

EFFECTIVENESS OF IMPLEMENTATION OF SUBSIDIZED HOUSING CONSTRUCTION CONTRACTS FROM THE PERSPECTIVE OF LEGAL RESPONSIBILITY: AN EMPIRICAL STUDY IN KARANGANYAR**EFEKTIVITAS PELAKSANAAN KONTRAK KONSTRUKSI RUMAH SUBSIDI DALAM PERSPEKTIF TANGGUNG JAWAB HUKUM : STUDI EMPIRIS DI KARANGANYAR****Rhena Lastia Putri¹, Widi Nugrahaningsih², Rezi³**Universitas Duta Bangsa, Surakarta^{1,2,3}*rhenalp27@gmail.com¹, widi_nugrahaningsih@udb.ac.id², rezi@udb.ac.id³**Corresponding Author***ABSTRACT**

Humans are social creatures who have many needs, human needs include food, clothing, and shelter. The shelter in question is a house for human habitation, so humans must be smart in choosing when they want to buy a house so that the house they live in feels comfortable, clean, safe and peaceful. The purpose of this study is to answer the problem: What is the form of legal responsibility of developers in subsidized housing construction contract disputes in Karanganyar, What factors cause subsidized housing construction contract disputes between parties in the Karanganyar area. The method used is descriptive analytical research with a sociological (empirical) juridical approach using a statutory and conceptual approach. Data were collected through in-depth interviews, documentation studies, and participatory observations, and analyzed qualitatively interactively through data reduction techniques, data presentation, and deductive conclusion drawing. Data sources used include relevant primary and secondary legal materials. Informants were selected by purposive sampling based on certain criteria according to the focus of the study. The results of the legal responsibility research of PT. Gamersi Setia Abadi in the dispute over the construction contract for subsidized housing in Karanganyar must refer to the principles of civil law and consumer protection, with the obligation to fulfill the quality of the building and compensation for losses, while the disputes that arise are generally caused by unclear contracts, defaults, and technical and non-technical errors, the resolution of which refers to the applicable provisions of construction services law.

Keywords: Human, Legal Responsibility, Default**ABSTRAK**

Manusia adalah makhluk sosial yang memiliki banyak kebutuhan, kebutuhan manusia meliputi pangan, sandang, dan papan. Papan yang dimaksud yaitu rumah untuk tempat tinggal manusia, sehingga manusia harus pintar memilih apabila ingin membeli rumah agar rumah yang dihuni terasa nyaman, bersih, aman dan tentram. tujuan penelitian ini yaitu untuk menjawab masalah: Bagaimana bentuk tanggung jawab hukum pengembang dalam sengketa kontrak konstruksi rumah subsidi di Karanganyar, Faktor-faktor apa yang menyebabkan timbulnya sengketa kontrak konstruksi rumah subsidi antara para pihak di wilayah Karanganyar. Metode yang digunakan yaitu penelitian deskriptif analitis dengan pendekatan yuridis sosiologis (empiris) dengan menggunakan pendekatan perundang-undangan dan konseptual. Data dikumpulkan melalui wawancara mendalam, studi dokumentasi, dan observasi partisipatif, serta dianalisis secara kualitatif interaktif melalui teknik reduksi data, penyajian data, dan penarikan kesimpulan secara deduktif. Sumber data yang digunakan mencakup bahan hukum primer dan sekunder yang relevan. Informan dipilih secara purposive sampling berdasarkan kriteria tertentu sesuai fokus penelitian. Hasil penelitian tanggung jawab hukum PT. Gamersi Setia Abadi dalam sengketa kontrak konstruksi rumah subsidi di Karanganyar harus mengacu pada prinsip hukum perdata dan perlindungan konsumen, dengan kewajiban memenuhi mutu bangunan dan kompensasi atas kerugian, sementara sengketa yang timbul umumnya disebabkan oleh kontrak yang tidak jelas, wanprestasi, serta kesalahan teknis dan non-teknis, yang penyelesaiannya mengacu pada ketentuan hukum jasa konstruksi yang berlaku.

Kata Kunci: *Manusia, Tanggung Jawab hukum, Wanprestasi*

1. INTRODUCTION

Housing is one of the basic human needs after food and clothing. After fulfilling this basic need, humans can fulfill their secondary and tertiary needs. A home serves as a shelter and protects its occupants from weather and other natural disturbances. Furthermore, the home serves as a center for family education and various other purposes. With rapid growth, the need for housing is increasingly difficult to meet. With the increasing population in cities, slums along riverbanks and landfills tend to emerge.

The development of subsidized housing in Indonesia, particularly in the Solo Raya region, is a concrete implementation of government policy to meet the community's basic needs for decent housing. This is a concrete manifestation of Article 28 H paragraph (1) of the 1945 Constitution of the Republic of Indonesia, which expressly guarantees the right of every citizen to decent housing as a basic human right that must be fulfilled (Central Java Provincial Statistics Agency, 2023). Solo Raya, which consists of Surakarta, Sukoharjo, Karanganyar, Sragen, Boyolali, Klaten, and Wonogiri, has experienced a rapid increase in the development of subsidized housing as a result of this policy.

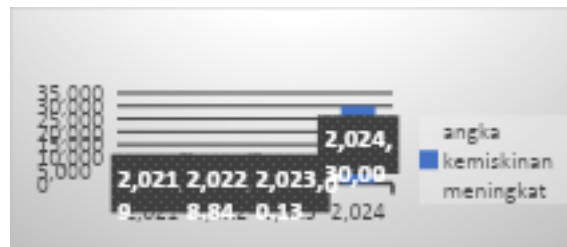


Figure 1.1

Diagram of the number of poor people in 2024 in Karanganyar

Source :

<https://soloraya.harianjogja.com/read/2025/01/17/648/1201177/angka-kemiskinand>

Program Decent Housing (RLH) is one of the government's efforts to alleviate poverty and improve public welfare. Based on data, the central government has allocated a development quota of 166,000 units for Solo City, plus another 34,000 units by September 2024 for low-income families throughout the city. This program is considered strategic in reducing poverty and creating equitable public welfare. However, the reality on the ground shows a different dynamic. Solo City's poverty line has actually fluctuated: in 2021 it was recorded at 9.4%, dropping to 8.84% in 2022, and then dropping again to 8.44% in 2023. However, in 2024, the number of poor people actually increased by around 30,000. This condition is caused by stagnant community incomes and the impact of inflation, so the poverty rate has not decreased significantly.

From a regulatory perspective, the implementation of the RLH program should be guided by Governor Regulation Number 145 of 2016. The effectiveness of habitable housing development can be measured by the alignment between plans and program implementation, which must be based on the principles of benefit, togetherness, integration, justice, sustainability, environmental awareness, openness, accountability, local wisdom, efficiency, and effectiveness. If these eleven principles are implemented consistently, the RLH program is expected to make a real contribution to realizing community welfare.

However, empirical facts show a striking discrepancy between regulations and development practices on the ground. Based on the report Central Java Non-Governmental

Consumer Protection Institute (LPKSM) During the 2021–2024 period, there was a significant increase in disputes over subsidized housing construction contracts in the Solo Raya region. The dominant issues included delayed project completion, substandard building quality, and developers' inconsistency in fulfilling agreements with consumers. This phenomenon indicates weaknesses in the implementation of the RLH program, both in terms of contractual aspects and the legal responsibilities of the parties.

In the context of this research, there are two primary pressing issues that need to be addressed. First, this research is crucial for providing a comprehensive overview of subsidized housing construction practices in Greater Solo, while simultaneously comparing normative provisions with the reality of implementation on the ground. Second, this research is expected to yield concrete recommendations for resolving subsidized housing construction disputes, both from a legal perspective and from a construction services business practice perspective.

Academically, this research also aims to enrich the existing literature. Previous research serves as an important reference for strengthening the theoretical framework, while this study presents differences in the phenomena and object of study, namely subsidized housing construction contracts in Greater Solo. Thus, this research seeks not only to test the application of theory but also to offer an empirical perspective relevant to the local context.

Based on this background, this research focuses on two problem formulations: (1) What is the form of legal responsibility of developers and consumers in disputes over subsidized housing construction contracts in Solo Raya; and (2) What factors cause disputes between parties in subsidized housing construction contracts? To answer this problem, the author conducted research entitled: **"EFFECTIVENESS OF IMPLEMENTATION OF SUBSIDIZED HOUSING CONSTRUCTION CONTRACTS FROM THE PERSPECTIVE OF LEGAL RESPONSIBILITY: AN EMPIRICAL STUDY IN KARANGANYAR."**

2. LITERATURE REVIEW

Effectiveness comes from the word "effective," meaning to have influence, to have an effect, or to produce a specific effect. Etymologically, the term comes from the English word "effective," meaning successful or something done well. Therefore, effectiveness can be defined as an activity that produces results in accordance with the desired goals.

According to R.M. Steers, effectiveness is the extent to which a program as a system with certain resources and means achieves its goals and objectives without crippling those means and resources and without placing unreasonable pressure on its implementation. Similarly, Harbani Pasolong emphasizes that effectiveness comes from the word effect, which refers to a cause-and-effect relationship, so that effectiveness occurs when the planned goals can be achieved through a process of activity.

Based on expert opinion, it can be concluded that effectiveness is a measure of an organization or program's success in achieving its stated goals. If a project produces results according to plan, it is considered effective. Conversely, if the goals are not achieved, it indicates ineffectiveness. In other words, effectiveness is used as a benchmark for comparing plans, implementation processes, and achieved results.

Effectiveness can also be understood differently depending on the perspective used. For example, from a productivity perspective, effectiveness is understood as the quality and quantity of goods and services produced. This suggests that effectiveness is not only related to achieving goals but also to the quality standards of work results.

According to Muasaroh, there are four aspects that can be used to measure the effectiveness of a program. First, task and function effectiveness, which refers to the extent to which an institution or program is able to carry out its tasks according to its targets. Second, planning effectiveness, which refers to the extent to which a plan can be implemented according to its objectives. Third, development regulation effectiveness, which refers to the extent to which applicable regulations ensure the continuity of activities. Fourth, ideal

development, which refers to the program's success in achieving conditions consistent with its initial objectives.

In the context of this research, effectiveness is defined as the extent to which the plans and outcomes of the Livable Housing (RLH) program implemented by the Solo Raya City Housing and Settlement Agency are successful and consistent. Therefore, the effectiveness of RLH development will be measured by the alignment of implementation with plans, the achievement of objectives, and the application of principles established in regulations.

3. RESEARCH METHODS

Methodology is a method of discovering, obtaining, or carrying out an activity to obtain concrete results. Using a method in conducting research is a characteristic of science, which aims to obtain legal truth. Research is a fundamental tool in the development of science, particularly legal science.

4. RESULT

Based on research conducted on Thursday, August 7, 2025 with Mrs. Fitriana Nur'aini as the developer. The effectiveness of the implementation of subsidized housing construction contracts in the perspective of legal responsibility: an empirical study in Karanganyar, is a topic that will be discussed in the research results. Next, the researcher asked what form of legal responsibility the developer takes in the dispute over the subsidized housing construction contract in Karanganyar. What factors cause the emergence of a dispute over the subsidized housing construction contract between the parties in the Karanganyar area. Mrs. Anisa Anha answered, the form of legal responsibility of the developer in the dispute over the subsidized housing construction contract in Karanganyar is to provide compensation to consumers in the form of costs that have been incurred by consumers to repair damage to the house as evidenced by receipts, repairs to damage that has not been repaired. and PT. Berlian Graha Abadi was given administrative sanctions. The appropriate administrative sanctions given by PT. Berlian Graha Manunggal for this violation, which are stated in Article 150 paragraph (2) of Law 1/2011, are:

- a. Written warning;
- b. Restrictions on development activities;
- c. Temporary or permanent suspension of construction work;
- d. Temporary or permanent suspension of housing management;
- e. Temporary control by the government (sealed);
- f. Obligation to dismantle the building yourself within a certain period of time;
- g. Restrictions on business activities;
- h. Freezing of building permits;
- i. Revocation of building permit;
- j. Freezing/revocation of proof of house ownership certificate;
- k. Order to demolish a house building;
- l. Freezing of business permits;
- m. Revocation of business license;
- n. Supervision;
- o. Cancellation of permit;
- p. Obligation to restore land function within a certain time period;
- q. Withdrawal of incentives;
- r. Imposition of administrative fines; and/or
- s. Location Closure.

Next, Mrs. Fitriana Nur'Aini, as a developer, answered the second question, which was about the factors that cause disputes in subsidized housing construction contracts between

parties in the Karanganyar area. These include unclear contract contents, low technical building standards, delays in work completion, payment issues, and a lack of adequate administrative documentation. Contract ambiguity leads to multiple interpretations regarding the responsibilities and rights of each party, while low technical standards lead to consumer dissatisfaction with the quality of the building. Work delays worsen the situation, especially if there are no provisions for sanctions or time tolerances in the contract. In addition, payment problems from both consumers and developers to contractors or suppliers can lead to additional claims and prolong the conflict. In addition, conflicts or disputes in other construction service contracts are caused by several factors, including: inaccurate and incomplete design information, slow client reactions, poor communication, unrealistic time targets, imperfect contract administration, uncontrolled external events, incomplete tender information and unclear risk allocation, and late payment defaults.

5. DISCUSSION

5.1. Forms of Developers' Legal Responsibilities in Subsidized Housing Construction Contract Disputes in Karanganyar.

According to the Big Indonesian Dictionary (KBBI), responsibility is a condition in which a person must bear responsibility for something. If something happens, that person can be held accountable, blamed, taken to court, and so on. Legal responsibility can be understood as the responsibility borne by legal entities, both individuals and legal entities, who have an obligation to fulfill their obligations in accordance with an agreed-upon agreement.

Wahyu Sasongko states that legal responsibility is the obligation to bear the consequences according to applicable legal provisions, where there are norms or legal regulations governing it. Meanwhile, Ridwan Halim argues that legal responsibility is a further consequence of the implementation of a role, whether that role involves rights, obligations, or powers.

If the debtor fails to fulfill their obligations as per the initial agreement (default), and the creditor feels disadvantaged due to the debtor's actions that can be classified as an Unlawful Act (PMH), then the debtor must bear the legal consequences. However, before the debtor carries out legal obligations, it is necessary to examine the violation or failure to perform that occurred to understand the form of responsibility that must be taken. Therefore, it is important to pay attention to the principles of consumer protection, namely the principle of liability based on negligence, the principle of liability due to default, and the principle of absolute liability.

The principle of liability based on negligence is a subjective principle determined by the producer's behavior. If a producer's negligence results in a loss for a consumer, the consumer has the right to file a lawsuit for damages. This principle can be used as the basis for a lawsuit if it meets the following requirements: the conduct that caused the loss, evidence of the defendant's negligence in their duty of care, and a clear causal relationship between the conduct and the resulting loss.

Principle of liability due to default This principle is part of contractual liability. If a product is defective and causes harm, consumers can refer to the contract, whether written or unwritten. The benefit to consumers of this principle is the existence of absolute liability that does not depend on the producer's efforts to fulfill its promises. Thus, even if the producer has tried to fulfill its obligations, if the consumer still suffers a loss, the producer must still compensate for the loss.

The principle of strict liability is a principle that stipulates that fault is not a matter that needs to be considered. However, there are exceptions, such as force majeure, which can exempt a party from responsibility. This principle is often used in consumer protection law to ensnare business actors, especially producers of goods that market their products and harm consumers. According to R.C. Hoeber et al., the reasons for establishing the principle of absolute liability are: (1) consumers are not in a favorable position to prove fault in complex

production and distribution processes, (2) producers are better able to anticipate lawsuits, for example through insurance, and (3) this principle encourages producers to be more careful.

In civil law, the basis for liability is divided into three types. First, **liability based on fault**, where individuals are held responsible for their mistakes that cause harm to others. Article 1365 of the Civil Code states that any unlawful act that causes harm requires the guilty party to compensate for the loss. Article 1366 of the Civil Code adds that liability applies not only to actions but also to negligence or lack of care.

Second, **strict liability or risk liability**, a system of liability that does not depend on manufacturer fault. This principle emphasizes that the seller of a defective product remains liable even if the consumer fails to prove the manufacturer's fault. In consumer protection law, this principle is crucial because it is more responsive to consumer interests than the principles of negligence and breach of contract. The application of this principle is also related to developments in industrial and commercial law, which often demonstrates gaps in consumer protection standards across countries.

Third, **presumption of liability**, namely the principle that places the burden of proof on the defendant. The party deemed liable must prove their innocence to escape liability.

In addition, there are two main principles in legal responsibility that support consumer protection, namely: **product liability** And **professional responsibility** Product liability relates to the manufacturer's obligations for consumer losses resulting from product defects, while professional liability relates to the service provider's obligations to clients. Provisions regarding product and professional liability are regulated in Articles 7, 17, 23, and 28 of the Consumer Protection Law.

The Consumer Protection Act (UUPK) does not apply the principle of unconditional liability. However, Article 19 paragraph (1) of the UUPK states that business actors are responsible for providing compensation for damage, pollution, or losses experienced by consumers due to the use of goods or services produced or sold. The developer's responsibility in housing construction to consumers begins with the house sale and purchase agreement, which is marked by an agreement and down payment. Proof of payment in the form of a receipt is important to keep because it can be used as evidence if a dispute arises.

Subsidized housing purchases are generally made through subsidized mortgages (KPR Subsidi), loans intended for low-income communities (MBR) to meet housing needs or renovate their homes. These loans are provided by banks appointed by the Ministry of Public Works and Housing. The subsidies provided take the form of credit reductions or additional funds for home construction or renovation. This subsidy facility is regulated by the government so that only certain groups who meet the requirements can receive it.

The Regulation of the Public Housing Savings Management Agency Number 9 of 2021 concerning Home Ownership Financing Through the Housing Financing Liquidity Facility (BP Tapera Regulation 9/2021) states that the requirements for MBR to receive FLPP mortgages are:

- a. Indonesian citizen;
- b. Registered as a resident in 1 (one) district/city area;
- c. Have never received housing financing subsidies/assistance from the government in the form of mortgages or self-help housing construction credit/financing;
- d. Individuals who are unmarried or married couples;
- e. Have no home;
- f. Having a fixed or variable income that exceeds the income limit. Once the above requirements are met, MBR can apply for a FLPP mortgage by:
 1. Customers receive information about the FLPP mortgage program;
 2. Customers get information about subsidized housing developers;

3. Customers meet with developers and determine which subsidized house to purchase;
4. If the customer is satisfied with the house, the customer can make a booking payment to the developer;
5. Then, the customer completes the necessary documents as conditions set by the bank;
6. The documents are forwarded by the developer to the executing bank;
7. After completing the administration and paying the down payment, the customer and the bank make a credit agreement.

Developers are obliged to carry out their obligations as business actors as regulated in Article 7 of the UUPK, namely:

- a. good faith good in carrying out business activities;
- b. Give correct, clear and honest information regarding the condition and guarantee of goods and/or services and providing an explanation of use, repair and maintenance;
- c. Treat or serve consumers properly and honestly and without discrimination;
- d. Guarantee the quality of goods and/or services produced and/or traded based on the applicable quality standards for goods and/or services;
- e. Providing consumers with the opportunity to test and/or try certain goods and/or services and providing guarantees and/or warranties for goods manufactured and/or traded;
- f. Provide compensation, restitution and/or replacement for losses resulting from the use, consumption and utilization of traded goods and/or services;
- g. Provide compensation, damages and/or replacement if the goods and/or services received or used do not comply with the agreement.

The legal responsibility that must be fulfilled by PT. Berlian Graha Manunggal as a housing service provider is to provide compensation to customers in the form of costs incurred by customers to repair damage that occurs in the house, which must be accompanied by a receipt. Repairs that have not been carried out are also the responsibility, and PT. Berlian Graha Manunggal is subject to administrative sanctions. The appropriate administrative sanctions for PT. Berlian Graha Manunggal related to this violation are regulated in Article 150 paragraph (2) of Law 1/2011, Article 96 paragraph (1) of Law 2/2017 in conjunction with Law Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation, which states that service users who do not meet security, safety, health, and sustainability standards in the provision of construction services are subject to administrative sanctions in the form of written warnings, administrative fines, temporary suspension of construction service activities, inclusion in the blacklist, freezing of business permits, and/or revocation of business permits.

2. What Factors Cause Subsidized Housing Construction Contract Disputes to Emerge Between Parties in the Karanganyar Region?

Disputes often arise between users and providers of construction services during the course of a construction project. These disputes can later develop into disputes within the construction services industry. The term "construction dispute" refers to a disagreement between the parties involved in a construction services agreement regarding how the construction services are run. Any demands or claims regarding unfinished construction work can lead to a construction dispute. These disputes must be resolved according to the agreement stated in the construction services agreement.

According to the Construction Services Law, all construction-related issues must be resolved through relevant legal dispute resolution procedures. Construction services establish

specific requirements for a dispute resolution system that is fast, easy, fair, and professional, and has the ability to produce final decisions that have permanent legal force. Disputes in the construction services business can be classified into several categories, namely from a technical, administrative, legal, or combined perspective.

According to Mitropoulos and Howell, disputes in construction implementation often have three main root causes: uncertainty, which is considered an inherent risk; issues related to construction service agreements that become a source of conflict; and conflicting behavior from parties involved in the construction project. Factors that may give rise to disputes in the construction implementation process can be divided into three aspects: technical and quality aspects, time aspects, and cost aspects.

A situation in which a party fails to fulfill or chooses not to fulfill the responsibilities stipulated in a creditor-debtor agreement is called default. Book III of the Civil Code, from Articles 1244 to 1252, regulates compensation for default. In cases of default, compensation is compensation given to the debtor who fails to fulfill the agreement agreed upon between the creditor and the debtor. If a warning or summons has been given to the debtor previously, the creditor may file a new claim for compensation. Default as referred to in the Construction Services Law refers to a condition in a construction services agreement where one party does the following:

1. Not fulfilling his/her obligations as promised; and/or
2. Carrying out obligations as promised, but not in accordance with the agreement; and/or
3. Carrying out obligations as promised, but late; and/or
4. Doing something that should not be done according to the agreement.

If something doesn't go as planned, it could mean compensation, reimbursement, extensions, repairs, or even substandard work and payment of damages. Any action that fails to fulfill the promises made by the parties in a construction services agreement is considered a breach of contract in the construction services business. This can lead to construction disputes.

In the construction sector, there are two main sources of conflict: technical and non-technical factors. Technical factors can arise from specification errors, such as inconsistent agreements in the contract. Meanwhile, non-technical factors can arise from the pre-contract process, the incompetence of the business entity and workforce, and a lack of professional management among the parties involved in the construction project.

Potential causes of construction problems include various things. First, planning errors or design failures, which can stem not only from design errors but also from calculation errors. Examples include inaccurate structural load calculations, inappropriate material selection, or excessive column spacing. Second, construction errors which can cause structural failure, such as unbonded reinforcement or imperfect welding. Third, foundation failure, for example due to foundations that are not suited to soil conditions. Fourth, lack of operational and maintenance guidelines by design consultants, even though this guide is important to support safety and ease of use, and should be adapted by contractors to the design and build system.

In addition, problems can also arise due to negligence in use, such as not paying attention to the live load capacity of buildings or inappropriate use of road sections. Negligence in building maintenance also has the potential to cause problems, for example the unavailability of fire hydrants, lack of piping maintenance, maintenance and mechanical-electrical in buildings, as well as inadequate road preservation.

Priatna Abdurasyid in his book *Arbitration and Alternative Dispute Resolution* states that construction disputes can be caused by various factors, including: delayed design information, inadequate design information, inadequate site investigation, slow client response, poor communication, unrealistic time targets, and imperfect contract administration. Adequate contract administration), uncontrollable external events, incomplete tender information, unclear risk allocation, and lateness or non-payment. Construction contracts,

especially for government projects, must ensure that formal aspects are met. In the case of a criminal case arising from a procedural error, if the investigator or investigator can prove that there was intent in the process, the elements of a criminal act have been fulfilled, and the incident will invalidate all civil agreements agreed to in the construction contract.

Next comes the issue of the substance of the construction contract. This can occur in projects and can lead to issues related to the substance of the contract due to material defects in the contract's implementation. At this stage, problems arise due to defects in the implementation of the agreement, meaning there are issues related to the object of the construction agreement, in addition to having detrimental consequences. Joni Emerzon stated that in drafting a construction contract, legal gaps and room for interpretation must be avoided because these will impact the object of the agreement, namely the completion of the construction work.

Conflicts or disputes in construction service contracts are caused by several factors, including: inaccurate and incomplete design information, slow client reaction, poor communication, unrealistic time targets, imperfect contract administration, uncontrolled external events, incomplete tender information and unclear risk allocation, late payment.

James Doherty explained that in preparing a construction contract it would be more ideal if it was preceded by a meeting of the parties, in this phase the parties would explain in detail the conditions of the offer.(offering)and the conditions of acceptance (acceptance).This stage is often called the pre-contractual stage, this stage is important when there are differences in interpretation or understanding, then the minutes of the meeting can be important to help the parties avoid disputes.

6. CONCLUSION

Based on the results of the research that has been conducted, it can be concluded that the form of legal responsibility of developers in the construction contract dispute of subsidized housing in Karanganyar, especially by PT. Berlian Graha Manunggal, must refer to the principles of responsibility in civil law and consumer protection law. Developers have an obligation to fulfill the performance as stated in the sales and purchase agreement, including guaranteeing the quality of the building and providing compensation for damage or non-conformity of the building received by consumers. If the developer is negligent or commits a breach of contract, then the consumer has the right to demand compensation based on the principle of responsibility due to negligence, breach of contract, or even absolute responsibility. In the context of Indonesian positive law, this responsibility is strengthened by the provisions of the UUPK, the Civil Code, and laws and regulations in the field of construction services. PT. Berlian Graha Manunggal as a business actor is obliged to comply with its obligations, including providing repairs and compensation, and may be subject to administrative sanctions if proven not to meet the technical standards and responsibilities as stipulated in Law No. 1 of 2011, Law No. 2 of 2017, and the Job Creation Law.

The causes of construction disputes in the implementation of construction services, including in Karanganyar, generally arise from disputes between users and service providers. These disputes can be caused by various technical and non-technical factors, such as uncertainty in the contract, planning and implementation errors, default, poor communication, and incomplete design information. Therefore, dispute resolution must refer to the provisions of the construction service agreement and relevant legal mechanisms as stipulated in the Construction Services Law, to ensure a prompt, fair, professional, and legally binding resolution process.

Based on the research results, several recommendations can be made. First, PT. Berlian Graha Manunggal, as a developer, should pay more attention to its legal obligations, guided by the principles of responsibility in civil law and consumer protection law. Developers also need to ensure that contract implementation is carried out transparently, professionally, and in

accordance with technical standards to prevent disputes. Second, parties involved in construction services should draft detailed, complete, and free from multiple interpretations of contracts, and prepare an effective dispute resolution mechanism as stipulated in the Construction Services Law.

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