

JOSE ONCHENGCO, PETITIONERS, VS. CITY COURT OF ZAMBOANGA, GERARDO ERREA AND JOSE ERREA, RESPONDENTS.

G.R. No. L-44657. January 22, 1980

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

The Court sets aside the order of the City Court of Zamboanga dismissing herein petitioner's complaint for unlawful detainer against private respondents and instead sentences said respondents to vacate forthwith the premises in question. Prescinding from respondents' non-payment since May, 1973 of the token monthly rentals of P5.00 which per se warrants respondents' ejectment, Presidential Decree No. 20, upon which the respondent court based its order of dismissal by virtue of its suspension of the provisions of Article 1673 of the Civil Code on judicial ejectment, does not sanction the deprivation of petitioner-lessor under the special circumstances of this case of his right to terminate the lease and recover possession of his land.

Petitioner's complaint of May 7, 1973 in the city court made the following allegations:

"(2) That plaintiff is the registered owner of those two (2) certain parcels of land situated at Pasonanca, Zamboanga City, known as Lot No. 1587-B-1 with an area of 462 square meters, covered by Transfer Certificate of Title No. T-27, 291 and Lot No. 1587-B-2 with an area of 715 square meters, covered by Transfer Certificate of Title No. T-27, 292;

"(3) That defendant Jose Errea has been occupying the aforementioned Lot No. 1587-B-1 with his house erected thereon, while defendant Gerardo Errea has been occupying said Lot No. 1587-B-2 with his house erected thereon, on an implied month-to-month contract of lease with the plaintiff, each of them paying to the latter a monthly rental for the occupation of the same;

"(4) That plaintiff, in urgent need of his aforementioned lots and desiring to terminate the month-to-month implied lease of the property by defendants, since the year 1967 when said lots were subdivided, at first requested defendants to look for another place to establish their residence and to vacate the premises which defendants promised to do so, but after the lapse of so many years and after repeated demands on them, defendants still failed and refused to comply with their promise to vacate the said lots, and, even after a formal written demand and notice in advance was finally sent to defendants by plaintiff through counsel dated February 21, 1973, a copy of which is hereto attached as Annexes 'A' and 'A-1' which defendants received on February 23, 1973, giving them enough period up to March 24, 1973 within which to vacate the premises, and in spite of a subsequent letter of demand, copy of which is hereto attached as Annexes 'B' and 'B-1' giving defendants a grace period up to April 10, 1973 within which to vacate the premises, defendants still failed and refused as they still fail and refuse insistently, up to the present time to comply with their promise and to vacate the premises of the aforementioned lots and to remove all their improvements therefrom, thereby unlawfully withholding the possession and occupation of the same from plaintiff;

"(5) That because of the obstinate refusal of defendants to vacate the premises of the aforementioned lots and to remove all their improvements therefrom, despite several demands made on them, verbal as well as written, and despite the grace period given them, plaintiff was forced to hire the services of counsel to whom he

obligated himself to pay the amount of P1,000.00 as attorney's fees, in order that his rights under the law may be enforced and protected;

"(6) That from the month of January, 1973 up to the present, defendants have been in actual use and occupation of the premises of the aforementioned lots, respectively, and for their use and occupation of the same, each of them should pay at least a reasonable amount of P10.00 a month to plaintiff starting from the month of January, 1973 to the present and until they vacate the premises with legal interest, considering the value of the property and the area they are actually in occupation."

The main relief prayed for is the eviction of respondents from the premises. In addition, it also prayed that respondents be ordered to pay petitioner P10.00 a month, instead of P5.00 as earlier agreed, for the use and occupation of the premises from January, 1973.

The answers filed separately by respondents admitted their occupancy of the premises since 1946 and their payment of P3.00 and, later of P5.00 as monthly rental up to April, 1973, but denied the allegation that they had been requested by petitioner to vacate the said premises.

During the trial of the case, petitioner testified upon questioning by the court that he had repeatedly demanded from respondents herein the return of the leased premises and that his reason for doing so was to raise money for his lingering illness, as he was getting old and was jobless. This, in addition to the annexes to petitioner's complaint (separate letters of demand upon each of them of February 21, 1973 and March 26, 1973), establish indeed that he had made demands upon respondents to vacate the lots occupied by them.

Respondents did not present evidence to the contrary. As a matter of fact, the record shows that after petitioner had rested his evidence on March 27, 1974, no incident at respondents' instance took place for more than two years until May, 1976 when the said respondents filed a motion to dismiss invoking the provisions of Presidential Decree No. 20, and, thereupon, the lower court issued an order dismissing the complaint upon the ground that it sought to increase the monthly rental of the lots in question from P5.00 to P10.00, in contravention of the provisions of PD No. 20.

Petitioner filed a motion for reconsideration calling the court's attention to the fact that the main prayer in the complaint was not the increase of rental but the ejectment of the respondents due to petitioner's urgent need to sell the leased premises, and that "nobody wanted to buy because of [respondents'] insistence to remain in [his] land,"[1] but the motion was nevertheless denied in the July 1, 1976 Order of the lower court which ruled that "no proof nor evidence were presented to prove the justifiable necessity of plaintiff, except his allegation as mentioned above."

Hence this petition, which the Court finds to be meritorious.

The decisive issue is whether respondents-lessees under the circumstances may be ordered to vacate the premises notwithstanding the then applicable provisions of Presidential Decree No. 20 (1) prohibiting the lessor from increasing the monthly rental of dwelling units or of land on which another's dwelling is located when said monthly rental does not exceed three hundred pesos (300.00) a month; and (2) suspending the provisions of paragraph 1 of Article 1673 of the Civil Code regarding judicial ejectment except when the lease is for a definite period.

1. While Presidential Decree No. 20 was promulgated primarily to protect the lessees to property, we believe it was not designed to be so stringent and inflexible as to totally deprive an owner of his right to take possession and dispose of his property in cases of extreme necessity. As may be gleaned from its whereases, to wit:

"WHEREAS, the effects of the recent calamities which befell the country tended to raise prices of the basic

necessities of life including rentals for housing;

"WHEREAS, the Government through various measures have successfully been able to stabilize the prices of basic commodities, and it is essential that rentals for housing should likewise be stabilized; and

"WHEREAS, the freezing of rentals for the lower income group at their present levels is desirable as the equitable levels for both the lessor and the lessee;"

the said decree was issued for the precise purpose of alleviating the living conditions of those in need owing to the effects of calamities and hence provided for the freezing of housing rentals "at their present levels . . . as the equitable levels for both the lessor and the lessee."

It is in the same humanitarian and equitable spirit that we hold the petitioner exempted from the suspension of the provisions of Article 1673 (1) of the Civil Code as decreed and therefore entitled to the judicial ejectment prayed for. For petitioner is not only an old man of seventy-five. He is, furthermore, sick and disabled. Under the special environmental circumstances of this case, the denial to him of the return of his property would be tantamount to depriving him not only of his constitutional right to his property but his right of survival. In this regard, contrary to the lower court's ruling, petitioner's testimonial evidence on his urgent necessity to recover his land from respondents in order to raise urgent funds for his serious illness stands uncontroverted and stands as having been duly proven.

2. Furthermore, the amount of P5.00 supposed to be the monthly rental of each lot, which has admittedly not been paid since May, 1973, and this per se constitutes a valid ground even under P.D. No. 20 for ordering respondents to vacate the land. Besides, such monthly amount of P5.00 is a mere pittance which in effect is but a token or nominal "rental" that makes respondents' occupancy of petitioner's land a gratuitous one, which would take it out of the operation of P.D. No. 20.

3. In contrast to petitioner's sorry plight of being sick, disabled and jobless at 75, petitioner has brought out and respondents have not denied that far from being the victims of the "recent calamities" mentioned in P.D. No. 20, respondents appear to be duly employed and "are native Zamboangueños, men in their prime, young, physically strong and according to the records of Civil Case No. 976 of the Court of First Instance of Zamboanga City, Branch 1, owners in common of a parcel of land situated at Tumaga, Zamboanga City, designated as Lot No. 973 with an area of 14,342 square meters, more or less, which they have inherited from their deceased father Antonio Errea. They have been occupying the property of petitioner with an area of 462 and 715 square meters, respectively, paying only a monthly rental of P .00 each." [2] It certainly would be the height of inequity for the courts to deny petitioner the use and recovery of his own land and to keep respondents in occupancy thereof for a mere pittance when respondents have their own much bigger land in the city and are much better off than petitioner.

Hence, respondents themselves in their answer to the petition have candidly declared that if this Court hold that P.D. No. 20 "no longer serves its original objective and in its operation is legally untenable under the Constitution . . ." that they would "have no objection to the petition and to the relief prayed for that the private respondents vacate the premises," as follows:

"If the highest court of the land cannot pass upon matters of constitutionality and legality in respect of Decree No. 20, then we oppose the petition and it should be rejected. If this Honorable Court, however, rules that Decree No. 20 no longer serves its original objective and in its operation is legally untenable under the Constitution as in essence maintained by the petitioner and the Supreme Court has the power to so declare, then we have no objection to the petition and to the relief prayed for that the private respondents vacate the premises." [3]

4. At any rate, the rigid suspension of the provisions of Article 1673(1) of the Civil Code on judicial ejectment has been relaxed with the passage of Batas Pambansa Blg. 25, the latest statute governing residential rentals. Section 5 thereof allows and enumerates inter alia the following grounds for judicial ejectment, which are herein applicable:

“a. x x x

“b. Arrears in payment of rent for three months at any one time: Provided, That in case of refusal by the lessor to accept payment of the rental agreed upon, the lessee shall either deposit, by way of consignment, the amount in court, or in a bank in the name of and with notice to the lessor.

"c. Need of owner/lessor to repossess his property for his own use or for the use of any immediate member of his family as a residential unit, such owner or immediate member not being the owner of any other available residential unit: Provided, however, That the period of lease has expired: Provided, further, That the lessor has given the lessee notice three months in advance of the lessor's intention to repossess the property: and Provided, Finally, That the owner/lessor or immediate members stay in the residential unit for at least one year, except for justifiable cause."

Thus, Batas Pambansa Blg. 25, which supersedes P.D. No. 20, supports our ruling herein upholding petitioner's right to eject respondents for non-payment of rentals and to repossess the same because of his urgent need therefor.

5. Finally, in his "Motion for Decision" filed on May 21, 1979, petitioner called our attention to the above-quoted provisions of Batas Pambansa Blg. 25 as now fully supporting his petition, thus:

"3. That the primary reason of petitioner in this case for ejecting the respondents, Gerardo Errea and Jose Errea, is because of his need to use his property. At the time when the petition was filed, petitioner needed to sell his property to secure money for his medical treatment. Since then, however, he has been compelled to scrounge for money elsewhere and at present he needs the property for him and his sons to live on,

"4. That furthermore, no rental on the property from the time this case was filed in the City Court of Zamboanga City way back in 1973 up to the present has been paid by respondents above-named."

Respondents have not disputed petitioner's above averments and considering respondents' failure in the court below to submit evidence to counter petitioner's, especially that pertaining to their non-payment of rentals since 1973; and considering further their manifestation in their above-quoted comment that if this Court so ruled, they would have no objection to the petition and to the relief prayed for that they vacate the premises, petitioner is entitled to judgment as prayed for. Furthermore, in consonance with Rule 35, section 1, respondents having secured a judgment of dismissal of petitioner's complaint on a demurrer to evidence, which is now reversed on appeal, respondents, as movants for dismissal in the court below, have lost the right to present evidence in their behalf.[4]

ACCORDINGLY, the orders of the respondent court dismissing the complaint and denying the motion for reconsideration of said dismissal are hereby set aside. Judgment is hereby rendered instead ordering respondents to vacate the premises in question (Lots 1587-B-1 and 1587-B-2), remove all their improvements therefrom and return possession of the premises to petitioner, as well as to pay petitioner back rentals at P5.00 a month from May, 1973 until their vacation of the premises. With costs against respondents, jointly and severally. This decision shall be immediately executory upon its promulgation.

SO ORDERED.

Fernando, C.J., Barredo, Makasiar, Antonio, Concepcion, Jr., Santos, Fernandez, Guerrero, Abad Santos, De Castro, and Melencio-Herrera, JJ., concur.

Aquino, J., no part.

[1] T.s.n. March 27, 1974, p. 15.

[2] Rollo, p. 13.

[3] Respondents' comment on petition, Rollo, p. 22; emphasis supplied.

[4] "SECTION 1. Effect of judgment on demurrer to evidence. - After the plaintiff has completed the presentation of his evidence, the defendant without waiving his right to offer evidence in the event the motion is not granted, may move for a dismissal on the ground that upon the facts and the law the plaintiff has shown no right to relief. However, if the motion is granted and the order of dismissal is reversed on appeal, the movant loses his right to present evidence in his behalf." (Rule 35, Rules of Court)

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