

[G.R. No. 3402. February 28, 1907]

**JOSE ITURRALDE, PLAINTIFF AND APPELLEE, VS. FRANCISCA ALFONSO,
DEFENDANT AND APPELLANT.**

D E C I S I O N

JOHNSON, J.:

This was an action commenced by the plaintiff against the defendant in the justice's court of the pueblo of Cavite, Province of Cavite, to recover possession of a certain parcel of land alleged to be within the *hacienda* "La Estanzuela." The said justice of the peace rendered judgment in favor of the defendant. The plaintiff appealed to the Court of First Instance of said province.

The complaint filed in said cause alleged that the defendant was occupying and had occupied for some years, a parcel of land within the limits of said *hacienda*, the superficial area of which was 20,400 square meters; that the defendant had been, prior to the month of May, 1902, paying 2 pesos per annum for the use and occupation of said land; that for the year commencing May, 1902, the defendant refused to pay said rental; that during the year 1902 the owner of said parcel of land notified the defendant that commencing with the month of May, 1903, the rental for said parcel of land would be increased to 50 pesos per annum.

The defendant presented her answer in the Court of First Instance admitting that she was the tenant of said land, that she had agreed to pay for the use and occupation of same the sum of 2 pesos per annum, and alleged further that she had made certain permanent improvements on said land and that the plaintiff had no right to increase the rental value of said land.

After hearing the evidence adduced in the lower court the judge thereof rendered a decision against the defendant and in favor of the plaintiff for the sum of 2 pesos for rent corresponding to the year 1902 ending May, 1903, and for the sum of 50 pesos per annum

for each year during which the defendant should occupy said land after the month of May, 1903, and also ordered that the possession of said land be delivered to the plaintiff with costs against the defendant. From this decision the defendant appealed to this court and made numerous assignments of error.

This court has decided (*Jose Varela vs. J. E. Suttrell and S. Darley*,^[1] G. R., No. 1617, and *Iturralde vs. Evangelista*,^[2] G. R., No. 3406) that the owner of land has the right to fix the rental value of his land by increasing or diminishing such rental value. This new rental value fixed by the owner can not affect the contract of the tenant during the period of his contract. If, however, the tenancy is by the month or the year, and the owner of the land has the right to terminate such tenancy at the end of any month or any year, then such owner may, during the month or year covered by the contract, notify the tenant that the amount of rent will be increased or diminished for the month or year following the termination of tenant's contract. The tenant, under these conditions, at the end of the month or the year has the option to accept the new terms imposed by the owner, to vacate the property, or if he continues in possession of the same, he is then obligated to pay what is a reasonable amount for the use and occupation of the same. The mere fact that the owner has fixed a certain price as rental value for said land for a new period does not of itself, necessarily, conclusively fix the reasonable value of the use and occupation of said land. The owner in fixing a new rental value for a new period has the right to insist that the tenant shall either agree to pay the new value fixed or give up the possession of the property. If the tenant refuses to pay the new rental value and continues in possession of the property, and later the owner brings an action of forcible entry and detainer to obtain possession of the land, and to recover damages for the use and occupation thereof, then the question is, What is the reasonable value of the use and occupation of said land? And it is one for the court to determine. The defendant in this action has a right to show that the actual value of the use and occupation of the said land is not that fixed by the owner. In the present case, however, the only defense which the defendant introduced in the lower court was the right of the owner of the land in question to increase the amount of the rent for the use and occupation of said land.

The lower court found from the evidence adduced during the trial (*a*) that the defendant had agreed to pay 2 pesos as rent for the year commencing May 2, 1902, and (*b*) that the rental value of said property for the years subsequent, commencing with the month of May, 1903, was 50 pesos per annum.

An examination of the evidence adduced during the trial in the court below shows clearly

that this finding of fact was justified by such evidence.

It is the judgment of this court, therefore, that the plaintiff is entitled to the following remedy:

(a) To recover of the defendant the sum of 2 pesos as rent corresponding to the year commencing with May, 1902, and to recover the sum of 50 pesos for the year subsequent commencing with the month of May, 1903, until the possession of said property shall be delivered to the plaintiff;

(b) To recover of the defendant the possession of said land; and

(c) To recover his costs.

After expiration of twenty days let judgment be entered in accordance herewith and ten days thereafter the record remanded to the court from whence it came for proper action. So ordered.

Arellano, C. J., Torres, Mapa, and Tracey, JJ., concur.

Carson, J., reserves his vote.

^[1] Not reported.

^[2] Page 588, *post*.
