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IMPLEMENTATION FINANCING CONTRACT RAHN TASJILY CUSTOMER PROBLEMS AT BMT UGT NU CAPEM PESANGGARAN REGENCY BANYUWANGI

Munawir*, Muhammad Riza Aziziy, and Silvia
IAI Darussalam Blokagung Banyuwangi, Banyuwangi, Indonesia
**email Corresponding author: munawiriaida@gmail.com*

ABSTRACT
In life Public often found condition the people who have treasure in form besides money and on moment particular concerned experience liquidity until need fund in form cash. Frequent choice used by Public moment condition liquidity is pawn valuables this is where the role of the BMT is to help society in shape service pawn goods that are in accordance with the Islamic economy. The purposes of this study are 1) To find out the implementation of the rahn contract financing carried out by the BMT UGT NU sub-district head of Pesanggaran Banyuwangi Regency, 2) How to deal with problem customers at BMT UGT NU subdistrict head of Pesanggaran, Banyuwangi district. This type of research is descriptive qualitative. Test data validity using triangulation good triangulation source, tringulation technique and triangulation time. As for for analyze data using data reduction, data presentation and withdrawal conclusion. The implementation of rahn contract financing where members have agreed to submit letters of ownership of goods to the BMT and the BMT gave the money to members, this is where the agreement applies, and the BMT requests safekeeping or ujroh services from certificates or other securities to members. And the way to deal with problem customers is by contacting the party customers before due date, if you cannot be contacted, the BMT will come to his house to ask explanation from ri party customers by logical moment can not pay and who should done by the BMT, namely: resejul come back.

Keywords:
Financing Contract Rahn Tasjily; Customer Problem

INTRODUCTION

After the Covid-19 pandemic, the community's economic order experienced shocks, both at the national and regional levels. This has had an impact on financial institutions, both Bak and non-Bank, especially the increasing number of customers to finance with the Rahn Tasjili contract at BMT UGT NU Capem Pesanggaran, even though BMT UGT provides various products, of the many products to date, the one that is of greatest interest is the contract Rahnu Tasjliy because the community before the pandemic kept a lot of investments in the form of movable and immovable property, immovable property such as land, rented houses etc., movable property such as cars, motorbikes etc.

In the post-pandemic period, the community felt a considerable impact, especially economic actors, especially the lower middle class, many SMEs, especially many who experienced liquidation, began to reorganize their economies by borrowing money as capital at Islamic Financial Institutions, especially at BMT UGT Capem Pesanggaran using the rahn contract system. Tasjily, even though there are many financing systems offered by BMT UGT, namely the financing of Al-qarlul Hasan, Murabahan and Bai'bitsamanil Ajil, Mudlarabah and Musyarakah, Rahn, because this rohn tasjily system is a new system that is considered suitable for the community because in the rohn system is divided into 3 namely Rohn Takmini, Rohn Tasjily and rohn ihyali, Rohn takmini is proof of ownership in the form of a certificate, BPKB, which will be handed over to the murtahin (BMT UGT), while rohn Tasjili is financing where objects or assets are either moving or not moving is controlled by the rohin (the person who men mortgage) while rohn ihyali is a form of financing in which the rohin (mortgaging) will submit all proof of ownership and the goods or objects are handed over to the murtahin (Pawnshop). Rohn ihyali is a financing agreement that has generally taken place in bank and non-bank institutions, so that in some cases the implementation of rohn ihyali according to fiqh scholars has different opinions.*First* the goods that are pawned cannot be taken advantage of by the murtahin (the court). Because the goods are collateral for debt, *second opinion* The murtahin cannot take advantage of collateral items even if he gets permission from the rohin because taking advantage of these items is the same as usury, this is confirmed by the hadith:…………………..

It means :*Every debt that attracts interest is riba (H.R. al Harist bin Usamah).*).

Third opinion it is permissible to use pawned goods if permitted by the rohin because in essence the item belongs to the rohin, this is in accordance with the DSN fatwa No. 25/DSN-MUI/III/2022 in general provisions confirming that "marhun and its benefits still belong to the Rohin , marhun may not be used by the murtahin except with permission from Rohin without reducing the value of marhun and its use is only a substitute for maintenance and maintenance costs ",*fourth opinion* can't take advantage of gadi goods unless there is an agreement between both parties

What is meant by Rahnu contract*Tasjily* is a financing agreement in which goods are used as collateral accompanied by proof of ownership. In practice, proof of ownership of the guarantee is handed over to the BMT (baitul mal wattamwil) UGT NU as the murtahin party, while the collateral is still handed over to the rohin, namely the person doing the financing. So that rohn tasjili is in great demand by the public because customers are not charged interest on loans obtained but only need to pay administration fees, deposit service fees, collateral maintenance costs. And usually the amount of maintenance and storage costs for marhuns cannot be determined by the amount of the loan. Deposit service fees are based on an ijarah contract. Al ijaroh comes from the word*to air* which mean*al 'Iwadlu* (replace), so al ijaroh is an agreement for the transfer of usufructuary rights to goods and services through the payment of rental wages without being followed by the transfer of ownership of the goods themselves, Antonio (2001:107). Meanwhile, Rahn Tasjily is guided by the Fatwa of the National Sharia Council No. 25/DSN-MUI/III/2002- Rahn Tasjily. Based on the background above, the researcher is interested in conducting research with the theme "**Implementation of Rahn Tasjily Contract Financing Problem Customers at BMT UGT NU Capem Pesanggaran Banyuwangi Regency**

Financing Implementation

Implementation is an attempt to implement, achieve, also realize and produce. Implementation is also a policy where the process for achieving the goals that have been set becomes a reality, according to Tahir (2014). An activity that becomes a reality must be planned and implemented according to certain guidelines to achieve the desired goals, according to Firdianti (2018)

Financing is the provision of debt or bills that can be equated, based on an agreement or agreement between the two parties that requires the party being financed to return the money or bill after a certain period of time with profit sharing.

Funding broadly means financial or spending, namely funding issued to support investments that have been planned either carried out alone or carried out by other people. Meanwhile, in a narrow sense, financing is used to reduce funding made by financing institutions, while sharia financing is financing that uses sharia principles, transparency, responsibility and honesty in transactions (Sholahuddin, 2014).

According to Sholahuddin (2014) the principles of financing are:

1. Universal
   Does not discriminate between various parties because of an ethnic background, religion, race, and class in providing services.
2. Clear
   This principle is reflected in the way in which information is conveyed in the contract regarding the responsibilities of mutually agreed financing conditions.
3. Clean
   Only by using sharia financing procedures to guarantee that all transactions are carried out in a manner that is in accordance with Islamic sharia.
4. Open
   The price offer is submitted in detail and transparent regarding the cost of the product and the desired profit margin by the financing institution as the total cost that must be borne by the buyer, for example according to a mutual agreement.
5. Fair
   Through sharia financing, financial institutions place user customers with balanced rights, obligations, benefits and risks in a fair and equitable manner.
6. Honest
   Be honest in conveying the information that is in accordance with the conditions and what it is.

1. Lags

a. The meaning of the contract

Hasbi Ash-Shiddieqy cites the definition put forward by Al-Sanhury, the contract is a consent qobul agreement that is justified by syara' which determines the willingness of both parties. (Abdul aziz Muhammad Azzam, 2010:15).

Akad is a relationship or connection between ijab and qabul that is permitted by syar'a and has certain implications, ijab and qabul are words or actions that reflect the willingness of two parties to execute a contract or agreement (Djuwaini, 2015:48).

The basis of contract law is found in Al-Qur'an surah Al-Maidah verse 1 as follows:

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْٓا اَوْفُوْا بِالْعُقُوْدِۗ اُحِلَّتْ لَكُمْ بَهِيْمَةُ الْاَنْعَامِ اِلَّا مَا يُتْلٰى عَلَيْكُمْ غَيْرَ مُحِلِّى
الصَّيْدِ وَاَنْتُمْ حُرُمٌۗ اِنَّ اللّٰهَ يَحْكُمُ مَا يُرِيْدُ

It means: *"O people of faith, fulfill the covenant. Permissible for you are livestock, except those that will be recited to you. (that is) by not allowing hunting while you are performing Hajj. Verily, Allah establishes the law of law according to what He wills". (Q.S Al-Maidah:1)*

b. The other pillars of the contract (Dimyauddin Djuwaini, 2010:51):
   1. Belief
      Aqid is a person who has a contract (subject of a contract). Sometimes each party consists of one person, sometimes it consists of several people. For example, sellers and buyers of rice in the market are usually one person each, and the heirs agree to give something to the other party, which consists of several people.
   2. Ma'qud Alaih
      Ma'qud alaih are things that will be contracted (object of contract), such as things that are sold in a contract of sale, in a contract of grant or gift, mortgage, and debt.
   3. Maudhu' al-Aqid
      Maudhu' al-Aqid is the purpose or intention of holding a contract. Different contract, the main purpose of the contract is different. In a sale and purchase contract, for example, the main objective is to transfer the goods from the seller to the buyer by being replaced
   4. Shighat al-Aqid
      Sighat al-Aqid is consent qabul. Ijab is the first expression uttered by one of the parties who will enter into a contract, while qabul is a statement by the second party to accept it. The definition of consent qabul is exchanging something with another so that the seller and buyer in buying something are sometimes not face to face or an expression that shows the agreement of the two parties who enter into a contract, for example those who subscribe to magazines, the buyer sends money via money order post and the buyer receives the magazine from the post office.

c. The terms and conditions of the Agreement include:
   1. The two people who carry out the contract speak act (experts). The contract of a person who does not speak and act is invalid, such as forgiveness, and because it is wasteful.
   2. Those who are made the object of the contract can accept the law.
   3. The contract is permitted by syar'a, performed by a person who has the right to do so, even if he is not aqid who owns the item.
   4. Don't let the contract be a contract that is prohibited by syar'a, such as the sale and purchase of a contract that can give benefits, so it is not valid if the rahn (mortgage) is considered as a reward for trust (trust).
   5. The promise goes on, it is not withdrawn before the acceptance occurs. Therefore, if a person who has committed an ijab withdraws his ijab before acceptance, then the ijab is rejected.
   6. Ijab and qabul must be continuous, so that if a person who gives consent has separated before the qabul has taken place, then the consent will be cancelled.

d. The principles of the Akad include:
   1. The principle of freedom of contact
   2. The principle of the agreement is binding
   3. The principle of mutual agreement
   4. The principle of worship
   5. The principle of fairness and balance of presentation
   6. The principle of honesty (trust)

e. Various contracts include:
   1. Mudharabah contract is an agreement between the owner of capital and the manager to obtain income and profits.
   2. Akad Musyarakah is an agreement between two or more parties in a specific business.

3. A Murabaha contract is a sale and purchase contract in which the price and profit are agreed upon by the seller and the buyer.
4. Bai` al Wafa` is a contract in which a member who needs money sells his goods with an agreement when he can return the price of the goods so he can buy back the goods.
5. An Istishna contract is a sale and purchase contract in the form of an order for the manufacture of certain goods with certain criteria and requirements.
6. Akad Rahn is making material (goods) as security (collateral) for debt, which can be used as debt payment when the debtor member cannot pay the debt and BMT as Murtahin can ask for Ujrah/Collateral Deposit Fee.
7. An ijarah contract is a contract that provides funds to transfer the usufructuary rights or benefits of an item or service.
8. Akad hiwalah is an agreement to transfer debt originating from the debtor to another party.

2. Rahn

1. Meaning of Rahn

According to Sayyid sabiq, rahn is making an item that has property value according to Islamic teachings as a guarantee for a debt, until the person concerned can take the receivables or take some of the benefits of the item (Wangsawidjaja, 2012).

According to Djuwaini (2015) Rahn is holding one of the borrower's assets as collateral for the loan he has received, the object being held has economic value.

According to the madhab imams, the meaning of Al Rohn is:

a. Shafi'iyah scholars
make an item that is usually sold as collateral for a debt to be met at its price, if the debtor is unable to pay the debt".

b. Hanabi scholars
an object that is used as a trust in a debt, to be met at the price, if the debtor is unable to pay the debt.

c. Ulama Malikiyah
something of property value (mutamawwal) that is taken from its owner to be used as a bond for a fixed debt (binding)".

2. Peace of mind

According to jumuhur ulama, the pillars of rahn are (Rozalinda, 2017:254):

1) Shighot (pronunciation of consent and consent)
2) People who are committed (Rahin and Murtahin)
3) Property that was made Marhun
4) Debt (Marhun Bih)

3. Terms and conditions rahn

The legal requirements of rahn are:

1) Rahin and Murtahin
The parties who carry out the rahn contract, namely rahin and martahin must be wise
Healthy, besides being intelligent, has the ability to carry out ownership transactions.

2) Shigot
Shigot may not be bound by certain conditions and also with some time in the future.

3) Marhun bih (debt)
a. Must be a right that must be given or handed over to the owner.

b. Allows utilization, if something becomes a debt that cannot be utilized, then it is invalid.
c. It must be quantified or the amount can be counted, if it cannot be measured or qualified rahn is invalid.

4) Marhun (Goods)

According to Syafi'iyah's opinion, the pawned goods have three conditions, namely:

a) In the form of debt, because real goods are not mortgaged.
b) It becomes fixed, because previously it could not be mortgaged, as if someone accepted a mortgage in exchange for something borrowed.
c) Binding the pawn is not in the process of waiting to happen

The general provisions of the rahn contract in the DSN-MUI, 2014 are:

a) Murtahin (recipient of the goods) has the right to detain Marhun until all debts of Rahin (who handed over the goods) are paid off.
b) Marhun and its benefits remain the property of the rahin, in principle Murtahin may not be used except with Rahin, without reducing the value of the marhun and its beneficiaries as a substitute for maintenance and upkeep costs.
c) The maintenance and storage of Marhun is basically the obligation of Rahin, but Murtahin can also do it, while the cost and maintenance of storage remains the responsibility of Rahin.
d) The amount of maintenance and storage costs for Marhun may not be determined based on the loan amount.

3. Kind of kind of rahn

1) Rahn Iqar.

Rahn iqar or rahn rasmi, rahn takmini, rahn tasjily, is a form of pawning, in which the ownership of the pawned item is only transferred, but the item itself is still controlled and used by the pawnbroker. Example: Mukti owes Ratna actually RP. 10,000,000.00. As collateral for repayment of the debt, Mukti handed over the BPKB of his car to Ratna in a rahn iqar manner, but Mukti still used the car. This concept in positive law is more similar to the concept of giving fiduciary guarantees or trusting the transfer of ownership rights to an object.

2) Rahn Hiyazi

This form of rahn hiyazi is very similar to the concept of mortgage, both in customary law and in positive law. So, in contrast to rahn iqar which only surrenders ownership rights to goods, in rahn hiyazi the goods are also controlled by creditors. Example: Mukti owes Ratna Rp. 10,000,000.00. As collateral for paying off the debt, mukti handed over his car to Ratna in a rahn hiyazi manner, so the car was handed over to Ratna. As is the case with pawning based on positive law, the items pawned can be of various types, both movable and immovable.

4. Akad rahn Tasjily

a. Meaning of rahn tasjily contract

In general, rahn tasjily refers to the basic contract of rahn contract in general. According to the language, pawn, (al-rahn) means*al-tsubut* and*al-habs*namely determination and retention, pledge (rahn) is defined as an item that is used as confirmation or reinforcement of trust in debts and credit (Suhendi, 2013).

In the fatwa of the National Sharia Council Number 68/DSNMUI/III/2008 Rahn tasjily is collateral in the form of goods for debt but the collateral (Marhun) remains in control (utilization) of the rahin and proof of ownership is handed over to Murtahin.

Regarding the provision of pledging goods as debt security in the form of Rahn Tasjily is allowed in accordance with the provisions (DSN-MUI, 2014):

1. Rahin handed over proof of ownership of the goods to murtahin
2. Safekeeping of collateral in the form of legal proof of ownership or a certificate does not transfer ownership of the goods to Murtahin. And if there is a default or non-payment of the debt, Marhun can be forcibly sold or executed directly either through auction or sold to other parties according to sharia principles.
3. Rahin gave authority to Murtahin to execute the goods in the event of default or failure to pay off the debt.
4. The use of marhun goods by rahin must be within reasonable limits according to the agreement.
5. Murtahin can charge maintenance and storage costs for marhun's goods (in the form of legal proof of ownership or certificates) which are borne by the rahin.
6. The amount of maintenance and storage costs for marhun goods should not be related to the amount of the loan given.
7. The amount of the fee is based on real expenses and other expenses.

b. Dasar Hukum Rahn Tasjily

a) Al-Quran

The legal basis that is in the Qur'an for the first time as a basis for Muslims in the world, is found in surah Al-Baqarah 283: 2, namely:

وَاِنْ كُنْتُمْ عَلٰى سَفَرٍ وَّلَمْ تَجِدُوْا كَاتِبًا فَرِهٰنٌ مَّقْبُوْضَةٌ ۗفَاِنْ اَمِنَ بَعْضُكُمْ بَعْضًا فَلْيُؤَدِّ الَّذِى اؤْتُمِنَ
اَمَانَتَهٗ وَلْيَتَّقِ اللّٰهَ رَبَّهٗ ۗ وَلَا تَكْتُمُوا الشَّهَادَةَ ۗ وَمَنْ يَّكْتُمْهَا فَاِنَّهٗٓ اٰثِمٌ قَلْبُهٗ ۗ وَاللّٰهُ بِمَا
تَعْمَلُوْنَ عَلِيْمٌ

It means: "*And if you are on a journey and you don't get a writer, then there should be collateral held. However, if some of you trust some others, let the one you trust fulfill his trust (his debt) and let him fear Allah, his Lord. And do not hide testimony, because whoever hides it, indeed, his heart is dirty (sin). Allah is All-Knowing of what you do*". (*QS. Al-Baqaqrah:283)*

b) Hadith of 'Aishah. Narrated by Imam Muslim, which means:
"*Has narrated to us Ishaq bin Ibrahim Al-Hanzhali and Ali bin Khasyram said: both sacrificed to us Isa bin Yunus bin 'Amasy on the authority of Ibrahim dai Aswad on the authority of 'Aishah said: That the Messenger of God, peace be upon him. Buying food from a Jew by pawning his armor". (HR. Muslim)*

c) Ijma' Ulama'

The majority of scholars agree on the permissibility of the legal status of pawning, based on the story of the Prophet Muhammad who pawned his armor to get food for the Jews.

d) Fiqh rules

The legal basis of fiqh rules becomes one of the references in bermuamalah as follows (DSN-MUI, 2014):

1. The first fiqh rule that is used as a basis for transactions, which means: "*Basically, all forms of muamalat can be done unless there is an argument that prohibits it*".
2. Fiqh rules used in transactions which mean:

"Something that happens based on custom is the same as something that happens based on shari'a' (as long as it does not conflict with shari'at".

5. Troubled Customers.

According to Nasution (2015: 65) customers are individuals or companies that get benefits or products and services from a banking company, including purchasing, leasing and service activities.

A troubled customer is a situation where the customer is unable to pay part or all of his obligations to the bank as agreed. According to Kasmir (2010), in practice it is caused by 2 elements as follows:

1) From the banking side, this means that in carrying out the analysis, the analyst is not thorough enough so that what should happen is not predicted beforehand or maybe the calculation is wrong.
2) From the customer's side, it is caused by two things, namely the first is an element of intent. In this case the customer deliberately does not intend to pay his obligations even though the customer is actually capable. The second element is the accidental element. This means that the debtor wants to pay, but is unable to. Many unfavorable symptoms lead to problem credit cases. If these symptoms can be detected properly and handled professionally, there is hope that the person concerned can be helped. The symptoms that appear as a sign of impending problem customers are:
   a. Deviations from various provisions in the credit agreement
   b. Decline in the company's financial condition
   c. Decreased cooperative attitude of the debtor
   d. A decrease in the value of the guarantee provided
   e. Financial or personal problems

   According to Khotibul Umam (2010: 210) Islamic Financial Institutions in order to help customers to complete their obligations, include:
   1) Rescheduling, namely changes to the customer's payment schedule or the time period.
   2) Return requirements, namely changes in part or all of the Financing requirements, including changes in payment schedules, number of installments, terms and granting of discounts as long as they do not add to the remaining customer obligations that must be paid to the bank.
   3) Rearrangement, i.e. changes to Financing requirements are not limited to rescheduling and re-conditioning, including among others:
      a. Addition of funding facility funds
      b. Financing contract conversion
      c. Conversion of Financing into medium-term sharia securities
      d. Conversion of Financing into temporary equity participation in customer companies.

METHOD

1. Types of research

In this study used qualitative research methods. According to Meolong (2016) qualitative research is research that produces analytical procedures that do not use statistical analysis procedures or methods of quantification.

According to Sugiyono (2014: 1) a qualitative approach is defined as a research method used to examine the condition of natural objects.

This research uses descriptive research, namely this type of research aims to describe, describe, explain, explain and answer in more detail the problems to be studied by studying as much as possible an individual, a group or an event (Sugiyono, 2015: 9). So in this study the researcher used qualitative research with a narrative descriptive approach

2. Location and Time of Research

The location in this research was carried out at BMT UGT Nusantara Capem Pesanggaran, the reason for choosing BMT UGT was because the location was considered strategic because it was close to the market and was located on the side of the main road so that customers could easily make transactions. The time used for research is March - April 2022.

3. Presence of Researchers

The presence of researchers in the field in qualitative research is very important and optimally needed. In qualitative research, the research instrument or tool is the researcher, whose function is to determine the research focus, select informants as data sources, collect data, analyze data, and make data conclusions (Sugiyono, 2014:59-60). In order to make it easier to draw conclusions, the researchers immediately attended the location and met with the head of leadership at the BMT-UGT Nusantara Capem Pesanggaran Banyuwangi Regency and customers of BMT UGT Nusantara Capem Pesanggaran.

4. Data And Data Sources

1) Primary data source

Primary data, namely According to Riski (2016: 90) primary data is data obtained directly from the source, observed, and recorded for the first time by conducting interviews with informants regarding data on the implementation of rahn tasjily contract financing and problem customers at BMT UGT Nusantara Capem Pesanggaran.

2) Secondary data sources

Secondary data sources are data obtained through collecting or processing data that are in the nature of a documentary study in the form of reviewing personal documents, official institutions, references or regulations that have relevance with a focus on research problems. Secondary data is data obtained indirectly, referring to information by collecting existing sources outside the informants (Riski, 2016:90). So what is meant by problematic customer data is secondary data sourced from library materials related to research problems such as: reference books, the internet, journals, documents from several related agencies.

5. Data Collection Procedures

In this case the data collection techniques used by researchers are observation, interviews, and documentation.

a. Observation

According to Sugiyono (2016) Observation is a complex process, a process composed of various biological and psychological processes. According to Sugiyono (2015: 226) observation is the activity of loading research on an object. researchers conducted participant observations at BMT Pesanggaran by participating in all activities related to the implementation of tyasjily contract financing for problem customers. Implementation of rahn tasjily contract financing, customers who do the financing.

b. Interview

In his book Moleong (2016) Interviews are conversations conducted by two parties, namely the interviewer (interviewer) who asks questions and the interviewer (interviewer) who provides answers to questions. According to Esterbaeg, interviews were divided into three, namely structured, semi-structured and unstructured interviews. The interview technique used in this study is a semi-structured interview.

Semi-structured interviews in which the implementation is more free than structured interviews. The purpose of this type of interview is to find problems in a more open and developed manner, where the parties invited to the interview are asked for their opinions and ideas (Sugiyono, 2014:73)

In this research, interviews will be conducted using semi-structured interview guidelines

c. Documentation

Documentation is a written or printed record of past events, they can be in the form of notes, diary terms, and documents (Suharsaputra, 2012). Documentation was carried out to collect data sourced from the rahn tasjily contract agreement documents, the number of problem customers at BMT Pesanggaran.

6. Data Validity

In the process of testing the validity of the data here, researchers use triangulation. Where Triangulation is defined as checking data from various sources at various times, in various ways as follows (Sugiyono, 2016)

There is triangulation of sources, namely by checking information that has been obtained through various sources.

1) Engineering Triangulation

To test the credibility of the information in the triangulation method is the method of checking information with different methods to the same source.

2) Time Triangulation

Time often affects the credibility of information. For example, the information obtained and collected by interview method in the morning when the resource person has not had many problems, is still fresh, so he will be able to provide information that is more valid and more credible.

7. Data analysis

According to Sugiyono (2016) states that qualitative data analysis is an analysis based on the data obtained, then developed into a hypothesis.

As for qualitative data analysis according to Miles and Huberman (Salim and Syahrum, 2015: 147), namely:

1) Data reduction (*Reduction Data)*

Data reduction refers to the process of selecting, focusing, simplifying, abstracting, and what occurs in written field notes (Emzir, 2010). Data reduction is creating sections, classifying, summarizing, tracing themes, and writing memos. The data was obtained from BMT UGT Nusantara Capem Pesanggaran, Banyuwangi district, there is quite a lot of data, for this it needs to be recorded and examined in detail. By focusing on the implementation of rahn tasjily contract financing for problematic customers at BMT UGT Nusantara Capem Pesanggaran, Banyuwangi district.

2) Data presentation (*Display Data*)

Presentation of data is a set of structured information that allows for taking action and drawing conclusions. The researcher presents the data by briefly describing the implementation of rahn tasjily contract financing for problem customers at BMT UGT Nusantara Capem Pesanggaran Banyuwangi district

3) Conclusion (*Conculation Drawing*)

Drawing conclusions is drawing verification of conclusions, in this case the researcher decides what is the meaning of something, notes regularities, patterns, explanations, possible configurations, callusal flows, and propositions (Emzir, 2010).

RESULT AND DISCUSSION

1. Implementation of Rahn Tasjily Contract Funding at BMT UGT Nusantara Capem Pesanggaran Banyuwangi Regency.

The implementation of the contract that is applied is an agreement for the delivery of collateral that is used as collateral to obtain financing facilities and proof of ownership is submitted to BMT. In the implementation of financing*rahn* OfBMT UGT Nu capem Pesanggaran Banyuwangi Regency by looking at the needs of members, one of which is to increase trading business capital, in the financing of rahn which is contracted as goods or collateral or collateral such as certificates or other securities.

In practice, the members have agreed to submit letters of ownership of the goods and after that the BMT gives money to the members. This is where the agreement applies when the delivery of rahn money and goods as proof of the rahn contract, from the BMT asks for safekeeping or ujroh services from certificates or other securities to members. There must be an agreement between the member and the BMT for the repayment period.

The flow of mechanisms in financing rahn tasjily is with members coming to the BMT office and applying for rahn tasjily financing byprovide conditions that must be met by customers to obtain financing consisting of:

1. Financing Application Form.
2. Photocopy of Husband and Wife's or Guardian's KTP.
3. Photocopy of Family Card.
4. Photocopy of Collateral (BPKB accompanied by STNK, Land Certificate accompanied by SPPT).
5. Photocopy of the legality of the business entity.
6. Become a member of a business partner.
7. Open a savings account.
8. Willing to sign documents related to financing.

After that, carry out a survey directly to the financing applicant when all conditions have been met. After both parties fulfill their respective obligations, then proceed with an agreement or contract. *rahn* In the contract, the BMT conveys the installment period and the amount of ujroh that must be paid by members by mutual agreement. The next process is the search for financing. Funds are disbursed through the customer's account or directly confirm to members to come directly to the BMT office to collect money for the disbursement of rahn contract financing.

There is no profit sharing for rahn because the goods from the sale or auction results, if there is an excess, the excess is returned to the owner*I scratched*and the BMT only takes it to pay off debts. And vice versa, if the results of the sale of goods or auctions are lacking, then it is rahin's obligation to cover the lack of debt.

As explained in the Al-Quran which explains about the sharing of revenue:

اَلَّذِيْنَ يَأْكُلُوْنَ الرِّبٰوا لَا يَقُوْمُوْنَ اِلَّا كَمَا يَقُوْمُ الَّذِيْ يَتَخَبَّطُهُ الشَّيْطٰنُ مِنَ الْمَسِّۗ ذٰلِكَ بِاَنَّهُمْ قَالُوْٓا اِنَّمَا الْبَيْعُ
مِثْلُ الرِّبٰواۘ وَاَحَلَّ اللّٰهُ الْبَيْعَ وَحَرَّمَ الرِّبٰواۗ فَمَنْ جَاۤءَهٗ مَوْعِظَةٌ مِّنْ رَّبِّهٖ فَانْتَهٰى فَلَهٗ مَا سَلَفَۗ وَاَمْرُهٗٓ اِلَى اللّٰهِ ۗ
وَمَنْ عَادَ فَاُولٰۤىِٕكَ اَصْحٰبُ النَّارِ ۚ هُمْ فِيْهَا خٰلِدُوْنَ

It means: "*People who eat (take) riba cannot stand except like a person who is possessed by Satan due to (pressure) of insanity. Their situation is because they say (opinion) that buying and selling is the same as usury, even though God has made buying and selling lawful and prohibited usury. Those who have received a prohibition from their Lord, then continue to stop (from taking usury), then for him what he had taken before (before the prohibition came) and his affairs (are up to Allah). Those who repeat (taking riba) then those people are the inhabitants of Hell, they will remain in it" (QS. Al-Baqarah: 275).*

The explanation of the above verses is that people who eat usury cannot stand but are like the standing of a person who has been possessed by a demon because he is mad. That is because they say that buying and selling is the same as usury. Whereas Allah has justified buying and selling and forbidding usury.

The terms and conditions of the mortgagor are the same as the mortgagor, among others:

1) Mature
2) Reasonable

The terms and conditions of the thing pledged include:

1) Items of economic value
2) Goods that can be traded that do not violate the law
3) Rahin's property

The stages of implementing the rahn tasjily contract financing include:

a. Submission stage

   At this stage a customer must come to apply for a loan from the BMT with the following requirements:

   1) Submit a photocopy of ID card or other official identity
   2) Hand over valuable items such as electronics and motorcycles or others

b. transaction stage

   At this stage of the transaction, among others:

   1. The first party and the second party hereby explain the following matters
   2. That the second party has agreed to pawn the first party in the form of goods.
   3. The second party states that the goods are property rights as stated and attached in the ownership statement.
   4. That the first party stated that it had received legal proof of ownership from the second party.
   5. The first party submits money to the second party which is the goods prize money and thus this agreement is valid as a valid proof of the goods prize money.
   6. The second party is charged a monthly BPKB/CERTIFICATE safekeeping fee for the duration of the agreement, starting from the signing of this agreement.

c. There are 3 procedures for rahn tasjily financing, namely:

   1) Submission or application.
   2) Fill out the financing application form

3) Submit financing application requirements:
1) Photocopy of KTP of husband and wife.
2) Photocopy of family card.
3) Photocopy of guarantee letter (land certificate, BPKB, etc.).

d. Process
1. Acceptance and examination of financing applications.
2. Survey and interview to funding applicants.
3. Financing analysis.

e. Realization
a. Completing financing administration requirements.
b. Implementation of the financing agreement and signing of the financing application letter.
c. Requirements for financing money to the applicant.

2. How to Overcome Troubled Customers at BMT UGT Nusantara Capem Pesanggaran Banyuwangi Regency

In general, a customer after applying for a loan, the BMT first conducts a survey and analysis of the new customer and then proceeds to the stage of disbursing the loan funds.

Based on the results of data presentation and research findings, it can be seen that the way to deal with problem customers at BMT-UGT Nusantara Capem Pesanggaran Banyuwangi is after the customer submits a loan application to the BMT-UGT Nusantara Capem Pesanggaran Banyuwangi, then first the BMT-UGT Nusantara Capem Pesanggaran Banyuwangi surveying and analyzing customers whether the customer is eligible or not to get a loan and that's it when surveyed, the next step is to carry out the transaction stage and disbursement of loan funds with the conditions agreed at that transaction stage.

For example, there is a customer who wants to borrow Rp. 10,000,000 from the BMT, but after being surveyed by the BMT, it turns out that the customer does not deserve that kind of loan, like getting a loan of Rp. 5,000,000, on the grounds that after being surveyed by the BMT, that the customer's income cannot be paid, so from the customer's side it is only given that much to prevent the customer from having problems. However, when the customer can pay off on time when the customer is going to borrow again, the BMT has confidence in the customer.

From Mr. Rozaq Annafi's presentation he said: if there is a customer who borrows from BMT but someone wants to run away they still can't because BMT has branches all over the world, when they want to run away to Kalimantan later the BMT will report to the party branches in Kalimantan and the police so that these customers pay off immediately. Because the money that the customer uses is for taking turns or the State's money, for example, when a customer wants to borrow money from the BMT, there are customers who are saving, the money used by the customer is taken from the members who are saving and those who are remitting.

The way to deal with problem customers on the BMT side says that in the agreement there are already articles so if the customer is late it means that the customer has violated the rules already in the agreement.

Ways to overcome include:

1. Before 3 days when the installment is due, the customer has been warned by AOP, via WhatsApp.

2. When the customer does not respond, the BMT is given 5 days after the due date, so if when the customer and the BMT do not respond to the chat with the BMT, then the BMT is still given time or given the opportunity for 5 days.
3. If you have been warned but there is no response, the BMT will come to the customer's house for hospitality and ask, ask the customer the reasons why they cannot pay it off.
4. After getting the reasons for the BMT to consider these reasons.
5. After considering these reasons, there is deliberation from the BMT, then the BMT will make a decision to the customer.
6. That BMT will extend the installments that have been agreed upon by the customer.

According to Khotibul Umam (2010: 210) Islamic Financial Institutions in order to help customers to complete their obligations, include:

2) Rescheduling, namely changes to the customer's payment schedule or the time period.
3) Return requirements, namely changes in part or all of the Financing requirements, including changes in payment schedules, number of installments, terms and granting of discounts as long as they do not add to the remaining customer obligations that must be paid to the bank.
4) Rearrangement, i.e. changes to Financing requirements are not limited to rescheduling and re-conditioning, including among others:
   a) Addition of funding facility funds
   b) Financing contract conversion
   c) Conversion of Financing into medium-term sharia securities
   d) Conversion of Financing into temporary equity participation in customer companies.

According to the results of the interview presentation Mr. Irvan Fadly said: The solution before the disbursement was at BMT there was a committee with officers who surveyed or analyzed the members before the members moved to this disbursement from the SOP.

Every process of solving problem financing or problem customers through the SOP flow that has been determined by the center, including:

1. SP 1 (First warning letter), this summons is delivered to the customer before the 3 days are due.
2. SP 2 (Second call letter), this call letter when the customer does not pay for 1 month.
3. SP 3 (This third summons falls if the customer is late in repaying for more than 1 month.
4. SOMASI (subpoena from court), when the summons for 3 times as above there is no reaction, the BMT reports to the court and finally the summons from the subpoena.
5. Negotiations, like that, happen when the customer negotiates or asks lightly from the BMT.
6. Persuasive approach, this approach is done in order to get relief.
7. Kinship, after having done it in various ways and the last one is family deliberation.

If this process does not find a way out or the customer has difficulty, then the next process is as follows:

1. agreement on the transfer of vehicle assets or SHM, through the process of an agreement letter on a stamp duty.
2. Sales of joint assets by both parties with an agreement on stamp duty.

1. Implementation of rahn tasjily contract financing at BMT UGT Nusantara capem pesantren

Based on the findings of the researcher that in practice, namely the members have agreed to submit letters of ownership of the goods and after that the BMT gives money to members, this is where the agreement is in effect when the delivery of rahn money and goods as proof of the rahn contract, from the BMT asks for safekeeping or ujroh services of certificates or other securities to members. There must be an agreement between the members and the BMT for the repayment period, and the specified ujroh or safekeeping fees may not be submitted based on financing at the time of the contract.

Steps for implementing rahn tasjily contract financing at BMT UGT Nusantara capem pesantren Banyuwangi Regency:

1. Financing Application Form
2. Photocopy of Husband and Wife's or Guardian's KTP.
3. Photocopy of Family Card.
4. Photocopy of Collateral (BPKB accompanied by STNK, Land Certificate accompanied by SPPT).
5. Photocopy of the legality of the business entity.
6. Become a member of a business partner.
7. Open a savings account.
8. Willing to sign documents related to financing.

After it conducts a survey directly to the financing applicant when all conditions have been met. After both parties fulfill their respective obligations, then proceed with an agreement or contract *rahn* In the contract, the BMT conveys the installment period and the amount of ujroh that must be paid by members by mutual agreement. The next process is the search for financing. Funds are disbursed through the customer's account or directly confirm to members to come directly to the BMT office to collect money for the disbursement of rahn contract financing.There is no profit sharing for rahn because the goods from the sale or auction results, if there is an excess, the excess is returned to the owner*I scratched*and the BMT only takes it to pay off debts. And vice versa, if the results of the sale of goods or auctions are lacking, then it is rahin's obligation to cover the lack of debt.

2. How to deal with problem customers at BMT UGT Nusantara tired of Pesanggaran Banyuwangi Regency

Based on the results of data presentation and research findings, it can be seen that the way to deal with problem customers at BMT-UGT Nusantara Capem Pesanggaran Banyuwangi is after the customer submits a loan application to the BMT-UGT Nusantara Capem Pesanggaran Banyuwangi, then first the BMT-UGT Nusantara Capem Pesanggaran Banyuwangi surveying and analyzing customers whether the customer is eligible or not to get a loan and that's it when surveyed, the next step is to carry out the transaction stage and disbursement of loan funds with the conditions agreed at that transaction stage.

The ways to deal with problem customers include:

1. Before 3 days when the customer's installment is due, AOP has warned him.
2. When the customer does not respond, the BMT is given 5 days after the due date.
3. If you have been warned but there is no response, the BMT will come to the customer's house for hospitality and ask questions.
4. After getting the reasons for the BMT to consider these reasons.
5. After deliberation from the BMT, the BMT makes a decision to the customer.
6. That BMT will extend the installments that have been agreed upon by the customer.

The process of solving problem financing or problem customers through the SOP flow that has been determined by the center includes:

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7. Kinship, after having done it in various ways and the last one is family deliberation.

If these 3 processes do not find a way out or the customer has difficulty, then the next process is as follows:

1. Agreement on the transfer of vehicle assets or SHM, through the process of an agreement letter on a stamp duty.
2. Sales of joint assets by both parties with an agreement on stamp duty.

CONCLUSION

Based on the results of data presentation and research findings, it can be seen that the Implementation of Rahn Tasjily Akad Financing at BMT-UGT Nusantara Capem Pesanggaran Banyuwangi has fulfilled several conditions and pillars of the rahn tasjily contract, and Based on the results of data presentation and research findings it can be seen that how to deal with customers problematic At BMT-UGT Nusantara Capem Pesanggaran Banyuwangi is in accordance with the theory of Khotibul Umam.

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