

**PRIMITIVO ESPIRITU AND LEONORA A. DE ESPIRITU, PETITIONERS,
VS. RICARDO CIRPIANO AND THE COURT OF FIRST INSTANCE,
RIZAL, BRANCH XV, RESPONDENTS.**

G.R. NO. L-32743. February 15, 1974

Ponente: ESGUERRA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/44b4f38e38c2/>

ESGUERRA, J.:

In this petition for certiorari, petitioners seek the review and nullification of two orders of the Court of First Instance of Rizal, Branch XV, the first, dated August 4, 1970, sustaining private respondent Ricardo Cipriano's motion to dismiss "on the authority of Republic Act 6126", and the second, dated October 16, 1970, denying the motion for reconsideration of the first order. The question before Us involves the retroactive application of the provisions of Republic Act 6126, otherwise known as the Rental Law.

The case originated as one for unlawful detainer instituted on May 30, 1969, by plaintiffs, now petitioners, in the Municipal Court of Pasig, Rizal, against private respondent Ricardo Cipriano for the latter's alleged failure to pay rentals. An adverse judgment having been rendered against said respondent, he appealed to the Court of First Instance of Rizal where the case was docketed as Civil Case No. 338-M. In the said Court private respondent sought to amend his Answer filed in the Municipal Court on the grounds that (1) for lack of time he was not able to disclose to his former counsel all the material facts surrounding his case and, therefore, he was not able to fully determine his defenses; and (2) that prior to the hearing of the case in the lower court he wanted to cause the filing of an amended answer but was not able to do so for his alleged failure to contact his counsel. The motion to file amended answer was denied by the Court. The parties eventually submitted a stipulation of facts, the salient provisions of which read as follows:

- The plaintiffs are the owners of the property in question, leased to the defendant since 1954;
- The house of the defendant was built on the property with the knowledge and consent of the plaintiff pursuant to an oral contract of lease;
- Before 1969 the lease of the property was on year-to-year arrangement, rentals being then payable at or before the end of the year;
- The following are the rates of rentals:
 - (a) 1954 to 1957 P12.00 a year
 - (b) 1958 to 1959 P13.20 a year
 - (c) 1960 to 1961 P14.00 a year
 - (d) 1962 P16.00 a year
 - (e) 1963 to 1965 P24.70 a year

(f) 1967 to 1968 P48.00 a year

- Effective January 1969 the lease was converted to a month-to-month basis and rental was increased to P30.00 a month by the plaintiffs;
- The defendant has remained in possession of the property up to the present;
- Since January 1969 the defendant has not paid rental at the present monthly rate;
- A formal notice to vacate, dated March 22, 1969, was sent by registered mail to, and received by, defendant.

On July 7, 1970, Judge Vivencio Ruiz of the Court of First Instance of Rizal issued an order giving private respondent herein seven days within which to file his motion to dismiss. Subsequently, on July 13, 1970, respondent moved to dismiss petitioner's complaint, invoking the prohibitory provision of Republic Act 6126, entitled "An Act To Regulate Rentals of Dwelling Units or of Land On Which Another's Dwelling Is Located For One Year And Penalizing Violations Thereof."

Petitioners opposed the motion to dismiss but respondent Judge issued an order on August 4, 1970, which reads:

"On the Authority of Republic Act 6126, this Court hereby sustains the Motion for Dismissal filed by the defendant, through counsel, dated July 13, 1970."

A motion for reconsideration of said order was likewise denied by respondent judge. Hence this petition.

Thrust upon Us, therefore, for resolution is the problem of whether Republic Act 6126 may be held applicable to the case at bar. For convenience We reproduce the pertinent provisions of law in question:

"Section 1. No lessor of a dwelling unit or of land on which another's dwelling is located shall, during the period of one year from March 31, 1970, increase the monthly rental agreed upon between the lessor and the lessee prior to the approval of this Act when said rental does not exceed three hundred pesos (P300.00) a month.

"Section 6. This Act shall take effect upon its approval.

"Approved June 17, 1970."

It is the contention of respondent which was upheld by the trial court that the case at bar is covered by the aforecited law. We rule otherwise. Established and undisputed is the fact that the increase in the rental of the lot involved was effected in January, 1969,[1] while the law in question took effect on June 17, 1970, or after a period of one year and a half after the increase in rentals had been effected. Private respondent, however, puts forward the argument that there was no perfected contract covering the increased rate of rentals and conversion thereof into monthly payments of P30.00 effective January 1969, as he did not give his consent thereto. In his brief he alleges:

"Defendant (respondent) herein also begs to disagree with the contention of plaintiffs. We believe and respectfully submit that there would be no impairment of obligation of contract if Republic Act 6126 were to be applied to the present case. The alleged new contract of lease and subsequent increase in the amount of rental were not effected as of January 1969 with respect to the defendant. He did not accept the new rate of rental. The eloquent testimonies on record to show that defendant never accepted the new rate of rental imposed upon him by the plaintiffs were the pretrials on the case wherein defendant offered to accept the increase to the tune of 100%. Hence, the new contract of lease increasing the rental had never been agreed upon by both the plaintiffs and the defendant because the defendant never gave his consent to the new rate of rental. In effect, therefore, the alleged new contract of lease was not a contract at all since it did not have the consent of the other party, the defendant."

Private respondent's contention is devoid of merit. There is nothing in the stipulation of facts to show that his consent to the increase in rentals and change in the manner of payment was essential to its validity. There was no more subsisting yearly contract of lease at a fixed amount. It had already expired when the increase and conversion into monthly payments took effect in January, 1969. The lessor was free to fix a higher amount than that previously paid by the lessee (private respondent herein) and if the latter did not agree to the increased amount, he could have vacated the premises and thus rendered himself free from liability. Respondent Cipriano, therefore, cannot invoke lack of consent on his part as basis for declaring the contract of lease ineffective.

Likewise the claim of private respondent that the act is remedial and may, therefore, be given retroactive effect is untenable. A close study of the provisions discloses that far from being remedial, the statute affects substantive rights and hence a strict and prospective construction thereof is in order. Article 4 of the New Civil Code ordains that laws shall have no retroactive effect unless the contrary is provided and that where the law is clear, Our duty is equally plain. We must apply it to the facts as found.[2] The law being a "temporary measure designed to meet a temporary situation,"[3] it had a limited period of operation as in fact it was so worded in clear and unequivocal language that "No lessor of a dwelling unit or land x x x shall, during the period of one year from March 31, 1970, increase the monthly rental agreed upon between the lessor and lessee prior to the approval of this Act." Hence the prohibition against the increase in rentals was effective only from March, 1970, up to March, 1971. Outside and beyond that period, the law did not, by the express mandate of the Act itself, operate. The said law did not, by its express terms, purport to give a retroactive operation. It is a well-established rule of statutory construction that "Expressum facit cessare tacitum"[4] and, therefore, no reasonable implication that the Legislature ever intended to give the law in question a retroactive effect may be accorded to the same. A perusal of the deliberations of Congress on House Bill No. 853 which became Republic Act No. 6126, as recorded in its Congressional Records of March 5, 1970 reveals that the sponsors of the Rental Law did not entertain for a moment that a retroactive operation would be given to this enactment. We quote pertinent portions of the discussion:

"Remarks of Sponsor, Mr. Roces:

"Mr. Roces — Mr. Speaker, the President is still observing the effects of the newly established floating rate. In the meantime, we feel that, in line with the policy that those who have less in life should have more in law, apartment dwellers are entitled to protection. Therefore this bill proposes that the rentals paid today will not be increased in the next 18 months."

and on pages 66 and 72 respectively of the same Congressional Record We likewise find the following:

"Mr. Gonzales — Will the gentleman from Manila interpret for us the phrase 'during the period of 6 months preceding the approval of this Act' in Section 2?[5]

"Mr. Roces — My interpretation is that the rent being paid during that period not before will be the one considered."

"Mr. Montano —x x x The term moratorium as utilized by the gentleman from Manila at the start of his sponsorship was applied not in its legal acceptance but generally. For purposes of the bill, the term is construed as suspension of increasing rents in the meantime that we have not yet determined the real value of the currency x x x."

Respondent's tenacious insistence on the retroactive operation of Republic Act 6126 represents a last ditch effort on his part to hold on to the premises while at the same time escaping the obligation to pay the increased rate. We can not countenance such a situation, for to permit the same to obtain would be sanctioning a sheer absurdity and causing injustice to the petitioner herein. Well-settled is the principle that while the Legislature has the power to pass retroactive laws which do not impair the obligation of contracts, or affect injuriously vested rights, it is equally true that statutes are not to be construed as intended to have a retroactive effect so as to affect pending

proceedings, unless such intent is expressly declared or clearly and necessarily implied from the language of the enactment.[6] Similarly, in the case of *La Previsora Filipina, Mutual Building and Loan Association vs. Felix Ledda*, 66 Phil. 573, 577, this Court said:

"It is a principle generally recognized that civil laws have no retroactive effect unless it is otherwise provided therein (*Manila Trading & Supply Co. vs. Santos*, G.R. No. 43861). Act No. 4118 does not state that its provisions shall have retroactive effect, wherefore, it follows, as it is hereby declared, that it is not applicable to the contracts entered into by the parties, and, hence the trial court erred in granting possession to the petitioner.

"The petitioner contends that said law is applicable because when the property in question was sold at public auction said law was already in force. This contention is in our opinion untenable. The date which should be taken into account in order to determine the applicability of the law is the date when the contracts were entered into by the parties and not the date of the public sale, x x x."

Under the circumstances of this case, We, therefore, rule that Republic Act 6126 is not applicable to the case at bar. As the language of the law is clear and unambiguous, it must be held to mean what it plainly says.

WHEREFORE, the assailed orders of August 4 and October 16, 1970, are hereby nullified and set aside. The court a quo shall proceed with the prompt disposition of Civil Case No. 338-M (12285) on the merits in accordance with Republic Act 6031 if applicable, otherwise under the prevailing procedure prescribed by the Rules of Court. Costs against respondent.

Makalintal, C.J., Ruiz Castro, Teehankee, Makasiar, and Muñoz Palma, JJ., concur.

[1] Stipulation of Facts, paragraph 5, March 3, 1970, 24 of Rollo.

[2] Cf. *People vs. Mapa*, 20 SCRA 1164; *Pacific Oxygen & Acetylene Co., vs. CB*, 22 SCRA 917; *Luzon Surety Co. Inc. vs. De Gracia*, 30 SCRA III.

[3] Explanatory Note (RA 6126) H. No. 853 Congressional Record of the House, 1970 Vol. I, Part I, March 5, 1970.

[4] "That which is expressed puts an end to that which is implied." (*Sutherlands Statutory Construction*, Vol. 2. Section 4945 p. 412.)

[5]

"Section 2. It is unlawful for any owner, administrator, agent or any person, within a period of 18 months from the approval of this Act, to increase the rental of any building, part or unit thereof used for residential purposes or to collect any amount in excess of the rental paid for such building, part or unit thereof during the period of six months preceding the approval of this Act."

[6] *Jones vs. Summers*, 105 Cal. App. 51, 286 Pac. 1093; *U.S. vs. Whyel* 28 F (2d) 30.

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.