

Agreement in the agreement for the rejuvenation of flats between the National Housing Public Company (Perum Perumnas) and residents in Sukaramai flats

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ABSTRACT

This study discusses how the rights and obligations between Perum Perumnas and residents towards the rejuvenation process of Sukaramai Flats, how Perum Perumnas is responsible for the rejuvenation process of Sukaramai Flats and how the role of the Association of Residents of Flats Units (PPRS) in maintaining the balance of rights and obligations between residents and Perum Perumnas related to the rejuvenation process of Sukaramai Flats. This type of research uses normative juridical research that is descriptive analysis. The data used to answer the problems in this study are secondary data and primary data derived from literature and field research. The results of this study provide conclusions, rights and obligations between Perum Perumnas and residents, namely residents get equivalent replacement residential units, the obligation of residents to submit a letter of approval regarding the willingness to replace units to Perum Perumnas. Perum Perumnas' rights to improve the quality of flats and Perum Perumnas' obligation to ensure that residents get equivalent replacement residential units. Perum Perumnas' responsibility for the process of rejuvenating flats is to provide temporary occupancy costs, issue title certificates for new flats, and provide public facilities to residents. The role of PPRS in maintaining the balance of rights and obligations of the parties is to sign a letter of approval for the rejuvenation of the Sukaramai Flats. The advice that can be given from the results of this study is to reorganize the rights and obligations of the parties after the rejuvenation process of the Sukaramai Flats so that there is a continuity of rights and obligations during the rejuvenation process of the Sukaramai Flats and Perum Perumnas adds to the form of accountability and the role of PPRS is further enhanced to help residents both during the rejuvenation process of the Sukaramai Flats and after the rejuvenation process of the Sukaramai Flats.

Keywords : Agreement, Occupants, Flats, PPR

INTRODUCTION

In general, human beings understand the word agreement as an order between the two parties entering into a bond or cooperation contract accompanied by conditions or sanctions that must be met by the parties to the agreement. In essence the agreement made is in the common interest and generates profits of both parties. If one of the parties is dissatisfied or violates the terms of the agreement, then sanctions are imposed or the agreement is canceled. In Indonesian dictionary it is formulated that an agreement is "a written or oral consent made by two or more parties, each agreeing to abide by what is said in that agreement". The Legal Dictionary describes an agreement as "an agreement made by two or more parties, written or oral, each agreeing to abide by the content of the agreement that has been made together".

According to the provisions of Article 1313 of the Civil Code, the Agreement is defined as "an act by which one or more persons bind themselves to one or more other persons". The formulation mentioned in Article 1313 of the Civil Code reaffirms that an agreement results in a person binding himself to another person. This means that an agreement is born of obligations or achievements from one or more persons (parties) to one or more other persons (parties), who are entitled to the achievements. An agreement has at least two parties to each other's agreement, the agreement in the agreement is the embodiment of the will or more parties to the agreement regarding what they want to carry out, how to carry it out and who should carry it out. Basically,

before the parties come to an agreement on these matters, one or more of the parties to the agreement shall first convey a form of statement as to what the party wishes with all sorts of conditions that the parties may allow by law to agree upon.

The agreement in the agreement for the rejuvenation of the Sukaramai Flats was made by Perum Perumnas. The construction of flats is an alternative solution to the problem of the need for housing and settlement, especially in urban areas where the population continues to increase because the construction of flats can reduce land use, make open city spaces that are more spacious and can be used as a way to rejuvenate the city for slums. With the construction of flats, a piece of land can be optimally used to become a multi-storey residence that can accommodate as many people as possible. Through the construction of flats, optimization of vertical soil use to some degree will be more effective than optimization of horizontal land use. Sukaramai flats were built since 1984 by the National Housing Public Company (Perum) (Perumnas). The development resulted in fourteen four-story tower towers. During its thirty years of existence, the Sukaramai Flats suffered damage to the building so that it was no longer suitable for occupancy and the position of the building experienced a slope of 30 degrees so that Perum Perumnas rejuvenated the Sukaramai Flats with the redevelopment of the Sukaramai Flats which was carried out by demolition, arrangement and construction.

After signing a statement of approval for the construction or rejuvenation of the Sukaramai Flats, an agreement was made by Perum Perumnas to the residents regarding the rejuvenation process of the Sukaramai Flats. The content of the agreement is that the cost of demolition and rejuvenation of flats is not the responsibility of the occupants but the responsibility of Perum Perumnas, the old residents get a Temporary Occupancy Fee (BHS) for two years of Rp. 20,000,000 (twenty million rupiah) which is intended to rent a house during the rejuvenation process of the Sukaramai Flats, the old residents get a unit of the new Sukaramai Flats unit according to the old type of flats, old residents will re-enter the Sukaramai Flats after the completion of the rejuvenation process of the Sukaramai Flats construction.

As a result of the agreement, an agreement was born that regulates the rights and obligations of the parties as stated in the Deed of Agreement and the Statement of Delivery of Temporary Occupancy Costs. Before the residents get the Temporary Occupancy Fee, the residents must submit a certificate of ownership of the HBG (Building Use Rights) of the owner of the Sukaramai Flats unit and several other documents as a condition for obtaining the Temporary Occupancy Fee fund. The demolition and rejuvenation of Sukaramai Flats is the first time in Indonesia that Perum Perumnas has carried out with the developer, Sentraland Medan. Four twenty-story towers will be built with a total of 2,064 flats. Based on the agreement that the old residents will get new units of flats based on the type of their old flats. Then one tower will be built flats for old residents and three towers will be built flats to be traded to the community.

Based on the background description above, this research is important to study because to find out the rights and obligations of the parties related to the rejuvenation process of the Sukaramai Flats, whether the rights and obligations of the parties are limited to those written in the deed of agreement or there is an addition of new rights and obligations after the completion of the process of rejuvenating the flats and whether the rights and obligations of the parties are in accordance with as stipulated in the Law on Flats Year Number 20 In 2011 and the role of the Association of Flat Owners (PPRS) in maintaining the balance of rights and obligations of the parties so as to create comfort in the residential environment of flats.

LITERATURE REVIEW

Legal Protection Theory

Legal protection provided to legal subjects into the form of devices both preventive and repressive, both oral and written. In other words, it can be said that the protection of law as a separate picture of the function of the law itself, which has the concept that the law provides justice, order, certainty, expediency and peace. In this study, the theory of legal protection was used to provide protection of the rights of the parties, namely residents and Perum Perumnas against the rejuvenation process of the Sukaramai Flats.

Theory of Legal Effectiveness

The word effective comes from the English word which means to succeed or something that is done does well. Hans kelsen presents a definition of the effectiveness of the law. The effectiveness of the law is : "Whether people in fact do according to a way to avoid sanctions threatened by legal norms or not, and whether or not the sanctions are actually implemented when the conditions are met or not met." The theory of legal effectiveness was used in this study to determine the extent of Perum Perumnas' responsibility for the rejuvenation process of the Sukaramai Flats and the Role of the Association of Flat dwellers (PPRS) in maintaining the balance of rights and obligations of the parties related to the rejuvenation process of the Sukaramai Flats.

METHODS

The type of research used in this study is normative juridical research. Normative juridical research is research conducted based on the main legal material by examining theories, concepts, legal principles and laws and regulations related to this research. By using this normative juridical research, literature research will be carried out so that it is known how the agreement in the agreement on the rejuvenation of flats between Perum Perumnas and residents in Sukaramai Flats. Data collection techniques are carried out through library research activities, namely to obtain or search for conceptions, theories, principles and other thought results related to research problems and field research, namely by conducting interviews with informants.

The data collection tools used in this study were document studies and interview guidelines. The purpose of document study is to look for conceptions, theories, opinions and discoveries related to the problems studied in a study. The interview guidelines include a list of questions addressed to the informant. The informants in this study were employees of Perum Perumnas and Chairman of the Sukaramai Flats Owners Association (PPRS). The data obtained, selected and compiled systematically, then analyzed qualitatively to further draw conclusions using the method of drawing deductive conclusions, that is, a way of thinking that starts from general things to subsequently attract special things, using provisions based on general knowledge such as theories, postulates, or principles in the form of propositions to draw conclusions to facts of a nature specifically, in order to answer the problems that have been formulated in this study.

RESULTS AND DISCUSSION

Rights and Obligations Between Perum Perumnas and Residents towards the Rejuvenation Process of Sukaramai Flats

Rights and Obligations of Residents

Article 1 number 1 of Law Number 20 of 2011 concerning Flats states, Flats are "multi-storey buildings built in an environment that are divided into functionally structured parts, both in the horizontal and vertical directions and are units that can each be owned and used separately, especially for residential premises equipped with shared parts, common things, and land together". The foundation or principle of the construction of a flat consists of various kinds as contained in Article 2 of the Flats Law, namely:

- a. Welfare principles
- b. Principles of fairness and equity
- c. National principles
- d. The principle of efficiency and expediency
- e. The principle of affordability and convenience
- f. Principles of self-reliance and togetherness
- g. The principle of partnership
- h. The principle of harmony and balance
- i. The principle of integration
- j. Health principles
- k. Principles of sustainability and sustainability and
- l. Principles of safety, security, order, and order.

The objectives of the construction of flats according to Arie Hutagalung are:

- a. For the fulfillment of the need for decent housing in a healthy environment
- b. To create a harmonious, harmonious and balanced settlement
- c. To rejuvenate the slums
- d. To optimize urban land resources
- e. To encourage overcrowded settlements.

Residents' Rights to the Rejuvenation Process of Sukaramai Flats

Based on the contents of the Deed of Agreement and Statement of Delivery of Temporary Occupancy Costs (BHS), the rights of residents in the process of rejuvenation of Sukaramai Flats are:

- a. Get a replacement residential unit that is equivalent to the current residence.
- b. Get a Temporary Occupancy Fee (BHS) from Perum Perumnas for 2 (two) years of Rp. 20,000,000 (twenty million rupiah).

Residents' Obligations towards the Sukaramai Flats Labor Process

The obligations of residents to the rejuvenation process of Sukaramai Flats are:

- a. Submit a letter of approval regarding the willingness to replace the flats unit to Perum Perumnas.
- b. Submit files of ownership of the flats unit.
- c. Leave and vacate the residential unit of the flat no later than 14 (fourteen days) calendar after receiving payment for the Temporary Occupancy Fee.
- d. The occupier is willing to accept and execute all the contents of this agreement.

Rights and Obligations of Perum Perumnas

Perum Perumnas' Rights to the Rejuvenation Process of Sukaramai Flats

Based on the contents of the Deed of Agreement and Statement of Delivery of Temporary

Occupancy Costs (BHS), the rights of Perum Perumnas as a Developer in Sukaramai Flats, namely:

- a. Improving the quality of flats in Sukaramai location, Medan City.
- b. Received a letter of approval regarding the willingness to replace the Flats unit from the occupants.
- c. Receive files of ownership of units of flats from residents.

Perum Perumnas' Obligations towards the Rejuvenation Process of Sukaramai Flats

An obligation is "something that is fully done with responsibility". Based on the contents of the Deed of Agreement and Statement of Delivery of Temporary Occupancy Costs (BHS), the obligations of Perum Perumnas as a Developer in Sukaramai Flats, namely:

- a. Guarantee that residents get a replacement residential unit equivalent to the current residence, in accordance with the Building Permit (IMB) Number 648/876.K tanggal twenty-seven September duaribu sixteen (27-09-2016) which has been issued by the Medan City Government and the design stated in the Building Permit, without being burdened with any costs including the cost of connecting electricity, water, certificates, notarial baiaya and other taxes in accordance with applicable regulations.
- b. Providing Temporary Occupancy Costs (BHS) to the Second Party for two (2) years in the amount of Rp. 20,000,000 (twenty million rupiah).
- c. Rebuilding and providing replacement residential units with tiled flooring.

Transfer of Property Rights to Flats Unit

Property rights to units of flats for their owners can function as assets (wealth). Therefore, as an asset (wealth), the property rights to the Flats unit have economic value so that they can be assessed with money. If the property rights to the flats unit function as an asset (wealth) for the owner, then the property rights to the flat unit can be the object of transfer of rights. There are two forms of switching, namely switching and switching.

Regulation of Legal Relations Between Residents and Perum Perumnas towards the Rejuvenation Process of Sukaramai Flats

The legal relationship between the occupants and Perum Perumnas to the rejuvenation process of the Sukaramai Flats is regulated in the standard agreement, namely the Agreement and the Statement of Delivery of Temporary Occupancy Costs (BHS). At the beginning of the start of an agreement, an important principle to keep in mind is the principle of freedom of contract between parties who are evenly positioned in reaching an agreement. However, with regard to the growing aspects of the economy, today the parties are looking for a more practical format. One party prepares terms that have been standardized on a printed agreement format, in the form of a form to be given to the other party for approval (signed). This is what is meant by standard agreements or standard agreements.

The Role of the Association of Flat dwellers (PPRS) in maintaining the balance of rights and obligations between residents and perum perumnas related to the rejuvenation process of Sukaramai flats

1. Flats Organization

In the building of flats, there are individual rights and joint rights for the owners of flats.

The part that is an individual and separate right in the building of a flat is called a unit of flats, while a common right includes a common part, common objects and common land. The right born from the unit of flats is the property right of the unit of flats. The scope of property rights to units of flats is individual and separate property rights, including joint parts, common objects and common land which are the joint rights of all unit owners of flats.

2. Development Organizer (Developer)

A housing developer or developer is "an individual or company who works to develop a residential area into livable housing and has economic value so that it can be sold to the community". In this case, there are 2 (two) types of development actors, namely State-Owned Development Companies as regulated in PP Number 12 of 1988 concerning Public Companies (Perum) of National Housing Development and Private Developer Companies that are members of the Indonesian Real Estate organization (REI). According to Article 3 paragraph (1) of PP Number 12 of 1988 concerning Public Companies (Perum) for National Housing Development, a Company is "a business entity in the form of a Public Company that is given the task and authority to carry out the construction of public housing and environmental infrastructure in accordance with applicable laws and regulations".

3. Association of Flat dwellers (PPRS)

All residents of a flat environment are ultimately required to form PPRS. After the Temporary PPRS run the developer was officially disbanded. This association is a group of residents who own or inhabit flats in the residential environment of flats which will be in charge of taking care of common interests assisted by development organizers (developers).

Ministerial Regulation Number 15/Permen/M/2007 concerning the Procedure for the Establishment of the Association of Residents of Simple Owned Flats. In this ministerial regulation, it is stated that the Association of Flat dwellers, hereinafter referred to as PPRS, is an association of rusunami residents whose members consist of owners and/or residents of sarusun belonging. PPRS members are owners and/or residents who have a power of attorney to represent the owner in accordance with the provisions applicable to the Articles of Association and/or Bylaws of the PPRS concerned. PPRS members are owners and/or residents who have a power of attorney to represent the owner in accordance with the provisions applicable to the Articles of Association and/or Bylaws of the PPRS concerned.

4. Governing Body

After the PPRS management is formed, it is necessary to establish a flats management body for flats. This governing body may be formed by an association consisting of pprs appointees who are then given wages and costs whose value will be approved by the occupants through the PPRS General Meeting of Members.

There are two possibilities in the formation of a governing body, according to Arie S. Hutagalung, namely the first possibility is related to the residents' association while the second possibility is the existence of a third party who is a professional legal entity.

5. Occupants

What is meant by residents is "the owners of units of flats who later become members of PPRS. They are residents who have the right to vote in determining the management of

flats in a more organized manner.

Main Duties and Functions of the Association of Flat dwellers (PPRS)

Living together, which is in one building, residents by law are required to form a group of residents, as in Article 74 paragraph 1 of Law Number 20 of 2011 concerning Flats. A resident association is "an association whose members consist of residents, with the organizational structure, rights and obligations regulated in the articles of association and bylaws" and the purpose of its formation as contained in the explanation of Article 74 paragraph (1) of Law Number 20 of 2011. The residents' association was formed to ensure order, mutual cooperation and harmony, in accordance with the Indonesian personality in managing common parts, common objects and common land, as well as organizing and taking care of common interests.

The duties and authorities of the Residents' Association are as contained in the explanation of Article 74 paragraph (3) of Law Number 20 of 2011. The Society was founded with the intention of:

- a. Comply with the provisions of the law, in this case as referred to in Article 19 of Law Number 16 of 1985 jo Article 54 paragraph 1 of Government Regulation No. 4 of 1988 concerning Flats.
- b. Fulfilling the mandate of the residents as an implementation of Article 54 paragraph 1 of Government Regulation No. 4 of 1988 concerning Flats.

The purpose of the Penguni Association is to regulate and take care of the common interests among the residents of the flats by applying a balance between the interests of the residents and owners so that order and harmony of neighborly life can be achieved in using and managing, common parts, common objects and common land, in accordance with the provisions of the applicable laws and regulations, creating the lives of members who are aware of morality, harmonious, harmonious and balanced in flats and their environment, fostering the creation of mutual cooperation in a healthy, orderly and safe environment in the environment of flats, as well as organizing and fostering the interests of residents.

Principles of Balance of Rights and Obligations in the Rejuvenation Process of Sukaramai Flats

The principle of balance in this case is interpreted as the balancing of a strong creditor position so that the position of debtors and creditors becomes balanced. The creditor has the right to demand repayment of the performance through the debtor's wealth, but also bears the right to execute the agreement in good faith. The principle of balance is associated with the principle in the covenant, said to be born as a rejection of the principle of freedom of contract. The principle of freedom of contract is in fact said to be unjustified, as it is based on the assumption that the parties to the contract have a balanced bargaining position but in reality the parties are not always in a balanced bargaining position.

The characteristic of the principle of balance is:

1. Balancing the position of strong creditors so that the positions of debtors and creditors are balanced. The creditor has the right to demand repayment of the performance through the debtor's wealth, but also bears the burden of executing the agreement in good faith.
2. In this case there are rights and obligations so that both must be exercised unbiasedly or balanced.

The role of the Association of Flat dwellers (PPRS) in the process of rejuvenating flats in

Sukaramai Flats in maintaining the balance of rights and obligations between residents and Perum Perumnas in the context of rejuvenating Sukaramai Flats, namely:

1. Informing and inviting residents to attend the meeting on the rejuvenation process of the Sukaramai Flats. The Sukaramai Flats Residents Association (PPRS) notified the agenda of the meeting for the rejuvenation process of the Flats to the residents and invited the residents to join the meeting so that the residents knew the results of the meeting on the agenda of the rejuvenation process of the Sukaramai Flats.
2. Accept residents' suggestions on the rejuvenation process of Sukaramai Flats and submit residents' suggestions to the developer, namely Perum Perumnas for follow-up. PPRS in its role helps residents to express opinions, suggestions or input to developers, namely Perum Perumnas related to the process of rejuvenating flats in order to create a balance of rights and obligations between residents and Perum Perumnas both in terms of management costs or other costs incurred during the rejuvenation process of flats or after the rejuvenation process of flats.
3. Signed a letter of approval for the rejuvenation of the Sukaramai Flats. As the chairman of the Association of Flat dwellers (PPRS) who is also a resident of flats, PPRS also signed a letter of approval for the rejuvenation of Sukaramai Flats as residents and organizational bodies. Where the chairman of PPRS also has a residential unit in the Sukaramai Flats so as the Chairman of PPRS is also entitled to an equivalent replacement unit.
4. Oversee the process of providing temporary occupancy costs (BHS) to residents. Escorting the process of providing Temporary Occupancy Fees carried out by PPRS is the role of PPRS to ensure that every occupant gets their rights and so that the process of providing Occupancy Fees runs smoothly so that things do not happen that harm residents.
5. Helping residents to get one of their rights, namely the new certificate of the Flats unit which is a form of Perum Perumnas accountability to residents. PPRS in carrying out its role helps residents in terms of collecting requirements for the issuance of title certificates for new flats units, reminding residents if there are still conditions that are left and providing all collected requirements to the developer, namely Perum Perumnas.
6. Providing information to residents related to the rejuvenation process of Sukaramai Flats and information after the rejuvenation process of Sukaramai Flats so that residents know the development of the rejuvenation process of flats has reached which stage is carried out by the developer, namely Perum Perumnas. Including if there are obstacles in the rejuvenation process, PPRS must convey it to residents.
7. Reassuring residents that the Perum Perumnas program in the form of rejuvenation of Sukaramai Flats makes a healthy, orderly and safe environment, so that residents are comfortable living in new residential units. PPRS in terms of convincing residents to get a replacement unit must be in accordance with the contents of the agreement contained in the deed of Agreement and Temporary Occupancy Fee (BHS) that the replacement of the unit is a user right that will be granted by the developer, namely Perum Perumnas.
8. Informing the developer, namely Perum Perumnas, about the public facilities provided by the developer is inadequate and has not been running with its function so that a meeting agenda must be made to discuss public facilities and residents are also unable to use public facilities where public facilities are the rights of residents in the Flats.
9. Fostering and regulating the interests of residents so as to create a harmonious and balanced life. PPRS in carrying out its role is obliged to foster and regulate the interests of residents

in flats so as to create order, security among residents so that residents feel the active role of PPRS in helping residents related to interests in flats.

CONCLUSION

The conclusions in this study can be described as follows:

1. Rights and Obligations between residents and Perum Perumnas to the rejuvenation process of Sukaramai Flats, namely the right of residents to get replacement units and compensation costs. The obligation of residents to submit documents for residential units and vacate residential units. The right of Perum Perumnas improves the quality of housing, receives documents of residential units. Perum Perumnas' obligations provide compensation costs, build replacement units.
2. Perum Perumnas' responsibility for the process of rejuvenating sukaramai flats is: guaranteeing old residents to get new units in the process of rejuvenating sukaramai flats, providing compensation costs for 2 (two) years to residents, issuing title certificates for new flats units, providing public facilities to residents.
3. The role of the Association of Flat dwellers (PPRS) in maintaining the balance of rights and obligations between residents and Perum Perumnas related to the rejuvenation process of Sukaramai Flats, namely: signing a letter of agreement for the rejuvenation of Sukaramai Flats.

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