




Juridical Analysis of Oral Agreements in Residential Lease Contracts

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<p>Abstract</p>	<p><i>The purpose of this study is to analyze the validity and binding force of prohibitions conveyed by the homeowner, as well as the tenant's right to remain in the rented house despite violating these prohibitions in an orally agreed rental contract. This research employs a normative legal method, focusing on the analysis and examination of legal literature through a normative case study approach. The findings indicate that the instructions or prohibitions delivered by the homeowner in the oral rental agreement have binding legal force because they were accepted by the tenant. Furthermore, the tenant legally forfeits the right to reside in the house due to the absence of good faith in fulfilling the agreed terms, which constitutes a legal consequence for the tenant in an oral rental agreement. Therefore, homeowners should include specific provisions—such as prohibitions or obligations—in a written contract to avoid multiple interpretations and to facilitate evidence in the event of future disputes. Likewise, tenants must understand and comply with all terms of the agreement, whether written or verbally communicated, as a manifestation of the principle of good faith in contractual relations.</i></p> <p>Keywords: <i>Agreement; Legal Force; Lease; Tenant's Rights</i></p>
<p>Abstrak</p>	<p>Tujuan penelitian ini adalah untuk menganalisis sah dan mengikatnya larangan-larangan yang disampaikan oleh pemilik rumah dan hak untuk tinggal penyewa rumah meskipun telah melanggar larangan yang disampaikan oleh pemilik rumah dalam perjanjian sewa-menyewa rumah secara lisan. Penelitian ini menggunakan metode penelitian hukum Normatif yaitu menganalisis dan mengkaji bahan pustaka dengan studi kasus normatif. Hasil penelitian ini menunjukkan bahwa pesan atau larangan yang disampaikan oleh pemilik rumah dalam perjanjian sewa-menyewa rumah secara lisan memiliki kekuatan hukum yang mengikat karena telah di setujui oleh penyewa, serta penyewa rumah secara hukum sudah tidak memiliki hak tinggal sebab tidak adanya itikad baik untuk menjalankan perjanjian yang telah di sepakati tersebut sebagai konsekuensi hukum bagi penyewa dalam perjanjian sewa-menyewa rumah secara lisan. Oleh karena itu pemilik rumah perlu mencantumkan ketentuan-ketentuan khusus seperti larangan atau kewajiban dalam perjanjian tertulis agar tidak menimbulkan multi tafsir dan memudahkan pembuktian jika terjadi perselisihan di kemudian hari dan penyewa rumah perlu memahami dan mematuhi seluruh isi perjanjian baik yang tertulis maupun yang disampaikan secara lisan sebagai bentuk pemenuhan asas itikad baik dalam perjanjian.</p> <p>Kata Kunci: <i>Perjanjian; Sewa – Menyewa; Kekuatan Hukum; Hak Penyewa</i></p>
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Introduction

Renting a house is a common practice in Indonesian society for the provision of housing. This is not only to meet the housing needs of one party (the tenant) but also

as a source of income for the other party (the homeowner). In civil law, renting is a type of agreement that arises from this contract, which is regulated in Book III (three) on agreements in Chapter VII (seven) on renting¹. In the Indonesian Civil Code (KUH Perdata), Article 1548 stipulates that “*Lease is an agreement by which one party binds itself to provide another party with the use of an object for a specified period of time and for a price agreed upon by the latter*”². The subjects in a house lease agreement are the tenant and the homeowner, while the object of the agreement is the property being leased³.

A contract is an inseparable part of the legal life of society, playing a significant role and serving as the foundation for legal relationships between individuals and groups. A contract is considered valid when certain requirements are fulfilled, namely the mutual consent of both parties, the legal capacity of the parties, a specific object, and a lawful cause. However, a contract can only provide certainty and equitable legal protection for the parties involved if these requirements are fully met⁴.

In contract law, several fundamental principles serve as guidelines to ensure balance and provide standards in the implementation of agreements. One of the most essential principles is the principle of freedom of contract, which grants the parties the autonomy to determine the contents and form of the agreement—whether written or oral—so long as it does not conflict with statutory provisions⁵. This principle allows homeowners and tenants to formulate their agreement in accordance with their respective needs and interests⁶. Therefore, a lease agreement can serve as a legal instrument that clearly and effectively regulates the rights and obligations of the parties⁷. In addition, the principle of consensualism in civil law, which holds that an agreement becomes valid and binding through the mutual consent of the parties, implies that the agreement between the homeowner and the tenant is sufficient to establish a legally binding relationship⁸. In general, the regulatory framework governing lease agreements is flexible, allowing such agreements to be made either in written or oral

¹ Andi Amalia Suhra, “Analisis Hukum Terhadap Bentuk-Bentuk Wanprestasi Dan Mekanisme Penyelesaian Sengketa Dalam Perjanjian Sewa-Menyewa Di Indonesia,” *Jurnal Tana Mana* 6, no. 2 (2025): 88.

² Eka Yulia Nengsih et al., “Hukum Perikatan : Macam-Macam Perikatan,” *Jurnal Ilmu Multidisiplin* 3, no. 1 (2025): 193–206.

³ William H Sianipar, “PENERAPAN ASAS ITIKAD BAIK DALAM PERJANJIAN SEWA-MENYEWAWA DITINJAU BERDASARKAN PASAL 1338 KITAB UNDANG-UNDANG HUKUM PERDATA,” *JURNAL RECTUM* 3, no. 2 (2021): 405–14.

⁴ Suhra, “Analisis Hukum Terhadap Bentuk-Bentuk Wanprestasi Dan Mekanisme Penyelesaian Sengketa Dalam Perjanjian Sewa-Menyewa Di Indonesia.”

⁵ Muhammad Nur Hasanudin et al., “Pengantar Hukum Perikatan Dan Asas-Asas Hukum Perikatan,” *Jurnal Hukum Ekonomi Bisnis* 1, no. 1 (2025): 72.

⁶ Maralutan Siregar et al., “Pemisahan Gugatan Wanprestasi Dan Perbuatan Melawan Hukum Dalam Perspektif Hukum Materiil Dan Penerapan Di Pengadilan,” *Locus Journal of Academic Literature Review* 2, no. 6 (2023): 532–48, <https://jurnal.locusmedia.id/index.php/jalr/article/view/187>.

⁷ Iwan Permadi, “Perlindungan Hukum Terhadap Pembeli Tanah Bersertifikat Ganda Dengan Cara Itikad Baik Demi Kepastian Hukum,” *Yustisia Jurnal Hukum* 95, no. 2 (2016): 448–67, <https://doi.org/10.20961/yustisia.v95i0.2824>.

⁸ Dkk Apriyodi Ali, “Kepastian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Sebuah Perjanjian Baku Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata,” *SENTRI : Jurnal Riset Ilmiah* 1, no. 2 (2022): 270–78.

form⁹. Both forms of agreements must be upheld so that the rights and obligations of each party become clear. However, when the agreement is made in written form, those rights and obligations must be expressly stated. Conversely, if the agreement is made orally based solely on mutual consent, then the rights and obligations must be conveyed directly, clearly, and in an easily understandable manner.

In the context of residential lease agreements, oral contracts have a weaker legal standing or evidentiary value when a violation of the orally agreed terms occurs. Consequently, the implementation of both written and oral agreements requires the parties to uphold the principle of good faith to ensure that the agreement is carried out properly¹⁰. In practice, house lease agreements made by communities in Indonesia, particularly those living in rural areas, are often formed orally based on mutual trust. However, not all oral agreements function as intended, especially when negligence or violations occur, as such agreements have weak evidentiary value and are prone to generating disputes between the parties. Legal issues of this nature frequently arise in communities that highly value interpersonal trust, where mutual trust becomes the sole foundation for establishing legally binding agreements.

Pohuwato Regency, like many other regions, is not exempt from the practice of oral agreements. Many homeowners conduct house lease transactions with tenants solely through verbal arrangements, without any written contract—whether in the form of an authentic deed or a private written agreement. There is a common assumption that as long as the tenant pays the rent, a written agreement is unnecessary, even though expectations between the parties often do not align in practice. Differences in perception regarding the terms of the agreement, including additional rules in the form of verbal prohibitions conveyed by the homeowner, frequently become sources of conflict. Tenants often assume that their only obligation is to pay the rent, while homeowners believe that such verbal instructions must be obeyed because they form part of the residential rules governing the leased property.

One concrete example illustrating this legal issue was identified by the author through observations and interviews with parties connected to the matter. The case occurred in 2025 and involved a residential lease agreement between the homeowner, identified by the initials AP, and the tenant, identified by the initials MS, in which the agreement was made orally. The homeowner, Mr. AP, explained that:

“Throughout my experience renting out my house, I have never made a written agreement; I rely solely on mutual trust with the tenant. It is true that in the rental arrangement I offered a monthly rental price of 700,000 rupiah, and the tenant agreed to it. My plan was to eventually sell the house, but since there were no interested buyers, I accepted tenants in the meantime. The system was simple: the tenant had to pay in advance as a sign of commitment before being allowed to occupy the house. As a responsible member of the community, I conveyed several important messages to the tenant, including a prohibition against consuming alcohol, especially bringing women into the rented house, and a request to maintain cleanliness. The tenant agreed to all of

⁹ Grisella Avelyn and Michelle Clementina Bianca, “Analisis Aspek Hukum Perjanjian Sewa Menyewa Dalam Konteks Hukum Perdata Indonesia,” *INNOVATIVE: Journal Of Social Science Research* 4, no. 6 (2024): 2447–60.

¹⁰ Article History et al., “Analisis Yuridis Kekuatan Pembuktian Perjanjian Lisan Dalam Penyelesaian Sengketa Wanprestasi Berdasarkan Putusan Pengadilan No : 44/Pdt.G/2025/PN.YYK,” *JUSTNESS Jurnal Hukum Politik Dan Agama* 5, no. 02 (2025): 1–17.

these terms without objection. However, after about five months, he violated these additional rules. I became aware of this after receiving reports from local residents, and when I visited the rental house, I found several women inside and numerous bottles of alcoholic beverages scattered around. Without further consideration, I immediately asked the tenant to vacate the house, giving him one week to pack and remove his belongings. However, the tenant refused to leave, arguing that he had already paid the rent. He continued to stay in my property despite my request.

In this matter, the author also obtained information from several informants who were aware of the chronology of the case. They stated that almost every day several women visited the rented house, some of whom were wearing inappropriate clothing, and it was even mentioned that they were a group of entertainment workers (sex workers) who frequently came to the premises. Regarding this issue, the author also gathered information from the tenant, identified by the initials MS, who explained the following: I entered into a rental agreement for the house with a rental fee of 700,000 rupiah. Yes, it is true that the homeowner conveyed certain messages/prohibitions, and I agreed to them. I refuse to leave the house even though I did violate the rules given by the homeowner. However, I already paid one month's rent, and only nine days have passed. Therefore, I automatically have the right to remain in the house until the rental period ends. The homeowner cannot evict me arbitrarily.

Based on these explanations, the author identifies several compelling issues that warrant deeper examination, particularly the lack of understanding regarding how an agreement should be carried out. In addition to the agreed rental price, the presence of additional verbal instructions or prohibitions—intended as supplementary rules for the tenant—became a central issue. The tenant's refusal to vacate the rental house on the grounds that he had already paid the rent for a period that had only run for nine days further complicates the situation. This scenario creates a legal dilemma: on one hand, the homeowner believes he has the right to evict the tenant due to the violation of agreed-upon rules, while on the other hand, the tenant insists he has the right to remain until the rental period ends.

This problem highlights a legal gap in practical implementation, particularly in rental agreements that are made verbally and based solely on trust. Normative law becomes ineffective when confronted with factual circumstances that do not support its enforcement. The issue is therefore both interesting and important to study in greater depth, especially considering that the verbal instructions or prohibitions conveyed by the homeowner were violated, ultimately leading to conflict. Thus, two critical questions arise and require further legal analysis: (1) Do verbal prohibitions delivered in a rental agreement have legally binding force? (2) Does a tenant retain the right to remain in the rental house even after violating the verbal terms of the rental agreement

Methods

The type of research used in this study is normative legal research. Techniques in normative research¹¹ is utilized to analyze and resolve the legal issues formulated in this research. The object of this study is the juridical analysis of the validity and

¹¹ Noviyanti Tue et al., "Public Service System at The Monano Sub-District Office in North Gorontalo as an Implementation of Good Governance in The Pandemic Era," *Ideas: Jurnal Pendidikan, Sosial, Dan Budaya* 9, no. 4 (2023): 1241, <https://doi.org/10.32884/ideas.v9i4.1459>.

enforceability of oral agreements in the practice of residential leasing. Accordingly, this research requires the use of both primary and secondary data. Primary data are obtained from legal materials that possess binding authority and are directly relevant to the focus of the study¹². Meanwhile, secondary data are collected from various literature and references related to the subject matter, including legislation, legal doctrines, and previous research findings¹³.

Results and discussion

How to Prove and Apply the Binding Power of Verbal Prohibitions in House Rental Agreements from the Perspective of Indonesian Contract Law

A house rental agreement is a legal transaction whereby the party renting out the house and the prospective tenant agree on the rental price and rental period in accordance with the agreement between the two parties¹⁴. Leasing is an agreement whereby one party undertakes to provide another party with an item for a specified period of time and in return for payment of an agreed price. (Article 1548 of the Civil Code). Legally, there is no requirement that a lease agreement must be made in writing. Both verbal and written agreements are valid and binding, as long as they meet the requirements for a valid agreement, namely: first, there is an agreement between the parties; second, they are competent; third, there are definite legal consequences; and fourth, there is a lawful cause (Article 1320 of the Civil Code). According to Subekti, a house rental agreement is a consensual agreement, meaning that the agreement is valid from the moment it is made without having to be put in writing. This is also in accordance with consensualism as stated in Article 1320 paragraph (1) of the Civil Code¹⁵.

In contract law, in addition to the principle of consensualism, there is also the principle of freedom to make agreements, known as the principle of freedom of contract. This principle gives the parties the freedom to determine the content, form and terms of the agreement as long as it does not conflict with the law, morality and public order. This means that verbal agreements remain legally binding as long as they are consciously agreed upon by both parties and carried out in accordance with proper customs¹⁶.

In the context of a house rental agreement, landlords often impose certain oral prohibitions, such as forbidding tenants from bringing another woman who is not their wife into the rented house or prohibiting the consumption of alcoholic beverages on the premises. These oral prohibitions become part of the agreement as long as they are communicated at the time the contract is made and are accepted by the tenant. This is in accordance with the principle of *pacta sunt servanda* as stipulated in Article 1338 of

¹² Z. Ali, "Metode Penelitian Hukum." (Jakarta: Sinar Grafika., 2021), 105.

¹³ Ahmad Rosidi, M Zainuddin, and Ismi Arifiana, "Metode Dalam Penelitian Hukum Normatif Dan Sosiologis (Field Research)," *Journal Law and Government* 2, no. 1 (2024): 46–58.

¹⁴ Devi Ana Istoati and Dan Lathifah Hanim, "Penerapan Asas Konsensualisme Dalam Perjanjian Sewa Menyewa Rumah Application Of The Principle Of Consensualism In House Renting Agreements," *Konstelasi Ilmiah Mahasiswa Unnisula (KIMU)* 5, 2021, 267–79.

¹⁵ Sri Mega et al., "Akibat Hukum Terkait Wanprestasi Dalam Perjanjian Sewa Menyewa Gedung," *Jurnal Ilmu Hukum* 01, no. 2 (2023): 117–34.

¹⁶ Bastianto Nugroho M. Roesli, Sarbini, "Kedudukan Perjanjian Baku Dalam Kaitannya Dengan Asas Kebebasan Berkontrak," *DiH: Jurnal Ilmu Hukum* 15, no. 1 (2019): 1–8.

the Indonesian Civil Code, which states that all legally executed agreements are binding on the parties as if they were law. Therefore, although not set out in writing, such oral prohibitions still carry binding legal force, provided that they have been mutually agreed upon and do not contradict statutory regulations, public order, or morality¹⁷.

According to C. Asser's concept of agreements, a contract consists of essential elements (essentials), natural elements (naturalia), and accidental elements (accidentalia). The prohibitions referred to above fall within the category of *accidentalia*, namely additional provisions that are specifically agreed upon by the parties. This view is also affirmed by Kartini, as cited in Nurhayani's book, which explains that *accidentalia* constitute reciprocal elements in an agreement—provisions that may be modified or deviated from by the parties according to their mutual intention, representing special terms expressly established through their joint consent¹⁸.

Furthermore, Article 1339 of the Indonesian Civil Code stipulates that an agreement is binding not only with respect to what is expressly stipulated by the parties, but also to all matters that, by the nature of the agreement, are required by propriety, custom, or regulation. Therefore, orally conveyed prohibitions that have been mutually agreed upon—so long as they do not conflict with statutory provisions, moral norms, or prevailing customs—remain legally binding in the performance of the contract.

From a legal perspective, oral prohibitions communicated by the landlord in a lease agreement may be deemed valid and binding, as these prohibitions were accepted by the tenant and do not contradict legal norms, morality, or customary practices. Their implementation must also adhere to the principle of good faith as mandated under Article 1338 paragraph (3) of the Indonesian Civil Code. However, if such prohibitions are violated, the tenant may be considered in breach of contract (*wanprestasi*), thereby entitling the landlord to seek remedies or even terminate the lease agreement, provided that such actions remain consistent with the terms mutually agreed upon by the parties.

Based on a normative examination of the provisions in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*) and the views of legal scholars, it can be concluded that orally conveyed prohibitions by the landlord in a lease agreement possess binding legal force, insofar as they have been mutually agreed upon by both parties and do not contravene applicable legal norms.

In a normative legal analysis of the house rental dispute at hand, the law is understood not merely as a compilation of written rules, but as a system of norms encompassing legal principles, doctrines, and customary practices that live and develop within society. Therefore, in assessing the binding force of an oral prohibition within a lease agreement, a juridical analysis grounded in legal theory and the prevailing positive laws is required.

First, referring to Article 1320 of the Indonesian Civil Code, an agreement is deemed valid if it fulfills four essential requirements: (1) the consent of the parties binding themselves; (2) the legal capacity to enter into an agreement; (3) the existence of a specific object; and (4) a lawful cause. In this context, an agreement made orally

¹⁷ Nur Fatimah Yuliana Desi Syamsiah, Riki Martin Bala Bao, "Dasar Penerapan Asas Pacta Sunt Servanda Dalam Perjanjian," *Jurnal Das Sollen* 9, no. 2 (2023): 841–48.

¹⁸ Oki Yunice, Andreas Andrie Djatmiko, and Ajar Dirgantoro, "Kekuatan Hukum Perjanjian Sewa Menyewa Bangunan Tanpa Dasar Perjanjian Tertulis Ditinjau Pasal 1320 Jo Pasal 1548 Kitab Undang-Undang Hukum Perdata," *YUSTITIA BELEN* 9, no. 2 (2023): 120–32.

is still considered valid as long as it satisfies all four requirements, without the necessity of being in written form.

Second, the principle of consensualism in Indonesian contract law provides that an agreement becomes valid and binding from the moment mutual consent is reached between the parties. This principle is affirmed in Article 1320 paragraph (1) of the Indonesian Civil Code and further reinforced by Subekti, who asserts that no written formalities are required as long as the agreement is reached freely and consciously. Therefore, oral prohibitions communicated by the landlord and accepted by the tenant may be regarded as valid forms of consent and thus constitute part of the contractual terms.

Third, the principle of freedom of contract as stipulated in Article 1338 of the Civil Code grants parties the autonomy to determine the content, form, and conditions of their agreement, provided that such arrangements do not contradict statutory regulations, morality, or public order. Within this framework, oral prohibitions communicated and accepted by both parties may be classified as *accidentalialia*, namely additional terms voluntarily agreed upon. This aligns with C. Asser's classification of contractual elements and is supported by Kartini's views in the doctrine of contract law, which emphasize that although *accidentalialia* are optional in nature, they remain binding once mutually agreed upon.

Furthermore, the fourth principle is *pacta sunt servanda*, which constitutes a fundamental doctrine in Indonesian contract law. This principle affirms that every agreement lawfully made shall bind the parties as if it were a statute, as stipulated in Article 1338 paragraph (1) of the Civil Code. Subekti (2005) explains that *pacta sunt servanda* reflects respect for the parties' freedom of will. Accordingly, any form of agreement—whether written or oral—must be honored and carried out as intended. The validity of a contract does not depend on its form, but rather on the substance of the consensus achieved.

Salim HS, in his book *Hukum Kontrak*, further emphasizes that *pacta sunt servanda* is not merely a legal-formal principle but also carries a moral dimension, namely the obligation to keep one's promises. Consequently, orally communicated prohibitions that were accepted by the tenant legally possess the same binding force as written clauses in a contract.

In addition, Article 1339 of the Civil Code stipulates that a contract binds the parties not only to what is expressly agreed upon, but also to matters that, by the nature of the contract, are required by propriety, custom, or statutory provisions.

Thus, from a legal standpoint, it can be concluded that the orally delivered prohibitions communicated by the landlord and consciously accepted by the tenant constitute a valid and legally binding part of the lease agreement. If such prohibitions are subsequently violated, the act may be classified as a breach of contract (*wanprestatie*), which gives rise to legal consequences. This affirms that in Indonesian contract law, the substance of an agreement is prioritized over its formal form, as long as the substance does not conflict with positive legal provisions.

Accordingly, the application of the *pacta sunt servanda* principle in residential lease agreements reinforces the legal validity of orally conveyed prohibitions. As long as these prohibitions are knowingly agreed upon by both parties, they are valid, binding, and carry legal consequences if breached. In the event of a violation, the tenant may be

deemed to have committed *wanprestatie*, and the landlord is entitled to seek termination of the contract or pursue other legal remedies in accordance with the applicable laws.

The Legal Standing of a Tenant's Rights over a Rental House When Violations Occur Against Oral Instructions or Prohibitions in a Lease Agreement

Disputes are never desired by the parties, yet they remain a possibility within any legal relationship. Problems or conflicts in a lease agreement do not solely arise from defects in the agreement—commonly referred to as the failure to meet the validity requirements of a contract as stipulated in Article 1320 of the Indonesian Civil Code (KUH Perdata)—but also from issues concerning the rights and obligations of the parties in carrying out what has been previously agreed upon. Legally, a lease agreement does not merely regulate the elements required for its formal validity; it also governs the rights and obligations of both the landlord and the tenant. These rights and obligations serve as benchmarks for determining the appropriate actions when a violation occurs. When any agreed-upon right or obligation in a lease agreement is breached, it may lead to a dispute that potentially results in losses for one of the parties.

The primary obligation of a landlord in a lease agreement is to provide the leased property or grant the right of occupancy to the tenant in accordance with the terms of the agreement, while the landlord's main right is to receive payment of rent, as stipulated in Article 1550 of the Civil Code. Meanwhile, the primary obligation of the tenant is to use the rental house properly and not cause damage, in line with the original purpose for which the agreement was made, as provided under Article 1560 of the Civil Code.

In a house rental agreement, the duration of the lease also becomes an important element. When the agreement is made orally, the lease does not terminate at a fixed time; instead, it ends only when one of the parties decides to terminate it, as regulated under Article 1571 of the Indonesian Civil Code (KUH Perdata). Meanwhile, in a written lease agreement, the rental period terminates by operation of law once the agreed term expires, without requiring any further notice of termination (Article 1570 KUH Perdata).

Legal issues arising within a lease relationship are not limited to the formation of the agreement but also relate to actions and legal consequences resulting from a breach of the agreement's contents. Any agreement lawfully made by the parties without coercion applies as law to those who create it. This means that an agreement made fairly and in accordance with the validity requirements of a contract is binding and must be observed as mandated by law, as stipulated in Article 1338 of the Civil Code (Sabrina Widi Narlita, 2021).

Regarding the termination of a lease agreement—often referred to as cancellation or dissolution of the contract—as a consequence of violating the messages or prohibitions conveyed orally in the lease, some may not fully understand the legal nature of such cancellation. However, the termination of a contract due to the negligence or default of the tenant can be legally justified, as provided under Article 1266 of the Civil Code¹⁹.

¹⁹ R. Subekti dan R. Tjitrosudibio., “Kitab Undang-Undang Hukum Perdata.” (Jakarta: Pradnya Paramita., 2001), hlm 338.

From a legal perspective, a tenant who violates an oral house rental agreement—or specific clauses within it, such as the prohibition against bringing women who are not his wife or inviting friends to consume alcoholic beverages in the rented house—may be subject to legal action by the property owner. Subekti, in his book *Hukum Perjanjian* (Law of Contracts), explains that the legal consequence of contract cancellation, which is retroactive in nature, is a right that may be waived by the claimant (in this case, the owner of the rented property). Furthermore, a property owner may demand the termination of the agreement for future periods only, meaning that the termination applies prospectively without affecting past performance. This concept is rooted in abstract theoretical reasoning.

In practice, the retroactive legal effect of contract cancellation serves as a guideline that should be applied whenever appropriate. Subekti also affirms that negligence or default constitutes a legitimate ground for terminating a contractual relationship and for demanding the restoration of rights that have been impaired²⁰.

The implementation of an agreement made in the form of an oral contract must be based on good faith and adherence to the terms agreed upon (Kusumaatmadja, 2004). Under Article 1266 of the Indonesian Civil Code, a demand for cancellation is deemed to be implicitly included in every reciprocal contract if one of the parties fails to fulfill their obligations. Salim HS, in his book *Hukum Kontrak* (Contract Law), explains that a demand for cancellation is a legal action which, if granted, nullifies the contract and restores the parties to their original positions prior to the agreement²¹.

Furthermore, the homeowner had conveyed these prohibitions before or at the time the agreement was made, and there was no objection or denial from the tenant. This means that the prohibitions were accepted and became part of the agreement, and therefore must be obeyed and complied with by the tenant. A breach of contract is not limited only to negligence in payment or the damage or destruction of the leased property, but also includes any act that contradicts the contents of the agreement or violates the terms that have been mutually agreed upon. Accordingly, bringing a woman into the rented house or consuming alcoholic beverages can be considered actions that contradict the agreement, even if such prohibitions are not explicitly stated in writing²². In this regard, the matter is reinforced by Article 1571 of the Indonesian Civil Code (KUH Perdata), which grants the lessor the right to terminate the lease agreement if the lessee fails to fulfill their obligations. In this case, the tenant's argument that the landlord cannot terminate the rental agreement because the tenant has already paid the rent—even though the tenant has violated the agreed-upon terms—needs to be carefully reconsidered. From a legal perspective, such an argument may be understandable; however, it must be emphasized that the termination of a contract may be carried out if one of the parties acts in bad faith.

R. Syahrani, as cited in Neng Yani Nurhayani's book *Hukum Perdata*, explains that the conditions for contract termination, as derived from Article 1266 of the

²⁰ Subekti, *Pokok-Pokok Hukum Perdata* (Jakarta : Liberty, 2008).

²¹ Siregar et al., "Pemisahan Gugatan Wanprestasi Dan Perbuatan Melawan Hukum Dalam Perspektif Hukum Materiil Dan Penerapan Di Pengadilan."

²² Ricky Nopriyadi Ahmad Riansyah, Roihan, Riski Rahmadhan, M. Willy Pratama, "Penerapan Asas Itikad Baik Dalam Pelaksanaan Perjanjian Jual Beli Tanah," *Jurnal Ilmu Hukum* 1, no. 2 (2022): 1, <https://doi.org/https://doi.org/10.46839/consensus.v1i2>.

Indonesian Civil Code, include the following: the agreement must be reciprocal in nature, both parties must have corresponding obligations arising from the agreement, and the contract may be cancelled in the event of non-performance (breach of contract).

Furthermore, the tenant's claim regarding their right to continue occupying the leased house is unfounded, as the instructions or prohibitions conveyed by the landlord constitute a legal consequence that meets the requirements for contract termination. This is consistent with Article 1266 of the Indonesian Civil Code, as previously discussed. The termination of the lease had been communicated in advance by the landlord, who provided the tenant with a one-week period to vacate the premises. This procedure is in accordance with Article 1572 of the Civil Code, which confirms that the landlord's action to remove the tenant was carried out lawfully. In addition, the tenant had been given prior warnings but continued to rely solely on the argument that he still had the right to occupy the property, suggesting a complete lack of good faith on the part of the tenant. In contractual relations—particularly in lease agreements—the principle of good faith must be upheld and implemented by both parties.

Based on normative legal analysis, the validity of an agreement is not determined merely by its form (written or oral), but also by its substance and the underlying legal principles. A house lease agreement falls under the category of a consensual contract, in which the consent of the parties constitutes the primary element of validity, as provided in Article 1320(1) of the Civil Code. Classical legal doctrine, referring to Article 1313 of the Civil Code, also affirms that an agreement becomes legally binding once mutual consent is reached, leading to the creation or extinguishment of rights and obligations. Therefore, any prohibition or instruction delivered orally by the landlord, once consciously accepted and agreed to by the tenant, constitutes a legitimate and binding part of the contractual substance.

Furthermore, based on the principle of freedom of contract (Article 1338 of the Indonesian Civil Code), the parties are free to determine the contents of their agreement as long as it does not conflict with law, morality, or public order. The prohibitions communicated by the landlord fall within the category of *accidentalialia*, namely additional terms specifically agreed upon by the parties. Such terms remain binding once consented to, as emphasized in the doctrinal views of Kartini and C. Asser previously discussed.

In the perspective of contract law, a violation of contractual terms—even when expressed orally—may still constitute a breach of contract (*wanprestasi*). Article 1339 of the Civil Code broadens the scope of contractual content, covering not only what is expressly agreed upon but also what is considered customary and appropriate according to reasonableness. This means that prohibitions against bringing women who are not one's spouse into the rented house or consuming alcoholic beverages—conduct socially deemed inappropriate in a rental dwelling—carry legal weight and produce legal consequences.

The application of the principle *pacta sunt servanda* further reinforces that every agreement, whether written or oral, is binding and must be performed in good faith. Failure by one party to comply may result in sanctions, including contract termination or unilateral cancellation based on legitimate legal grounds. Thus, in this case, the landlord acted in accordance with legal norms when terminating the lease due to the tenant's breach.

Moreover, Article 1266 of the Civil Code affirms the legal consequences arising from negligence or breach, namely cancellation or termination of the agreement. Therefore, the landlord's actions toward the tenant were consistent with the legal procedures and requirements applicable to the termination of a lease contract.

In the context of an oral lease agreement, Article 1572 of the Indonesian Civil Code affirms that the termination of a contract requires prior notice. Therefore, the landlord's act of notifying the tenant in advance, providing a one-week period to vacate the rented house, is legally justified and fully in accordance with procedural requirements. Such notice of termination, given in the context of a residential lease, constitutes the legitimate exercise of the landlord's rights as the full owner of the property.

Accordingly, the tenant's right to occupy the premises is extinguished, despite having paid the rent for the ongoing period and having stayed only nine days. The conclusion is that the tenant no longer possesses any right to remain in the property because he has violated the orally agreed contractual terms and has failed to demonstrate good faith in fulfilling his obligations.

Conclusion

The oral prohibitions conveyed by the landlord in a lease agreement possess binding legal force based on the principles of consensualism and freedom of contract. The principle of consensualism affirms that an agreement becomes binding upon the moment of mutual consent without requiring any specific formalities, thereby granting oral agreements the same legal standing as written ones. This is consistent with the principle of freedom of contract as stipulated in Article 1338 of the Indonesian Civil Code, which provides that all legally made agreements shall apply as law to the parties.

In this context, a tenant who violates a prohibition that has formed part of the mutual agreement is deemed to be in breach of contract (*wanprestasi*), thereby forfeiting the right to remain in the rented house. The landlord is legally entitled to terminate the agreement or require the tenant to vacate the premises, even if the rent for the current period has already been paid. Such a violation constitutes a valid ground for the termination of the lease under the doctrine of breach of obligation in contract law and reflects the application of the principle of *pacta sunt servanda*, which underscores that every agreement—including those made orally—is binding and carries legal consequences when breached.

Bibliography

- Ahmad Riansyah, Roihan, Riski Rahmadhan, M. Willy Pratama, Ricky Nopriyadi. "Penerapan Asas Itikad Baik Dalam Pelaksanaan Perjanjian Jual Beli Tanah." *Jurnal Ilmu Hukum* 1, no. 2 (2022): 1. <https://doi.org/https://doi.org/10.46839/consensus.v1i2>.
- Ali, Z. "Metode Penelitian Hukum,." 105. Jakarta: Sinar Grafika., 2021.
- Apriyodi Ali, Dkk. "Kepastian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Sebuah Perjanjian Baku Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata." *SENTRI : Jurnal Riset Ilmiah* 1, no. 2 (2022): 270–78.

- Avelyn, Grisella, and Michelle Clementina Bianca. "Analisis Aspek Hukum Perjanjian Sewa Menyewa Dalam Konteks Hukum Perdata Indonesia." *INNOVATIVE: Journal Of Social Science Research* 4, no. 6 (2024): 2447–60.
- Desi Syamsiah, Riki Martin Bala Bao, Nur Fatimah Yuliana. "Dasar Penerapan Asas Pacta Sunt Servanda Dalam Perjanjian." *Jurnal Das Sollen* 9, no. 2 (2023): 841–48.
- Hasanudin, Muhammad Nur, M Rozzan Muzakka, M Abian Kholid, Achmad Munawir, and M Thoriq Nurrozikin. "Pengantar Hukum Perikatan Dan Asas-Asas Hukum Perikatan." *Jurnal Hukum Ekonomi Bisnis* 1, no. 1 (2025): 72.
- History, Article, Iva Yuli Hanifah, Universitas Truno, Joyo Madura, Universitas Truno, Joyo Madura, Lucky Dafira Nugroho, Universitas Truno, and Joyo Madura. "Analisis Yuridis Kekuatan Pembuktian Perjanjian Lisan Dalam Penyelesaian Sengketa Wanprestasi Berdasarkan Putusan Pengadilan No : 44/Pdt.G/2025/PN.YYK." *JUSTNESS Jurnal Hukum Politik Dan Agama* 5, no. 02 (2025): 1–17.
- Istoati, Devi Ana, and Dan Lathifah Hanim. "Penerapan Asas Konsensualisme Dalam Perjanjian Sewa Menyewa Rumah Application Of The Principle Of Consensualism In House Renting Agreements." *Konstelasi Ilmiah Mahasiswa Unnisula (KIMU)* 5, 2021, 267–79.
- M. Roesli, Sarbini, Bastianto Nugroho. "Kedudukan Perjanjian Baku Dalam Kaitannya Dengan Asas Kebebasan Berkontrak." *DiH: Jurnal Ilmu Hukum* 15, no. 1 (2019): 1–8.
- Mega, Sri, Susanti Viadolorosa, Mardi Candra, Gatut Hendro, Tri Widodo, Magister Ilmu, and Hukum Universitas. "Akibat Hukum Terkait Wanprestasi Dalam Perjanjian Sewa Menyewa Gedung." *Jurnal Ilmu Hukum* 01, no. 2 (2023): 117–34.
- Nasrullah, and Mooduto muh. safir. "Praktik Penggarapan Lahan Dengan Sistem Bagi Hasil Di Desa Bukit Harapan Kecamatan Wanggarasi Kabupaten Pohuwato." *Khatulistiwa Law Review* Vol 1, no. No 2 (2022).
- Nengsih, Eka Yulia, Muidatul Fithroh, Sofiatul Anfal, Rizkiy Hakiki, and Bayu Aditya Saputra. "Hukum Perikatan: Macam-Macam Perikatan." *Jurnal Ilmu Multidisiplin* 3, no. 1 (2025): 193–206.
- Permadi, Iwan. "Perlindungan Hukum Terhadap Pembeli Tanah Bersertifikat Ganda Dengan Cara Itikad Baik Demi Kepastian Hukum." *Yustisia Jurnal Hukum* 95, no. 2 (2016): 448–67. <https://doi.org/10.20961/yustisia.v95i0.2824>.
- R. Subekti dan R. Tjitrosudibio. "Kitab Undang-Undang Hukum Perdata.," hlm 338. Jakarta: Pradnya Paramita., 2001.

- Rosidi, Ahmad, M Zainuddin, and Ismi Arifiana. "Metode Dalam Penelitian Hukum Normatif Dan Sosiologis (Field Research)." *Journal Law and Government* 2, no. 1 (2024): 46–58.
- Sianipar, William H. "PENERAPAN ASAS ITIKAD BAIK DALAM PERJANJIAN SEWA-MENYEWA DITINJAU BERDASARKAN PASAL 1338 KITAB UNDANG-UNDANG HUKUM PERDATA." *JURNAL RECTUM* 3, no. 2 (2021): 405–14.
- Siregar, Maralutan, Tan Kamello, Hasim Purba, and Rosnidar Sembiring. "Pemisahan Gugatan Wanprestasi Dan Perbuatan Melawan Hukum Dalam Perspektif Hukum Materiil Dan Penerapan Di Pengadilan." *Locus Journal of Academic Literature Review* 2, no. 6 (2023): 532–48. <https://jurnal.locusmedia.id/index.php/jalr/article/view/187>.
- Subekti. *Pokok-Pokok HukumPerdata*. jakarta : Liberty, 2008.
- Suhra, Andi Amalia. "Analisis Hukum Terhadap Bentuk-Bentuk Wanprestasi Dan Mekanisme Penyelesaian Sengketa Dalam Perjanjian Sewa-Menyewa Di Indonesia." *Jurnal Tana Mana* 6, no. 2 (2025): 88.
- Tue, Noviyanti, Fatma Ngabito, Saharuddin Saharuddin, Achmad Risa Mediansyah, and Sri Nur Ataqiyah Tomayahu. "Public Service System at The Monano Sub-District Office in North Gorontalo as an Implementation of Good Governance in The Pandemic Era." *Ideas: Jurnal Pendidikan, Sosial, Dan Budaya* 9, no. 4 (2023): 1241. <https://doi.org/10.32884/ideas.v9i4.1459>.
- Yunice, Oki, Andreas Andrie Djatmiko, and Ajar Dirgantoro. "Kekuatan Hukum Perjanjian Sewa Menyewa Bangunan Tanpa Dasar Perjanjian Tertulis Ditinjau Pasal 1320 Jo Pasal 1548 Kitab Undang-Undang Hukum Perdata." *YUSTITIABELLEN* 9, no. 2 (2023): 120–32.