

**RAMON SALARIA, PETITIONER, VS. HON. CARLOS R. BUENVIAJE,
EXECUTIVE JUDGE, COURT OF FIRST INSTANCE OF CAMARINES
SUR, BRANCH VII, IRIGA CITY AND ANTONIO V. MENDIOLA,
RESPONDENTS.**

G.R. No. L-45642. February 28, 1978

Ponente: GUERRERO, J.

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GUERRERO, J.:

This is a petition for review on certiorari of the decision of the Court of First Instance of Camarines Sur, Branch VII, Iriga City, dated January 19, 1977, in Civil Case No. Ir-431, entitled "Antonio V. Mendiola vs. Ramon Salaria" which affirmed with modification the decision of the City Court of Iriga.

Ramon Salaria, the petitioner herein, had been staying on the land of Eliodoro Cailao situated at barrio San Roque, Iriga City as a lessee since September 18, 1930 when he bought the house of Rufino Llagas constructed thereon. Ramon Salaria and Eliodoro Cailao agreed that the former pay a monthly rental of P6.00, later raised to P10.00, but they had no agreement regarding its duration. In December, 1972, Cailao advised Salaria not to pay anymore and to vacate the land for he was selling it to Ceferina Flores, wife of Antonio Mendiola, private respondent herein. The land was eventually sold to Mr. and Mrs. Antonio Mendiola for P300.00 as evidenced by the Deed of Absolute Sale dated June 15, 1974 although the sale was consummated as early as 1973. After December, 1972, no rentals were collected anymore either by Eliodoro Cailao or Antonio Mendiola for which reason petitioner deposited with the Clerk of Court the amount of P200.00 (Exhibits "1" and "2"). Cailao and the wife of Antonio Mendiola several times reminded the petitioner to vacate the premises. On May 16, 1974, Ceferina Flores wrote the petitioner a letter asking him to vacate the premises until July, 1974, otherwise, a suit would be filed against the latter. On August 23, 1974, a complaint for unlawful detainer was filed by Antonio Mendiola against Ramon Salaria in Branch II of the City Court of Iriga.

Petitioner Ramon Salaria, as defendant below, filed a motion to dismiss dated September 6, 1974 on the ground that the complaint states no cause of action, as Presidential Decree No. 20 suspends the provision of paragraph (1) of Article 1673 of the Civil Code and that the need of the plaintiff (private respondent herein) of the premises for his own use does not fall within the exception provided by the said Decree.

Respondent judge issued an Order dated September 26, 1974 denying the defendant's motion to dismiss and setting the case for hearing.

In his answer dated October 21, 1974, defendant (petitioner herein) admitted that he has been occupying the residential lot of Eliodoro Cailao as lessee, but that the lease was without a fixed period. He denied the allegation that the lease was on a monthly basis and asserted that it was on a yearly basis. He also admitted that he received a letter from the wife of the plaintiff but denied the rest of the allegations. As special and affirmative defenses, defendant alleged that the complaint states no cause of action against the defendant as the same is suspended by Presidential Decree No. 20, Section 4; and that the City Court has no jurisdiction over the nature of the matter at

issue, there being no law to support it. By way of counterclaim, defendant alleged that because of the unwarranted filing of the instant action, plaintiff knowing, fully well that it has no basis in fact or in law, defendant was exposed to actual and moral damages for which plaintiff should be held liable.

After hearing, the City Court rendered a decision, the dispositive portion of which reads as follows:

"IN VIEW OF THE FOREGOING, judgment is hereby rendered:

"1. Ordering the defendant to vacate the premises in question within three (3) months from receipt of the decision.

"2. Considering that the defendant is financially hard up, he is excused by this Court to pay the back rentals from January, 1973 up to the time he vacates the premises and for which reason the Clerk of Court is directed to deliver to the defendant upon demand the amount of P200.00 as consignment by him.

"3. There is no award for damages to plaintiff but the counterclaim is dismissed for lack of merit and defendant ordered to pay the costs of this suit.

"SO ORDERED."

Upon appeal to the Court of First Instance of Camarines Sur, the decision was affirmed with modification. The defendant was ordered to vacate the premises of the land in question upon finality of said decision and plaintiff was granted authority to withdraw the amount of P200.00 from the Clerk of Court of the City Court.

The main issues to be resolved in this petition are:

- Whether or not under the provisions of Presidential Decree No. 20, the private respondent can eject the petitioner from the lot in question on the ground that he needs the lot for his own use; and
- Whether or not this case is covered by Presidential Decree No. 20.

Section 4 of Presidential Decree No. 20 states that -

"Sec. 4. Except when the lease is for a definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code of the Philippines insofar as they refer to dwelling unit or land on which another's dwelling is located shall be suspended until otherwise provided; but other provisions of the Civil Code and the Rules of Court of the Philippines on lease contracts, insofar as they are not in conflict with the provisions of this Act shall apply."

Article 1673 of the Civil Code provides as follows:

"Art. 1673. The lessor, may judicially eject the lessee for any of the following causes:

- "(1) When the period agreed upon, or that which is fixed for the duration of leases under Articles 1682 and 1687, has expired;
- "(2) Lack of payment of the price stipulated;
- "(3) Violation of any of the conditions agreed upon in the contract;
- "(4) When the lessee devotes the thing leased to any use or service not stipulated which causes the deterioration thereof; or if he does not observe the requirements in No. 2 of Article 1657, as regards the use thereof."

It appearing that no fixed period has been agreed upon for the duration of the lease between the original owner of the subject lot and the petitioner, the case comes under the provision of Article 1687 of the Civil Code, which states -

"Art. 1687. 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 annually; 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."

Construing Sec. 4 of Presidential Decree No. 20 in relation to Art. 1673 par. 1 and Art. 1687 of the Civil Code, it is clear and explicit that Presidential Decree No. 20 suspends paragraph (1) of Article 1673. Hence, the petitioner cannot be ejected at the expiration of the period provided under Article 1687 of the Civil Code.

The ground relied upon by the lessor in this case, namely, personal use of the property by the owners or lessors or their families, is not one of the causes for judicial ejectment of lessees enumerated in Article 1673 of the New Civil Code in relation to Section 4 of Republic Act No. 6359, as amended by Presidential Decree No. 20. Accordingly, the lessee, petitioner herein, cannot be ordered to vacate the premises of the land in question pursuant to said law.

Petitioner cites Memorandum Circular No. 970 issued by the Office of the President on March 15, 1977, clarifying Presidential Decree No. 20, which states:

"WHEREAS, there have been many reports that many owners or lessors of residential lands and buildings covered by Presidential Decree No. 20 have been ejecting, with the help of certain lower courts, their tenants on the ground that the former or their families will use the leased property;

"WHEREAS, in a long line of opinions rendered by this Office in the construction and interpretation of Presidential Decree No. 20, personal use by the owners or lessors or their families of covered dwelling units occupied by bona fide tenants is not a recognized cause for judicial ejectment of the latter; and

"WHEREAS, to allow eviction of lessees for the reason alone that the premises are needed by the owners or lessors or their families will open the floodgates for abuse and circumvention of Presidential Decree No. 20 thereby setting to naught the intent and purpose of the President to protect and assist the low-income families comprising the bulk of rented dwelling place occupants;

"WHEREFORE, it is hereby made clear for the benefit of all concerned that, except for the causes for judicial ejectment of lessees enumerated in Article 1673 of the New Civil Code in relation to Section 4 of Republic Act No. 6359, as amended by Presidential Decree No. 20, bona fide tenants of dwelling places covered by said decree are not subject to eviction, particularly if the only cause of action thereof is personal use of the property by the owners or lessors or their families.

"By authority of the President:

(Sgd.) RONALDO B. ZAMORA
Presidential Assistant for Legal Affairs"

The Memorandum quoted above is directly in point to the issue of the case at bar. Although the construction put by the executive branch of the government on a particular law is not necessarily binding upon the courts, it must be given some weight as it comes from that branch of the government called upon to implement the law. (*Gabio vs. Ganzon*, No. L-11664, March 16, 1961, 1 SCRA 713, 718)

The construction of the office charged with implementing and enforcing the provisions of a statute should be given controlling weight. (*Asturias Sugar Central, Inc. vs. Commissioner of Customs*, L-19337, Sept. 30, 1969, 29 SCRA 617).

Even before the enactment of Presidential Decree No. 20, there were previous laws designed to protect the low-income members of our society, namely, Republic Act Nos. 6126 and 6359 suspending the provisions of paragraph (1) of Article 1673 of the Civil Code insofar as they refer to dwelling units or land on which another's dwelling is located.

Section 4 of Republic Act No. 6126 states that -

"The provisions of paragraph (1) of Article 1673 of the Civil Code insofar as they refer to dwelling units or land on which another's dwelling is located shall be suspended for the period of one year from the effectivity of this Act; but other provisions of the Civil Code and the Rules of Court of the Philippines on lease contracts, insofar as they are not in conflict with the provisions of this Act, shall apply."

Section 4 of Republic Act No. 6359 reads -

"Except when the lease is for definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code insofar as they refer to dwelling unit or land on which another's dwelling is located shall be suspended for two years from the effectivity of this Act; but other provisions of the Civil Code and the Rules of Court of the Philippines on lease contracts, insofar as they are not in conflict with the provisions of this Act, shall apply."

Sec. 4 of Republic Act No. 6359 was later amended by Presidential Decree No. 20 which changed the phrase "shall be suspended for two years from the effectivity of this Act" to "shall be suspended until otherwise provided."

In the case at bar, the old and new owners of the lot had refused to receive payment of the rent offered by petitioner who thereupon consigned the money with the Court. The consignment of the rentals due has the effect of payment, thereby releasing the lessee from the obligation to pay the lessor. (*Ponce de Leon vs. Santiago*

Syjuco, Inc., 90 Phil. 311; Art. 1256, New Civil Code).

WHEREFORE, the decision appealed from is reversed, except with respect to that portion of the decision which authorized Antonio Mendiola to withdraw the amount of P200.00 from the Clerk of Court of the City Court. The petitioner is, however, ordered to pay back rentals for the period of his stay on the land at the rate of P10.00 a month, which is not covered by the deposit. No costs.

Judgment reversed.

SO ORDERED.

Makasiar, Muñoz Palma, and Fernandez, JJ., concur.

Teehankee, J., (Chairman), in the result.

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