

**CONSUELO L. VDA. DE PKIETO, PLAINTIFF AND APPELLEE, VS.
MARIA SANTOS AND HER HUSBAND JOHN DOE, DEFENDANTS AND
APPELLANTS. CONSUELO L. VDA. DE PRIETO, PLAINTIFF AND
APPELLEE VS. ...**

G.R. No. L-6639-40. February 29, 1956

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

These are two (2) unlawful detainer cases originally filed with the Municipal Court of Manila (Civil Case Nos. 12687 and 12688 thereof), on August 8 and 11, 1950. Said court having decided both cases in favor of plaintiff Consuelo Legarda Vda. de Prieto, the respective defendants, Maria Santos and her husband John Doe, and Alejo Gaddi, appealed to the Court of First Instance of Manila (Cases Nos. 12465 and 12466), which, after a joint trial, rendered a decision the dispositive part of which reads as follows:

"In view of the foregoing, judgment is hereby rendered follows:

"(a) Defendants Maria Santos and Alejo Gaddi are entitled to the possession of the respective lots described in the amended complaints in these cases within a period of six months from the date this decision becomes final, provided each of them deposits regularly the monthly rentals in court;

"(b) Within ten days from the date this decision becomes final, plaintiff is hereby directed to inform the court whether or not she shall pay to each of the defendants one-half of the value of the: respective houses of the latter, to wit, Maria Santos, one-half of ₱7,000; Alejo Gaddi, one-half of ₱8,000;

"(c) In the event of the failure of plaintiff to reimburse the defendants the amounts set forth in the preceding paragraph (b) of the dispositive part of this decision, the court shall, upon plaintiffs motion, direct defendants to remove their said houses from the premises involved herein; and

"(d) In the event of defendants' failure to remove their respective houses from the lots in question when directed by the court to do so, as set forth in the preceding paragraph (c) hereof, plaintiff may obtain from the court an order for the demolition of the said houses. No costs allowed." (Record on Appeal, pp. 61-63.)

From this decision the defendants in both cases have appealed to this Court and now they allege that:

"The trial court erred in fixing the period of the leases between plaintiff-appellant (?) and defendants-appellants in accordance with Article 1687 of the new Civil Code instead of dismissing both cases for lack of cause of action, there being no controversy as to the non-expiration of the period of the lease." (Defendants-Appellants' Brief, p. 4.)

The facts, upon which there is no dispute, are set forth in said decision of the Court of First Instance of Manila, from which we quote:

"Maria Santos, defendant in Civil Case No. 12465, admittedly occupied the parcel of land described in paragraph 3 of the amended complaint since the year 1944 (Japanese occupation) and still continues occupying

that said land. The monthly rental is P17.65. Said defendant's house standing on the lot in question was purchased by her during the Japanese occupation for the sum of P25,000, occupation currency. Sometime after the liberation, she made repairs to the house amounting to P7,000.

"There is no question but that defendant Maria Santos paid plaintiff the rentals due up to and including April, 1950. Since then and up to the time of the filing of the complaint herein, she did not pay the rentals because, as testified to by Clarencio Foronda, plaintiff's collector, he refused to accept any rental upon instructions of plaintiff, for the reason that in accordance with the letter dated June 1, 1950, Exhibit B, plaintiff terminated the lease as of the 30th of June, 1950, although said defendant was given up to the 31st of July, 1950, within which to vacate the premises and remove her house therefrom.

"Alejo Gaddi, defendant in Civil Case No. 12466, occupied the land, the subject of the complaint in same case, since 1947. The monthly rental is P8.43. His house now standing thereon is valued at P8,000, although only assessed at P2,000.

"As in the case of Maria Santos, on June 1, 1950, plaintiff wrote a letter Exhibit E to defendant Gaddi informing the latter that the lease on the land in question was to terminate on the 30th of June, 1950, and that defendant was given up to the 31st of July, 1950, within which to vacate the premises.

"Likewise, as in the case of Maria Santos, Gaddi was unable to pay the rentals due from and after May, 1950, for the reason that plaintiff had instructed her collector to refuse payment of any rentals by reason of the fact that plaintiff terminated the lease contract.

"Upon these facts, the above two cases present but one single legal question, viz.: Has the plaintiff the right to obtain judgment for the immediate possession" of the parcels of land, the subject of these suits, or, are defendants in the above cases entitled to ask that the court fix longer terms for their respective leases"? (Record on Appeal, pp. 55-57.)

After considering the provisions of sections 1678 to 1687 and 2253 of the Civil Code of the Philippines, said court concluded:

"Balancing the rights of plaintiff and defendant in one equation, the court feels that these defendants should be given each an additional period of 6 months from the date this decision becomes final to (remain as lessees on the land in question.

"The court declares that the value of the house of defendant Maria Santos is P7,000, and the value of the "house of defendant Alejo Gaddi is P8,000." (Record on Appeal, p. 61.)

and disposed of the case in the manner above stated. Defendants-appellants argue that, under Article, 1687 of the Civil Code of the Philippines, the court may fix a longer term for the contracts of lease, between the parties herein; that, accordingly, they could not have been, and were not, guilty of unlawful detainer at the time of the initiation of these proceedings in the Municipal Court of Manila, on August 8 and 11, 1950; that instead of filing these unlawful detainer cases, plaintiff-appellee should have instituted, in the court of first instance, the proper action or actions for the fixing of said term, and the determination of the rights of the parties in relation to the buildings constructed by the defendants on the lots leased to them; and that the filing of the present ejectment cases should have been deferred until after the expiration of such term as may have been fixed by the court in said action or actions.

We are of the opinion that this pretense cannot be sustained, for plaintiff's notice of the termination of the respective contracts of lease was given to the defendants on June 1, 1950, when the Civil Code of the Philippines was not, as yet, effective. There being no stipulation as to the duration of said contracts and the parties thereto having agreed on a monthly rental, the lease under the provisions of Article 1581 of the Spanish Civil Code,

which was in force on said dates-is understood to be from month to month, and to have been terminated, therefore, upon the expiration of each month, "without necessity of a special notice", in the absence of an implied renewal (Article 1566 of the Spanish Civil Code), which did not take place, and could not have taken place, beginning from June, 1950, owing to said notice. Plaintiff's right to discontinue her contracts of lease with the defendants, in order to recover the possession of the leased properties, accrued and became vested before the Civil Code of the Philippines took effect, and should be governed, therefore, by said Article 1581 of the Civil Code of Spain, pursuant to which said lease expired in June, 1950. Hence, there was unlawful detainer on the part of appellants herein, before the commencement of these proceedings in August, 1950.

Moreover, Article 1687 of the Civil Code of the Philippines is of the following tenor:

"If the period for the lease (has not been fixed, it is understood to be from year to year, if the rent agreed upon is annual; from month to month, if it is monthly; from week to week, if the rent is weekly; and from day to day, if the rent is to be paid daily. However, even though a monthly rent is paid, and no period for the lease has been set, the courts may fix a longer term for the lease after the lessee has occupied the premises for over one year. If the rent is weekly, the courts may likewise determine a longer period after the lessee has been in possession for over six months. In case of daily rent, the courts may also fix a longer period after the lessee has stayed in the place for over one month.

Under this provision, if the period of a lease contract has not been specified by the parties therein, it is understood to be from month to month, if the rent agreed upon is monthly, as in the cases at bar. Consequently, the contract expires at the end of such month, unless, prior thereto, the extension of said term has been sought by appropriate action and judgment is, eventually, rendered therein granting said relief.

Defendants herein maintain that their lease contracts did not, and could not, come to an end until after the court has fixed its lifetime and the term thus fixed has expired. This view, in our mind, is untenable. To begin with, defendants assume that their contracts are without term, prior to the judicial action authorized in said Article 1687, whereas the same provides that the duration of lease contracts shall be yearly, monthly, weekly, or daily, depending upon whether the rental agreed upon is annual, monthly, weekly, or daily. In other words, said contracts have a term fixed by law, and are not indefinite in duration, before said judicial intervention. Secondly, said Article 1687 merely gives the court discretion to extend the period of the lease. The court is not bound to extend said term. It may legally refuse to do so, if the circumstances surrounding the case warrants such action. Thirdly, under appellants' theory, said contracts of lease would be of indefinite duration, subject to the authority of the court to fix its term. By the exercise of such authority the court would determine, therefore, the limits of the lifetime of said contracts, which, otherwise, would be indeterminate, and would subsist indefinitely, pursuant to appellants' contention. Thus, the exercise of said authority would, in effect, shorten the period of the lease, which, in the absence of judicial intervention, would be for a longer period. In other words, the result of appellants' theory would be exactly the opposite of that sought to be achieved by Article 1687, which is to permit the court to extend, not to reduce, the term of the lease.

It is next urged that, an extension of six (6) months, from the time when the decision appealed from shall become final, having been granted therein to the defendants,, it follows that there was no unlawful detainer when these cases were filed, and that, accordingly, the same should have been dismissed for lack of cause of action. As above stated the contracts of lease in question expired in June, 1950, and defendants' possession thereafter was unlawful. However, the lower court merely availed itself of the provisions of Article 1687 of the Civil Code of the Philippines to justify deferment of the execution of the judgment of ejectment against the defendants herein, who taking advantage of the technicalities of the law, have already succeeded in holding the leased properties for over five (5) years after the expiration of their respective contracts of lease. It is obvious, therefore, not only that they

cannot complain of deprivation of due process, but, also, that they have enjoyed more than that which is required by the most liberal demands of justice and equity.

Wherefore, the decision appealed from is hereby affirmed in toto with cost against said defendants-appellants. It is so ordered.

Parás, C. J., Padilla, Montemayor, Reyes, A., Jugo, Bautista Angelo, Labrador, Reyes, J. B. L., and Endencia, JJ., concur.

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