

ABSTRAK

Praktik sewa kost prabayar di lingkungan Kampus Universitas Trunojoyo Madura (UTM) merupakan bentuk transaksi muamalah yang menggunakan akad ijarah, yaitu pemindahan hak manfaat atas suatu barang dalam jangka waktu tertentu dengan imbalan berupa ujrak yang dibayarkan di muka. Dalam praktiknya, ditemukan permasalahan terkait ketidaksesuaian fasilitas yang dijanjikan dengan fasilitas yang diterima oleh penyewa, serta kebijakan tidak dikembalikannya sisa uang sewa ketika penyewa mengakhiri masa sewa sebelum waktunya. Kondisi tersebut menimbulkan ketidakseimbangan dalam pelaksanaan hak dan kewajiban antara pemilik kost dan penyewa, sehingga perlu dianalisis berdasarkan perspektif akad ijarah dalam hukum ekonomi syariah.

Penelitian ini menggunakan metode penelitian kualitatif dengan pendekatan empiris (*field research*). Data diperoleh melalui observasi, wawancara dengan pemilik dan penyewa kost di sekitar Kampus UTM, serta dokumentasi. Analisis data dilakukan secara deskriptif-analitis dengan mengacu pada teori akad ijarah dalam fikih muamalah.

Hasil penelitian menunjukkan bahwa praktik sewa kost prabayar secara umum telah memenuhi rukun dan syarat akad ijarah, sehingga akadnya sah menurut hukum Islam. Namun demikian, terdapat beberapa ketidaksesuaian dalam pelaksanaannya, terutama terkait ketidaksesuaian fasilitas yang dijanjikan dengan yang diterima oleh penyewa serta kebijakan tidak dikembalikannya sisa uang sewa. Dalam perspektif akad ijarah, kondisi tersebut belum sepenuhnya sesuai dengan prinsip keadilan (*al-'adl*) dan kerelaan (*an-taradhi*), terutama apabila manfaat yang diperjanjikan tidak terpenuhi secara sempurna. Oleh karena itu, diperlukan kejelasan kesepakatan sejak awal akad serta penyelesaian yang adil melalui musyawarah antara para pihak.

Kata Kunci: *Praktik Akad Sewa,, sewa prabayar.*

ABSTRACT

The practice of prepaid boarding house rentals on the Trunojoyo University of Madura (UTM) campus is a form of muamalah transaction that uses the ijarah contract, which involves the transfer of usufruct over an asset for a specified period in exchange for a prepaid ujrah (cost of capital). In practice, problems have been identified related to the discrepancy between the promised facilities and the actual facilities received by the tenant, as well as the policy of non-refund of the remaining rent upon premature termination of the lease. This situation creates an imbalance in the implementation of rights and obligations between boarding house owners and tenants, necessitating an analysis based on the ijarah contract within Islamic economic law.

This study employed a qualitative research method with an empirical approach (field research). Data were obtained through observation, interviews with boarding house owners and tenants around the UTM campus, and documentation. Data analysis was conducted descriptively and analytically, referring to the theory of the ijarah contract in Islamic..

The results of the study indicate that the practice of prepaid boarding house rentals generally meets the pillars and requirements of the ijarah contract, making it valid under Islamic law. However, there are several discrepancies in its implementation, particularly regarding the discrepancy between the promised facilities and those received by the tenant and the policy of not returning the remaining rent. From the perspective of the ijarah contract, these conditions do not fully comply with the principles of justice (*al-'adl*) and willingness (*an-taradhi*), especially if the promised benefits are not fully fulfilled. Therefore, a clear agreement is needed from the beginning of the contract and a fair resolution through deliberation between the parties.

Keywords: *Lease Agreement Practice, prepaid rent.*