

ABSTRAK

Nadzifatul Mu'tamaroh, 10220023, *Lease Of Goods As Property Of Imperfect Case study in Veeva Rent Car & Motor Jl. Tirtorahayu 34 Landungsari Dau Malang*. Thesis, Islamic business law, Faculty of Shariah, Islamic University of Malang (UIN) Maulana Malik Ibrahim Malang Advisors: Dr. Suwandi, M.H.

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Lease is a common thing done by the public and is one form of interaction often done. Lease besides being used as land business is also a social concern among fellow community, then it can be said that this activity became one of the investment when seen from the advantages and benefits of the stuff in the leased, in the tenancy agreement gives rise to rights and obligations between the tenant and the rent

In this study, there is an outline of the problem i.e. : 1) How Accad used rent goods as property belonging to imperfect?, 2) how the law of leases of goods as property belonging to imperfect?

This research is a kind of empirical research. Method of collecting data that researchers use is observation Interviews and documentation. As for the number of informants in this study there were 2 speaker, the first of the rental owner, and second from the car owner, from the results of interview with speaker, Then researchers analyzing based on Islamic law and The book of the constitution civil law.

From the results of the study it was concluded that accad rent as property belonging to imperfect in Veeva Rent car n Motor Malang is *ijarah 'ain* accad. and embraced the principle of freedom of contracts, and the principle of good faith (the principle of trust), the status of the car that was originally, including the characteristics of the property of imperfect, but after analyzed became the property of perfect, this is in accordance with the characteristics of belonging to perfect. Leas of goods law is allowed due to the agreement that was made in accordance with the agreed terms of a valid agreement pillars and the civil code in 1332 and 1338 and both parties mutually benefit and do not assume as losses and in accordance with the validity of the agreement according to Islamic law