

**LEGAL PROTECTION OF CONSUMER OWNER OF FLAT ON
WITHDRAWAL OF ENVIRONMENTAL MANAGEMENT
CONTRIBUTIONS (IPL) ACCORDING TO GOVERNOR
REGULATION NO. 133 OF 2019**

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Abstract

This paper discusses the legal protection of consumers of apartment owners for the withdrawal of environmental management fees (IPL) in accordance with Governor Regulation No. 133 of 2019. The approach method used in this legal research is a normative juridical approach which is supported by empirical juridical by detailing the description, namely a research that begins deductively analyzing the articles in the legislation. The construction of flats in Indonesia is based on Law Number 20 of 2011 concerning Flats, the law also requires that if the apartment unit already has occupants or has been occupied, it is required to form an association of flat occupants. This obligation must be carried out by the occupants and by the development organizer, which means that every construction of a flat unit is required to form an Association of Residents of Flats (P3SRS) which is a legal entity. The researcher found the problem that the need for legal protection for residents of apartment units in the field of apartment management, there is a shopping center that was established based on Law Number 20 of 2011 concerning Flats in the form of flats, and the Governor Regulation No. 133 of 2019 which has been established for a long time and formed an apartment unit, but has not yet formed an association that is a legal entity.

Keywords: Consumer Legal Protection, Withdrawal of Environmental Management Fees (IPL), Flats

1. INTRODUCTION

The state is responsible for providing everyone's housing needs through housing and regional administration, according to Law Number 20 of 2011. Housing and Settlement Areas Law 1 of 2011 stipulates that planning, development, use, and control activities, as well as institutional development, funding and finance systems, and coordinated and integrated community responsibilities, are all part of the implementation of housing and settlement areas. Residential areas are developed to create a residential environment as well as a location for activities that support planned, comprehensive, integrated, and sustainable livelihoods and future prosperity in accordance with the spatial plan (Jogloabang, 2019)

All of us have the right to be physically and mentally prosperous, to be able to live, and to have a healthy and safe environment in which to do so. One of the attempts to construct Indonesian people as a whole, self-identified, independent, and productive, is the strategic function of the location of residence in shaping the nation's character and personality. The government takes use of this opportunity through several forms of development work.

Development as an ongoing, continuous process involving all facets of the nation is designed to realize the objectives of a free, united, sovereign, just, and wealthy national existence (Nurlinda, 2009). Development is fundamentally an endeavor to achieve the Indonesian nation's national ideal of being advanced, independent, prosperous, just, and based on faith and sincerity toward God Almighty. The significance of development is to safeguard the entire Indonesian country and homeland, to advance public welfare, to educate the nation's youth, and to contribute to the maintenance of a world order founded on independence, eternal peace, and social justice.

In urban areas, where social disintegration and rivalry are common, a different method of ensuring social stability is needed in order to achieve a happy and productive community. Rapid growth and dissemination of information, such as the proliferation of luxury residences and high-rise buildings, highways or freeways (toll roads), and other cultures, have all contributed to a slew of new symptoms that can result in mental confusion in urban residents (Hutagalung, 2007)

According to the Explanation of Law No. 20 of 2011 on Flats (hereinafter referred to as the *RUSUN* Law), the construction of flats aims to achieve habitable and affordable housing, improve the overall performance of space utilization, reduce the area and prevent the emergence of housing and slums, direct urban development, meet social and economic needs, empower stakeholders, and provide legal certainty in the provision.

Flats must be separated on the Unit of Flats, Common Land, Joint Parts, and Common Objects by perpetrators of flat construction. There are Flats Units that are utilized separately and can be owned individually in the ownership of Flats Units, but there is also joint ownership of Common Land, Joint Parts, and Common Objects defined by Proportional Comparison Value (also known as NPP).

This necessitates control of the use and management of joint ownership, which is carried out through the Association of Owners and Tenants of Flats (hereinafter referred to as P3SRS), a legal institution charged with the responsibility of managing the owners' and tenants' shared interests (Hutagalung, 2007)

According to the *RUSUN* Law, it is stated that the owner of the Flats Unit is obliged to form the Association of Owners and Tenants of Flats (P3SRS) which consists of residents, so that the occupants will automatically be directly involved in the use of Shared Land, Shared Parts, and Joint Objects contained therein at the apartment concerned. Therefore, the occupants of the apartment are obliged to form an association of residents who have the duty and authority to manage and maintain the apartment and its environment, and to stipulate regulations regarding the order of occupancy. Resident associations by the *RUSUN* Law are given the position as legal entities with the Articles of Association (AD) and Bylaws (ART), so that they can act externally and internally on behalf of the owner, and with the authority it has, it can create order and peace in the apartment environment. The formation of the P3SRS must be carried out by making a deed ratified by the Regent or Mayor of the Head of the Level II Region, and notably for Special Region of Jakarta ratified by the Governor of the Head of the Level I Region.

Development actors generally become the Management Agency appointed by the Association of Flat Owners and Occupants (P3SRS) for several reasons. The development actors have knowledge in technical and administrative matters of the flats so that they can manage them efficiently. Furthermore, developers tend to be more aware of the problems in

a flat or apartment so that the root of the problem can be more easily found due to the experience they have.

As the manager, this gives rise to the right to withdraw fees in the context of managing a flat or apartment building which is commonly referred to as the Environmental Management Fee (hereinafter referred to as IPL). The nominal IPL costs for apartments can be calculated based on the real needs of the operational, maintenance, and building maintenance costs. In short, IPL is calculated by the formula for the basic IPL rate multiplied by the area of each apartment unit. Before further determining the IPL rate, P3SRS must know what income the apartment is getting. Generally, apartment income is obtained from the rental of space owned by P3SRS, such as ATMs or advertising in commercial areas of the apartment environment, up to the rental of Base Transceiver Station (BTS) stakes.

Having known apartment income, P3SRS is required to detail operational costs, ranging from employee costs, utilities, insurance, electricity, maintenance and so on. All these costs are then accumulated and the difference between the income and expenditure will be charged and divided equally by the area of each unit based on the Proportional Comparison Value (NPP). If the difference between income and expenditure has been calculated, then the expenditure will be charged and divided equally by the area of each unit. The basic IPL rates also vary, referring to the characteristics of the building, the age of the building, and the number of units.

The complexity of calculating the details imposed on the owners and occupants of flats has resulted in many loopholes that can be used by certain individuals to take advantage and rob other people of their rights. Due to the large number of IPL determinations and collections that deviate from what they should have resulted in the owners and residents being burdened with unnecessary amounts. There are many cases of overexploitation of IPL costs by the management agency resulting in the loss of trust of the owner and occupants, in which case the developer doubles as the managing body. Therefore, the RUSUN Law needs its role if problems arise related to flats.

In essence, development actors who build flats are obligated to manage flats before the P3SRS is formed in which the transition period is set no later than 1 (one) year from the first handing over of the flats to the owners. But in fact, the development actors made P3SRS with management members based on the developer employees themselves without any deliberation based on the principle of kinship that included the owners and residents.

The developer is required to hand over the management of joint objects, joint land, and joint shares to P3SRS, but what happens is that the submission is fictitious because the P3SRS formed comes from the developer himself. This resulted in ongoing conflicts so that the owners and occupants of the apartment units initiated rival associations. This has an impact on the dualism of associations in the same flat. Furthermore, the P3SRS considers all management bodies to be "puppets" of developers and takes the decision to manage the IPL which is billed to the P3SRS management itself, as happened to the Mediterania Palace Residence Apartment located in Kemayoran, Jakarta. The entire establishment of the counter-P3SRS through legal procedures, ranging from the formation process to the issuance of a decree from the Governor or Mayor.

By the time the rival P3SRS formed by the owners and residents have gone through a legal process, the old P3SRS should have no legal standing to continue to manage the flat. The old P3SRS are required to submit all management to the new P3SRS with a transition

period of 3 (three) months from the issuance of the Decree by the Governor of Special Region of Jakarta Number 272 of 2019 dated April 23, 2019.

At the Mediterania Palace Residence Kemayoran Apartment, there are two IPL bills to the apartment owners. In the bill submitted to the owner, the IPL becomes an integral part of the bill for water, electricity, and deposit funds. The bill came from the new management P3SRS and the old management P3SRS who had appointed PT. Prima Buana Internusa (PT. PBI) as the managing body. Obviously, this creates confusion among the owners where the IPL should be paid and what the impact will be if one of the IPLs is not paid.

In fact, the owner who did not pay the IPL to the P3SRS formed by the developer was turned off and water access in the unit was turned off. This problem is certainly very crucial because water and electricity are the daily primary needs of the residents of the flats. Furthermore, P3SRS who collect IPL illegally can be held accountable by way of compensation or be subject to administrative sanctions. Matters regarding the claim for compensation between P3SRS and the owner of the apartment have been regulated in the RUSUN Law.

This P3SRS conflict continued until the State Administrative Court. Ikhsan SH as Chairman of the P3SRS formed by the developer filed a lawsuit on June 17, 2019 with case number 125/G/2019 /PTUN.JKT with the defendant the Head of the Public Housing and Settlement Areas Office of the Special Capital Region of Jakarta. The lawsuit contains, among others, to order the defendant to suspend the further implementation of the DKI Jakarta PRKP Office Decree concerning the Registration and Ratification of the Composition of Management and Supervisors of the Association of Owners and Occupants of the Mediterranean Palace Residences Kemayoran Flats, Central Jakarta Administration City for the 2019 - 2022 period Number 272 of 2019 dated 23 April 2019. Furthermore, on November 13, 2019, the judges of the PTUN Central Jakarta assembly decided to reject the application for a delay in the implementation of the dispute object decision.

Based on the foregoing description, expert opinions, and the belief that the law evolves and grows within the community, this study seeks to determine how the legal protection of apartment owners has changed as a result of the issuance of Governor Regulation No. 133 of 2019 regarding the elimination of environmental management fees.

2. THEORETICAL BASIS

2.1. Conceptual Framework

In this study to get the understanding or interpretation in this thesis, the following is an operational definition as a limitation of the object under study:

Consumer legal protection encompasses all of the regulations and laws that govern the rights and obligations of consumers and producers that arise as a result of their efforts to meet their needs, as well as the regulations and laws that govern efforts to ensure the realization of legal protection for consumers' interests.

Consumers' rights are governed by the Consumer Protection Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia, which is based on Article 5 paragraph (1) of the 1945 Constitution, Article 21 paragraph (1), Article 27, and Article 33 of the Republic of Indonesia Constitution.

In multi-story structures that are divided into functionally structured portions horizontal and vertical, flats are units that can be owned and utilized independently, especially in residential areas furnished with common parts, common items, and common land.

2.2. Theoretical framework

2.2.1. Legal Protection Theory

The theory used in this case is the theory of legal protection by Philipus M. Hadjon, in the Dutch legal literature known as "*rechtbescherming van de burgers*." This opinion shows that the word legal protection is a translation of the Dutch language, namely "*rechtbescherming*."

Philipus M. Hadjon categorizes legal protection for the general public into two (2) kinds, which are as follows:

- a) Repressive legal protection entails the presentation of legal provisions as an attempt to avoid acts of law violation. This attempt is accomplished through the establishment of normative legal principles.
- b) Preventive legal protection is intended to keep disputes from arising in the first place, which leads the government to exercise caution when making decisions based on its discretion. It is also the goal of repressive legal protection to resolve disputes, including the settlement of those issues in the judiciary.

As said by Soerjono Soekanto, the purpose of law is to regulate the relationship between the state or society and its citizens, as well as the relationship between fellow citizens of the community, in order to ensure that social life runs smoothly and orderly, and that the relationship between the community and the government results in harmonious legal protection. The interaction between the government and the community has the legal consequence that the law's job is to achieve legal clarity (for the sake of order) and justice in society. Legal certainty needs the establishment of general principles or commonly acknowledged general rules. To foster a safe and peaceful environment in society, the relevant norms must be rigorously enforced and applied.

Moreover, Setiono stated that legal protection is an act or endeavor to safeguard the public against authorities' arbitrary actions that violate the rule of law, to restore order and peace, and to enable individuals to enjoy their inherent dignity as human beings. Thus according Muchsin, legal protection is an activity that aims to safeguard persons by balancing the relationship between principles or rules represented in attitudes and acts that contribute to the establishment of order in the social lives of fellow humans (Ali, 2009).

In CST Kansil's view, legal protection is a form of legal protection that stems from a relationship's legal rights and obligations. Humans as legal subjects own this in this case, as it pertains to their interactions with one another and their surroundings. Humans have the right and obligation to pursue legal action as legal subjects (Kansil, 1991).

3. RESEARCH METHOD

This paper takes a normative juridical perspective. This type of study is frequently referred to as documentary research, and it is used to gather secondary data in the field of

law. The research process entails an examination of legal principles, legal sources, statutory rules, applicable court decisions, and relevant literature.

The research specification employed in this study is descriptive analytical research, which is meant to provide as accurate facts as possible on humans, circumstances, or other symptoms, and to describe simply the status of the problem's object without drawing generally accepted conclusions (Soekanto, 2006). The purpose of this study is to provide an overview or explanation of the state of the problem under consideration, which is the legal protection of flat owners' consumers for the withdrawal of environmental management fees (IPL) in accordance with Governor Regulation No. 133 of 2019 in accordance with Indonesian laws and regulations.

The data analysis approach used in this study is descriptive qualitative, which means that the data were gathered using words, images, and not numbers (Danim, 2002). Where according Bogdan and Taylor, as cited by Lexy J. Moleong, qualitative research is a research process that generates descriptive data from people and observed behavior in the form of written or spoken words (Moleong, 2021).

4. RESULT AND DISCUSSION

4.1. Legal Protection for Flat Owners Upon the issuance of Governor Regulation No. 133 of 2019 Due to Withdrawal of Environmental Management Fees

Indonesia as a state of law, all actions or actions must be based on applicable law. One of the purposes of implementing the law is to obtain legal certainty for the parties. This is based on the theory put forward by Van Kan. Van Kan argues that the purpose of law is to guarantee legal certainty in social interactions. According to Van Apeldoorn, the law has the aim of regulating the order of society in a fair and peaceful manner (Moleong, 2021).

The law should also pay attention to the theory put forward, namely that the law is a means of community renewal (Moleong, 2021)

Indonesia as a state of law must also pay attention to the legal establishment in the form of the 1945 Constitution. Based on the Amendment to the 1945 Constitution Article 28 H:

- a. Having physical and spiritual prosperity, having a home to live in, and having a safe and healthy living environment are all fundamental human rights. Everyone also has the right to receive health care when they need it.
- b. In order to achieve equality and justice, everyone is provided with specific facilities and treatment in order to receive the same possibilities and benefits.
- c. Everybody has the right to social security that permits him or her to reach their full potential as a dignified individual.
- d. Anyone has the right to own private property, and these property rights cannot be taken away from them by anyone without their consent.

Based on the conclusion of the article above, the Indonesian people have rights, including:

- 1) The right to live in physical and spiritual prosperity;
- 2) Right of residence; and
- 3) The right to a good and healthy living environment and the right to health services.

- 4) Fulfillment of these rights was first established with a legal basis, namely the issuance of Law Number 20 of 2011 concerning Flats (UU Flats). This law replaces the previous law, namely Law Number 16 of 1985 concerning Flats and the Implementing Regulation of Law Number 16 of 1985 in the form of Government Regulation (PP) Number 4 of 1988 concerning Flats.
- 5) Flats are a new housing model in Indonesia.

In the past, Indonesia recognized three patterns of urban housing procurement systems, including:

- a) Housing built by the private sector is of good quality, expensive and is intended for high-income residents, especially for Europeans and foreigners.
- b) Housing that is procured for own use, both privately and by business entities. This includes housing for civil servants, private employees, and others.
- c) Village housing. Housing in the village is housing for indigenous people, which account for two-thirds of the existing houses (Sutedi, 2010).

In the event of a sale and purchase of an apartment unit, ownership of the apartment unit must be established prior to the Land Deeds Making Officer (PPAT). Since the transfer of rights is a legal act with a monetary value, the ownership rights to the apartment unit in question are transferred to the buyer when the deed of sale and purchase is signed and finalized by the PPAT (Harsono, 2017).

The establishment of flats based on Law no. 20 of 2011 is the latest regulation that replaces Law no. 16 of 1981. The issuance of Law no. 20 of 2011 was not accompanied by changes to the implementing regulations, including government regulations. The absence of this government regulation allows for different perceptions at the regional level. It is better if changes to the law are accompanied by the establishment of implementing regulations.

The current regulations in the field of flats that apply include:

- 1) Law NO. 20 of 2011 concerning Flats.
- 2) Government Regulation Number 4 of 1988 concerning Flats.
- 3) Decree of the Minister of State for Public Housing Number: 06/KPTS/BKP4N/1995 concerning Guidelines for the Creation of Deed of Establishment, Articles of Association and Bylaws of the Association of Flats Residents.
- 4) Regulation of the Minister of State for Public Housing Number 15/PERMEN/M/2007 concerning the Procedure for the Establishment of the Association of Residents of Simple Owned Flats.
- 5) In addition, the Civil Code (*KUH Perdata*) applies to agreements made.
- 6) Law No. 8 of 1999 regarding Consumer Protection. The construction of flats in Indonesia is built to then be marketed to residents. Marketing is carried out with due observance of other regulations related to the transaction.

The regulations that have been mentioned above include several other regulations relating to land rights, so what needs to be considered is Law No. 5 of 1960 concerning Basic Regulations on Agrarian Principles, Government Regulation No. 24 of 1997 concerning Land Registration.

Based on their use, flats can then be grouped into:

- a. Residential flats, namely flats that function entirely as a residence.
- b. Non-residential flats, namely flats that entirely function as places of business or social activities.
- c. Mixed flats, which are flats that partly function as a residence and partly function as a place of business (Koeswahyono et al., 2004)

In Indonesia, the construction of flats is governed by the principles set forth in Law Number 20 of 2011 on Flats, which was passed in 2011. The construction of flats in Indonesia was previously governed by Law Number 16 of 1985, and this provision is contained in Article 2 of that law, which only contains three principles, which are as follows:

1. The principle of general welfare,
2. The principles of justice and equity, as well as
3. The principle of harmony and balance in the fairy life.

While Law Number 20 of 2011 respecting Flats contains more principles than Law Number 16 of 1985 concerning Flats, the latter is the more recent law. In Article 2 of the Law No. 20 of 2011 on Flats, there are 13 principles, which are as follows:

1. Welfare principle

The welfare principle is the condition of providing the community's demands for quality housing in order for them to develop and perform their social functions.

2. The principle of justice and equity

When it comes to flats, the concept of justice and equity requires that development outcomes be achieved in such a way that they can be enjoyed proportionally and equally by all people.

3. National principles

The idea of nationality is intended to serve as a foundation for ensuring that the ownership of flats unit is exploited as much as feasible for the benefit of the nation.

4. The principle of affordability and convenience

The premise of affordability and convenience is to lay a foundation so that the results of flat construction can be accessed by people from all walks of life, and to support the establishment of a favorable climate by making it convenient for low-income people.

5. The effectiveness and usefulness

This principle is to lay the groundwork for the implementation of flats by utilizing the potential of land resources, design technology, and the healthy building materials industry, and delivering the most benefit to people's welfare.

6. The principle of independence and togetherness

The principle of independence and togetherness serves as a framework for the implementation of flats based on initiatives, self-help, and community engagement, allowing residents to develop their own trust, abilities, and strengths while also fostering collaboration among stakeholders.

7. Partnership principle

The principle of partnership is to provide a foundation so that the administration of flats is carried out by the government and local governments by involving business actors and the community with the principle of mutual support.

8. The principle of harmony and balance

The principle of harmony and balance is to provide a foundation so that the implementation of flats is carried out by realizing harmony and balance in the pattern of space utilization.

9. The principle of cohesiveness

The principle of integration is to provide a foundation so that flats are organized in an integrated manner in terms of policy and planning, implementation, utilization, and control.

10. Health principles

The principle of health is to provide the basis for the construction of flats to meet healthy housing standards, environmental health requirements, and healthy living behavior.

11. The principle of sustainability and sustainability

The principle of sustainability and sustainability is to provide the basis for flats to be organized by maintaining environmental balance and adapting to needs which continues to increase in line with the rate of population growth and limited land.

12. Principles of safety, comfort, and convenience

The principle of safety, comfort, and convenience is to provide a foundation so that the apartment building meets the safety requirements, namely the ability of the apartment building to support the load, fire safety and lightning hazards; requirements for comfort and movement between spaces, air conditioning, views, vibrations, and noise; as well as requirements for ease of connection to, from, and within buildings, completeness of infrastructure and facilities for flats including facilities and accessibility for persons with disabilities and the elderly.

13. Principles of safety, comfort, and convenience

The principle of safety, comfort, and convenience is to provide a foundation for the management and utilization of flats to ensure that the building, the environment, and the occupants are protected from all disturbances and security threats; order in the conduct of residential and social life; and regularity in the fulfillment of administrative requirements.

The objective of creating flats is also stated in Law Number 20 of 2011, which is concerned with flats. According to Article 3 of the Law on Flats, the construction of flats is intended to:

- 1) In order to ensure the development of livable and cheap flats in an environment that is safe, harmonic, and environmentally sustainable, integrated settlements must be built in order for the community to be resilient on an economic, social, and cultural level.
- 2) Improvements in the efficiency and effectiveness of land and space utilization are being made, as is the provision of green open spaces in urban areas, in order to create the most complete, harmonious, and balanced residential areas possible, while taking into consideration the principles of sustainable development and environmental insight.
- 3) Reducing the area and preventing the occurrence housing area and slums.
- 4) Creating harmonious, balanced, efficient, and productive urban spaces.

- 5) Addressing social and economic demands that benefit inhabitants and the community while maintaining a focus on the goal of providing good housing and settlements, particularly for low-income individuals.
- 6) Empowering stakeholders in the development of flats.
- 7) Assuring adequate and affordable housing, particularly for low-income groups, in a healthy, safe, harmonious, and sustainable environment through an integrated housing and settlement management system.
- 8) Provide legal certainty for those involved in the provision, occupation, management, and ownership of flats.

Every consumer in the UUPK is legally protected. Consumers, as defined in Article 2 UUPK number 2, are anyone who uses goods and/or services provided in the community for their own, their families', other people's, and other living beings' advantage and not for commercial gain.

Consumers in flats are people who buy goods in the form of flats, who buy goods from construction actors/business actors and also residents. Occupants are people who occupy flat units, both as owners and non-owners of the formation of UUPK, namely:

- 1) Boost customer awareness, ability, and independence to protect themselves;
- 2) Enhance consumer dignity by protecting them from negative consequences of purchasing goods and/or services;
- 3) Encourage consumers by allowing them to choose, determine, and assert their consumer rights;
- 4) Developing a consumer protection framework that incorporates components of legal certainty, information disclosure, and information access;
- 5) Increasing business actors' understanding of the critical nature of consumer protection in order to foster an honest and responsible attitude toward business;
- 6) Enhancing the quality of goods and/or services in order to secure the business's continued existence, as well as the health, comfort, security, and safety of consumers.

Consumers in flat units should also be the target of UUPK. This is because residents and owners buy goods or rent goods produced by business actors/development actors. Consumers of flats should also be the goal of UUPK because as consumers, residents and owners do not yet have the awareness and ability to protect themselves. In addition, consumers do not know the laws governing the goods or flats they buy. This ignorance is also exploited by development actors/business actors.

Consumers in UUPK have rights and obligations, namely:

Consumer rights are:

- 1) The right to comfort, security and safety in consuming goods and/or services;
- 2) The right to choose goods and/or services and to obtain such goods and/or services in accordance with the exchange rate and the promised conditions and guarantees;
- 3) The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
- 4) The right to have their opinions and complaints heard on the goods and/or services used;

- 5) The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
- 6) The right to receive consumer guidance and education;
- 7) The right to be treated or served correctly and honestly and not discriminatory;
- 8) The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not properly;
- 9) the rights regulated in the provisions of the other legislation.

Meanwhile, there are consumer obligations, which are as follows:

- a. Read or obey instructions and procedures for the use or utilization of goods and/or services for security and safety;
- b. Conduct transactions for the purchase of goods and/or services in good faith;
- c. Pay at the agreed exchange rate;
- d. Comply with legal efforts to resolve consumer protection disputes properly.

For consumers of flats, one of the UUPK's provisions, namely the right to accurate, transparent, and honest information about the terms and guarantees of products and/or services, is not applicable. PPPSRS was established in accordance with Law No. 20 of 2011 on Flats. The establishment of PPPSRS is one of the safeguards for flat owners and residents. However, it must be formed in line with the law, meaning that it must be conclusive (legal entity).

Several articles related to PPPSRS are:

Article 59

Paragraph 1: Development actors who build Flats in the transition period prior to the establishment of PPPSRS are required to manage Flats.

Verse 2: The transition period as referred to in paragraph 1 is set at the latest one year after the first handover of the flats unit to the owner.

Article 74

Paragraph 1: Owners are required to form PPPSRS. This means that only the owners are obliged to form PPPSRS, based on the voting rights they have. In the General Meeting for the Establishment of PPPSRS, the owners are entitled to vote in a vote, one name one vote.

Verse 2: PPPSRS as referred to in paragraph 1 consists of voters and residents who get a power of attorney from the owner.

The explanation:

Owner's power to Tenants is limited to occupancy. For example, in terms of determining the number of contributions for security, cleanliness or social welfare. Article 77 (2) In the event that PPPSRS decides something related to the interest of apartment dwelling, each member has the right to cast one vote. Elucidation of Paragraph 2 which means that each member casts one vote is that if the flats unit has been occupied, the owner's vote can be authorized to each flats occupant. If the Flats is not occupied, each Owner's Name has only one voting right even though the respective owner has more than one flats.

If the developer still owns the flats unit which has not been sold, it will automatically act as the owner with one voting right. He can also give voting rights in the voting for the establishment of the PPPSRS and the election of the PPPSRS management, if the Director of the Company attends the meeting. It is also possible for the Company to give a Power of Attorney to another person, and he/she will have one vote in the voting.

According to the law described above, the owners have sufficient legal weapons to form the PPPSRS and elect the PPPSRS management among the owners. So that this is the only establishment of PPPSRS which is legal according to the law. The Director of the development company has the right to vote with one vote and is entitled to be elected as the PPPSRS Manager if he occupies the flats unit. But for other employees, he can only be present as a proxy if he is also inhabited, but does not have voting rights in the voting for the formation of the PPPSRS or the election of the PPPSRS management. But if it does not inhabit at all means that it does not have voting rights as the owner or as the Holder of the Power of Attorney. Those who have the right to choose and be elected are only the Owners who inhabit.

It is very clear that the development actors, although supported by all their employees by law, are not entitled to form PPPSRS or control the seats of the PPPSRS Management. How is it possible to only have one vote in the voting for the establishment of the PPPSRS or the election of the PPPSRS management. In fact, until now, development actors have formed PPPSRS and place their employees as administrators. Obviously, it is a violation of the Law described above. Also, the legally flawed PPPSRS that has been formed has been incorporated into the PPPSRS. The importance of the establishment of PPPSRS so that its formation needs to be encouraged so that it is natural that Law no. 20 of 2011 provides a statement that development actors/business actors provide facilities for the establishment of PPPSRS, and is strengthened by Governor Regulation number 133 of 2019, article 102 C.

Owners and residents are completely unable to form PPPSRS due to limitations and ignorance of applicable laws. Owners and residents need to do more to protect their rights to ownership of flats. Owners and/or occupants of flats have rights and obligations regulated by Government Regulation no. 4 of 1988 concerning Flats. As stated in the article below.

Article 61 PP No. 4 of 1988, Paragraph (1) every occupant has the right to:

- 1) Utilize flats and their environment, including shared parts, shared objects, and shared land in a safe and orderly manner;
- 2) Get protection in accordance with the Articles of Association and Bylaws;
- 3) Elect and be elected as a Member of the Management of the Association of Tenants.

Paragraph (2) each occupant is obliged to:

- 1) Comply and implement the rules of conduct in an apartment and its environment in accordance with the Articles of Association and Bylaws;
- 2) Pay management fees and fire insurance premiums;
- 3) Maintain flats and their environment including shared parts, shared objects, and shared land.

Paragraph (3) each occupant is prohibited from:

- 1) Perform actions that endanger the security, order and safety of other occupants, buildings and their environment;

- 2) Changing the shape and/or adding buildings outside the apartment units owned without obtaining the approval of the association of residents.

In addition to the rights stipulated in the article above, residents who are also members of the Association of Flat Residents also have voting rights. Residents can use this voting right in the activities of the general meeting of members of the residents' association. These voting rights are divided into three (3) categories, namely:

- 1) Occupancy voting rights, namely the voting rights of PPRS members to determine matters relating to order, use of facilities, and the obligation to pay dues for management and fire insurance against joint rights such as joint shares, shared objects and shared land. Each owner of the land right of the apartment unit is represented by one vote.
- 2) Management Voting Rights, namely the voting rights of PPRS members to determine matters relating to the maintenance, repair and development of environmental infrastructure, as well as social facilities, shared shares, shared objects and shared land. Management Voting Rights are calculated based on the proportional comparison value of each apartment unit.
- 3) Ownership Voting Rights, namely the voting rights of PPRS members to determine matters concerning the relationship between fellow occupants of the apartment unit; Election of PP Management; and costs for the apartment unit. Ownership voting rights are calculated based on the proportional comparison value of each apartment unit.

Based on the theory of legal protection developed by CST Kansil, according to the author's understanding of the term, legal protection can be defined as protection supplied by law in a relationship that is tied to the presence of rights and obligations. When it comes to human interactions with one another and their environment, this is something that humans own as legal subjects. The right and obligation to pursue legal action rest with persons as legal subjects (Kansil, 1991).

Legal protection for residents of flats in accordance with Governor Regulation no. 133 of 2019 regarding the withdrawal of contributions for P3SRS wherein article 9 paragraph with separate billing sheets for flats includes water bills, electricity bills and bills of Land and Building Tax (PBB).

In the selection of management according to Article 25A of the Governor's Regulation no. 133 of 2019 that in the event that development actors do not carry out the establishment of a deliberative committee as referred to in Article 25 paragraph (2), then the Office together with the team for the completion of the management of flats belonging to the administrative city level facilitate the formation of working groups from owners who are domiciled and/or working in flats, so that the legal protection of the rights of the owner is in accordance with Pergub regulation No. 133 of 2019.

5. CONCLUSION

The applicable provisions concerning flats are as follows: Law No. 20 of 2011 on Flats, Government Regulation No. 4 of 1988 on Flats, Decree of the State Minister of Public Housing No. 06/KPTS/BKP4N/1995 on Guidelines for Making Establishment Deeds,

Budget on Procedures for Establishing the Association of Residents of Simple Owned Flats, and Gubernatorial Regulation 133 of 2019 on Governance for Establishing the Association of Residents of Simple Owned Flats (P3RS).

The issuance of Governor Regulation No. 133 of 2019 clarifies legal protections for flat management, but there is still abuse at the implementation level, resulting in conflict between the owner and manager. It is hoped that between the manager and the owner of the flow, a better understanding of their respective rights and obligations will prevent mutual harm.

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