

RENER LIMJOCO, PETITIONER, VS. UNITED CHURCH OF CHRIST OF THE PHILIPPINES INC. (UCCPI) REPRESENTED BY DIONISIO G. SANCHEZ, RESPONDENT.

Ponente: YBAÑEZ, J.

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YBAÑEZ, J.:

This is a Petition for Review of the Decision[1] of Regional Trial Court of Malolos City, Branch 11 dated 08 March 2011 affirming the Decision[2] dated 18 November 2010 of the Municipal Trial Court in Cities (MTCC) of San Jose del Monte City in Bulacan docketed as Civil Case No. 012-08.

THE ANTECEDENTS

The records show that respondent United Church and petitioner Renner Limjoco entered into a one year contract of lease in 1996 over a portion of the commercial lot and the sixty-two (62) square meter-building owned by the former that stands thereon. The lease contract expired in October 1997 but despite its expiration, petitioner continued to use and occupy the premises without the consent of the respondent and without paying rentals on a regular basis. UCCPI had to content itself with receiving irregular rental payments and at amounts much lower than the prevailing monthly rate of P14,000.00. Beginning November 2002 though until the filing of the complaint, petitioner failed and refused to pay any more rentals and refused to vacate the premises notwithstanding demands made by respondent. A demand letter to vacate was sent to petitioner by the respondent through its counsel on 26 March 2007.[3] Efforts to reach an amicable settlement failed and paved the way to the filing of the complaint for unlawful detainer.[4]

Thus, respondent UCCI, a non-stock, non-profit religious corporation, through its representative Rev. Dionisio G. Sanchez, filed a Complaint for Unlawful Detainer on 5 February 2008[5] against petitioner Renner Limjoco (Limjoco), and all persons who claim rights under him, before the Municipal Trial Court in Cities (MTCC) of San Jose del Monte City in Bulacan, docketed as Civil Case No. 012-08. UCCPI alleged in its complaint that it is the registered owner of a parcel of commercial land located at Block 40, Lot 4, Area B, Bagong Buhay I, Sapang Palay, City of San Jose del Monte consisting of 6,757 square meters, more or less, and covered by Transfer Certificate of Title No. T-172163 (M)[6] issued by the Registry of Deeds of Bulacan in Meycauayan City.[7]

Summons[8] was served on petitioner on 13 February 2008 but instead of filing an Answer, petitioner filed an Omnibus Motion to Dismiss Complaint and for Mediation Ex Abundanti Cautelam[9] for respondent's failure to attach the lease contract[10] in its complaint in violation of Section 7, Rule 8 of the Rules of Court. Petitioner argued that the complaint lacked cause of action and argued that the lease contract between him and the respondent pertained only to the parcel of land described in TCT No. T-172163 and did not include the building which he caused to be constructed on the land.[11] As such, this is not purely an unlawful detainer case given that the respondent only has ownership of the land while petitioner owns the building thereon. Therefore, the case is cognizable by the Regional Trial Court.[12] Respondent filed its Comment to the omnibus motion with motion to render judgment.[13]

The MTCC denied the omnibus motion for lack of merit in its order of 27 September 2010[14] and rendered its decision[15] on 18 November 2010 finding that despite receipt of the order denying the omnibus motion to dismiss, petitioner did not submit any answer, viz:

“WHEREFORE, judgment is hereby rendered in favor of the plaintiff, ordering defendant Rener Limjoco and all persons claiming rights under him:

1. to vacate the subject property identified as Block 40, Lot 4, Area B, Bagong Buhay 1, Sapang Palay, City of San Juan del Monte, Bulacan;

2. to pay the plaintiff the amount of P1,500.00 a month as reasonable rental reckoned from November 2002, until the subject property is finally evacuated; and

3. to pay the cost of the suit.

SO ORDERED.”[16]

Petitioner appealed to the Regional Trial Court, Branch 11, of Malolos City which affirmed in toto the decision of the MTCC on 8 March 2011,[17] viz:

“In short, in view of the above considerations, this Court cannot take cognizance of the assigned errors by the defendants, in review.

Accordingly, the instant appeal is hereby DISMISSED. The appealed decision is AFFIRMED IN TOTO.

SO ORDERED.”[18]

It also denied petitioner’s motion for reconsideration[19] in its order of 24 August 2011.[20] Hence, the instant petition for review with prayer for temporary restraining order and/or writ of preliminary injunction.

Issues

The issues submitted to this Court for resolution are:[21]

I

WHETHER THE TRIAL COURT ERRED IN DECIDING THE CASE ON THE BASIS ONLY OF THE RESPONDENT’S COMPLAINT AND EVIDENCE ADDUCED TO SUPPORT THE SAME;

II

WHETHER THE TRIAL COURT ERRED IN DISREGARDING THE PETITIONER'S EVIDENCE SUPPORTING HIS CLAIM OF OWNERSHIP OVER THE BUILDING WHICH IS BEING CLAIMED BY THE RESPONDENT.

The Ruling of This Court

The petition has merit.

Anent the first issue, petitioner admits that he did not file an answer to the complaint but instead filed an Omnibus Motion to Dismiss Complaint and for Mediation Ex Abundanti Cautelam.[22] However, he submits that the motion should have been treated by the trial court as an answer since it raised issues that pertain to the merits of the case, i.e., his claim of ownership of the building erected on the land owned by respondent. Thus, the trial court erred when it considered him estopped from assailing the factual findings of the court a quo which decided the case only on the basis of the facts alleged in the complaint and the evidence adduced in support thereof.[23]

On the second issue, petitioner claims that he is entitled to be paid one-half of the value of the useful improvements on the land at the time of the termination of the lease or to have the improvements removed if the respondent refuses to reimburse him. He contends that when the lease contract between him and the respondent expired in October 1997 and he continued to be in possession of the premises without any disturbance or tacit demand to vacate the same, an implied new lease was created pursuant to Article 1670[24] of the New Civil Code. Following the provision of Article 1687,[25] the period of the implied lease must be deemed from month to month since the original lease contract provides that the agreed rental shall be paid on a monthly basis. Respondent could have terminated the lease after each month with due notice upon the lessee, yet, it was only on 26 March 2007 that respondent made a demand to vacate the premises and pay the accrued rentals. It thus appears that respondent allowed petitioner to continue occupying the lot, as, in fact, it continued to demand, collect and accept monthly rentals.

In a nutshell, what petitioner wants to impress is that the MTCC and the RTC both erred when it completely disregarded the issues he raised in his Omnibus Motion to Dismiss Complaint and for Mediation Ex Abundanti Cautelam and decided the case entirely on the basis of the evidence adduced by the respondent when he still did not file an Answer after his motion was denied.

Ex abundanti cautela means "out of abundant caution" or "to be on the safe side." [26]

The instant case is practically on all fours with the 2003 case of Sps. Rogelio and Conchita Jalique, etc. vs. Sps. Epifanio and Julieta Dandan, et al.[27] In that particular case, respondents did not file an Answer to the complaint, but filed instead a Joint Counter Affidavit. Petitioners filed a Motion for Judgment on the Complaint. Consequently, the Metropolitan Trial Court (MeTC) rendered a judgment in favor of petitioners. On appeal to the Regional Trial Court (RTC), the latter affirmed the appealed decision. Respondents elevated the matter to the Court of Appeals (CA) which annulled the decision of the RTC, ruling that the Joint Counter Affidavit should have been considered as respondents' Answer as it set forth their defenses and raised issues and counterclaims, which should be considered if justice is to be served.

On appeal, the Supreme Court found that the respondents' Joint Counter Affidavit disputed the material allegations of the Complaint and presented valid issues for the lower court's resolution, such as the ownership of the subject lot, the period of lease, right of reimbursement for improvements and the right to eject respondents. It likewise found that the Court of Appeals committed no reversible error in reversing the RTC and ordering the

remand of the case to the MeTC. Denying the petition, the Supreme Court ruled that the situation calls for a liberal, not a technical and rigid, interpretation of the rules on Summary Procedure in the light of the presence rather than a total absence of a responsive pleading. Respondent's Joint Counter Affidavit showed that it disputed the material allegations of the Complaint and presented valid issues for the lower court's resolution.

Here, a reading of petitioner's omnibus motion before the MTCC shows that he was questioning, among others, the jurisdiction of the trial court[28] and the ownership of the building erected on the land from which he is being ejected.[29] The motion clearly disputed the material allegations of respondent's complaint, i.e., that the parties had entered into a lease contract over a portion of the commercial lot and the building that stands thereon is owned by petitioner consisting of 62 square meters, more or less.[30] Perforce, it presented valid issues for the lower court Resolutions if justice be served at bar. Consequently, the lower court should have treated petitioner's Omnibus Motion as his Answer as it set forth his defenses and raised issues and counterclaim with respect to ownership of the building he constructed on the portion of respondent corporation's property.

In fine, this Court finds no competent and logical reason to deviate from the cited ruling by the Supreme Court in the case of Sps. Rogelio and Conchita Jalique vs. Sps. Epifanio and Julieta Dandan, et al., that while a pleading may be deficient in craftsmanship and can be criticized with respect to incidental particulars, it must be deemed sufficient if it fairly apprises the adverse party of the claims or contentions therein stated and does not mislead him to his surprise or injury or when from the allegations therein, taken together, the matters required to be averred may be gathered. Rules of pleadings are intended to secure a method by which the issues may be properly laid before the court. When those issues are already clear before the court, the deficiency in the observance of the rules should not be given undue importance. What is important is that the case be decided upon the merits and that it should not be allowed to go off on procedural points.[31]

It is for this reason that We find the instant situation calling for a liberal, not a technical and rigid, interpretation of the rules on Summary Procedure since there is a presence of a responsive pleading that requires evaluation from the lower court.

WHEREFORE, premises considered, the Decision dated 18 November 2010 of the MTCC and the Decision dated 8 March 2011 of the RTC are hereby ANNULLED AND SET ASIDE. This case is REMANDED to the MTCC so that the same may be heard on the merits with immediate dispatch. No costs.

SO ORDERED.

Dimaampao, (Chairperson), and Sadang, JJ., concur.

[1] Rollo, pp. 116-117

[2] Ibid, pp. 65-68

[3] Id., p. 41.

[4] Id., p. 43

[5] Rollo, pp. 34-37.

[6] Id, p. 40.

[7] Id., p. 169.

[8] Id., p. 32.

[9] Id., pp. 44-48.

[10] Id., pp. 49-50.

[11] Id., p. 155.

[12] Id.

[13] Id., pp. 54-56.

[14] Id., pp. 63-64.

[15] Id., pp. 65-68.

[16] Id., p. 68.

[17] Id., pp. 116-117.

[18] Id., p. 117.

[19] Id., pp. 118-122.

[20] Id., p. 124.

[21] Id., pp. 12-13.

[22] Id., pp. 44-48.

[23] Id., p. 159.

[24] Art. 1670. If at the end of the contract the lessee shall continue enjoying the thing leased for fifteen days with the acquiescence of the lessor, and unless a notice to the contrary by either party has previously been given, it is understood that there is an implied new lease, not for the period of the original contract, but for the time established in Articles 1682 and 1687. The other terms of the original contract shall be revived.

[25] 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 annual; from month to month, if it is monthly; from week to week, if the rent is weekly; 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 court may also fix a longer period after the lessee has stayed in the place for over one month.

[26] Black's Law Dictionary, 8th Ed., p. 600.

[27] G.R. No. 148305, 28 November 2003, 416 SCRA 625.

[28] Id., p. 46.

[29] Id., p. 47.

[30] Id., Paragraph 4, p. 34.

[31] Sps. Jalique vs. Sps. Dandan, *supra*.

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