

BUILDING QUALITY ASSURANCE AND CONTRACTOR LIABILITY IN REAL ESTATE HOUSES ACCORDING TO IJÂRAH 'ALA AL-'AMÂL

Fitra Rezkia

Universitas Islam Negeri Ar-Raniry Banda Aceh

Email: 200102223@student.ar-raniry.ac.id

Teuku Surya Reza

Universitas Islam Negeri Ar-Raniry Banda Aceh

Email: t.suryareza@ar-raniry.ac.id

Abstract

This article aims to examine the quality assurance of buildings with a piecework system and contractor coverage on real estate houses according to ijârah 'ala al-'amâl. The type of research used is descriptive with a normative sociological approach. Data collection techniques through interviews, documentation, data analysis. The results showed that the occurrence of several post-development damage factors such as material quality, construction errors, extreme environmental conditions. So that it can affect the occurrence of damage to buildings such as damage; structural and non-structural, due to environmental factors, utility systems, improper use and maintenance, humidity, unauthorised structural changes, finishing, exterior and landscape areas, due to natural disasters. Contractor building quality assurance is fully responsible starting from complying with regulations and guidelines, during the construction period the contractor always conducts supervision / inspection on a scale and after the work is completed the contractor repairs defects or damage that arise due to errors in implementation during the construction period. Ijârah 'ala al-'amâl regulates the reciprocal relationship between the parties and the reward in accordance with the agreement. The concept of ijârah 'ala al-'amâl as a whole offers a more structured framework and can provide a stronger foundation for developers to demand the fulfilment of quality standards because the work contract in the context of ijârah 'ala al-'amâl is directed based on the principles of Islamic law and has high legitimacy so as to provide better legal certainty.

Keywords: Assurance, Building quality, Islamic Economic Law, Ijârah 'ala al-'amâl

Abstrak

Artikel ini bertujuan untuk mengkaji jaminan kualitas bangunan dengan sistem borongan dan pertanggung jawaban kontraktor pada rumah *real estate* menurut *ijârah 'ala al-'amâl*. Jenis penelitian yang digunakan adalah deskriptif dengan pendekatan sosiologis normatif. Teknik pengumpulan data melalui wawancara, dokumentasi, analisis data. Hasil penelitian menunjukkan bahwa terjadinya beberapa faktor kerusakan pasca pembangunan seperti kualitas material, kesalahan konstruksi, kondisi lingkungan yang ekstrim, sehingga dapat mempengaruhi terjadinya kerusakan pada bangunan seperti kerusakan struktural dan non struktural, karena faktor lingkungan, sistem utilitas, penggunaan dan pemeliharaan yang tidak tepat, kelembaban, perubahan struktur yang tidak sah, *finishing*, area eksterior dan lanskap, akibat bencana alam untuk menjamin kualitas bangunan kontraktor bertanggung jawab penuh mulai dari mematuhi peraturan dan pedoman, selama masa konstruksi kontraktor selalu melakukan pengawasan/pemeriksaan secara berskala dan setelah pekerjaan selesai kontraktor melakukan perbaikan terhadap cacat atau kerusakan yang timbul akibat kesalahan pelaksanaan selama masa konstruksi. *Ijârah 'ala al-'amâl* mengatur hubungan timbal balik antara para pihak dan imbalan sesuai dengan kesepakatan, konsep *ijârah 'ala al-'amâl* sangat mengutamakan untuk memperhatikan tingkat kualitas yang harus dipenuhi dan mendorong pekerja untuk berkomitmen menjaganya. Konsep *ijârah 'ala al-'amâl* secara keseluruhan menawarkan kerangka kerja yang lebih terstruktur dan dapat memberikan landasan yang lebih kuat bagi *pengembang* untuk menuntut pemenuhan standar kualitas karena kontrak kerja dalam konteks *ijârah 'ala al-'amâl* diarahkan berdasarkan prinsip-prinsip syariat Islam dan memiliki legitimasi yang tinggi sehingga dapat memberikan kepastian hukum yang lebih baik.

Keywords: *Ijârah 'ala al-'amâl*, Guarantee, Building quality, Coverage

INTRODUCTION

The *skills* possessed by each individual or group can be used as a source of income if used properly, the *skills* mastered by a person must have been tested and the level of mastery has been recognised by service users. Thus, it will give birth to a legal relationship between the two

parties to work together and have a role as a service provider and customer. In the implementation that requires *skills* such as the construction of a project involving various parties, it is recognised as a benefit of working together with the aim of being able to improve the quality of life of all parties involved, both companies and individuals.¹

Conceptually *ijârah 'ala al-'amâl* is a complex work agreement that can be in the form of utilising services, *skills*, or energy, which relatively requires manual labour such as builders and workers in the form of *soft skills* such as doctors, consultants, designers, *lawyers* and others.² The *ijârah 'ala al-'amâl* contract is one of the contracts that really exists in *uqud al musamma*. The fuqaha confirmed that the *ijârah 'ala al-'amâl* contract must have a clear object of work in the contract bound by a certain clause because the object of *ijârah 'ala al-'amâl* is *ma'qud 'alaih* which must be confirmed in the form of utilization of services or *skills* in a certain form owned by workers both relying on professional *skills* and certain labour in the form of manual labour that relies on energy.³

Work agreements in the form of service utilisation require commitment and good performance between the parties so as not to cause unexpected cases in the construction of *real estate* houses there are problems that arise from the need to design a system to ensure optimal building quality assurance. The *developer* uses a piecework system in building houses and has a big challenge in maintaining the level of construction quality, especially in adopting a piecework system where the contractor is responsible for providing work at a fixed price.

Success in property development by *developers* depends not only on cost efficiency but also in terms of an adequate level of quality in the

¹ Iwandi Iwandi, Rustam Efendi, and Chairul Fahmi, 'THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v5i2.3409>.

² Doli Witro et al., 'Analisis Implementasi Akad Ijarah Di Perbankan Syariah Berdasarkan Regulasi Dan Fatwa', *Asy-Syari'ah* 23, no. 2 (2022): 279-96, <https://doi.org/10.15575/as.v23i2.14141>.

³ Firman Setiawan, 'Al-Ijarah Al-A'mal Al-Mustarakah Dalam Perspektif Hukum Islam ((Studi Kasus Urunan Buruh Tani Tembakau Di Desa Totosan Kecamatan Batang-Batang Kabupaten Sumenep Madura)', *Dinar* 1, no. 2 (2015): 114.

piecework system often raises concerns related to meeting quality standards and the lack of a clear mechanism to be able to ensure the contractor's accountability for the results of his work. Therefore, the application of the concept of *ijârah ala al-'amâl* is needed to formulate a framework that can guarantee the quality of buildings through the piecework system in the construction of *developer* houses. There is a need to develop clear and objective quality indicators and transparent evaluation mechanisms. The concept of *ijârah 'ala al-'amâl* can be integrated as an ethical footing that can shape sustainable and fair construction practices.

In this case, the *skills* of the workers are needed to determine the quality of the work produced and can affect the value of the wages to be received by the workers who will be paid by the service users. One of the *skills* needed in the construction of a house is the worker's expertise in erecting and making the building look attractive and also have good quality to be inhabited in the long term, so that the parties to this house construction agreement both benefits.⁴

One of the important factors in the housing construction process is the combination of the strength of the building structure and the ability to process and determine the materials used to build the house so that it is sturdy and aesthetic. In this case, workers who have *soft skills* are needed to build the house as a whole, especially regarding the building structure. The existence of building worker services that have high competence and qualifications is very important so that they can build houses with certain designs that can combine the strength of the building structure and the aesthetic value of the building in the form of a *homey house*.

The realisation of the house is needed by every homeowner, but sometimes not everyone has the time to build a house so that the choice of ready-to-live houses built by *developers* becomes an alternative. For this reason, *developers* are also needed who are able to realise the needs of homeowners in order to combine the two important sides of a building

⁴ Wati Lilis Kartika, 'PENGARUH SOFT SKILL TERHADAP KEPERCAYAAN DIRI MEMILIH BIDANG KERJA DALAM PERSEPEKTIF EKONOMI SYARIAH (Study Kasus Pada Karyawan PT. Wirakarya Sakti)', 2021.

structure and aesthetic housing. *Developers* have an important role in helping consumers to meet the needs of ready-to-live houses, but the construction of houses has a development process to determine the quality of the building structure. So that homeowners have to spend a lot of money to get perfect and satisfying results. In the construction of the house, the *developer* must focus on guaranteeing the quality of a decent residential building, so that the parties must make a clear agreement regarding the construction of the house.⁵

The payment method in the piecework system in housing construction has a contract model that is carried out by paying an agreed amount of money to the contractor to complete housing construction work within a certain period of time. In the piecework system, the contractor is responsible for planning, procuring materials, and carrying out construction according to agreed specifications and time. The piecework system allows homeowners to know the costs that must be incurred clearly and definitively, so that homeowners also benefit from the management of their homes in the form of definite responsibilities from the contractor. In addition, the piecework system can also help control the cost and time of construction to fit the *budget* owned by homeowners.⁶

Residential building quality assurance is a form of protection offered to new homebuyers to ensure that the building meets set quality standards. Quality assurance contains a written agreement that can provide a guarantee in the event of damage or defects to the building within a certain period of time after purchase. Quality assurance for residential buildings covers various aspects, such as the building structure, electrical and sanitation systems, and materials used in the construction. The quality assurance also includes periodic inspections to ensure that the building remains in good condition during the warranty period.⁷

⁵ Chairul Fahmi, 'Transformasi Filsafat Dalam Penerapan Syariat Islam (Analisis Kritis Terhadap Penerapan Syariat Islam Di Aceh)', *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (1970), <https://doi.org/10.24090/mnh.v6i2.596>.

⁶ Adi Agus Riyanto, *Filosofi Mulur Mungkret Ki Ageng Suryomentaram, Walisongo Institutional Reporsity*, 2022.

⁷ A Perlindungan Hukum et al., 'BAB III HASIL PENELITIAN DAN PEMBAHASAN A. Perlindungan Hukum Konsumen Terhadap Promosi Yang

With the guarantee of the quality of residential buildings, home buyers can feel calmer and safer because their property is protected in the event of problems or damage to the building, this also provides special attention for developers to build houses with high quality standards and ensure the quality of the building is able to provide satisfaction for its consumers, so that the property company can be trusted by the community on an ongoing basis.

Based on information obtained by the author, consumers need complete information about the location, land area, and specifications of the building that will be or has been erected, both the type of material and the quality of the material itself. Consumers also need clarity about the house price *rate* that has relevance to the location of the house, and also the type of material used in the construction of the house.⁸

Typically, in the construction of this house, the *developer* relies on the services of contractors and builders to build houses in the *real estate* complex area. This is done by the *developer* to speed up the process of building housing that will be marketed and/or has been ordered by its consumers. With so many houses built by partners, it will be easier for the *developer* to ensure that the houses built will be completed within the specified time while still ensuring the quality of the building in accordance with predetermined standards.

The process of working on the construction of houses that have been carried out often occurs technical specifications, namely changes in design, location of buildings and materials and the quality of materials used due to requests from consumers so that a written agreement is made by the *developer* to calculate more or less expenses in the construction process carried out by contractors so that there is no misunderstanding in financing wages to contractors and workers.⁹

As for what is the main responsibility of the contractor in the construction of the house, namely ensuring the quality, specifications, tidiness, strength of construction, materials used and finding

Dilakukan Oleh Developer Atas Jaminan Kualitas Rumah Yang Ditawarkan', 1999, 34-73.

⁸ Interview with Irwadi Abdul Ghaffar, Developer Contractor at PT Adipo Griya Mandiri, on 14 January 2024, at Griya Lamklat housing.

⁹ Interview with Irwadi Abdul Ghaffar, Developer Contractor at PT Adipo Griya Mandiri, on 14 January 2024, at Griya Lamklat housing.

experienced builders in order to minimise the risk of failure in the housing building being built, the consumer cannot change the specifications of the building if there is no agreement at the beginning, after the sale and purchase contract if there is a change in specifications in the building, it is outside the responsibility of the *developer*.¹⁰

RESEARCH METHODS

In this research, the author uses a normative sociological approach, namely on the aspect of agreement with the contractor. The type of research that the author uses in this research study is descriptive research.¹¹ The author uses this type of research by making a description of the aspects explored including contract provisions that stipulate the contractor's responsibility for maintenance and repair, as well as how tenants are protected from possible damage or non-conformity of building quality that guarantees building quality and contractor coverage in accordance with sharia principles in the *ijârah 'ala al-'amâl* scheme.

The data sources used by the author in this study are primary data and secondary data. The data used by the author is field research in two locations, namely at PT Adipo Griya Mandiri in Griya Lamklat housing and at PT MSG Property in Pango Raya Housing by conducting direct interviews with sources. The interviewees in this study were parties from each company, namely *developer* contractors.

Secondary data is a source that does not directly provide data to data collectors. Researchers collect data by visiting the study centre library, archive centre or reading books and journals related to research on quality assurance in buildings, quality assurance practices and

¹⁰ Interview with Maisal Gusri Daulay, Developer Contractor at PT MSG Property, on 27 December 2023, at Pango Raya housing.

¹¹ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

contractor responsibilities that have been applied in various contexts and how the principle of *ijârah 'ala al-'amâl* is applied.¹²

RESULTS AND DISCUSSION

The concept of *ijârah 'ala al-'amâl* on real estate house construction

Etymologically the word *ijarah* comes from the word *al-ajru* which means turnover is also often interpreted as wages. In the terminology of the Shafi'iyah Ulama, the word *ijarah* is a contract for the intended, known and permissible benefits in exchange for a known reward or *ujrah*. According to Wahbah bin Musthafa Al-Zuhaili, rent (*ijarah*) is the transfer of the right to use the transfer of goods or services that have a certain time period (limit) with the provision of rental fees that are not accompanied by the transfer of ownership of an item.¹³

According to the Hambali school of thought, it is not permissible to take wages for the work of obedience, and it is *haram* for the one who does it to take such wages. However, it is permissible if it is part of the *masalih*, such as teaching the Qur'an, hadith and *fiqh*, so it is forbidden to take wages that are part of the *taqarruh*, such as reciting the Qur'an, praying, and so on. The Maliki, Shafi'i and Ibn Hazm schools of thought allow taking a wage in return for teaching the Qur'an and sciences because this is a known action and with known labour.¹⁴

According to Ahmad Azhar Basyir in his book *wakaf, alijarah syirkah, ijarah* linguistically means a reward or scale given as a reward for work. In terms of *ijarah* means an agreement on the use or collection of the results of an object, animal or human labour. For example, renting a house to live in, renting buffaloes to plough fields, renting humans to do a job and so on.

¹² Naili Surayya, 'Na'at Man'ut Dalam Buku Al Akhlaq Li Al Banin Juz 1 Karya Umar Bin Ahmad Baraja (Studi Analisis Sintaksis)', n.d., 59-63.

¹³ Ismail Nawawi, *Fiqh Muammalah - Economic, Business and Social Law*, (Surabaya: Putra Media Nusantara, 2010), p. 321. 321.

¹⁴ M.S.I : Suaidi, S.H.I., *FIQH MUAMALAH (Dari Teori Ke Problematika Kontemporer)*, Duta Media Publishing, 2021.

According to DSN MUI Fatwa No. 09/DSN-MUI/IV/2000 concerning *Ijarah* financing, *ijarah* is an agreement to transfer the right to use (benefits) of a good or service for a certain time through rental / fee payments, without being followed by the transfer of ownership of the goods themselves. Thus, the *ijarah* contract does not have a change in ownership, but only the transfer of the right to use from the renter to the tenant.¹⁵

The concept of *ijârah 'ala al-'amâl* in the context of building quality assurance with a piecework system and accountability by contractors on *real estate* houses refers to the principle of service rental that prioritises quality and responsibility. In this system, the contractor is not only responsible for completing the construction project in accordance with the agreed specifications but also guarantees adequate quality of work. *Ijârah 'ala al-'amâl* ensures that the contractor will do the job as well as possible and if there are deficiencies or quality problems the contractor is obliged to make repairs without additional costs as at the beginning of the agreement or agreement.¹⁶

The piecework system allows the project owner to pay the contractor based on an agreed fixed price for the entire project that includes the cost of materials and labour. This quality assurance is important in *real estate* homebuilding as it ensures the resulting building meets high quality standards and reduces the risk of future damage or dissatisfaction. With the contractor fully accountable, project owners can feel more secure about their investment while contractors are encouraged to perform to high professional standards. This concept promotes transparency and accountability which ultimately contributes to success and satisfaction in *real estate* home building projects.¹⁷

¹⁵ Dewan Syariah Nasional MUI, 'Dsn-Mui', 2000, 1-4.

¹⁶ Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667-86, <https://doi.org/10.26811/PEURADEUN.V11I2.923>.

¹⁷ Uswatun Hasanah, Rahmat Hidayat, and Muhammad Zali, 'Penerapan Akad Ijarah Pada Pembiayaan Multi Jasa Dalam Perspektif Hukum Islam', *Journal of Science and Social Research* 6, no. 2 (2023).

The concept of *ijârah 'ala al-'amâl* in the context of *real estate* house construction with a piecework system and accountability by the contractor offers a structured and efficient approach to ensuring building quality, so that contractors acting as service providers are not only expected to complete the project according to specifications, but can also guarantee the quality of the final result without additional costs. Through the piecework system the project cost is fixed in its entirety covering all aspects such as building materials and labour, thereby reducing the risk of unexpected costs for the project owner.

The importance of quality assurance in *ijârah 'ala al-'amâl* lies in the contractor's responsibility to make repairs and maintenance if there are defects or deficiencies in the work. With full liability, the contractor is expected to perform work to the highest standard which reduces the likelihood of problems in the future. This creates a more transparent and fair working relationship between the project owner and the contractor, the application of this concept contributes to the construction of higher quality *real estate* houses and can ensure owner satisfaction and reduce the risk of losses due to poor quality work. The success of this approach depends on both parties' commitment to the principle of *ijârah 'ala al-'amâl* and the promised quality, ensuring a satisfactory and sustainable end result.¹⁸

From some of the above definitions that have been explained about *ijarah*, it can be concluded that *ijarah* is a rental contract for the person who rents (*musta'jir*) to the owner of the service who rents (*mu'ajjir*) from taking advantage of a service (*ma'qud alaihi*) in exchange for wages or compensation for doing something according to the pillars and conditions of the validity of *ijarah*.

1. Legal Basis of *Ijarah*

The fuqaha agree that *ijarah* is a contract that is permitted by Shara', although there are some fuqaha who do not allow it. In the Qur'an, the provisions regarding wages for services are not listed in

¹⁸ Chairul Fahmi, Yusrizal, and Niswanto, 'Supervisors Facilitate Principals Teachers in Creating Student Achievements', in *Proceedings of the 4th International Conference on Research of Educational Administration and Management (ICREAM 2020)*, vol. 526, 2021, <https://doi.org/10.2991/assehr.k.210212.048>.

detail. However, the understanding of wages from services is included in the form of implied meaning.¹⁹

The legal basis for the permissibility of *ijarah* is found in QS. Ath-Thalaq: 6

فَإِنْ أَرْضَعْنَ لَكُمْ فَآتُوهُنَّ أَجُورَهُنَّ

Meaning: "When they nurse their children for wages from you, then pay them their wages." (QS. Ath-Thalaq: 6)

Surah At-Talaq verse 6 in the Qur'an discusses the rights and obligations related to *ijarah*, or rental agreements. This verse directs that during the *iddah* (waiting period after divorce) a divorced woman should live in the same house as her ex-husband without disturbing him and without being inconvenienced. Here the term *ijarah* can be linked to the principle that during the *iddah* period the woman's rights should be respected and the husband should provide a decent place to live without expecting anything in return. In this context *ijarah* emphasises the importance of taking responsibility for fulfilling these rights and maintaining a fair and understanding relationship between the two parties after the divorce.²⁰

The sunnah foundation regarding the payment of services can be seen as in the hadith of the Prophet Muhammad S.A.W narrated by Ibn Majah, the Prophet said:

أَعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرَفُهُ

Meaning, "Pay the labourer his wages before his sweat is dry".

The hadith above explains that leases that use human services to do work, then it must be immediately and not stalling regarding the provision of wages that have become his right, before his sweat is dry.

¹⁹ Ahmad Sarwat, *Fiqh Jual Beli*, Rumah Fiqh Publishing, 2018.

²⁰ Tim Penulis Analisis Triwulanan Bank Indonesia, 'Tinjauan Umum', *Buletin Ekonomi Moneter Dan Perbankan* 7, no. 4 (2005): 485-98, <https://doi.org/10.21098/bemp.v7i4.121>.

Hadith narrated by 'Abd Ar-Razzaq from Abu Hurairah and Abu Sa'id al-Khudri, the Prophet S.A.W said:

مَنْ اسْتَأْجَرَ أَجِيرًا فَلْيُعْلَمْهُ أَجْرَهُ

Meaning: "Whoever hires a worker, give him his wages".

In hiring a job, it is required that the work is beneficial to the person who rents it, in this case the benefit must be clear and not deviate from the pillars and conditions of the validity of *ijarah*, so that there is no dispute in the future. If the benefit is not clear then the contract is invalid.²¹

2. Rukun dan Syarat *Ijarah*

The pillars of *Ijarah* provide the basic framework that must be present in every *ijarah* contract in order for it to be considered valid according to Islamic law, without one of these pillars, the *ijarah* contract will not be valid. Meanwhile, the conditions of *ijarah* provide further details on how each pillar must be fulfilled.²²

a. Parties to the contract (*Aqid*)

It is important for both the *mu'jir* and *musta'jir* to have legal capacity. For example, a child or a mentally impaired person cannot be a party to an *ijarah* contract as they are not considered capable of making valid decisions.

b. Goods or services leased (*Ma'jur*)

The item being rented out must be specific. For example, if renting out a house, it must be clear which house is the address and the condition of the house. The item must also be usable without damaging the item itself, such as renting a car or an electronic device.

²¹ Saprida Saprida, Zuul Fitriani Umari, and Zuul Fitriana Umari, 'Sosialisasi *Ijarah* Dalam Hukum Islam', *AKM: Aksi Kepada Masyarakat* 3, no. 2 (2023), <https://doi.org/10.36908/akm.v3i2.647>.

²² *Ijarah Dalam Fiqih Muamalah*, 'Bab Iii Konsep *Ijarah* Dalam Fiqih Mu'Amalah', 2013, 24.

c. Reward or rental price (*Ujrah*)

The *Ujrah* must be agreed upon at the outset and there must be no uncertainty as to the amount or form of the reward. For example, if the reward is money, the amount must be specific if the goods must also be clear in value.

d. Ijab and Qabul (*Sighat*)

Both parties must state the *ijab* and *qabul* explicitly and there must be no time gap between the *ijab* and *qabul*. For example, the *mu'jir* says, "I rent this house to you for Rp 10 million per year" and the *musta'jir* replies, "I agree."

By understanding the pillars and conditions of *ijarah*, we can ensure that every lease contract is carried out in accordance with the principles of Islamic law, providing justice and certainty for all parties involved.

Types of post-construction and handover damages that can be covered for repair by the contractor

Post-construction and project handover damages are common and require special attention. These damages can be caused by various factors such as the quality of materials used, errors in the construction process, or extreme environmental conditions. In some cases, the repair of these damages may be covered by the contractor, depending on the type of damage and the terms stated in the contract.²³

Structural damage is the most serious type of damage because it relates to the strength and stability of residential buildings, such as cracks in walls, floors, or foundations. The main cause of this damage occurs as a result of the use of materials that are not up to standard or errors in the design and implementation of construction. Non-structural

²³ Muhammad Rozi, 'Perjanjian Pemborong Pekerjaan Antara Pihak Swasta Dengan Pihak Sekolah Baiti Jannati Di Kecamatan Sunggal', 2019.

damage usually covers aesthetic and functional aspects of the building that do not affect its structural strength such as peeling paint, bumpy floors, or doors and windows that do not function properly. This damage often occurs due to poor quality workmanship or materials used that are not durable. Repair of non-structural damage is usually also included in the contractor's responsibility during the warranty period stipulated in the contract.²⁴

Environmental damage can occur because the building is frequently exposed to various environmental conditions such as extreme weather, high humidity, or earthquakes, resulting in cracks in the walls, leaking roofs or damaged electrical installations. The responsibility for repairing damage caused by these environmental factors often depends on the specific cause and the terms of the contract. If the damage is caused by unexpected and extreme conditions, insurance may be required to cover the repair costs. However, if the damage occurs due to lack of protection or construction methods that are not up to standard, the contractor should usually bear the cost.²⁵

Damage to utilities such as water pipes, electrical wiring and air conditioning are an important part of such a building. The damage of this system could be led by lack of quality of installation or low quality of materials or the human error and less maintenance. In many cases, the developers have to repair the damage to these utilities system during the warranty periods.

The damage caused by the use and improper maintenance often occurred in buildings that were built in the baseline or based on the setting. For example, the use of dangerous chemical products that can destroy the structure of the building. Therefore, although the responsibility of the damage is taken by the owner, the developers also have a responsibility to solve the problem, not only during the process

²⁴ Uswatun Khasanah, 'Estimasi Biaya Perawatan Bangunan Pada Kampus Institut Teknologi Kalimantan', 2021, 7-25.

²⁵ Chairul Fahmi, 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *Https://Doi.Org/10.1177/11771801241235261* 20, no. 1 (8 March 2024): 157-66, <https://doi.org/10.1177/11771801241235261>.

of construction or after the construction done, but during the guarantee periods.²⁶

In the overall context, it is important for the contractor to have a clear and comprehensive contract. The contract should set out what each party is entitled to in terms of the repair costs that the contractor will receive. This is not only to protect both parties, but also to ensure that the equipment remains in good working order. Moisture and leakage damage is a common problem that often arises after construction is complete. This type of damage can occur in the wall, other walls or leaking pipes. The main causes can be inadequate drainage, poor water management or the lack of a good drainage system.²⁷

This is important to prevent further damage, such as the growth of mould, which can damage the structure and the health of the occupants. As a result of structural alterations that do not comply with planning permission, some owners may wish to carry out alterations after the building has been approved. These changes may include the removal of walls, the demolition of certain building materials or changes to the elevation of the building which may affect the structural integrity of the building. If these alterations cause damage, the cost of the damage will be borne by the owner of the building. However, if the damage is caused by the design or construction of the building, which does not allow flexibility for changes, the contractor may be responsible for the cost of repair.²⁸

During the construction process, it is important to carry out inspections during and after construction to identify potential defects as early as possible, and the owner should carry out regular inspections and report any defects to the contractor immediately so that timely repairs can be made. In addition, having a team of independent consultants to

²⁶ Suryo M Dewantoro, 'Analisis Efisiensi Sistem HVAC Gedung CPOB Di PT. PHAPROS Tbk.', 2020, 1-124.

²⁷ Chairul Fahmi and Wira Afrina, 'Analysis of Legal Aspects on Debt Transfer from Conventional Bank to Sharia Bank Post the Application of Qanun Aceh No. 11 Of 2018', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (2023): 28-39, <http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

²⁸ *Ibid.*

inspect the quality of the work and ensure that all standards are met will also help to minimise the risk of future damage.²⁹

Throughout the process, co-operation between the building owner and the contractor is important, as a clear understanding of each party's responsibilities and good communication with the contractor will help to minimise any damage that occurs after acceptance and can be dealt with quickly and effectively. This will not only keep the building in good condition, but also minimise the potential for future conflict.³⁰

Mechanism of developer's responsibility to ensure the quality of the real estate constructions

The guarantee of quality of a housing development is a form of protection offered to the buyer of a new housing development to ensure that the development meets the quality standard set by the buyer, the buyer may enter into a written agreement which provides for the buyer to pay the buyer for any damage or damage to the goods within a certain time frame after the purchase. The quality assurance of a building includes various aspects such as the structure of the building, the electrical system and systems, as well as the machinery used in the construction. The quality also includes a value check to ensure that the building is still in good condition as long as it is in good condition.³¹

The mechanism of the builder's relationship with the homebuyer's quality involves a series of processes designed to ensure that the homebuyer's project meets the agreed quality standards. When paying for the purchase of a house, the consumer and the developer have an agreement between the two parties with the help of the guarantee given by the developer to the consumer in the form of a guarantee of the building quality, which has been determined by the company's

²⁹ Hasanah, Hidayat, and Zali, 'Penerapan Akad Ijarah Pada Pembiayaan Multi Jasa Dalam Perspektif Hukum Islam'.

³⁰ Chairul Fahmi, *Penanganan Konflik Aceh: A Case Study Pada Badan Reintegrasi Aceh* (Bandar Publishing, 2018).

³¹ Sri Wahyuni et al., 'THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (10 June 2023): 1-23, <https://doi.org/10.1234/JURISTA.V7I1.42>.

standard of maintenance and the guarantee of the maintenance of the building. Normally, the developers give gairainsi sebaigai jaiminain kuailitais baingunain rumah yaing dibaingunnyai diailaim ja frame waiktu 6 bulain, It is counted from the start of payment when the developer of Aldipo buys the house with the consumer, once the key is received from the developer, when the purchase of the house is completed by the developer.³²

The contractor is obliged to carry out the work in accordance with the technical specifications and standards established by the developer and, in order to maintain the quality of the building, the contractor must comply with the applicable regulations and directives and use materials and techniques in accordance with industry standards.³³ In the case of maintenance of the baingunain, if there is damage to the baingunain unit, the consumer can report it to the contractor of the aigair developer and have the damage repaired. In this way, the consumer will be able to realise the value of the property purchased. The price of the Aldipo Griyai Laimklait condominium is generally paid by using type 36 with dimensions of 6x6 or 9x6 metres for each condominium unit purchased with a price of Rp. 200,000,000. With the hairgai, it is included with the maintenance fee for 6 months, which will be charged by the company Aldipo Griyai Laimklait with 2% interest, which will be paid by the company for 6 months of maintenance fee.³⁴

During the construction process, the contractor is required to carry out regular design and inspection checks to identify and correct any problems.³⁵ After the work is completed, the contractor is still responsible for repairing any defects or damage caused by defects in the

³² Hasil Wawancara dengan Irwadi Abdul Ghaffar, Kontraktor Developer Pada PT Adipo Griya Mandiri, pada tanggal 20 Mei 2024, di perumahan Griya Lamklat.

³³ Panji Adam, 'LEGISLASI HUKUM EKONOMI SYARIAH: STUDI TENTANG PRODUK REGULASI HUKUM EKONOMI SYARIAH DI INDONESIA', *Tahkim (Jurnal Peradaban Dan Hukum Islam)* 1, no. 2 (2018), <https://doi.org/10.29313/tahkim.v1i2.4105>.

³⁴ Hasil Wawancara dengan Irwadi Abdul Ghaffar, Kontraktor Developer Pada PT Adipo Griya Mandiri, pada tanggal 20 Mei 2024, di perumahan Griya Lamklat.

³⁵ Adam, 'LEGISLASI HUKUM EKONOMI SYARIAH: STUDI TENTANG PRODUK REGULASI HUKUM EKONOMI SYARIAH DI INDONESIA'.

design of the machine or the equipment used.³⁶ If the value is not in accordance with the design/standard that has been determined by the company, then a warning will be given to the pair of workers, if there is no change or improvement in the work carried out by the worker paid by the company, the contractor may take a step back by dismissing the worker from the workforce and be given an uplift in accordance with the work done.³⁷

The concept of *ijarah ala al-amal* is one of the forms of contract in the law of Islam that can be used as an alternative to fill the gap in the implementation of the quality paid for the construction of the house by the developer. *ijarah ala al-amal* simply means a service rental contract where a person or institution rents the services of a worker to do a specific job for an agreed fee. The implementation of this concept in the context of property house construction can provide an effective solution to ensuring the quality of the buildings produced.³⁸

One of the main obstacles in the implementation of quality assurance in the construction of real estate houses is the lack of responsibility on the part of the contractor or sub-contractor in meeting the established quality standards. One of the main obstacles in the implementation of quality assurance in the construction of real estate houses is the lack of responsibility on the part of the contractor or sub-contractor in meeting the established quality standards.

CONCLUSION

In general, this article explains that the concept of *ijarah ala al-amal* provides a detailed and comprehensive description that the principle of

³⁶ Fahmi, 'Transformasi Filsafat Dalam Penerapan Syariat Islam (Analisis Kritis Terhadap Penerapan Syariat Islam Di Aceh)'.

³⁷ Misbahul Munir Makka, Chairul Fahmi, and Jefry Tarantang, 'Religiosity of Muslim Customers as a Motivation to Save at Bank Syariah Indonesia', *Kunuz: Journal of Islamic Banking and Finance* 4, no. 1 (30 June 2024): 1-16, <https://doi.org/10.30984/KUNUZ.V4I1.838>.

³⁸ Adam, 'LEGISLASI HUKUM EKONOMI SYARIAH: STUDI TENTANG PRODUK REGULASI HUKUM EKONOMI SYARIAH DI INDONESIA'.

leasing services in the construction of real estate houses by developers must be accompanied by maintenance obligations, especially the post-construction period is completed. In Islamic economic law, the developer must have full responsibility, both for the construction of the house, ensuring the quality as promised, and providing a guarantee of the quality and perfection of the construction carried out. Conversely, if damage occurs during the maintenance period or warranty period, it is the responsibility of the developer to repair it as promised.

REFERENCES

- Adam, Panji. 'LEGISLASI HUKUM EKONOMI SYARIAH: STUDI TENTANG PRODUK REGULASI HUKUM EKONOMI SYARIAH DI INDONESIA'. *Tahkim (Jurnal Peradaban Dan Hukum Islam)* 1, no. 2 (2018).<https://doi.org/10.29313/tahkim.v1i2.4105>.
- Agus Riyanto, Adi. *Filosofi Mulur Mungkret Ki Ageng Suryomentaram. Walisongo Institutional Reporsity*, 2022.
- Armia, Muhammad Siddiq. *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*. Edited by Chairul Fahmi. Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022.
- Bank Indonesia, Tim Penulis Analisis Triwulanan. 'Tinjauan Umum'. *Buletin Ekonomi Moneter Dan Perbankan* 7, no. 4 (2005): 485-98. <https://doi.org/10.21098/bemp.v7i4.121>.
- Dewantoro, Suryo M. 'Analisis Efisiensi Sistem HVAC Gedung CPOB Di PT. PHAPROS Tbk.', 2020, 1-124.
- Fahmi, Chairul. *Penanganan Konflik Aceh: A Case Study Pada Badan Reintegrasi Aceh*. Bandar Publishing, 2018.
- — —. 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia'. <https://doi.org/10.1177/11771801241235261> 20, no. 1 (8 March 2024): 157-66. <https://doi.org/10.1177/11771801241235261>.

- — —. 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia'. *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667–86. <https://doi.org/10.26811/PEURADEUN.V11I2.923>.
- — —. 'Transformasi Filsafat Dalam Penerapan Syariat Islam (Analisis Kritis Terhadap Penerapan Syariat Islam Di Aceh)'. *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (1970). <https://doi.org/10.24090/mnh.v6i2.596>.
- Fahmi, Chairul, and Wira Afrina. 'Analysis of Legal Aspects on Debt Transfer from Conventional Bank to Sharia Bank Post the Application of Qanun Aceh No. 11 Of 2018'. *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (2023): 28–39. <http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.
- Fahmi, Chairul, Yusrizal, and Niswanto. 'Supervisors Facilitate Principals Teachers in Creating Student Achievements'. In *Proceedings of the 4th International Conference on Research of Educational Administration and Management (ICREAM 2020)*, Vol. 526, 2021. <https://doi.org/10.2991/assehr.k.210212.048>.
- Hasanah, Uswatun, Rahmat Hidayat, and Muhammad Zali. 'Penerapan Akad Ijarah Pada Pembiayaan Multi Jasa Dalam Perspektif Hukum Islam'. *Journal of Science and Social Research* 6, no. 2 (2023).
- Hukum, A Perlindungan, Konsumen Terhadap, Dilakukan Oleh, Developer Atas, and Jaminan Kualitas. 'BAB III HASIL PENELITIAN DAN PEMBAHASAN A. Perlindungan Hukum Konsumen Terhadap Promosi Yang Dilakukan Oleh Developer Atas Jaminan Kualitas Rumah Yang Ditawarkan', 1999, 34–73.
- Iwandi, Iwandi, Rustam Efendi, and Chairul Fahmi. 'THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM'. *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023). <https://doi.org/10.22373/al-mudharabah.v5i2.3409>.
- Khasanah, Uswatun. 'Estimasi Biaya Perawatan Bangunan Pada Kampus Institut Teknologi Kalimantan', 2021, 7–25.

Lilis Kartika, Wati. 'PENGARUH SOFT SKILL TERHADAP KEPERCAYAAN DIRI MEMILIH BIDANG KERJA DALAM PERSEPEKTIF EKONOMI SYARIAH (Study Kasus Pada Karyawan PT. Wirakarya Sakti)', 2021.

Makka, Misbahul Munir, Chairul Fahmi, and Jefry Tarantang. 'Religiosity of Muslim Customers as a Motivation to Save at Bank Syariah Indonesia'. *Kunuz: Journal of Islamic Banking and Finance* 4, no. 1 (30 June 2024): 1-16.
<https://doi.org/10.30984/KUNUZ.V4I1.838>.

Muamalah, Ijarah Dalam Fiqih. 'Bab Iii Konsep Ijarah Dalam Fiqih Mu' Amalah', 2013, 24.

MUI, Dewan Syariah Nasional. 'Dsn-Mui', 2000, 1-4.

Rozi, Muhammad. 'Perjanjian Pemborong Pekerjaan Antara Pihak Swasta Dengan Pihak Sekolah Baiti Jannati Di Kecamatan Sunggal', 2019.

Saprida, Saprida, Zuul Fitriani Umari, and Zuul Fitriana Umari. 'Sosialisasi Ijarah Dalam Hukum Islam'. *AKM: Aksi Kepada Masyarakat* 3, no. 2 (2023).
<https://doi.org/10.36908/akm.v3i2.647>.

Sarwat, Ahmad. *Fiqh Jual Beli*. Rumah Fiqh Publishing, 2018.

Setiawan, Firman. 'Al-Ijarah Al-A'mal Al-Mustarakah Dalam Perspektif Hukum Islam ((Studi Kasus Urunan Buruh Tani Tembakau Di Desa Totosan Kecamatan Batang-Batang Kabupaten Sumenep Madura)'. *Dinar* 1, no. 2 (2015): 114.

Surayya, Naili. 'Na'at Man'ut Dalam Buku Al Akhlaq Li Al Banin Juz 1 Karya Umar Bin Ahmad Baraja (Studi Analisis Sintaksis)', n.d., 59-63.

Wahyuni, Sri, Chairul Fahmi, Riadhus Sholihin, and Laila Muhammad Rasyid. 'THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS'. *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (10 June 2023): 1-23.
<https://doi.org/10.1234/JURISTA.V7I1.42>.

Witro, Doli, Zufriani Zufriani, Arzam Arzam, and Muhamad Izazi Nurjaman. 'Analisis Implementasi Akad Ijarah Di Perbankan Syariah Berdasarkan Regulasi Dan Fatwa'. *Asy-Syari'ah* 23, no. 2 (2022): 279-96. <https://doi.org/10.15575/as.v23i2.14141>.

