

JOSE A. BALTAZAR, JOANN MARIE C. BALTAZAR, AND NOEMI C. BALTAZAR, PETITIONERS, VS. HOME GUARANTY CORPORATION, RESPONDENT.

Ponente: BATO, JR., J.

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BATO, JR., J.:

This is a Petition for Review under Rule 42 of the 1997 Rules of Civil Procedure filed by petitioners Jose A. Baltazar, Joann Marie C. Baltazar, and Noemi C. Baltazar, which seeks the nullification and setting aside of the following issuances of the Regional Trial Court (RTC) of Las Piñas City, Branch 201, in Civil Case No. 13-0057, for Unlawful Detainer:[1]

(1) the [2] dated December 13, 2013 (“Assailed Decision”) affirming the Decision[3] of the Metropolitan Trial Court (MeTC) of Las Piñas City, Branch 79, dated April 11, 2013; and

(2) the Order[4] dated March 24, 2014 (“Assailed Order”) denying petitioners' Motion for Reconsideration of the Assailed Decision.

The facts of the case, as found by the MeTC and upheld by the RTC, follow.

Plaintiff-Appellee [Home Guaranty Corporation (HGC)] is a government owned and controlled corporation created under Republic Act 8763. It is the registered owner of the three (3) parcels of land subject matter of this case covered by Transfer Certificate of Title No. T-56307 (Block 1, Unit 24), T-56301 (Block 21-A, Unit 1) and T-56302 (Block 21-A, Unit 61) all located in BF Garden Homes, Las Piñas City.

On August 6, 2004, plaintiff and defendant Joann Marie Baltazar as represented by Jose Baltazar entered into three (3) Contracts to Sell involving the above-mentioned three (3) parcels of land. Pursuant to the said contracts, defendant were able to pay part of the downpayment in the amount of P404,576.56 out of the aggregate P3,344,000.00 total contract price. Since then, defendant was unable to pay any amortization despite several demands to pay. In fact defendant was granted various grace periods. However, defendants were still unable to settle their accounts. On January 26, 2007, plaintiff by way of Notarial Acts of Cancellation, plaintiff cancelled the Contracts to Sell. Plaintiff caused the publication of the Notice of Sale on February 29, 2008 and on November 24, 2008, subject properties were sold to the highest bidder on public auction. On January 22, 2009, a Final Demand Letter was sent to the defendants.[5]

On June 24, 2009, HGC filed an action for Ejectment against petitioners.

In its Decision dated April 11, 2013, the MeTC ruled in favor of HGC, to wit:

Wherefore, premises considered, judgment is hereby rendered in favor of the plaintiff and against defendants, ordering the latter Joann Marie Baltazar, Jose Baltazar, Noemie Baltazar, Violy dela Cruz, and Bernard Umandal, to:

- Immediately vacate and surrender to the plaintiff that (sic) properties identified as:

- Block 1, Unit 24, BF Garden Homes, Las Piñas City covered by TCT No. T-56307 (Exhibits “B” and

“B-1”);

- Block 21-A, Unit 1, BF Garden Homes, Las Piñas City covered by TCT No. T-56301 (Exhibits “D” and “D-1”);

- Block 21-A, Unit 61, BF Garden Homes, Las Piñas City covered by TCT No. T-56302 (Exhibits “F” and “F-1”) of the Register of Deeds of Las Piñas, Metro Manila;

- Pay plaintiff the sum of Twenty Thousand Pesos (Php20,000.00) as attorney's fees and litigation expenses;

- Pay plaintiff the amount of Six Thousand Pesos (Php6,000.00) each occupant per month, as reasonable rent for their continued refusal to vacate the premises, from where the notice to vacate was sent up to the time defendants, shall have finally and actually vacated subject premises.

SO ORDERED.

Aggrieved, petitioners filed an Appeal before the RTC, raising the following issues:

A. The lower court has committed palpable and serious error by failing to consider that the claims, discussions, arguments and documents raised by plaintiff-appellee in its position paper cannot be given due credence due to lack of the requisite verification of the aforesaid position paper.

B. The lower court has committed palpable and serious error by failing to consider that the facts alleged in the Amended Complaint is (sic) jurisdictionally defective, since the three (3) notices to vacate (Annexes Z, AA & BB of the Amended Complaint) do not show that the defendants-appellants have failed to satisfy the demand within a period of at least 15 days from receipt thereof, as required by Section 2, Rule 70, since the property involved are three (3) parcels of land.

C. The lower court has committed palpable and serious error by failing to consider that defendants-appellants are not deforciant possessors of subject three (3) parcels of land, due to lack of valid demand to vacate from the plaintiff-appellee.

D. The lower court has committed palpable and serious error by failing to consider that it lacks jurisdiction over the subject matter of the case, considering that the Amended Complaint dated 26 July 2010 was filed beyond the one (1) year period from date of the last three (3) notices to vacate dated 22 January 2008.

E. The lower court has committed palpable and serious error by failing to consider that in the absence of affidavit of merit, the plaintiff-appellee has failed to satisfactorily explain by the means allowed under the Rules of Court, the reason for the alleged mistake on the dates appearing in the aforesaid three (3) notices to vacate, which is different from the date of “January 22, 2008” as appearing thereon.[6]

As mentioned above, the RTC issued the Assailed Decision affirming the decision of the MeTC, the dispositive portion of which reads:

WHEREFORE, premises considered, the Decision of the Metropolitan Trial Court, Branch 19, Las Piñas City dated April 11, 2013 is hereby AFFIRMED in toto.

No pronouncements as to costs.

SO ORDERED.

Petitioners' Motion for Reconsideration of the Assailed Decision was denied by the RTC in its Assailed Order, viz.:

Finding no cogent reason to reverse the findings of the Court, the Motion for Reconsideration is hereby denied for lack of merit.

SO ORDERED.

Hence, this petition whereby petitioners impute the following errors on the part of the RTC:

A. The Decision of the RTC is erroneous when it ruled that the Decision of the MeTC cannot be rendered invalid since it was not made solely on the Position Paper but also from other pleadings submitted before – considering that it directly contradicts the provision of Sections 9 & 10, Revised Rule on Summary Procedure.

B. The RTC seriously erred when it ruled that the notices to vacate that were addressed to petitioner Joann Marie Baltazar demanding from the latter to vacate and surrender possession of the three (3) parcels of land within ten (10) days is (sic) irrelevant – for being violative of the provision of Section 2, Rule 70, Revised Rules of Court.

C. The RTC has erred in failing to consider that the possession of petitioners over subject lands cannot be declared unlawful until there is valid notices (sic) to vacate. Alternatively, whether or not the invalidity of the notices to vacate renders the respondent's Amended Complaint filed with the MeTC as jurisdictionally infirmed.

D. The RTC has erred in failing to consider that the respondent's Amended Complaint was filed more than one (1) year from the time the respondent's cause of action has accrued, rendering the MeTC without jurisdiction over the subject ejectment case.

E. The RTC has erred in failing to consider that respondent lacks the legal personality and cause of action to institute the ejectment suit and to ask for further reliefs, such as, rentals, actual and compensatory damages.[7]

We dismiss the petition on both procedural and substantive grounds.

At the onset, We note the formal defects of the petition. The Verification and Certification of Non-Forum Shopping and the Affidavit of Service accompanying the petition are defective in that the Notary Public before whom the documents were subscribed and sworn to failed to indicate his notarial commission number and place of commission, in violation of Section 2,[8] Rule VIII of the 2004 Rules on Notarial Practice.[9] The notarial certificate being deficient, it was as if the notarial acknowledgment was unsigned.[10]

The procedure for appeals from the Decision of the RTC in the exercise of its appellate jurisdiction, as in this case, is embodied in Section 2, Rule 42 of the 1997 Rules of Civil Procedure which details the form and contents required for the sufficiency in form and substance of a petition for review, viz.:

SEC. 2. Form and Contents. – The petition shall be filed in seven (7) legible copies, with the original copy intended for the court being indicated as such by the petitioner, and shall (a) state the full names of the parties to the case, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the specific material dates showing that it was filed on time; (c) set forth concisely a statement of the matters involved, the issues raised, the specification of errors of fact or law, or both, allegedly committed by the Regional Trial Court, and the reasons or arguments relied upon for the allowance of the appeal; (d) be accompanied by clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, certified correct by the clerk of court of the Regional Trial Court, the requisite number of plain copies thereof and of the pleadings and other material portions of the record as would support the allegations of the petition. (Emphasis Ours.)

Non-compliance with any of the foregoing requisites is a ground for the dismissal of a petition based on Section 3 of the same Rule, to wit:

Sec. 3. Effect of failure to comply with requirements. – The failure of the petitioner to comply with any of the foregoing requirements regarding the payment of the docket and other lawful fees, the deposit for costs, proof of service of the petition, and the contents of and the documents which should accompany the petition shall be sufficient ground for the dismissal thereof.

In their petition, petitioners impute error on the part of the RTC for affirming the MeTC Decision which was allegedly based on an unverified position paper filed by HGC. Petitioners, however, failed to attach a copy of HGC's position paper. Considering that the most relevant document is, evidently, the position paper itself, such failure of petitioners to attach a copy thereof is fatal to the petition and a clear violation of Section 2, Rule 42 of the Rules of Court which requires that pleadings and other material portions of the record as would support the allegations of the petition be filed with the petition.

As elucidated in *Atillo vs. Bombay*,^[11] the purpose of submitting the pleadings or material portions of the record of the case would support the allegations in the petition is to enable the CA to determine at the earliest possible time the existence of prima facie merit in the petition.^[12]

Be that as it may, even if We set aside such procedural infirmities, the petition must still fail for being patently without merit.

Petitioners insist that since the notices to vacate sent by HGC which gave them only ten (10) days to vacate the subject properties did not comply with the required fifteen (15)-day notice under Section 2, Rule 70,^[13] Revised Rules of Court, the Complaint filed by HGC before the MeTC is jurisdictionally infirmed.

As pointed out by the RTC, however, although said notices mentioned of ten-day period, the complaint was filed in June 2009 or five (5) months since the last demand to vacate was made in January 2009, which gave petitioners more time than what the law requires.

We find that the RTC ruled according to prevailing jurisprudence. In the case of *Limbauan vs. Acosta*,^[14] the Supreme Court ruled that:

the fact that respondent's demand letter granted petitioner five (5) days to pay and to vacate the subject property is of no moment because what is important and required under Section 2 of Rule 70 is for the lessor to allow a period of fifteen (15) days to lapse before commencing an action for unlawful detainer. (Emphasis Ours.)

Consequently, petitioners' argument that their possession of the subject lands cannot be declared unlawful until there are valid notices to vacate deserves scant consideration.

Petitioners also claim that the RTC and the MeTC erred in ruling that the last demand to vacate was made on January 22, 2009 even if the date reflected on the copies of the notices to vacate which were attached to the Amended Complaint is January 22, 2008. Petitioners insist that when HGC belatedly claimed the alleged mistake after the filing of the Amended Complaint, the MeTC should have required the execution of an affidavit of merit before it entertained the correction of the alleged mistake. Nonetheless, petitioners argue that even if the notices of demand were indeed dated January 22, 2009, the filing of the Amended Complaint on July 26, 2010 was beyond the one year period provided under Section 1, Rule 70 of the Revised Rules of Court.

Anent the date of the notices to vacate, the RTC ratiocinated:

Plaintiff explained that the dates on the demand letters were erroneously typed when in fact it was "January 22,

2009.” The same was substantiated by the testimony of Mr. Yancy Manaog, account officer of BF Garden Homes and existence of the driver's trip ticket and use of vehicle authorization slip. It being the true date of the notices which is January 22, 2009, the complaint filed on June 2009 is well within the one (1) year period which therefore negates the claim of the defendants and gives the court jurisdiction over the case.[15]

At this point, We reiterate the well-settled principle that We will not interfere with the judgment of the MeTC and the RTC in determining the credibility of witnesses unless there appears on record some fact or circumstance of weight and influence which has been overlooked or the significance of which has been misinterpreted.[16] Moreover, as a matter of sound practice and procedure, the Court defers and accords finality to the factual findings of trial courts (MeTC), more so when, as here, such findings are undisturbed by the appellate court (RTC). This factual determination, as a matter of long and sound appellate practice, deserves great weight and shall not be disturbed on appeal, save only for the most compelling reasons,[17] which We do not find in the instant petition. Hence, We likewise favorably quote the RTC when it ruled that “an affidavit of merit is necessary to support a motion for new trial based on fraud, accident, mistake and excusable negligence. There is nothing in the Rule that requires an affidavit of merit to be filed in an ejectment case. Besides, a judicial affidavit of the deponent was submitted to the court which was made under oath and verified.”[18]

With regard to petitioners' claim that the MeTC did not acquire jurisdiction over the Amended Complaint which was filed beyond the one-year period provided under Section 1, Rule 70 of the Revised Rules of Court, suffice it to state that the RTC correctly ruled that the filing of the original Complaint on June 24, 2009 gave the MeTC jurisdiction over the case.[19] As it stands, We find occasion to rule that amendment of pleadings is favored and should be liberally allowed in the furtherance of justice in order to determine every case as far as possible on its merits without regard to technicalities.[20]

Under Section 2,[21] Rule 10 of the Revised Rules of Court, a party has the absolute right to amend his pleading whether a new cause of action or change in theory is introduced, at any time before the filing of any responsive pleading.[22] Based on the records of this case, petitioners' Verified Motion to Dismiss is dated September 17, 2010 and their Verified Answer is dated March 24, 2011. It appears that when the Amended Complaint was filed on July 28, 2010, no responsive pleading has yet been filed by petitioners and the MeTC did not commit any error in admitting the Amended Complaint.

Finally, petitioners claim that HGC lacks the legal personality and cause of action to institute the ejectment suit[23] in view of its admission that the subject properties have already been sold to the highest bidders in the auction sale conducted by HGC. On this issue, We agree with the RTC that since all the land titles of the subject properties are still registered under the name of HGC and since it had prior possession of said properties before being occupied by petitioners, HGC is a real party in interest as defined in Section 1,[24] Rule 3 of the 1997 Revised Rules of Civil Procedure.

All told, under the circumstances prevailing in this case, this Court opts not to exercise its discretionary appellate jurisdiction to entertain the petition.

WHEREFORE, for being procedurally infirmed and for being patently without merit, the instant petition for review is hereby DISMISSED outright.

SO ORDERED.

[*]Gaerlan and Diy, JJ., concur.

[*] Vice J. Zalameda per Office Order No. 242-14-ABR dated May 23, 2014.

[1] Entitled "Home Guaranty Corporation v. Joanne Marie C. Baltazar, Jose A. Baltazar, Noemi C. Baltazar, Violy Dela Cruz and Bernard Umandal."

[2] Attached as Annex "A" to the Petition for Review, rollo, pp. 33-35.

[3] Attached as Annex "C" to the Petition for Review, rollo, pp. 37-44.

[4] Attached as Annex "B" to the Petition for Review, rollo, p. 36.

[5] Rollo, p. 33.

[6] Rollo, pp. 115-116.

[7] Rollo, pp. 13-14.

[8] Section 2. Contents of the Concluding Part of the Notarial Certificate. — The notarial certificate shall include the following:

(a) the name of the notary public as exactly indicated in the commission;

(b) the serial number of the commission of the notary public;

(c) the words "Notary Public" and the province or city where the notary public is commissioned, the expiration date of the commission, the office address of the notary public; and (d) the roll of attorney's number, the professional tax receipt number and the place and date of issuance thereof, and the IBP membership number. (Emphasis Ours.)

[9] A.M. No. 02-8-13-SC, August 1, 2004.

[10] Spouses Bautista vs. Silva, G.R. No. 157434, September 19, 2006.

[11] G.R. No. 136096, February 7, 2001.

[12] Atillo vs. Bombay, G.R. No. 136096, February 7, 2001.

[13] Section 2, Rule 70 of the Revised Rules of Court provides as follows:

Sec. 2. Lessor to proceed against lessee only after demand. —Unless otherwise stipulated, such action by the lessor shall be commenced only after demand to pay or comply with the conditions of the lease and to vacate is made upon the lessee, or by serving written notice of such demand upon the person found on the premises, or by posting such notice on the premises if no person be found thereon, and the lessee fails to comply therewith after fifteen (15) days in the case of land or five (5) days in the case of buildings.

[14] G.R. No. 148606, June 30, 2008.

[15] Page 2 of the Assailed Decision, rollo, p. 34.

[16] People vs. Pacantara, G.R. No. 140896, May 7, 2002.

[17] Tapuroc vs. Loquellano Vda. de Mende, G.R. No. 152007, January 22, 2007.

[18] Pages 2 and 3 of the Assailed Decision, rollo, pp. 34-35.

[19] Page 2 of the Assailed Decision, rollo, p. 34.

[20] Limbauan vs. Acosta, G.R. No. 148606, June 30, 2008 citing Andres vs. Cuevas, G.R. No. 150869, June 9, 2005.

[21] Sec. 2. Amendments as a matter of right. — A party may amend his pleading once as a matter of course at any time before a responsive pleading is served or, in the case of a reply, at any time within ten (10) days after it is served.

[22] Limbauan vs. Acosta, G.R. No. 148606, June 30, 2008 citing Radio Communications of the Philippines, Inc. vs. Court of Appeals, G.R. No. 121397, April 17, 1997.

[23] Rollo, pp. 13-14.

[24] A real party in interest is one who stands to be benefited or injured by the judgment in the suit or a party entitled to the avails of the suit.

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