

ABSTRAK

Perjanjian sewa menyewa tanah sering dilakukan oleh masyarakat desa, sewa menyewa dirasa sangat penting termasuk didalamnya adalah sewa menyewa tanah kas desa. Dimana rakyat yang tidak memiliki kepemilikan atau hak atas suatu tanah dapat melakukan sewa untuk memenuhi kebutuhan serta mengolahnya. Sehingga dalam pelaksanaanya terkadang menimbulkan suatu permasalahan, dimana penyewa melakukan wanprestasi terhadap isi surat perjanjian sewa menyewa yang telah dibuat oleh pihak yang menyewakan. Sehingga pada akhirnya terjadi perselisihan antara kedua belah pihak. Berdasarkan uraian tersebut, penulis tertarik untuk melakukan penelitian yang berjudul “Tinjauan Yuridis Pelaksanaan sewa menyewa tanah kas desa (studi kasus di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal) Adapun perumusan masalah yang diteliti adalah bagaimanakah proses pelaksanaan perjanjian sewa menyewa tanah kas desa di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal, dan bagaimanakah cara penyelesaian apabila terjadi sengketa konflik sewa menyewa tanah di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal. Tujuan penelitian ini adalah untuk mengetahui proses pelaksanaan perjanjian sewa menyewa di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal, dan mengetahui bagaimana cara penyelesaian sengketa konflik apabila terjadi wanprestasi di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal. Metode penelitian yang digunakan adalah pendekatan yuridis sosiologis yaitu metode atau cara yang dipergunakan didalam penelitian hukum yang dilakukan secara langsung ke lapangan (wawancara). Kemudian hasil penelitian akan dianalisis secara deskriptif analisis dengan cara menggabungkan data hasil studi literatur/kepustakaan dan studi lapangan. Berdasarkan hasil penelitian dapat ditarik kesimpulan bahwa pertama, proses pelaksanaan perjanjian sewa menyewa tanah kas desa yang di lakukan di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal merupakan salah satu jenis perjanjian tertulis. Ada dua macam jenis praktek sewa menyewa tanah kas desa di Desa Wonotenggang Kecamatan Rowosari Kabupaten Kendal yaitu sewa tanah bengkok dan sewa tanah bondo deso. Perjanjian sewa menyewa tersebut sudah sesuai dengan Peraturan Bupati Kendal Nomor 46 Tahun 2016 Pasal 13 tentang pemanfaatan yaitu tentang jangka waktu persewaan tanah kas desa dan memuat persyaratan perjanjian sewa menyewa tanah kas desa, dan Pasal 1548 KUHP Perdata yaitu tentang sewa menyewa. Kedua, ketika penyewa melakukan wanprestasi, Perselisihan yang terjadi antara pihak dalam perjanjian sewa menyewa tanah kas desa diselesaikan dengan cara non litigasi atau musyawarah/mufakat. Disarankan kepada pemerintah agar memberikan pengawasan lebih terhadap perangkat desa dalam pengelolaan tanah kas desa. Kepada desa agar pengaturan tentang perjanjian sewa menyewa tanah kas desa diatur secara khusus dan jelas, agar apabila terjadi suatu permasalahan yang di alami tersebut dapat diselesaikan sesuai upaya hukum atau jalur penyelesaian masing-masing permasalahan.

Kata kunci : Tinjauan yuridis, Perjanjian, Sewa Menyewa Tanah Kas Desa

ABSTRACT

Land leasing agreements are often carried out by the village community, renting is considered very important, including the leasing of village cash. Where people who do not have ownership or rights to a land can rent to fulfill their needs and process them. So that in its implementation sometimes creates a problem, where the tenant defaults on the contents of the lease agreement that has been made by the party that rents out. So that in the end there was a dispute between the two parties. Based on this description, the author is interested in conducting a study entitled "Juridical Review The implementation of leasing land for village cash (case study in Wonotenggang Village, Rowosari District, Kendal Regency). As for the formulation of the problem under study is how the process of leasing the village cash in Wonotenggang District Rowosari Kendal Regency, and how is the solution in the case of a dispute over land leasing in Wonotenggang Village, Rowosari District, Kendal Regency. The purpose of this study was to find out the process of implementing a lease agreement in Wonotenggang Village, Rowosari District, Kendal Regency, and to know how to resolve conflict disputes in the event of default in Wonotenggang Village, Rowosari District, Kendal Regency. The research method used is a sociological juridical approach that is a method or method used in legal research conducted directly to the field (interview). Then the results of the study will be analyzed descriptively by combining data from the results of literature / literature studies and field studies. Based on the results of the study it can be concluded that first, the process of implementing a lease agreement for village cash in the village of Wonotenggang in Rowosari District, Kendal Regency is one type of written agreement. There are two types of leasing practices for village cash land in Wonotenggang Village, Rowosari District, Kendal Regency, namely rented land for rent and land for bondo deso. The leasing agreement is in accordance with Kendal Regent Regulation Number 46 of 2016 Article 13 concerning utilization, namely about the period of rental of village cash land and contains the requirements for leasing land for village cash, and Article 1548 of the Civil Code, namely leasing. Second, when the tenant defaults, disputes that occur between parties in the lease agreement of the village treasury are settled by means of non-litigation or deliberation / consensus. It is recommended to the government to provide more supervision of village officials in the management of village cash land. To the village so that the arrangement of the lease land agreement for the village treasury is regulated specifically and clearly, so that in the event of a problem that is experienced it can be resolved according to legal remedies or the path to solving each problem.

Keywords : Juridical review, agreement, rent to rent village cash land