

Analysis of Sharia Economic Law on the Practice of Party Equipment Rental at 'Aisyiyah Tunas Harapan Orphanage in the Perspective of Sustainable Development Goals (SDGs)

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Abstract

Objective: This study aims to analyze the Sharia Economic Law perspective on the practice of party equipment rental at 'Aisyiyah Tunas Harapan Orphanage and its alignment with the Sustainable Development Goals (SDGs), particularly in promoting economic growth and social welfare. Renting, known in Islam as Ijarah, is a fundamental concept in Sharia economics that serves as an alternative solution for economic empowerment. The 'Aisyiyah Tunas Harapan Orphanage utilizes party equipment rental as a means to support its operational costs and improve economic sustainability. **Theoretical framework:** This research is grounded in the theoretical framework of Ijarah contracts in Islamic jurisprudence, which stipulates that rental agreements must adhere to transparency, mutual consent, and fairness principles. **Literature Review:** The literature review examines previous studies on Sharia-based rental agreements and their role in economic sustainability. **Methods:** This study employs qualitative field research with a normative-descriptive approach. Data sources consist of primary data obtained through interviews, observations, and documentation, and secondary data derived from scholarly works on Islamic economic law. The data analysis method follows an interactive model, encompassing data reduction, data display, and conclusion verification. **Results:** The findings indicate that while the rental mechanism at 'Aisyiyah Tunas Harapan Orphanage functions as an economic support system, there are gaps in contract formulation and compliance with Islamic legal principles. The study suggests that implementing proper Sharia-based rental agreements can enhance financial sustainability and contribute to SDG goals, particularly economic inclusivity and responsible financial practices. **Implications:** The implications of this study emphasize the need for Sharia-compliant business models within charitable institutions to ensure ethical and sustainable economic activities. **Novelty:** The novelty of this research lies in integrating Islamic economic law with SDG principles in the context of orphanage-based entrepreneurship.

Keywords: ijarah, sharia economic law, party equipment rental, orphanage economy, sdgs

INTRODUCTION

Renting (Ijarah) is a significant concept in Sharia economics that facilitates economic activities while adhering to Islamic legal principles. The 'Aisyiyah Tunas Harapan Orphanage engages in party equipment rental to generate income for its operational costs and to support the well-being of its residents. This business initiative aligns with the Sustainable Development Goals (SDGs), particularly in promoting economic sustainability and reducing financial dependency. However, despite the potential benefits, there is a lack of understanding among the orphanage management and clients regarding the principles of Sharia Economic Law in rental agreements. This raises concerns about whether the practice fully complies with Islamic teachings, such as transparency, fairness, and the prohibition of elements like *gharar* (uncertainty) and *riba* (usury) [1], [2].

Research Gap. While previous studies have explored Ijarah contracts in Islamic finance and their application in various business models, limited research has examined the implementation of Sharia-compliant rental agreements in charitable institutions such as orphanages. Most existing literature focuses on corporate or financial institutions, leaving a gap in understanding how Islamic economic principles can be applied in social enterprises. Additionally, studies on the economic sustainability of orphanages often overlook the legal and ethical aspects of their financial practices, particularly in alignment with SDGs. This research seeks to fill this gap by analyzing the Ijarah mechanism in a non-commercial social setting and assessing its compliance with Sharia Economic Law [3], [4].

Significance of the Study. This study is crucial in ensuring that business practices in charitable institutions align with Islamic economic principles while supporting financial sustainability. By examining the rental agreements at 'Aisyiyah Tunas Harapan Orphanage, this research contributes to the broader discourse on ethical business models in Islamic finance. Furthermore, integrating SDG perspectives highlights the role of Sharia-based entrepreneurship in achieving sustainable economic growth, poverty alleviation, and financial inclusivity. The findings of this study will serve as a reference for Islamic financial institutions, policymakers, and orphanage management in developing Sharia-compliant business strategies [3], [4].

Islam is a religion that is embraced by the majority of the Indonesian population, Islam regulates human life, and the three main teachings of Islam consist of Aqidah, Ibadah, and Muamalah. In the case of muamalah human beings can innovate new things according to the principles of Islam because muamalah is an activity related to the way of life of other human beings in regulating the needs of daily life [5], [6].

Humans cannot live alone without the help of others, so humans must coexist [7]. Therefore, Islam recommends living a life of help according to the orders of the muamalah, wealth should not only circulate to the rich, the rich must help the poor, those who have enough to help those in need [8]–[10]. Based on QS Al-Maidah verse: (2) And please help you in goodness and piety, and do not help in sinning. Islam establishes the correct foundations and principles for managing the problems of muamalah that every human being will face in his social life. The relationship between humans is regulated by Islamic law, known as muamalah which regulates all human interactions with other humans [11].

One form of human activity in muamalah is ijarah or renting [12]. Ijarah is a type of contract to benefit by the way of change [13], [14]. With this lease, the two parties have agreed [15], [16]. In the lease agreement, rules have also been made that include conditions, harmony, various forms of lease, and whether it is permissible or impermissible [17]–[19]. In addition to the rules in renting, several things must be met, namely things that are by the rules of Islamic law, renting a lease that does not contain elements of *gharar* is one example [20]. Because something that contains

elements of gharar will cause losses, whether it is the loss of one party or even the loss of both parties, which will then cause division or dispute [21]–[23].

Every member of the community has an interest or wish. To avoid conflicts of interest, in Islamic law there is a regulation called *ahkamul muamalah* [24], [25], which is a science that regulates the relationship between human beings that are civil, for example, the issue of debts and receivables, *shirkah*, *qiradh*, including the issue of wages hired in renting which has the principle of complementing and meridloying each other [26], [27]. The same thing was expressed by Abul A'la Maududi, stating that Islamic Sharia has sharia several rules in *muamalah*, so that human economic activities cannot be separated from the rules that have been stipulated in Islamic Sharia [28].

Rental contract transactions in community life are familiar [29], [30]. We can find the practice of renting at the 'Aisyiyah Tunas Harapan Orphanage, Pontianak City. In this practice, what is used as an object of rent at the 'Aisyiyah Tunas Harapan Orphanage is party equipment. Judging from the existing cases, in meeting its operational needs, the orphanage rents party equipment. The system used by both parties in this rental transaction is based on the terms and conditions agreed upon by both parties, namely the tenant and the orphanage. In the payment system, the tenant will pay the rent before or after the party equipment is used. The system is used because it is by the agreement.

The researcher has carried out observations related to renting party equipment, from the results of the initial observations made by the author with the orphanage administrator in charge, namely Wahyati, he explained that the rental system rents wedding reception equipment at the 'Aisyiyah Tunas Harapan Orphanage, the tenants come to the orphanage to rent party equipment, then the tenant explains how much equipment will be rented for the event After an agreement was made on how much party equipment there was, the owner agreed on the amount and for payment and compensation, the owner explained the rental but not in writing [29], [30].

The researcher carried out a joint observation with the tenant of wedding reception equipment at the 'Aisyiyah Tunas Harapan Orphanage who provided information that at the time of the transaction of renting party equipment, the owner explained the rental price of the reception equipment. At the end of the event, the tenant pays the rental of the wedding equipment and the price is according to the agreement. In addition to the rental price, the tenant also explained that there was an agreement in advance about the payment of compensation as a form of responsibility for damaged or lost goods when renting party equipment, but it was not written.

In practice, it can be known that the *ijab qabul* carried out between *mu'jir* and *musta'jir* has been conveyed thoroughly, the rental owner asks for compensation by replacing or paying according to what is damaged or lost to the tenant of the party equipment, only there is no written agreement on compensation if there is equipment or other items lost [31]–[34].

To find out more about the analysis of sharia economic law, Rent, and Rent party equipment at the 'Aisyiyah Tunas Harapan Orphanage, it is very necessary to make an observation that is expected to answer various problems regarding rent, rent, and also compensation in the event of a loss. From the results of the above statement, the author is interested in researching the implementation of rental payments, equipment rentals, and rental compensation. Everything that happens in this rental process is not necessarily by the implementation conditions or principles that have been determined. As a result, the lease transaction must be studied by Sharia Economic Law so as not to deviate from Islamic law, especially the lease in the 'Aisyiyah Tunas Harapan Orphanage. Then after that, the researcher will analyze according to the title, which is analyzed according to the perspective of sharia economic law.

LITERATURE REVIEW

The concept of *Ijarah* (leasing) in Islamic economic law is a well-established principle that governs rental agreements, ensuring compliance with Sharia regulations. According to classical Islamic jurisprudence, *Ijarah* contracts must fulfill essential elements, including a clear agreement between parties, transparency in rental terms, and the absence of *gharar* (uncertainty) and *riba* (usury). Contemporary studies highlight the role of *Ijarah* in supporting economic sustainability, particularly in non-commercial sectors such as social enterprises and charitable institutions [29], [30].

Existing research on Islamic finance has extensively examined the application of *Ijarah* in corporate financing and banking. However, studies addressing the practical implementation of *Ijarah* in small-scale rental businesses, especially in orphanages, remain limited. Previous studies focus on the benefits of Islamic leasing in reducing financial risks and promoting economic inclusivity, yet little attention has been given to its implications for orphanage sustainability [31]–[34].

Additionally, literature on the Sustainable Development Goals (SDGs) emphasizes the importance of financial sustainability in social institutions to reduce dependency on external funding. By integrating Islamic economic law with SDG principles, this study provides a novel perspective on how *Ijarah*-based rental activities in orphanages can enhance financial stability while maintaining ethical business practices. This research fills the gap by analyzing the *Ijarah* mechanism within a social enterprise setting, ensuring compliance with Sharia principles while contributing to sustainable economic growth [31]–[34].

Table 1. Summary of Literature Review on *Ijarah*, Islamic Economic Law, and SDGs

Author(s)	Topic	Key Findings	Relevance to This Study
Al-Mawardi (2020), Ibn Qudamah (2019)	<i>Ijarah</i> in Classical Fiqh	<i>Ijarah</i> must be based on mutual consent, clear terms, and free from <i>gharar</i> and <i>riba</i> .	Provides fundamental principles of <i>Ijarah</i> applicable to orphanage rental agreements.
Usmani (2021)	Sharia Compliance in Rental Agreements	Transparency and fairness are crucial in Islamic leasing contracts.	Ensures that rental agreements at the orphanage align with Sharia principles.
Ahmed et al. (2022)	Islamic Entrepreneurship and Financial Sustainability	Integrating Sharia in business fosters trust and long-term sustainability.	Supports the ethical and sustainable financial model for the orphanage.
Rahman (2021)	Islamic Social Enterprises	<i>Ijarah</i> can be used by orphanages to generate income while maintaining ethical compliance.	Validates the use of <i>Ijarah</i> as a sustainable funding method for charitable institutions.
UNDP (2023)	SDGs and Social Enterprises	Responsible financial practices contribute to SDG 8 (economic growth) and SDG 1 (poverty reduction).	Links <i>Ijarah</i> practices to sustainable development goals.

METHODOLOGY

This research includes field research, the location to be researched is in the 'Aisyiyah Tunas Harapan Orphanage, Pontianak City, this research is qualitative, namely normative descriptive research, and the data sources in this study consist of

two types, namely primary data and secondary data. The data collection techniques used in this study are by using interviews, observations, and documentation [35], [36].

The data analysis technique used in this study uses interactive analysis. According to Sugiyono, interactive analysis is the process of systematically searching for and compiling data obtained from the results of interviews, notes, and documentation by organizing data into categories and describing them in units as well as compiling, and making conclusions so that they are easy to understand by researchers and others. The definition can be concluded as the first step in analyzing data by collecting data and then systematically compiling and drawing conclusions from the results of the analysis, after which presenting the results of the research. Qualitative research in analyzing data is focused on a detailed description of interactions, behaviors, and events during the process in the field along with collecting data from the results of interviews, a person's statement about the experience, and then conducting an analysis. Interactive research is used to analyze research data; in analyzing qualitative data the researcher uses (the flow model) Milles and Huberman [35], [36].

According to Sugiyono, there are three models of data analysis methods used in qualitative research, according to Miles and Huberman which include, Data Reduction (Data Reduction), Data Display (Data Display, and Conclusion drawing/verification, in conducting research, in essence, information is needed to obtain the results of a study conducted Sampling of number data in this study using primary data and carried out purposively. As conveyed by Sugiyono, said that purposive sampling is a technique for sampling data sources with certain considerations. These particular considerations, for example, the person who is considered to know the most about what we expect, or perhaps he or she is the ruler will make it easier for the researcher to explore the social object/situation being studied. Where informants are a source of information that knows about the research being researched, with the consideration that they are the ones who know the most about the research information. So, to corroborate this research, the author will ask for the opinion of an Islamic economic expert, Dr. Bustami, SE, M.Si. Lecturer in Islamic Economics at Tanjungpura Pontianak University, LazisMu Sharia Supervisory Board of West Kalimantan, Sharia Supervisory Board of Bank Kalbar Syariah, and Director of Sharia Infrastructure and Ecosystem of the West Kalimantan Sharia Economic and Financial Regional Committee (KDEKS) [35], [36].

RESULTS AND DISCUSSION

Sharia Economic Law is a science that studies human activities or behaviors in an actual and empirical manner, both in production, distribution, and consumption based on Islamic sharia sourced from the Qur'an and as-sunnah as well as the ijma' of scholars to achieve happiness in this world and the hereafter [35], [36].

The meaning of al-ijarah according to the etymology "*bai'ul benefiti*" (selling benefits) is a reward for a job. *Al-ijarah* is taken from the Arabic language which means wages, rent, services, or rewards [37]. In terms of *Ijarah*, it is the ownership of services from a person who rents (*mu'ajir*) by the person who rents (*musta'jir*), as well as the ownership of property from the *mu'ajir* side by a *musta'jir*. Thus, *ijarah* means a transaction for certain services, accompanied by certain compensation [38]–[40].

In Islamic economics, we know what *ijarah* is from the concept of *ijarah* in this case, renting must be by clear basic legal principles so as not to harm one party and prioritize the principles of justice, honesty, transparency, and mutual benefit. The basic principles of sharia should be able to be a way to muamalah so that muamalat activities can be achieved properly [41], [42]. In the DSN Fatwa Number 09/DSN-MUI/IV/2000 concerning guidelines that the need for the community to obtain the benefits of an item often requires other parties through an *ijarah contract*, which is a contract to transfer the right to use

(benefit) a good or service within a certain time through the payment of rent/wages, without being followed by the transfer of ownership of the goods themselves.

The legal basis of *ijarah* (rent), namely the Qur'an, is contained in QS. Al-Qashash: 26, QS. Az-Zukhruf: 32, QS. An-Nahl: 97 and so on. Then the sunnah which means "From Ibn Umar RA, said that the Prophet PBUH said: Give wages for work before the sweat dries up" (narrated by Ibn Majah). *Ijma*, according to Ibn Qudumah, *ijarah* is permissible in shari'a because the need for benefits is as strong as the need for things [43]. And the rules of fiqh are "*basically all forms of muamalah can be done unless there is evidence that prohibits it*".

According to Jumhur Ulama, there are four pillars of *ijarah* (renting), including people who have a contract (*Aqid*), *Sighat Akad*, Wage (*Ujroh*), and Benefits of Goods [44]. The following are the conditions of the *ijarah* contract: a) both parties perform the contract (*al-mustaqidain*), b) both parties express their willingness to perform the *ijarah* contract, c) the benefits obtained from the *ijarah* contract are that the object of *ijarah* must be fully known, so that there is no dispute in the future, d) the object of *ijarah* can be handed over and used directly and without defects, e) The object of *ijarah* is permissible by sharia, f) what is rented is not an obligation for the tenant, g) the object of *ijarah* is something that can be rented, such as houses, cars, and mounts, and h) the rental wage in the *ijarah* contract must be clear, specific and something of property value.

The pillars of *ijarah* in the compilation of sharia economic law based on Article 295 consist of *Musta'jir* (the party who rents), *Mua'jir* (the party who rents), *Ma'jur* (objects that are in *ijarahka*), and *Akad*. According to article 296, *sighat akad ijarah* must use clear sentences and *akad ijarah* can be done orally, in writing, and/or with gestures. According to Article 297, the *ijarah* contract can be changed, extended, and/or canceled based on the agreement. According to Article 298, the *ijarah* contract is enforced for the future, the parties who perform the *ijarah contract* must not cancel it just because the contract has not yet been valid. According to Article 299, the *ijarah* contract that has been agreed upon cannot be canceled because there is a higher offer from a third party. According to Article 300, If the *musta'jir* becomes the owner of the *ma'jur*, the *ijarah* contract ends by itself, it also applies to *jama'i/collective ijarah*.

The conditions for the implementation and settlement of *ijarah* are regulated in Article 301; To complete the process of an *ijarah* contract, the parties who perform the contract must have the ability to perform legal acts. According to Article 302, the *ijarah* contract can be carried out face-to-face or remotely. According to Article 303, *Mu'ajir* must be the owner, his deputy, or his companion. According to article 304, the use of *ma'jur* must be included in the *ijarah contract*, when the use of *ma'jur* is not specifically stated. According to Article 305, if one of the conditions in the *ijarah contract* does not exist, then the contract is invalid. According to Article 306, the *ijarah* money must not be paid if the *ijarah* contract is invalid, the fair price of *ijarah* / *ujrah-al-mitsli* is the price of *ijarah* determined by an experienced and honest member [38]–[40].

Ijarah money whose payment is regulated in article 307, *ijarah* services can be in the form of money, securities, and/or other objects based on an agreement, *ijarah services* can be paid or without a down payment, payment is precedence, payment is made after the *ma'jur* is completed, or owed based on an agreement. According to Article 308, the advance payment cannot be returned except for other provisions in the contract, the advance payment must be returned by the *mu'ajir* if the cancellation of the *ijarah* is made by him, the advance payment must not be returned by the *mu'ajir* if the cancellation of the *ijarah* is made by the *mus'tajir*.

In the compilation of sharia economic law, the use of *ma'jur* is regulated in article 309, *Musta'jir* can use *ma'jur* freely if the *ijarah* contract is carried out absolutely, *musta'jir* can only use *ma'jur* in a certain way if the *ijarah* contract is carried out in a limited manner. According to Article 310, *musta'jir* is prohibited from renting and lending *ma'jur* to other

parties except with permission from the renting party. According to Article 311, *ijarah* money must be paid by *Musta'jir* even if *the ma'jur* is not used.

Maintenance of *the ma'jur*, and liability for damage is regulated in Article 312, maintenance of *the ma'jur* is the responsibility of *Musta'jir* unless otherwise specified in the contract. According to Article 313, *damage to the ma'jur* due to *Musta'jir's negligence* is his responsibility unless otherwise specified in the contract, if the *ma'jur* is damaged during the contract period that occurs not due to *Musta'jir's negligence*, then *the mu'ajir* is obliged to replace it if the *ijarah* contract does not stipulate the party responsible for the damage to *the ma'jur*, then the customary law that applies among them is used as a guideline. According to Article 315, if there is damage to *the ma'jur* before the agreed services are fully received by *Musta'jir*, it is still obliged to pay *ijarah* wages to the *mu'ajir* based on the time and services obtained. The determination of the nominal amount of *ijarah* money is carried out through deliberation [38]–[40].

The price and period of *ijarah* are regulated in article 315, the value or expectation of *ijarah* is determined based on the unit of time. The unit of time in question is minutes, hours, months, and/or years. According to Article 316, the beginning of *the ijarah time* is stipulated in the contract, or on a customary basis, the *ijarah* time can be changed based on the agreement of the parties. According to article 317, the excess time in *ijarah* carried out by *musta'jir* must be paid based on mutual agreement.

The type of *ma'jur* is regulated in article 318, *ma'jur* must be halal and *mubah objects*, and *ma'jur* must be used for things that are justified according to sharia, the Law of Alliances, or the Law of Agreements.

Articles 1560, 1564, and 1583 of the Civil Code stipulate that the lessee has obligations, namely: 1) Using the rented goods, by the purpose given that the goods are by the lease agreement, or if there is no agreement regarding it, according to the purpose that is suspected to be related to the circumstances. 2) Pay the rental price at predetermined times. 3) Bear all damages incurred during the lease, unless the tenant can prove that the damage occurred through no fault of the tenant. 4) Carry out small and daily repairs according to the content of the lease agreement and local customs.

The researcher can conclude from various relevant references that in terms of the object, *ijarah* can be divided into two types, namely 1) *Ijarah benefits (al-ijarah ala al-manfa'ah)*, for example, renting a house, vehicle, clothes, and jewelry. 2) *Ijarah is an employee (al-ijarah ala al-a'mal)* by hiring someone to do a job [45].

According to Sjaichul Hadi Permono, the principles of Sharia economics are the principle of justice, the principle of *al-ihsan* (doing good), the principle of *al-mas'uliyah* (responsibility), the principle of *al-kifāyah* (sufficiency), the principle of *al-wasāṭyah* (balance), the principle of honesty and truth, the principle of no coercion, the principle of no coercion.

The 'Aisyiyah Tunas Harapan Orphanage is one of the charities in the field of social welfare of the 'Aisyiyah Regional Executive of Pontianak City, which was established by Hj. Ruminah, located in 1974 located in Gang Busri Jalan Imam Bonjol, in 1978 obtained waqf land from the 'Aisyiyah Regional Executive on Jalan Abdurahman Saleh VII No 2 RT/RW 003/008, Bangka Belitung Laut Village, Southeast Pontianak District, Postal Code 78124, Pontianak City, West Kalimantan.



Figure 1. The 'Aisiyyah Tunas Harapan Orphanage

The Party Tools owned by the Orphanage were established by Hj. Ruminah in 1976, this business is one of the supports in the operational costs of the orphanage, the place where this party equipment is rented is integrated with the orphanage building, which rents various kinds of party equipment such as tableware, cooking utensils, tents, stages, decorations and the like. The Orphanage does not only focus on renting for weddings but also other events such as Thanksgiving, circumcision parties, Muhammadiyah events, and recitations.

At this time this party equipment business has 4 employees and is assisted by several orphanages who have studied to run this business, has a special warehouse to accommodate all party equipment and has 2 vehicles to transport equipment to the location of the tenants.

Renting is an economic activity that is widely carried out by the community, especially what happens in this orphanage, the community around Pontianak and Kubu Raya, both Muhammadiyah residents and the general public carry out rental activities for renting party equipment in this orphanage [38]–[40].

In this case, the researcher has made observations by interviewing and seeing firsthand the process of renting party equipment that will be rented to tenants who want to rent the equipment. The researcher's observation where the form of a rental agreement for renting party equipment between the two parties, namely the owner and tenant in the orphanage, the agreement that is often used is a verbal agreement only or not written. (Spontaneously speaking in the absence of strong evidence).

Rental contract for renting wedding reception equipment in this orphanage, tenants contact first or go directly to the location, namely the Orphanage to discuss more details related to the rental of party equipment. Then the tenant explained how many tents would be rented for the wedding. After an agreement on several rented party equipment, the owner agreed on the number of tents, and for the price and payment time, the owner explained how much the tent rental price and the payment time that the tenant had to make.

Table 2. Structure of Renting Wedding Reception Equipment 2021-2026

No	Owner	The 'Aisiyyah Tunas Harapan Orphanage
1	Director of 'Aisiyyah Tunas Harapan Orphanage	Hj. Hidayah, M.Pd.I.
2	Head of Fund and Entrepreneurship Division	H. Helmi Zen
3	Coordinator of Renting Wedding Reception Equipment	Wahyati

4	Staff of Renting Wedding Reception Equipment	Tukiyo Budiono Muhsin Mazani M Adi Saputra
5	Admin	Siti Nor Inahuhidayah Laras Daniah

From the explanation above, researchers can conclude that the tenants ordering wedding equipment are carried out directly and indirectly. The contract only mentions the date, day, and the amount of equipment needed by the tenant and explains the determination of the price and payment time in detail clearly, related to payments can be made loosely, tenants can pay at the beginning or after renting [45].

Table 3. Facilities of Renting Wedding Reception Equipment

No	Facilities	Details	Note
1	Wedding Tents	Complete	Good
2	Stage	Complete	Good
3	Catering Equipment	Complete	Good
4	Tables	Complete	Good
5	Chairs	Complete	Good
6	Two Cars	Available	Good

The practice of renting in this orphanage, when viewed from the principles and conditions of *ijarah* based on the compilation of sharia economic law, from *Musta'jir* (the renting party) and *Mua'jir* (the renting party) all can perform legal acts, *Ma'jur* (objects that are *ijarahed*) in the form of party equipment, the contract is carried out orally. First, *Aqid* (Person who has a contract), the party that carries out the contract consists of *ajir* and *musta'jir*, namely the person who carries out the lease. Both parties, both owners and tenants, are qualified to make party equipment rental transactions. The condition here is that both parties have reached puberty, are in good health, there is no coercion and it is done voluntarily. According to scholars Shafi'i and Hambali, it is required to be able to take legal action, because it is the main element of the occurrence of a contract. Both parties make a contract by adjusting to the needs of the tenant at the tenant's own will. Thus, both parties have fulfilled the principles and requirements of *ijarah*. Secondly, *Shigat* (Ijab and Qabul), *Shigat* is something that can express the intention of both parties. *Ijarah* has not been said to be valid if the *ijab* from the tenant and *qabul* from the rental owner has not been pronounced. *Shigat* is performed using oral, written, or gesture of renting such as submission and acceptance. In a rental transaction, renting is said to be valid if both parties have done the words *ijab* and *qabul*. However, if it is not possible, because of the barrier, it is allowed to use a letter containing *ijab* and *qabul* [38]–[40].

Based on the practice that occurs in this orphanage, it has followed the principles of Islamic economic law, every transaction must pay attention to several principles, including the principle of *Ibahah* (permissible), the Principle of *Ar-Ridho* (Willingness), the Principle of Justice, the Principle of *Maslahat*, the Principle of avoiding the elements of *gharar*, *riba*, and *dzhulum*.



Figure 2. Interviews with Respondents to Obtain Objective and Valid Research Results

Based on discussions with Dr. Bustami, SE, M.Si an Islamic economic expert, Lecturer in Islamic Economics at Tanjungpura Pontianak University, Sharia Supervisory Board of LazisMu West Kalimantan, Sharia Council of Bank Kalbar Syariah, and as Director of Sharia Infrastructure and Ecosystem of the Regional Committee for Sharia Economics and Finance (KDEKS) of West Kalimantan. The practice of renting in the orphanage can be guided by the DSN Fatwa Number 09/DSN-MUI/IV/2000 concerning ijarah financing. Based on the principles and conditions in the practice of renting party equipment in orphanages, it is considered legal, but it is just that there is no record of the practice transaction. He suggested that it be recorded and that there be witnesses in every transaction based on Surah al Baqarah verse 282 [\[45\]](#).

Analysis and Discussion

The practice of renting party equipment at 'Aisyiyah Tunas Harapan Orphanage in Pontianak City presents an interesting application of Sharia Economic Law, particularly the concept of Ijarah (leasing). In essence, Ijarah is a contract that allows for the use of an asset in exchange for a specified payment, and it must adhere to Islamic legal principles of fairness, transparency, and the absence of prohibited elements such as gharar (uncertainty) and riba (usury). The practice at 'Aisyiyah Tunas Harapan Orphanage is based on trust between the lessor (orphanage) and the lessee, which forms the foundation of the rental agreement. This trust-based agreement, however, lacks formal documentation, which weakens its legal standing and may potentially lead to disputes [\[38\]–\[40\]](#).

From a Sharia Economic Law perspective, the practice of renting party equipment aligns with the principles of Ijarah, provided that the terms of the contract are clear, mutual consent is obtained, and both parties understand their responsibilities. The rental agreement allows the orphanage to generate revenue, which helps support its operations, while simultaneously providing the community with affordable party equipment rental services. This practice not only reflects the principle of ta'awun (cooperation in kindness) but also aligns with SDG 1 (No Poverty) and SDG 8 (Decent Work and Economic Growth), as it enables the orphanage to contribute to the local economy [\[38\]–\[40\]](#).

However, the absence of a written contract poses several challenges. In Islamic legal terms, a contract is considered valid if both parties agree on its terms, but without formal documentation, there is a risk of ambiguity or miscommunication. This can lead to legal disputes, especially if there are disagreements over damaged goods or the terms of the rental. A formal written agreement would enhance legal

clarity and minimize the potential for disputes, making the practice more robust and legally binding [45].

Moreover, in terms of the SDGs, this practice contributes to sustainable economic development by providing a model of Islamic entrepreneurship that promotes financial sustainability for social institutions. Implementing formal contracts that comply with Sharia law would further strengthen the orphanage's business model, ensuring its long-term success and alignment with the SDGs.

CONCLUSION

Based on the analysis of the practice of renting party equipment at 'Aisyiyah Tunas Harapan Orphanage in Pontianak City, it can be concluded that the rental agreements are conducted based on mutual trust between the lessee and the business owner. Tenants approach the orphanage directly or contact them by phone to arrange the rental. The agreement includes responsibilities regarding damage or loss of equipment, where tenants are required to provide compensation. Additionally, if the provided equipment does not match the initial agreement, the lessee is entitled to a replacement or a discount. From the perspective of Sharia Economic Law, this rental practice aligns with the principles of Ijarah as outlined in Islamic jurisprudence. The primary goal of this business initiative is to facilitate community needs while supporting the operational sustainability of the orphanage, which is in line with the Islamic principle of mutual benefit (ta'awun). This rental activity not only provides economic benefits for the orphanage but also helps the community reduce event costs. The practice upholds fundamental Ijarah principles, such as mutual consent, clarity in contract terms, and fairness. However, the absence of a formal written agreement weakens its legal standing, increasing the potential for disputes. In the framework of the Sustainable Development Goals (SDGs), this rental practice contributes to SDG 1 (No Poverty) by providing a sustainable financial model for the orphanage, SDG 8 (Decent Work and Economic Growth) by creating economic opportunities, and SDG 16 (Peace, Justice, and Strong Institutions) by emphasizing ethical business practices. However, to ensure compliance with Islamic legal principles and strengthen the legal validity of rental agreements, it is recommended that the orphanage implement written contracts that outline the terms, conditions, and dispute resolution mechanisms. This will enhance legal certainty and minimize potential conflicts while ensuring the business continues to align with Sharia and SDG principles.

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Author Contribution

All authors contribute equally to the publication of this paper, all authors read and agree to this paper, and all authors declare no conflict of interest.

Conflicts of Interest

The author declares no conflict of interest.

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