

Legal Study of Developer Responsibility for Bad Credit within the Framework of Law no. 1 of 2011

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Legal Study of Developer Responsibility for Bad Credit within the Framework of Law no. 1 of 2011

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Abstract : *The development of housing credit provided by the North Lampung Matrix Housing Developer sometimes gives rise to bad credit problems, where the realization of the credit provided does not reach the predetermined target. This can affect North Lampung Matrix Housing activities and impact developer accountability. What is the developer's responsibility for credit in accordance with Law Number 1 of 2011 concerning Housing and Settlement Areas in Matrix Housing in North Lampung? The research results show that the developer's responsibility for credit in accordance with Law Number 1 of 2011 concerning Housing and Settlement Areas at Matrix Housing in North Lampung includes the obligation to collect debtors who experience problematic credit who collaborate with the developer. North Lampung Matrix Housing Partners Bank, basically this obligation has not been specifically regulated in the banking law and still uses general rules such as the Banking Law, Civil Code and Law Number 40 of 2007 concerning Limited Liability Companies. The absence of special "lex specialis" regulations is a weakness in responsibility when bad credit occurs. All components of North Lampung Matrix Housing have juridical responsibility for all operational activities. Resolving problem loans at Matrix Housing in North Lampung can be done in two ways, namely litigation efforts through the courts and non-litigation efforts through preventive measures such as anticipating the emergence of bad credit, early warning and negotiation.*

Key words: Responsibility; Developer; Housing Loans

INTRODUCTION

In the last decade, rapid national housing development has become a motivation for North Lampung Matrix Housing Developers. By the end of the twentieth century, rapid property development had allowed residential development to move smoothly from one location to another, unimpeded by distance. Housing development can move from one region to another, even from one region to another. The rapid growth and progress in property development, especially housing, in Indonesia has brought significant changes in various aspects of human life, including the emergence of new forms of legal action related to property development. One of the property companies developing in this field is North Lampung Matrix Housing. The North Lampung Matrix Housing Concept in accordance with Law Number 1 of 2011 concerning Housing and Settlement Areas aims to:

- a. develop property development such as housing and the national economy to improve community welfare;
- b. increasing effectiveness and efficiency in public services;
- c. open the widest possible opportunities for every individual to develop thoughts and abilities in the property sector such as housing optimally and responsibly; And
- d. provide a sense of security, justice and legal certainty for users and organizers of national housing development.

Based on these concepts and objectives, it can be seen that the North Lampung Matrix Housing Developer, in accordance with Law Number 1 of 2011 concerning Housing and Settlement Areas, is trying to develop development and the national economy to improve community welfare and provide a valid legal basis and certainty for parties. - parties related to national housing development. The formulation of housing credit relationships generally begins with a negotiation process between the community and North Lampung Matrix Housing Developer, where the parties try to create an agreement through a bargaining process. So, housing credit relationships usually start from differences in interests which are attempted to be reconciled through contracts, so that these differences can be accommodated and bound by legal instruments. Contract law, which in English is called "contract of law" and in Dutch is called "overeenscomstrecht", regulates this. According to Salim H.S., contract law is a collection of legal rules that regulate legal relationships between two or more parties based on an agreement to give rise to legal consequences (Salim, 2009). North Lampung Matrix Housing Developer is a business actor who develops and fosters business through housing construction. North Lampung Matrix Housing Developer also earns income through housing loans, but faces an increasing risk of reducing the collectibility of the credit provided. The development of housing loans disbursed by the Bank every year often faces the problem of bad credit, with the realization of disbursed credit not always reaching the predetermined targets, and bad credit fluctuating every year. This affects the credit activities of the Bank and has an impact on the responsibility of the North Lampung Matrix Housing Developer in resolving problem loans.

Based on Law Number 1 of 2011 concerning Housing and Settlement Areas, the resolution of problem loans is regulated in Article 147 which states that disputes in the housing sector must first be pursued through deliberation to reach consensus. Apart from that, this provision is also explained in Article 148. Based on this background, the author is interested in conducting research with the title "Legal Study of Developer Responsibility for Bad Credit within the Framework of Law no. 1 of 2011".

METHOD

This research is library research using non-statistical analysis techniques that adopt a scientific interpretation approach and modern scientific methods. Data collection methods include the use of libraries or documents and interviews. In library data collection, information is obtained from sources such as primary, secondary and tertiary legal materials. The data collected, both primary and secondary, was processed using qualitative methods which involved processing ideas, reviews and expert views regarding Law Number 1 of 2011

concerning Housing and Settlement Areas. Data analysis was carried out using descriptive techniques to provide a clear and easy to understand picture, as well as content analysis techniques which focus on extracting meaning from existing data.

DISCUSSION

1. Credit and Guarantees in Banking Institutions

The detailed meaning of credit can be understood from the definition stated in Article 1 number 11 of Law Number 7 of 1992 which has been amended by Law Number 10 of 1998 concerning Banking. This definition describes credit as the provision of money or bills equivalent to money, carried out through a loan agreement between the bank and another party which requires the borrower to pay off the debt after a certain period with interest. Apart from that, explanations regarding credit are also contained in the provisions regarding the restructuring of problem loans in OJK Regulation Number 11/POJK/03/2015 and Financial Services Authority Regulation Number 43 /POJK.03/2017, which states that credit is the provision of money or bills equivalent to money. , carried out through a loan agreement between the bank and another party which requires the borrower to pay the debt after a certain period of time by paying interest (Ghofur Ansory, 2006).

2. Types of Credit Guarantee Agreements Applicable in the Banking Legal System in Indonesia

In the Indonesian banking legal system, there are various forms of binding credit guarantees, one of which is the binding of collateral with the imposition of mortgage rights which is regulated in Law Number 4 of 1996 concerning Mortgage Rights (UUHT). According to Article 24 paragraph (3) UUHT, the Power of Attorney to Charge Mortgage Rights (SKMHT) that existed when this law was promulgated can be used as SKMHT within six months of the enactment of the law, with reference to the provisions of Article 5 paragraph (5) UUHT. In the general explanation of the UUHT, the giver of mortgage rights must be present before the PPAT when granting mortgage rights, and if he cannot attend in person, he must appoint a proxy through SKMHT made by a Notary or PPAT.

3. Overview of the Legal Relationship between Banking Institutions and Customers in Credit Financing

The relationship between banks and society relies on two main aspects, namely law and trust. The success of a bank in carrying out its activities and developing its institutions depends on the level of public trust in investing funds in banking products. With this trust, banks are able to raise funds from the public and provide banking services. Customers have an important

role in the dynamics of banking services, because the continuity of banking activities is very dependent on customers' trust in their bank. The position of customers in relation to banking services can change depending on their role in the distribution and delivery of funds. As savers, depositors, or purchasers of financial instruments, customers act as bank creditors, while in the role of recipients of funds, they become debtors with the bank as creditor.

4. Customer Rights as Consumers of Housing Financing Credit through Banking Services

Due to the weak position of consumers, it is important to protect them through the law. One of the main functions of law is to provide protection to society. Based on research and expert views, it is proven that consumers generally have a weaker position compared to entrepreneurs, both in terms of economics, education, and ability to compete and bargain. The position of consumers, especially those who are not members of an organization, is not comparable to the position of entrepreneurs. Therefore, to maintain this balance, consumer protection is very necessary.

According to Article 4 of Law Number 8 of 1999 concerning Consumer Protection in Indonesia, customers as consumers have important rights, namely:

- 1) The right to comfort, security and safety.
- 2) The right to choose and obtain goods or services.
- 3) The right to information.
- 4) The right to express opinions and complaints.
- 5) The right to advocacy, protection and dispute resolution.
- 6) The right to guidance and education.
- 7) The right to be treated correctly, honestly and without discrimination.
- 8) The right to receive compensation, compensation or replacement in accordance with other applicable regulations.

5. General Overview of Housing Financing Credit Disputes Through Banking Services

The Financial Services Authority (OJK) has issued Financial Services Authority Regulation (POJK) Number 01/POJK.07/2014 concerning Alternative Dispute Resolution Institutions (LAPS) in the Financial Services Sector with the aim of building a reliable consumer protection system, increasing consumer emancipation, and increase awareness among Financial Services Institutions so as to increase public trust in the financial services sector. Consumer protection includes a series of policies and implementation of activities that include education, providing information, handling complaints, and assistance in resolving disputes for consumers in the financial services sector and the public who use financial services.

6. Developer's responsibility for credit according to Law Number 1 of 2011 concerning Housing and Settlement Areas in North Lampung Matrix Housing

According to Law Number 1 of 2011 concerning Housing and Settlement Areas, developers have responsibility for credit provided to debtors who experience payment problems. This collaboration was carried out with North Lampung Matrix Housing Partner Bank. However, current regulations do not specifically regulate this responsibility and still rely on general regulations such as the Banking Law, Civil Code, and Law Number 40 of 2007 concerning Limited Liability Companies. This lack of special regulations becomes a problem when bad credit occurs. Legal responsibility for the operational activities of North Lampung Matrix Housing, including at the leadership and managerial levels, is regulated in accordance with the respective duties and functions within the organization. Bank employees also have fiduciary responsibilities and professional duties in carrying out their duties in accordance with their roles and responsibilities.

7. Efforts to resolve problem loans at North Lampung Matrix Housing

Resolving the problem of non-performing loans at Matrix Housing in North Lampung can be done in two ways, namely by using the litigation route through the courts or the non-litigation route through preventive measures such as anticipating the possibility of bad credit, providing early warnings, and conducting negotiations. Obstacles that arise in handling bad credit due to debtor default include normative constraints that conflict with applicable law, internal constraints originating from problems within the North Lampung Matrix Housing agency, and external constraints originating from the debtor's side.

CONCLUSION

The developer's responsibility for bad credit according to Law Number 1 of 2011 concerning Housing and Settlement Areas at North Lampung Matrix Housing, namely having an obligation to collect debtors who experience problem credit in collaboration with the North Lampung Matrix Housing Partner Bank, this obligation has not been fulfilled in essence. regulate it specifically in the banking law and still use general rules such as the Banking Law, Civil Code and Law Number 40 of 2007 concerning Limited Liability Companies. The lack of special "lex specialist" regulations is a weakness in accountability in the event of bad credit. All components of North Lampung Matrix Housing have juridical responsibility for all operational activities. Efforts to resolve problem loans at North Lampung Matrix Housing can be taken in two ways, namely litigation efforts through the courts and non-litigation efforts

through preventive efforts, namely actions to anticipate the emergence of bad credit, early warnings, and negotiation efforts.

It is hoped that the North Lampung Matrix Housing developer will reconsider the evaluation of character aspects in credit analysis to ensure a smooth credit process from start to repayment according to the agreement of both parties. Apart from that, the interest rate given should not be too high so that debtors can pay their debts smoothly and reduce the risk of bad credit. Efforts to resolve problematic credit at Matrix Housing in North Lampung should reach a solution that benefits both parties, where the debtor can hand over the collateral to be auctioned if they cannot pay off the debt and interest in accordance with the credit agreement. However, if the debtor wants to maintain the collateral, it is necessary to pay the principal and interest installments according to the credit agreement, with the possibility of submitting an application for an interest reduction to reach a solution that benefits all parties in resolving problematic credit.

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