Siyasah Dusturiyah: State Law Review
Published by Yayasan Cerdas Pedia Indonesia
Volume 2 Issue 3, 2026 ISSN (Online) ***3109-9726***
Journal Homepage: **https://jurnal.smartpedia.co.id/index.php/sdlr**

The Implementation of Consumer Protection in Housing Development: Between Norms and Reality

Implementasi Perlindungan Konsumen dalam Pembangunan Perumahan: Antara Norma dan Realitas

Irmawati Dama[1], Mutia Cherawaty Thalib[2], Sri Nanang Meiske Kamba[3]
[1-3]Faculty of Law, Gorontalo State University, Indonesia

Article Info

Corresponding Author:
Irmawati Dama
✉irmadama321@gmail.com

History:
Submitted: 10-10-2026
Revised: 09-11-2026
Accepted: 12-11-2026

Keyword:
Consumer Protection; Pre-Contractual Information Asymmetry; Residential Habitability; Environmental Drainage Infrastructure; Developer Liability.

Kata Kunci:
Perlindungan Konsumen; Asimetri Informasi Prakontraktual; Kelayakan Hunian; Infrastruktur Drainase Lingkungan; Tanggung Jawab Pengembang.

Copyright: © 2026 by the authors. Submitted for possible open access publication under the terms and conditions of the Creative Commons Attribution (CC BY SA).

https://doi.org/10.65101/6y97ef79

Abstract

Normative tension between statutory consumer guarantees of habitable housing and commercial property practices frequently leaves homebuyers exposed to environmental defects, while prior scholarship overlooks the nexus linking drainage functionality with pre-contractual risk disclosure. This socio-legal study evaluated the implementation of consumers' rights to residential safety and truthful information in Padengo Permai 9 Housing, Indonesia, by triangulating statutory norms with field observations and stakeholder interviews. The findings demonstrate that narrow, discontinuous, and partially absent drainage channels cause recurring stormwater inundation across residential roads and yards, infringing homebuyers' substantive right to safe and comfortable habitation. Furthermore, although routine post-handover maintenance transitions to residents, unit handover never extinguishes developer liability for pre-existing construction defects, while omitting material hydrological risks during marketing violates consumers' right to informed transactional choice. This dual-stage protection model establishes conceptual novelty, guiding international legal orders in enforcing mandatory pre-contractual environmental disclosure and infrastructural accountability across residential real estate markets.

Abstrak

Ketegangan normatif antara jaminan perlindungan konsumen atas hunian layak dan praktik komersial properti kerap membiarkan pembeli rumah terdampak cacat lingkungan, sedangkan literatur terdahulu mengabaikan keterkaitan keberfungsian drainase dengan keterbukaan risiko prakontraktual. Penelitian sosio-legal ini mengevaluasi implementasi hak konsumen atas keamanan hunian dan informasi jujur di Perumahan Padengo Permai 9, Indonesia, melalui triangulasi norma perundang-undangan dengan observasi lapangan serta wawancara mendalam para pemangku kepentingan. Hasil penelitian membuktikan bahwa saluran drainase yang sempit, terputus, dan sebagian tidak tersedia menyebabkan genangan air hujan berulang di jalan serta halaman perumahan sehingga melanggar hak substantif konsumen atas hunian aman dan nyaman. Selanjutnya, meskipun pemeliharaan rutin pascaserah terima beralih kepada penghuni, penyerahan unit tidak menghapus tanggung jawab pengembang atas cacat konstruksi bawaan, sedangkan pengabaian informasi material mengenai risiko hidrologis saat pemasaran melanggar hak konsumen atas keputusan transaksi. Model perlindungan dua tahap ini menghadirkan kebaruan konseptual yang memandu tatanan hukum internasional menegakkan keterbukaan lingkungan dan akuntabilitas infrastruktur.

A. INTRODUCTION

1. Background

A profound socio-legal disjunction persists between the statutory mandate of Indonesian consumer protection law to guarantee safe, habitable residential environments (*das Sollen*) and the empirical prevalence of defective environmental infrastructure and pre-contractual informational asymmetry in commercial housing developments (*das Sein*). Under Article 4(a) and Article 4(c) of Law No. 8 of 1999 on Consumer Protection (*Undang-Undang Perlindungan Konsumen* or UUPK), reinforced by the mandatory obligations of commercial good faith under Article 7, business actors are legally required to ensure consumers' rights to comfort, security, and safety while providing truthful, clear, and honest information regarding the condition and warranty of goods and services.[1] In residential real estate transactions, the object of purchase extends beyond an isolated brick-and-mortar structure to encompass an integrated living environment whose long-term habitability depends on functional utility networks, spatial drainage systems, and flood mitigation infrastructure. Empirically, however, housing developers exercise an informational monopoly over topographical planning, hydrological capacity, and technical construction specifications, whereas prospective homebuyers rely almost exclusively on selective promotional representations prior to entering into binding purchase contracts.

This normative-empirical tension materialized concretely in the development of Padengo Permai 9 Housing in Hutadaa Village, Telaga Jaya District, Gorontalo Regency, a residential estate comprising 60 constructed housing units of which 45 are actively occupied. Field investigations reveal severe structural deficiencies within the estate's environmental drainage system: drainage channels across multiple residential blocks are excessively narrow, poorly aligned, or entirely absent, rendering the network incapable of discharging stormwater runoff and causing recurring inundation across access roads and private yards during heavy rainfall. Compounding this infrastructural failure, homebuyers were not provided with transparent pre-contractual disclosure regarding the estate's hydrological vulnerability or drainage limitations prior to executing their purchase transactions, as developer marketing focused solely on building dimensions, pricing, and financing schemes. While the developer maintains that the drainage network

[1] Law No. 8 of 1999 on Consumer Protection, State Gazette of the Republic of Indonesia Year 1999 No. 22, Supplement to the State Gazette No. 3821, arts. 4(a), 4(c), 7.

was constructed in compliance with initial technical plans and attributes the recurring waterlogging to extreme precipitation and natural factors, residents suffer ongoing disruptions to their domestic safety and property utility—with several consumers confirming that they would not have purchased the units had the flooding risk been disclosed ex ante.

Contemporary legal scholarship between 2020 and 2026 has examined consumer vulnerability in the housing sector across two primary thematic trajectories, yet remains fragmented in addressing the nexus between environmental infrastructure and pre-contractual risk disclosure. The first scholarly trajectory focuses on contractual asymmetry, developer default (*wanprestasi*), and the erosion of legal certainty during pre-construction financing and title transfer. Investigating pre-project selling arrangements and indent mortgage (*Kredit Pemilikan Rumah* or KPR) disputes, Andalusia et al. and Agani and Kohsad demonstrate that standard-form preliminary sale agreements disproportionately allocate construction and delivery risks onto consumers while restricting access to contractual remedies.[2] Extending this contractual critique, Kurniasari et al. and Irawan et al. establish that unilateral contract alterations and developer defaults in land-lot and housing transactions systematically undermine consumer legal certainty,[3] whereas Millechen and Rasji alongside Rosa and Setiawan analyze the precarious legal position of homebuyers when property developers are declared bankrupt or market residential units entangled in ongoing land litigation.[4] Although this body of literature confirms that structural power imbalances pervade Indonesian real estate transactions,

[2] Andalusia Andalusia, Linda Elmis, and Neneng Oktarina, "Perlindungan Hukum Terhadap Konsumen Dalam Perjanjian Jual Beli Perumahan Dengan Sistem Pre Project Selling di Sumatera Barat," *Unes Journal of Swara Justisia* 6, no. 4 (2023): 358–64, https://doi.org/10.31933/ujsj.v6i4.291; Maliki Sirojudin Agani and Mo'amer Kohsad, "Analisis Yuridis Terhadap Perlindungan Konsumen Dalam Sengketa KPR Sistem Indent," *Sinar Dunia: Jurnal Riset Sosial Humaniora dan Ilmu Pendidikan* 5, no. 1 (2026): 102–12, https://doi.org/10.58192/sidu.v5i1.4207.

[3] Stefany Meylin Kurniasari et al., "Perlindungan Hukum Bagi Konsumen Terhadap Tindakan Sewenang-Wenang Developer Perumahan," *UNES Law Review* 7, no. 1 (2024): 438–43, https://doi.org/10.31933/unesrev.v7i1.2330; Ade Irawan et al., "Wanprestasi Developer Dalam Jual Beli Kavling: Hilangnya Kepastian Hukum Bagi Konsumen: Developer's Default in Land Lot Sales: The Loss of Legal Certainty for Consumers," *Journal Juridisch* 3, no. 2 (2025): 103–11, https://doi.org/10.26623/jj.v3i2.11504.

[4] Evelyn Millechen and Rasji Rasji, "Tanggung Jawab Hukum Pengembang Properti Yang Dinyatakan Pailit Terhadap Pemenuhan Kewajiban Kepada Konsumen Ditinjau Dari Teori Kepastian Hukum," *UNES Law Review* 6, no. 4 (2024): 10702–8, https://doi.org/10.31933/unesrev.v6i4.2046; Juliana Rosa and Andry Setiawan, "Perlindungan Konsumen Terhadap Penjualan Atau Promosi Perumahan Yang Masih Dalam Proses Sengketa Studi Pada Pengadilan Negeri Semarang," *Bookchapter Hukum dan Lingkungan* 2 (2025): 476–89.

its analytical scope remains confined to contractual non-delivery, insolvency, and title disputes rather than post-delivery environmental habitability.

A second scholarly trajectory examines deceptive promotional disclosures and physical estate regulation, yet treats informational duties and environmental infrastructure as separate legal domains. Addressing informational symmetry, Riancana et al. demonstrate that inaccurate commercial advertising distorts autonomous consumer decision-making by concealing product risks,[5] a doctrinal principle that Octari and Atsar operationalize in subsidized housing by showing how discrepancies between promotional brochures and physical building specifications breach statutory consumer rights.[6] Shifting to physical estate governance, Dewantoro et al. establish that a housing developer's statutory responsibility encompasses not only individual residential units but also the provision of communal public facilities (*fasilitas umum*),[7] while Glaksy et al. evaluate the administrative law implications of environmental impact control in regional housing construction.[8]

Despite these foundational contributions, prior literature exhibits a critical socio-legal blind spot: existing scholarship evaluates misleading property marketing solely against physical building specifications or brochure promises, while treating environmental drainage failures either as public administrative compliance issues or as routine post-handover maintenance matters. Prior studies have not systematically integrated the physical functionality of environmental drainage infrastructure with the developer's pre-contractual statutory duty to disclose material environmental hazards—specifically flood and waterlogging risks—under Article 4(a) and Article 4(c) of Law No. 8 of 1999. Evaluating infrastructural habitability and pre-contractual information disclosure in isolation obscures how a developer's silence regarding hydrological defects

[5] Resti Riancana, Nur Moh Kasim, and Fence M. Wantu, "Perlindungan Hukum Bagi Konsumen Akibat Periklanan Produk Kosmetik," *Jurnal Riset Ilmu Hukum* 7, no. 2 (2023): 115–22, https://doi.org/10.56301/juris.v7i2.1023.
[6] Febby Octari and Abdul Atsar, "Perlindungan Hukum Bagi Konsumen Terhadap Ketidaksesuaian Iklan Perumahan Bersubsidi," *Commerce Law* 5, no. 1 (2025): 210–15, https://doi.org/10.29303/commercelaw.v5i1.3235.
[7] Tri Juniardi Dewantoro, Kurniawan Kurniawan, and Hirsanuddin Hirsanuddin, "Perlindungan Konsumen Terhadap Ketersediaan Fasilitas Umum Perumahan Oleh Developer," *Jurnal Education and Development* 13, no. 1 (2025): 45–52, https://journal.ipts.ac.id/index.php/ED/article/view/7476.
[8] Cendy Glaksy, Lu Sudirman, and Junimart Girsang, "Implikasi Hukum Pengendalian Dampak Lingkungan Dalam Pembangunan Perumahan di Kabupaten Karimun," *Jurnal Komunikasi Hukum (JKH)* 8, no. 2 (2022): 616–24, https://doi.org/10.23887/jkh.v8i2.52002.

vitiates informed consumer consent prior to purchase and undermines legal certainty after handover.

Addressing this scholarly hiatus, the legal novelty of this study lies in constructing an integrated socio-legal framework that links physical environmental functionality (drainage capacity) with pre-contractual material risk disclosure (hydrological transparency) to delineate developer liability under Articles 4(a), 4(c), 7, and 19 of the Indonesian Consumer Protection Law. This article defends the central thesis that functional environmental drainage is an indivisible element of a homebuyer's statutory right to residential comfort, security, and safety, and that foreseeable hydrological or waterlogging risks constitute material facts that developers are legally obligated to disclose prior to contract formation. Consequently, neither formalistic reliance on initial site plans nor the shifting of post-handover routine maintenance onto residents absolves developers of statutory liability when structural drainage deficiencies and pre-contractual informational omissions deprive consumers of habitable housing and autonomous transactional choice.

2. Research Questions

a. How is the consumer's right to comfort, security, and safety implemented with respect to environmental drainage functionality in the development of Padengo Permai 9 Housing under Article 4(a) of Law No. 8 of 1999 on Consumer Protection?

b. How is the consumer's right to truthful, clear, and honest information regarding residential environmental conditions and potential flood risks implemented prior to purchase transactions in Padengo Permai 9 Housing under Article 4(c) of Law No. 8 of 1999 on Consumer Protection?

3. Research Methods

This study was conducted as socio-legal (empirical) legal research designed to evaluate the operational conformity between positive consumer protection norms (*das Sollen*) and their empirical implementation within commercial residential housing development (*das Sein*).[9] Methodologically, the investigation operationalized a statutory

[9] Mukti Fajar and Yulianto Achmad, *Dualisme Penelitian Hukum*, 5th ed. (Yogyakarta: Pustaka Pelajar, 2019), 47–53.

approach integrated with an empirical case approach.[10] The statutory approach was executed by analyzing the normative hierarchy and substantive obligations codified in national consumer protection and housing legislation, while the empirical approach examined how those statutory mandates operated in actual pre-contractual marketing practices and physical drainage delivery at the research site.

First, regarding the empirical locus and sources of legal materials, fieldwork was carried out at Padengo Permai 9 Housing in Hutadaa Village, Telaga Jaya District, Gorontalo Regency, Indonesia. This location was purposively selected because, among the 60 constructed housing units (45 of which were occupied), residents experienced recurring stormwater inundation linked to defective drainage infrastructure alongside contested pre-contractual disclosures. The research utilized both primary empirical data and secondary legal materials. Primary data were collected directly from two primary stakeholder groups: (1) resident-consumers occupying units in Padengo Permai 9 Housing who experienced drainage overflow and pre-purchase informational omissions, and (2) representatives of the housing developer responsible for technical planning, infrastructure construction, and marketing disclosures. Secondary data encompassed authoritative primary legal instruments—specifically Law No. 8 of 1999 on Consumer Protection (focusing on Articles 4(a), 4(c), 7, and 19) and Law No. 1 of 2011 on Housing and Residential Areas—supported by secondary peer-reviewed legal literature and tertiary legal dictionaries.

Second, the data collection procedure was executed through a triangulated combination of structured in-depth interviews, direct non-participant field observations, and documentary retrieval. In-depth interviews were conducted with resident-consumers and developer personnel to record empirical evidence regarding the scope of pre-contractual information provided before purchase, the technical execution of drainage construction, post-handover maintenance claims, and the material impact of waterlogging on household security. Concurrently, direct physical observations were carried out across the Padengo Permai 9 estate to inspect the dimensional capacity, continuity, and physical layout of the drainage channels as well as the spatial extent of surface inundation during heavy rainfall. Secondary literature was retrieved

[10] Peter Mahmud Marzuki, *Penelitian Hukum*, rev. ed. (Jakarta: Kencana Prenadamedia Group, 2025), 133–36; Irwansyah, *Penelitian Hukum (Pilihan Metode & Praktik Penulisan Artikel)*, rev. 4th ed. (Yogyakarta: Mirra Buana Media, 2021), 102–8.

systematically from official legislative gazettes and academic databases—including Scopus-indexed journals, Google Scholar, and the Garuda (*Garba Rujukan Digital*) national repository—applying strict inclusion criteria limited to verified legal scholarship published between 2020 and 2026 addressing housing consumer protection, developer default, advertising transparency, and environmental infrastructure.

Third, the collected empirical and normative data were analyzed qualitatively using prescriptive and argumentative socio-legal reasoning through systematic interpretation, teleological interpretation, and empirical-normative triangulation. In accordance with socio-legal research ethics, all participants provided informed consent prior to interviewing, and informant responses were systematically coded and anonymized to ensure confidentiality. The coded field interview transcripts and observational records were then triangulated directly against the statutory benchmarks of Articles 4(a), 4(c), 7, and 19 of Law No. 8 of 1999. Systematic and teleological interpretations were operated as the primary analytical blades to demarcate pre-existing structural construction defects from post-handover maintenance duties and to formulate objective legal parameters for material environmental disclosure in residential property transactions.

B. RESULTS AND DISCUSSION

1. Environmental Infrastructure Functionality as an Indivisible Component of Residential Habitability and Consumer Safety

The primary socio-legal issue in evaluating residential property transactions is whether a housing developer's statutory obligation to guarantee consumer comfort, security, and safety under Article 4(a) of Law No. 8 of 1999 on Consumer Protection (*Undang-Undang Perlindungan Konsumen* or UUPK) is satisfied merely by delivering a structurally standing house, or whether that obligation legally encompasses the operational functionality of communal environmental infrastructure.[11] Under Article 4(a) of Law No. 8 of 1999, every consumer holds an inalienable statutory right to comfort, security, and safety in consuming goods and/or services. In the context of residential real estate, a housing unit does not exist as an isolated chattel; rather, it forms part of an integrated spatial settlement whose utility and habitability depend directly on supporting environmental infrastructure, including neighborhood access roads, spatial layout, and

[11] Law No. 8 of 1999 on Consumer Protection, State Gazette of the Republic of Indonesia Year 1999 No. 22, Supplement to the State Gazette No. 3821, art. 4(a).

stormwater drainage networks.[12] Within the broader international legal discourse—reflected in the United Nations Guidelines for Consumer Protection and the universal human right to adequate housing under Article 11(1) of the International Covenant on Economic, Social and Cultural Rights (ICESCR)—residential adequacy requires not merely four walls and a roof, but physical security against foreseeable environmental hazards and functional site drainage. Consequently, environmental drainage infrastructure cannot be treated as an ancillary amenity detached from consumer rights; when communal drainage fails to function, the core utility of the residential property is impaired, directly infringing the consumer's statutory right to safe and comfortable habitation.

Empirical findings from Padengo Permai 9 Housing in Hutadaa Village, Telaga Jaya District, Gorontalo Regency demonstrate a pronounced disjunction between this statutory mandate (*das Sollen*) and field reality (*das Sein*). Although the developer has constructed 60 residential units within the estate—45 of which are currently occupied by homebuyers—direct field observations and resident interviews reveal critical structural deficiencies across the estate's drainage system. Specifically, drainage channels at multiple locations are excessively narrow and poorly aligned; in several blocks, drainage conduits are barely visible, while other sections of the residential zone lack drainage channels entirely. As a direct physical consequence of this infrastructural deficit, whenever high-intensity rainfall occurs, stormwater runoff cannot discharge optimally through the estate's channels, resulting in recurring surface inundation across neighborhood roads and the private yards of occupied homes.

Applying an analytical evaluation to these empirical facts demonstrates that compliance with Article 4(a) of Law No. 8 of 1999 cannot be measured solely by the physical handover of individual house buildings. Residential quality must be assessed holistically by testing the operational capacity of the environmental infrastructure supporting the dwelling. When narrow and discontinuous drainage channels cause stormwater to overflow into residential yards and roadways, the resulting inundation disrupts daily household mobility, threatens domestic property, and degrades the physical security of occupants.

[12] Law No. 1 of 2011 on Housing and Residential Areas, State Gazette of the Republic of Indonesia Year 2011 No. 7, Supplement to the State Gazette No. 5188, arts. 1(2), 28–30; Tri Juniardi Dewantoro, Kurniawan Kurniawan, and Hirsanuddin Hirsanuddin, "Perlindungan Konsumen Terhadap Ketersediaan Fasilitas Umum Perumahan Oleh Developer," *Jurnal Education and Development* 13, no. 1 (2025): 46–49, https://journal.ipts.ac.id/index.php/ED/article/view/7476.

Confronting these empirical findings with contemporary legal scholarship highlights the specific doctrinal contribution of this study. Dewantoro, Kurniawan, and Hirsanuddin establish that consumer protection in housing development extends beyond the individual house to require the provision of communal public facilities (*fasilitas umum*) by the developer.[13] While Dewantoro et al. focus primarily on the physical availability and administrative handover of communal facilities, the empirical reality at Padengo Permai 9 demonstrates that mere nominal existence of infrastructure is legally insufficient. A developer may physically construct concrete trenches along a road, yet if those trenches lack hydraulic continuity and volumetric capacity to discharge rainwater, the consumer's right to comfort and safety under Article 4(a) remains unfulfilled. Similarly, whereas Glaksy, Sudirman, and Girsang examine residential environmental degradation through the public-law lens of regional environmental impact control,[14] the recurring inundation at Padengo Permai 9 reveals that defective environmental infrastructure simultaneously constitutes a private-law and statutory breach of consumer protection obligations. Just as developer defaults in pre-project selling and land-lot transactions undermine contractual expectations—as documented by Andalusia et al., Irawan et al., and Agani and Kohsad—delivering a housing estate with dysfunctional drainage deprives homebuyers of the substantive habitability intrinsic to their purchase.[15]

2. Demarcating Pre-Handover Structural Defects from Post-Handover Maintenance Liability Under the Principle of Legal Certainty

A second critical issue arises from the evidentiary and normative contestation between the housing developer and resident-consumers regarding legal responsibility for recurring post-handover inundation. The presence of standing water in a residential estate does not automatically establish strict developer liability for all losses suffered by

[13] Dewantoro, Kurniawan, and Hirsanuddin, "Perlindungan Konsumen Terhadap Ketersediaan Fasilitas Umum Perumahan," 47–51, https://journal.ipts.ac.id/index.php/ED/article/view/7476.
[14] Cendy Glaksy, Lu Sudirman, and Junimart Girsang, "Implikasi Hukum Pengendalian Dampak Lingkungan Dalam Pembangunan Perumahan di Kabupaten Karimun," *Jurnal Komunikasi Hukum (JKH)* 8, no. 2 (2022): 618–25, https://doi.org/10.23887/jkh.v8i2.52002.
[15] Andalusia Andalusia, Linda Elmis, and Neneng Oktarina, "Perlindungan Hukum Terhadap Konsumen Dalam Perjanjian Jual Beli Perumahan Dengan Sistem Pre Project Selling di Sumatera Barat," *Unes Journal of Swara Justisia* 6, no. 4 (2023): 360–65, https://doi.org/10.31933/ujsj.v6i4.291; Ade Irawan et al., "Wanprestasi Developer Dalam Jual Beli Kavling: Hilangnya Kepastian Hukum Bagi Konsumen: Developer's Default in Land Lot Sales: The Loss of Legal Certainty for Consumers," *Journal Juridisch* 3, no. 2 (2025): 105–12, https://doi.org/10.26623/jj.v3i2.11504; Maliki Sirojudin Agani and Mo'amer Kohsad, "Analisis Yuridis Terhadap Perlindungan Konsumen Dalam Sengketa KPR Sistem Indent," *Sinar Dunia: Jurnal Riset Sosial Humaniora dan Ilmu Pendidikan* 5, no. 1 (2026): 106–14, https://doi.org/10.58192/sidu.v5i1.4207.

occupants without further legal verification. During field interviews at Padengo Permai 9 Housing, the developer asserted that the estate's drainage channels were constructed in accordance with initial site plans and topographical conditions, attributing the recurring waterlogging to extreme rainfall intensity and natural factors beyond the developer's control. Furthermore, the developer maintained that once formal unit handover (*serah terima*) occurred, the obligation to maintain environmental facilities shifted entirely to the residents. Conversely, occupied homeowners contended that the drainage network was structurally undersized, discontinuous, and defective from the outset of construction.

Resolving this normative friction requires constructing a rigorous legal demarcation between two distinct factual and legal states:

a. **Structural Pre-Handover Deficiencies in Planning or Construction**: Defects originating from initial technical planning or construction execution—such as hydraulic drainage capacity that was undersized from inception, channel construction that deviated from engineering specifications, or communal infrastructure left incomplete in certain residential blocks.
b. **Post-Handover Usage, Modification, or Routine Maintenance Failures**: Impairments arising after unit handover due to resident behavior, unauthorized structural alterations by homeowners, or neglect of routine communal cleaning (such as sediment or domestic waste accumulation).

This binary demarcation is doctrinally decisive because not every post-occupancy inconvenience can be imputed perpetually to the developer; routine upkeep of neighborhood cleanliness legitimately transitions to residents or estate management associations after handover. However, the execution of a formal handover protocol (*berita acara serah terima*) does not extinguish a developer's statutory liability when post-occupancy inundation stems directly from latent or structural construction defects that existed prior to transfer. A developer cannot invoke routine post-handover maintenance clauses as a legal shield to evade accountability for delivering an inherently defective or incomplete drainage network that formed part of the commercial transaction from the beginning.

To adjudicate liability between these two states, the analytical framework must integrate Article 7 and Article 19 of Law No. 8 of 1999. Article 7(a) and (b) mandate that business actors conduct their commercial activities in good faith (*itikad baik*) and provide truthful, clear, and honest information regarding the condition of goods and/or services,

while Article 7(d) obligates business actors to guarantee the quality of goods and/or services produced or traded based on prevailing quality standards.[16] When a breach of these duties causes consumer harm, Article 19(1) of Law No. 8 of 1999 obligates the business actor to provide compensation (*ganti rugi*) for damage, pollution, and/or consumer loss resulting from the consumption of traded goods or services.[17] Doctrinally, applying Article 19 to residential flooding requires verifying proximate causation (*causaliteit*) through technical and documentary evidence: examining master site plans (*siteplan*), technical drainage specifications, physical channel measurements, handover records, and the causal link between infrastructural failure and resident losses. Table 1 synthesizes the empirical divergence at Padengo Permai 9 Housing alongside the normative parameters governing statutory liability allocation.

Table 1. Normative-Empirical Matrix of Stakeholder Claims and Statutory Liability Allocation in Padengo Permai 9 Housing

Analytical Dimension	Empirical Position of the Developer	Empirical Reality Experienced by Consumers	Normative Verification & Liability Allocation (Law No. 8 of 1999)
Physical Condition of Drainage Network	Asserts drainage channels were built in compliance with initial technical planning and land contours.	Channels are narrow, poorly aligned, indistinct in several spots, and entirely absent in certain estate sections.	Requires technical audit comparing approved site plans against physical execution; absent or undersized channels breach quality guarantees under Art. 7(d) UUPK.
Causation of Recurring Inundation	Attributes waterlogging to high rainfall intensity and natural environmental factors (*force majeure* claim).	Stormwater fails to flow due to narrow/missing conduits, overflowing onto access roads and private yards.	Natural rainfall does not excuse liability if foreseeable runoff cannot discharge due to structural design defects (Art. 4(a) & Art. 19 UUPK).
Effect of Unit Handover (*Serah Terima*)	Claims post-handover drainage upkeep is the exclusive responsibility of occupying residents.	Residents inherited structurally dysfunctional drainage immediately upon occupying the 45 active units.	Routine cleaning falls on residents, but handover never absolves the developer of pre-existing construction or planning defects.
Pre-Contractual Risk Disclosure	Marketing focused on house building specifications, pricing, facilities, and payment mechanisms.	No prior disclosure of environmental drainage limitations or flood risks; buyers learned of flooding only after occupancy.	Omission of material environmental risk violates the consumer's right to information (Art. 4(c)) and developer's duty of honesty (Art. 7(b)).

Source: Authors' empirical fieldwork in Padengo Permai 9 Housing triangulated with Law No. 8 of 1999 (2026).

[16] Law No. 8 of 1999 on Consumer Protection, art. 7(a), (b), (d).
[17] Law No. 8 of 1999 on Consumer Protection, art. 19(1)–(2).

Operating Gustav Radbruch's theory of legal certainty (*Rechtssicherheit* / *kepastian hukum*) as an analytical blade exposes the institutional root of the conflict summarized in Table 1. Radbruch posits that positive law must establish clear, predictable, and verifiable normative standards so that legal subjects can ascertain their respective rights and obligations with certainty.[18] While Article 4(a) of Law No. 8 of 1999 proclaims the consumer's abstract right to comfort, security, and safety, the empirical dispute at Padengo Permai 9 demonstrates that statutory proclamation alone fails to produce legal certainty when unaccompanied by operational technical benchmarks for residential drainage, clear temporal boundaries for post-handover defect liability, and accessible complaint-resolution mechanisms. Extending the analyses of Kurniasari et al. and Millechen and Rasji—who demonstrate how unilateral developer practices and insolvency erode consumer legal certainty—the findings at Padengo Permai 9 confirm that ambiguity over post-handover infrastructural accountability allows developers to deflect structural construction failures onto natural weather events and resident maintenance, leaving consumers' statutory rights under Article 4(a) unfulfilled.[19]

3. Pre-Contractual Informational Asymmetry, Material Environmental Risk Disclosure, and Preventive Legal Protection

The third analytical dimension addresses the implementation of the consumer's right to truthful, clear, and honest information under Article 4(c) of Law No. 8 of 1999, specifically whether environmental site conditions and potential flood or waterlogging hazards constitute material facts that must be disclosed prior to purchase. Residential property acquisition represents a high-value capital expenditure with long-term socioeconomic consequences for a household. Consequently, prospective homebuyers require comprehensive pre-contractual information extending beyond physical building dimensions, unit prices, financing schemes, and general estate facilities to include environmental characteristics that directly affect the safety, comfort, and long-term utility of the dwelling.

---

[18] Peter Mahmud Marzuki, *Penelitian Hukum*, rev. ed. (Jakarta: Kencana Prenadamedia Group, 2025), 133–36 (discussing Gustav Radbruch's triad of legal values and normative certainty); Evelyn Millechen and Rasji Rasji, "Tanggung Jawab Hukum Pengembang Properti Yang Dinyatakan Pailit Terhadap Pemenuhan Kewajiban Kepada Konsumen Ditinjau Dari Teori Kepastian Hukum," *UNES Law Review* 6, no. 4 (2024): 10703–7, https://doi.org/10.31933/unesrev.v6i4.2046.

[19] Stefany Meylin Kurniasari et al., "Perlindungan Hukum Bagi Konsumen Terhadap Tindakan Sewenang-Wenang Developer Perumahan," *UNES Law Review* 7, no. 1 (2024): 439–44, https://doi.org/10.31933/unesrev.v7i1.2330; Millechen and Rasji, "Tanggung Jawab Hukum Pengembang Properti Yang Dinyatakan Pailit," 10705–9, https://doi.org/10.31933/unesrev.v6i4.2046.

In consumer law dogmatics, information is classified as material information (*informasi material*) whenever its disclosure or omission would rationally influence a reasonable consumer's transactional decision to purchase a product or enter into a contract. Hydrological vulnerability, drainage channel capacity, and susceptibility to stormwater inundation constitute quintessential material information in residential real estate because they directly determine the habitability of the home. Reading Article 4(c) in systematic harmony with Article 7(b) of Law No. 8 of 1999 establishes that a developer's informational duty is not satisfied merely by avoiding explicit falsehoods regarding building floor area; rather, the developer is affirmatively obligated to convey information that is truthful, clear, and sufficiently complete to enable the consumer to evaluate both the benefits and the material risks of the property offered.

Empirical data gathered from resident interviews at Padengo Permai 9 Housing reveal a systemic failure of pre-contractual environmental disclosure. Prior to executing their purchase transactions, homebuyers received promotional and contractual explanations confined almost exclusively to architectural house designs, basic facilities, pricing tiers, and mortgage or installment payment procedures. Informants consistently reported that the developer provided no clear or candid explanation regarding the estate's environmental topography, the narrow and incomplete state of the drainage network, or the recurring risk of waterlogging during heavy rain. Consequently, residents discovered the environmental inundation problem only ex post, after taking possession and moving into their houses. Crucially, several interviewed consumers testified that had they been informed of the estate's vulnerability to waterlogging and flooding from the outset, that knowledge would have decisively altered their purchasing decision and deterred them from buying units in Padengo Permai 9.

This empirical testimony proves that environmental risk disclosure is not peripheral marketing trivia, but a foundational determinant of autonomous consumer consent. Because housing developers possess asymmetric technical knowledge regarding land elevation, hydrological runoff, site engineering, and drainage planning, withholding material environmental risk information places prospective buyers in a structurally subordinate and vulnerable position. Comparing this finding with recent Indonesian consumer law literature sharpens its doctrinal significance. Riancana, Kasim, and Wantu demonstrate in the context of commercial product advertising that inaccurate promotional claims distort consumer autonomy by inducing purchases based on false

premises.[20] Similarly, Octari and Atsar examine subsidized housing transactions where physical construction deviated from promotional brochures,[21] while Rosa and Setiawan analyze the unlawful promotion of housing units embroiled in active court litigation.[22] The empirical reality at Padengo Permai 9 advances this body of scholarship by demonstrating that informational violations in the housing sector occur not only through *affirmative misrepresentation* in brochures, but equally through *passive material omission*—where a developer remains silent regarding known or foreseeable environmental drainage hazards. Furthermore, while Dewantoro et al. and Glaksy et al. address public facility provision and environmental impact control respectively,[23] this study bridges both domains by establishing that environmental infrastructure limitations must be transparently disclosed to consumers prior to contract formation.

Analyzing this informational deficit through Sudikno Mertokusumo's conception of legal certainty (*kepastian hukum*) reveals why unilateral developer disclosure practices undermine the rule of law in consumer transactions. Mertokusumo emphasizes that legal certainty requires clear, determinate normative guidelines defining the reciprocal rights and obligations of legal subjects, ensuring that legal protection does not depend on the arbitrary, self-serving interpretation of the stronger party.[24] If a developer is permitted to interpret Article 4(c) and Article 7(b) of Law No. 8 of 1999 as requiring disclosure only of commercially advantageous features (such as price and house size) while concealing adverse environmental conditions, the statutory right to information loses all preventive efficacy.

At the same time, rigorous legal analysis requires maintaining two precise doctrinal distinctions regarding developer liability under Article 4(c):

---

[20] Resti Riancana, Nur Moh Kasim, and Fence M. Wantu, "Perlindungan Hukum Bagi Konsumen Akibat Periklanan Produk Kosmetik," *Jurnal Riset Ilmu Hukum* 7, no. 2 (2023): 117–21, https://doi.org/10.56301/juris.v7i2.1023.

[21] Febby Octari and Abdul Atsar, "Perlindungan Hukum Bagi Konsumen Terhadap Ketidaksesuaian Iklan Perumahan Bersubsidi," *Commerce Law* 5, no. 1 (2025): 211–15, https://doi.org/10.29303/commercelaw.v5i1.3235.

[22] Juliana Rosa and Andry Setiawan, "Perlindungan Konsumen Terhadap Penjualan Atau Promosi Perumahan Yang Masih Dalam Proses Sengketa Studi Pada Pengadilan Negeri Semarang," *Bookchapter Hukum dan Lingkungan* 2 (2025): 480–92.

[23] Dewantoro, Kurniawan, and Hirsanuddin, "Perlindungan Konsumen Terhadap Ketersediaan Fasilitas Umum Perumahan," 48–52, https://journal.ipts.ac.id/index.php/ED/article/view/7476; Glaksy, Sudirman, and Girsang, "Implikasi Hukum Pengendalian Dampak Lingkungan," 620–26, https://doi.org/10.23887/jkh.v8i2.52002.

[24] Mukti Fajar and Yulianto Achmad, *Dualisme Penelitian Hukum*, 5th ed. (Yogyakarta: Pustaka Pelajar, 2019), 50–54 (referencing Sudikno Mertokusumo's doctrinal formulation of normative legal certainty); Irawan et al., "Wanprestasi Developer Dalam Jual Beli Kavling," 108–13, https://doi.org/10.26623/jj.v3i2.11504.

a. **Independence of Informational Compliance from Technical Planning Claims**: The developer's assertion that the drainage network at Padengo Permai 9 was constructed according to initial site plans and that flooding resulted from heavy rainfall addresses only technical construction execution; it does not answer or excuse the breach of the pre-contractual duty to inform. Even assuming arguendo that a developer followed an initial site plan, the legal duty under Article 4(c) and Article 7(b) must be evaluated independently based on whether relevant environmental conditions and hydrological risks were communicated truthfully, clearly, and honestly to prospective buyers prior to transaction execution.
b. **Distinction Between Material Risk Disclosure and Absolute Immunity from Natural Disasters**: Law No. 8 of 1999 cannot be interpreted as imposing an absolute insurer's warranty requiring developers to guarantee that a residential estate will never experience extreme natural weather events. However, the absence of an absolute guarantee against nature does not permit a developer to conceal or ignore material environmental characteristics—such as low-lying topography, incomplete drainage channels, or recurring runoff bottlenecks—that the developer knew or reasonably ought to have known when marketing the property.

Ultimately, the findings at Padengo Permai 9 Housing demonstrate that Article 4(c) and Article 4(a) of Law No. 8 of 1999 form an interconnected, dual-stage protective architecture, as illustrated in Figure 1 and contrasted in Table 2.

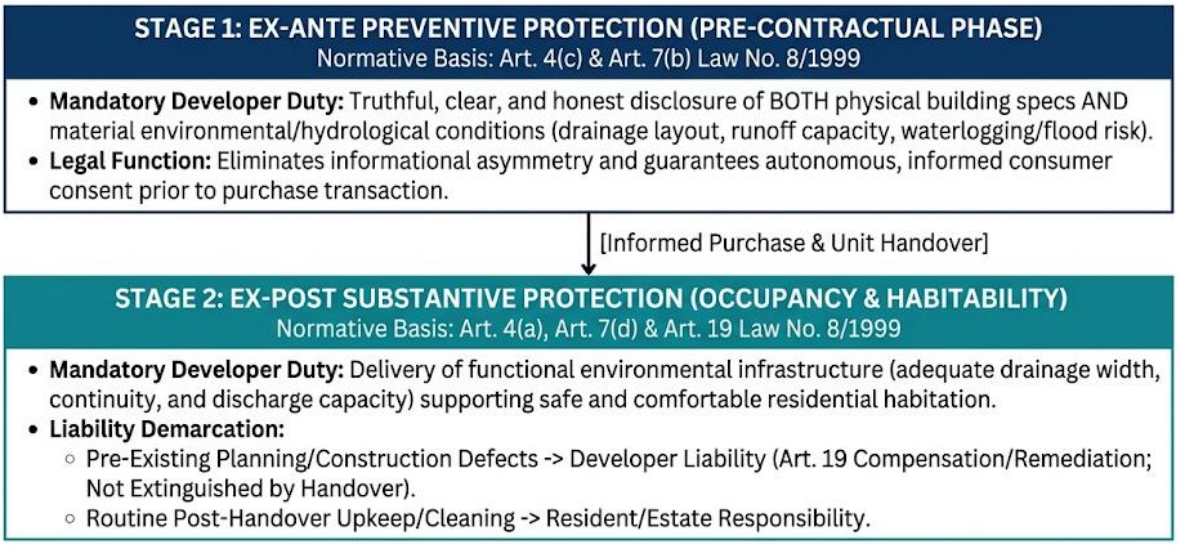

Figure 1. Integrated Dual-Stage Consumer Protection Architecture in Residential Housing Development

(*Source: Authors' socio-legal construction based on Law No. 8 of 1999, 2026*).

As Figure 1 and Table 2 demonstrate, consumer protection in housing development must operate both preventively before contract formation and substantively after occupancy.

Table 2. Functional Synthesis of Ex-Ante Informational Rights and Ex-Post Habitability Rights in Housing Transactions

Protective Stage & Statutory Basis	Primary Legal Objective	Scope of Developer Obligation	Empirical Deficit at Padengo Permai 9	Required Corrective Legal Mechanism
Ex-Ante Preventive Stage (Art. 4(c) & Art. 7(b) UUPK)	Protecting transactional autonomy and informed consumer choice prior to contract signing.	Disclosing material environmental facts, drainage readiness, and potential waterlogging/flood risks alongside building specs.	Disclosures limited to building form, facilities, and payment; flood risks discovered only after occupancy.	Mandatory pre-contractual environmental disclosure sheet integrated into preliminary sale agreements.
Ex-Post Substantive Stage (Art. 4(a), Art. 7(d) & Art. 19 UUPK)	Safeguarding physical comfort, security, safety, and long-term residential utility during occupancy.	Constructing complete, hydraulically functional drainage networks and remedying structural pre-handover defects.	Narrow, discontinuous, or missing drainage channels causing road and yard inundation during heavy rain.	Technical drainage remediation by developer and accessible consumer complaint/dispute settlement.

Source: Authors' analytical synthesis (2026).

When prospective homebuyers are deprived of material information regarding drainage limitations prior to purchase (Stage 1 deficit), their opportunity to evaluate risk and exercise rational transactional choice is irreparably compromised—a violation that cannot be cured by post-hoc developer explanations offered only after flooding complaints emerge. Concurrently, when the physical drainage network delivered upon occupancy fails to discharge stormwater due to narrow and incomplete channels (Stage 2 deficit), residents are deprived of their substantive right to a safe and comfortable living environment. Therefore, realizing effective consumer protection in Padengo Permai 9 Housing requires the developer both to upgrade the physical functionality of the estate's drainage infrastructure and to institutionalize transparent pre-contractual disclosure of material environmental conditions.

C. Conclusion

The implementation of consumers' statutory right to residential comfort, security, and safety under Article 4(a) of Law No. 8 of 1999 in Padengo Permai 9 Housing remains suboptimal because narrow, discontinuous, and partially absent drainage channels fail to discharge stormwater runoff, causing recurring surface inundation across neighborhood roads and private yards. Although routine post-handover upkeep transitions to occupying residents, formal unit handover does not extinguish the developer's statutory liability under Articles 7 and 19 to remedy structural drainage deficiencies originating from pre-existing planning or construction defects. Concurrently, the implementation of consumers' right to truthful, clear, and honest information under Article 4(c) is unfulfilled because pre-contractual marketing disclosures were confined to building specifications and payment schemes, omitting material environmental facts regarding hydrological vulnerability and waterlogging risks that would have decisively influenced homebuyers' purchasing decisions. Bridging this normative-empirical gap requires integrating mandatory pre-contractual disclosure of material environmental conditions with enforceable post-handover infrastructural remediation and accessible complaint settlement mechanisms to guarantee substantive legal certainty in residential housing development.

REQUIRED STATEMENTS

CRediT authorship contribution statement. I.D.: Conceptualization, Methodology, Formal analysis, Investigation, Data curation, Writing – original draft. M.C.T.: Supervision, Methodology, Validation, Writing – review & editing. S.N.M.K.: Supervision, Formal analysis, Validation, Writing – review & editing.

Funding. This research received no specific grant from any funding agency in the public, commercial, or not-for-profit sectors.

Declaration of competing interest. The authors declare that they have no known competing financial interests or personal relationships that could have appeared to influence the work reported in this paper.

Data availability. The statutory legal materials analyzed in this study are publicly available from the National Legal Documentation and Information Network (*Jaringan Dokumentasi dan Informasi Hukum Nasional*) of the Republic of Indonesia, while the coded empirical field notes and anonymized interview records from Padengo Permai 9 Housing are archived at the Faculty of Law, Universitas Negeri Gorontalo, and are available from the corresponding author upon reasonable request.

Ethics statement. This socio-legal study was conducted in accordance with institutional research ethics guidelines at the Faculty of Law, Universitas Negeri Gorontalo. All participants gave informed consent before taking part, and all responses were anonymized, coded, and stored securely.

Declaration of generative AI and AI-assisted technologies in the writing process. During the preparation of this work, the authors used Gemini (Google) in November 2026 to improve language, academic structure, and readability. After using this tool, the authors reviewed and edited the content as needed, verified all legal authorities and citations, and take full responsibility for the content of the published article.

REFERENCES

Agani, Maliki Sirojudin, and Mo'amer Kohsad. "Analisis Yuridis Terhadap Perlindungan Konsumen Dalam Sengketa KPR Sistem Indent." *Sinar Dunia: Jurnal Riset Sosial Humaniora dan Ilmu Pendidikan* 5, no. 1 (2026): 100–117. https://doi.org/10.58192/sidu.v5i1.4207.

Andalusia, Andalusia, Linda Elmis, and Neneng Oktarina. "Perlindungan Hukum Terhadap

Konsumen Dalam Perjanjian Jual Beli Perumahan Dengan Sistem Pre Project Selling di Sumatera Barat." *Unes Journal of Swara Justisia* 6, no. 4 (2023): 356–67. https://doi.org/10.31933/ujsj.v6i4.291.

Dewantoro, Tri Juniardi, Kurniawan Kurniawan, and Hirsanuddin Hirsanuddin. "Perlindungan Konsumen Terhadap Ketersediaan Fasilitas Umum Perumahan Oleh Developer." *Jurnal Education and Development* 13, no. 1 (2025): 45–52. https://journal.ipts.ac.id/index.php/ED/article/view/7476.

Fajar, Mukti, and Yulianto Achmad. *Dualisme Penelitian Hukum*. 5th ed. Yogyakarta: Pustaka Pelajar, 2019, 47–54.

Glaksy, Cendy, Lu Sudirman, and Junimart Girsang. "Implikasi Hukum Pengendalian Dampak Lingkungan Dalam Pembangunan Perumahan di Kabupaten Karimun." *Jurnal Komunikasi Hukum (JKH)* 8, no. 2 (2022): 614–27. https://doi.org/10.23887/jkh.v8i2.52002.

Irawan, Ade, Muchammad Choirihi, Kukuh Sudarmanto, and Zaenal Arifin. "Wanprestasi Developer Dalam Jual Beli Kavling: Hilangnya Kepastian Hukum Bagi Konsumen: Developer's Default in Land Lot Sales: The Loss of Legal Certainty for Consumers." *Journal Juridisch* 3, no. 2 (2025): 100–115. https://doi.org/10.26623/jj.v3i2.11504.

Irwansyah. *Penelitian Hukum (Pilihan Metode & Praktik Penulisan Artikel)*. Rev. 4th ed. Yogyakarta: Mirra Buana Media, 2021, 102–8.

Kurniasari, Stefany Meylin, Nathaniel Elbert Gunawan, Calvin Manuel Hutomo, and James Santoso. "Perlindungan Hukum Bagi Konsumen Terhadap Tindakan Sewenang-Wenang Developer Perumahan." *UNES Law Review* 7, no. 1 (2024): 436–45. https://doi.org/10.31933/unesrev.v7i1.2330.

Law No. 8 of 1999 on Consumer Protection, State Gazette of the Republic of Indonesia Year 1999 No. 22, Supplement to the State Gazette No. 3821.

Law No. 1 of 2011 on Housing and Residential Areas, State Gazette of the Republic of Indonesia Year 2011 No. 7, Supplement to the State Gazette No. 5188.

Marzuki, Peter Mahmud. *Penelitian Hukum*. Rev. ed. Jakarta: Kencana Prenadamedia Group, 2025, 133–36.

Millechen, Evelyn, and Rasji Rasji. "Tanggung Jawab Hukum Pengembang Properti Yang Dinyatakan Pailit Terhadap Pemenuhan Kewajiban Kepada Konsumen Ditinjau Dari Teori Kepastian Hukum." *UNES Law Review* 6, no. 4 (2024): 10700–10710. https://doi.org/10.31933/unesrev.v6i4.2046.

Octari, Febby, and Abdul Atsar. "Perlindungan Hukum Bagi Konsumen Terhadap Ketidaksesuaian Iklan Perumahan Bersubsidi." *Commerce Law* 5, no. 1 (2025): 208–16. https://doi.org/10.29303/commercelaw.v5i1.3235.

Riancana, Resti, Nur Moh Kasim, and Fence M. Wantu. "Perlindungan Hukum Bagi Konsumen Akibat Periklanan Produk Kosmetik." *Jurnal Riset Ilmu Hukum* 7, no. 2 (2023): 115–22. https://doi.org/10.56301/juris.v7i2.1023.

Rosa, Juliana, and Andry Setiawan. "Perlindungan Konsumen Terhadap Penjualan Atau Promosi Perumahan Yang Masih Dalam Proses Sengketa Studi Pada Pengadilan Negeri Semarang." *Bookchapter Hukum dan Lingkungan* 2 (2025): 473–96.