

IMPLEMENTATION OF THE *IJĀRAH* '*ALA AL-MANĀFI*' CONTRACT IN THE LEASE OF THE PMIMULTIPURPOSE BUILDING Gampong Ateuk Munjeng, Baiturrahman District, Banda Aceh City

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Abstract

The use of a multipurpose building for rent as a way to utilize the assets of a social institution is an application of the *ijārah* '*alā al-manāfi*' contract which focuses on the transfer of rights to benefits without transferring ownership of the object. In its implementation, several problems still arise, such as the use of oral contracts, the incompatibility of the facilities obtained by the tenant with those agreed upon, and the lack of legal certainty in the implementation of the contract. The purpose of this study is to analyze the implementation of the *ijārah* '*alā al-manāfi*' contract in the rental of the Indonesian Red Cross (PMI) Multipurpose Building in Ateuk Munjeng Village, Baiturrahman District, Banda Aceh City, and assess its compliance with the principles of Sharia Economic Law. The method used in this study is a normative-empirical approach with a qualitative descriptive method. Data were collected through observation, interviews with building managers and tenants, and documentation, then analyzed based on the provisions of *muamalah fiqh*, and relevant legal regulations. The results of the study indicate that the implementation of the *ijarah* '*alā al-manāfi*' contract in the rental of the PMI Multipurpose Building has basically fulfilled the pillars and conditions of the contract, evidenced by 80% of respondents who reported that the benefits received were consistent with the agreement. However, 20% of respondents faced problems related to the inadequate quality of facilities and services. This finding does not affect the validity of the contract, but indicates the need for improvements in service quality, facility provision, and strengthening administration through written agreements to create legal certainty, justice, and benefits in accordance with the principles of Sharia Economic Law.

Keywords: *Ijārah* '*ala al-Manafi*', Building usage agreement, Indonesian Red Cross (PMI) Multipurpose Hall.

INTRODUCTION

The *ijārah* '*alā al-manāfi*' contract is an important instrument in commercial transactions because it regulates the transfer of the right to use an asset or service in return for compensation (*ujrah*) without transferring ownership of the asset.¹ As social, educational, and economic activities continue to increase, the demand for multipurpose buildings as venues for various events has also risen significantly. These multipurpose buildings are used for a variety of purposes, such as weddings, seminars, training

¹ Wahbah al-Zuhaylī, *al-Fiqh al-Islāmī wa Adillatuhu*, vol. 5 (Damascus: Dār al-Fikr, 1989), 3804–3806.

sessions, meetings, organizational activities, and other social events.² The growing public need for such facilities creates a distinct legal relationship between building owners and tenants that must be carried out in accordance with the principles of justice, legal certainty, and Sharia provisions.

The PMI Multipurpose Hall in Gampong Ateuk Munjeng, Baiturrahman District, is one of the facilities widely utilized by the community in Banda Aceh. The high level of utilization of this building makes its rental practices worthy of further examination.³ In Islamic jurisprudence, fulfilling contractual obligations is a fundamental religious and legal imperative, as commanded in the Qur'an:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

O you who have believed, fulfill all contracts...” (QS. Al-Mā'idah : 1).⁴

This verse emphasizes that every contractual relationship must be based on the fulfillment of the agreement and the responsibilities assumed by each party. In the context of leasing, this principle requires the transaction not only to comply with civil law but also to conform to Sharia rules concerning the essential elements and conditions of the contract, the clarity of the leased benefits (*manfa'ah*), the amount of rent (*ujrah*), the period of use, the rights and obligations of each party, and mutual consent (*tarāḍī*).⁵

This study examines the implementation of the *ijārah 'alā al-manāfi* contract in the rental of the PMI Multipurpose Building by analyzing the clarity of benefits, the determination and payment of *ujrah*, the contractual formula, the rights and obligations of the parties, and the conformity of the practice with Sharia Economic Law.⁶ The theoretical framework of this study uses the concept of the *ijārah 'alā al-manāfi* contract as the basis for analysis.⁷ Preliminary observations indicate that the rental system varies according to the type of activity, with payment generally made through a deposit and subsequent settlement before the event. The building also provides various supporting facilities, such as a hall with a capacity of approximately 400 people, chairs, a podium, a sound system, a projector, a projection screen, a flip chart, and a generator. However, preliminary observations revealed several problems, including malfunctioning facilities,

² Rezza Maulana, Yus Sholva, dan Morteza Muthahhari, “Sistem Informasi Penyewaan Gedung Serbaguna Berbasis Progressive Web App Di Kota Pontianak,” *Jurnal Riset Multidisiplin Edukasi* 2, no. 11 (2025): 541–56.

³ Ulfi Maranisya, “Khanisa Fasha Salsabila,” *Jurnal Multidisiplin Ilmu Akademik* 2, no. 2 (2025): 85–93.

⁴ The Qur'an, al-Mā'idah 5:1.

⁵ M. Termidzi et al., “Tinjauan Hukum Islam Dan Hukum Positif Terhadap Sewa Menyewa Lapak,” *JALHu: Jurnal Al Mjaddid Humaniora* 10, no. 1 (2024): 37–44.

⁶ Mita Qurrota Ayunin, Udin Saripudin, dan Yayat Rahmat Hidayat, “Analisis Fatwa DSN MUI Nomor 112/DSN-MUI/IX/2017 tentang Akad Ijarah terhadap Jasa Layanan Kontraktor di Kota Bandung,” *Sharia Economic Law* 3, no. 2 (2023): 528–33.

⁷ Ahmed Mansoor Alkhan, “An Analysis of Murābahah and Ijārah Muntahiyah bi-t-tamlīk: How Do Islamic Banks Choose Which Product to Utilise?,” *Arab Law Quarterly* 35, no. 4 (2020): 444–465, <https://doi.org/10.1163/15730255-14030662>.

unclear rental packages, and the absence of a formal written agreement, with the transaction recorded only by means of payment receipts.⁸ The study focuses on the clarity of the benefits derived from the leased property, the transparency of facilities, the type of contract used, the rights and obligations of the parties, and compliance with Sharia Economic Law.

Several previous studies have discussed the implementation of the *ijārah* ‘*alā al-manāfi*’ contract in rental practices and its compliance with the principles of Islamic Economic Law. For example, the study conducted by Ananda, Sargini, and Jauharudin on residential rental agreements from an Islamic legal perspective examines the conceptual application of the *ijārah* contract based on the principles of muamalah fiqh. This study employs a literature review approach by examining various sources of Islamic law, including the Qur’an, hadith, the views of scholars, and fiqh texts related to the *ijārah* contract. The findings of this study indicate that the practice of renting a house is, in principle, permissible provided it fulfills the essential elements and conditions of the *ijārah* contract, which include the presence of transacting parties, a clearly defined rental object, a deliverable benefit, an agreed-upon amount of *ujrah*, and the consent of both parties. This research also emphasizes that the implementation of the lease contract must avoid elements of gharar, fraud, and disputes in order to comply with the principles of Sharia Economic Law.

There are significant differences between that study and the present research on the implementation of the *ijārah* ‘*alā al-manāfi*’ contract in the rental of the PMI Multipurpose Building in Gampong Ateuk Munjeng, Baiturrahman District. First, the previous study was conceptual in nature, focusing on a literature review and thus only discussing the legal provisions of the *ijārah* contract in a normative manner, whereas this study is an empirical legal study that directly examines the leasing practices of the PMI Multipurpose Hall through interviews with the manager and tenants. Second, the previous study only provided a general explanation of the conformity of leasing practices based on the concept of the *ijārah* contract, whereas this study provides an in-depth analysis of the application of the *ijārah* ‘*alā al-manāfi*’ contract, which includes the clarity of the benefits derived from the leased property, the determination of the *ujrah*, the method of payment, the execution of the *ṣīghat* (contractual formula), and compliance with the principles of Sharia Economic Law based on data collected in the field. Thus, this research provides a more detailed contribution through an analysis of the implementation of the *ijārah* ‘*alā al-manāfi*’ contract for building leases, a topic not previously addressed in prior research.⁹

⁸ Abdul Wahab, “Identifikasi Akad Dalam Usaha Angkringan Sebagai Bingkai Transaksi Bisnis Syariah Berdasarkan Fatwa DSN MUI,” *Jurnal Ekonomi Syariah dan Hukum Ekonomi Syariah* 5, no. 1 (2020): 43–60.

⁹ Ananda, Sargini, dan Jauharudin, “Telaah Hukum Sewa Rumah Kontrakan dalam Perspektif Islam: Studi Konseptual Akad Ijarah dan Implikasinya,” *Journal of Islamic Economic and Law* 2, no. 2 (2025): 69–75, <https://doi.org/10.59966/jiel.v2i2.1923>.

A previous study conducted by Nurjanah and Akhmad Haries on the implementation of DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 regarding the *ijārah* contract in the leasing of a multipurpose building in Samarinda Seberang showed that leasing practices generally adhere to the basic provisions of the *ijārah* contract, such as the presence of the contracting parties, the object of benefit being leased, the value of the *ujrah* (rental price), and an agreement between the lessee and the building manager. This study analyzes the conformity of building rental practices with the provisions of DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 through an Islamic law approach, thereby providing an overview of the implementation of *ijārah* principles in multipurpose building rental transactions. There is a fundamental difference between this study and the research conducted on the leasing of the PMI Multipurpose Building in Gampong Ateuk Munjeng, Baiturrahman District. However, previous studies have mainly examined the *ijārah* contract from a normative perspective or focused on the implementation of DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017. Limited attention has been given to the empirical implementation of the *ijārah* '*alā al-manāfi*' contract in multipurpose building rentals, particularly regarding the clarity of leased benefits, facility transparency, rental payment, contractual formula, and the rights and obligations of the parties. This gap demonstrates the need for a study that combines normative legal analysis with empirical findings from actual rental practices. The novelty of this study lies in its normative-empirical analysis of the *ijārah* '*alā al-manāfi*' contract in the rental of the PMI Multipurpose Building. Unlike previous studies, this research examines not only the validity of the contract but also the relationship between the clarity of benefits, the quality and transparency of facilities, the payment of *ujrah*, and legal certainty for the parties.¹⁰

METHODOLOGY

DATA ANALYSIS TECHNIQUE

The data were analyzed qualitatively through four stages. First, interview, observation, and documentation data were organized and classified according to the research questions, particularly the rental mechanism, agreed benefits, *ujrah*, facilities, contractual obligations, and implementation of the *ijārah* '*alā al-manāfi*' contract. Second, relevant data were reduced by identifying recurring findings and legally significant deficiencies. Third, the empirical findings were interpreted by comparing them with the pillars and conditions of *ijārah*, muamalah fiqh principles, the Compilation of Sharia Economic Law, and relevant contemporary Sharia standards. Fourth, the findings were synthesized into legal conclusions by distinguishing issues affecting contractual validity from issues concerning contractual performance. Thus, the analytical

¹⁰ Nurjanah dan Akhmad Haries, "Implementasi Fatwa No. 112/DSN-MUI/IX/2017 Tentang Ijarah: Studi Pada Penyewaan Gedung Serbaguna di Samarinda Seberang," *Journal of Islamic Economic Law* 3, no. 1 (2025): 71–86.

sequence was: empirical finding → legal issue → applicable norm or theory → application to the facts → legal conclusion.¹¹

DATA VALIDITY

The credibility of the empirical findings was strengthened through source and method triangulation. Source triangulation was conducted by comparing information obtained from the building manager with information provided by tenants. Method triangulation was conducted by comparing interview findings with direct observations and available documentation concerning the rental process, facilities, payment procedures, and contractual practices. The field findings were then cross-checked against the relevant legal and fiqh framework. The study does not claim member checking or other validation techniques that were not actually conducted.

The research method applied in this article is normative-empirical. The normative component examines legal and fiqh materials concerning *ijārah ‘alā al-manāfi’*, particularly the pillars and conditions of *ijārah*, clarity and deliverability of *manfa‘ah*, *ujrah*, *ṣīghat*, mutual consent (*tarāḍī*), and the avoidance of *gharar* and *jahālah al-manfa‘ah*¹². The empirical component examines the actual rental practice of the PMI Multipurpose Building in Gampong Ateuk Munjeng, Baiturrahman District, Banda Aceh City. Primary data were obtained through interviews with the building manager and tenants, direct observation of the rental practice and facilities, and available documentation. The study involved 15 tenants as respondents. Secondary materials consisted of books, journal articles, fatwas, legal regulations, and relevant Sharia standards.

DISCUSSION

The Rental Practice of the Indonesian Red Cross (PMI) Multipurpose Building in Gampong Ateuk Munjeng, Baiturrahman District, Banda Aceh City

The rental practice is conducted through direct arrangements between the management and prospective tenants. Tenants receive information regarding the building's availability, room or package options, available facilities, rental fees, and applicable rules. A deposit is paid to confirm the reservation, while the remaining rental fee is generally settled before the event. However, the rental arrangement is not documented in a written agreement between the management and the tenants. The agreement concerning the use of the building, type of activity, rental fee, and rental period is made orally between the parties. After payment is completed, the tenant receives a receipt as proof of payment. The receipt functions as evidence of the payment transaction

¹¹ Ahmed Mansoor Alkhan, Mohammad Kabir Hassan, dan AbdulRahman Alsaadi, "Rethinking Uṣūl al-Fiqh in Islamic Finance: From Diversified Jurisprudential Schools to Unified Uṣūl?," *Arab Law Quarterly*, 28 Agustus 2025, 1–34, <https://doi.org/10.1163/15730255-bja10192>.

¹² Fahad Zafar, "Ijarah contract: a practical dilemma," *Journal of Islamic Accounting and Business Research* 3, no. 1 (13 April 2012): 67–69, <https://doi.org/10.1108/17590811211216078>.

but does not comprehensively document the rights and obligations of the parties.¹³ Despite the absence of a written agreement, the oral arrangement identifies the contracting parties, the intended use of the building, the rental period, and the agreed *ujrah*. From the perspective of *ijārah* '*alā al-manāfi*', the identification of these elements indicates that the principal components of the rental transaction were known and agreed upon by both parties before the building was used.¹⁴

The building is rented for various activities, including weddings, seminars, training sessions, circumcision ceremonies, and other social events. The management provides facilities according to the selected package, including the hall, chairs, tables, sound equipment, VIP and dressing rooms, parking facilities, a generator, and cleaning services. The management also establishes rules concerning the use and maintenance of the facilities and requires compensation for damage resulting from the tenant's negligence. These arrangements indicate that the principal *manfa'ah* of the lease is the tenant's right to use the building for an agreed purpose and period.¹⁵

Field interviews indicate that most tenants considered the rental mechanism understandable and the facilities generally consistent with the information provided before the transaction. However, three out of the 15 tenants reported several deficiencies, including air conditioning that did not function optimally, insufficient seating, technical problems with presentation equipment, and the condition of certain facilities did not always meet the tenants' expectations during use. These findings suggest that, although the primary benefit of the leased building remained available, the performance of some supporting facilities was not fully consistent with the conditions reasonably expected during the rental period. These deficiencies do not automatically invalidate the *ijārah* contract. Rather, they raise a legal issue concerning the extent to which the agreed benefits were properly delivered during the rental period. Nevertheless, the distinction between contractual validity and contractual performance must be considered within the broader requirement of Sharia compliance.¹⁶

Accordingly, the main legal concern relates to contractual certainty and evidentiary support rather than the validity of the *ijārah* itself.¹⁷ In terms of the *ujrah*, the

¹³ Zaidan Fahmi, "Konsep Al-Ijarah pada Sistem Sewa Menyewa Kamar Kos," *Mu'amalat: Jurnal Kajian Hukum Ekonomi Syariah* 17, no. 1 (2025), <https://doi.org/10.20414/mu.v17i1.13188>

¹⁴ Fahad Zafar, "Ijarah contract: a practical dilemma," *Journal of Islamic Accounting and Business Research* 3, no. 1 (2012): 67–69, <https://doi.org/10.1108/17590811211216078>.

¹⁵ Ahmed Mansoor Alkhan, "An Analysis of Murābahah and Ijārah Muntahiyah bi-t-tamlīk: How Do Islamic Banks Choose Which Product to Utilise?," *Arab Law Quarterly* 35, no. 4 (10 Maret 2020): 444–65, <https://doi.org/10.1163/15730255-14030662>.

¹⁶ Mizaj Iskandar Usman, "Sharia Financial Institutions Compliance Towards Islamic Principles in Performing Intermediation Functions," *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 14, no. 1 (2022), DOI: 10.15408/aiq.v14i1.25632.

¹⁷ Siti Nabila, Al Furqan, Muammar Kadafi, dan Fuja Afiska, "Penyelesaian Wanprestasi terhadap Perjanjian Sewa Menyewa Menurut Hukum Islam," *Indonesian Journal of Islamic and Social Science* 4, no. 1 (2026): 49–60.

rental fees vary according to the type of room, capacity, facilities, and type of event. For example, the seminar hall is rented for Rp5,500,000.00, while the wedding reception package is Rp6,500,000.00. Other rooms are priced according to their capacity and available facilities. The predetermined rental fees indicate that the amount of *ujrah* was clearly identified and agreed upon before the transaction was concluded. This satisfies the requirement of certainty regarding compensation in the *ijārah* arrangement.¹⁸ However, certainty regarding the *ujrah* alone is insufficient to ensure the proper implementation of the contract; the benefits corresponding to that payment must also be delivered as agreed. The remaining concerns primarily relate to the consistency of benefit delivery and the need for stronger contractual certainty and administrative documentation.

Analysis of the Conformity of the PMI Multipurpose Building Rental Practice with the Concept of the Ijārah ‘Ala al-Manafi Contract

An *ijārah ‘alā al-manāfi* contract concerns the transfer of a right to obtain an identifiable benefit for a specified period in exchange for *ujrah*, without transferring ownership of the underlying property¹⁹. Accordingly, legal analysis should distinguish the existence of the contract from the quality of its subsequent performance. The relevant questions are whether the parties consented to the transaction, whether the benefit and *ujrah* were sufficiently identified, whether the benefit was capable of delivery, and whether the alleged deficiency affected the principal benefit or only a supporting facility.

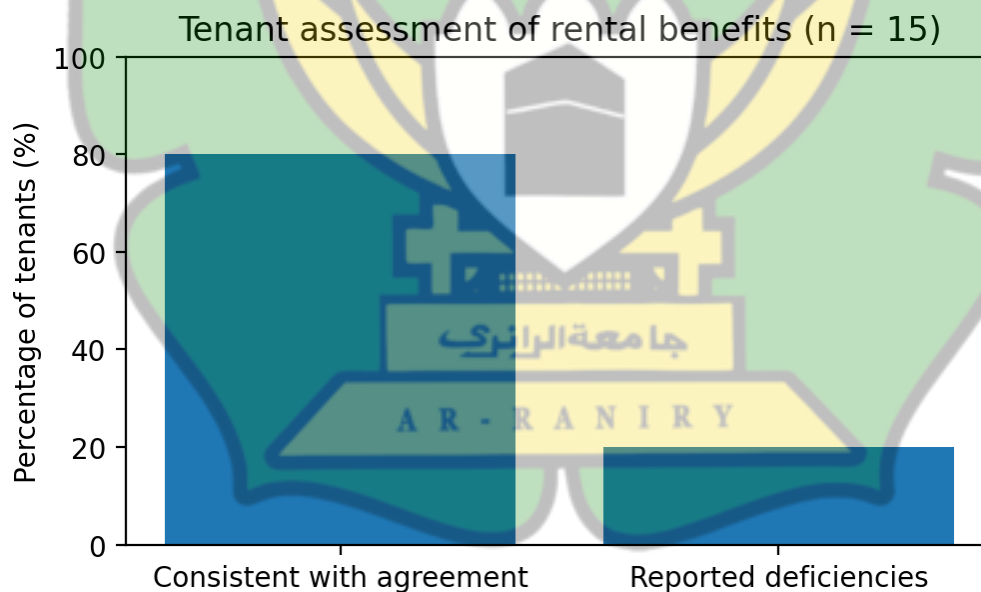


Figure 1. Tenant assessment of the conformity of rental benefits with the agreement.

¹⁸ Nik Abdul Rahim Nik Abdul Ghani, “Beneficial ownership in sukuk ijarah : a shari’ah appraisal,” *International Journal of Islamic and Middle Eastern Finance and Management* 11, no. 1 (16 April 2018): 2–17, <https://doi.org/10.1108/IMEFM-02-2017-0026>.

¹⁹ Rahmat Ullah, Irum Saba, dan Riaz Ahmad, “An Exploratory Study of Manfa’ah (Usufruct) in Ijārah Accounting from the Shari’ah Perspective,” *ISRA International Journal of Islamic Finance* 15, no. 4 (27 Desember 2023): 4–24, <https://doi.org/10.55188/ijif.v15i4.688>.

The empirical data show that 12 of the 15 tenants (80%) considered the rental benefits to be consistent with the agreement, while 3 tenants (20%) reported deficiencies involving supporting facilities or services. The 80% finding indicates that the principal benefit—the use of the building for the agreed event was generally delivered. The 20% finding, however, cannot be reduced to a service-quality statistic alone. It requires a legal classification based on the nature and significance of the deficiency. A deficiency affects contractual validity more directly where it makes the principal benefit unidentifiable, impossible to deliver, materially different from what was agreed, or so unclear that the lessee cannot determine the subject matter of the exchange.²⁰

The reported deficiencies in the PMI case involved air conditioning that did not function optimally, a shortage of chairs, technical problems with presentation equipment, and conditions of certain facilities that were not always consistent with the tenants' expectations during use. These conditions show imperfect performance of some agreed or expected facilities, but the available field evidence does not show that the principal benefit, namely the use of the building for weddings, seminars, circumcision ceremonies, and other agreed activities, became impossible or ceased to be identifiable. On that evidence, the deficiencies are more appropriately classified as issues of contractual performance rather than defects that invalidate the essential object of the *ijārah*.²¹

This distinction is also important in relation to gharar and jahālah al-manfa'ah. The existence of a malfunctioning supporting facility does not by itself establish prohibited uncertainty when the principal benefit, rental period, and *ujrah* remain sufficiently known. However, uncertainty becomes legally more significant when a facility is represented as part of the rental package but is not clearly identified, when an essential facility is not available or does not function as expected for the agreed purpose, or when the omitted or defective facility is essential to the purpose for which the building was rented. In such circumstances, the ambiguity may affect informed consent and the clarity of the benefit, and the contractual consequences may become more substantial.²²

Accordingly, the legal position in the present case is that the essential elements of *ijārah* remain present: the contracting parties (*mu'jir and musta'jir*), the agreed benefit of using the building, the *ujrah*, and *ṣiġhat* reflecting mutual consent. The evidence therefore supports the conclusion that the contract remains valid, while the management has a continuing obligation to perform the agreed benefits properly and transparently. The appropriate legal response is not to declare the entire contract invalid merely because a

²⁰ Nik Abdul Ghani, "Beneficial Ownership in Sukuk Ijarah: A Shari'ah Appraisal," *International Journal of Islamic and Middle Eastern Finance and Management* 11, no. 1 (2018): 2–17, <https://doi.org/10.1108/IMEFM-02-2017-0026>.

²¹ Fahad Zafar, "Ijarah contract: a practical dilemma," *Journal of Islamic Accounting and Business Research* 3, no. 1 (2012): 67–69, <https://doi.org/10.1108/17590811211216078>.

²² Rahmat Ullah, Irum Saba, dan Riaz Ahmad, "An Exploratory Study of Manfa'ah (Usufruct) in Ijārah Accounting from the Shari'ah Perspective," *ISRA International Journal of Islamic Finance* 15, no. 4 (2023): 4–24.

supporting facility was imperfect, but to strengthen contractual specification, maintenance, systematic inspection of supporting facilities, and procedures for addressing non-performance. If a future case demonstrates that a promised facility is essential to the agreed benefit or that its absence makes the benefit materially different or uncertain, a stronger legal consequence would require separate assessment under the relevant rules on *manfa'ah*, *jahālah*, and contractual obligations.²³

Implications for Sharia Economic Law and Institutional Governance

The findings have implications beyond the PMI Multipurpose Building in Banda Aceh. For Sharia Economic Law in Indonesia, the case demonstrates the analytical importance of distinguishing contractual validity from contractual performance. An *ijārah* arrangement may satisfy its essential requirements while still generating an obligation to correct deficient performance.²⁴ This distinction prevents two opposite errors: treating every service deficiency as a basis for invalidity, or treating the existence of an agreement and payment of *ujrah* as sufficient regardless of whether the promised benefit is actually delivered. The finding therefore supports a more precise application of *ijārah* principles to contemporary rental practices.

The study also has implications for the management of social and institutional assets. Institutions that generate income by renting facilities should establish standardized procedures identifying the facilities included in each rental package, their condition, additional charges, responsibility for damage, and complaint mechanisms. For multipurpose buildings, the concept of clarity of *manfa'ah* should be operationalized through a written facility checklist or rental package specification that is communicated before the agreement is concluded. Such procedures translate Sharia principles of transparency, mutual consent, and avoidance of uncertainty into concrete institutional practice.

The findings further contribute to the development of *ijārah* practice and contractual legal certainty. Written agreements can document the rights and obligations of both parties, clarify which facilities form part of the leased benefit, distinguish included services from separately charged services, and provide evidence if a dispute arises. For social institutions, these measures also strengthen accountability and governance because the utilization of institutional assets can be monitored through consistent administrative standards. The broader implication is that Sharia compliance should be supported not only

²³ Ahmed Mansoor Alkhan, "An Analysis of Murābahah and Ijārah Muntahiyah bi-t-Tamlīk: How Do Islamic Banks Choose Which Product to Utilise?," *Arab Law Quarterly* 35, no. 4 (2020): 444–465, <https://doi.org/10.1163/15730255-14030662>

²⁴ Fahad Zafar, "Ijarah contract: a practical dilemma," *Journal of Islamic Accounting and Business Research* 3, no. 1 (13 April 2012): 67–69.

by the validity of the *ijārah* contract at the time of its formation but also by transparent and accountable implementation throughout the period of performance.²⁵

CONCLUSION

POLICY RECOMMENDATIONS

Based on the legal and empirical findings, the following policy recommendations are proposed for the management of the PMI Multipurpose Building and, more broadly, for social institutions that manage rental assets. The recommendations are intended to operationalize the principles of clarity of *manfa'ah*, transparency, mutual consent, accountability, and legal certainty in day-to-day *ijārah* practice.

Based on the research findings and discussion on the implementation of the *ijārah 'alā al-manāfi'* contract in the rental of the PMI Multipurpose Building in Gampong Ateuk Munjeng, Baiturrahman District, Banda Aceh City, two conclusions can be drawn:

1. The rental practice involves reservations, determination of rental rates, payment of a deposit, settlement of the rental fee, and use of the building according to the agreement between the manager and the tenant. The principal terms concerning the purpose of use, rental period, *ujrah*, and basic rights and obligations are generally communicated. Nevertheless, the use of oral agreements and the imperfect performance or insufficient specification of some supporting facilities remain weaknesses that should be addressed through clearer written contractual arrangements.
2. From the perspective of Sharia Economic Law, the practice fulfills the essential elements and conditions of *ijārah*, including the contracting parties, the leased benefit, *ujrah*, and *ṣīghat* reflecting mutual agreement. Among 15 respondents, 12 (80%) reported that the benefits received were consistent with the agreement, while 3 (20%) reported deficiencies in facilities or services. On the available evidence, those deficiencies do not invalidate the contract because the principal benefit of using the building remained identifiable and usable. They are more appropriately classified as deficiencies in contractual performance, while stronger consequences would require evidence that the deficiency affects the essential benefit or creates substantial *jahālah* concerning the subject matter. Academically, the study reinforces the distinction between validity and performance; practically, it supports standardized written agreements, clear facility specifications, proper maintenance, and systematic inspection of facilities.

²⁵ M. Termidzi et al., "Tinjauan Hukum Islam Dan Hukum Positif Terhadap Sewa Menyewa Lapak," *JALHu: Jurnal Al Mujaddid Humaniora* 10, no. 1 (2024): 37–44.

RECOMMENDATIONS

1. The management of the PMI Multipurpose Hall should adopt a written rental agreement for every transaction and conduct regular inspections of the building and its facilities before the building is handed over to tenants, as well as ensure that all equipment required for the tenants' activities is properly prepared and functioning according to their needs.
2. Information concerning the condition of facilities during the rental period should be documented as part of the management of the PMI Multipurpose Hall. The management should also conduct regular maintenance and inspections of essential facilities to ensure that all supporting equipment remains in proper condition and functions optimally throughout the rental period. More broadly, social institutions managing rental assets should establish systematic maintenance procedures to support transparency, accountability, and legal certainty in the utilization of institutional facilities. Future research should examine similar rental practices in other social institutions and, where possible, involve larger samples or comparative studies to determine whether the findings regarding contractual performance and facility provision are applicable in different institutional settings.

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