



© 2022 Authors. This work is licensed under a Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0). All writings published in this journal are personal views of the authors and do not represent the views of this journal and the author's affiliated institutions.

VOLUME 3 ISSUE 2, July-December 2025

ISSN (Online): 3030-895X

**History of Article**

Submitted: November 2025

Revised: November 2025

Accepted: December 2025

# **A NORMATIVE REVIEW OF THE RESOLUTION OF BREACH OF CONTRACT IN HOUSE RENTAL AGREEMENTS BETWEEN LANDLORDS AND TENANTS IN THE CITY OF PANGKALPINANG**

Sekar Erlindah<sup>1</sup>

<sup>1</sup>Universitas Bangka Belitung

✉ [corresponding author email: Sekarerlindah99@gmail.com](mailto:Sekererlindah99@gmail.com)

## **ABSTRACT**

Like sales and purchases and agreements in general, leasing is a consensual agreement. In the implementation of lease agreements, there are sometimes cases of non-performance where the tenant and the lessor do not fulfill their obligations as agreed in the agreement. In everyday legal relationships, it is possible for a situation to arise where one party is unable to fulfill its obligations to the other party, thereby causing the other party to feel that their rights have been violated. The rental business is widespread in large cities, at least in areas surrounding offices and universities. This type of business is very promising considering the

high demand for housing. This journal discusses the settlement of default in house rental agreements between owners and tenants in the city of Pangkalpinang. The method used in this study is a normative method with data collection techniques through literature study and field study. With the increasing number of rental houses, it is necessary to make an agreement before accepting rent for both parties. In addition, in the event of a breach of contract, it is best to hold a meeting to find a solution that is mutually agreed upon by both parties.

**Keywords:** *fiduciary guarantee, contract, loss of object, risk principle, Indonesian civil law*

## INTRODUCTION

Like sales and other agreements in general, leasing is a consensual agreement. Where they mutually bind themselves to fulfill a certain obligation, a contract arises, which is a legal relationship between two or more people that entitles one party to something and obligates the other party to do or give something.

In the implementation of a lease agreement, there are sometimes cases where the lessee and the lessor do not fulfill their obligations as agreed in the agreement. Failure to fulfill these obligations may be due to negligence or intent or due to an event that occurs beyond the control of each party, which is called default.

In relation to this, the elements listed in the lease as regulated in Article 1548 of the Civil Code are the existence of a consensus between the two parties, the existence of a lease object, namely movable or immovable property, the obligation of the lessor to provide the lessee with the enjoyment of an object, and so on, as well as the obligation of the lessee to pay the lessor.<sup>1</sup>

In everyday legal relationships, it is possible that a situation may arise in which one party is unable to fulfill an obligation to the other party, thereby causing the other party to feel that their rights have been infringed upon. Certain conditions may also arise without any reason for a person's rights to be infringed upon by the actions of another person. To protect rights and fulfill obligations as stipulated in substantive civil law, every person is restricted by law from acting arbitrarily in a manner that could infringe upon the rights of others.

In everyday life, problems often arise in rental agreements. Many tenants, or those who rent a house, feel that they are not free to use the facilities provided by

---

<sup>1</sup> Lusi Hermina, "Legal Analysis of Forms of Payment Settlement in the Event of Default in Boarding House Rental Agreements," (Beraja Niti, 10 (2013)), Page 3-4

the boarding house manager and feel that their rights have been infringed upon due to the negligence of the boarding house manager. The boarding house business is now widespread everywhere. This is especially true in cities with many universities, where boarding houses are often located near campuses. The boarding house business is very promising if done diligently. Many students and employees come from outside the area and need a place to live. Rather than commuting from their homes, which may be quite far away, they choose boarding houses as a place to sleep and make it easier for them to get to their place of study or work.

This factor has led to an increase in the number of rental homes, as this business can be run simply by utilizing rooms in the house that are no longer used or unoccupied. In addition to a steady monthly income, as a long-term business, boarding house owners enjoy the benefits of rising land values, which may increase every year. Managing a boarding house is also not that complicated. Usually, boarding house owners hire people to look after the property, and some even leave it unattended, only conducting checks at certain times, so that the tenants manage the property themselves, such as arranging electricity payments and so on.<sup>2</sup>

It is generally known that most users of rental houses are people who come from outside the Pangkalpinang area who sometimes do not have relatives or family connections, forcing them to rent a house or people who do not yet have a private home/place to live. Rental agreements for rented houses are generally made verbally (by agreement), meaning that the rental agreement for the rented room is made in writing between the owner of the rented house and the person renting the room. Such an agreement creates a legal relationship, which gives rise to reciprocal rights and obligations for each party. If the agreement is not fulfilled, it will result in legal consequences.

In boarding house rental agreements, it is still common to find boarding house managers who do not fulfill their obligations to tenants, such as providing inadequate public facilities, including poorly maintained public bathrooms and parking spaces that are exposed to sunlight during the day and have no shelter during rain, causing discomfort to tenants due to the lack of response from the boarding house owner. Tenants of rented houses often choose to move out even though their tenancy period has not ended. Although not regulated in verbal or written agreements, these facilities are an integral part of the daily needs of tenants and it has become common practice for them to be facilitated and taken care of by the rental house manager.

---

<sup>2</sup> Lingga Irawan, "*The Promising Business Environment of Boarding Houses*" (Beraja Niti, 2012), Page 1-2

This study aims to determine the implementation of the resolution of breach of contract cases in rental agreements between landlords and tenants in the city of Pangkalpinang and to identify the legal consequences of breach of contract in rental agreements.

## METHOD

Based on the brief description above, the research methods used to complete this thesis are:

### 1. Type and Approach

The type of research used by the author is normative or literature-based research. Normative research is research that places law as a system of norms, namely the system of norms established by, concerning the principles, norms, and rules of legislation, court decisions, agreements, and doctrines (teachings).<sup>3</sup>

### 2. Data Collection Techniques

In an effort to collect the data needed in this research, two types of data collection methods will be used, namely literature study and field study, namely<sup>4</sup> :

#### a. Library Research

Literature studies are conducted with the aim of obtaining secondary data, namely through a series of activities such as reading, quoting, taking notes from law books, reviewing legislation related to the issue, and conducting documentation studies, namely analyzing legislation related to aspects of public order.

#### b. Field Research

Field studies are conducted to obtain primary data. This study is obtained through direct research in the field. The methods used to obtain this data are as follows:

- 1) Observation, which involves going directly to the field to make observations in order to obtain the required data, both primary and secondary.
- 2) Interviews, which involve collecting data in the form of questions and answers conducted directly by respondents.

---

<sup>3</sup> Mukti Fajar and Yulianto Achmad, *Dualism in Normative and Empirical Legal Research*, 4th Edition, (Jakarta: Pustaka Pelajar, 2017), Page 33

<sup>4</sup> Mukti Fajar and Yulianto Achmad, *Op.Cit*, Page 41

Interviews will be conducted in a guided manner, with the material to be discussed related to the research problem.

## RESULT & DISCUSSION

### A. Implementation of the Settlement of Breach of Contract Cases in Rental Agreements Between Owners and Tenants in the City of Pangkalpinang

Economic development has spurred migration from rural areas to cities to work and study in the Pangkalpinang area. The community has many interests, all of which are to meet their daily needs, which can be achieved through agreements. Basically, agreements originate from differences in the interests of the parties, and the formulation of contractual relationships generally begins with negotiations between the parties. Through these negotiations, an agreement is reached that is framed by legal instruments, thereby binding the parties to legal certainty and justice.

In order for contractual relationships to run smoothly, the position of legal principles in all legal systems must be taken into account, which regulate the legal norm system. Legal principles serve as a foundation that provides direction, purpose, and fundamental assessment, containing values and ethical demands.<sup>5</sup> There are several elements of an agreement, including:<sup>6</sup>

- a. The parties, the parties (subjects) involved in the agreement, in the form of individuals or legal entities. The requirement to be a subject is to be capable and authorized to perform legal acts.
- b. The nature of the agreement, the existence of a permanent agreement between the parties
- c. The purpose of the agreement is to fulfill the needs of the parties, which are not contrary to public order and morality.
- d. Performance, which is an obligation that must be fulfilled by the parties in accordance with the terms of the agreement.
- e. Form of the agreement, the agreement is made verbally, unless the parties wish for it to be made in writing
- f. The terms of the agreement, which essentially constitute the content of the agreement so that the rights and obligations of the parties are known.

<sup>5</sup> Satjipto Raharjo, *Legal Science*, (Bandung: Citra Aditya Bakti, 2003), Page 45.

<sup>6</sup> Titik Triwulan, *Civil Law in the National Legal System*, (Jakarta: Kencana, 2010), Page 223

A rental agreement can be made in writing or verbally. However, the party renting out the property has the most influence in determining the substance of the agreement, putting the tenant in a weaker position.<sup>7</sup> Thus, all statements made by the party renting out the property are simply approved. Based on the results of the study, the procedure for a boarding house rental agreement, which is usually carried out by the community, especially students in the city of Pangkalpinang, involves prior negotiations between the tenant and the boarding house owner to reach an agreement on whether the tenant will rent the boarding house or not.

Based on the research, the implementation of agreements concerning payment and the handover of goods is usually carried out by the boarding house owners and tenants. The handover of goods is usually carried out when the tenant agrees to the boarding house rental price and the facilities must be in good condition in accordance with the agreement that has been agreed upon since the beginning of the agreement. Where payment is usually made in advance, the boarding house rental payment is usually paid half of the agreed price and will be paid off when the tenant occupies the agreed boarding house room.

A breach of contract may occur if one party fails to fulfill their obligations. According to Article 1234 of the Civil Code, the obligations under a contract consist of<sup>8</sup> :

1. Giving Something
2. Doing Something
3. Refraining from doing something

Therefore, the obstacles in an agreement marked by a breach of contract are as follows:<sup>9</sup>

1. Failure to fulfill an obligation
2. Incomplete fulfillment of obligations
3. Delayed fulfillment of obligations

An obstacle in the implementation of a boarding house rental agreement between the owner and the tenant in the city of Pangkalpinang is that the tenant is late in paying rent with the excuse that according to Article 1553, in a rental agreement, the risk regarding the rented property is borne by the owner of the property, namely the party renting it out. The risk in a lease agreement is the obligation to bear the losses caused by an event that occurs outside the fault of

<sup>7</sup> Muh. Idil Akbar, "Breach of Contract in House Rental: Legal Resolution?" (<https://kumparan.com/ragam-info/15-contoh-footnote-dari-internet-dan-susunannya-21QYdqH5qp/1>) accessed on September 23, 2025

<sup>8</sup> Civil Code

<sup>9</sup> Ahmad Fauzan, Legal Consequences of House Lease Agreements After the Issuance of Court Decision No. 815/K/PDT/2013, DINAMIKA, Volume 29 Number 2 July 2023

either party receiving the goods that are the object of an agreement. Risk is a consequence of a *force majeure* situation, while compensation is a consequence of non-performance.

The termination of a rental agreement is basically in accordance with the termination of an agreement in general as regulated in Article 1381 of the Civil Code. Specifically, a rental agreement can be terminated for two reasons, namely:<sup>10</sup>

a. The lease period ends

The termination of a lease that is not extended causes the lease agreement to terminate by operation of law, without the need for a court decision. Article 1570 of the Civil Code states that if this lease agreement terminates by operation of law, no termination is required for that purpose. Meanwhile, according to Article 1571 of the Civil Code, if the lease agreement is made verbally, the lease does not end at the specified time, but when the other party intends to terminate the lease, taking into account the grace period required according to local customs<sup>11</sup>

b. Fulfillment of certain conditions in a lease agreement

A lease agreement can generally include conditions for cancellation or suspension of the agreement if a certain agreed condition is met. Article 1575 of the Civil Code stipulates that a lease agreement does not end due to the death of one of the parties, whether the lessee or the lessor. All obligations and rights are transferred to their heirs. In addition, a lease agreement cannot be terminated if the leased property changes ownership through sale and purchase, unless this has been specified in the agreement.

Default is a situation where one of the parties to the agreement does not fulfill their obligations as agreed in the lease contract, for example, the tenant does not pay rent on time, damages the property, or violates other provisions in the lease agreement<sup>12</sup>To resolve a case of default in a rental agreement for a rented house in the city of Pangkalpinang, the owner of the house must first issue a summons or warning to the tenant in default as a first step to enforce the tenant's obligations This summons is an official notification for the tenant to immediately fulfill their obligations, such as paying rent or repairing any damage that has occurred.

<sup>10</sup> Kartika Law Firm, Written and Oral Lease Agreements, <https://kartikanews.com/perjanjian-sewa-menyewa-secara-tertulis-dan-lisan/>, accessed on September 23, 2025 at 15:50 WIB

<sup>11</sup> Wirjono Prodjodikoro, Principles of Civil Law (Bandung: Sumur), 1992, Page 60

<sup>12</sup> Jamdatun, "Breach of Contract in Lease Agreements," <https://halojpn.kejaksaan.go.id/publik/d/permohonan/2023-cba0>, accessed on September 23, 2025, at 2:50 p.m. WIB

If the summons is ignored, the parties can attempt an amicable settlement through negotiation and mediation. In this process, the landlord and tenant try to reach a mutual agreement, such as compensation or payment of damages. This method is preferred so that the dispute does not proceed to court and a solution is reached based on good faith and deliberation.<sup>13</sup>

If the tenant still fails to fulfill their obligations after being given a formal notice and peaceful efforts fail, the owner can file a breach of contract lawsuit at the District Court in the area where the house is located. This lawsuit is based on Articles 1243 and 1267 of the Civil Code (KUHPerdara) which regulate compensation for breach of contract.

## **B. Legal Consequences of Breach of Contract in a Lease Agreement**

The legal consequences of breach of contract in a lease agreement are essentially that the aggrieved party has the right to demand fulfillment of the agreement, request compensation for losses, or even demand cancellation of the agreement.<sup>14</sup> In a lease agreement, both parties have rights and obligations that must be fully carried out. Default occurs if one party does not fulfill their obligations on time, does not do what was promised, or does something that violates the contents of the agreement.<sup>15</sup>

In addition, breach of contract can take the form of not doing what was promised, not acting in accordance with the agreement, being late in performing, or doing something that is prohibited by the agreement. If this breach of contract occurs, the aggrieved party can request compensation and cancellation of the contract if fulfillment of the contract is no longer possible. Dispute resolution can be pursued through a lawsuit in court or non-litigation efforts.<sup>16</sup>

According to Article 1553, in a lease agreement, the risk regarding the leased property is borne by the owner of the property, i.e., the lessor. Regarding the meaning of "risk" in the general part of Contract Law as regulated in Book III of the Civil Code, the definition of risk is the obligation to bear losses caused by an

---

<sup>13</sup> Masayu Robianti & Sri Nazariyah, *"Resolution of Breach of Contract in a House Lease Agreement Between Consumers and"*

<sup>14</sup> Monicke Cyntiara, *"Legal Consequences of Breach of Contract in Rental Agreements,"* Wajah Hukum, Vol. 7 (1), April 2023, Page 66–72

<sup>15</sup> Bernadetha Aurelia Oktavira, *"The Law on Delayed Payment of House Rent,"* <https://www.hukumonline.com/klinik/a/menunggak-bayar-sewa-rumah-lt5e60d999ede0b/>, accessed on September 23, 2025, at 5:31 p.m. WIB

<sup>16</sup> Manda Afyan Nugraha, *"Legal Consequences of Breach of Contract in Building Lease Agreements Between Merchants and the Department of Industry and Trade (A Study in West Lombok Regency),"* Scientific Journal, 2021

event that occurs outside the fault of either party, which befalls the goods that are the subject of the agreement.<sup>17</sup>

The regulations regarding risk in leasing are not as clearly explained in Article 1553 as the regulations regarding risk in buying and selling are in Article 1460, which clearly uses the word "tanggung" (*liability*), which means risk. The regulations regarding risk in leasing must be inferred from Article 1553 by drawing the conclusion that<sup>18</sup> (the lessor bears the risk of loss or damage to the leased property). This article states that if the leased goods are destroyed due to an event that occurs outside the fault of either party, the lease agreement is null and void by law. From the phrase "*null and void by law*," we conclude that neither party can claim anything from the other party, which means that the loss resulting from the destruction of the leased goods is borne entirely by the lessor. This is indeed an appropriate risk regulation, because in principle, every owner of goods is obliged to bear all risks related to their property.

In the provisions regarding sale and purchase that do not terminate the lease, it is stated that the sale of goods leased in a previously made lease is not terminated, unless it has been agreed upon at the time of leasing the goods (Article 1576).<sup>19</sup> With this provision, the law intends to protect the lessee from the new owner if the leased goods are transferred to another party. Bearing in mind the intent of the law, the word "sold" in Article 1576 is commonly interpreted analogously (broadly) to not be limited to buying and selling, but also to include other transfers of ownership, such as: exchange, donation, inheritance, and others. In short, the word "sold" in Article 1576 is interpreted very broadly to mean "transferred ownership".

Conversely, the words "lease" or "rental" in that article are commonly interpreted narrowly or restrictively, meaning that the only rights not affected by the sale and purchase and that must be respected by the new owner are the lease rights. This is because it is possible that the lease agreement contains specific promises for the benefit of the lessee (in addition to the leasehold rights), for example: the lessee is promised that after ten years of leasing, he is allowed to purchase the leased goods at a low price specified in the agreement. Such a promise, which gives the lessee an "option right," does not apply to the new owner. Similarly, if the lease agreement is accompanied by a guarantee agreement (*borgtocht, guaranty*), whereby a third party guarantees the payment of rent to the

---

<sup>17</sup> *Ibid*, Page 44

<sup>18</sup> Linda Natalia, "Legal Consequences of Breach of Contract for Failure to Comply with Force Majeure Clauses in Shop Lease Agreements (Study of Decision Number: 186/Pdt G/2018/PN-Lbp), Notary Journal, Vol. 2 No. 1, January-June 2023

<sup>19</sup> Angeline & Ariawan Gunadi, Analysis of the Legal Consequences of Default in Land and Building Lease Agreements, Syntax Literate: Indonesian Scientific Journal, Vol. 8, No. 6, June 2022

owner, this guarantee agreement is considered void if the leased property is sold to another person. This opinion is correct because the *guarantor* has agreed to the guarantee to the previous owner and not to anyone else. Thus, the word "lease" in Article 1576 is interpreted narrowly or restrictively.

The action that can be taken against default by the owner is to file a lawsuit on the basis of default. However, before doing so, the owner must first issue a summons to the tenant. The summons is issued as a warning that the tenant has failed to fulfill their obligation to pay rent and to remind them to fulfill their obligation. If, after the formal notice has been given, the Tenant still fails to fulfill their obligations, the Owner can file a lawsuit at the District Court whose jurisdiction covers the location of the Rental House. According to Article 1267 of the Civil Code, there are several things that the Owner can sue/demand from the party in default, namely<sup>20</sup> :

- a. Fulfillment of the Agreement, meaning that the Owner can demand that the Tenant pay their debt to the Owner and return the house to the Owner.
- b. Fulfillment of the Agreement with Compensation.
- c. Compensation. Compensation consists of three elements, namely: costs, losses, and interest. Costs are all expenses that have actually been incurred by one party. Losses are losses due to damage to the creditor's property caused by the debtor's negligence. Interest is a loss in the form of lost profits that have been anticipated or calculated by the creditor.
- d. Termination of the Agreement. Upon termination of the agreement, both parties return to their original state prior to the agreement. If one party has received something from the other party, whether it be money or goods, it must be returned;
- e. Cancellation of the Agreement with compensation for damages.

## CONCLUSION

The settlement of a breach of contract case usually begins with a summons or warning to the tenant in breach to fulfill their obligations. If the summons is ignored, the owner can file a lawsuit with the District Court in accordance with the location of the rented house. The lawsuit may include demands for fulfillment of obligations, compensation, or eviction.

---

<sup>20</sup> Mahalia Nola Pohan & Sri Hidayani, *Legal Aspects of Breach of Contract in Lease Agreements According to the Civil Code*, Vol. 1 No. 1 June 2020

In addition to formal legal channels, amicable settlements, mediation, or negotiations are also often conducted between landlords and tenants to reach an amicable agreement that promotes good faith. Usually, it is recommended that a dispute resolution clause be included in the lease agreement so that both parties have a clear reference.

In general, the settlement of breaches of contract in the city of Pangkalpinang emphasizes a combination of legal channels and deliberation to avoid lengthy litigation, while upholding the rights and obligations of the parties in accordance with the agreed lease agreement. Peaceful methods are often chosen to maintain good relations and efficiency in resolving cases of breach of contract.

## REFERENCES

### Books

- Amiruddin, Zainal Asikin, *Introduction to Legal Research Methods*, Raja Grafindo, 2009
- Ahmadi Miru and Sakka Pati, *Contract Law: Explanation of Article Meanings*, Jakarta: Kencana, 2004
- Agus Yudha Hernoko. *Contract Law: The Principle of Proportionality in Commercial Contracts*. Jakarta: Kencana, 2010
- Bambang Waluyo, *Legal Research Methods*, PT. Ghalia Indonesia, Semarang. 1997
- Abdulkadir Muhammad, 1990, *Contract Law*, 2nd edition, PT Citra Adiya Bakti, Bandung.
- Bambang Waluyo, 1997, *Legal Research Methods*, PT. Ghalia Indonesia, Semarang.
- Donald Albert Rumokoy and Frans Maramis, 2014, *Introduction to Legal Science*. Rajawali Pers, Jakarta.
- Dhoni Yusra, Sri Lestari Noviyanti, 2010, *Legal Review of Protection for Rental Property Owners*, in Lex Jurnalica Journal Vol. 7
- Gunawan Widjaja, 2005, *Business Law Series*, PT. Raja Grafindo Persada.
- M. Solly Lubis, 2003, *Philosophy of Science and Research*, Mandar Maju, Bandung.
- M. Endriyo Susila et al., 2007, *Legal Writing Guidebook*, Yogyakarta.
- Peter Mahmud Marzuki, 2005, *Legal Research*, Kencana.
- Ronny Hanitijo Soemitro, 1990, *Legal Research Methods and Jurimetrics*, Ghalia Indonesia. Jakarta.
- R Subekti, *Contract Law*, (Jakarta: PT. Intermasa, 2014),

- Salim H.S, Contract Law: Theory and Techniques of Contract Drafting, (Jakarta: Sinar Grafika, 2010),
- Yahya Harahap, Aspects of Contract Law, Alumni, Bandung, 1986. 240
- Wirjono Prodjodikoro, 1992, *Principles of Civil Law*, Bandung.
- Wirjono Prodjodikoro, Principles of Contract Law, (Bandung: Sumur Bandung, 1973)

## Legislation

Civil Law Code

## Journal

- Ahmad Fauzan, Legal Consequences of House Lease Agreements After the Issuance of Court Decision No. 815/K/PDT/2013, *DINAMIKA*, Volume 29 Number 2 July 2023
- Angeline & Ariawan Gunadi, Analysis of the Legal Consequences of Breach of Contract in Land and Building Lease Agreements, *Syntax Literate: Indonesian Scientific Journal*, Vol. 8, No. 6, June 2022
- Bernadetha Aurelia Oktavira, "The Law on Delayed Payment of House Rent," <https://www.hukumonline.com/klinik/a/menunggak-bayar-sewa-rumah-1t5e60d999ede0b/>, accessed on September 23, 2025, at 5:31 p.m. WIB
- Jamdatun, "Breach of Contract in Rental Agreements," <https://halojpn.kejaksaan.go.id/publik/d/permohonan/2023-cba0>, accessed on September 23, 2025, at 2:50 PM WIB
- Kartika Law Firm, Written and Oral Lease Agreements, <https://kartikanews.com/perjanjian-sewa-menyewa-secara-tertulis-dan-lisan/>, accessed on September 23, 2025 at 3:50 p.m. WIB
- Linda Natalia, "Legal Consequences of Breach of Contract for Failure to Comply with Force Majeure Clauses in Shop Lease Agreements (Study of Decision Number: 186/Pdt G/2018/PN-Lbp), *Jurnal Notarius*, Vol. 2 No. 1, January-June 2023
- Lingga Irawan, "The Promising Business Environment of Boarding Houses" (Beraja Niti, 2012)
- Lusi Hermina, "Legal Analysis of Forms of Payment Settlement in the Event of Default in Boarding House Lease Agreements" (Beraja Niti, 10 (2013))
- Mahalia Nola Pohan & Sri Hidayani, Legal Aspects of Default in Rental Agreements According to the Civil Code, Vol. 1 No. 1 June 2020

- Manda Afyan Nugraha, "Legal Consequences of Breach of Contract in Kiosk Building Lease Agreements Between Traders and the Industry and Trade Agency (A Study in West Lombok Regency)," *Scientific Journal*, 2021
- Masayu Robianti & Sri Nazariyah, "*Resolution of Breach of Contract in House Lease Agreements Between Consumers and Palem Asri Natar Housing*," *Journal of Legal Communication*, Vol. 8 No. 1 (2022)
- Monicke Cyntiara, "*Legal Consequences of Breach of Contract in Lease Agreements*," *Wajah Hukum*, Vol. 7 (1), April 2023
- © Author(s). This work is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License. Published by Postgraduate Program, Master of Laws, Faculty of Law, Semarang State University, Indonesia
- Muh. Idil Akbar, "*Breach of Contract in House Rental Agreements: Legal Resolution?*" (<https://kumparan.com/ragam-info/15-contoh-footnote-dari-internet-dan-susunannya-21QYdqeH5qp/1>) accessed on September 23, 2025
- Mukti Fajar and Yulianto Achmad, *Dualism in Normative and Empirical Legal Research*, 4th Edition, (Jakarta: Pustaka Pelajar, 2017)
- Satjipto Raharjo, *Legal Science*, (Bandung: Citra Aditya Bakti, 2003)
- Titik Triwulan, *Civil Law in the National Legal System*, (Jakarta: Kencana, 2010),
- Wirjono Prodjodikoro, *Principles of Civil Law* (Bandung: Sumur), 1992.