

Criminal Accountability for Renting or Transferring Ownership of the General House to Other Parties in Indonesia

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Abstract: To rent or transfer public housing units can only be done through the implementing agency. The prohibition on renting out or transferring ownership of public housing units to other parties is regulated by article 103 of law number 20 year 2011 concerning flasts. The purpose of this law is to explain the regulation of the crime of renting or transferring ownership of a public house to another party according to positive law in Indonesia, analyzing criminal liability to the perpetrator renting out or transferring ownership of a public house to another party and efforts to overcome the ability to rent or transfer ownership of the house common to other parties. This type of research uses normative law and this research is judicial empirical. Data collection techniques used library research. Data analysis was carried out using a qualitative approach. As for the results of the research, namely the criminal act of renting or transferring ownership of a public house to other parties according to positive law in Indonesia is article 103 of law number 20 year 2011.

1 INTRODUCTION

The program for providing easy construction and obtaining houses for low-income earners as in principle is in line with the mandate of the constitution, in which the state has the responsibility to protect the entire Indonesian nation through the implementation of housing and residential areas so that people are able to live and occupy decent and affordable houses in housing healthy, safe, harmonious and sustainable in all regions of Indonesia.

The product produced from the housing development and acquisition program for low-income people is a public house, which is a house that is indeed organized to meet the housing need so flow-income people. Individuals who own a public house with facilities provided by the government or regional government can only rent and / or transfer their ownership of the house to another party in terms of occupancy after a period of at least five years and move their residence due to better socio-economic levels.

For the sake of legal certainty, time effectiveness, cost effectiveness and legal justice for the owner of the right to his house and land which is occupied by other people (tenants) without legal rights or occupied by people who are not the owner. With the hope that

the tenant (the perpetrator of the crime) cannot act arbitrarily and harm the owner of the rights to the house and land, protect the community in general and punish the perpetrator of the crime as the law was made aimed at order in society.

A public house is a house that is organized to meet the housing needs of Low-Income Communities (MBR), by getting convenience and / or assistance from the government and / or local governments. The house is also a place where a person develops while living his life. So it is natural when someone tries to build and at the same time occupy a house that makes him feel and comfortable. The house is interpreted as a place of refuge and at the same time a place to stay for someone.

Everyone has the right to reside or occupy a house by renting instead of leasing (if there is agreement from the owner of the house and based on a written agreement, however, it should be noted that the house in dispute cannot be rented. Especially for rent intended for income earner slow, then the rental price will be determined by the government.

Public houses that are acquired through the assistance of the Regional Government cannot be transferred secretly, including lease, unless the transfer of ownership status is carried out in cases of inheritance, occupancy after a period of at least 5 (five) years; or and moved residence because of

better socio-economic levels. If the owner leaves the house continuously for a period of 1 (one) year without fulfilling the obligations under the agreement, the local government has the authority to take over the ownership of the house based on the agreement agreed by the parties.

Law Number 20 of 2011 concerning Flats regulates criminally for occupancy without rights to a house and land so that cases of placement without rights to houses and land can be prosecuted criminally as well as leases that have expired can be prosecuted criminally with the threat of punishment body (prison) or a fine.

As for the problem, namely: What is the rental or transfer criminal settings ownership of public houses to other parties according to positive law in Indonesia?

2 RESEARCH METHODS

Research is the main part of science which aims to know and understand all life, or more clearly research is a means used by humans to strengthen, test, and develop science.

The type of research carried out in this writing is adjusted to the problems raised in it. Thus, the research carried out is normative legal research, namely research that analyzes written positive law. The nature of this research is descriptive, because this research will describe and describe the regulations related to this research. Literally, descriptive research is research that intends to make descriptions of situations or events.

For the preparation of this paper, the data and data sources used are secondary data consisting of primary, secondary and tertiary legal materials. Secondary data includes official documents, books, research results in the form of reports and so on.

Primary legal materials, namely legal materials consisting of binding legislation in the housing sector.

Secondary legal materials are legal materials that provide explanations for primary legal materials, namely the work of legal experts in the form of books, scholarly opinions, which are related to the discussion of this writing.

Tertiary legal materials or supporting materials, namely legal materials that provide meaning and instructions or explanations for primary and / or secondary legal materials, namely the legal dictionary and the Big Indonesian Dictionary.

3 RESEARCH RESULTS AND ANALYSIS

3.1 The Criminal Law Aspect of Embezzlement against the Rental or Transfer of Public Housing Objects to Other Parties.

Tenants who do not have good intentions by not paying the rent and not returning the rental housing can also be criminally charged with embezzlement. What includes embezzlement is the act of taking the property of another person partly or wholly where the control of the object already belongs to the perpetrator, but the control occurs legally. The purpose of embezzlement is to have goods or money under control where the goods / money basically belong to someone else.

Regarding the criminal act of embezzlement, it is regulated in Chapter XXIV Article 372 to 377 of the Criminal Code in its main form, it is stated as follows: "Anyone who deliberately and unlawfully owns property completely or partly belongs to another person and is under his control not because of a crime, shall be punished. For embezzlement, with a maximum sentence of four years or a fine of up to nine hundred rupiahs."

The meaning of embezzlement is basically the same as the description of Article 372 of the Criminal Code. According to Lamintang, the criminal act of embezzlement is the abuse of rights or the abuse of trust by someone whose trust is obtained without any element of being against the law.

The aggravated form of embezzlement (*gequalificeerde verduistering*) is regulated in Articles 374 and 375. The factors that cause it to be heavier than its basic form are made aware of the greater trust placed in the person who controls the darkened object. The criminal act of embezzlement with burden some elements is a criminal act of embezzlement as regulated in Article 374 of the Criminal Code, which is formulated as "embezzlement committed by a person on objects that are in his possession because of his personal work relationship or because of his job or because of receiving money, shall be punished with imprisonment. For five years." The criminal act of embezzlement as regulated in Article 374 of the Criminal Code in the doctrine is also referred to as a (*gequalificeerde verduistering*) or as an embezzlement with qualifications, namely a criminal offense with aggravating elements.

Ownership rights to a house are individual property rights that are separate from common rights

over common shares, common objects, and common land. The rights to joint shares, common objects and common land are calculated based on the tax base value

Light embezzlement as regulated in Article 373 of the Criminal Code. The objective element is to own goods wholly or partly owned by other people, the goods are in him or under his control not because of a crime, plus mitigating elements, namely not live stock and the price is not more than Rp. 250. While the subjective element is deliberately, by breaking the law. The formula for light embezzlement consists of elements, namely all elements so embezzlement in its basic form (Article 372) and special elements, namely the objects non-live stock objects and the object value is not more than Rp. 250.00.

The following Tongat describes the objective elements:

- a. Claimed as one's own
The element of having in the formulation of this article is a translation from *Zich toeigenen* actually has a broad meaning than just having. By some scholars this term is called master.
- b. Something stuff
The meaning of goods has now undergone a development which initially referred to the definition of movable and tangible goods or objects, for example, radio, television, money, etc. including animals, which in its development the definition of goods or objects is not only limited to movable or intangible objects.
- c. All or part of it is the property of another person
This element implies that the objects taken must be goods / objects that are owned either wholly or partly by someone else. So there must be an owner, goods or objects that have no or no owner cannot become the object of embezzlement. Thus in the criminal act of embezzlement, it is not required that the stolen property belongs to another person as a whole. Embezzlement persists even though it is only partially owned by others.
- d. Was in his power not because of crime
The first thing to discuss in this is the purpose of mastering. In the criminal act of theft, control is included as a subjective element while in embezzlement, this is an objective element. In theft, controlling is the goal of the perpetrator so that the element of control does not need to be carried out when the act is prohibited. In this case, it is the intent of the perpetrator that must be proven. Where as in embezzlement, controlling is not the goal of the

perpetrator so that the act of controlling in embezzlement must rest with the perpetrator. In the criminal act of embezzlement, the act of controlling it is not because of a crime, it is not a main characteristic. This element is a differentiator from the crime of theft.

- e. Against the law
As it is known that an item can be under the control of a person, it does not have to be subject to a criminal act. Control of goods by a person can occur due to leasing, buying and selling, borrowing and so on. If an item is in the possession of a person not because of a crime but because of a legitimate act, then the person who is entrusted with saving and so on controls the item for his own benefit against the law, then that person is committing embezzlement.
- f. With the intention of
The element of deliberation in the formulation of a criminal act is formulated in various terms, including with the intention. In this case the intention or purpose is aimed at benefiting one self or others.

3.2 Regulation of Criminal Liability Renting or Transferring Ownership of Public Houses according to the Law on Flats

Criminal action will have meaning if there is criminal responsibility, on the other hand there is no criminal responsibility, if there is no criminal act. This means that not everyone who commits a criminal act can be convicted. A person can be convicted if he can be held accountable for this criminal act.

It means that a person who is a perpetrator of a criminal act can only be sentenced to a criminal sentence if the person concerned has committed the crime. The existence of mistakes in a person's criminal act will be linked to the theory of criminal liability. Clearly, a criminal act does not include criminal liability. Criminal acts are prohibitions that are stated in legislation.

The construction of public flats is the responsibility of the government, which can be carried out by every one by obtaining facilities and / or government assistance and also by non-profit organizations and business entities. The construction of commercial flats can be carried out by everyone, where the act or of the commercial apartment construction is obliged to provide a public apartment of at least 20% of the total floor area of the commercial apartment built. The obligation to build a public flat can be carried outside the location of the commercial

apartment area as long as it is still in the same region / city as the concerned commercial apartment.

The corporation can be criminally responsible for an act committed for and / or on behalf of the corporation, if the act falls within the scope of its business as stipulated in the articles of association or other provisions that apply to the corporation concerned.

Provisions regarding Flats previously regulated in Law Number 16 of 1985 concerning Flats, as amended by Law Number 20 of 2011 concerning Flats. According to Law Number 20 of 2011 concerning Flat Article 1 point 1, a Flat is: "a multi-storey building built in an environment which is divided into functionally structured sections, both in horizontal and vertical directions and is a multi-storey building. Each unit can be owned and used separately, especially for a dwelling equipped with common parts, common objects and common land".

Owners of flat units based on Article 1 number 18 Law No. 20 of 2011 is a person who owns a flat unit (hereinafter referred to as the owner). Meanwhile, residents of flat units based on Article 1 number 19 of Law no. 20 of 2011 is a person who occupies an apartment unit, either as the owner or not the owner (hereinafter referred to as residents). Tenants of apartment units can be categorized as residents.

Article 54 of Law No. 20 of 2011 concerning Flats reads:

1. "General apartment units that obtain convenience from the government can only be owned or rented by low-income people
2. Every person who owns a general system can only transfer his ownership to another party in the case of: inheritance, agreement on apartment ownership after a period of 20 (twenty) years or change of residence as evidenced by a certificate of transfer from the competent authority.
3. Transfer can only be made to the executing agency.
4. Further provisions regarding transfer shall be regulated in government regulations.
5. Provisions regarding the criteria and procedures for granting the ease of ownership of a general system shall be regulated in a Ministerial Regulation.

Law Number 20 of 2011 concerning Flats affirms that the house functions as a place to live or shelter and a means of fostering a family that supports life and livelihood also has a function as a center for family education, a cultural nursery and the preparation of the younger generation. Housing needs for the community can be carried out by ownership

by leasing or other means in accordance with statutory regulations. The main points are that the state is responsible for providing housing, the government must play a more important role in fulfilling housing for low-income people.

The arrangement in the lease is as a preventive measure against problems that may arise in the future. Lease arrangements between owners and third parties (tenants) are designed to protect not only the interests of the owners, but also those of the tenants. Because as is known, living in a rental house uses a lot of the shared facilities (shared parts, shared objects, and common land) that are proportionally owned by each owner of the rental house.

The existence of Law Number 20 Year 2011 concerning Flats, in principle, greatly encourage increased attention to handling slum housing and slum settlements. This can be seen clearly with the addition of a special chapter, namely Chapter VIII on Prevention and Quality Improvement of Slum Housing and Slum Settlements. Even the addition of a precautionary article against the formation of slum settlements is a significant progress. In addition, this Law has also adopted the community paradigm as a subject that is believed to make the prevention and handling of slums as more correct.

Nature as an order from the norm in Article 16 of Law no. 20 of 2011 concerning Flats really get the attention of the legislators of this law, so that Article 97 provides a provision that every actor of commercial apartment construction is prohibited from denying his obligation to provide public flats of at least 20% (twenty percent) of the total floor area of a public apartment built as referred to in Article 16 paragraph (2). To reinforce then or so an order and burden of obligations, Article 109 of Law No. 20 of 2011 concerning Flats determines the existence of a criminal there at provided that every act or of commercial flats construction who denies his obligation to provide public flats is at least 20% (twenty percent) of the total floor area of commercial flats constructed as referred to in Article 97 shall be punished with imprisonment of 2 (two) years or a fine.

Christopher Hayes, the opinions "Further, although many former residents are better off than they were in public housing, the shift to vouchers has brought new challenges. Learning to navigate the private market with a voucher is often difficult; voucher holders may encounter problems including lack of transportation to search for units, discriminatory or unscrupulous landlords, tenant screenings and credit checks, and a shortage of large units. These ambiguities reveal the complexity of properly addressing the extent to which relocatees

cause an increase in crime when they move into new neighborhoods”.

The increasing number of flats construction in the present is supported by the large number of consumers who buy apartment units with the aim of becoming a practical, orderly, and safe place to live. In addition, the ultimate goal of ownership of a flat unit is to have a Certificate of Ownership over a Apartment Unit, where the certificate is the strongest evidence in terms of and ownership. Based on the data above, it can be seen that the complaint regarding the not receiving the Certificate by the Owner shows that the Conduct of the Flat Construction has not fulfilled its obligations. The obligation for the deadline for the Conduct of the Construction of Flats to issue a Certificate of Ownership for the Unit of the Flats is usually regulated in the Sale and Purchase Agreement (PPJB) between the Implementer of the Construction of the Flats and the Buyer of the apartment unit.

3.3 The Form of Transfer of Ownership of a Public Apartment to another Party

Property rights are the strongest and fullest inherited rights that a person can have over land or buildings. Property rights can be transferred and transferred to other parties. Only Indonesian citizens can have property rights. However, certain legal entities can have property rights under certain conditions.

Property rights are the strongest rights to land and houses, which give authority to their property to give back another right over the parcel of land and house they own which are almost the same as the authority of the state (as the ruler) to grant rights to land to its citizens.

Based on the provisions in the legislation on a flat, the owner of a public apartment has rights, namely:

1. To occupy a public flat which is owned by him, as well as use shared parts and commonland, each according to its designation (Article 18 of the Law on Flats)
2. Renting out a public apartment that he owns to another party who will be a resident, as long as it does not exceed the term of the land title with him.
3. Appoint the property rights of the apartment unit which he owns as collateral for credit with the burden of mortgage rights (Article 12 Law on Flats)
4. Transfer of ownership rights to the apartment unit to other parties through buying and selling, exchange and grants.

5. Transferring to his heirs because the property rights of the apartment unit can be transferred due to inheritance (Article 10 of the Flats Law)
6. The right to obtain legal protection for the owner of a public apartment based on proof of ownership (certificate) (Article 1 paragraph (1) Law on Flats).
7. The right to make the ownership of the apartment unit as collateral for the debt to get a new House Ownership Credit will be given when the public flat in question has been completed and separation has also been carried out in a certified public flat (Article 13 Law on Flat).

Based on the provisions in the legislation on a flat, the owner of a public apartment has the following obligations:

1. The obligation to fulfill the requirements as a party according to the provisions of the law can become the holder of land rights (Article 8 paragraph (1) Law on Flats)
2. The obligation to diligently and carefully organize and maintain the public flats that they already own (Article 18 of the Law on Flats)
3. The obligation of the residents who live in an apartment to immediately cooperate in caring for and maintaining certain parts of their public apartment which have become a common responsibility, namely the common part and common objects.
4. Obligations of residents who live in public flats to collectively always maintain the sustainability of the environment in which they live together (Article 1 point 3 of the Apartment Law)
5. It is the duty of residents to report and register any legal action in the form of imposition of the public apartment they own along with the land where the building itself and other objects.
6. The owners of public flats or their residents are obliged to form an association of residents (Article 19 of the Law on Flats)
7. Other obligations of the owners of public flats are in the event that the period of land rights with the mends, the owners of the public apartment are obliged to jointly apply for an extension of the period or renewal of the right to build or use rights concerned.
8. The financing of tenant association activities and the management body is borne jointly by the owner of the public apartments and the residents.

Fundamental rights stipulate in Law Number 20 of 2011, in essence, among others, the legal certainty

of ownership and occupancy of public houses for low-income people, the existence of an agency that guarantees the provision of public houses, the use of state / regional property in the form of land and land utilization. Waqf, providing public housing, providing incentives for public housing construction actors and assistance and facilities for low-income people as well as consumer protection.

Transfer of ownership rights to a house in the form of transfer can be carried out if the house is owned by an Indonesian citizen or a foreigner who is domiciled in Indonesia. Transfer of title to a house in the form of transfer can be done if the house is owned by an Indonesian citizen, a foreigner domiciled in Indonesia, a legal entity established under Indonesian law and domiciled in Indonesia.

The transfer of ownership of a public house to another party due to rent or transfer or transfer of rights must be proven by a deed drawn up by and before a notary, unless the auction is proven by an auction report made by the notary public and the auction office. Transfer of ownership rights to a public house to another party, either directly or indirectly to someone.

Not everyone can own a flat unit, but Article 53 paragraph (1) of Law Number 20 Year 2011 concerning Flats provides that "everyone can rent a flat unit. The rental includes the right of an individual to an apartment unit and the utilization of common shares, common objects and common land. "Even so, for general apartment units and state apartment units, there are several provisions that must be obeyed.

Jocelyn Fontaine, the opinions "*It is clear that housing has the potential for being a pathway to successful reentry for formerly incarcerated persons. The purposeful use of housing in this way holds promise in reducing costly returns to prison while increasing public safety and public health. Of course, additional housing supports would be a tremendous benefit for formerly incarcerated persons and their families*"

Public apartment units that get facilities from the government can only be owned or rented by low-income people. Transfer of ownership of a common apartment unit can only be done through inheritance. Apart from inheritance, the transfer of ownership of a general apartment unit can also be carried out in the event of an agreement on the ownership of the apartment after a period of 20 years and moving place as evidenced by a certificate of transfer from the competent authority. The condition for the transfer is that it can only be done to the executing agency. State apartment units can be rented by individuals or groups with the convenience of the government. An

individual or a group according to the Elucidation of Article 55 paragraph (1) of the Apartment Law is an official or civil servant or person associated with the implementation of state tasks.

Based on the provisions in the legislation on a flat, the owner of a public flat has the following rights:

1. To occupy a public flat which he owns, and to use shared parts and common land, each according to its designation (Article 18 of the flats Law).
2. Renting out the public apartment that he owns to another party who will be the occupant, as long as it does not exceed the term of the land right with him.
3. Appoints the property rights of the apartment unit which he owns as collateral for credit and is burdened with mortgage right (Article 12 of the Law on flats).
4. Transferring ownership rights to the flat unit to other parties through sale and purchase, exchange and grants.
5. Transferring to his heirs because the property rights of the apartment unit can be transferred due to inheritance (Article 10 of the flat law)
6. The right to obtain legal protection for the owner of a public apartment based on proof of ownership (certificate) (Article 1 paragraph (1) law on flats).
7. The right to make the ownership of the apartment unit as collateral for the debt to get a house ownership credit which will only be given when the public flat in question has been built and separation has also been carried out in a certified public flat (Article 13 law on flats).

Based on the provisions in the legislation for a flat, the owner of a public apartment has the following obligations:

1. The obligation to fulfil the requirements as a party who according to the provisions of the law can become the holder of land rights (article 8 paragraph (1) of the apartment law).
2. The obligation to diligently and carefully organize and maintain the public flats that they already have.
3. The obligation of residents who live in an apartment to immediately cooperate to care for and maintain certain parts of their public apartment which have become joint responsibilities, namely shared part and common objects.
4. The obligation of residents of common apartment residents to collectively together, always maintain the sustainability of the environment in which they live together.

5. The obligation of residents to report and register any legal actions in the form of imposition of public apartment they own along with the land where the building itself and other objects.
6. Owner of public flats or their residents are obliged to form a community association.
7. The obliged to jointly apply for an extension of the period or renewal of the terms of use the building or right of use concerned.
8. The financing for the activities of the association of residents and the management body is jointly borne by the owners of the public flats and the residents.

General flats, namely flats organized to meet the housing needs of low-income people. Low-income people ("MBR") are people who have limited purchasing power, so they need government support to obtain general income. Assistance and convenience provided to low-income people in the form of:

1. credit ownership of a bank with a low interest rate;
2. relief of rental fees for the conduit;
3. insurance and credit guarantee for apartment ownership;
4. tax incentives in accordance with statutory provisions; and / or
5. Sarusun certification.

Transfer or transfer of rights is a legal act that aims to transfer rights from one party to another. In contrast to the transfer of a right, the transfer of a right indicates a legal act that was deliberately committed by one party with the intention of transferring his property rights to another person. Thus, the transfer of ownership rights is known or desired by the party conducting the agreement for transferring land rights.

Article 138 of Law Number 1 of 2011 concerning Housing and Settlement Areas covers the developers of flats. So, what requirements need to be met before the handover and / or with draw alof funds of more than 80% can be made? In accordance with Article 138, this requirement is regulated in Article 45 jo. 42 paragraph (2) of Law Number 1 of 2011 concerning Housing and Settlement Areas.

William D. Soileau, the opinions "*Attempt to vest effective property rights in economic actors so as to spur investment in urban real property and reverse the ill effects of the supply system of housing. Statistical indicators of ownership and investment indicate that these policies have enjoyed some success, but that public ownership and control of urban public housing still predominates by far. However, given the interdependence of housing and property rights reform with other policy areas, a*

great deal of institutional reform will be required to continue progress toward commoditization, marketization, and privatization".

Regarding ownership of apartment units, it is regulated in article 46 - article 49 of Law Number 20 of 2011 concerning Flats. A known form of ownership is a Certificate of Ownership on the Flats ("SHMRS"). SHMRS is a form of ownership granted to the right holder of the Flats. The form of ownership rights to flats must be distinguished from the types of ownership rights to houses and land in general.

Article 46 of Law Number 20 Year 2011 concerning Flats reads: "Ownership rights over flat units are property rights to flat units that are separate individuals with common rights over common shares, common objects, and common land." The ownership of apartment stems from theories about ownership of an object, where according to the law an object or building can be owned by one, two or more people which is known as joint ownership.

Regarding ownership of apartment units, it is emphasized in the provisions of Article 46 of the Flat Law which states: Ownership rights to a flat is a separate ownership right to a conduit which is separate from the common rights to common shares, common objects and common land. The rights to the joint shares, common objects and common land are calculated based on a proportional ratio value. Procedures and requirements for the transfer of land rights as stipulated in the applicable laws and regulations that in every process of transfer of land rights, must be made by making an authentic deed by the official who makes land deeds (as stated in Article 1 of Law Number 7 Position of Notary Public, and registered at the district / city land office where the land is located.

Sarah swant, the opinions "*Further, as the city emerges as a major source of rules governing homes and intimate spaces, its role in using these technologies of governance may become more pronounced, and may therefore warrant greater attention than local-government law tends to attract. In particular, the practical impact of these kinds of ordinances, alongside their symbolic participation in problematic histories of race, gender, and socioeconomic discrimination, raises concern over the narratives of responsibility and the meaning of "home" that they create, and the city's role in their construction*".

In law enforcement carried out by the government and law enforcers, there must also be legal awareness from the public. Legal awareness revolves around the community itself, being a determining factor for the validity of the law. With legal awareness, it actually

means an assessment of the existing law or the law that is expected. In fact, every society must have legal awareness.

Law enforcement is an effort to tackle crime rationally, fulfill a sense of justice and be efficient. In the context of overcoming crimes against various means as a reaction that can be given to the perpetrators of crime, in the form of criminal and non-criminal legal means, which can be integrated with one another.

Law enforcement of simple rental apartment arrangement does not go smoothly. Even though they have been threatened with criminal articles, the structuring program has not been effective in the field. The sealing of the apartment units that are sold illegally is ignored by the residents by surviving in them. The government policies in overcoming the crime of renting or transferring public housing ownership to other parties are: *Neighborhoods with higher pre-existing crime rates are also more likely to be affordable and accessible to voucher holders because they have more vacancies, lower rents, and more landlords actively recruiting them. Regardless of the mechanism, a crucial policy implication from this research is the need for responsible relocation strategies like those both Chicago and Atlanta now employ that offer former residents a real choice of housing and neighborhoods and that provide long-term support after those residents leave public housing (Susan J. Popkin, Michael J. Rich, Leah Hendey, Chris Hayes and Joe Parilla).*

As a result of the transfer of ownership of the public house to the other party, the debtor who receives the transfer of ownership of the Public House that has been agreed upon and intend to take the certificate of public housing object and transfer the name to the debtor who receives the transfer, a power of attorney is required. Made before a notary.

4 CONCLUSIONS AND SUGGESTIONS

4.1 Conclusion

- a. The regulation of the crime of renting or transferring ownership of a public house to another party according to positive law in Indonesia is Law Number 20 of 2011 concerning Flats which regulates the government's obligation to resolve problems arising from renting. If this happens the tenant can be subject to criminal sanctions because the

lessee has violated the rights of others in the sense that he has violated the rights of the tenant.

- b. The criminal liability in the form of Article 103 and Article 115 of Law Number 20 Year 2011 concerning Flats, which states that anyone who rents out or transfers ownership of a public house to another party, will be subject to a fine. Article 72 states that for the transfer of general systems by means of an executing agency, that is, an agency established by the Government which has the function of carrying out development, transfer of ownership and distribution of general and special flats in a coordinated and integrated manner.
- c. Efforts to prevent kajahatan renting or transferring public house ownership to other parties in a preventive manner by the government can be done by means of socialization. Meanwhile, development and occupants can be done by strengthening the base of the land rights to be built in the flat. This is evidenced by the issuance of SHM on syarusun. The land to be built for the flat will be thoroughly researched so as not to cause disputes in the future.

4.2 Suggestions

- a. With the existence of Law Number 20 of 2011 concerning Flats, it is hoped that it can minimize and even eliminate and be able to prosecute tenants or transfer public houses to other parties who violate laws that have been legally made. The criminal provisions contained in Law Number 20 of 2011 concerning Flats can be applied to the tenant if he violates a lease agreement that has been legally made by both parties.
- b. It is necessary to formulate a clear and detailed criminal liability for housing developers in statutory regulations. The formulation is either in the form of separation of criminal acts categorized as acts of the Corporation or individual management as well as the sanctions. In particular regarding the Criminal Liability of housing developers in the provision of infrastructure, facilities and public utilities in the administration of housing and areas and settlements.
- c. For the community, if you are going to make a transaction in the case of transferring ownership rights to the syariah, it is better if you first investigate the status of the ownership

rights to the land. In addition, it is also advisable to seek valid information regarding the legal status of land ownership rights so as not to cause problems in the future.

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