

ABSTRAK

Pertumbuhan jumlah mahasiswa di Universitas Trunodjoyo Madura berdampak pada meningkatnya permintaan hunian sementara berupa rumah kos di sekitar lingkungan kampus. Praktik perjanjian sewa kos umumnya dilakukan secara lisan dan informal tanpa kontrak tertulis yang mengikat. Salah satu permasalahan yang kerap muncul adalah pemberlakuan klausul uang muka *non-refundable* yang ditetapkan secara sepihak oleh pemilik kos tanpa transparansi yang memadai, sehingga menempatkan mahasiswa selaku penyewa pada posisi tawar yang lemah dan berpotensi menimbulkan ketimpangan hak dan kewajiban antara para pihak. Penelitian ini bertujuan untuk menganalisis praktik penerapan klausul uang muka *non-refundable* pada perjanjian sewa kos di lingkungan kampus Universitas Trunodjoyo Madura, serta menilai keabsahannya berdasarkan perspektif hukum perlindungan konsumen dan hukum Islam.

Penelitian ini menggunakan jenis penelitian normatif sosiologis dengan pendekatan kualitatif. Penelitian dilaksanakan di kawasan kos sekitar kampus Universitas Trunodjoyo Madura, tepatnya di Desa Telang, Kecamatan Kamal, Kabupaten Bangkalan. Data diperoleh melalui wawancara dengan pemilik kos dan mahasiswa penyewa, observasi lapangan, dokumentasi, serta studi kepustakaan terhadap peraturan perundang-undangan, literatur hukum Islam, dan penelitian terdahulu yang relevan.

Hasil penelitian menunjukkan bahwa praktik klausul uang muka *non-refundable* pada perjanjian sewa kos di lingkungan kampus UTM berlangsung secara lisan, sepihak, dan tanpa transparansi yang memadai. Menurut hukum perlindungan konsumen, klausul yang ditetapkan secara sepihak tersebut berpotensi batal demi hukum berdasarkan Pasal 18 ayat (3) Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, khususnya apabila pembatalan disebabkan oleh kelalaian pemilik kos. Menurut hukum Islam, klausul *non-refundable* hanya dapat dibenarkan apabila memenuhi syarat-syarat kumulatif: disampaikan secara jelas sebelum pembayaran, diterima atas dasar kerelaan (*ridā*) yang sesungguhnya, dan pembatalan murni berasal dari kehendak penyewa tanpa kesalahan pihak pemilik kos. Apabila salah satu syarat tersebut tidak terpenuhi, penahanan uang muka bertentangan dengan prinsip keadilan, asas kerelaan, dan larangan mengambil harta orang lain secara batil sebagaimana ditegaskan dalam Q.S. An-Nisa: 29. Dengan demikian, baik hukum perlindungan konsumen maupun hukum Islam menegaskan bahwa keabsahan klausul uang muka *non-refundable* tidak bersifat mutlak, melainkan bergantung sepenuhnya pada transparansi, kerelaan para pihak, dan tidak adanya kelalaian di pihak pelaku usaha.

Kata Kunci: Klausul Uang Muka *Non-Refundable*, Perjanjian Sewa Kos, Hukum Perlindungan Konsumen, Hukum Islam.

ABSTRACT

The growing number of students at Trunojoyo University of Madura has led to an increased demand for temporary housing, particularly boarding houses (kos) in the vicinity of the campus. Boarding house rental agreements are generally conducted orally and informally without any binding written contract. One of the most frequently encountered problems is the imposition of a non-refundable deposit clause determined unilaterally by landlords without adequate transparency, placing students as tenants in a weak bargaining position and potentially creating an imbalance of rights and obligations between the parties. This study aims to analyze the practice of implementing non-refundable deposit clauses in boarding house rental agreements within the campus environment of Trunojoyo University of Madura, and to assess their legal validity from the perspectives of consumer protection law and Islamic law.

This study employs a normative-sociological research design with a qualitative approach. The research was conducted in the boarding house area surrounding the Trunojoyo University of Madura campus, specifically in Telang Village, Kamal District, Bangkalan Regency. Data were obtained through interviews with landlords and student tenants, field observation, documentation, and a literature review of relevant legislation, Islamic legal sources, and prior studies.

The findings reveal that the practice of non-refundable deposit clauses in boarding house rental agreements around the UTM campus operates orally, unilaterally, and without sufficient transparency. Under consumer protection law, such unilaterally imposed clauses are potentially void by operation of law pursuant to Article 18 paragraph (3) of Law Number 8 of 1999 concerning Consumer Protection, particularly where cancellation is attributable to the landlord's own negligence. Under Islamic law, a non-refundable deposit clause may only be considered legally permissible if it satisfies cumulative conditions: the clause must be clearly communicated prior to payment, genuinely accepted on the basis of free consent (ridha), and the cancellation must originate solely from the tenant's own volition without any fault on the part of the landlord. Should any of these conditions remain unmet, the retention of the deposit contravenes the principles of justice, the doctrine of al-ridha, and the prohibition against unlawfully appropriating the property of others, as affirmed in Q.S. An-Nisa: 29. Accordingly, both consumer protection law and Islamic law affirm that the legal validity of a non-refundable deposit clause is not absolute, but is contingent upon transparency, the genuine consent of the parties, and the absence of negligence on the part of the service provider.

Keywords: *Non-Refundable Deposit Clause, Boarding House Rental, Consumer Protection Law, Islamic Law*