

Renting Public Facility Land in the Perspective of the Ijarah Agreement

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Abstract

This study examines the practice of ijarah contracts in the rental of public facility land in Paya Bujok Beuramo Village. Ideally, the ijarah contract in Islam requires clarity on the ownership and validity of the rental object. However, reality shows that some people rent land on the shoulder of the road which is a public facility owned by the government. This activity is carried out without an official permit and traders are subject to certain rental rates. This gap is the focus of research to assess the validity of ijarah contracts in practice. The research method used is field research with interview, observation, and documentation techniques, then analyzed in a qualitative descriptive manner with a fiqh muamalah approach. The results of the study show that the practice of leasing is carried out orally with different provisions between parties. The community acts as a tenant (mu'jir) and traders as tenants (musta'jir), while the object of rent is a public road. Based on the review of the ijarah contract, this practice is invalid because the rental object is a public facility that cannot be used as private property. Thus, the ijarah contract is sharia defective and does not meet the requirements for the validity of the transaction.

Keywords: Lease of Land, Lease of Land, Public Facilities.

Abstrak

Penelitian ini mengkaji praktik akad ijarah dalam penyewaan lahan fasilitas umum di Gampong Paya Bujok Beuramo. Secara ideal, akad ijarah dalam Islam menuntut kejelasan kepemilikan dan keabsahan objek sewa. Namun, realitas menunjukkan bahwa sebagian masyarakat menyewakan lahan di bahu jalan yang merupakan fasilitas umum milik pemerintah. Aktivitas ini dilakukan tanpa izin resmi dan pedagang dikenakan tarif sewa tertentu. Kesenjangan inilah yang menjadi fokus penelitian untuk menilai keabsahan akad ijarah dalam praktik tersebut. Metode penelitian yang digunakan adalah

penelitian lapangan (*field research*) dengan teknik wawancara, observasi, dan dokumentasi, kemudian dianalisis secara deskriptif kualitatif dengan pendekatan fiqh muamalah. Hasil penelitian menunjukkan bahwa praktik sewa dilakukan secara lisan dengan ketentuan yang berbeda antar pihak. Masyarakat bertindak sebagai pihak penyewa (*mu'jir*) dan pedagang sebagai penyewa (*musta'jir*), sedangkan objek sewa adalah jalan umum. Berdasarkan tinjauan akad ijarah, praktik ini tidak sah karena objek sewa merupakan fasilitas umum yang tidak dapat dijadikan milik pribadi. Dengan demikian, akad ijarah tersebut cacat secara syar'i dan tidak memenuhi syarat sahnya transaksi.

Kata Kunci: Akad Ijarah, Sewa Lahan, Fasilitas Umum.

Introduction

Islam regulates the relationship between man and Allah (*ḥablun min Allāh*) and the relationship between fellow human beings (*ḥablun min an-nās*) both of which are the foundation of human life as caliphs on earth. In the social context, humans always interact and have muamalah relationships, one of which is in the form of a contract related to property. Human tendencies towards wealth often cause disputes if they are not governed by the principles of justice and Islamic law. Therefore, the practice of muamalah is not only based on rational considerations, but must be based on the Qur'an and Hadith as the main guideline (Mufrih, A. N., Abdurrahman Dahlan, Ria Safitri, 2023).

In general, fiqh divides the law into two major domains: worship and muamalah. The law of worship regulates the vertical relationship between humans and Allah, such as prayer, fasting, and zakat. The law of muamalah regulates horizontal relationships between people, including contracts of sale and purchase, borrowing, grants, and rent-renting (*ijarah*). Among these various muamalah contracts, *ijarah* is one of the most widely used practices in meeting the needs of daily life. However, in practice, *ijarah* is also prone to abuse, especially if the rental object is not the legal property of the renting party (Imroatul Maulida, Muhammad Syarofi 2025).

The practice of the *ijarah* contract, which is a rent-lease scheme in the context of sharia, has become an integral part of economic interaction in Indonesian society. (Ahmad Syaichoni, 2020) Especially in urban areas, we can see the phenomenon of individuals building semi-permanent places of sale on the land of public facilities such as sidewalks. This creates challenges in the implementation of sharia principles in rent-renting. *Ijarah* in this context must take into account positive laws and local community customs, where the aspects of agreement and clarity in the contract are crucial. (Prabowo, 2023)

One of the phenomena that occurred in Paya Bujok Beuramo Village, West Langsa District, Langsa City, was the practice of renting land for public facilities in the form of road shoulders that should have the status of government property. In this practice, a number of local residents act as tenants (*mu'jir*), while traders act as tenants (*musta'jir*). The rent collected is used for the personal benefit of the residents, without official approval or permission from the authorities. In fact, one of the valid conditions for an *ijarah* contract is the existence of ownership rights or full authority over the rental object. If the contract is carried out by a party without ownership rights (*fudhulī*), then the transaction is considered invalid under Islamic

law (Shafi'i, Muhammad 2025).

Ideally, the practice of *ijarah* should meet the valid requirements of the contract, both in terms of harmony, object, and the party who makes the contract. However, the reality on the ground shows the abuse of public facilities as the object of *ijarah*. This gap between theory and practice is the focus of this research, which at the same time emphasizes the *novelty of the* research: namely the analysis of Islamic law on the practice of leasing public facilities that are still rarely studied in depth at the *gampong* level. Previous studies have generally focused more on *ijarah* in the context of private ownership or formal institutions, rather than in the case of the ownership of public facilities by individuals for personal purposes (Ikrar Hakiki, M. Alviano Dwi Naufal Sitompul, Harpan Harahap 2025).

The objectives of this study are to: (1) describe the practice of renting public facilities in Paya Bujok Beuramo Village, West Langsa District, Langsa City; and (2) analyze the practice based on *ijarah* contracts from the perspective of Islamic law. By using field research methods through interviews, observations, and documentation, this research is expected to make an academic contribution in enriching contemporary *fiqh muamalah* literature, as well as providing practical input for the community and local government in rearranging the use of public facilities according to the principles of justice and sharia law.

Literature Review

Studies on the practice of *ijarah* or lease-lease of land that are not privately owned have been widely carried out in various contexts. For example, research by Rizkhi Anas regarding the rental of buildings that are not his rights in Pasar Panjang, Bandar Lampung, shows that the practice is illegal according to Islamic law because the rented building is owned by the government and does not meet the legal requirements of the *ijarah* contract. The focus of this research is on buildings, while the research being conducted emphasizes on public facilities (Anas 2021).

Furthermore, Nadya Nilam Cahyani's research on land leasing in Benowo Village, Surabaya, highlights the factors that cause people to continue to make lease transactions on land that does not belong to them. The results show that the practice is carried out without the owner's valid permission, so the contract is defective. The similarity with this study is that both research non-private land, but the difference lies in the status of ownership: in Benowo, land objects are used by individuals, while this research focuses on public facilities that are legally owned by the government (Cahyani 2022).

Another research was conducted by Fahril Khalimi Adnan related to the rental of government land on the banks of the Babon River, Semarang. The study found that there is a practice of re-leasing irrigated land without official permits, even at high prices. Just like this study, the rental object is a government facility. The difference is that the land in the Babon River is used for production businesses, while in this study it is used for trading activities (Adnan 2020).

Meanwhile, Raudhatul Jannah researched the practice of renting land owned by PT. KAI in *Gampong Geuceu Iniem*. Although the contract is carried out formally with administrative procedures, the study concludes that the transaction remains invalid under Islamic law because it does not meet the requirements of *ijarah*. The similarity with this study is that the rental object is not

the legal property of the tenant, while the difference lies in the context: Jannah's research involves SOE assets, while this research focuses on village public land (Jannah 2021).

Another study by Siti Anisah regarding Perhutani's land lease rights transaction in Wonogiri found that the contract was carried out orally with a price agreement between the farmer and the buyer. Even though it is legal in terms of agreement, the object of the transaction is still considered invalid according to Islamic law because the land leased is owned by the state. The similarity with this study is in the aspect of government-owned rental objects, while the difference lies in the type of utilization: Perhutani land is used for agriculture, while this study highlights the use of public facility land for trading (Anisah 2022).

From the five studies, it can be seen that the majority of the focus of the study is on the leasing of state-owned assets or other parties that are not tenants' rights. However, *the novelty* of this research lies in the analysis of *ijarah* contracts on the practice of renting land for **public facilities in the form of village road shoulders**, which legally cannot be transferred into the object of transactions by individuals. Thus, this study makes a new contribution to the study of contemporary muamalah fiqh by highlighting specific cases of misuse of public facilities for personal gain.

Research Methodology

This research uses a **qualitative** method with a type of **empirical research (field research)**, which is research that focuses on field reality through direct observation, interviews, and documentation. The qualitative approach was chosen because it was able to explore a deep understanding of the practice of *ijarah* contracts on public facility land, especially in Gampong Paya Bujok Beuramo. This method is combined with a *grounded research* strategy, which is to build analysis and conclusions based on factual data found at the research site, not solely existing theories (Rusdin 2023).

The research data sources consist of **primary** and **secondary**. Primary data was obtained directly from the field through interviews with five respondents, namely tenants, rental unit managers, gampong devices, and representatives of the Disperindagkop. Secondary data comes from supporting literature such as the Qur'an, hadith, fiqh books, laws and regulations, and related scientific works, including Wahbah Az-Zuhaili *Fiqh Islam Wa Adillatuhu*, Amir Syarifuddin *Ushul Fiqh*, and Sohari Sahrani and Ru'fah Abdullah *Fiqh Muamalah (Rifa'i, 2023)*

The raw data obtained from the field is first classified and codified by theme. Furthermore, the data is analyzed using **deductive** techniques (drawing conclusions from general theories to field facts) and **inductive** (building an understanding from empirical data to general concepts). Through this process, field data that is still narrative is processed into structured findings, resulting in a systematic research draft that is ready for publication (Eureka, 2024).

Practice of Renting Public Facility Land in Gampong Paya Bujok Beuramo

The practice of *ijarah* (renting) contracts that occur in the community begins with the actions of some individuals who build a semi-permanent place of sale on public facility land, such as sidewalks or roadsides. (Choi, 2025) (Freemark, 2025) Although the land is actually the property of the state or an area intended for common interest, the privately built place is then considered as individual

property or use rights.

When the original owner no longer used the place to sell, it was not abandoned. Instead, it is rented out to other people who want to use it for business activities. This practice has also become a habit that is rooted in the community, until it is finally considered a common and legal thing, places built on public facilities are generally used as locations to sell various basic needs of the community. Among them are used to sell ready-to-eat food, fresh fish, vegetables, and other daily necessities. This buying and selling activity takes place every day and is part of the economic pulse of the local community, especially for small traders who depend on their income from daily businesses.

Over time, this practice of renting became a habit in the place until it arose from the request of a prospective trader who wanted to occupy the vacant place. After meeting the community, the prospective trader gets approval, but the community does not freely approve it. The community then imposed rental fees on prospective traders.

The community imposes a rental fee, so that traders can use their land and buildings to be used as stalls. Then the prospective trader agrees and there is an agreement between the two parties. After the incident, several communities around the market did so until the land rental activity became a habit.

The stages that are fulfilled so that prospective traders can occupy stalls in the area, namely first the traders must first meet the people who first occupy the land to ask for permission. After being given permission by the community, prospective traders must express their desire to the community that they want to sell at the stall. Then, the community will ask prospective traders about the type of merchandise. After that, the decision is entirely in the hands of the community, whether to allow or prohibit the prospective trader. If the community allows, then prospective traders are allowed to sell at the stalls. Then the prospective trader must be charged a rental fee. If prospective traders agree to the enactment of rental fees, then the community will charge the specified rate. Furthermore, if prospective traders and the community have agreed, then prospective traders can sell at their stalls in accordance with the agreement.

The rental fee varies from one party to another, depending on the term, the size of the stall, and the type of merchandise and trading location. In this practice, most traders rent within a monthly term, if the term is about to expire then the trader will ask for an extension of the lease term. Then the rental cost ranges from Rp. 200,000.00 to Rp. 300,000.00 per month. The influence of the amount of rental costs is due to the type of merchandise and the area of the trader's stalls.

The lease-lease contract in Islam is known as *ijarah*. An *ijarah* contract is an agreement to lease a good or service within a certain time followed by a reward. This means that in the *ijarah* contract, a tenant can benefit from the rented goods or services for a time specified by the lessee. After the specified rental time has expired, the goods or services must return to the lessee. Tenants may not use goods or services after the time has expired unless there is an agreement with the lessee.

The lease-lease contract (*ijarah*) that occurs in Paya Bujuk Beuramo Village, in terms of renting community stalls for traders is in accordance with the above definition. This can be proven by the existence of a lease agreement between traders and the community around the market. However, in practice, the author

found differences in the practice of ijarah contracts that occurred in Paya Bujok Beuramo Village and other places. The author found differences regarding the rental object. The rental object contained in the ijarah contract in Gampong Paya Bujok Beuramo is a public road.

A road is a land transportation infrastructure that includes all parts of the road, including complementary buildings and their equipment intended for traffic, which is on the ground level, above the ground level, below the ground and/or water level, and above the water level, except for railways, truck roads, and cable roads. While public roads are roads intended for public traffic (Law Number 38 of 2001).

As a result of the author's interview with one of the stall tenants in Gampong Paya Bujok Beuramo, it is known that the practice of renting stalls on public facilities has become a common habit in the community. The resource person explained that:

"The trader said that the stall he used was located on a public road and not private property. However, because it has long been used as a trading place, this practice is considered commonplace. He rented a semi-permanent stall from the previous owner at a cost of IDR 300,000 per month to sell in the morning at 06.30-12.00 WIB, while at night it was rented by someone else. The stalls that are already available in this wooden building are used to sell rice and ready-to-eat food, with a strategic location and crowded with buyers, so that the results are enough to meet household needs."

When asked about the possibility of having to move because the location is a public facility, he stated that he would object, because it was not easy to find a location that was as crowded. However, he also said that if there are official rules from the government, he is ready to follow, as long as he is provided with a solution or alternative suitable place to sell (Mariana 2025).

Another interview was conducted with a housewife who rented a stall on a public street corner in Gampong Paya Bujok Beuramo. He explained that

"A trader has been selling wet cakes and snacks for more than two years in a semi-permanent stall above a public facility. The stall was rented from the previous owner at a cost of IDR 200,000 per month to sell in the morning at 06.30-12.00 WIB. Even though it is aware that the location is in a public space, this practice of renting is considered normal because it has been going on for a long time without any objections from residents or officials." (Nurhanifah 2025).

According to the mother, every morning she sells various types of traditional cakes and snacks such as risol, lemper, and pastels, which are liked by school children and workers who pass by. He admitted that the merchandise was one of the main sources of his family's income. He feels grateful to be able to sell in that place because the location is strategic and easy to reach by buyers. When asked if he was willing to move if asked by the government or authorities because the place was not private land, he replied that he would not refuse, as long as a safe replacement location was provided and there were still plenty of buyers. He also hopes that the government can understand the economic conditions of small communities that are highly dependent on such stalls (Nurhanifah 2025).

Based on the results of interviews with two stall tenants in Gampong Paya Bujok Beuramo, it was found that the practice of renting stalls on public facilities

has become an inherent habit in people's lives. The two speakers rented a stall from a party who previously sold in the place, even though legally the land is public property and not a private right. These stalls are used to sell various needs of the community, such as fresh fish, ready-to-eat food, wet cakes, and snacks. The rental fee charged ranges from IDR 250,000 to IDR 300,000 per month, with a verbal agreement without a formal agreement. The merchants realized that the place was not privately owned, but still considered this practice to be natural because it had been around for a long time and supported their livelihood. They also expressed their willingness to move if there is a policy from the authorities, provided a viable solution is provided.

Based on the results of the interview, it is known that the party that manages or receives rent from these stalls has their own views regarding land ownership and use. According to the information submitted that:(Bulek 2024)

"For traders, the ownership of stalls is considered legal because they were built with private funds, even though they stand on government land. So far, there has been no firm action from the authorities, so the practice continues. The rejection only came from gampong officials such as Geuchik and some residents who felt disturbed".

Researchers have also interviewed Geuchik Gampong Paya Bujok Beuramo regarding the use of public facilities or road bodies as a place to sell, according to a statement from Geuchik (Zubaili 2024)

"The gampong apparatus once reprimanded the stall owner, but it did not succeed because the owner felt entitled to the place after building it with personal funds. The owner's attitude that is difficult to socialize makes the persuasive approach ineffective. Geuchik also felt helpless, even though he realized that there were other parties who were harmed by the unilateral actions of the stall owner."

Based on the results of interviews with the Langsa City Industry, Trade, Cooperatives and SMEs Office (Disperindagkop), information was obtained that: (Mahlil 2025)

"Until now, there has been no official permit related to the use of public facilities as a place to sell in Paya Bujok Beuramo Village. In fact, as a rule, this is not allowed without legitimate management from the authorities. The gampong government should apply for a permit and manage the area so that the rent collection can be redistributed for the benefit of the village, such as facility maintenance".

Regarding the solution to this phenomenon, the Disperindagkop explained that:

"Ideally, traders should be relocated to a legal place, but until now there has been no alternative policy or land from the government. The Disperindagkop cannot carry out forced evictions because traders are very dependent on daily income, so this problem must be handled with a wise and solution approach".

Review of the Ijarah Agreement on the Practice of Renting Land for Public Facilities

A Survey According to Property Rights in Islam

The practice of land lease that occurs in Paya Bujok Beuramo Village is closely related to the concept of ownership (*al-milkiyyah*) in Islamic law. Property rights are understood as the relationship between humans and property that gives

the exclusive right to use, manage, or perform *tasarruf* on the property in accordance with sharia. In this case, the object of rent is a village road which is actually included in the category of public facilities (*al-marafiq al-'ammah*) that cannot be used as private property. This is emphasized in Law Number 2 of 2022 concerning Roads, Article 9 paragraph (1), which states that public roads are grouped into national, provincial, regency, city, and village roads, with full control by the state. Thus, the practice of leasing public land by the community to traders is clearly contrary to the principle of ownership in Islam and positive law that applies in Indonesia (Salam, 2025).

In fiqh literature, scholars distinguish three categories of property: first, property that can be owned privately, such as a house or garden; second, property that cannot be owned by an individual at all, such as public roads, mosques, or bridges; third, property that can only be controlled based on the postulates of sharia, such as *waqf*. Therefore, the use of public roads as an object of rental by the local community violates the second category, because roads are public property whose use is intended for the entire community. This unclear ownership status is the root of the problem in the practice of renting in the *gampong* (Gojali, 2023).

The Qur'an emphasizes the prohibition of taking the rights of others without a valid basis. Allah said:

﴿يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ﴾

"O you who have believed, do not eat one another's property in a wrong way, except in the way of business that takes place willingly among you..." (QS. An-Nisā' [4]: 29) (Indonesian Ministry of Religion 2019).

This verse underlines that every form of transaction must be legal according to sharia'. Renting public land that is not privately owned clearly does not meet these requirements, so it is included in the category of *void*.

Thus, from the perspective of property rights in Islam and positive law, the practice of renting public facilities land in Gampong Paya Bujok Beuramo has no basis in validity. The status of the road as a public property (*al-marafiq al-'ammah*) makes any attempt to have personal control over it classified as a violation of sharia principles and laws and regulations. This problem also shows the weak public understanding of the concept of ownership in Islam, where the right to use and management of public facilities should only belong to the government for the common good (Ebrahimi, 2024). Therefore, the discussion of this practice needs to be continued on the aspect of *ijarah* contracts in particular, to see the extent to which the harmony and conditions of *ijarah* are fulfilled or even violated in the practice of renting.

Survey According to the *Ijarah* Agreement

In Islam, the original law of *muamalah* is permissible. The Prophet (peace and blessings of Allaah be upon him) said: "*The original law in all forms of muamalah is permissible unless there is evidence that prohibits it.*" (Az-Zarkasyi, 1992).

Renting (*ijarah*) includes a *muamalah* contract that is allowed because it provides great benefits, where a person can use a land or service without having to own it. However, the validity of *ijarah* is still tied to the fulfillment of the

harmony and conditions of the contract. In practice in Gampong Paya Bujok Beuramo, *ijarah* contracts are carried out orally between the community (as *mu'jir*/tenant) and traders (as *musta'jir*/tenants), with weekly or monthly regular rent payments. Outwardly, this contract fulfills the elements of *ijab-qabul*, the existence of *ujrah* (wages), and the existence of rental objects (Rahmaniar, 2025).

However, the problem point arises in the status of the rental object (*ma'jur*). According to the *ijarah* pillar, the object must be legally owned in full by the lessee. In this case, the object in the form of a public road includes public facilities that should not be used as individual property. Therefore, even though the contract is procedurally running, the contract is substantially legally defective (*fasid*) because it does not meet the legal requirements. In other words, this practice contains an element of injustice because it uses public assets for personal interests (Al-Faizin, 2024).

The implications of this practice concern not only aspects of Islamic law, but also the governance of public facilities. If left unchecked, this has the potential to cause social injustice and conflicts of interest in society. Previous research, as reviewed by Wahbah Az-Zuhaili in *Fiqh al-Islam wa Adillatuhu*, confirms that the *ijarah* contract on an object that is not legally owned is void, even if both parties are equally willing. Thus, the results of this study strengthen the existing literature, as well as make a real contribution to the importance of state supervision of the use of public facilities (Desiyanti, 2023).

A review of the practice of renting public facilities in Gampong Paya Bujok Beuramo shows that the *ijarah* contract that takes place is only outwardly valid, but not substantially valid because the rental object does not meet the ownership requirements in Islam. The basic principle of *ijarah* emphasizes that the benefits that are leased must come from something that is legally owned by the lessee. If the object of the contract does not meet these conditions, then the contract becomes *fasid* (damaged) or even *null* (invalid). In this context, the willingness of both parties alone is not enough to legitimize the transaction, because the sharia has provided clear limits regarding the ownership and use of public facilities (Zubir, 2023).

The case also contains a complex social dimension. On the one hand, small traders are very dependent on the existence of these stalls to meet their daily economic needs. However, on the other hand, the actions of some people who control public land and then rent it out to other parties actually cause social injustice. Public facilities that should be freely accessible to all citizens, have turned into a source of unilateral profit. As a result, there is a potential for horizontal conflict between traders, the surrounding community, and gampong officials who reject the practice.

From the perspective of *fiqh muamalah*, this condition shows the abuse of the *ijarah* contract that is not in line with the main purpose of Islamic sharia (*maqāṣid al-syarī'ah*), which is to protect property (*hifz al-māl*) and create common benefits. The unilateral use of public facilities without state permission is contrary to the principle of benefit and has the potential to cause *mafsadah* (damage), both legally, socially, and morally. Therefore, the solution offered is not enough to ban or reprimand, but must be accompanied by the provision of alternative business spaces that are legal, affordable, and in accordance with sharia (Firdaus, 2025).

This research emphasizes the importance of the state's role in supervising muamalah practices involving public assets. The state, in this case the local government and related agencies such as the Disperindagkop, has full authority to regulate, manage, and ensure the use of public facilities according to the rules. Neglect of illegal rental practices not only weakens the authority of the law, but also has the potential to harm society at large. Therefore, the government's involvement in providing clear regulations as well as concrete solutions for traders is very urgent to be realized.

Author's Analysis

The findings of the study indicate that the practice of renting stalls above public facilities in Paya Bujok Beuramo Village takes place without official permission from the local government. This condition raises legality problems, both from a positive legal perspective and Islamic law. From the state legal side, this practice is contrary to the rules regarding the governance of public space which require a use permit. Meanwhile, from the perspective of muamalah fiqh, the contract is classified as *ijarah fudhuli* which is invalid because it is carried out without ownership rights or authority from the authorities (*wali al-amr*).

This result is in line with the opinion of the majority of scholars that the *ijarah* contract is only valid if it is carried out by a party who has full authority over the rental object. Thus, transactions that take place between stall owners and tenants do not meet the valid requirements for contracts. However, if analyzed from a sociological point of view, this practice is not solely born from the violation of the law, but also from the limited role of the government in providing legal business space for small traders. This situation reinforces the findings of previous research that the economic activities of marginalized communities often depend on public spaces that do not administratively have a legal umbrella.

The broader implication of these findings is the need for a policy approach that is not only repressive, but also solutionive. Discipline without alternatives has the potential to cause social tensions. Therefore, the strategy of structuring traders needs to be directed at providing alternative locations, the formation of local regulations, and collaboration between the government, community leaders, and religious institutions. This effort is important to create a balance between the protection of public space and the economic sustainability of small people.

In addition, this phenomenon reveals the low public awareness of the principles of Islamic law in the muamalah contract. It is not only the responsibility of individuals, but also state institutions, educational institutions, and religious leaders to provide continuous education. Thus, the solution of the problem of renting public facilities is not enough from a legal-formal aspect, but must integrate legal, social, economic, and religious dimensions within the framework of *maqashid al-shari'ah* and the principle of public welfare.

Conclusion

The results of the study show that the practice of renting stalls in Gampong Paya Bujok Beuramo is carried out by some people with traders through oral contracts and without a clear legal basis. Rental objects in the form of village roads or public facilities are used as business spaces, although in Islamic law and positive law these objects should not be privatized. This makes the contract that takes place

included in the category of invalid *ijarah fudhuli*, because the leasing party does not have ownership rights or authority over the land. This practice shows that there is a gap between the economic needs of small communities and the applicable legal regulations.

However, this study has limitations in terms of data coverage and information collection methods that rely more on interviews and observations in one study location. These limitations may affect the generalization of the results, so these findings do not necessarily fully describe similar phenomena in other regions. Therefore, further research is recommended to expand the object of study by involving more locations, quantitative approaches, and multidisciplinary perspectives. Thus, the study of rent-rent practices in public facilities can provide a more comprehensive picture and enrich policy solutions based on social justice and sharia principles.

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