



## **Legal Protection for Group III State House Buyers in Flawed Ownership Transfer Agreements**

### **Perlindungan Hukum Bagi Pembeli Rumah Negara Golongan III dalam Perjanjian Pengalihan Kepemilikan yang Cacat**

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**Abstract:** This research addresses the urgent issue of legal uncertainty faced by buyers of Class III state-owned houses who enter into ownership transfer agreements that are procedurally flawed. Despite fulfilling their financial obligations, many buyers encounter administrative and legal challenges due to unclear regulations and improper transfer procedures. Using a normative legal research approach, this study applies statutory and conceptual methods to evaluate the legal status of such agreements and the extent of state responsibility in protecting buyers' rights. The findings indicate systemic weaknesses, including the absence of authentic deeds, lack of oversight by authorized officials, and inconsistencies in house classification and approval processes. These issues severely undermine the legal position of buyers and expose them to risks of dispute and asset loss. The study highlights the need for comprehensive legal reform to ensure both preventive protection—through clearer regulatory guidelines—and repressive protection—through access to judicial remedies. The novelty of this research lies in its focus on Class III state housing, a topic rarely examined in-depth in Indonesian legal scholarship. To strengthen legal certainty and uphold citizens' constitutional right to adequate housing, the study recommends revising existing regulations, institutionalizing oversight mechanisms, and improving public legal awareness.

**Keywords:** Class III Housing; Legal Protection; Lease-Purchase Agreement; Procedural Defect; State-Owned House.

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## **INTRODUCTION**

The need for housing is a basic right of every citizen guaranteed by the Indonesian constitution. In this context, housing is not only understood as a biological need, but also as a guarantee of the human right to live in dignity (Isnaini & Adnan, 2018, p. 2). Housing issues are becoming increasingly complex social issues, reflected in data from 2023 which shows that around 44.27% of households in Indonesia face housing problems, with more than 26 million

households living in uninhabitable homes (Aisyah Sekar Ayu maharani & Hilda B. Alexander, 2024). The state, through the mandate of Article 28H paragraph (1) of the 1945 Constitution and Article 51 of Law No. 1 Year 2011, is responsible for ensuring the provision of livable housing, especially for civil servants (PNS) who are part of the public service system (Akhmaddhian, 2023, p. 86).

Various previous studies have reviewed the mechanism of transferring rights to state houses, but there is still minimal discussion of the aspects of legal protection for buyers of class III state houses who face administrative or legally flawed status transfer procedures. Previous research by Prawatya Ido Nurhayati (2021) revealed that state house lease purchase agreements are often not set out in authentic deeds, but only through administrative documents from the settlement office, thus weakening the legal position of residents (Nurhayati, 2021, p. 37). 37). Meanwhile, Teddy Prayoga (2023) examined the reconstruction of legal protection for flat buyers in the context of flat ownership credit agreements (KPRS) and found that regulatory weaknesses both in structure, substance, and legal culture contribute greatly to consumer losses when developers default, including in terms of land status and development delays (Prayoga, 2023, p. 312). This research tries to fill the void by examining more deeply the aspects of legal protection and procedural loopholes that can threaten the legal certainty of buyers of class III state houses.

The urgency of this research is very high considering that misuse or procedural errors in changing the status of state houses can have a serious impact on legal ownership of land and buildings. In addition to harming individual buyers who have fulfilled administrative and financial obligations, this problem can also disrupt the orderly administration of state assets and open the door to abuse of authority in the management of public assets. Furthermore, disputes such as the one between Brawijaya University and the Indonesian Navy demonstrate the potential for conflict between state institutions and civilians, which in the long run could undermine the legal legitimacy of the state asset transfer system (Indonesia, Supreme Court, 2013).

Departing from this background, this research seeks to answer two main legal questions: (1) How is the legal interpretation of the classification of class III state houses that can be transferred to residents? and (2) How is the form of legal protection for buyers of class III state houses when the lease purchase agreement they make is defective in the state house status transfer procedure?

This research aims to systematically analyze and identify the legal interpretation of the classification of class III state houses, as well as formulate the ideal form of legal protection for buyers of state houses, in order to ensure legal certainty and justice in the practice of transferring rights to state houses through lease purchase agreements.

This research uses a normative legal research approach, which is a method that focuses on the study of positive legal norms that apply by examining legislation, doctrine, principles, and court decisions (Ali, 2021, p. 12). This research is relevant because the focus is on the vagueness of norms in the procedure for changing the status of class III state houses and the weak guarantee of legal protection for buyers who have signed a lease purchase agreement, but are constrained by administrative procedural defects. As stated by Soerjono Soekanto, normative juridical research is conducted by examining library research in the form of primary, secondary and tertiary legal materials that support the preparation of legal arguments systematically (Ahmad et al., 2024, p. 70).

The approaches used in this research include a statute approach and a conceptual approach. The statutory approach is used to analyze the applicable positive legal norms (Marzuki, 2017, p. 93). The statute approach is used to examine regulations related to state houses, including the Basic Agrarian Law, as well as regulations regarding the transfer of land rights. Meanwhile, the conceptual approach is utilized to dissect legal concepts on legal protection, legal certainty, and property rights status in the context of class III state houses.

The method of analysis in this research is descriptive normative analysis, which explains and interprets legal norms with the aim of revealing regulatory weaknesses and preparing constructive recommendations for improving the legal protection of buyers of class III state houses. Thus, this research is expected to be able to answer the legal vacuum that occurs and contribute to legal development that guarantees legal certainty and substantive justice.

## **RESULTS AND DISCUSSION**

### **Regulatory Problems and Ambiguity of Class III State House Classification**

The ambiguity in the classification of Class III state houses has become a major source of legal disputes in ownership transfers. Although these houses are intended to be transferred to civil servants under specific criteria. Unclear legal definitions and inconsistent administrative practices have resulted in widespread uncertainty. In many cases, buyers who have fully paid through lease-purchase schemes still face challenges in obtaining ownership due to unclear asset status and procedural irregularities.

Unclear legal definitions and inconsistent administrative practices have resulted in widespread uncertainty. In many cases, buyers who have fully paid through lease-purchase schemes still face challenges in obtaining ownership due to unclear asset status and procedural irregularities (Indonesia, Ministry of Finance, 2010). Consequently, implementation often relies on unwritten bureaucratic customs or unilateral decisions by administrative officers, rather than explicit legal mandates. The absence of such guidelines has triggered inconsistent interpretations among institutions, leading to conflicting administrative actions and undermining the legal position of residents—even those who have fulfilled all formal obligations.

The absence of detailed legal guidelines has also led to multiple interpretations in implementation in the field. For example, there are official houses that have been physically occupied for more than 20 years by retired employees, but the status of the house is still considered a state asset and the classification is unclear. This creates legal uncertainty for residents who have paid rent based on administrative procedures that are considered valid, but then face a lawsuit or cancellation of rights by agencies that feel the status transfer process is not legally valid. This kind of situation shows that the rule of law has not been fully realized in the governance of state houses.

One common example is the prolonged occupancy of state houses by retired employees for decades without legal clarity, only to later face lawsuits or revocation of rights. Such practices expose a deeper problem: the disconnect between legal norms and administrative behavior. From the perspective of administrative law, actions not based on legal certainty constitute maladministration and gradually erode public trust in state governance (Anggara, 2024, p. 113) (Siahaan, 2021, p. 49).

Therefore, reform is urgently needed to establish explicit, legally binding regulations that define classification standards, authority boundaries, and verification procedures. Clarifying these norms is not only essential for ensuring the legal certainty of buyers but also for strengthening institutional accountability and safeguarding public assets. Without regulatory coherence, the legitimacy of state asset management remains vulnerable to dispute, threatening both individual rights and the credibility of public administration (Massimo, 2021, p. 286).

### **Juridical Analysis of the Validity of State House Lease Purchase Agreement**

Lease purchase agreements, although not explicitly regulated as a form of named agreement, are still considered valid according to the principle of freedom of contract (Article 1338 of the Civil Code) if they fulfill the valid agreement requirements in Article 1320 of the

Civil Code: agreement, capability, clear object, and halal legal basis (causa) (Sugiastuti & Purnamasari, 2023, p.136). As long as the contents of the state house lease purchase agreement meet these four conditions, the agreement has the same legal force as other agreements (Nurhayati, 2021, p. 37). However, this force is not necessarily sufficient to guarantee validity if there are procedural defects in its implementation.

One of the procedural defects that often occurs is that it is not signed by an authorized official notary or PPAT but only through internal documents between agencies. This defect causes the deed to become an underhand deed that does not have executorial power and opens up opportunities to be set aside by the Land Office because it is considered less legally valid (Herlindah & Darmawan, 2022, p. 34). This is in line with other findings that the non-fulfillment of formal and material requirements in the deed can raise doubts about the authenticity of the deed and trigger disputes.

In addition, administrative procedures that include verification of house classification, BMN party approval, and lease purchase registration at the Land Office are often ignored. Article 1320 of the Civil Code states that the capacity of the parties and the object must be clear, both of which are closely related to the formal administrative process. If this administrative verification is not done, even though the victim has signed the contract and paid in full, the agreement can still be canceled by law on the grounds of formal negligence.

Thus, although the textual state house lease purchase agreement fulfills the legal elements of the agreement, its existence in the field is often constrained by procedures that are not in accordance with regulations. Formal defects such as the absence of an authentic deed and negligence of administrative procedures open up the risk of null and void and harm the buyer. Improvement efforts need to focus on integrating the presence of BMN officials and formal requirements at every stage of the preparation and implementation of the agreement, so that it is not only administratively complete, but also juridically guaranteed.

### **Legal Protection of Buyers: From Preventive to Repressive**

First, preventive legal protection serves to prevent losses before a dispute arises, which is relevant considering that buyers of class III state houses are often in a weak position when signing a lease purchase agreement. According to Satjipto Rahardjo, legal protection includes providing opportunities for parties to review and object to a decision plan or contract before it becomes binding, thereby preventing the occurrence of arbitrary actions and administrative arbitrariness (Prasetiyo & Djatmiko, 2022, p. 201). In the context of state houses, this means that before the implementation of the lease purchase, there must be clarification of the classification

of the house, explanation of procedures, and involvement of BMN notary / PPAT officials to ensure the formal validity of the agreement.

In addition to being preventive, legal protection is also repressive through law enforcement efforts after losses occur. Philipus M. Hadjon asserts that repressive protection includes settlement mechanisms through public or administrative courts, as well as sanctions for non-procedural actions (Purwito, 2023, p. 114). For buyers who lose money due to defective status transfer procedures, repressive avenues are open through a lawsuit to the Administrative Court or civil court, demanding cancellation, compensation, or recognition of the validity of the purchase lease.

However, in practice, buyers are in a vulnerable position both in terms of legal knowledge and access to settlement mechanisms. Many of them do not realize the importance of authentic deeds and complete administrative procedures. This points to the need for policy reform in the form of legal education for buyers and effective monitoring mechanisms so that every component of the procedure from classification to land registration can be ensured legality before the transfer of rights occurs (Hadiati, 2024, p. 38).

Referring to the theories of Satjipto Rahardjo and Philipus Hadjon, this research shows that a comprehensive form of legal protection must cover two sides: preventive to ensure clear and fair procedures, and repressive to provide restorative justice when procedural damage occurs. Reform is not just a matter of changing the rules, but also a matter of building a transparent legal culture involving public involvement, periodic procedural audits, and enforcement of consequences for violators so that the legal protection of buyers of class III state houses not only promises normative justice, but is also implemented in practice.

### **Developing an Ideal Legal Framework for the Protection of Buyers of Group III State Houses**

First of all, it is necessary to reconstruct regulations by simplifying and clarifying the norms governing classification, status transfer procedures, and the involvement of BMN officials in lease purchase contracts (Adhana, 2021, p. 261). A study on regulatory reform in Indonesia emphasizes that "ineffective regulations in large numbers will have a negative effect on the existence of state law" (Diani Sadiawati et al., 2019, p. 6). Therefore, regulations related to class III state houses should be compacted, containing clear technical requirements and verification mechanisms that must be passed before the agreement can be issued, thereby reducing multiple interpretations while increasing certainty. Therefore, regulations related to class III state houses should be compacted, contain clear technical requirements and verification

mechanisms that must be passed before an agreement can be issued, thereby reducing multiple interpretations while increasing legal certainty (Anggara, 2024, p. 97).

Furthermore, the governance of lease purchase agreements also needs to be changed by integrating good governance principles, such as transparency, accountability and public participation. A study of the governance of State Property (BMN) within the Ministry of Religious Affairs shows that aspects of supervision and integrity are still weak, with a score of 3.11 out of a scale of 5 (Lubis, 2023, p. 137). By incorporating audit mechanisms of routine procedures, the use of information technology (e.g. SIMAK BMN), and the involvement of independent third parties in the verification process, lease purchase governance can be improved so that the process is not only normative, but also scientifically proven and auditable.

Finally, legal reform is not enough only normative matters, the crucial thing is to change the culture of the bureaucracy (Zuhdi et al., 2025, p. 48). Many BMN analyses show that the internal control system is still not administratively orderly, legality tends to be ignored. To reverse this culture, it is necessary to conduct intensive training for management officials, strengthen administrative sanctions for violators, and evaluate performance based on clear indicators such as the Asset Management Index (IPA) (Iga Trisna Nurma Sari, 2024). The combination of clear regulations, governance with integrity, and a responsive bureaucratic culture will create a legal framework that is not only theoretically ideal, but also effective in practice in protecting the rights of buyers of class III state houses.

## CONCLUSION

This study reveals a critical legal issue: buyers of Class III state houses remain legally vulnerable due to flawed ownership transfer procedures that lack regulatory and administrative consistency. The core problem lies in the absence of clear legal norms governing the classification and transfer of rights, compounded by inconsistent practices among state agencies managing State Property (BMN). These legal and procedural gaps have directly weakened the legal standing of buyers, despite their compliance with financial and administrative obligations.

This research identifies a specific and underexplored regulatory loophole in the governance of lease-purchase agreements involving Class III state housing—namely, the reliance on informal administrative actions without legal enforceability. It further underscores the need to develop a comprehensive legal protection framework that includes preventive mechanisms (through normative clarity and procedural transparency) and repressive measures (through accessible legal remedies in cases of rights violations).

More than a call for normative reform, this study emphasizes the urgency of institutional restructuring that embeds good governance, legal accountability, and public legal literacy. Strengthening regulatory precision, ensuring inter-agency coordination, and reinforcing bureaucratic oversight are essential to safeguarding not only the legal certainty of individual buyers but also the legitimacy of state asset governance. Ultimately, effective protection of the right to adequate housing as enshrined in Article 28H paragraph (1) of the 1945 Constitution must be realized not merely as a formal guarantee but as a substantive, enforceable right in practice.



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