

The Rental of a Stall's Street Vendors with Shifting System at the Jami' Mojosari Mosque Area in Mojokerto District: An Islamic Economic Perspective

Sewa Lapak Dagang Kaki Lima dengan Sistem Shifting di Area Masjid Jami' Mojosari Kabupaten Mojokerto; Perspektif Ekonomi Islam

Ahmad Afif

UIN Kiai Haji Achmad Siddiq Jember
ahmadafif200587@gmail.com

Leviyah Rahmawati

UIN KHAS Jember
lefiyahrahmawati@gmail.com

Abstract

Rent plays a significant role in everyday life. Because of the limited quantity, not everyone can meet their needs by purchasing this product. A location, or stall, is one of these facilities and infrastructures. Business perspectives and contemporary developments have led to the implementation of numerous modern trading techniques, including the leasing of seller stalls, also known as *ijarah* in Arabic. This research employs qualitative and descriptive methods to identify this problem. The informants in this research were street vendors at Jalan Jami's Mojosari Mojokerto Mosque and Mojosari village officials in Mojokerto. This research's results demonstrate that street sellers in the Jami' Mojosari Mojokerto Mosque area rent out their stalls through verbal and written contractual agreements, with the duration of these agreements determined by their terms. This rental practice adheres to Islamic law and meets the pillars and conditions of rental (*ijarah*), which require two parties to enter into the contract: the trader as the tenant and the stall owner. The rental contract includes *Shigat Ijab and Qabul*, where the tenant rents stalls for trading purposes. The tenant implements the shifting system in accordance with the agreed-upon time and position of the seller stalls.

Keywords: *rental; stalls; street seller; Islamic economics.*

Abstrak

Sewa memainkan peran penting dalam kehidupan sehari-hari. Karena jumlahnya yang terbatas, tidak semua orang dapat memenuhi kebutuhannya dengan membeli produk ini. Lokasi atau lapak merupakan salah satu sarana dan prasarana tersebut. Perspektif bisnis dan perkembangan

masa kini telah mendorong diterapkannya berbagai teknik perdagangan modern, antara lain penyewaan lapak penjual yang disebut juga dengan *ijarah* dalam bahasa Arab. Penelitian ini menggunakan metode kualitatif dan deskriptif untuk mengidentifikasi permasalahan tersebut. Informan dalam penelitian ini adalah pedagang kaki lima di Masjid Mojosari Mojokerto Jalan Jami dan perangkat Desa Mojosari Mojokerto. Hasil penelitian ini menunjukkan bahwa para pedagang kaki lima di kawasan Masjid Jami' Mojosari Mojokerto menyewakan lapaknya melalui perjanjian akad secara lisan dan tertulis, yang jangka waktu perjanjian tersebut ditentukan oleh syarat-syaratnya. Praktek sewa ini berpegang pada syariat Islam dan memenuhi rukun serta syarat-syarat sewa (*ijarah*) yang mengharuskan adanya dua pihak dalam akad, yaitu pedagang sebagai penyewa dan pemilik kios. Akad sewa tersebut meliputi Shigat Ijab dan Qabul, dimana penyewa menyewakan lapak untuk tujuan berdagang. Penyewa menerapkan sistem shifting sesuai dengan waktu dan posisi penjual lapak yang telah disepakati.

Kata Kunci: sewa; lapak; pedagang kakilima; Ekonomi Islam.

Introduction

Islam has established a system of life known as sharia, which serves as a source of behavioral guidance, encompassing goals and strategies. This system is based on the Islamic concepts of human welfare (*falah*) and a beneficial life (*hayatan thayyiban*). A sharia-based economic system is not only a means of maintaining balance in economic life, but also a means of redistributing resources. Thus, we can simultaneously achieve the goals of economic efficiency and justice. According to Ghanim (Ghanim, 2001), there are two types of directions that are worth considering:

1. *Ijarah*, which provides benefits such as renting a place or a house.
2. *Ijarah* encompasses various services, including notary services, medical services, architectural services, and more. In social life, we are no strangers to rental contracts.

According to Article 1548 of the Indonesian Civil Code Law (KUHP), rent is defined as an agreement in which one party agrees to allow the other party to use an item for a specific period of time in exchange for a price that both parties are willing to pay.

Rule after rule is prepared to ensure a smooth and accurate *muamalah* process, validating business transactions from both a business standpoint and the teachings of the Islamic faith. As a result, Allah SWT bestows blessings upon all the principles of economic activity.

There are many factors that influence rental transactions in society, especially in profit-oriented business groups where rentals receive little attention or are not the main consideration in transactions carried out in an Islamic manner. The lease is valid if it meets the terms and conditions.

In general, the practice of leasing involves a tenant (*mustajir*), a person who rents out (*muajjir*), goods (*ijarah a'yah*), or services (*ijarah a'mal*), both of which are called *ma'jur*, and a contract. The minimum requirements for renting actors include being sensible, mature (adult), and able to take legal responsibility.

The following criteria apply to goods or assets that are available for rental (Pasaribu, 2004):

1. The lessee can use the goods covered by the rental agreement for their intended purpose.
2. The lessee can receive the rental objects for their use.
3. The rented objects offer benefits that are permissible under certain conditions and not prohibited.
4. The leased object retains its essence until the time agreed in the contract.

According to Presidential Regulation of the Republic of Indonesia Number 125 of 2012 concerning Coordination of the Management and Empowerment of Street Sellers, Chapter 1, Article 1, Paragraph (1), street sellers, also known as PKLs, are business actors who conduct their trading businesses using either movable or immovable business facilities and infrastructure. Cities, social facilities, public facilities, government and/or private land, as well as buildings that are either temporary or non-permanent, all serve as venues for street vendors.

Islam highly recommends trading as a noble profession, as it not only serves personal gain but also benefits numerous individuals. Naturally, we have the necessary facilities and infrastructure to conduct trading activities. A venue, or stall, is one of these facilities and infrastructures. Business perspectives and contemporary developments have led to the implementation of various modern trading techniques, including the popular practice of renting, or *ijarah*, among local residents. These residents come from diverse backgrounds, and the majority reside in vibrant communities that feature spacious and strategically arranged hall spaces. In addition, the Jami' Mosque area, located in the Mojosari sub-district of Mojokerto, serves as a shopping center for clothes, goods, and snacks, allowing street sellers to engage in sales. Street sellers typically set up their stalls in front of the shop terrace after sunset. Some of them also walked along the Jami' Mosque's roadside.

Since the road at the Jami' Mosque has been operational, traders have been renting stalls. Based on interviews conducted in the Mojosari Jami' Mosque area, Mojokerto, the rental prices charged to each seller vary due to their individual electricity usage. And most of those who trade in the Jami' Mosque area are young men aged 20 and over. This location utilizes both written and unwritten lease agreements. An unwritten agreement does not govern the rights and obligations of either the renter or the owner, in this case the owner. If the rental contract does not specify a necessary repair, it could lead to issues.

In addition to attracting the interest of street vendor business enthusiasts, the rental system is unique in its own right. Although the rental system in the Jami' Mojosari Mojokerto Mosque area is quite complex, it has garnered increasing interest due to its unique shift system, which allows street stalls to operate from morning to afternoon and evening to night. Implementing this stall change system, traders can

uphold the growing consumer interest by changing the food or goods sold so that prospective renters and stall renters have room to develop.

The seller stall rental system that has been implemented is still not available in other locations. In other locations, such as Jalan Pahlawan Mojosari, Jalan Sarirejo, or Jalan Airlangga, the rental system is limited to a single stall and operates on a shift basis. The stall renter continues to use the rental space until the evening, according to the time desired by the stall renter. Meanwhile, in the Mojosari Mojokerto Jami' Mosque area, it is certain that from morning to evening, the stall tenants will change.

Research Methods

We conducted this research using a qualitative approach. We chose a qualitative approach to ensure clearer and more accurate results through direct observation and interviews with relevant parties. The types and sources of data taken and analyzed by the author come from journals, articles, and other scientific works related to the rental system for street vendors in the Jami' Mojosari mosque area, Mojokerto.

The research requires this analysis to integrate the author's studied and acquired knowledge with data from diverse sources, thereby offering a deeper understanding of the research outcomes. This type of research employs a descriptive approach. This type of research allows for a thorough, broad, and in-depth understanding of the social situation under investigation.

Results and Discussion

A. The meaning of renting in Islam

Understanding Renting (*Ijarah*) *Al-Ijarah* is derived from the word *al-ajru*, which means *ali-wad*, or wages, rent, services, or rewards. *Al-Ijarah* is a form of *muamalah* activity to fulfill human needs, such as renting, contracts, selling services, and so on (al-Hadi, 2017).

Meanwhile, several *fiqh* scholars define *ijarah* as follows, as quoted by al-Hadi (al-Hadi, 2017):

1. Shaykh Syihab Al-Din and Shaykh Umairah hold a perspective on *ijarah*, which they define as a contract for predetermined benefits that provide and permit a reward known at that moment.
2. Muhammad Al-Syarbini Al-Khatib also holds a perspective on *ijarah*, emphasizing the ownership of benefits that come with rewards and conditions.
3. Hasbi Ash-Shiddiqie also holds a view on *ijarah*, stating that a contract that involves the exchange of benefits for a specific period, where benefits are owned in return, is equivalent to selling benefits.
4. Amir Syarifuddin focuses on *ijarah*, which is defined as a contract or transaction that exchanges benefits or services for a specific reward. The transaction is known as *ijarah al'ain* if it involves benefits or services from an object, like renting a house. If the transaction involves benefits or services derived from someone's labor, we

refer to it as *ijarah ad-dzimah*, also known as wage wages, like the compensation for typing a thesis.

B. The Koran, Hadith and *Ijma'* provides a legal basis for renting.

1. Q.S. Al-Baqarah, verse 233: "...and if you wish to have your children nursed by a substitute, there is no blame upon you as long as you give payment according to what is acceptable. And fear Allah and know that Allah is Seeing of what you do."
2. Q.S. Ath-Thalaq verse 6: "...and if they breastfeed for you, then give them their payment..."
3. Q.S. Al-Qhasash, verse 26: One of the women said, "O my father, hire him. Indeed, the best one you can hire is the strong and the trustworthy." From the aforementioned three basic principles, it's clear that Islam's economic regulations are intricate, ranging from broad guidelines to specific practical aspects. One example is the provision of decent wages for other people's employment.
4. Q.S. Al-Kahf, verse 77: So they set out, until when they came to the people of a town, they asked its people for food, but they refused to offer them hospitality. And they found therein a wall about to collapse, so he [i.e., al-Khidr] restored it. [Moses] said, "If you wished, you could have taken for it a payment."
5. "Indeed, the Prophet, peace be upon him, and Abu Bakr Siddiq ra once hired a man from Bani ad-Diil named Abdullah ibn al-Uraiqith." (HR. Bukhari)
6. Another hadith states, "Indeed, the Prophet, peace be upon him, forbade *muzara'ah* and ordered *muajjarah* (rent contract)." He said, "It is okay to do *muajjarah*." (HR Muslim)
7. When it comes to the permissibility of *ijarah*, not a single scholar disputes this agreement (*ijma'*), even though some of them have different opinions. However, this was not responded to. It is clear that Allah SWT has mandated this *ijarah*, whose aim is to benefit the people, and there is no prohibition on carrying out *ijarah* activities (Ghazali, 2018).

C. Pillars and Terms of Rental

1. The pillars of renting

A contract necessitates pillars, as it entails rights and ownership that are accountable for their upkeep. The fulfillment of a contract hinges on the presence of these pillars, which include a tenant and the rented item. Without one of these, a single party cannot execute the contract. Some *ulama* assert that the four pillars of *ijarah* are as follows (Idri, 2015):

- a. *Muta'qidan* (person who rents and rents)
- b. According to *Sighat* (Ijab and Kabul), consent and acceptance in a lease are everything, whether words or other statements, that show the agreement of both parties, namely the lessee and the lessee.
- c. There are rental benefits (*ma'qud 'alaiih*), which refer to the advantages of the goods or objects that are the subject of the rental agreement.

- d. Rent or reward: the conditions for a valid lease or reward are that the reward is clear or the amount is known:
 - 1) The rental payment (money) must have a clear value.
 - 2) You must hand over the rental money at the same time as you receive the rented item.

2. Terms of the lease

Firstly, we discuss the prerequisites for the contract to take place. These conditions relate to the party carrying out the contract. The conditions relating to the parties entering into the contract are that they are reasonable. With this condition, transactions carried out by crazy people are invalid. Second, the conditions for implementing the ijarah. An ijarah contract can be executed if there is ownership and control, because an ijarah contract is not valid for property belonging to or under the control of another person. Without ownership and/or control, the ijarah is invalid. Third, legal conditions: these conditions are related to the contracting parties, the object of the contract, and wages.

The conditions for valid Ijarah are as follows (Mustofa, 2016):

- a. There is a voluntary element for the parties entering into the contract. This condition is related to the parties; mutual consent is also a condition for buying and selling.
- b. The benefits of the goods or services being rented must be clear. This condition exists to avoid disputes between the parties entering into an ijarah contract. Clarify the benefits of this item by explaining the aspects of the benefits, the size of the benefits, and the type of work when hiring someone's labor. Regarding the work period or rental period, it is handed over to each party carrying out the ijarah agreement.
- c. The rental object must be able to be fulfilled and can be delivered. Based on these conditions, it is not legal to hire a mute person to be a spokesperson because the object of the rental cannot be fulfilled by the person whose services are hired.
- d. The benefits of goods or services that are rented are legally permissible according to sharia, such as renting a house for studying. It is not permissible to hire someone to commit immorality or something that is prohibited by Sharia'.
- e. People who rent out services may not take advantage of their services. All rental benefits are the rights of the renter.
- f. If the goods are movable, the rental agreement mandates their handover at the contract's inception. This handover can be as straightforward as renting a house and handing over the keys.
- g. The conditions related to wages or rent include the requirement that wages be valuable and have a clear number or size.

D. Types of Ijarah

We divide Ijarah into two categories, specifically as follows (Mustofa, 2016):

1. Ijarah for benefits, also known as leasing, is a type of contract. In the first part of the ijarah, the contract's object is its benefits. Examples of beneficial al-ijarah include renting a house, vehicles, clothes, and jewelry.
2. Ijarah for labor, commonly referred to as wages. In this second part of the ijarah, the contract's object is one's charity or work. Al-ijarah, in the nature of work, means employing someone to do a job. This is permissible in Al-ijarah if the type of work is clear, such as for construction workers, tailors, factory workers, salon workers, and shoemakers.

E. Cancellation and End of *Al-Ijarah*

If any of the following situations arise, we will cancel *Ijarah (fasakh)* (Mustofa, 2016):

- 1) If the renter causes a defect in the rental item, we will cancel the contract.
- 2) The rental property may sustain damage, such as the house collapsing or other similar incidents.
- 3) Damage to paid-for goods, including clothes hired for sewing.
- 4) The satisfaction of the mutually agreed benefits, the conclusion of the designated time frame, and the successful completion of the task. Hanafiyah allows one party, such as one who rents a shop for trading, to *fasakh ijarah*; if the merchandise generates a profit, he can then *fasakh* the rental fee.

F. The Indonesian Civil Code defines the term "lease."

In the large Indonesian dictionary, rent is defined as use by paying rent, and rent means use by paying rent (Depdiknas, 2005). A rental agreement, as regulated in Article 1548 of the Indonesian Civil Code, is an agreement in which one party binds himself to give the other party the enjoyment of an item for a certain time and with the payment of a price, which the latter party undertakes to pay (Solahuddin, 2007).

The definition above clarifies that a lease involves two parties: the first party and the second party. The renting party has the right to receive a certain amount of payment from the lessee, while the renting party has the right to receive the leased facilities and has the right to occupy them. Legal provisions in this rental agreement bind the parties to the rights and obligations outlined in the Indonesian Civil Code, provided they have consented to do so. Both movable and immovable goods are eligible for rental. Rentable immovable goods, in particular, are those that don't deplete with use. In principle, the rental price is not always in the form of money, but rather in the form of goods or services.

G. Street vendors

Peddlers who use carts are known as street vendors, or commonly abbreviated as PKL. People often interpret the term this way because there are five legs on each trader. The five legs are the trader's two legs plus the cart's three "legs" (which are actually three wheels or two wheels and one leg). In the past, they were known as street vendors, but today, the term "street vendors" encompasses a broader definition. We also use the term "street vendors" to refer to street vendors in general.

But according to the General Indonesian Dictionary compiled by W.J.S. Poerwadarminta, the term sidewalk is a floor with a roof connecting the house to the house; the second meaning is the floor (stairs) in front of the door or at the edge of the road. In the past, city planners agreed that the front (porch) of a shophouse should be about five feet wide to serve as a pedestrian path. However, the approximately five-foot-wide space now serves as a marketplace for small traders, leading to the popularization of the term "street vendor".

H. Review of Islamic Economics

Islamic economics is a scientific discipline that examines human behavior, with a focus on meeting needs within the framework of Sharia. The Al-Qur'an and Hadith, the foundation of Islamic law, guide this approach (Yuliadi, 2006).

According to Masadul Alam Choudhury, Islamic economics is a historical, empirical, and theoretical study that will analyze human and societal needs under the guidance of a system of Islamic values. Thus, every economic activity has a purpose. Humans need guidance to achieve this goal, not to make the world their final destination, but to serve as a path for provisions for the afterlife (in Yuliadi, 2006).

The Islamic economic building above is based on five universal values, namely: *Tauhid* (oneness of God), *Adl* (justice), *Nubuwwah* (prophecy), *Khilafah* (government), and *Ma'ad* (results). The Islamic economic system builds three derivative principles or characteristics from these five universal values: multiple ownership, freedom to act, and social justice (Karim, 2016).

Based on interviews with several informants, the method of renting street stalls in the Mojosari Jami' Mosque area does not deviate from the principles and basics of Islamic economics. The stall owner and the tenant sign a rental agreement that specifies the tenant's use of the stall for trading, and the owner earns wages from the stall rental payments. By doing this, the stall owner and the stall tenant have indirectly entered into an agreement.

The *ijarah* contract and the interview findings dictate the payment method for renting a street vendor's stall once the contract process concludes. The ulama explains that both the stall renter and the stall owner, in accordance with the agreement and agreed-upon time period, require a fixed payment method that both parties are aware of.

According to the author's data, the two parties who agreed to rent a stall in the Jami' Mojosari Mosque area did so in accordance with Islamic law because the stall owner had given up the space for the stall renter to use.

All actions performed while executing an *ijarah* contract must adhere to legal standards. According to Islamic religious recommendations, contract agreements should not conflict when both parties entering into the contract have fulfilled the existing requirements. The interview results from the informant mentioned above confirm that the rental activities carried out in the mosque area align with these recommendations. The pillars of rental conditions, implemented by both the stall tenant and the stall owner, are as follows:

1. An agreement is in place between the stall owner and the stall tenant. It is known that there are two processes for renting stalls on Jalan Masjid Jami', namely verbally and in writing. Therefore, we carry out contracts both orally and in writing.
2. An agreement and kabul exist, specifically in the form of a rental agreement for the stall;
3. The items for rent are stalls, and the method of payment is money.
4. Traders utilize rented goods, particularly stalls, as a source of profit.

Therefore, the mechanism for renting stalls in the Jami' Mosque area aligns with the definition of al-ijarah in Islamic law, which is a type of transaction for a specific intended benefit that is permissible and can be utilized by providing certain rewards.

Conclusion

The practice of renting out street vendors in the Mojosari Mosque area, Mojokerto, involves a verbal and written agreement, a clear understanding of the stall's benefits, voluntary participation, and adherence to the agreement's terms. determined.

The practice of renting stalls from street vendors in the Jami' Mojosari Mosque area, Mojokerto, is in accordance with Islamic law. The terms of renting (ijarah), specifically the process of renting stalls on Jalan Jami' Mojosari Mojokerto Mosque, are known to involve two parties entering into a contract. Ijarah is between the trader (tenant) and the stall owner. The rental contract is either verbal or written, indicating a sign of consent and acceptance. The tenant rents stalls for trading purposes, and the end of the stall lease must align with the agreement between the tenant and the stall owner.

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