

CAROLINA ASIBAL, SABINA BACLIG, TITUS BORLAS, BIBIANA COLINAYO, DIONISIA FRIAS, CYNTHIA OCHONA, ROMULO RIDAD AND LIZA URSUA, PETITIONERS, VS. NORTHRIDGE PARK SUBDIVISION (STA. M...

Ponente: LOPEZ, J.

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LOPEZ, J.:

Respondent Northridge Park Subdivision Homeowners Association (NRPSHAI), represented by its president, Maria Clara C. Nolido, filed a complaint[1] with the Home Insurance Guaranty Corporation (HIGC) against petitioners-homeowners for non-payment of monthly association dues. The complaint prayed that the petitioners be ordered to pay their outstanding dues, plus damages and attorney's fees, and they be expelled from NRPSHAI as provided in Section 6, Article III of the By-Laws.[2]

Petitioner Titus C. Borlas[3] and petitioners Carolina Asibal, Sabina Baclig, Cynthia Ochona and Romulo Ridad[4] separately moved to dismiss on the ground that the HIGC has no jurisdiction over the complaint because it does not involve a controversy between an association and its members; Nolido has no legal standing to file the complaint because she is not a legitimate member of the NRPSHAI; and, she has no legal capacity because she is not authorized to file the complaint by a Board Resolution.

In its Order[5] dated December 4, 1998, the HIGC denied the motions and ordered the parties to file their pre-trial briefs. During the preliminary conference, the parties raised the following consolidated issues:

- I. Whether xxx the HLURB[6] has jurisdiction over the case;
- II. Whether xxx the NRPSHA and NRPSHAI are two distinct entities;
- III. Whether xxx complainant Association's representative Maria Clara Nolido is a member of the NRPSHAI;
- IV. Whether xxx complainant representative Maria Clara Nolido was duly authorized to file the case;
- V. Whether xxx the respondents are liable to pay monthly association dues; and
- VI. Whether(sic) who among the parties are liable to pay damages.

In its position paper,[7] NRPSHAI claimed that Maria Clara Nolido is a resident of the subdivision. She is a legitimate member of the association by virtue of the voluntary renunciation of membership in her favor by her sister, Atty. Filipinas Nolido, that was announced in an assembly meeting in November 1994. She was elected Secretary for the years 1995, 1996, 1997 and as President in 1998. As to her capacity to file the complaint, she had already submitted a Board Resolution in compliance with the HIGC's December 4, 1998 Order. NRPSHAI is the only existing association in Northridge Park to which both petitioners and Nolido belong. Admittedly, NRPSHAI was hounded with problems involving its leadership in the previous years.[8] However, no members seceded from NRPSHAI to form another association. In 1992, NRPSHAI, through the initiative of the Concerned Women of Northridge, started to reorganize by holding an election in March 1992. Alberto C. Nolido was elected President, followed by Fernando Llavore in 1993-1994; Saturnino F. Liwanag in 1995; Evelyn Mazon in 1996-1997; and, Maria Clara Nolido in 1998. These set of officers served the homeowners of Northridge during their respective terms and provided them with basic services, which the homeowners, including the petitioners,

voluntarily accepted. Corollarily, homeowners should pay their dues to NRPSHAI.

For their part, petitioners alleged that the NRPSHAI was formally created on November 9, 1988. Some members of the NRPSHAI filed a complaint with the Housing and Land Use Regulatory Board (HLURB) against the subdivision developer for violations of PD 957.[9] To isolate the complainants and those who actively participated in the complaint, the developer created another group in the subdivision called the “Concerned Women of North Ridge Park”. The group later evolved into NRPS Homeowners Association (NRPSHA). The developer turned over to this second group the ownership and control of the subdivision's water system. Petitioners alleged that Nolido and her set of officers are “impostors” who belong to the NRPSHA which is a different association.[10]

After the parties submitted their position papers, the HLURB[11] rendered a Decision[12] upholding its jurisdiction. It ruled that the NRPSHAI and NRPSHA are one and the same entity which has the same officers and members and is located within the same territorial jurisdiction. Nolido is a resident and a legitimate member of the NRPSHAI having been endorsed by a registered homeowner, Atty. Filipinas Nolido. She has legal capacity to file the complaint evidenced by a Board Resolution. Finally, petitioners are liable to pay association dues to Nolido who is a legitimate officer of NRPSHAI.

Petitioners' appeal to the HLURB Board of Commissioners was denied.[13] They appealed to the Office of the President (OP) but to no avail. The OP affirmed the Decision of the HLURB Board of Commissioners through a Memorandum Decision that states:

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After a thorough evaluation and study of the records of this case, this Office finds no cogent reason to disturb the assailed HLURB Decision, the findings of fact and conclusions of law are hereby adopted by reference as Annex “ A”.

WHEREFORE, judgment appealed from is hereby AFFIRMED in toto.

SO ORDERED.[14]

Failing at reconsideration,[15] this petition for review was filed contending that the OP erred in affirming that the HLURB has jurisdiction over the subject matter of the case; NRPSHAI and NRPSHA are one and the same association; Maria Clara Nolido can represent NRPSHAI; and, in merely adopting the findings of law and conclusions of the HLURB.[16]

Petitioners insist that Nolido is not a member of the NRPSHAI because she is not a homeowner or a long-term lessee according to Section 1 of Article III of the NRPSHAI By-Laws. She belongs to the NRPSHA which is a different association. Since the dispute is not between an association and its members, or among its members, the HLURB has no jurisdiction over the case. Moreover, Nolido has no legal capacity to file the complaint because the Board Resolution that she submitted was not notarized, and signed by the corporate secretary. Lastly, the OP erred in merely issuing a Memorandum Decision.

The petition lacks merit.

The HIGC, which was created pursuant to Republic Act 580,17 has jurisdiction to hear and decide the following cases:

RULE II

Disputes Triable by HIGC/Nature of Proceedings

Section 1. Types of Disputes. — The HIGC or any person, officer, body, board or committee duly designated or created by it shall have jurisdiction to hear and decide cases involving the following:

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b) Controversies arising out of intra-corporate relations between and among members of the association, between any or all of them and the association of which they are members; and between such association and the state/general public or other entity in so far as it concerns its right to exist as a corporate entity.

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These powers and responsibilities were later transferred to the HLURB upon the passage of Republic Act 8763.[18]

The HLURB has jurisdiction over the complaint. Jurisdiction over the subject matter is determined by the allegations in the complaint regardless of whether the plaintiff is entitled to the relief prayer for. It does not depend upon the defenses made by the defendant in his answer or motion to dismiss. Otherwise, the question of jurisdiction would depend almost entirely upon the defendant.[19] The complaint filed with the HIGC alleged that respondent is a duly registered homeowners' association and that the petitioners are members who failed to pay the monthly association dues. Consequently, the controversy, being intra-corporate, falls within the exclusive jurisdiction of the HLURB.

Anent Nolido's authority to file the complaint in behalf of NRPSHAI, We find that the Board Resolution,[20] which was unanimously passed by the Board of Directors on May 3, 1998, upon advice of Atty. Francisco Colasito, NRPSHAI's legal counsel, and signed by the assistant secretary, Ligaya T. Abille, sufficient compliance.

Also, We find that the NRPSHAI is the only existing registered homeowners' association in Northridge Park. Petitioners failed to show that NRPSHA has a separate corporate existence. It was not issued a certificate of registration by the HLURB, and it did not file articles of incorporation and by-laws. It likewise does not appear that NRPSHA has its own members and set of officers different from NRPSHAI. One who alleges a fact has the burden of proving it,[21] and petitioners failed to discharge this burden. Thus, for all intents and purposes, the NRPSHAI is the only homeowners' association in Northridge Park where both petitioners and Nolido belong. We quote with approval the ruling of the HLURB, to wit:

xxx there is no showing that there are two existing distinct and separate associations in the subject subdivision. In fact, respondents themselves had admitted that they had paid monthly dues to the complainant association in the past. The allegation that the complainant has been using and still using the NRPSHA as a logo, without the word "Incorporated" at the end of the name of the association does not contradict the fact that the NRPSHA and NRPSHAI have the same list of officers and members, or it is one and the same homeowners association located within one and the same territorial jurisdiction.[22]

As to Nolido's membership in the NRPSHAI, We rule that there is sufficient evidence on record to prove it. In an affidavit,[23] Fernando Llavore, NRPSHAI's president in 1994, confirmed the following:

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2. That during the general assembly meeting that was held in November, 1994, ATTY. FILIPINAS NOLIDO that(sic) announced her voluntary renunciation(sic) of all her rights and privileges as member of NRPSHAI in view of her appointment to serve the government and in her stead endorsed the membership of her sister MARIA CLARA C. NOLIDO;

3. That no one questioned the admission of the said Maria Clara C. Nolido as member of NRPSHAI vice(sic) Atty. Filipinas Nolido and none filed any protest, verbal or formal, before the Board of Directors concerning

her being a member of the association;

4. In fact, the said Maria Clara C. Nolido filed and submitted her name as candidate for one of the directors during the election held for the purpose in December, 1994;

5. That she won in that election and served as Secretary of NRPSHAI Board of Directors for the years 1995, 1996 and 1997;

6. That records concerning her becoming a member of the association were in the custody of Mrs. Chit San Gregorio who was the Association's Secretary in 1994, and since she is no longer a resident here, I am executing this affidavit to attest to the aforementioned facts and circumstances in the interest of truth, the whole truth and nothing but the truth. (Emphases Ours.)

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It bears emphasis that the petitioners never questioned Nolido's membership or position in the NRPSHAI when she became a member in 1994. She was even elected as secretary of NRPSHAI in the years 1995, 1996 and 1997 and petitioners did not protest. They only challenged Nolido's membership and position when she filed the complaint in 1998 for the collection of petitioners' unpaid monthly dues. We find petitioners' motive suspect, and it was aptly observed by the HLURB Board of Commissioners, thus:

xxx there is no evidence on record that shows herein respondents contested the authority of officers who took office in 1992 and subsequent officers before Mrs. Nolido, to use the name and act in behalf of NRPSHAI. Relating this to the last issue, the HOA Adjudication Task Force correctly stated "The fact that Mrs. Nolido had long been serving in elective capacity before the filing of this complaint negates the right of the respondent(sic) to question her right under the principle of estoppel." [24]

With regard to the OP's adoption of the findings of law and conclusions of the HLURB, We note that the use of memorandum decisions are allowed in this jurisdiction because it is expedient, practical and convenient. [25] The conditions for their validity are the following:

The memorandum decision, to be valid, cannot incorporate the findings of fact and the conclusions of law of the lower court only by remote reference, which is to say that the challenged decision is not easily and immediately available to the person reading the memorandum decision. For the incorporation by reference to be allowed, it must provide for direct access to the facts and the law being adopted, which must be contained in a statement attached to the said decision. In other words, the memorandum decision authorized under Section 40 of B.P. Blg. 129 should actually embody the findings of fact and conclusions of law of the lower court in an annex attached to and made an indispensable part of the decision.

It is expected that this requirement will allay the suspicion that no study was made of the decision of the lower court and that its decision was merely affirmed without a proper examination of the facts and the law on which it is based. The proximity at least of the annexed statement should suggest that such an examination has been undertaken. It is, of course, also understood that the decision being adopted should, to begin with, comply with Article VIII, Section 14 as no amount of incorporation or adoption will rectify its violation. [26]

Here, consistent with the requirement, the assailed Decision of the OP provided direct access to the facts and the law adopted by attaching to it the decision appealed from, thus making it immediately available to the party reading the memorandum decision.

In conclusion, We reiterate the authority of the OP in affirming the Decisions of the HLURB Board of Commissioners and the HOA Adjudication Task Force. By reason of the special knowledge and expertise of said administrative agencies over matters falling under their jurisdiction, they are in a better position to pass judgment thereon; thus, their findings of fact in that regard are generally accorded great respect, if not finality, by the courts.

The findings of fact of an administrative agency must be respected as long as they are supported by substantial evidence, even if such evidence might not be overwhelming or even preponderant. It is not the task of an appellate court to weigh once more the evidence submitted before the administrative body and to substitute its own judgment for that of the administrative agency in respect sufficiency of evidence.[27]

FOR THESE REASONS, We DENY the petition.

SO ORDERED.

Tijam, N.G., Chairperson and Garcia-Fernandez, JJ., concur.

[1] Rollo, pp. 44-47.

[2] Id., pp. 59-60.

ARTICLE III.
MEMBERSHIP

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Section 6. Expulsion from the Association. Any member may be expelled from the Association on the following grounds: a. Default in the payment of association dues specified in Article IV hereof, for a period of thirty (30) days from written demand;

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[3] Id., pp. 82-87.

[4] Id., pp. 193-200.

[5] Id., pp. 217-219.

[6] The powers and responsibilities vested in the HIGC was transferred to the HLURB pursuant to RA 8763, otherwise known as “An Act Consolidating and Amending Republic Act Nos. 580, 1557, 5488, and 7835 and Executive Order Nos. 535 and 90, as they apply to the Home Insurance and Guaranty Corporation which shall be renamed as Home Guaranty Corporation, and for other purposes.”

[7] Rollo, pp. 223-238.

[8] NRPSHAI's first president, Antonio Javier, resigned in April 1989 and his successor, Rosalinda Sunga, died with unfinished term. Gregorio Asibal then served as president, but his term was beset with issues of mismanagement and loss of confidence on several matters, including the election of the Board of Directors, that resulted in disunity among NRPSHAI members.

[9] The Subdivision and Condominium Buyers' Protective Decree.

[10] Rollo, pp. 89-100. Position Paper.

[11] The powers and responsibilities vested in the HIGC was transferred to the HLURB pursuant to RA 8763, otherwise known as “An Act Consolidating and Amending Republic Act Nos. 580, 1557, 5488, and 7835 and Executive Order Nos. 535 and 90, as they apply to the Home Insurance and Guaranty Corporation which shall be renamed as Home Guaranty Corporation, and for other purposes.”

[12] Rollo, pp. 120-123.

[13] Id., pp. 150-152. Decision dated January 15, 2008.

[14] Id., p. 38. Decision dated December 4, 2013.

[15] Id., pp. 42-43. Resolution dated April 22, 2014.

[16] Id., p. 26.

[17] An Act to Create the Home Financing Commission to Stimulate Home Building and Land Ownership and to Promote the Development of Land for that Purpose, Provide Liberal Financing Through an Insured Mortgage System, and Develop Thrift through the Accumulation of Savings in Insured Institutions.

[18] An Act Consolidating and Amending Republic Act Nos. 580, 1557, 5488, and 7835 and Executive Order Nos. 535 and 90, as they apply to the Home Insurance and Guaranty Corporation which shall be renamed as Home Guaranty Corporation, and for other purposes.

[19] Sunny Motors Sales, Inc. v. Court of Appeals, et al., G.R. No. 119900, August 16, 2001.

[20] Rollo, p. 109.

[21] Exodus International Construction Corporation, et al. v. Guillermo Biscocho, et al., G.R. No. 166109, February 23, 2011.

[22] Rollo, p. 122. Decision dated June 14, 2004.

[23] Id., p. 216. Affidavit dated November 14, 1998.

[24] Id., p. 151.

[25] George Yao v. CA, et al., G.R. No. 132428, October 24, 2000.

[26] Id., citing Francisco v. Permskul, 173 SCRA 324, 333 [1989].

[27] Amigo Manufacturing, Incorporated v. Cluett Peabody Co., Inc., G.R. No. 139300, March 14, 2001.

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