

The Principles and Practices of Akad Ijarah: A Research Application in Islamic Banking

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Abstract. This article investigates the principles and practices of Akad Ijarah and its application in Islamic banking. Using a literature review method, this article explores the fundamental concept of Akad Ijarah and analyzes its implementation in the context of Islamic banking. The research aims to provide a deep understanding of the structure, mechanisms, and benefits of Akad Ijarah for Islamic financial institutions. The analysis results present a comprehensive overview of how Akad Ijarah is implemented in the practices of Islamic banking, as well as the challenges and opportunities it faces. These findings have significant implications for the development of Islamic banking products and services that adhere to Shariah principles. In conclusion, this research highlights the importance of a solid understanding of Akad Ijarah in ensuring the compliance of Islamic banking with Shariah principles.

Keywords: Akad Ijarah, Islamic Banking, Principles, Practices, Shariah Compliance

INTRODUCTION

There are a total of 161 Sharia People's Financing Banks in Indonesia, 12 Sharia Commercial Banks (BUS), and 22 Sharia Business Units (UUS), according to statistics published in June 2015 by OJK (Financial Services Authority). With the presence of Islamic banking, which offers more diverse banking products and services and more diverse financial schemes, many people in Indonesia hope that Islamic banking can become an alternative to conventional banking and meet the needs of their respective communities. This means that Islamic banking offers a variety of products that can be considered as potential solutions to problems plaguing the Indonesian financial system. Rental products are offered by Sharia Bank. Therefore, leased goods can be used as collateral for ijarah financing or as collateral for third parties if they are not owned by the State/Local Government.¹

Islamic banks and the financing method chosen by customers determine the utilization of these contracts. One of the obvious benefits of Islamic banking in Indonesia is the variety of contracts that can be used in it. While regulations prohibit traditional banks from providing rental loans, Islamic banks can still provide funding through ijarah contracts, *mutanhia bi tamlik*. One such financing method is Ijarah Muntahia bi Tamlik (IMBT) which is included in

¹ Wangsawidjaja Z, *Pembiayaan Bank Syariah*, Jakarta: PT. Gramedia, 2012 hal. 214

the Fatwa of the National Sharia Council of the Indonesian Ulama (Islamic Scholars) Council (DSNMUI) which combines rent with buying and selling.

METHOD

The method used in this article is library research with rationale and the choice of stems from several compelling reasons:

1. **Abundance of Existing Literature:** The extensive body of literature available on the subject matter of Akad Ijarah and Islamic banking makes library research an apt method for comprehensive analysis and synthesis.
2. **Accessibility to Diverse Sources:** Library research offers access to a wide array of scholarly journals, books, reports, and online databases, facilitating thorough exploration and understanding of the principles and practices of Akad Ijarah in Islamic banking.
3. **Time and Cost Efficiency:** Compared to primary data collection methods, library research proves to be more time-efficient and cost-effective, as it eliminates the need for fieldwork and resource-intensive data-gathering processes.
4. **Flexibility and Adaptability:** Library research allows for flexibility in exploring various perspectives and approaches, accommodating the dynamic nature of research questions and objectives.

The following sequential steps were undertaken to conduct the library research for this study:

1. **Clarification of Research Objectives:** The research objectives were clearly defined to provide direction and focus for the literature search process.
2. **Systematic Literature Search:** A systematic search strategy was employed, utilizing academic databases, library catalogues, and relevant online repositories to identify pertinent literature related to Akad Ijarah and Islamic banking.
3. **Critical Evaluation and Selection:** identified literature was critically evaluated based on relevance, reliability, and significance to ensure the inclusion of high-quality sources aligning with the research objectives.
4. **Data Extraction and Analysis:** Relevant information and data were extracted from the selected sources, followed by thorough analysis to discern key themes, trends, and insights pertaining to the principles and practices of Akad Ijarah.

5. Synthesis and Interpretation: The findings and insights derived from the literature review were synthesized and interpreted to draw meaningful conclusions and implications regarding the application of Akad Ijarah in Islamic banking.
6. Documentation and Reporting: Finally, the sources utilized, findings obtained, and conclusions drawn were meticulously documented and reported in a structured manner, ensuring transparency and accountability in the research process.

Through the meticulous execution of these steps, the library research method facilitated a comprehensive examination of the principles and practices of Akad Ijarah and its application in the context of Islamic banking, thereby contributing to the advancement of knowledge in the field.

DISCUSSION

A. Akad ijarah

Muamalah (business) includes various sharia products, one of which is the principle of rent which is also called ijarah. The contract (agreement) is the basic principle of ijarah conveyed to the community. Innovations in the sharia capital market system such as sukuk or sharia bonds have brought new developments in the world of modern banking related to muamalah transactions through ijarah, such as ijarah operational leases and ijarah in the form of financial leases which are usually capital leases. Ijarah is a word that can represent money, rent, services, or gifts in Arabic. In ijarah, one party pays another party to use the profits of an asset while the original owner retains the asset as the main asset. ("Fiqh-Muamalat-Ahmad-Sarwat.pdf," n.d.). Meanwhile, according to fiqh scholars, ijarah can have various meanings, including:²

1. "An agreement whose object is the exchange of benefits for a certain period, that is, the ownership of benefits in return, is tantamount to selling benefits." This perspective is based on the opinion of Hasbi Ash-Shiddiqie and relates to ijarah."³ (Suhendi, 2002)

عقد موضوعه المبادلة على منفعة الشيء بمدة محدودة أي تملكها بعوض فهي بيع المنافع

² Akhmad Farroh Hasan, *Fiqh Muamalah dari klasik hingga kontemporer*, Malang: UIN- Maliki Malang Press 2018, hal.50

³ Hendi Suhendi, *Fiqh Muamalah*, Jakarta: Rajawaliipers, 2014, hal. 114-115

Meaning: *An agreement whose object is the exchange of benefits for a certain period i.e. ownership of benefits in return, is the same as selling benefits.*

2. Al-Khatib also had a view on ijarah based on Muhammad Al-Sharbini's opinion: Possession of excess with rewards and conditions.

Based on the above understanding, wages are a type of work right to receive compensation in the form of something of value, paid to workers for services that have been agreed in a written agreement between employers and workers. "Person who rents" is the name given to the landlord who offers rental benefits. What is meant by "person who rents" (tenant) is the name given to the other party responsible for paying rent. The term that Akkad would exploit was ma'jur which means rent. At the same time, ajran or ujarah refers to services rendered in return for profits. The renting party has the right to collect rent and the renting party has the right to collect benefits when the ijarah contract is valid. Reimbursement contract is another name for this type of agreement.⁴ Therefore, the lease includes the following elements:

1. Tenants and more tenants.
2. The two parties have reached an agreement.
3. It is possible to take advantage of rented goods.
4. The use of rented goods is rewarded in the form of money.
5. The advantages of the rental object are well known.
6. Act within a certain period.

Legal basis of Ijarah in the Qur'an

Al-Qur'an Surat Al-Baqarah ayat 233

بِمَا لِلَّهِ أَنَّ عَلْمًا أَوْ لِلَّهِ تَقْوًا ۖ لَمَعْرُوفٍ أَبِئَاتِيكُمْ مَا سَلَّمْتُمْ إِذَا عَلَيْكُمْ جُنَاحٌ فَلَا أُولَدَكُمْ تَسْتَرْضِعُوا أَنْ أَرَدْتُمْ وَإِنْ
بَصِيرٍ تَعْمَلُونَ

"And if you want your child to be breastfed by someone else, then there is no sin for you if you give payment according to what is appropriate. Be fearful of Allah and know that Allah sees what you do." (Q.S. Al-Baqarah [2]: 233)

Al-Qur'an Surah Ath-Thaalaq ayat 65

أَخْرَأَ لَهُ فَسْتَرْضِعْ تَعَاْسَرْتُمْ وَإِنْ ۖ بِمَعْرُوفٍ بَيْنِكُمْ وَأَتْمَرُوا ۖ أَجُورَهُنَّ هُنَّ فَتَأْتُوا لَكُمْ أَرْضَعْنَ فَإِنْ

"Kemudian jika mereka menyusukan (anak-anak)mu untukmu, maka berikanlah kepada mereka upahnya."

⁴ Sri Sudiarti, *Fiqh Muamalah Kontemporer*, Medan: FEBI UIN-SU Press, 2018, hal.194

This verse explains that parents may hire others to breastfeed their children at a fair price. It recognizes the value of the work of others and the need to compensate those who do so.

Hadits Riwayat Bukhari

أَعْطَى رَجُلٌ بِالْقِيَامِ يَوْمَ حَصْنَمُهُمْ أَنَا ثَلَاثَةٌ اللَّهُ قَالَ قَالَ وَسَلَّم عَلَيْهِ اللَّهُ صَلَّى النَّبِيِّ عَنْهُ اللَّهُ رَضِيَ هُرَيْرَةَ أَبِي عَنْ (البخاري رواه) هَاجَرَ يُعْطَى وَلَمْ مِنْهُ فَاسْتَوْفَى أَجِيرًا اسْتَأْجَرَ وَرَجُلٌ نَنَّهُ فَأَكَلَ خُرًّا بَاعَ وَرَجُلٌ غَدَرَ نَمَّ بِي

"From Abu Hurairah (r.a.), from Allah Almighty, said: There are three groups that I will be their enemies of on the Day of Judgment. First, the one who swears an oath in My name betrays him. Second, the one who sells freemen (not slaves), then he eats (takes advantage of them). Third, the one who hires a man, and the worker fulfils his duty, and that person does not pay his wages." (HR. Bukhari).

Hadits riwayat Ibnu Majah

"Give wages to those whom you use their energy before their sweat is dry."

Paying workers quickly when the work is completed or the agreed payment time is described in the hadith above. Because, Allah SWT does not approve his people who do not pay workers because they are considered unfair.

B. Types Of Akad Ijarah

Akad ijarah includes several types:⁵

1. A'mal or asykhah

Service or labour lease agreement The practice of exchanging ijarah, or salary, for the use of the services of others. The person who receives services is called mustajir, the one who gives is called ajir, and the money he receives is called ujrah (price). The two parts of ijarah a'mal are:

a. Ijarah khusus

Ijarah performed by an official in particular. Employees are required by law to work exclusively for those who have paid for it.

b. Ijarah musytarik

In particular, ijarah is carried out in a cooperative or team effort. Cooperation with others is allowed by law.

In an ijarah agreement, as in leasing provided by traditional financing institutions, at the end of the ijarah agreement the leased goods return to the party who rented the goods, namely the bank. After the goods are returned at the

⁵ Andri Soemitra, *Hukum Ekonomi Syariah dan Fiqh Muamalah di Lembaga Keuangan dan Bisnis Kontemporer*, Jakarta Timur: Prenadamedia Group, 2019, Hal 116-117

end of the ijarah period, the bank can rent them back to another interested party or sell the goods by obtaining the sale price for the second hand goods.

2. 'Ayn (Muthlaqah) or 'ala al-a'yan

Contract for the benefit of leased objects. Renting out property for the purpose of being utilized is the purpose of ijarah. In this ijarah the goods rented are the goods that are rented, and neither the term of the lease nor its termination is accompanied by a provision that gives the tenant the right to buy the goods. There are two types of ijarah muthlaqah according to Islamic legal scholars:

- a. This form is commonly used when leasing a commodity or asset for a certain period of time.
- b. This form is used for the purpose of recruiting personnel or specialists for a particular company or project.

3. Muntahiyah bittamlik

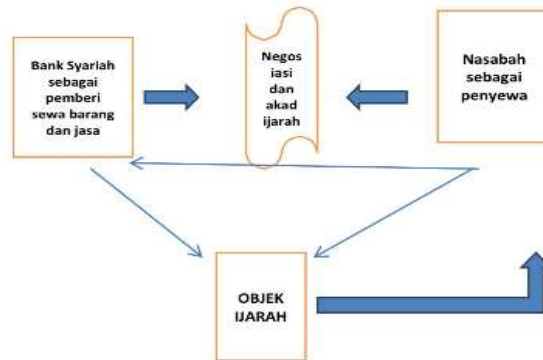
Another option is an ijarah contract that promises the transfer of ownership of the leased goods to the tenant upon completion or expiration of the contract, along with the benefits of the commodity. What is meant by “Ijarah Muntahiya Bit Tamlik” (IMBT) is a type of ijarah transaction in which the parties agree on terms before the lease period expires, including the possibility to own the goods.⁶

IMBT Financing Schemes include:

- a. The first step in applying for ijarah is for the consumer to fill out the application form. Islamic banks check all the information provided to ensure its accuracy and then decide whether the information is appropriate.
- b. Second, DSN states that after the customer makes a rental purchase, the bank will provide the necessary items. Any agent appointed by the bank can purchase assets directly.
- c. Thirdly, the service or product is used by the client under the terms of the agreement.
- d. The fourth step, the tenant must pay the Islamic bank the amount of rent as specified in the lease. Rent is determined by adding up all costs incurred by the person renting the asset.

⁶ Rizal Yaya, dkk, Akuntansi Perbankan Syariah, Jakarta: Salemba Empat, 2014, hal. 252

- e. Fifth, the bank as the legal owner of the goods can transfer property rights to the tenant after the ijarah period ends in the IMBT transaction.⁷ (Choirunnisak and Amalia Jihad, 2020)



4. Ijarah maushufah fi al-dzimmah

- a. There are ijarah contracts for merchandise benefits (benefits) and services ('charity benefits) where quantity and quality are the only specific qualities and specifications mentioned at the time of contract. Fatwa DSN MUI Number 101 / DSN-MUI / X / 2016 regulates several provisions regarding ijarah maushufah fi al-dhimmah, such as:

Provisions relating to the benefits of goods (benefits of 'Ain) and employment ('Charity). Benefits of goods and work in this contract, must:

- 1) To prevent disputes and debates, understand the specifics well (ma'lum mundhabith).
 - 2) It is legally transferable.
 - 3) The time of submission and the duration of ijarah are both agreed.
 - 4) Follow the guidelines established by sharia law.
- b. Conditions related to rental goods
- 1) Rental product specifications should be clear and measurable.
 - 2) The tenant may not yet own the rental property mentioned when the contract is signed
 - 3) For the leased product to be delivered, the lessor must be able to make it happen.
 - 4) Timely realization and delivery of leased goods is quite possible.

⁷ Choirunnisak dkk, *Ijarah Dalam Keuangan Islam*, Palembang, 2020, hal. 71-73

- 5) The schedule for the return of rented goods is subject to mutual agreement between the parties.
- 6) If the leased goods do not meet the agreed standards at the time the contract is made, the tenant has the right to refuse it and ask for a replacement that meets the agreed standards.

c. Provisions related to ijarah

- 1) Ijarah may take monetary or non-monetary forms.
- 2) There should be a consensus on the quantity of ijarah and how to change it.
- 3) The agreement stipulates the mode of payment of ijarah, which can be paid in whole or spread within a certain time.
- 4) The leasing party is considered the legal owner of the ijarah paid by the leasing party after the contract is made.⁸

5. Ijarah tasyghiliyyah

Benefit ijarah agreement where neither party promises to transfer ownership of the leased goods to another party.⁹

6. Ijarah benefits (Al-Ijarah ala alManfa'ah)

This relates to hiring services, namely hiring someone's services in exchange for wages for the services hired. The party who employs is called *musta'jir*, the worker is called *ajir*, the wages paid are called *ujrah*.

C. Implementation of Akad Ijarah in Sharia Banking

One type of Ijarah contract is Ijarah' charity, which provides payment to a third party in return for the services of that third party. You can utilize a property or thing without actually owning it through a form of ijarah called 'ain, which is based on rent. Different ijarah agreements allow for different forms of funding in Islamic banking.

1. Ijarah wa iqtina

In the context of ijarah wa iqtina, the tenant pays rent to the lessee during the specified rental period. After the lease period expires, the tenant has the option to purchase the item by paying a predetermined strike price. This concept allows tenants to use the item by paying rent while providing an option for them to acquire ownership of the item at a later date.

⁸ Andri Soemitra, *Hukum Ekonomi Syariah dan Fiqh Muamalah di Lembaga Keuangan dan Bisnis Kontemporer*, Jakarta Timur: Prenada Media Group, 2019, Hal. 124

⁹ Ainul Yaqin, *Fiqh Muamalah Kajian Komprehensif Ekonomi Islam*, Pemekasan: Duta Media Publishing, 2020, Hal.117

2. Ijarah multi jasa

Multi-service ijarah financing" is a concept that combines the principles of ijarah with financing that covers various types of services. It reflects an agreement in which a lender (usually a bank) provides financing to customers to meet the needs of a particular service, such as education, health, tourism, or employment. In multi-service ijarah financing, customers or tenants use funds provided by the bank to pay or get access to various types of services they need. The customer then pays instalments or rent payments periodically to the bank under a predetermined agreement. So, banks provide financing to customers to benefit from the services needed.

Implementation of ijarah in Islamic banking



Information on ijarah scheme in Islamic banking is as follows:

1. Islamic banks accept ijarah fund requests from clients
2. As ijarah goods, banks buy or rent goods requested by customers from providers in the amount of ijarah fees.
3. The signing of the ijarah contract occurs after the buyer and bank complete the ijarah object, tariff, time period, and maintenance costs. Another requirement is that the customer submits his collateral.
4. The customer receives the object of ijarah from the bank as agreed. Consumers can return their ijarah goods to the bank after the ijarah period ends or use the ijarah mutaniyah bit tamlik contract to transfer ownership in accordance with the initial contract.
5. If the bank buys the item during the ijarah period, then the bank will keep it and use it as an asset to rent back after the ijarah period ends.
6. After the ijarah time is over, the bank returns the item to the provider if it is just renting the item.

If you look at the ijarah scheme and the items that can be rented, it can be seen that the payment services for school or tuition fees and hospital fees are listed in number 4. Because this type of financing is urgent and requires funds in a short time, the Qardh contract (qardhul hasan) is more suitable than the ijarah contract. Because, in a qardh contract, the lender lends money to the borrower with the condition that the borrower must return the original loan amount plus interest by a certain date, all without receiving anything in return. Because helping each other is the key to this qardh contract.

The obligation to pay salaries arises when the ijarah, if in the form of employment, has ended. According to Abu Hanifah, his income should be paid in installments according to the benefits he obtains if there is no alternative work, the contract is in progress, and there are no payment limits or deferral provisions.

Here is an outline of the right to musta'jir wages:¹⁰

1. When the work was done, reasoning to the Hadith narrated by Ibn Majah, the Holy Prophets said

عَرَفُهُ يَجِبُ أَنْ قَبْلَ أَجْرِهِ الْأَجِيرَ أُعْطُوا

Give by you the wages of a hired man before his sweat is dry.

(H.R Ibnu Majah).

2. If you rent a product, you must pay rent when signing the contract. Unless otherwise specified, you can enjoy the item during the rental period.

D. Analysis of Ijarah Contracts in Islamic Banking Practices

Since both a sale and purchase contract and ijarah involve the transfer of property to another party in exchange for monetary rewards, conceptually the two can be compared. The amount of instalments in the ijarah contract can be changed based on projected economic conditions, but must be determined and locked at the beginning of the contract.¹¹ But in the ijarah contract, the tenant only uses the rented goods; No ownership is transferred after the contract is made. It is the right to use the object that is transferred, not the ownership right, when you rent it out.¹²

When a sharia financial institution offers a contract called ijarah, the parties involved are the bank (which acts as the lessor) and the customer (who acts as the user) of the object being leased (which is under the control of the bank). In this case the bank

¹⁰Mawar Jannati Al Fasiri, *Penerapan Al Ijarah Dalam Bermuamalah*, Ecopreneur: Jurnal Ekonomi dan Bisnis Islam, 2021, hal 8

¹¹ Daud Vicary Abdullah dan Keon Chee, *Buku Pintar Keuangan Syariah. Cara Mudah Memahami Prinsip, Praktik, Prospek, dan Keunggulan Keuangan Islam di Zaman Kita*. Pnj. Satrio Wahono, Jakarta: Zaman, 2012 hal. 217

¹² Muhammad Ayub, *Understanding Islamic Finance: A-Z Keuangan Syariah*, Jakarta: Gramedia Pustaka Utama, 2009, hal. 65

rents business space to customers in accordance with the agreement between the parties in Decree Number: 0668/Pers/IJR/IX/2012 dated 27 September 2012. 09/DSN-MUI/IV/2000 concerning ijarah financing, contract terms This is in accordance with the terms of the ijarah contract. One of the parties to the transaction has not demonstrated balance in bearing risk, and there appears to be a real imbalance in performance; This is contrary to the notion of balance (mabda' at-tawazun fi al-mua'wadah).¹³ The danger of payment failure or congestion related to the distribution of funds based on sharia principles by sharia banks and UUS, as stated again in Article 37 paragraph (1) of the Sharia Banking Law, can have.¹⁴

E. Application of ijarah contract on Sharia Bank products

Hajj and Umrah bailout funds are one way for sharia banks to carry out ijarah contracts. Unfortunately, the long waiting period for prospective Hajj pilgrims has hampered the implementation of the Hajj trip bailout funds for the last three years. Due to the uniqueness of the ijarah contract which is included in this Umrah financial instrument, Islamic law provides special considerations.

For those who wish to finance their Umrah, Islamic financial institutions offer tailored models with profitable leases, also called ijarah.

Two different rental models are used in Islamic Financial Institutions: 1) Travel agents sell ijarah objects to banks, who then sell them to customers or prospective pilgrims with an ijarah contract. 2) After the customer or prospective Hajj pilgrim visits the bank to seek financing through an ijarah contract, the bank then transfers responsibility to the travel agent through a wakalah contract. For the Umrah financing scheme, the ulama explain everything as follows: after applying for financing in month A, the rent is paid in that month.

This Umrah financing product, for Sharia Bank, has a maximum validity period of five years, depending on the customer's ability to pay the costs in installments. 44/DSN-MUI/VII/2004 concerning multi-service financing, and the minutes of the DSN-MUI Management meeting on 9 August 2006 concerning multi-services, the Sharia Supervisory Board has determined that ijarah is the correct contract for financing Umrah. Ijarah financing stands out compared to other financing such as mudharabah

¹³ Syamsul Anwar, *Hukum Perjanjian Syariah: Studi Tentang Teori Akad dalam Fikih Muamalat*, Jakarta: PT Raja Grafindo Persada, 2007, hal. 90

¹⁴ Diky Faqih Maulana, *Analisis Terhadap Kontrak Ijarah Dalam Praktik Perbankan Syariah*, Yogyakarta: Volume 6, Nomor 1, 2021, hal. 196

and musyawarah because it allows entrepreneurs to start their business activities without having capital goods. This relieves entrepreneurs of the burden of providing guarantees.¹⁵

CONCLUSION

In sharia banking, goods that can be rented include capital goods such as buildings, structures or offices, production goods such as machines or heavy equipment, vehicles, and also services such as payment of school or college fees, and hospital fees. However, there is an objection that urgent financing such as school or hospital fees may not be under an ijarah contract, it is more suitable to use a Qardh (loan) agreement because it is urgent and requires funds in a short time.

Ijarah agreements in sharia banking must comply with certain provisions in Islamic law. Although overall this agreement fulfils most of the provisions of the Ijarah contract, several clauses burden one party, such as the customer. Some parts of this agreement appear unbalanced, do not pay attention to the principle of balance in bearing risks, or do not take into account the benefits that should be the focus in sharia contracts. Overall, this agreement in the context of a Sharia contract has tried to fulfill the substance of the contract which brings benefits to the parties.

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¹⁵ Hamsah Hudafi dkk, *Penerapan Akad Ijarah Dalam Produk Pembiayaan Bank Syariah*, Gorontalo, 2021, hal. 50-51

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