



Akad Ijarah: Multijasa Financing Mechanism In Baitul Maal Wa Tamwil (BMT)

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Abstract

Purpose - The purpose of this research is to find out how the mechanism of multijasa financing using ijarah contract and the determination of ujarah which is related to Fatwa DSN-MUI at KSPPS BMT DAMAR Fatmawati Branch Office, Semarang City.

Method - The method in this research is qualitative case study type. Data were obtained through observation, interviews and documentation. Furthermore, the collected data were analyzed descriptively.

Result - The results of the study state that the practice of ijarah contracts in multijasa financing at KSPPS BMT DAMAR KC Fatmawati includes: 1.) BMT acts as a provider of funds; 2.) BMT provides funds to realize the object of member rent, such as education costs, childbirth, home renovations, renting a shop. Then, the funds are handed over to the member; 3.) members can return the funds in installments. While on the determination of ujarah/fee, the BMT is guided by the nominal amount. The amount of ujarah is clearly stated at the time of the contract execution. This means that KSPPS BMT DAMAR KC Fatmawati is also a mediator between members and renters through a number of financing submitted by members. This is not in line with the obligations of sharia financial institutions, namely providing the leased goods or services provided as stated in Fatwa DSN-MUI No.09/DSN-MUI/IV/2000.

Implication - This research was conducted to provide an overview of the practice of ijarah financing and the determination of ujarah at BMT and see the relationship based on Fatwa DSN-MUI Number 44 of 2004.

Originality - There have been many discussions about ijarah contracts in sharia microfinance institutions/Baitul maal wat tamwil (BMT). However, there are still few who discuss multijasa financing with ijarah contracts correlated with DSN-MUI Fatwa Number 44 of 2004.

Keywords: Contract, Ijarah, Multijasa, Financing BMT.



Introduction

Humans as social creatures cannot live without the presence and role of others. And this has become *sunnatullah* (Witro et al., 2021) The goal is to socialize and even work together to meet the needs of life in the *muamalah* frame (Sidqi & Witro, 2020). The existence of diverse human needs and desires does not necessarily lead to good conditions, sometimes humans do not have enough funds or expertise to meet all their needs. Because in fact, people's lives are divided into two criteria, namely people with excess and lack of funds. Thus, there are bank or non-bank financial institutions, both conventional and sharia, which are intermediaries between the two groups (Santoso et al., 2015).

Baitul Mal wat Tamwil or BMT is part of a non-bank financial institution based on sharia. Specifically, (Salman, 2012) defines BMT as a microfinance institution that has the legal entity of a sharia cooperative and adapts the banking operational system. Although adapting the banking system, there are differences, which are located in contracts based on sharia principles, including the sale and purchase system (*murabahah* and *bai 'bitsaman ajil*), profit sharing system (*musyarakah* and *mudharabah*), rental system (*ijarah*), fee system (services) and non-profit system (*qardhul hasan*) (Faqih et al., 2021). The presence of BMT is able to help the economy of both middle and lower class people who are beyond the reach of banks, such as KSPPS BMT DAMAR in West Semarang City. One of the service products offered by KSPPS BMT DAMAR is *multijasa ijarah* financing.

KSU BMT DAMAR (Dana Mardhatillah) was established on July 29, 2003 on Jl. Wismasari Raya No.9 Ngaliyan Semarang. KSU BMT DAMAR (Dana Mardhatillah) was established and opened by the Deputy Governor of Central Java 1, namely Dr. H. Ahmad and Dr. B. Ali Mufiz, MPA. as the former Governor of Central Java. BMT DAMAR is included in the sharia microcredit institution authorized by the Decree of the Minister of State for Cooperatives and Small and Medium Enterprises of the Republic of Indonesia. No.180.08/1016.23/XII/2003 PAD:08/180.08/PAD/XIV.34/III/2016. Along



with its development, KSPPS BMT DAMAR opened a branch on Jl. Famawati Semarang City which has similar products, one of which is a financing product with a multijasa ijarah scheme.

Generally, Muslims who need funds tend to choose sharia financial institutions that have financing services, namely ijarah contracts as multijasa financing. This financing is different from the concept and system of conventional bank loans, which are predicted to drive the business sector because they have advantages over other forms of Islamic financing. The advantage is that in starting a business, entrepreneurs do not need to own goods as capital, but can make a lease agreement with a sharia bank so that entrepreneurs are not burdened with collateral obligations. In addition, the object of the transaction is in the form of services, such as the benefits of goods or labor. That way, Islamic banks can provide services for those who need services (Muhayatsyah, 2019) Thus, financing with an ijarah contract is more attractive than other types of financing, namely mudharabah and musyarakah (Ayu & Yazid, 2022). This also happened at KSPPS BMT DAMAR Fatmawati Branch Office in 2021, where the number of members for ijarah financing was the most attractive compared to other financing models.

Even so, ijarah mutijasa financing at KSPPS BMT DAMAR KC Fatmawati still has serious challenges, namely dealing with people who have low knowledge about this financing. Indonesian people tend to choose mudharabah in terms of financing. (Karnadi, 2022) states that the most popular sharia banking financing product in Indonesia in 2021 is murabahah, followed by musyarakah, qard, mudharabah, then ijarah, istishna and multijasa. This means that ijarah and multijasa financing are less attractive to Indonesians. In fact, in general, murabaha financing is similar to ijarah financing, which includes natural certainty contracts and sale and purchase contracts. However, the difference lies in the transaction object. The transaction object in murabahah financing is in the form of goods, such as cars, houses, land, motorcycles, and so on. Thus, this service is limited to the needs of goods only.



The discussion on ijarah contracts in multijasa financing is not the first. Rather, there have been previous studies that discuss similar matters, such as (Khasanah & Mustaqim, 2020), (Farid, 2015), (Faqih et al., 2021). Unfortunately, there are still few who correlate it with Fatwa DSN-MUI. Moreover, making Baitul mal wat tamwil as an object of study.

Regarding the importance of financing using ijarah contracts in the business of milro sharia financial institutions, of course, it is necessary to know the financing mechanism or system. The mechanism must be based on shari'ah principles including the principle of prudence. Based on the background of the problem, the author feels the need to conduct research in accordance with the above problems.

Literature Review

Multijasa Financing

In simple terms, (Muhammad, 2005) defines financing as the financing of the provision of one party to another party to realize the planned capital investment, either alone or in an institution. Not far from this, (Veithzal & Arifin, 2010), states that financing is the provision of a sum of money in a lending and borrowing agreement at a certain time with certain rewards / profit sharing between banks or other financial institutions and other parties.

Meanwhile, multijasa financing is the distribution of funds with financing using an ijarah contract in channeling financial services, including: provision of education, health, food & beverage services, Hajj or Umrah travel, tourism and others (Khasanah & Mustaqim, 2020). In line with this, (Farid, 2015) adds that multijasa financing is also included in consumptive financing where rental properties are often in the form of consumer needs such as home renewal, education, Umrah and Hajj, health care, and tourism. (Dariana & Ismanto, 2020) also emphasized that multijasa financing is in the form of providing funds or bills and the like with an Ijarah contract through an agreement between the bank and the customer, then the customer returns the loan according to the agreed contract.



Generally, multijasa financing in Islamic banks and Islamic financial institutions uses the Ijarah contract financing scheme (Dariana & Ismanto, 2020). The benefits of this multijasa financing are in the form of service fees (ujrah) or fees in the form of a pre-agreed nominal (Khasanah & Mustaqim, 2020).

The characteristics and system of multijasa financing in accordance with the provisions of the Ijarah contract are: 1.) The bank acts as a provider of funds; 2.) the provision of funds is intended for the procurement of lease objects ordered by customers; 3.) customers return bank funds in the form of installments (Dariana & Ismanto, 2020)

Multijasa financing is regulated in Fatwa DSN-MUI Number: 44/DSN-MUI/VII/2004. Among the contents of the fatwa include: a. general provisions, in this aspect several things are mentioned, namely: 1.) Multijasa financing is permissible (jaiz) by using ijarah or kafalah contracts; 2.) In the event that a Sharia Financial Institution (LKS) uses an ijarah contract, it must follow all the provisions in the ijarah fatwa; 3.) If the Sharia Financial Institution (LKS) uses a kafalah contract, it must follow all the provisions in the fatwa kafalah; 4.) In both multijasa financing, the Sharia Financial Institution (LKS) can obtain service fees (ujrah) or fees; 5.) The amount of ujarah or fee must be agreed upon at the beginning and stated in nominal form and not in percentage form ". Then on the aspect of problem solving, it is explained that "If one of the parties does not fulfill its obligations or if there is a dispute between the two parties, then the settlement is carried out through the Sharia Arbitration Board after no agreement has been reached through deliberation". Finally, in the closing section, it is emphasized that "This Fatwa is valid from the date of its enactment, provided that if in the future it turns out that there is an error, it will be amended and perfected accordingly" (Khotibul Umam, 2016).

Ijarah Contract

In language, Ijarah from the word al-ajru, which means al-iwadhu (wages or compensation). In Arabic, it is known as a type of benefit rental contract in exchange for a certain amount of money (Sabiq, 2007). There are several



different definitions of *ijarah* based on the terminology of *fiqh* scholars, such as Hanafiyah scholars defining it as: "a transaction for a benefit in return (Al-Kasani, n.d.). Then, the Shafi'iyah scholars as "a transaction on a benefit that is intended, certain, permissible, and can be utilized with a certain reward" (Al-Syarbaini al-Khathib, 1978). Finally, the Malikiyah and Hanbali scholars stated that "*ijarah* is the possession of the permissible benefit of something within a certain time for a fee"(Qudama, n.d.).

(Sudarsono, 1992) said that *ijarah* is a contract with the aim of taking the benefits of goods or services received from other parties by paying *ujrah* based on agreement, the willingness of both parties and fulfilling the predetermined terms and conditions. Muljono (2015) adds that *ijarah* is a type of distribution of funds to transfer the right to benefit from an item given for a certain period of time which later pays rent (*ujrah*), between the lease provider (*mu'ajjir*) and the lease recipient (*musta'jir*) without being followed by the transfer of ownership rights to the object itself. Meanwhile, based on the DSN MUI fatwa No.112/DSN-MUI/IX/2017, the *ijarah* contract is a lease contract carried out by *mu'jir* and *musta'jir* to exchange benefits for goods with *ujrah*.

Referring to the definition of *ijarah* above, *ijarah* simply refers to a contract that involves the exchange of the benefits of a good or service for money (*ujrah*). That is, *ijarah* is selling the benefit of a good or service, not selling the *'ayn*.

In general, the law of *ijarah* is permissible. This legality is important for the continuity of a contract. According to most scholars, the law of *ijarah* is permissible and is carried out according to the rules set by *Shara'*. The legal basis for *ijarah* is contained in the Al-Quran and *sunnah*. Allah swt says in Al-Quran letter al-Baqarah verse 233.

"And if you want your children to be suckled by others, then there is no sin on you if you give payment according to what is appropriate. Fear Allah and know that Allah sees what you do".



The meaning of the phrase "if you give proper payment", explains the payment of wages for the use of services in leasing activities. So this verse is used as a legal basis in the ijarah contract (Polindi, 2018).

In addition to Q.S al-Baqarah verse 233 is also found in QS. Ath-Thalaq: 6, meaning: "Then if they nurse your children for you, then give them their wages". In the phrase "give them their wages", mentioning the services provided so that the obligation to pay wages (fees) properly. Wages in this verse is a general word which means it applies to all types of leasing (ijarah) (Tehuayo, 2018).

Furthermore, the legal basis for the hadith is: "Indeed, the Prophet (peace and blessings of Allah be upon him) and Abu Bakr Shidiq (may Allah be pleased with him) hired a man from Banu ad-Dail named Abdullah ibn al-uraiqth" (HR Bukhari). This Hadith shows the permissibility of ijarah based on the fi'liyah Hadith of the Prophet who hired and paid a guide who guided the Prophet's journey with Abu Bakr.

In addition, the legality of ijarah can also be found in DSN MUI Fatwa No.112/DSN-MUI/IX/2017 concerning legal provisions and forms of ijarah. This fatwa explains that ijarah contracts can be realized with ijarah 'ala ala'yan and ijarah 'ala al - a'mal / ij arah' ala al -asykhash or in the form of ijarah tasyghiliyyah, ijarah vomiiyyah bi al-tamlik (IMBT), and ijarah maushufah fi al-dzimmah (IMFD).

According to the Hanafiyah scholars, an ijarah contract has only one pillar, namely *sighat* (ijab and qabul) (Harun, 2007). However, the majority of scholars mention four, including: the contracting parties, the rent/reward, the benefit, and the *shighat* (Ijab and Qabul) (Santoso et al., 2015). Meanwhile, Fatwa DSN-NUI No. 09/DSN-MUI/VI/2000 includes *sighat*, parties to the contract, and the object of the contract (benefits of goods and rent; or benefits of services and wages).

Furthermore, the provisions of the object in ijarah are: 1.) The object of ijarah is the benefit of the use of goods and/or services; 2.) The benefits of goods and services must be measurable and practical in the contract; 3.) The



benefits of goods or services must be permissible (halal); 4.) The ability to fulfill the benefits must be factual / real and in accordance with sharia; 5.) Benefits must be specifically identified to avoid ignorance (lack of knowledge) leading to litigation; 6.) The benefit must be clearly stated, including its timing. It can also be recognized by physical specification or identification; 7.) Rent or wages are things that are promised and paid by the customer to the LKS as payment for benefits; 8.) Payment of rent or wages may take the form of services (other benefits) of a similar type to the object of the contract; 9.) Flexibility in determining rent or wages can be realized in terms of time, place and distance.

According to Islam, the main principles that must be met in ijarah transactions are as follows:

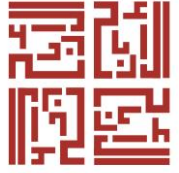
The services transacted are halal services such as expertise to produce basic needs including food, clothing, household appliances and others. In contrast to ijarah activities for expertise in making alcohol, drugs and drugs or things related to usury. Then this is not allowed.

Fulfilling the legal requirements of ijarah transactions, namely a) The person who makes the contract must be *mumayyiz*, meaning that he is able to distinguish between good and bad. b). there is willingness or willingness on the part of the parties to the contract.

Ijarah financing must follow clear terms and conditions to avoid differences between the two parties to the transaction. Ijarah is the utilization of something that is contracted. When the ijarah contract is related to the *ajir*, the intended benefit is his energy. So it is necessary to explain the form and type of work, the period of work (*muddah al-amal*), the wage (*ujrah*), and the energy devoted (*al-juhd alladziy yubdzalu fii al-amal*) (Shalahuddin, 2007).

Furthermore, the obligations of sharia financial institutions in ijarah financing include: 1.) Provide the goods leased or services provided; 2.) Bear the cost of maintaining the goods; 3.) Guarantee if there are defects in the leased goods.

Ijarah is not binding until the end of life, but can end based on certain criteria, including: a. The object is lost or destroyed b. the expiration of the



agreed time. The object is lost or destroyed b. The end of the agreed time. If the object of the lease is a house, then the house is returned to the owner, but if what is rented is a service then the hirer is entitled to receive his wages. This is the consensus of all fiqh scholars. c. Hanafiyah scholars are of the opinion that if one of the contracting parties dies, the contract ends. This is because, according to them, ijarah contracts cannot be inherited. Meanwhile, according to the majority of scholars, ijarah contracts can be inherited if one of the contractors dies. And d. if one of the parties has an excuse (Harun, 2007).

Baitul Maal wat Tamwil (BMT)

The term Baitul Mal Wa Tamwil (BMT) is rooted in two Arabic words, namely bayt al-mal and bayt al-tamwil. Bayt al-mal is a combination of the words bayt and al-mal. Bayt means "building or house", and mal means "treasure". So, bayt al-mal is an institution / agency responsible for the wealth / assets of the state (finance), including income, management, expenditure and others. That way, bayt al-mal is more focused on collecting and distributing non-profit funds, such as zakat, infaq and shodaqah. Meanwhile, bayt al-tamwil means a private property storage house managed by an institution (Nasution, 1992).

Seeing the above definition, the term BMT according to (Lubis, 2000; Saputra, 2017) means a group of people who help each other and work together to manage financial service resources with the aim of encouraging and developing productive businesses and improving the lives of members and their families. More fully, (Sofhian, 2017) mentions BMT as a microfinance institution whose operational activities are based on the principle of profit sharing, helping MSMEs to grow and develop, as well as trying to improve the economy and help people in need.

Institutionally, BMT is supported by the Small Business Incubation Center (PINBUK) as a primary institution that has one of the missions of giving birth to small businesses (Saputra, 2017). BMT seeks to accommodate the economic interests of the community by playing a role in fostering and funding in accordance with sharia provisions. Not only that, BMT as a sharia microfinance



institution that has the advantage of intersecting directly with the lives (economy) of small communities, also carries out a religious mission in people's lives (Anwar, 2013).

Furthermore, the operational principles of BMT according to (Sudarsono, 2005) consist of: 1. buying and selling system; this system requires BMT to buy products (goods) from producers, then sell the goods to members with added mark-up. 2. non-profit system. This means that BMT has social and non-commercial financing, so that customers only need to return the debt with the principal amount. 3. joint venture contract; this contract is a cooperation contract between two or more parties in which each party contributes to the capital (in various forms) with an agreed profit/loss sharing agreement. 4. financing products; financing aims to provide loans to customers based on a loan and borrowing agreement between BMT and another party. Then, obliges the borrower to repay the debt along with profit sharing at a certain period of time.

(Muhammad, 2000) emphasizes that in its operational implementation, BMT must follow the rules of Islamic law. So, in practice there are things that need to be considered, including: first, does not contain usury. This can be done by avoiding the use of percentage systems on debt transactions or the provision of rewards / wages. Second, implementing a profit-sharing and trading system. The aim is to encourage the production of goods/services, smooth flow of goods/services, avoid misuse of credit, speculation, and inflation. This is based on the Qur'an Surah al-Baqarah: 75 and al-Nisa': 29.

Methods

This research is a qualitative research in the form of a case study. As a practical source, the research was conducted at one of the sharia microfinance institutions, namely Baitul Mal wa Tamwil (BMT) Damar Fatmawati Branch Office, Semarang City. This is done to obtain data through observation, interviews, and documentation. Furthermore, the data collected will be analyzed descriptively.



Results and Discussion

Multijasa Financing Practices with Ijarah Akad at KSPPS BMT DAMAR Fatmawati Branch Office

The existence of BMT in an area aims to be able to support the economic activities of the lower middle class community in accordance with the guidance of Islamic law (Anwar, 2013). This form of support can be implemented in the form of financing. One of the financing needed by the community in everyday life besides buying and selling (murabahah) is ijarah (leasing). This agreement is realized if it meets the terms and conditions of ijarah. However, under certain conditions a contract can end before it is completed (Frastawan et al., 2020).

This financing arises from the background of the community's need for the benefits of goods and services that are not accompanied by financial capacity. It is different if the community is in a financially capable condition, it will fulfill its needs directly without going through intermediaries, namely bank and non-bank financial institutions, both sharia and conventional. Thus, the practice of ijarah that occurs is a change in the method of paying rent from cash in advance (bank with the owner of the goods) to installments (bank with customer) according to an agreed period of time (Ascarya, 2013).

One form of financing with an ijarah contract is multijasa. General requirements that must be considered in multijasa financing include: a. the form of service of the sharia'ah bank or sharia'ah financial institution in multijasa financing can be in the form of education, health, employment and tourism to customers. b. the reward obtained by the sharia'ah bank or sharia'ah financial institution is in the form of service fees (ujrah) or fees. c. The amount of ujarah / fee must be agreed upon at the beginning and stated in nominal form (not percentage) (Ifham, 2015). At KSPPS BMT DAMAR KC Fatwamati, this financing has been running since 2010. The financing uses an ijarah contract, which is a contract that aims to transfer the use rights (benefits) of an item or service through rental payments at a certain time. The financing is in the form of education, childbirth, home renovation, or debt repayment at



other financial institutions. As a result of the financing, the BMT earns *ujroh/fee*.

The process of applying for *multijasa* financing at KSPPS BMT DAMAR KC Fatwamati is: a. Prospective members come to the KSPPS BMT DAMAR KC Fatwamati office with the requirements for applying for financing. b. prospective members fill out the financing application form provided by KSPPS BMT DAMAR KC Fatwamati, c. The KSPPS BMT DAMAR KC Fatwamati office analyzes and surveys the feasibility of financing the prospective members with the following requirements KSPPS BMT DAMAR KC Fatwamati analyzes and surveys the feasibility of financing a prospective member with 5C + 1S, namely assessing the character or personality of the prospective member (character), the ability of the prospective member to return the financing (capacity), how much the value of the collateral / collateral provided (collateral), how the economic condition of the prospective member (condition), capital (capital) and sharia. This is done to minimize the risk of financing provided to members, such as bad credit or other problems. Furthermore, d. KSPPS BMT DAMAR KC Fatwamati will make a contract and explain the member's obligations including administrative costs, *ujrah*, and others. Finally, e. Financing funds can be disbursed immediately after the member makes a contract.

So far, the number of *multijasa* financing enthusiasts at KSPPS BMT DAMAR KC Fatmawati in 2021 is approximately 250 members. This proves the existence of KSPPS BMT DAMAR KC Fatmawati due to its strategic location, namely in the market area which is the center of community gatherings with various economic levels and funding needs. On the other hand, KSPPS BMT DAMAR KC Fatmawati has also implemented three important things according to (Dariana & Ismanto, 2020), including: 1.) BMT acts as a provider of funds in *Ijarah* transactions with members. 2.) BMT provides funds to realize the provision of lease objects ordered by members. In this category, the BMT emphasizes the existence of real benefits for the tenant and must also be in accordance with sharia. For example, it may be for education costs, labor costs (childbirth), home renovations, renting a shop that is then for the member's



business. If the prospective member does not meet these criteria, then the provision of financing will be re-evaluated (Khasanah & Mustaqim, 2020). Then, the financing funds are delivered by two methods. If the BMT has cooperated with the leasing party, then the payment is given to the third party accompanied by the member. However, if the BMT has not cooperated with the lease provider, then the disbursement of funds is given directly to the new member and then the member pays the third party. And, 3.) members can return financing funds in installments.

Ujrah Determination System on Ijarah Agreement at KSPPS BMT DAMAR Fatmawati Branch Office

The existence of benefits for goods or services is one of the factors in determining ujrah at KSPPS BMT DAMAR KC Fatmawati in multijasa financing with an ijarah contract. The amount of ujrah is made in accordance with the agreement. KSPPS BMT DAMAR KC Fatmawati sets the ujrah using a nominal amount not a percentage, but this ujrah can be flexible according to the level of speed of the member in returning funds. This means that there is no absolute limit to the provisions for taking the ujrah itself, but the ujrah must be agreed upon by all parties and during the installment payment period it must not change. In DSN-MUI Fatwa No. 44/DSN-MUI/VII/2004 concerning Multijasa Financing, it is explained that Sharia Financial Institutions (LKS) use an ijarah contract, so they must follow all the provisions in the ijarah fatwa and LKS will get a certain amount of ujrah/fee. The amount of ujrah or fee must be agreed upon at the beginning and stated in nominal form and not in percentage form (Khotibul Umam, 2016).

However, if there are things that happen that require the ujrah to be reviewed. This is explained in DSN-MUI Fatwa No. 56/DSN-MUI/V/2007 concerning the provisions of ujrah review in Islamic Financial Institutions. This fatwa explains that the ujrah in ijarah must be agreed upon at the time of the contract, but under certain conditions sometimes one or the parties consider it necessary to review the amount of ujrah. The ujrah review itself is a review of the amount of ujrah in the ijarah contract between the Sharia Financial



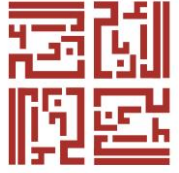
Institution (LKS) and the customer after a certain period. The ujarah review may be carried out between the parties to the ijarah contract if there is a change in the period of the ijarah contract, there is an indication that a loss will arise if the ujarah review is not carried out and can be agreed upon by both parties.

Based on the above statement, it can be concluded that the determination of ujarah made by KSPPS BMT DAMAR KC Fatmawati is based on the nominal. From the initial installment payment period until completion, the amount of ujarah does not change or is the same nominal. However, KSPPS BMT DAMAR KC Fatmawati will provide ujarah relief for customers who are able to complete installments faster than the predetermined period. This is a form of appreciation from KSPPS BMT DAMAR KC Fatmawati and part of the effort to attract new members.

However, specifically for Hajj and Umrah financing, the ujarah given is less compared to other types of financing such as education, home renovation and so on. This is because the financing period for Hajj and Umrah deposits is longer than the others. Thus, it can be seen that the ujarah that must be paid by members is always different, depending on the amount of financing taken and the period of speed in returning the financing funds.

Relevance of DSN-MUI Fatwa No. 44/DSN-MUI/VII/2004 concerning Multijasa Financing at KSPPS BMT DAMAR Fatmawati Branch Office

Multijasa Ijarah began to develop in Indonesia after the DSN-MUI Fatwa Number 44 of 2004 concerning Multijasa Ijarah Financing. The existence of the fatwa was in response to questions submitted from BRI to DSN-MUI regarding permission to issue a multijasa financial fatwa on April 28, 2004 (Rahayu & Nurhasanah, 2020). This multijasa financing is legal (jaiz) through an ijarah or kafalah contract. If an Islamic financial institution uses an ijarah contract, it must fulfill all applicable provisions in the ijarah fatwa. Furthermore, Sharia Financial Institutions (LKS) can obtain service fees (ujrah) or fees. The amount of ujarah must be based on the contract and must be given in nominal form and not in the form of a percentage (Khotibul Umam, 2016).



Multijasa financing using an ijarah contract at KSPPS BMT DAMAR KC Fatmawati is in line with the general provisions in Fatwa DSN-MUI Number 44 of 2004 concerning Multijasa Ijarah Financing. In the first point, multijasa financing uses an ijarah contract. Furthermore, point 2 regarding the provisions of the ijarah contract stated in DSN-MUI FATWA NO: 09/DSN-MUI/IX/IV/2000 is in accordance with the terms and conditions of the ijarah contract. Then, the benefits included are clear and do not violate Shari'ah.

Meanwhile, the determination of ujarah, which is carried out by KSPPS BMT DAMAR KC Fatmawati based on a nominal and not a percentage. The amount of ujarah is clearly stated at the time of the contract execution. This amount does not change or is flat until the completion of the contract period. However, if it is found that members complete the financing before the term, they will receive dispensation or a reduction in ujarah payments. This is certainly in accordance with the DSN-MUI Fatwa No. 44/DSN-MUI/VII/2004 in the general provisions section point 5, namely "the amount of ujarah or fee must be agreed upon at the beginning and stated in nominal form not in percentage form".

Unfortunately, KSPPS BMT DAMAR KC Fatmawati has not fully cooperated directly with the leaser or has a business that produces the services needed by members. More cooperation is carried out with producers such as dealers, etc. As a result, there is a disbursement of financing funds that are given directly to members instead of to third parties. This means that KSPPS BMT DAMAR KC Fatmawati is also a mediator between members and owners of goods or services through a number of financing submitted by members. This is not in line with the obligations of sharia financial institutions, namely providing goods or services that are leased / provided as stated in Fatwa DSN-MUI No.09 / DSN-MUI / IV / 2000.

Conclusion

The practice of ijarah contracts in multijasa financing applied at KSPPS BMT DAMAR KC Fatmawati includes: (1) BMT acts as a provider of funds. (2) BMT provides funds to realize the provision of rental objects ordered by



members, such as education costs, childbirth costs (childbirth), home renovations, renting a shop. Then, the financing funds are handed over to members to fulfill their needs. (3) members can return BMT funds in installments. While on the determination of *ujrah*/fee, the BMT refers to the nominal amount. The amount of *ujrah* is clearly stated at the time of contract.

The mechanism of multijasa financing with an *ijarah* contract at KSPPS BMT DAMAR is in line with DSN-MUI Fatwa No.44/DSN-MUI/VII/2004 concerning Multijasa Financing. However, there is one other thing that is not yet in line with the obligations of sharia financial institutions, namely providing goods or services on lease. So, the financing model is not only given directly by the BMT to third parties and members as witnesses. However, there are also financing payments given to new members and then members submit them to third parties. This means that KSPPS BMT DAMAR KC Fatmawati is also a mediator between members and owners of goods or services (third parties) through a number of financing submitted by members.

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