RODOLFO ANTIPOLO, PETITIONER, VS. EUGENIA DELA RAMA, RESPONDENT.

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In this ejectment suit, the defendant lost in the lower courts and is now before us by petition forreview, seeking the reversal of the decision dated March 25, 2003 of the Regional Trial Court (RTC),Branch 85, in Quezon City, disposing thus:

> WHEREFORE, in view of the foregoing, judgment is hereby rendered in favor of the plaintiff Eugenia delaRama and against defendant Rodolfo Antipolo and hereby adopts en toto the dispositive portion of theappealed decision. Consequently, the appeal is hereby Denied.
>
> SO ORDERED.[1]

The antecedents follow.

Plaintiff Eugenia dela Rama, respondent herein, owned lot 153-A-21-A and lot 153-A-22, both located onCamia Street corner Sampaguita Street, Ramirez Subdivision, in Novaliches, Quezon City. Allegedly, shediscovered in 1990 that petitioner Rodolfo Antipolo was occupying a portion of her land where he haderected his shanty. After she confronted him, they agreed that she would let him rent forP3,000.00/month with the promise that he would vacate the land upon demand. She claimed that Antipoloreneged on the agreement by not paying rent. She tolerated his stay on the property until she verballydemanded that he leave on or before October 31, 2001, but Antipolo refused to comply with her demands tovacate. Hence, she commenced this action in the Metropolitan Trial Court (MeTC) in Quezon City.

In his defense, the petitioner asserted that his house was located on lot 153-A-21-B, more particularlyon Rosal Street, Ramirez Subdivision, in Novaliches, Quezon City, having bought the property togetherwith one Alfredo Lutosquien from Marcial Ramirez, who was respondent's brother; that he paid hisinstallments corresponding to his portion of the purchase price although the contract of purchase wasexecuted only between Ramirez and Lutosquien, the respondent acting as Ramirez's collecting agent; thathis payments were borne out by the receipts that respondent had issued for his installments;[2] that hisexact address was No. 4-C Rosal Sreet, Ramirez Subdivision, Novaliches, Quezon City, the address he usedin his transactions to indicate his true residential address; that as further proof of his address, hepresented his billing statements sent to him at that address;[3] that in 1987, respondent informed himthat the receipts she had issued to him were to be considered as receipts for rentals paid on theproperty; and that he did not accede to her notification and insisted that she was not the lawful ownerof the property.

On November 5, 2002, the MeTC rendered its decision,[4] disposing thus:

> WHEREFORE, judgment is hereby rendered in favor of the plaintiff Eugenia De La Rama and againstdefendant Rodolfo Antipolo as follows:
>
> 1) Ordering defendant Rodolfo Antipolo and all persons claiming rights, title and/or interest underhim to surrender and vacate the premises, portions of lot 153-A-21-A and lot 153-A-22 (LRC)Psd-107665situated in Camia cor. Sampaguita Street, Ramirez Subdivision, Novaliches, Quezon City;

> 2) Ordering the defendant Rodolfo Antipolo to pay plaintiff the sum of PHP 3,000.00 per monthstarting November 2001 and every month thereafter until he shall have vacated the premises.
>
> 3) Ordering the defendant Rodolfo Antipolo to pay attorney's fees to plaintiff in the amount of PHP20,000.00 plus costs of suit.
>
> SO ORDERED.[5]

The petitioner appealed but the RTC affirmed the MeTC on March 25, 2003, supra, pertinently holding:

> The Court agrees with the lower court's findings that defendant miserably failed to show proof that heis occupying another lot which he purchased from the brother of the plaintiff. The Court notes that eventhe attached Contract of Purchase which is a mere xerox copy does not show what exactly is the portionallegedly bought by the defendant. The Court in fact doubts the veracity and existence of such contractaside from the fact that it was a mere xerox copy and that the name of Mr. Rodolfo Antipolo does notshow that he is a buyer neither is the term of payments indicated therein. Worst the attached xeroxreceipts allegedly showing payments made by defendant do not fully support the alleged payments byinstallments. xxx[6]

Hence, this appeal, wherein Antipolo contends in his petition for review that the RTC erred:

> I.
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> xxx in finding that the respondent's cause of action was sufficiently established in concluding that thepetitioner's is in possession of the portion of Lot 153-A-21-A and Lot 153-A-22, through respondent'stolerance.
>
> II.
>
> xxx in failing to determine and rule on the exact residence and location of the petitioner's house basedon the evidence presented by both parties;
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> III.
>
> xxx in not holding that the 59 sq. meters was sold to the petitioner by Marcial Ramirez through thefacilitation of his own sister – respondent Eugenia dela Rama
>
> IV.
>
> xxx in failing to dismiss the complaint for lack of cause of action against the petitioner and for lackof personality on the part of the respondent to sue the petitioner.[7]

Antipolo argues that the RTC ignored his evidence and accepted as gospel truth the assertions ofrespondent; and that the RTC did not even mention the discrepancy between the lot owned by respondentand that where his house stood.

The appeal is meritorious.

First of all, we reject respondent's cause of action because it is plain from the records that hercomplaint for ejectment could not extend to the lot where the house of Antipolo stands. Her property wasdifferent from the property where Antipolo's house was located.

To support her ownership of the area being occupied by Antipolo, respondent presented her certificatesof title (TCTs).[8] Our examination of the TCTs reveals, however, that respondent's TCTs referred only tolots 153-A-21-A and 153-A-22, not to lot 153-A-21-B where Antipolo's house was unquestionably located.Even in the complaint, respondent stated that her property was situated in the corner of Camia andSampaguita Streets,[9] but Antipolo's address was stated by him in his answer to be at 4-C Rosal Street,[10]a fact that should be

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undisputed because it was also amply substantiated by various billing statementsdirected to Antipolo at said address by Meralco and Ayala Life.[11] Such evidence competently proved (directly or by corroboration) that Antipolo occupied a property different from that of respondent.

Secondly, Antipolo has a right to be in the property where his house was located, without any obligationto pay any rents to respondent.

His claim of being the owner of his own portion where his house stood is borne out by strong evidence.Notwithstanding the silence of the contract of purchase between Ramirez and Lutosquien about his portionof the land under the contract, Antipolo's being the co-buyer with Lutosquien under said contract wasconfirmed by the several receipts issued to him by seller Ramirez. Such receipts, which were signed byrespondent herself as the collection agent of her brother, explicitly show that the payments wereAntipolo's installments for the portion of Lot 153-A-21 that he was buying.[12] Yet, the lower courtsgrossly erred in appreciating the record when they concluded that such receipts did not support hisallegations of payments by installment.[13] We hold, therefore, that respondent, as plaintiff, failed to discharge her burden of proof, for it is abasic rule of evidence that she who alleges a fact has the burden to prove it.[14] Consequently, dismissalof this action should be the logical outcome.

WHEREFORE, the PETITION FOR REVIEW is GIVEN DUE COURSE and GRANTED.

The decision dated March 25, 2003 is REVERSED and SET ASIDE and this case is DISMISSED, with cost of suit to be paid by respondent.

SO ORDERED.

Villarama, Jr., (Chairman) and Librea-Leagogo, JJ., concur.

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[1] Rollo, Annex I, pp. 90-93.

[2] Rollo, pp. 30-31.

[3] Rollo, pp. 32-36.

[4] Rollo, pp. 63-65.

[5] Rollo, p. 65.

[6] Rollo, p. 92.

[7] Rollo, p. 9.

[8] Rollo, pp. 58-59.

[9] Rollo, p. 14.

[10] Rollo, p. 17.

[11] Rollo, pp. 32-36.

[12] Rollo, pp. 30-31.

[13] Rollo, p. 92; pp. 64-65.

[14] Sec. 1, Rule 131, Rules of Court, provides:

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Sec. 1. Burden of proof. - Burden of proof is the duty of a party to present evidence on the facts inissue necessary to establish his claim or defense by the amount of evidence required by law. (1 a, 2 a)
See Garcia v. De Vera, 418 SCRA 27.

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