faced. This research is a juridical legal research normative (doctrinal) so that the type of data used is secondary data. Secondary data is obtained through literature studies and documents that are directly related to the problems to be studied. Secondary data primary, secondary and tertiary legal materials as will be explained as follows: first consists of, primary legal material is divided into Islamic legal material which consists of (a) the Qur'an which is the first and highest source of Islamic law; (b) the Sunnah / Hadith which is the second source of Islamic law after the Qur'an; (c) Fatwa of the National Sharia Council is a fatwa issued by the Indonesian Ulama Council - National Sharia Council; and Legal Material Legislation consists of (a) The Law Number 10 Year 1998 concerning Banking; (b) The Law Number 21 Year 2008 concerning Sharia Banking; (c) Supreme Court Regulation Number 21 Year 2008 concerning Compilation of Sharia Economic Law. *Second*, secondary legal material which is divided into two parts, namely: (1) Material of Islamic law obtained from books of Islamic law, journals of Islamic law and opinions of Islamic jurists; (2) Legal materials consisting of legal texts, national

3 M. Haroon Ameer & M. S. Ansari, *Islamic Banking: Ijarah and Conventional Leasing*, Developing Country Studies, 2014, 4 (9), p. 126–130.

4 Sutan Remi Sjahdeini, 2014, *Perbankan Syariah (Produk-produk dan Aspek Hukumnya)*, Jakarta: Kencana, p. 69.

5 Atang Abdul Hakim, 2011, *Fiqh Perbankan Syariah (Transformasi Fiqh Muamalah ke dalam Peraturan Perundang-undangan)*, Bandung: Refika Aditama, p. 27.

6 Muhammad Syafii Antonio, 2001, *Bank Syariah dari Teori ke Praktek*, Jakarta: Gema Insani, p. 33.

law journals, electronic data and opinions of legal experts; *third*, tertiary legal materials are legal materials that provide meaningful explanations or explanations of primary and secondary legal materials such as legal dictionaries, encyclopedias and others. Secondary data analysis techniques are described using the logic of deduction which draws conclusions from a general problem on concrete issues. This means the pattern of thinking from general things (major premise) to specific things (minor premise). The minor premise in this study is the ownership status of the object of the *ijarah muntahiyah bittamlik* financing contract while the major premise is the Sharia Banking Act.

RESULT AND DISCUSSION

The concept of IMBT Financing Contract

Based on etymology, the term IMBT (*ijarah muntahiyah bittamlik*) can be interpreted through two words namely *al-ijarah* and *al tamlik*. *Al ijarah* means wages, which is all that is given in the form of wages to work. *Al-tamlik* in language has the meaning of making other people have something. Whereas according to the terminology *al-tamlik* can mean ownership of objects, ownership of benefits, or not in return. *Ijarah muntahiyah bittamlik* is a kind of combination between a sale and purchase contract and a lease or rather a lease agreement that ends with the ownership of goods in the hands of tenants. The nature of ownership transfer that distinguishes *ijarah* ordinary. The term leasing in *sharia* banking terminology is called *ijarah mumtahiyyah bittamlik*⁷.

The word *al-ijarah* is a contract of transfer of usufructuary rights over goods or services, through the process of payment of rental wages without the transfer of ownership (*milkiyyah*) of the goods themselves. This means that the use of the rented goods or services is not free or voluntary, but is subject to rental fees in accordance with the agreement and the rented goods or services will be returned to their owners after the lease period ends⁸. *Ijarah muntahiyah bittamlik* is a lease agreement between the owner of the leased object and the lessee to get compensation for the leased object with the option of transferring the ownership of the leased object at a certain time in accordance with the lease agreement. Actually *ijarah muntahiyah bittamlik* is a lease contract of a real and real asset, the home buyer is temporarily a tenant who rents a house that has been purchased by the bank, and ends with the transfer of ownership from the bank to the home buyer when the rental fee is in accordance with the price the house designated by the bank and agreed upon at the beginning of the contract agreement. In the contract *ijarah muntahiyah bittamlik* there are two contracts, namely a sale and purchase agreement and a lease agreement which ends with the transfer of ownership at the end of the lease period as the initial agreement. This contract is known by another name *ijarah wa iqtinah*, the rented house has been agreed to be purchased at the end of the rental period⁹. Payments made every month are the cost of renting a house plus the price of the house divided by the lease term. The price is obtained from the purchase price paid by the bank to the seller, less the down payment that has been paid by the buyer. After the agreed rental period has expired, the bank must transfer ownership of the object to the buyer. From the above definition, it is concluded that the *ijarah muntahiyah bittamlik* is a lease agreement between the owner of the leased object and the lessee to get compensation for the leased object with the option of transferring the ownership of the leased object at a certain time in accordance with the lease agreement.

The legal basis related to the application of the IMBT (*ijarah muntahiyah bittamlik*) is divided into two, namely: the basis of *sharia* law which originates from the Qur'an and Al-Hadith and the positive legal basis applicable in Indonesia. *Sharia* legal basis which comes from *The Quran and Hadist* including: QS. Az-Zukhruf: 32, QS. Al-Baqarah: 233, the Prophet's hadist narrated by Sa'ad bin Abi Waqash "We have rented land with (payment) of agricultural produce; hence, the Messenger of Allah forbade us from doing this and ordered that we rent it out with gold or silver. " In another hadith narrated by Abu Hurairah, "Abu Hurairah said; The Messenger of Allah said "there are three who become His enemies on the Day of Resurrection: He who promises me then he breaks it, the person who sells free people then he eats the results of his sale and the person who employs someone else who is asked to complete his duty, then he not pay the wages ".

Other legal bases derived from a positive law in Indonesia include:

1. Based on explanation Article 19 paragraph (1) The Law Number 21 concerning Sharia Banking referred to as the *ijarah muntahiyah bittamlik* agreement is an agreement on the provision of funds in order to transfer the usufructuary rights or benefits of an item or service based on a lease transaction with the

7 Rachmadi Usman, 2012. *Aspek Hukum Perbankan Syariah di Indonesia*, Jakarta: Sinar Grafika.

8 Nasrullah Ali Munif, 2017, Analisis Akad Ijarah Muntahiya Bittamlik dalam Perspektif Hukum Islam dan Hukum Positif di Indonesia. *Jurnal An-Nisbah*, 3(2), 2017, IAIN Tulungagung.

9 Gemala Dewi, *Aspek-Aspek Hukum dalam Perbankan dan perasuransian Syariah di Indonesia*, Jakarta: Kencana Prenada Media Group, 2006.

option of transferring ownership.

2. Based on the attachment of Bank Indonesia Circular No. 5/26/BPS/2003 concerning Indonesian Islamic banking accounting guidelines page 11, what is meant by *ijarah muntahiyah bittamlik* is an agreement to lease an item between lessor (*muajir*) and tenant lessee (*mustajir*) which ends with the transfer of rights belongs to the object of rent.
3. Based on the fatwa of the National *Sharia* Council Number 27/DSNMUI/III/2002 concerning *ijarah muntahiyah bittamlik*, namely the lease agreement which is accompanied by the option of transferring ownership rights to the leased object, to the tenant, after the lease period is over.
4. In the provisions of the *Sharia* e Economic Law Compilation (KHES), the contract of *ijarah muntahiyah bittamlik* is not regulated by itself regarding the terms and conditions. However, in article 278 KHES explained that "Pillars and conditions in *ijarah* can be applied in the implementation of *ijarah muntahiyah bittamlik*".

Principles of Covenant in Islam are as follows¹⁰ :

1. The principle of freedom of contract, basically on the word of Allah SWT in the letter Al-Maidah: 1 concerning the freedom of contract mentioned with the word "contracts" or in the original text is *al-'uqud*, which is a plural that shows generality, meaning, people may make various agreements and agreements must be fulfilled. However, there is a limit to the freedom of contracting in Islam, that is, as long as it does not eat the wealth of others in false ways.
2. The principle of agreement is binding in accordance with the Qur'an Al Sura verse 34 which confirms that the promise will certainly be held accountable.
3. The principle of consensualism, namely on the basis of a joint agreement based on Q.S. An-Nisa Verse 29 that the principle of mutual liking applies in commerce.
4. The principle of *Ibahah*, the principle that is generally applicable to all transactions as long as there is no special argument that prohibits it. In this case, it is emphasized that every *muamalah* or transaction activity is basically permissible and permissible as long as there are no rules that expressly prohibit it, such as: buying and selling, pawning cooperation (*mudharabah* and *musharakah*), leasing, representation, or others. As for *muamalah* activities and strict transactions, it is forbidden to cause death, usury, deception, and gambling, so those transaction activities are not permitted in Islam.
5. The principle of justice and balance of achievement, a principle that emphasizes the importance of both parties not to harm one another. Transactions must be based on a balance between what is issued by one party and what is received.
6. The principle of honesty (*trust*), this principle emphasizes the importance of ethical values in which people must be honest, transparent, and maintain mandate.

Ownership status in contract *ijarah muntahiyah bittamlik*

In principle, ownership status in *ijarah muntahiyah bittamlik* is the occurrence of a transfer of ownership. This is because in the contract *ijarah muntahiyah bittamlik* there are two contracts, namely a sale and purchase contract (*al-ba'i*), and *ijarah muntahiyah bittamlik* contract, which is a lease agreement terminated by the transfer of ownership at the end of the lease term as the initial agreement. Viewed in terms of harmony and conditions, in the agreement contract *ijarah muntahiyah bittamlik* describes the pillar *murabahah* first then the new *ijarah muntahiyah bittamlik*, *ijarah* has three general pillars and six special pillars¹¹. The first is *sighat* (speech) which consists of an offer (*ijab*) and acceptance (*qabul*). Both parties who act (contract) consist of leasing (*agents muajjir*) and tenants (*mustajir*). The object of rent which consists of the benefits of the use of assets and the payment of rent (rental price). Further, it will be explained as follows:

1. *Sighat ijarah contract* here is a statement of intent from two parties that have contracted both verbally and in writing. *Sighat ijab* and *qobul* were implementations at the beginning of the agreement on the contract *ijarah*.
2. For the two people who have the of meaning *mustajir* and *muajjir*, they are required to be *baligh* and understanding. Both parties who are willing to declare their willingness to do the *ijarah contract*.
3. The object of a lease in a contract *ijarah muntahiyah bittamlik bil murabahah* is an item sold by a second party (*mustajir*) to the first party (*muajjir*) then leased back by the first party to the second party. For

10 Ani Yunita, 2017, Problematika Status Kepemilikan Obyek Akad Pembiayaan Murabahah Pada Bank Syariah di Indonesia, *Jurnal Hukum Ekonomi Islam (JHEI)*, 1(1), Asosiasi dan Peneliti Hukum Ekonomi Islam Indonesia (APPHEISI).

11 Moch. Faizul Khakim, *Implementasi Perjanjian Jual Beli (Murabahah) di Bank Negara Indonesia (BNI) Syariah Cabang Semarang*, *Jurnal Akta*. Vol. 4. No. 3. September 2017. Fakultas Hukum UNISSULA.

this type of the object ijarah lease is clearly known and listed in the contract sheet *ijarah muntahiyah bittamlik*.

4. The rental price (*ujrah*) is clearly stated in the contract and the payment is made in accordance with the agreement.

Ijarah Muntahiyah Bittamlik is a goods object rental transaction that ends with the transfer of ownership status of the item to the tenant. This transaction looks almost the same as the combination of the contract in the contract of sale or lease, but ownership of the goods ends with the tenant. More precisely, this *Ijarah Muntahiyah Bittamlik* is a lease agreement that ends with the ownership of goods by the tenant. This lease transaction ends with the ownership of leased goods transferred to the tenant. The money paid for the lease installment until the last installment has compensated that the leased item automatically moves into his property, because this form of transaction unites the lease contract with a sale and purchase contract that depends on the repayment of all the value of the item, the transaction law is forbidden due to an element *jahalah* or obscurity that has two transaction contracts. If the tenant succeeds in paying installments until the last, the ownership of the goods will move to the tenant, but if the payment of the installments is not perfect, the money that has been paid is rented. In addition, there is also an element of *gharar*. Public need for their financing of capital goods in accordance with the principles of Islam, encourages businesses and governments to create the Islamic finance company. Basic application of sharia leasing transactions between customers through *Ijarah Al Muntahiyah bi Al Tamlik* contract based on the Fatwa Dewan Syariah Nasional No. 09/DSN-MUI/IV/2000 about *ijarah* financing and Fatwa Dewan Syariah Nasional No. 27/DSN-MUI/III/2002 about *Ijarah Al Muntahiyah bi Al Tamlik* financing¹². So that this *Ijarah Muntahiyah Bittamlik* does not violate the *Sharia*, there must be two transactions separated from the time side. In this form, buying and selling transactions are after the transaction completed¹³. The *ijarah* must really exist not as a camouflage of buying and selling. While the responsibility for the leased goods is borne by the owner, not the tenant. The tenant is not entitled to bear the burden that is not caused by intent and negligence. If there is insurance in this contract, then the person responsible for paying is the owner who gives the rent (*al-mu`jir*) not the person who hired him (*al-musta`jir*). In the case of maintenance during the lease period which is not related to operational also the responsibility of the charterer (*al-mu`jir*) is not to the tenant (*al-musta`jir*). this can be seen from the option right or the right to choose for the tenant to buy goods in leasing so that it is closer to the form of buying and selling installments. According to some Islamic thinkers, the practice of leasing transactions can be justified as long as it is not out of the provisions as in *ijarah*, because even though sharia does not allow certain fees for financial capital, in operating leases it allows certain costs for real capital. Thus, leasing practices that often lead to misunderstanding from Muslims and the existence of a dual legal system, need to be directed to the form of *ijarah* vomiting transactions with *tamlik* in the financing system, both in banks and other financing institutions¹⁴. Each contract is recognized in Islamic *Muamalat* contains the pillars and the conditions that must be complied with. Violation of rules and conditions that have been set will cause the business carried invalid or void thereby making the non-compliant businesses¹⁵.

CONCLUSION

Ijarah muntahiyah bittamlik is a combination of buying and selling contracts and rent, or rather the lease agreement which ends with the ownership of goods in the hands of the tenant. The nature of ownership transfer also distinguishes between *ijarah* ordinary and in conventional bank terminology known as *leasing*. In its implementation, *Ijarah muntahiyah bittamlik* upholds the principles of contract in Islam, namely: the principle of freedom of contract, the principle of the agreement binding, the principle of consensualism, the principle of worship, the principle of justice and the balance of achievement, and the principle of honesty. Although it has been based on the principles of the contract in Islam, but in real terms the implementation of financing with the contract *ijarah muntahiyah bittamlik* depends on the transaction agent, namely the bank and the customer. Currently, the human resources owned by the *Sharia* bank are still relatively limited, the majority skills are the human resource of Islamic bank still dominated by who have the skills and competencies in conventional banking.

12 M.F. Mudzakkir & A. N. Graha, "Tinjauan Syariah Tentang Penerapan Akad Ijarah Al Muntahiyah Bi Al-Tamlik Di Perusahaan Leasing Syariah", *An-Nisbah: Jurnal Ekonomi Syariah*, 2015, 1(2), 69-84.

13 Didik Hajrianto, "Pelaksanaan Akad Pembiayaan Ijarah Muntahiyah Bittamlik pada Bank Muamalat Indonesia Cabang Mataram", Tesis Universitas Diponegoro Semarang, 2010.

14 M. I. Zakki, Transaksi Leasing di Indonesia dalam Perspektif Hukum Islam, *Episteme*, 2013, 8(1), 1-36.

15 B. Tunggak & M.F. Tamjis, Konsep Akad al-Ju'alah di Dalam Perusahaan Multi Level Marketing (MLM) Patuh Syariah, *UMRAN - International Journal of Islamic and Civilizational studies* (EISSN: 2289-8204), 2015, 2(1), 37-47.

Whereas to implement a variety of *sharia* bank products, the perpetrator, managers, and employees of the *sharia* bank are required to have the skills, expertise, and mastery as well as understanding and banking practices with the principles of *sharia* economic that continue to develop. Therefore, it is necessary to prepare an understanding and application to a human resource who can have competence in the application of *ijarah muntahiyah bi al tamlik* to be in accordance with the Islamic *Sharia*.

BIBLIOGRAPHY

A. Books and other sources

- Ameer, M. Haroon. & Ansari, M. S. Islamic Banking : Ijarah and Conventional Leasing”, Developing Country Studies, 2014. 4 (9).
- Antonio, Muhammad Syafii. (2001). *Bank Syariah dari Teori ke Praktek*. Jakarta: Gema Insani
- Dewi, Gemala. (2006). *Aspek-Aspek Hukum dalam Perbankan dan perasuransian Syariah di Indonesia*, Jakarta: Kencana Prenada Media Group
- Hajrianto, Didik. (2010). *Pelaksanaan Akad Pembiayaan Ijarah Muntahiyah Bittamlik pada Bank Muamalat Indonesia Cabang Mataram*, Tesis Universitas Diponegoro Semarang
- Hakim, Atang Abdul. (2011). *Fiqh Perbankan Syariah (Transformasi Fiqih Muamalah ke dalam Peraturan Perundang-undangan)*, Bandung: Refika Aditama
- Khakim, Moch. Faizul. (2017). Implementasi Perjanjian Jual Beli (Murabahah) di Bank Negara Indonesia (BNI) Syariah Cabang Semarang, *Jurnal Akta*. 4(3).
- Mudzakki, M.F. & Graha, A. N. (2015). Tinjauan Syariah Tentang Penerapan Akad Ijarah Al Muntahiyah Bi Al-Tamlik Di Perusahaan Leasing Syariah, *An-Nisbah: Jurnal Ekonomi Syariah*, 1(2).
- Munif, Nasrullah Ali. (2017). Analisis Akad Ijarah Muntahiyah Bittamlik dalam Perspektif Hukum Islam dan Hukum Positif di Indonesia. *Jurnal An-Nisbah*. 3(2).
- Sjahdeini, Sutan Remi. (2014). *Perbankan Syariah (Produk-produk dan Aspek Hukumnya)*, Jakarta: Kencana
- Tunggak, B. & Tamjis, M.F. (2015). Konsep Akad al-Ju'alah di Dalam Perusahaan Multi Level Marketing (MLM) Patuh syariah, *UMRAN - International Journal of Islamic and Civilizational studies*, 2(1).
- Usman. Rachmadi. (2012). *Aspek Hukum Perbankan Syariah di Indonesia*, Jakarta: Sinar Grafika.
- Yunita, Ani. (2017). Problematika Status Kepemilikan Obyek Akad Pembiayaan Murabahah Pada Bank Syariah di Indonesi, *Jurnal Hukum Ekonomi Islam (JHEI)* 1(1).
- Zakki, M. I. (2013). *Transaksi Leasing Di Indonesia Dalam Perspektif Hukum Islam*, Episteme, 8 (1).
- Zamroni, M. Afif. (2018). *Implementasi Ijarah Muntahiyah Bi al-Tamlik (IMBT) Pada Pembiayaan Perumahan Perspektif Prinsip-prinsip Ekonomi Islam (Studi Pada Konsumer BRI Syari'ah Sidoarjo)*, Dissertation Summary, Pasca Sarjana UIN Sunan Ampel Surabaya.

Regulations

- Fatwa DSN-MUI Nomor 27/DSN-MUI/III/2002 tentang *Ijarah Muntahiyah bittamlik*.
- Peraturan Mahkamah Agung Republik Indonesia Nomor 02 Tahun 2008 tentang *Kompilasi Hukum Ekonomi Syariah*.
- Undang-Undang Nomor 10 Tahun 1998 tentang *Perubahan atas Undang-Undang Nomor 07 Tahun 1992 tentang Perbankan* (Lembaran Negara Republik Indonesia Tahun 1998 Nomor 182, Tambahan lembaran Negara Republik Indonesia Nomor 3790).
- Undang-Undang Nomor 21 Tahun 2008 tentang *Perbankan Syariah*