

JOSE BELMONTE, PLAINTIFF AND APPELLANT, VS. ANGEL MARIN, DEFENDANT AND APPELLEE.

G.R. No. L-57. February 25, 1946

Ponente: PARAS, J.

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PARAS, J.:

This is an unlawful detainer case originating from the Municipal Court of the City of Manila which rendered a decision in favor of the plaintiff. Upon appeal by the defendant, and after a trial de novo, the Court of First Instance of Manila absolved him from the complaint, at the same time decreeing that the rent which should be paid by the defendant to the plaintiff beginning August, 1945, is P50. The case is now before us on appeal by the plaintiff.

The latter erroneously contends, under his first assignment of error, that the Court of First Instance should have ordered the dismissal of defendant's appeal from the decision of the Municipal Court in view of his failure to file an appeal bond for the sum of P25. As the purpose of the appeal bond is to insure the payment of all costs which the Court of First Instance may award against the appellant, and as the defendant herein had admittedly filed a supersedeas bond in the sum of P80 which is also answerable for "costs down to the time of the final judgment," the filing of the appeal bond was unnecessary. (*Fernando vs. De la Cruz*, 61 Phil., 435.)

The defendant does not controvert the plaintiff's contention that the former is holding the premises located at No. 1608 Oroquieta, Manila, under a month-to-month contract of lease; and the only question raised by the plaintiff's second assignment of error is one of fact, namely: Whether the defendant had defaulted in the payment of the stipulated rents for March, April, May and June, 1945, in a sense warranting his ejectment.

The lessor may, under article 1569 of the Civil Code, judicially dispossess the lessee for "default in the payment of the price agreed upon." But, after a careful perusal of the entire record, we have come to the belief that the defendant had in fact refused to pay said rents because the plaintiff sought to collect an amount (P50) beyond that agreed upon. Indeed, the rental charged by plaintiff and actually paid by defendant for December, 1944, and January, 1945, was P40, the attempt of plaintiff to collect P50 without defendant's previous conformity having commenced in February, 1945, with the further warning by the plaintiff to the defendant that said rent would be increased to P60 beginning March, 1945. The defendant had purposely stopped paying the increased rent for the reason that, so the answer alleges, "plaintiff had formed the habit of raising and raising it until lately he demanded exorbitant rates."

At this point, it need only be pointed out that the rents in question steadily rose from the initial amount of P20 to P25, P30, P40 and P50, with the further threat by the plaintiff to make the same P60. It is not necessary to decide whether said rates exceed the authorized limits, since our finding that the alleged unpaid rents had not been previously stipulated by the parties is sufficient to dispose of the present appeal adversely to plaintiff's pretense that the Court of First Instance erred in not sentencing the defendant to vacate the premises involved herein and to pay P50 a month beginning March, 1945.

Our view is not calculated to curtail or violate plaintiff's proprietary rights or his freedom of contract, as safeguarded and delimited by the Constitution and the law. But we cannot be so insensitive to the present housing situation as to fail to make an appeal, however faint it may prove to be, for owners to be more human and less opportunistic by retaining, at least during the emergency, their old tenants, provided of course they are willing and able to pay a reasonable rental which will in all likelihood be lower than what would be offered by contenders. As a matter of fact, the idea involved in our appeal has been crystallized in Commonwealth Act No. 689, enacted on October 15, 1945, penalizing "speculation on rents of buildings destined for dwelling purposes" and providing that "the fact that the rents are unjust and unreasonable shall constitute a valid defense" in a suit for ejection or for the collection of rents.

Whether the plaintiff may dispossess the defendant through an action based on the expiration or termination of the lease (article 1569, Civil Code) is a matter not herein ventilated. This is true, notwithstanding plaintiff's allegation that he needs the premises for his law office and to accommodate his brother who is a fire victim, since this allegation, though expressive of his projected use, is not the basis of the cause of action. Even so, there is evidence to the effect that the plaintiff owns several houses in Manila and his brother has been living with him at his residence on Quiricada Street, Manila, wherein the plaintiff also has his law office.

The plaintiff likewise charges the defendant with having cooked inside the house with firewood, a complaint which is obviously flimsy, if not puerile, because it is of common knowledge that firewood is in general use as a fuel, in the total absence of gas and in view of the very limited supply of electric stoves. Besides, there is absolutely no indication in the proof that, under the lease, the defendant is prohibited either from cooking inside the premises or from employing firewood for the purpose.

The appealed judgment is affirmed, with costs against the appellant. So ordered.

Moran, C. J., Jaranilla, Pablo, and Briones, JJ.. concur.

Feria, J.:

I concur with the result.

Judgment affirmed.

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