

ABSTRACT

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House Lease has been used for many years, It has been used by the people as an option beside buying, which is leasing. Leasing can be done in written or spoken, that a lease agreement was made. This research entitled “Silent Consent on a House Lease”, with the main issue, what are the characteristics and legal consequences on silent Consent of a house lease. The goal of this research is to analyze and understand the characteristics and legal consequences of a Silent Consent of a house lease. This research is using the Yuridis-Normative research method, as for the research approach, are Statute Approach, Case Approach and Conseptual Approach. Legal resources used in this research are based on primary and secondary legal resources which consists of the applied law, journals, internet and decree that has a permanent legal force. Some of the based theory used in this research are Pacta Sunt Servanda Theory, Freedom of Contract Theory, Consent Principle, Personality Principle and Goodwill Principle, while the specific ones are wills theory, and so offer and acceptance theory. Based on the analyzed data, the conclusions are silent consent has the same legal consequences as an agreement in general and the characteristics of silent consent described in article no. 1573 BW (civil code). So silent consent on a house lease can be kept its existence if both of the parties are still doing its obligations as if the house lease is still an on going agreement. But, the law has given a limit to a house lease, that the house lease agreement are needed to be in a written form.

Keywords : Agreement, Lease, House, Silent Consent