

Identification of Conflict Resolution in Civil Relations between Boarding House Owners and Boarding House Residents (Study at Semarang State University Campus Circle)

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Abstract

This study aims to investigate conflict resolution between residents and boarding house owners in civil relations near the Semarang

State University (UNNES) campus. Utilizing a mixed-methods approach, combining normative juridical research with empirical field data, the research discovered that the majority of conflicts are resolved through non-litigious channels. The legal framework for out-of-court settlements aligns with Law No. 30 of 1999 on Alternative Dispute Resolution. Notably, the civil relationship dynamics around the UNNES campus involve a lease agreement between property owners and tenants, whether formalized in writing or conveyed orally. The study sheds light on the prevalence of non-litigation methods in resolving conflicts, emphasizing the significance of alternative dispute resolution mechanisms. This research contributes valuable insights into the legal aspects of the landlord-tenant relationship, providing a nuanced understanding of the complexities in civil relations within the context of university campus housing.

Keywords

land asset, SOE's asset, SOE reformation, land problems, land-related hindrances.

I. Introduction

The development of big cities in Indonesia, including Semarang as one of the fastest-growing cities has posed new challenges in the field of housing and accommodation provision. The massive escalation of population mobility in large spaces in big cities is a consideration for some people to temporarily move their domicile according to their needs. Boarding houses are the main choice for many people who need temporary housing as a domino effect on their need for mobility because of the needs that must be met,

including for migrant workers, immigrants who are looking for work, including students. Boarding is a practical and affordable option for students who come far from outside the city of Semarang.

Because of the massive escalation of population from one place to another, it has an impact on the development of the boarding house rental business. Rent renting Indekos has a simple scheme, namely by renting a residence in the form of a room that is rented for a certain period of time that is temporary, then the boarding house residents will pay the rental fee according to the price agreed from the beginning. For this reason, the boarding house rental business has a role as a driving force for the economy of local residents and is a promising business for residents around the UNNES campus circle to increase their income. Not many of the residents use it as *passive income*. This happens because boarding houses or boarding houses are a primary need for immigrants to a new area or city either to work or to study. Comfortable, safe, cheap temporary housing is the target of newcomers to change fortunes in a new city, because many of them will stay long ago. Therefore, the existence of these circumstances causes the birth of a lease agreement between the owner and tenant when an agreement or agreement is reached.

However, as is the case in many situations involving individuals, civil relations between landlords and boarders do not always run smoothly. In a boarding house environment, it is not uncommon for conflicts to occur between boarding house owners and boarding house residents. Conflicts usually arise due to differences in expectations, interests, and obligations of each party. Or more specifically, the conflict is based on the vagueness of the lease contract, the boarding environment, dispute resolution

methods, and ambiguous rules and policies are also the main factors that trigger the conflict.

Regarding the vagueness in the lease contract which is explicitly the main factor causing conflicts. Usually one of the parties violates the agreed contractual agreement. In Article 1135 of the Civil Code, it is explained that the agreement has binding legal force between the two parties¹. In addition, there is a principle that is the basis for the legal force of an agreement, namely the principle of "*Pacta sunt servanda*" which means that every agreement is equated like law for the parties who agree on it. That is, if one party violates the substance of the agreement, then the party who violates the agreement is equated as if violating the law, which means that the violation of the agreement has legal consequences borne by the violator of the agreement.² In this regard, both owners and boarding house residents must pay attention to the provisions in the lease agreement they make and must obey the object of the agreement. The object of the covenant in this case is achievement, which is the act of giving something, doing something, and not doing something.³

Another problem, which often occurs in the UNNES campus circle, is that boarding house owners are sometimes hands-off during the boarding house rental period, where after the boarding tenant has paid off payments for several future periods, the boarding house owner seems to ignore and pay less attention to the condition of the boarding house. As a result, many of these

¹ Article 1135, Book II of the Civil Code.

² H. S. Contract law: *Theories and techniques of contract drafting*. (Jakarta, Sinar Grafika, 2021), 55-56.

³ Busro, Ahmad. *Engagement law based on book III of the Civil Code*, (Yogyakarta: Tree of Light, 2011), 33-35.

boarding houses can be said to be dirty or unfit to live because there is no maintenance effort from the boarding house owner. In fact, referring to Article 129 of the Law on Housing and Settlement Areas, every boarding house resident has the right to have a habitable residence⁴. Regarding the resolution of conflicts between residents or boarding house owners if their rights feel that they have been violated, juridically it has been regulated in Article 1266 of the Civil Code, namely in the form of non-litigation conflict resolution first in the form of family settlement and consensus deliberation, then if this is not achieved then between the owner or boarding house residents can resolve it by litigation or settlement through applicable legal channels, precisely through the court.⁵

This problem needs special attention because, if this conflict is not addressed properly, the impact can be very detrimental because it will affect the welfare and safety of the boarding house residents, and can disrupt good relations between boarding house owners and residents. A further impact of this will be to disrupt the image and reputation of the Semarang State University campus ring area as a whole. Therefore, the identification and resolution of conflicts between boarding house owners and boarding house residents is crucial. There needs to be a deep understanding of the root of the problem and targeted solutions in order to create a harmonious residential environment and mutually fulfill the rights and obligations of each party.

Several studies on conflict resolution and legal relationships between landlords and boarding house occupants in various

⁴ Law No. 1 of 2011 on Housing and Settlement Areas

⁵ Article 1266, Book III of the Civil Code.

contexts have been conducted. For example, Kusnawartiningsih's research, regarding the variety and pattern of conflict resolution of female boarding students around the State University of Malang (UM) campus, examined how to resolve conflicts between boarding house residents⁶. Setiadi, *Changes in Place Identity and Spatial Conflicts on the Periphery: A Preliminary Study of Urban Habitus in Spatial Transformation in Depok City, West Java*⁷. Another study, conducted by Apita, Pangemanan, and Jessy DL Warongan, on *Analysis of Compliance of Boarding House Owners in Meeting Hotel Tax Obligations in Kelurahan Kleak Malalayang District*, found that most boarding house owners have not fulfilled hotel tax obligations⁸. Another research, conducted by Junaedi, examined the strategy of student cultural adaptation in facing cultural differences in Tegal City (Case study of PGSD UPP Tegal FIP UNNES students), finding various ways for students to adapt to culture⁹.

Various previous studies have broadly examined and analyzed conflict resolution and its relation to boarding house

⁶ Kusnawartiningsih, Ami. *Variety and pattern of conflict resolution for boarding students around the State University of Malang (UM) campus*. Diss. State University of Malang, 2009.

⁷ Setiadi, Hafid. "Change in Place Identity and Spatial Conflict on the Periphery: A Preliminary Study of Urban Habitus in Spatial Transformation in Depok City, West Java." *SPACE 5.1* (2018)

⁸ Apita, Grisela Vivi, Sifrid S. Pangemanan, and Warongan, Jessy DL. "Analysis of Compliance of Boarding House Owners in Fulfilling Hotel Tax Obligations in Kleak Village, Malalayang District." *Going Concern: Journal of Accounting Research* 14.2 (2019)

⁹ Junaedi, Akhmad. "Student cultural adaptation strategies in dealing with cultural differences in Tegal City (Case study of PGSD UPP Tegal FIP UNNES students)." *Creative Journal: Journal of Basic Education* 8.1 (2017).

residents and owners, however, none of these studies specifically examined and analyzed conflict resolution between boarding house owners and residents in civil relations in boarding houses around Semarang State University. So that the proposed research has a high level of novelty.

In framing the problem statement for this study, three pivotal inquiries guide the research focus. Firstly, the investigation seeks to understand the mechanisms employed in resolving conflicts between boarding house owners and occupants within the Semarang State University context. Secondly, the study aims to delve into the legal facets that govern the resolution of conflicts between landlords and occupants in this particular setting, shedding light on the regulatory framework underpinning such matters. Lastly, an exploration is undertaken to discern the nuances characterizing the civil relationship between residents and boarding house owners within the UNNES community. These queries collectively form the core of the research, paving the way for an in-depth examination of conflict resolution dynamics, legal intricacies, and the broader civil relationships that define the living arrangements around the Semarang State University campus.

This study aims to analyze the conflict resolution between residents and landlords in relationships, namely in the relationship of lease agreements around the Semarang State University campus where conflict resolution is juxtaposed with applicable legal provisions so that conflict resolution can be carried out with applicable law, as well as analyze related to alternative conflict resolution or outside the judicial realm.

II. Method

The method used in this study is a *mixed method* that combines qualitative normative juridical research with empirical data in the field that is quantitative¹⁰. *Mixed Methods Research*, also known as methodological approach, combines the collection and analysis of data from two types of research, namely quantitative and qualitative, through a series of research stages. The type of approach used in this study is a combined approach, namely with a *statute* approach that focuses on legal products that underlie conflict resolution methods and civil rules related to leases, with a *conceptual approach* that focuses on conflict resolution concepts described in literature and laws and regulations.

The essential elements in this study use 2 (two) materials, namely primary materials in the form of materials that have binding legal force in the form of the Civil Code, the Housing and Settlement Area Law, and the Arbitration Law and Alternative Dispute Resolution. While the secondary material in the study was used as a supporting element and as an explanatory element of the primary material in the form of interviews with resource persons, namely boarding house owners and boarding house residents. Offline data collection in the field through interviews with resource persons is the main way in data collection techniques in this study. The results of the data that have been collected will be juxtaposed with applicable laws and regulations so that this creates a method of resolving conflicts in the field based on applicable

¹⁰ Clark, Vicki L. Plano, dan Creswell, John W. *The mixed methods reader* (California, Sage Publication, 2008), 280-282.

legal rules which the author will then explain through analysis and conclusions in it.

III. Conflict Resolution in Civil Relations Between Owners and Occupants of Boarding Houses (Case of UNNES)

Conflict can be interpreted as differences of opinion, disagreements, and disputes between two parties about rights and obligations at the same time and circumstances. Based on this understanding, the emergence of a conflict must at least involve two parties. Conflict can involve people to people, people to groups, or even groups to groups. Conflict is based on subjective dissatisfaction from one party whose interests are felt to be violated by the interests of others¹¹. Conflict and dispute are almost similar in terminology and are very closely related to each other, in short, conflict is a narrow meaning rather than dispute. A conflict will turn into a dispute if one of the aggrieved parties expresses his dissatisfaction with the party that has harmed the other party¹².

There are two legal ways to resolve a dispute, namely through out-of-court channels (non-litigation); and through court channels (litigation).¹³ Dispute resolution through the courts is closely related to procedural and formal procedural law through state institutions as the main instrument for resolving disputes.

¹¹ Margono, Suyud. *Alternative Dispute Resolution and Arbitration* (Jakarta, Ghalia Indonesia, 2000), 34.

¹² Rachmadi Usman, *Dispute Resolution Options Outside the Court* (Bandung, PT Citra Aditya Bakti, 2003), 1.

¹³ Rosita, Rosita. "Alternatives in Dispute Resolution (Litigation and Non-Litigation)." *Al-Bayyinah Journal 1*, no. 2 (2017): 99-113.

Disputes that are resolved through the courts of terminology will turn into cases¹⁴. Parties who want to resolve disputes through court channels can file a lawsuit with the competent authorities in court. A lawsuit generally contains a claim that must be met by the party being sued (defendant) from a party who feels aggrieved by his interests (plaintiff). The lawsuit at least contains the identity of the parties, the arguments that are the basis or reason why the plaintiff filed a claim (*posita*), and *petitum in the form of claims that must be made by the defendant, petitum addressed to the panel of judges to decide whether the case is granted or not*.

The advantage of resolving disputes through court channels is if there is a decision issued by the panel of judges if the lawsuit is granted by the panel of judges. A lawsuit granted by a panel of judges means that it has legal standing or case arguments that can be proven by evidence presented by the plaintiff in court¹⁵. The decision issued by a panel of judges with legal force remains and is final and there is legal certainty from the winning and losing parties. The judge's decision has executory power, meaning that the decision issued by the panel of judges can be coercive to the intended party in the decision. If the parties referred to in the judgment cannot do what is in the judgment, then the judge can use the tools of the state to forcibly commit the act against the party who did not commit the act¹⁶.

¹⁴ Hutabarat, Hezekiah, Sitohang, E., & Siambaton, T. (2021). The Role of the National Land Agency in Resolving Land Ownership Disputes. *PATIK Law Journal*, 10(1), 61-68. <https://doi.org/10.51622/patik.v10i1.223>

¹⁵ Harahap, M. Yahya. *Civil Procedure Law* (Jakarta, Sinar Grafika, 2012), 76-77.

¹⁶ Rosita, Rosita. "Alternatives in Dispute Resolution (Litigation and Non-Litigation)." *Al-Bayyinah Journal* 1, no. 2 (2017): 99-113.

In addition to dispute resolution through litigation or court channels, there is dispute resolution through out-of-court channels or referred to as non-litigation dispute resolution. Non-litigation dispute resolution emphasizes kinship and expediency so as to create a *win-win solution* situation from both parties who have disagreements. Thus, neither party loses in resolving disputes through this litigation. This is certainly different from dispute resolution through litigation where there are parties who are declared victorious and defeated by a court decision because dispute resolution through litigation prioritizes aspects of justice.

The resolution of conflicts in civil relations between boarding house owners and residents in the Semarang State University campus circle according to data collected based on interviews from two different perspectives, namely between residents and boarding house owners, shows that most of them are resolved through consensus and familial deliberation. The data is presented in the table as follows:

Table 1. *Dispute resolution data in UNNES campus circle*

No	Solutions	Sum	Percentage (%)
1	Non-Litigation	20	100%
2	Litigation	0	0%
Total		20	100%

From the data collected by the author above, it shows that the number of conflicts between residents and boarding house owners throughout 2022-2023 shows that there are 20 conflicts between boarding house owners and residents. Problems between

the two parties take various forms, most of which are experienced in the form of broken promises between the two parties. The problem of breaking promises from the perspective of boarding house residents is in the form of prices that suddenly change outside the agreement of both parties, the occupancy period of boarding rooms that are not in accordance with the initial agreement, and boarding house owners who seem to ignore the conditions of their boarding houses. Meanwhile, from the perspective of boarding house owners in the form of boarding house residents who are late or do not pay the boarding money that is due, as well as boarding house residents who are reluctant to obey the boarding rules that have been set from the beginning.

Breach of promise or default is the non-fulfillment of performance (burden of obligation) by one party to the other party from an agreement that has been agreed from the beginning between the two parties. Default has been regulated in Article 1238 of the Civil Code, and the legal consequences of default have two possibilities, namely (1) the agreement can be canceled and there is an option to compensate or (2) the agreement must still be fulfilled but the party who committed the default must compensate. For boarding house owners¹⁷ who have broken promises to what has been agreed from the beginning with boarding house residents, namely in the form of mutual agreement regarding boarding prices and the period of occupancy of boarding houses, actually boarding house owners and / or residents can take legal remedies through court channels, but this according to the

¹⁷ Sinaga, Niru Anita, and Darwis, Nurlily. "Default and Consequences in the Performance of the Agreement." *Journal of Management Partners* 7, no. 2 (2020).

narrative of boarding house residents does not do this because the settlement through the court is too rumi, long, and convoluted. Several other boarding house residents, according to data taken by the authors, said that they did not know how to resolve conflicts through the courts.

Non-litigation conflict resolution in the form of mediation between the two parties is an effective method of conflict resolution carried out between boarding house owners and residents. Non-litigation conflict resolution is briefly regulated in Law Number 30 of 1999 which in the regulation explains that Alternative Dispute Resolution is carried out outside the court, where both parties have agreed to resolve the conflict, one of which is mediation. Dispute resolution by non-litigation means emphasizes peace between the two parties assisted by a mediator or mediator, so that non-litigation settlement is expected to occur later an agreement between the two parties to resolve the problem familiarly, and neither party is considered defeated in this non-litigation settlement.

IV. Legal Aspects in the Resolution of Conflicts Between Owners and Cost Occupants

The relationship between the owner and the occupants of the boarding house is basically formed as a result of a contractual agreement. But not infrequently even though an agreement has bound the parties, there are still two or more conflicting interests so that there is a conflict of interest or in juridical terms referred

to as a dispute.¹⁸ These disputes can sometimes be resolved peacefully, but sometimes the conflict creates continuous tension, resulting in losses to both sides. The relationship between the owner and occupants of the boarding house is a form of rental agreement for a boarding house that can be done in writing or verbally.¹⁹

The lease agreement itself is a form of agreement regulated in the Civil Code and is a reciprocal agreement that always refers to the principle of consensuality or based on the agreement of the parties and is one form of type of agreement that often occurs in life in society.²⁰ In the aspect of national law, a lease is regulated in Article 1548 of the Civil Code which states as an agreement, by which one party binds itself to give the enjoyment of an item to the other party for a certain time, with the payment of a price that the party is willing to end.²¹ This lease agreement in the Civil Code is regulated in Chapter VII Book III of the Civil Code entitled "About Leases" consisting of Articles 1548 to Article 1600 of the Civil Code.

Agreements when viewed in terms of form are divided into two types, namely written and oral. A written agreement is an agreement made by the parties in written form, while an oral agreement is an agreement made by the parties in oral form

¹⁸ Ali, Achmadi. "*Unveiling the Law (A Philosophical and Sociological Study)*", Jakarta, Chandra Pratama, 1996), 320-321.

¹⁹ Sasmitadewi, K., & Darmadha, I. 2019 Jan 17. Legal consequences for boarding room tenants who experience loss of goods at the boarding house. *Kertha Semaya: Journal of Legal Sciences*. 7 No. 2 (2019): 1-17.

²⁰ Prodjudikoro, Wirjono, *Law of Covenants and Engagements*, (Jakarta, Pradnya Paramita, 1987), 53.

²¹ *Ibid.*

(sufficient agreement of the parties).²² In general, the legal relationship between the owner and occupants of the boarding house is carried out orally and unwritten, making it more susceptible to disputes. Oral boarding house rentals become legal when the landlord has handed over the keys to the tenant and the tenant has received them. In other words, the oral agreement will become valid when the rights and obligations of the parties have been fulfilled.²³

In an agreement, it usually always begins with the pre-contract stage.²⁴ Nevertheless, differences in the interpretation of the agreement can still occur and become a major source in treaty disputes.²⁵ In the case of agreements between residents and boarding house owners, agreement disputes that can occur can be in the form of differences of opinion regarding rental prices, facilities provided, building maintenance, boarding policies, and behavior or actions of boarding house residents that are considered disruptive by boarding house owners. In general, the vagueness of the agreement in the initial agreement triggers the dispute. In dispute resolution efforts, in general there are 2 patterns of dispute resolution, namely²⁶:

²² Salim, H. S, *Introduction to Written Civil Law (BW)*, (Jakarta, Sinar Grafika, Jakarta, 2016) p166.

²³ Sasmitadewi, K., & Darmadha, I. 2019 Jan 17. Legal consequences for boarding room tenants who experience loss of goods at the boarding house. *Kertha Semaya: Journal of Legal Sciences*. 7 No. 2 (2019): 1-17.

²⁴ Zamroni, Mohammad dan Putera, Andika Persada "The Regulation of Electronic Transaction in Indonesia." *Journal of Advanced Research in Law and Economics* 9, no. 7 (37) (2018): h. 2471-2477.

²⁵ Schwartz, Alan dan Scott, Robert E. "Contract Interpretation Redux". *The Yale Law Journal*. 119, No. 5 (2009), 928.

²⁶ Roedjiono. *Alternative Dispute Resolution*, (Yogyakarta, Faculty of Law UGM, 1996), 3.

1. *The binding adjudicative procedure*

This pattern is a dispute resolution procedure in which the judge's case is binding on the parties. This form of dispute resolution can be divided into four types, namely:

- a. Litigation
- b. Arbitrage
- c. Mediation-Arbitration, and
- d. The judge is partikelir.

2. *The non-binding adjudicative procedure.*

This pattern is a dispute resolution in which in deciding the case, the judge or appointed person is not binding on the parties. Dispute resolution in this way is divided into six types, namely:

- a. Concliation
- b. Mediation
- c. *Mini-Trial*,
- d. *Summary Jury Trial*,
- e. *Neutral Expert Fact-finding*, dan
- f. *Early Expert Neutral Evaluation*.

In Indonesia, there are 2 dispute resolution efforts, namely through the litigation process which is dispute resolution through litigation (settlement of legal problems carried out in court) and non-litigation (dispute resolution outside the court channel) ²⁷ The advantage of litigation dispute resolution is that the court decision has definite legal force, is final, creates legal certainty with the position of the winning parties or lose (*win and lose position*),

²⁷ Goddess, Ni Made Trisna. "Non-Litigation Dispute Resolution in Civil Dispute Resolution." *Journal of Legal Analysis* 5, no. 1 (2022): 81-89. p. 82

and can be forced to implement the decision if the losing party does not want to carry out the contents of the court decision (execution).²⁸

Meanwhile, according to Sudikno Mertokusumo, the court route has three advantages in the results of its decisions, namely court decisions have binding power, evidentiary power, and executory power or power to be implemented.²⁹ The first advantage, can be seen in terms of strength. A judge's decision has binding force, meaning that the judge's decision is binding on the litigants and those involved in the case. The parties shall submit to and respect the judge's ruling. The decision of a judge who has obtained legal force remains unchangeable, even by a higher court except by an extraordinary remedy (judicial review/civil request). The binding of the parties to the judge's decision, both in a positive and negative sense. Binding in a positive sense, that is, what has been decided by the judge must be considered right (*res judicata pro veritate habetur*). Binding in a negative sense, that is, the judge cannot decide again cases that have been decided before between the same parties and on the same subject matter (*nebis in idem*).³⁰

The advantages of the second litigation path in dispute resolution can be seen from the strength of evidence. The judge's decision has the power of proof, meaning that with the judge's decision certainty has been obtained about something contained in the decision. The pouring of the judge's decision in written

²⁸ Rosita, Rosita. "Alternatives in Dispute Resolution (Litigation and Non-Litigation)." *Al-Bayyinah Journal* 1, no. 2 (2017): 99-113.

²⁹ Mertokusumo, Sudikno. *Indonesian Civil Procedure Law, Print I.* (Yogyakarta, Liberty, 1993). 177-182.

³⁰ *Ibid.*

form which is an authentic deed is nothing but intended to be used as evidence for the parties that may be needed to file an appeal, cassation, judicial review or other legal remedy, and for the execution of the decision.³¹

While the last advantage of the litigation path in dispute resolution efforts can be seen from the executory power. The judge's decision has executory power, meaning that a decision is intended to resolve a problem or case and establish its rights or laws only, but also the realization of its execution (execution) by force. The binding force alone of a judge's decision is not sufficient and will be meaningless if the decision cannot be realized or enforced. Because the decision expressly establishes its rights and laws to be later realized, the judge's decision has executory power, that is, the power to carry out what is stipulated in the judge's decision by force by the instruments of the state.

Referring to the provisions of Article 1 paragraph (10) of Law No. 30 of 1999, there are five ways to resolve disputes through non-litigation channels (then non-litigation dispute resolution methods are divided into five ways, namely³²:

1. Consultation
2. Negotiation
3. Mediation
4. Conciliation, or
5. Expert evaluation.

The non-litigation way of resolving disputes through consultation will involve consultants. Consultation is a "personal"

³¹ *Ibid.*

³² Salim, H. S. *Contract Law, Contract Drafting Theory & Techniques, Cet. Sixth*, (Jakarta, Sinar Grafika, 2009), 140.

action between a certain party (client) and another party who is a consultant, where the consultant provides his opinion to the client in accordance with the needs and needs of his client.³³ In addition, consultation can also be interpreted as a request for advice or opinion to resolve a dispute in a familial manner carried out by the parties to the dispute to a third party.³⁴

The next way of non-litigation dispute resolution is negotiation. Negotiation can be interpreted as a way to find a solution to a problem through deliberation to reach an agreement directly between the disputing parties whose results are acceptable to the parties.³⁵ Dispute resolution through negotiation can be divided into two types, namely *interest* negotiation and *right negotiation*. Interest negotiation is a negotiation in which before negotiating at all the parties do not have any rights from one party to another, while rights negotiation is the opposite of negotiating interests. In rights negotiations, before the parties negotiate, between the parties have first had a certain legal relationship, so that between the parties have given rise to certain rights guaranteed fulfillment by law.³⁶

The next way of non-litigation dispute resolution is mediation. Mediation is essentially a form of dispute resolution that provides foresight to the parties to the dispute. In law, the court exercises its power to order a decision, whereas in mediation

³³ Winarta, Frans Hendra. *Indonesian & International Dispute Resolution Law-Arbitration*, (Jakarta, Sinar Grafika Offset, 2011), 7.

³⁴ Fuady, Munir. *National Arbitration (Alternative Business Dispute Resolution)*, (Bandung, Citra Aditya Bakti, 2003), 12.

³⁵ Soemartono, Gatot. *Arbitration and Mediation in Indonesia: Print I*, (Jakarta: PT Gramedia Pustaka Utama, 2006), p. 1.

³⁶ Fuady, Munir. *National Arbitration (Alternative Business Dispute Resolution)*, (Bandung: PT citra Aditya Bakti, 2004), p. 43

the decision is taken jointly by the parties.³⁷ Through this way, there will be a third party who acts as a mediator. The mediator is a neutral person and does not act as a judge, he has no authority to hand down a decision.³⁸

The next non-litigation way of dispute resolution is conciliation. As with mediation, conciliation is an out-of-court dispute resolution process between the disputing parties involving a neutral and impartial third party. Conciliation is an alternative dispute resolution process involving a third party, where the third party involved to resolve the dispute is a professional and proven reliability. Conciliation is not much different from peace, as stipulated in Articles 1851 to Article 1864 Chapter eighteen Book III of the Civil Code, and specifically Articles 1851 to Article 1864.³⁹ Basically, conciliation has almost the same characteristics as mediation, it's just that the role of the conciliator is more active than the mediator, namely⁴⁰:

- a. Conciliation is the process of cooperatively resolving out-of-court disputes;
- b. The conciliator is tasked with assisting the parties to the dispute to find a resolution;

³⁷ Abdurrasyid, Priyatna. *Arbitration & Alternative Dispute Resolution: An Introduction* (Jakarta: Fikahati Aneka, 2002), p. 155.

³⁸ Ali, Achmad. *Court and Society*, (Ujung Pandang, Hasanuddin University Press, 1999), p. 17.

³⁹ Widjaja, Gunawan. *Arbitration Law: 3rd Printing*, (Jakarta, Raja Grafindo Persada, 2003), p. 38.

⁴⁰ Kesek, S. "Comparative Studies of Industrial Relations Dispute Resolution through Mediation and Conciliation", *DEDICATION: Journal of Social, Law, Cultural Sciences* 31, No. 2 (2015), p. 140.

- c. The conciliator is active and has the authority to propose opinions and design the terms of agreement between the parties;
- d. The conciliator has no decision-making authority during the consultation; And
- e. The purpose of conciliation is to reach or produce an agreement acceptable to the parties to the dispute.

V. Data Relationship Between Cost Owner and Cost Occupier

The emergence of legal consequences between the owner and the occupants of the boarding house which makes both parties must fulfill their respective achievements based on the existence of a lease agreement. In a lease agreement, there must be at least four essential elements. *First*, are the parties, namely the owner and occupants of the boarding house, the second is the *goods/objects in the form of boarding rooms*, the third is the price agreed by the parties, and the last is the temporary rental period of the boarding room. ⁴¹

The emergence of a lease agreement is subject to book III of the Civil Code and based on Article 1548 of the Civil Code, it is said to be an agreement in the event of a situation where one party binds itself to give up the enjoyment of an item for a certain time and the other party undertakes to pay an agreed price. Agreements made with leases are one form of the principle of

⁴¹ Miru, Ahmad, and Sakka Pati. *Law of Engagement (Explanation of the Meaning of Articles 1233 to 1456 BW)*, (Jakarta, Raja Grafindo Persada, 2011).

"freedom of contract" which makes a person free to make an agreement or contract to others as long as it is always based on law, public order, decency, and community rules.

The difference between the lease agreement and other agreements regulated in the Civil Code is that the lease agreement is a temporary relationship because there is time to break the agreement in accordance with mutual agreement and the object of the agreement is not an object that has the right to be owned. An agreement has four legal conditions stipulated in article 1320 of the Civil Code, namely the existence of agreements, abilities, certain things, and causes that are not prohibited.⁴²

Then, in its implementation, an agreement can be made in written or unwritten or oral form. Article 1570 of the Civil Code explains the difference between written and unwritten agreements, namely a lease agreement made in writing or in writing is when the deadline has been reached, the lease period will end by law without the need for termination for it, while the lease agreement made orally or unwritten is explained in Article 1571 of the Civil Code, which is when the agreement has a deadline, The lease period will not end at the agreed time, but after one party notifies the tenant.

A lease agreement can be classified as a type of obligatory agreement, which is an agreement that requires one party to do something.⁴³ The lease agreement made by the boarding house owner with the boarding house owner is categorized as an agreement on expenses because between the parties, namely the

⁴² Busro, Achmad. *The law of engagement is based on book III of the Civil Code*. Yogyakarta: Tree of Light, 2011.

⁴³ Setiawan, I. Ketut Oka. *The law of the alliance*. Earth Characters, 2021.

owner and the boarding house occupant, have the obligation to fulfill each other's achievements. ⁴⁴The fulfillment of these achievements includes the boarding house tenant being obliged to pay rent and the boarding house owner having the obligation to submit the object of the agreement. Furthermore, the lease agreement that arises is also a consensual agreement because since the word agreement, the lease agreement is binding on both parties⁴⁵. The party renting or boarding house owner is required to hand over the room key to the occupant or tenant, provide comfort and peace for the occupant or tenant, and maintain the object rented, while the tenant or occupant is obliged to submit the mutually agreed rent.

Therefore, the civil relationship that exists between the owner of the boarding house and the occupant of the boarding house is a legal relationship that gives rise to rights and obligations on each party. This is because the agreement that is established gives rise to obligations and rights to both parties, which between these obligations and rights have a relationship with each other. The meaning of "relationship with one another" is that in an agreement, if one party has a right, then the other party will assume an obligation.

VI. Conclusion

Conflict resolution in civil relations between owners and boarding residents on the UNNES campus shows that most conflicts that occur between the two sides are mostly resolved by mediation.

⁴⁴ *Ibid.*

⁴⁵ *Ibid.*

Non-litigation settlement is considered the right way to resolve conflicts. Non-litigation conflict resolution is also considered an effective way because conflict resolution through litigation will certainly take a long time because of the convoluted process in court, and will drain a lot of costs also related to court proceedings. There are 5 (five) ways to resolve conflicts in a non-litigation manner according to Law No. 30 of 1999 concerning Alternative Settlement of Sengkata, namely by consultation, negotiation, mediation, conciliation, or expert assessment. Civil relations between owners and boarding house residents are lease relationships between the owner of the rental object and the tenant arising from written and unwritten (oral) agreements. The legal basis for the emergence of civil relations between boarding house owners and residents is regulated in Article 1548 of the Civil Code. Leases are based on a lease agreement stipulated in Chapter VII Book III of the Civil Code entitled "On Leases" consisting of Articles 1548 to Article 1600 of the Civil Code. A lease agreement between the owner and occupants of the boarding house can be classified as a type of obligatory agreement, which is an agreement that requires one party to do something, in addition to the obligatory agreement, the lease of the boarding house can be categorized as an agreement at expense and also a consensual agreement. Categorized as an agreement on burden because between the two parties must fulfill each other's achievements. In addition, it is said to be a consensual agreement because since the word agreement, the lease agreement is binding on both parties.

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