

AN ACT TO AMEND COMMONWEALTH ACT NUMBERED SIX HUNDRED AND EIGHTY-NINE, ENTITLED "AN ACT TO PENALIZE SPECULATION ON RENTS OF BUILDINGS DESTINED FOR DWELLING PURPOSES."

REPUBLIC ACT NO. 66, October 18, 1946

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2769de07c275/>

"Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Sections one, two, three, four, five, eight, nine, ten, eleven, and fourteen of Commonwealth Act Numbered Six hundred and eighty-nine are hereby amended to read as follows:

"SECTION 1. A lease for the occupation as dwelling of a building or part thereof which is not a room or rooms of an hotel, or lot, which does not specify any term, shall be considered of one year's duration counted from the date of occupation by virtue of said lease at the option of the lessee. Building used both as dwelling of the lessee and also as place of business of the latter for home industries intended for the support of the family shall be deemed included in the provisions of this Act.

"SEC. 2. In a suit for ejection or for the collection of rents due and payable by virtue of a contract of lease of buildings destined solely for dwelling, not being a room or rooms of an hotel, and lots, the fact that the rents are unjust and unreasonable shall constitute a valid defense. Except as provided in section twelve of this Act, no lessee or occupant shall be ejected in cases other than for willful and deliberate nonpayment of rents or when the lessor has to occupy the building leased.

"SEC. 3. The said rents shall be presumed unjust and unreasonable if the amount thereof per annum exceeds twenty per centum of the annual assessment value of the building and the lot on which it is erected, if both belong to the lessor, or of the actual assessment value of the building in addition to all rent paid on the lot if said lot belongs to another person. In the case of the lease for the occupation of a lot, the rents shall be presumed unjust and unreasonable if the amount thereof per annum likewise exceeds twenty per centum of the annual assessment value of the said lot. If the lessee occupies only part of the building or lot, the actual assessment value corresponding to the part occupied by him, shall be determined proportionally.

"Whenever a verbal or written contract of lease for the occupation as dwelling of a building or part thereof is entered into, the lessor and the lessee shall file individually and separately in the office of the mayor of the city or municipality where the building is located an affidavit stating the exact location of said building, the names and addresses of the parties to the contract, the duration of the lease, the assessed value of the building, and the amount of rental agreed upon between the said parties, Submission of said affidavits shall be made within five days from the date of the execution of the contract of lease or from the date of occupation of the building by the lessee in case there is no written contract. Parties to any existing lease contract shall also file the aforementioned affidavits within ten days from the approval of this Act.

"SEC. 4. When a final and executory order or judgment in a suit for the recovery of rentals or for ejection from a building or part thereof used as dwelling or from a lot establishes the fact that the lessee has retained the possession of the buildings or lot leased to him after the expiration, of the contract, the Court that issued such order or judgment shall, on the petition of the lessee and subject to the conditions prescribed in this Act,

suspend the execution of said order or judgment for a period which it considers convenient but not exceeding six months.

"SEC. 5. When there is a petition for the suspension of execution of an order or judgment, the Court shall hear both parties, and if during the trial it shall be found that the building or buildings or lot mentioned in the petition are destined solely for dwelling; that the petitioner can not secure another dwelling house or lot for himself and his family; that he had used due diligence to find another building; that he had filed his petition in good faith, and is willing to obey and comply with the requirements and orders of the Court, said Court shall grant the suspension as provided in this Act, on the condition that the requirements laid down for said suspension shall be complied with."

"SEC. 8. Any proprietor or lessor, or his agent, found guilty of having, with the object of ejecting a lessee, falsely claimed that he needed the building or part thereof, or the lot for himself and his family, or if he really so needed it, he exposed the lessee by deed, negligence or omission, directly or indirectly, to unsafe or insanitary conditions, or imposed upon him any burden, or caused him any loss or unnecessary vexation, in the use or occupation of the building, or lot or part of either, shall be punished with a fine of not exceeding one thousand pesos or with imprisonment for not more than one year or with both penalties, in the discretion of the court. The fact that the proprietor or lessor has leased to another party the building or lot or part of either within one year after ejecting the former lessee on the claim that said building or lot was needed by said proprietor or lessor for himself and his family, shall be prima facie evidence of the falsehood of such claims.

"SEC. 9. Any person who directly or indirectly collects rent or payment more than that authorized by this, or who extrajudicially deprives the lessee against his will, of the occupation of a building or lot or part thereof used as dwelling during the period of lease, shall be punished by a fine of not exceeding two thousand pesos, or imprisonment for not more than two years or with both penalties.

"SEC. 10. Any person found guilty of having, with the intention of evading the provisions of this Act, entered into a contract or arrangement for the payment of a bonus or of any other consideration in connection with any contract of lease or any other contract whatsoever for the use and occupation of any building or lot described in section one of this Act, or taken part in any fictitious sale or in any artifice, combination, or arrangement the object of which is to increase the rent of said building, or lot, or to evade in any other way the effects of this Act, shall be punished by a fine of not exceeding one thousand pesos, or imprisonment for not more than one year, or with both penalties in the discretion of the Court without prejudice to the filing of an action for perjury if the same has been committed.

"SEC. 11. The lessee shall not sublease the building or lot or part of either used as dwelling or for dwelling purposes, without the written consent of the proprietor. A violation of this provision is a cause for the ejection of the lessee as well as of the sublessee and shall be punished by a fine of not exceeding one hundred pesos."

"SEC. 14. This Act shall be in force for a period of four years after its approval."

SEC. 2. This Act shall take effect upon its approval.

Approved, October 18, 1946.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.