

Default on Rental Renting a Car at Hidro Rent Car and Tour Jogja

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Abstract

Not everyone can have a private vehicle, so it needs a car to rent because it provides transportation options for people to reach places like recreation, hiking, or traveling. It's because of the efficiency of cars, which can transport people. Hidro Rent Car and Tour Jogja is one of the companies in the field of car rental. The purpose of this research is to find out the form of the misrepresentation and its conclusion in the car rental agreement at Hidro Rent Car. The type of research used is a combination of normative legal research and empirical legal research, so that the research data consists of primary data and secondary data. The conclusion of this investigation: (1) the form of discharge performed by the tenant is to damage the rental car and to be late in returning the rented car. (2) The discharges performed are that the tenants are obliged to replace the loss by paying compensation money, and the deposit money used to pay the car service fee, as well as paying the daily fee while the car is in the workshop until the car can be reused as it used.

Keywords: Rent Tenant Wanprestasi Default resolution

INTRODUCTION

Relationships between humans and each other in this modern era are very important, especially in order to fulfill their daily needs. Humans, to fulfill their daily needs, must have social interactions between one human and another. The form of this interaction can be in the form of a legal act, which in principle, the law regulates the relationship between one person and another. Every relationship in society cannot be separated from the law. A legal relationship is a relationship between two or more legal subjects. In this legal relationship, the rights and obligations of one party conflict with the rights and obligations of the other party. Legal relationships can occur between fellow legal subjects and between legal subjects and objects.

Legal actions are relationships regulated by law where there are rights and obligations involved and failure to fulfill these rights and obligations can result in sanctions regulated by law. In everyday life, people enter into legal relations, one of which is a rental agreement. Considering the increasing need for transportation, especially by land, in the contemporary era, and the need for fast mobility to reach goals and carry out social life. In a big city like Yogyakarta Special Region, which is considered a tourist and student city, land transportation is very important. However, not every person who

carries out activities together has their own car for traveling, this is different from people who have their own car, this will make their traveling activities easier. The existence of cars cannot be separated from the current very rapid economic growth and is the current need of society regarding the importance of a car. People take advantage of the presence of car rental services for daily business activities, such as car rental and tourist tours. Due to the terms and conditions that high year cars must be used as operational cars, the presence of car rental services indirectly offers benefits for entrepreneurs because operational costs in the form of purchasing a car can be reduced by renting a car. One of the car rental companies in Yogyakarta is Hidro Rent Car And Tour Jogja.

Renters can rent a car that will be used during the rental by visiting the rental place to select the type of car to rent. After selecting the car you want to rent, Hidro Rent Car And Tour Jogja will ask the renter to check the condition of the car rented to ensure whether the car rented is suitable for use. Next, both parties sign a written agreement that regulates the conditions as a tenant, the rental period, and the rights and obligations of the tenant. For the usual car renter's obligations, the renter must submit identification such as a Resident's Identity Card (KTP) or Driving License (SIM), as well as other identity cards. This identity

card can be used as collateral and as collateral for four-wheeled car rental. The parties must carry out the agreed agreement in accordance with the obligations of each party. However, there are times when an agreement does not work out as expected. This can happen because one of the parties is not responsible for the agreement, or perhaps because of something that is beyond the control and wishes of the parties to the agreement.

The term "default" comes from Dutch, and means failure to fulfill the achievements or obligations stipulated in the agreement. Default is a form of not doing what was promised because of negligence or breaking a promise or doing something that he was not allowed to do. In another sense, it is explained that default is failure to fulfill or neglect to carry out obligations (achievements) as stated in the agreement made between the creditor and debtor. Default is contained in Article 1243 of the Civil Code, which states that: "Compensation for costs, losses and interest due to non-fulfillment of an obligation will only begin to be required, if the debtor, after being declared negligent in fulfilling his obligation, continues to neglect it, or if something must be given or made, can only be given or made, can only be given or made within the time limit that has passed."

Achievement is something that can be sued, and default in law means failure to fulfill the stated achievements. In most cases, one party to an agreement asks the other party to do something. If one party defaults, the other party can demand cancellation of the agreement. Thus, default is a form of denial by one party to a contract which does not fulfill its obligations to do what has been agreed upon in the agreement between the parties concerned. The rental agreement becomes binding when both parties reach an agreement regarding the essential elements of the rental, namely goods, price and time. For example, the tenant must comply with all the requirements and obligations proposed.

Rental agreements are widely used by parties in general, because having a rental agreement can help the parties, both the lessee and the lessor, to benefit from each other. The renter obtains benefits from the object rented

according to the rental agreement, in this case the car rental service. However, in reality they experience many inconsistencies. For example, debtors or tenants do not perform at all, perform late, or perform not as they should.

Based on the explanation above, the author is interested in further investigating cases of default in car rental agreements at Hidro Rent Car And Tour Jogja. Therefore, the author chose the research title "Settlement of Defaults in Car Rental Agreements Between Renters and Hidro Rent Car And Tour Jogja". The formulation of the problem proposed is what is the form of default on a car rental agreement and what are the resolution efforts in the event that the renter commits a default at Hidro Rent Car And Tour Jogja?

RESEARCH METHOD

In this research, the type of research used is a combination of normative legal research and empirical legal research. This type of normative research, also known as library research, is carried out on secondary data in the library. Meanwhile, empirical legal research or what is usually referred to as field research is carried out through observation and interviews.

The data sources used consist of secondary and primary data. Secondary data is data obtained from literature studies consisting of primary legal materials and secondary legal materials. Primary legal materials are binding legal materials such as statutory regulations, the primary legal materials used in this research are the Civil Code (KUHPPerdata), and secondary legal materials are legal materials which aim to explain primary legal materials, such as books and research results related to research material. Meanwhile, primary data is data obtained from the results of empirical research carried out directly at the research location, namely at Hidro Rent Car and Tour Jogja.

Data collection techniques used literature studies and interviews. The data analysis technique used in this research uses a qualitative descriptive analysis method.

RESEARCH RESULTS AND DISCUSSION

Hydro Rent Car and Tour Profile Jogja

Hidro Rent Car And Tour Jogja was founded on Wednesday, September 29 2019, located on Jl. Kragilan, Kragilan, Sinduadi, Mlati District, Sleman Regency, Yogyakarta Special Region, with the owner named M. Miftahuddin. The aim and purpose of establishing this rental is to open a business that operates in the field of transportation services, the services provided are by renting cars and exclusive tour packages in Jogja for consumers who need a car to get to a place or outside the area they want to go to, such as on a visit. family, homecoming, recreation, and other consumer needs. Hidro Rent Car And Tour Jogja also provides tour packages in Jogja. Renters will be given the option to choose which tourist attractions they want to visit, because the rental company provides 5 tour package options while in Jogja, such as:

1. Explore Bantul;
2. Explore Sleman;
3. Explore Jogja;
4. Explore Gunung Kidul;
5. Explore Kulon Progo.

Renters who want to rent a car with this tour package have already received Include like:

1. Transportation (Driver + Car + Fuel);
2. Driver Tips (Eat Driver);
3. Parking;
4. All Entrance Destination Fee;
5. Vehicle Choice (Avanza, Mobilio, Brio).

Hidro Rent Car and Tour Jogja provides tour packages specifically designed to ensure consumers explore all of Jogja's uniqueness without obstacles, with professional and of course experienced tour guides.

Hidro Rent Car And Tour Jogja offers car rental services at daily, weekly and monthly rates. This car rental service can use a driver as an additional service from this car rental location or can also use a driver without a driver depending on the wishes of the party who wants to rent a car. In car rental contracts, there are two types of contracts, namely keyless rental contracts and driver rental contracts:

1. Keyless car rental agreement

A car rental agreement without a key is a rental agreement in which there is an agreement between the parties regarding the car to be rented without a driver (off the key) provided by the car rental party. Where the vehicle which is the object of the rental is fully surrendered and its purpose.

2. Rental agreement for renting a vehicle with a driver

A car rental agreement with a driver is a car rental contract in which there is an agreement between the parties to rent a car with a driver provided by the rental company as the party renting it to the consumer. If the vehicle is rented, the vehicle can be used according to its purpose and purpose.

The cars provided at Hidro Rent Car And Tour Jogja for rent are of various types, brands and varying prices. Of course, the vehicles rented are always ensured to be in good condition and checked regularly, and for the cars themselves, 90% of the units provided are on average average above 2020 at this rental place. For types, brands and prices, there are different choices based on the renter's wishes, such as:

A. Keyless Car Rental

For this rental car choice, Hidro Rent Car And Tour Jogja provides a choice of 11 vehicles.

B. Car Rental + Driver

For this rental car choice, Hidro Rent Car And Tour Jogja provides a choice of 10 vehicles with full day rates.

C. All In Car Rental (Car, Driver, Fuel)

For this rental car choice, Hidro Rent Car and Tour Jogja provides a choice of 10 vehicles with full day rates.

1.1. Terms and Conditions in the Car Rental Agreement at Hidro Rent Car and Tour Jogja

The rental agreement made at Hidro Rent Car and Tour Jogja contains requirements that must be fulfilled by both parties, namely:

1. The renter must fill out the form that has been prepared by the owner clearly and correctly, which contains:
 - a. Identity of owner and tenant;
 - b. Type of car to be rented;
 - c. Duration of rental and use of the car;
 - d. Rental costs.
2. Apart from being responsible for all risks of loss or damage to the car, the renter is responsible for maintaining and maintaining the car during use.
3. While the car is in the workshop for repairs, the renter must pay the insurance claim if an accident occurs.
4. The renter is prohibited from taking items in the vehicle and changing or adding to the contents of the vehicle.
5. It is prohibited for renters to change their Police Number (Vehicle Plate).
6. Renters are not allowed to pawn the rented vehicle or pawn their vehicle's STNK.
7. Renters are prohibited from using rental cars for illegal and unethical purposes. If this happens then it is the car renter's full responsibility and the car owner will not be involved.
8. The owner must provide the following items as mail equipment or car accessories:
 - a. One STNK;
 - b. One First Aid Kit;
 - c. One fire extinguisher;
 - d. One set of keys;
 - e. One set of jacks;
 - f. One spare tire.
9. To ensure the comfort and safety of the renter as a renter, both parties must check the car to be rented before using it.

All agreements have been well drafted and the company states that if there is something that is not agreed upon, the company or rental party will carry out consultations to find the best solution.

1.2. The process of creating a car rental agreement between Hidro Rent Car and Tour Jogja and the renter

Based on an interview with the Manager of Hidro Rent Car And Tour Jogja, the process of implementing a car rental contract between the renter and Hidro Rent Car And Tour Jogja begins with the renter contacting the rental party via telephone call with the intention of informing them of the purpose of renting a car. The renter wants to rent the vehicle to use for a holiday while in the city of Jogja. Next, the renter goes to the car rental place, namely Hidro Rent Car And Tour Jogja, to rent a car. Then the staff from the rental place informs you that before renting a car, the rental company will first explain the conditions, as well as the rights and obligations that must be understood by the renter. After the staff explains these conditions, the next step is that the staff will ask permission first to check the identity of the renter as the renter who wants to rent a car at the Hidro Rent Car And Tour Jogja rental place, the identity checked by the rental staff has several options which consist of, KTP, KK, SIM C, BPJS, KRS, and KTM and the options for checking identity can be adjusted to what the renter himself brings. After the renter agrees to check his identity and understands what is explained regarding the provisions that apply in the regulations in Hidro Rent Car And Tour Jogja, the next step for the renter is to provide a copy of his identity in the form of KTP and BPJS as collateral while the renter rents a car. Next, after the renter submits a copy of the identity, the rental party will provide a choice of car according to the renter's wishes. This choice of car is accompanied by checking the car that will be used. This check is to ensure whether the car is suitable for use or not, if there is one. if there is damage, the rental party will replace it with another

car that is ready to be used, as well as the choice of using the car, this choice is in the form of what the renter wants to rent a car using a driver that has been provided by the rental company or the renter can also choose to rent the car is unlocked, and after completing the selection, the next step is for the renter and the rental party to discuss the payment system, car rental period and also the renter is required to sign the car handover minutes provided by Hidro Rent Car And Tour Jogja as proof of the car rental contract. .

Based on one of the conditions for the validity of an agreement as specified in Article 1320 of the Civil Code, namely the existence of an agreement between the parties when entering into the agreement. The car rental contract was born at Hidro Rent Car And Tour Jogja after an agreement was reached between both parties regarding the contents of the agreement. By signing the renter's name on the car handover deed provided by Hidro Rent Car and Tour Jogja, this is proof that both parties have a car rental contract agreement signed in writing, then a car rental agreement is born.

An agreement letter made in writing at Hidro Rent Car And Tour Jogja is a document that is classified as a private deed. It should be remembered that Article 1874 of the Civil Code regulates private deeds, which states that private deeds are:

1. Written deed signed under the hand by an official;
2. Not made or not signed by an authorized person;
3. In particular, there is a private deed made by at least two parties.

A private deed has full validation value and is an authentic deed if the contents and signature are known to the party concerned. In the case of original documents, the consent of the interested party is not required to obtain a power of attorney, so that party has full authority to

provide evidence. What is important in a deed is not actually the signature, but in a private deed, the first thing to do is check whether the relevant deed is signed by the person concerned.

Agreements made in writing at Hidro Rent Car And Tour Jogja are given to renters who are new renters or new customers. In fact, the renting party still does not have data in the form of the exact identity of the renter and also does not have a basis for trust. Therefore, a written agreement is needed to obtain legal protection for Hidro Rent Car And Tour Jogja. Because if at any time there is an intentional or unintentional error on the part of the car renter or what is called a violation on the part of the car rental company, Hidro Rent Car And Tour Jogja has strong enough evidence to sue the renter for the violation. The normative form of a written agreement can facilitate the process of providing evidence if a dispute occurs and also provide certainty regarding the rights and obligations of the parties in its implementation.

Apart from written car rental agreements, Hidro Rent Car And Tour Jogja also uses verbal car rental agreements. This is based on the results of interviews with Hidro Rent Car and Tour Jogja because in the agreement there is a basis of trust in the party who will rent the car, the party mentioned is the same as the customer who rents the car for a long time, this can be done verbally and does not need to be signed. written agreement.

In a car rental contract that is executed verbally, there is no need for certain procedures because the agreement of the parties alone is enough to create a car rental contract between Hidro Rent Car and Tour Jogja and the renter.

The statement of agreement shows a verbal agreement between Hidro Rent Car And Tour Jogja and the renter to rent a car. As a sign of agreement, the renter pays the

rental fee in full before the renter accepts handover of the car from Hidro Rent Car And Tour Jogja. Thus, the birth of the rental agreement is in accordance with the provisions regulated in Article 1320 of the Civil Code. This agreement must meet the following conditions to be considered valid:

- a) There is an agreement between both parties;
- b) Ability to carry out legal actions;
- c) The existence of the object of the agreement;
- d) There is a halal cause.

In this way, the form of a car rental agreement at Hidro Rent Car and Tour Jogja can be made in the form of a written and verbal agreement, so that the agreement between the parties regarding the contents of the contract occurs at the time of the statement of agreement between the renter and Hidro Rent Car and Tour Jogja.

Regarding the contents of the car rental contract itself, the Civil Code does not explain it in detail and firmly, so that the parties are free to determine the contents of the contract according to the principle of freedom of contract. In Book III of the Civil Code, it is stated that an open system is adopted. In this principle, it means that the parties can implement the provisions they have agreed to verbally in the agreement they signed. The provisions of Book III of the Civil Code only apply if the parties do not stipulate them in the agreement they sign.

Even though the parties can choose what they want in the agreement, they still have to pay attention to the provisions of the Civil Code and other laws and regulations. In other words, the definition of freedom given in the treaty here is incomplete. In most cases, the contents of the car rental contract issued by Hidro Rent Car And Tour Jogja comply with the regulations regulated in the Civil Code. Hidro Rent Car And Tour Jogja itself determines

the contents of the contract, other parts are determined by them and the car renter according to the agreement.

By signing a car rental contract between two parties, the contract will automatically bind the parties who sign it. This is a result of the existence of a legal relationship between the two parties, so the agreement gives rise to legal consequences. This gives rise to rights and obligations that must be implemented reciprocally by both parties.

The car rental contract at Hidro Rent Car And Tour Jogja determines the rights and obligations of the parties, but only in terms of its contents. Usually this is explained in detail in a written agreement made by Hidro Rent Car And Tour Jogja. It is hoped that the parties clearly understand and carry out their obligations so that the interests of the renting party and the lessee remain respected.

In this rental agreement there are three elements of the agreement, namely:

1. Elements of Essentialia

Essential elements are covenant elements that must be present in an agreement. What is meant by this agreement is the ability to provide a car and payment of the rental price. Hidro Rent Car And Tour Jogja itself has the ability to provide car vehicles. The car provided must be in guaranteed condition, good and suitable for use when rented by the renter and provide safe and clean facilities in the car, while payment of the rental price is the responsibility of the car renter.

2. Naturalia Elements

The naturalia element is an element that is attached to the agreement, in fact this element is already in the agreement and is automatically considered to be in the agreement because it is inherent or attached to the agreement. For example, if a rental car has hidden defects such as smallpox due to the car's AC system

being damaged or dead, then the person responsible for insurance is Hidro Rent Car And Tour Jogja itself and if any. If any part of the car is not working, the car rental company will immediately replace it with another car part.

3. Elements of Accidentalialia

The accidentalialia element is an additional element, this element in the agreement can be determined by the parties depending on their wishes or in the agreement it is a special condition determined by the parties. Thus, random elements can be created by the parties themselves but must pay attention to the provisions of the Civil Code. In the agreement, the parties can determine for themselves the location of the vehicle delivery, rental period, payment terms and level of compensation if the vehicle is damaged due to the fault of Hidro Rent Car And Tour Jogja or not the car rental company itself.

1.3. Rights and Obligations of the Parties in the Car Rental Agreement at Hidro Rent Car and Tour Jogja

In implementing a rental agreement, the parties have obligations that they must fulfill. This obligation is usually stated in an agreement that has been signed and agreed to by the parties and must be carried out as part of the implementation of the rental agreement.

The rights and obligations of the parties in the car rental contract with Hidro Rent Car and Tour Jogja are as follows:

1. Rights of the lessee
 - a. Receive photocopies of KTP, KK, SIM C, and BPJS;
 - b. Receive a photocopy of KTM and KRS (required for students only);
 - c. Receive a motorbike guarantee from the renter;
 - d. Receive rental money according to the agreed and agreed time;
 - e. Receive the rented car back at the agreed time, and the renter will be

notified or given a warning if the car has passed the specified time;

- f. Receive compensation if the tenant makes a mistake
2. Obligations of the renting party
 - a. Provide the vehicle to the renter in accordance with the agreement;
 - b. Guarantee that the car being rented is in good condition and ready to use;
 - c. The renting party is responsible for purchasing insurance for the car in case of an accident or disaster.
 3. Tenant's rights
 - a. Have the right to receive the vehicle rented in accordance with the agreement;
 - b. Get a vehicle that is comfortable, safe and ready to use;
 - c. The right to use a vehicle safely without being disturbed by any party.
 4. Renter's obligations
 - a. Provide photocopies of KTP, KK, SIM C and BPJS;
 - b. Provide a photocopy of KTM and KRS (required for students only);
 - c. Providing motorbike guarantees to rental owners;
 - d. Pay rental fees on the specified and agreed date;
 - e. Car renters must maintain, maintain and check the condition of the car, both body, interior and engine, as seen when rented. The car must be returned in a safe condition as seen when rented and if there is serious damage, the renter must pay 50% of the rental fee for 24 hours;
 - f. If the rented car is lost or burned, the renter is responsible and can compensate for the losses, accompanied by a promise to make a statement before law enforcement.

One of the rights of a rental car renter is to get the best service from the company from the first month of rental until the end of the rental. They also have the right to use the rented vehicle during the rental period.

The rights and obligations of each party in the rental car rental agreement are explicitly stated in the agreement

that has been agreed to by the parties. The parties are also responsible for carrying out all actions required by the agreement.

As a result of an interview with the Manager of Hidro Rent Car And Tour Jogja, who is responsible for rental cars, stated that the company is responsible for ensuring that the car is in good condition before renting and after renting, as well as carrying out routine car maintenance to ensure that customers feel comfortable. comfortable when using it.

One of the rights given by the company to customers who rent a car at Hidro Rent Car And Tour Jogja is that they have the right to check the completeness of the car before handing it over to the customer. This is done to provide comfort to customers and ensure that the rental car is not damaged when rented. If the results of the completeness check show that the car does not have any problems

According to the interview results, the car rental owner is not responsible for vehicle damage caused by the customer himself during the rental agreement unless insurance covers the damage. However, the car renter remains responsible for handling insurance claims and paying claim costs.

1.4. Forms of Default that occur in the Car Rental Agreement between Hidro Rent Car and Tour Jogja and the Renter

1. The renter damages the rented car

Based on data that the author obtained from interviews with the Manager of Hidro Rent Car And Tour Jogja, during the rental period for renting a car at Hidro Rent Car And Tour Jogja, the renter committed a default when the renter rented the car. There was an accident with the car he rented and this resulted in the damage is quite severe, and for the actions taken by the renter from the Hidro Rent

Car And Tour Jogja rental party, the right to demand compensation for the losses experienced by the rental party, where the loss is due to the fact that the car should have been returned according to the rental period, so The rental party can rent it back to another lessee. For acts of default committed by the renter who has violated the applicable obligations according to the provisions of the regulations in Hidro Rent Car And Tour Jogja, because the renter has been negligent in caring for and maintaining the car during the rental period, the renter is obliged to compensate for his actions, compensate for the losses This is in the form of paying compensation for car repairs and paying compensation while the car is being repaired at the repair shop. This is to provide capital income to the rental party because the car cannot be operated during the car repair period at the repair shop. Regarding the matter of compensation, Article 1234 of the Civil Code explains that "Compensation for costs, losses and interest due to non-fulfillment of an obligation begins to be mandatory, if the debtor, even though he has been declared negligent, still fails to fulfill the obligation, or if something that must be given or done can only be done." given or carried out within a time that exceeds the specified time".

2. The renter is late in returning the rented car.

Based on data from the author's interview with the Manager of Hidro Rent Car And Tour Jogja, the renter rents a car for a period of 1 (one) day at the beginning of the rental period, by paying a rental fee of Rp. 250,000 (two hundred and fifty thousand rupiah). Before the rental period ends, the lessee increases the rental period. However, it turned out that the renter

then committed 2 types of default at once, namely the renter was late in returning the car he rented, and was in arrears in payment for 2 days. Regarding the first default by the renter, the rental company itself has given an initial warning or warning to the renter via WhatsApp message, because the time period given by the rental party has exceeded the time period agreed by both parties. The second form of default committed by the renter is not having paid the car rental price as agreed. The actions taken by the renter were very detrimental to the rental party because the car should have been able to be rented back to another renter but was hampered by a default by the renter. For acts of default by the renter, the rental party should ask for compensation from the renter, this compensation is in the form of a fine for delay in return. Reimbursement of compensation costs is regulated in Article 1243 of the Civil Code which states, "Compensation for costs, losses and interest due to failure to fulfill an obligation begins to be mandatory, if the debtor, even though he has been declared negligent, still fails to fulfill the obligation, or if something must be given or done can only be given or carried out within a time that exceeds the specified time."

1.5. Settlement of Default in the Car Rental Agreement between Hidro Rent Car and Tour Jogja and the Renter

Based on data from interviews with the Manager of Hidro Rent Car and Tour Jogja, the resolution efforts or solutions taken by rental parties and renters for cases of default that occur are as follows:

1. Settlement in case the renter damages the rented car.

If the rented car is damaged, Hidro Rent Car And Tour Jogja feels very

disadvantaged, because the car, which should have finished its rental period, can be used again to rent out to another renter, so that Hidro Rent Car And Tour Jogja can still make rental money. . As a result, Hidro Rent Car And Tour Jogja is hampered by not being able to rent out the car, so it has the right to demand compensation or fines from renters who are in default. In practice, the fine imposed on the renter is that the renter is required to pay a deposit of Rp. 7,000,000 (seven million rupiah) as compensation for losses experienced by Hidro Rent Car And Tour Jogja, and for the deposit fee, the rental party will use the fee to pay the service fee. car in the repair shop amounting to Rp. 4,755,000 (four million seven hundred and fifty five thousand rupiah) and paying daily fees while the car is in the repair shop until the car is returned to its original condition amounting to Rp. 2,245,000 (two million two hundred and forty-five thousand rupiah), and for efforts to resolve the tenant's default with Hidro Rent Car And Tour Jogja to be resolved through deliberation and not to be resolved through legal means.

2. Settlement if the renter is late in returning the rented car.

For cases of default in the form of being late in returning the car, efforts are made by visiting the renter's location based on the GPS installed on each rented car in order to obtain information if at any time the rented car experiences uncertainty or is lost and taken away by the renter. Next, the car was taken by Hidro Rent Car And Tour Jogja, apart from that, they also asked the renter for a cellphone unit to act as collateral, because the rental period had already passed the agreed agreement. The guarantee for 1 (one) cellphone unit is taken as collateral so that the renter can immediately pay the rental fee which is 2 days in arrears as well as compensation costs for delays in returning the car with a total cost of Rp. 600,000 (six hundred thousand rupiah).

Furthermore, after renter B had paid in full all the costs that were a loss to Hidro Rent Car and Tour Jogja, the settlement efforts made between the two parties were resolved by deliberation and not resolved through legal channels.

In the dispute resolution process, Hidro Rent Car And Tour Jogja prioritizes resolution through consensus deliberation, which is an internal effort between the company and the renter. This is intended to: (1) Maintain good relations between renters and Hidro Rent Car and Tour Jogja; (2) As a fast and cheap settlement method compared to legal proceedings.

Both parties avoided attempts to resolve the issue through the courts. It is true, resolving disputes through court can be very expensive. Legal resolution will also take a long time and must go through procedures that are considered impractical.

Efforts to resolve disputes in court are the last resort to resolve problems that arise when renting a car at Hidro Rent Car And Tour Jogja, if deliberation efforts do not produce optimal results.

Thus, the purpose of the agreement between Hidro Rent Car And Tour Jogja and the renter ends, with the renter gaining profits from use of the rented car, and Hidro Rent Car And Tour Jogja obtains a profit from the rental payment.

CONCLUSION

The results of the study carried out by the author regarding the resolution of defaults in car rental agreements between renters and Hidro Rent Car and Tour Jogja, can be drawn as follows:

1. Forms of default committed by the tenant:
 - a. The renter damages the rented car
 - b. The renter is late returning the rented car
2. Settlement carried out by Hidro Rent Car and Tour Jogja in case of default.
 - a. The renter damages the rented car

The settlement effort made between Hidro Rent Car And Tour Jogja and the renter is by means of deliberation, as well as compensating for losses by paying a deposit of Rp. 7,000,000 (seven million rupiah) which is used to pay the cost of servicing the car at the workshop amounting to Rp. 4,755,000 (four million seven hundred and fifty five thousand rupiah) as well as paying daily costs while the car is in the repair shop until the car returns to its original condition worth Rp. 2,245,000 (two million two hundred and forty five thousand rupiah).

- b. The renter is late returning the rented car

The settlement effort made between Hidro Rent Car and Tour Jogja and the renter is by means of deliberation, as well as paying compensation for delays in returning the car and arrears in car payments for 2 (two) days amounting to IDR 600,000 (six hundred thousand rupiah).

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