

Utilization of Instagram Social Media as A Means of Introducing the Ijarah Contract

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Abstract

Leasing or can be called ijarah is one of the products offered to the public, in this case ijarah or leasing is included in the scope of muamalah, so in this ijarah that is usually offered to the community is based on an agreement (contract). Ijarah contract is a contract of transfer of rights to use or a goods and services through rental wages, without being followed by a transfer of ownership of the goods themselves. Application of Ijarah agreement in business matters in the form of land lease, building, services, and others. In business matters also often arise problems in the contract of ijarah. The method used in this service is socialization by delivering materials by uploading on Instagram and discussion in the form of a question-and-Answer Session. The purpose of this community service activity is to provide an introduction to the Ijarah agreement to the general public on social media. With the hope that many people can understand the Ijarah contract according to Islamic law.

Keywords: Muamalah, Ijarah, Contract transfer

Abstrak

Sewa-menyewa atau bisa disebut dengan ijarah merupakan salah satu produk yang ditawarkan kepada masyarakat, dalam hal ini ijarah atau sewa-menyewa termasuk ke dalam ruang lingkup muamalah, jadi pada ijarah ini yang biasanya ditawarkan kepada masyarakat didasarkan kepada sebuah perjanjian (akad). Akad ijarah merupakan akad perpindahan hak guna atau suatu barang dan jasa melalui upah sewa, tanpa diikuti dengan adanya perpindahan kepemilikan atas barang itu sendiri. Penerapan akad ijarah dalam urusan bisnis berupa sewa tanah, gedung, jasa, dan lain-lain. Dalam urusan bisnis juga sering muncul permasalahan dalam akad ijarah. Metode yang digunakan dalam pengabdian ini adalah sosialisasi dengan cara penyampaian materi-materi dengan cara mengunggah di Instagram dan diskusi dalam bentuk sesi tanya jawab. Tujuan kegiatan pengabdian masyarakat ini memberikan pengenalan tentang akad ijarah kepada khalayak umum di sosial media. Dengan harapan banyak orang bisa memahami akad ijarah menurut hukum Islam.

Kata Kunci: Muamalah, Ijarah, Perpindahan Akad

INTRODUCTION

Muamalah is part of the pillars of Islam which also regulates the relationship between one person and another. One of the human activities in the field of muamalah is ijarah. Ijarah is a lease or a benefit from goods and services between the owner of the rental object and the tenant to get a reward in the form of rent or wages for the owner of the rental object.

Imam Shafi'i is of the opinion that the description of the ijarah contract by taking wages in terms of services because services include treatment, for example, a person teaching arithmetic, building buildings, digging graves and so on, such practices are permitted.

According to the DSN-MUI fatwa, the ijarah contract is a contract to transfer ownership of the benefits of an item (object) that is permitted within a certain period of time for a fee (ujrah), without being followed by the transfer of ownership of the item (National Shariah Council, n.d.-a). This ijarah transaction is based on the transfer of benefits (usage rights), not the transfer of ownership (property rights). The object of the transaction is goods and services (Hayati, 2014); ijarah, pure rent.

Ijarah itself is one of the activities that we often hear and encounter in everyday life. Ijarah which we know is a lease, very often this rental helps in our lives. With the existence of this lease or rental, many people who sometimes cannot buy an object for their needs, usually choose to rent it.

As a general transaction, ijarah has certain rules. However, most ijarah actors carry out transactions based only on prestige or because it has become a habit, without knowing about the legal basis and rules that apply to the ijarah.

The implementation of the ijarah contract becomes valid if it is carried out in accordance with the applicable provisions and rules stipulated in Islamic law. This means that the implementation of the ijarah contract must fulfil the terms and conditions of the rental transaction or ijarah contract.

Secondary data is power obtained indirectly. That is, the data collected is processed and presented by another party, usually in a publication or journal. In the research, secondary data was obtained using journal methods, theses and DSN-MUI fatwas related to the ijarah contract.

In carrying out this research, the author has looked at several previous research results that can support the research results, including the following:

1. Saprida (Indo Global Mandiri College of Economics and Sharia Business, Palembang), Zuul Fitriani Umari (Raden Fatah State Islamic University, Palembang), Zuul Fitriana Umari (Tridinanti University, Palembang). Journal title Socialization of Ijarah in Islamic Law.

According to research results from Saprida, Zuul Fitriani Umari, Zuul Fitriana Umar, in the socialization of the service the author carried out was to introduce the meaning of ijarah, the legal basis of ijarah, the pillars of ijarah, the application of the ijarah contract to sharia financial institutions and the end of the ijarah contract, in this service the authors This research can increase the knowledge of recitation mothers that the correct implementation of ijarah will improve the economy of all recitation mothers at Al-Mughtar Gotong Royong IV Mosque, Suka Maju Village, Sako District, Palembang who take part in the socialization of ijarah in Islamic law.

IMPLEMENTATION METHOD

The method for implementing this activity is to provide basic material related to the Ijarah contract. The implementation will go through the following stages:

1. The first stage of community service activities is the preparation stage, including material preparation, material preparation is carried out using the Canva application. There is material regarding the meaning of ijarah, the legal basis for ijarah, the pillars of ijarah, and the end of the ijarah contract.
2. The second stage of community service activities is the implementation stage, namely by uploading material to the accounts of each community service group and distributing links via Twitter and WhatsApp.

The final stage of community service activities is a question-and-answer session with the community who ask questions related to the material that has been presented.

RESULT AND DISCUSSION

Community service activities carried out by the community service group in the form of disseminating material by uploading on Instagram. This activity lasted for 2 days, on the first day on June 18, 2023, and the second day on June 19, 2023, the material was disseminated on Instagram social media and the distribution of links on Twitter and Whatsapp as a means of expanding community reach. The next session is a material discussion regarding the material that has been uploaded through comments on the Instagram application.



The from figure 1. discussion session 1 of the community service group gave the response "according to Malikiyah ulama, the perpetrator is not required to attain puberty because puberty is a requirement for continuity (nafadz). Thus, if a child who is mumayyiz rents himself out (as labor) or the goods he owns, then the law of the contract is valid, but for its continuity he is waiting for his guardian's permission.

But wouldn't it be better if the perpetrator was someone who had reached puberty. Meanwhile, according to Hanafiah scholars, the conditions related to aqid (implementation of ijarah) are being sensible and mumayyiz (able to differentiate between what is haq and

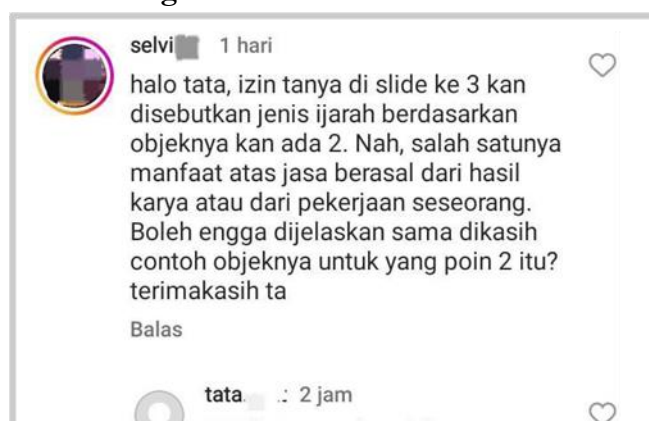
falsehood) and attaining maturity according to Syafi'iyah and Hanabilah. "Thus, the Ijarah contract is invalid if the perpetrators (Mu'jir and Musta'jir) are crazy or still underage.

Figure 2. Discussion Session 2



From figure 2, discussion session 2 the community service group responded to the attached question "ijarah contracts based on the leased object are divided into two, namely benefits for immovable or movable assets and benefits for services. If the type of ijarah contract is for the benefit of immovable assets such as houses, clothes, or movable assets such as motorbikes and cars. Now, if the type of ijarah contract is for the benefit of service.

Figure 3. Discussion Session 3



From figure 3 of discussion session 3 we responded "The meaning of the benefit of the services of someone's work or work is that ijarah is used to obtain services from someone by paying a fee for these services. For example, sewing clothes, repairing goods, and building buildings."es, it can come from the work or work of a person".

Figure 4. Discussion Session 4



Response to question figure 4. discussion session 4, "Well before that I apologize for the mistake in the 4th slide, it should not be the type of ijarah based on the object but the division of ijarah according to PSAK 107.

1. Ijarah is the leasing of an ijarah object without transferring the risks and benefits of ownership of the related asset, with or without a wa'd to transfer ownership from the owner to the lessee at a certain time. For example, a person pledges his motorcycle to a bank for a loan. The right to use the motorcycle is transferred to the bank, but not the ownership. After the customer repays the loan, the right to use the motorcycle returns to the customer.
2. Ijarah Muttahiya Bin Tamlik (IMBT) is ijarah with the wa'd of transferring ownership of the asset at a certain time. For example, Andi wants to buy a shophouse to open a clothing shop business, with the price of the shophouse being 60,000,000, but Andi only has Rp. 15,000,000, Andi goes to a sharia bank to finance his business by conducting an Ijarah IMBT transaction. After the evacuation of Andi's business was approved by the Islamic Bank, and the Islamic Bank would buy the Shophouse, then the Islamic Bank leased the Shophouse to Andi. So, Andi had to pay Shophouse Rent to the Islamic Bank of Rp. 5,500,000 / month. So, the total rent that must be paid by Andi for one year is Rp. 66,000,000. when the lease period expired, the Shophouse changed ownership to Adi. Description: Price of one Shophouse: Rp-60,000,000 1-month rental fee: Rp-5,500,000 x 12 (Months) = Rp-66,000,000 so, Total rent for 1 year: 66,000,000 (The 6,000,000 is the rental profit from the Islamic Bank)
3. Sale-and-ijarah is a transaction of selling ijarah assets to other parties and then leasing back the ijarah assets that have been sold.

Example of sale:

- I sold a Toyota Avanza car in 2018 at a price of IDR 150 million.
- Astra Property sold an apartment in the Sudirman area, Jakarta at a price of IDR 150 million.

Example of ijarah:

- I rent out my house with a rental fee of IDR 5 million per month.
 - In an ijarah contract, a leasing company leases a car to a private person by paying a down payment and monthly rental fees for 3 years. After the ijarah period ends, the car is taken back by the leasing company.
4. Subsequent Ijarah is a further lease to another party of an asset that was previously leased from the owner/lessor. An example of advanced ijarah:
- Islamic banks provide ijarah on motor vehicles, such as cars and motorcycles, by giving the option of monthly or annual rental payments.
 - The government leases land to be used as an industrial or agricultural site under an ijarah contract for 10 years or more.
 - Jaya Convection provides sportswear for rent to individuals or clubs through an ijarah service with monthly or annual rental payments.
 - What all of the above points mean is where Company A leases its assets to Company B for a certain period of time with agreed rental payments. This agreement can be extended or terminated in accordance with the terms of the agreement.

Figure 5. Discussion Session 5



The response to the question in figure 5. discussion session 5 is "Hello ariya, so if one of them dies, both from the mujjir (renter/service provider) and mustajir (tenant/service user), the ijarah contract ends, unless the heirs are willing to continue the contract, the ijarah contract can still continue.

Figure 6. Discussion Session 6



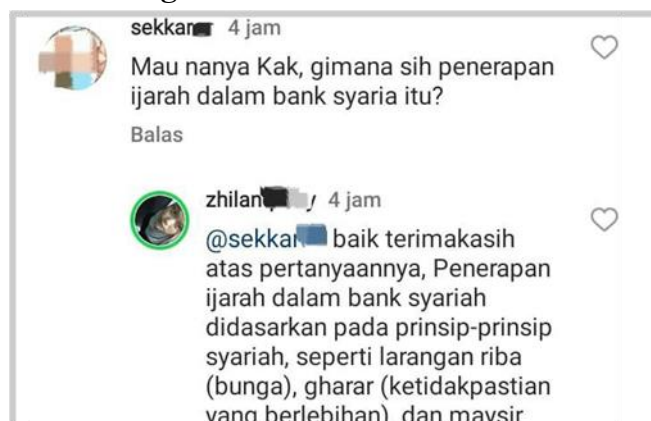
The response to question figure 6. discussion session 6 is "to determine the agreement containing the lease, it is necessary to pay attention to the substance of the agreement, Thank you".

Figure 7. Discussion Session 7



The response to the question, figure 7. discussion session 7, which is "Well sis, thank you for the question, I'll explain first, according to Sayyid Sabiq, ijarah becomes valid with ijab and qabul, the phrase rent or something related to it, and any expression that can indicate this. The two parties to the contract are required to be capable, that is, both of them are sensible and can distinguish between good and evil. If one of the contractors is insane or a child who has not yet mumayyiz, then the contract is invalid. Imam Shafi'I added one more pillar, namely that the contract should be concluded by a child, even if he is able to distinguish between the two, so that the contract is invalid".

Figure 8. Discussion Session 8



Responses to questions figure 8. discussion session 8 is "OK, thank you for the question. The application of ijarah in Islamic banking is based on sharia principles, such as the prohibition of riba (interest), gharar (excessive uncertainty), and maisir (gambling). Islamic banks act as owners of assets and rent them out to customers using the ijarah principle. The process and details of implementing ijarah in Islamic banks can vary from one Islamic financial institution to another, depending on the policies and procedures followed by each Islamic bank. It turns out that the ijarah contract is not only used in the sharia banking system, but also in the sharia capital market system. "This implementation creates innovation in the principles of ijarah, such as the ijarah contracts, ijarah, bit tamlik, sukuk ijarah and sukuk ijarah SBSN, in the implementation of which there are several special rules that regulate these matters to remain based on sharia principles".

CONCLUSION

Based on several activities that have been carried out in community service on ijarah in Islamic law on Instagram, several conclusions can be drawn that this activity is very beneficial for the people who participate in the socialization of renting or ijarah in Islam, this community service activity also introduces the general public to the understanding of ijarah, the legal basis for ijarah, the pillars of ijarah, and the end of the ijarah contract, increasing public knowledge that in Islam there is also renting.

The implementation of community service in disseminating rental material or ijarah in Islam on Instagram social media has generally gone well. However, there are several things that are noted after the activity, namely the lack of spreading links to social media is not wide enough and the target chosen by the servant is too broad.

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