

## ELNORA TAHANLANGIT, PETITIONER, VS. FE VIVENCIO O. ARBOLEDA, RESPONDENT.

*SP No. 106128, March 10, 2010*

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### Court of Appeals

#### The Case

Before Us is a Petition for Review[1] under Rule 42 of the Rules of Court, assailing the March 18, 2008 Decision[2] of the Regional Trial Court of Trece Martires City ("RTC")[3] in SP. Civil Action Case No. TMSCA-0013-06 entitled "FE VIVENCIA O. ARBOLEDA, Plaintiff, versus SPS. ELIGIO "ELY" AND ELNORA TAHANLANGIT, Defendants", the dispositive portion of which reads:

"WHEREFORE, the appealed decision is hereby AFFIRMED.

SO ORDERED."[4]

#### The Facts

The instant controversy stems from a Complaint for Unlawful Detainer[5] filed by Fe Vivencia O. Arboleda ("Arboleda") against Spouses Eligio Tahanlangit and Elnora Tahanlangit ("Spouses Tahanlangit"). In said complaint, Arboleda alleges that she is the absolute owner of a house and lot located at Block 20, Lot 22, Sampaguita St., Capitol Hills Executive Subdivision, Trece Martires City by virtue of a Deed of Sale[6] executed in her favor dated February 05, 2002. Sometime on August 20,2000, Arboleda leased said house and lot to Spouses Tahanlangit, as evidenced by a Lease Contract,[7] for one year or until August 20,2001. Upon expiration of the lease, Spouses Tahanlangit remained in possession of the subject premises. Arboleda further alleged that the lessees have not paid rents since January, 2003 up to the filing of the complaint, amounting to P31,200.00.[8] Despite repeated demands, the last of which was through a letter dated January 19, 2005,[9] the Spouses Tahanlangit refused to pay their back rentals and to vacate the premises.

In their Answer,[10] the lessees admit having entered into a lease contract with Arboleda in August 2000.[11] They contend, however, that they subsequently learned that the real owner of the subject premises is a certain Adelaida U. Nuguid ("Nuguid"), after they received several demand letters from the National Home Mortgage Finance Corporation addressed to Nuguid regarding the latter's housing loan and the impending foreclosure of the mortgage over the subject property. The Tahanlangits contacted Nuguid and the latter alleged that she never sold the property to Arboleda.[12] Nuguid allegedly told the Tahanlangits that they should not have entered into the lease contract and should no longer pay any rentals.[13] Finally, the Tahanlangits point out that the subject premises is still registered[14] in Nuguid's name.

On April 10, 2006, i.e. after the parties submitted their respective pre-trial brief and position paper, the Municipal Trial Court in Cities of Trece Martires City ("MCTC") rendered a Decision[15] in favor of Arboleda, viz.:

"During the preliminary conference the parties raised the issue on whether or not the defendants are unlawfully withholding the possession of the property in question.

Records disclosed that the occupation of the herein defendants on the aforesaid property was by virtue of the lease contract they executed with the plaintiff (Exh. "C"). Defendants continued occupying the property despite the lapse of the period agreed upon and worse, refused to pay the monthly rental, and that being so, plaintiff made verbal and written demand (Exh. "D").

The spouses['] contention is that they discovered that plaintiff Fe Vivencia Arboleda is not the registered owner of the property hence, not the real party in interest in this case. Moreover, they were allegedly allowed by the true owner Adelaida U. Nuguid to occupy the property by tolerance.

At the onset, defendants upon entering the property and executing a contract of lease recognized the ownership and possession by the plaintiff of the property involved. It was later [sic] in the day so to speak that allegedly upon receipt of a communication coming from the National Home Mortgage Finance Corporation that they came to know that the registered owner of the property is Mrs. Adelaida Nuguid. Stated differently, their defense is that they were unaware that plaintiff is not the true owner of the subject premises. However, they did not dispute that they were renting the leased premises and they failed to pay the rents thereof. In fine, they did not deny but in fact admitted that they had been renting the leased premises from the plaintiff hence, they should not now question the ownership of the property which they recognize to be that of the plaintiff at the inception of the lease.

The documents presented by the plaintiff during the preliminary conference on this case were all admitted by the defendants, to wit: the deed of Sale of Mrs. Nuguid to Mrs. Arboleda and the affidavit of Mrs. Nuguid, among others.

Defendants in fact admitted in their joint affidavit (Exh. 'G') particularly paragraph 4 which reads:

'4 Ms. Nuguid agreed to our offer subject to the condition that if someone will run after the property, especially Vivencia O. Arboleda, our agreement and all documents executed relative thereto, that is Deed of Sale with Assumption of Mortgage and Special Power of Attorney, shall be null and void automatically.'

That they had offered to Mrs. Nuguid the property and the registered owner agreed to execute a deed of sale and that in the same affidavit they also confirmed that the documents and agreement with Mrs. Nuguid became null and void and without force and effect.

In the same vein, the occupation of the property revert back to its original status.

Sec. 2 (b) of Rule 131, Rules of Court, on Burdens of Proof and Presumption provides:

'(b) The tenant is not permitted to deny the title of his landlord at the time of the commencement of the relation of landlord and tenant between them.'

This rule also finds support in Article 1436 of the Civil Code to the effect that lessee is estopped from questioning or asserting the title to the thing leased as against the lessor. Defendants herein by their admission of the lessee-lessor relationship should not be allowed to dispute plaintiff's ownership, in this case, collaterally or directly.

In forcible entry/ejectment cases, the only issue for resolution is physical or material possession of the property involved, independent of any claim of ownership set forth by any of the party litigants. (*Ceremonia vs. Court of Appeals*, 314 SCRA 73). Question of title in ejectment case is resolved only if the issue is intertwined with the main action and possession could be resolved without first resolving the issue of ownership. This is not being the case at bar.

Occupation of the property by the defendants became unlawful when they failed to pay the rent and upon expiration of the contract, they failed to vacate the premises and moreover demand was sent and received by them to vacate and pay arrears in rentals but they refused.

The Supreme Court in one of its decision resolved the issue of possession in the manner hereunto quoted:

'Mere failure to pay rents does not Ipso facto make unlawful tenant's possession of the premises. It is the owners demand for tenant to vacate the premises, when the tenant has failed to pay rents on time, and tenant's refusal or failure to vacate, which makes unlawful withholding possession'.

979 Phil. 36 (1974), both cases also cited in *Casilan vs. Tomassi*, 10 SCRA 261, 264 (1964), cited in *Aquino, Law and Jurisprudence on Ejectment*, page 36.

Plaintiff has complied with the requirement of demand and has proved its case by preponderance of evidence.

On the issue raised by the defendant on whether the case was prematurely filed considering there is no prior barangay conciliation proceeding, surface (sic) it to state the 'Katibayan Upang Makadulog a Hukuman' (sic) dated May 7, 2003, the existence of which was admitted during the preliminary conference is enough proof of the case passing through the Barangay Justice System. Be it noted that in the demand letter dated January 19, 2005, it did not fail to mention that the defendants failure to pay the rentals commenced in January, 2003 and that the same letter serves as a final demand from the plaintiff.

Succinctly, there were previous verbal demands made that led to the filing of complaint before the barangay in 2003 and the subsequent issuance of barangay certification prior to the sending of a final written demand.

In fine, the provision of the Katarungan Pambarangay Law being a pre-requisite to the filing of the complaint was complied with."<sup>[16]</sup>

and accordingly ruled:

WHEREFORE, by preponderance of evidence, judgment is hereby rendered in favor of the plaintiff and against the defendants as follows:

- Ordering the defendants spouses Eligio "Ely" and Elnora Tahanlangit to vacate and turn over to the herein plaintiff the leased premises situated at Blk. 20, Lot 22, Sampaguita St., Capitol Hills, Executive Subdivision Trece Martires City.
- Ordering the defendants to pay the back rentals on the property for Twenty Six (26) months amounting to P31,200.00; and
- Ordering the defendants to pay the amount of P15,000.00 as attorney's fee.

The claim for moral exemplary damages are denied for lack of proof to grant the same.

SO ORDERED."<sup>[17]</sup>

Aggrieved, the Tahanlangits filed an appeal.<sup>[18]</sup>

The Ruling of the RTC

On March 18, 2008, the RTC rendered the assailed decision denying the Tahanlangits' appeal, viz.:

"The issue boils down to one single query as to whether or not defendants are unlawfully detaining the premises subject of the lease.

Plaintiff-appellee (sic) is the absolute owner by virtue of a Deed of Absolute Sale executed on February 5, 2002 and a lessor of a house and lot situated in Blk-20, Lot 22, Sampaguita St., Capitol Hills Exec. Subd., Trece Martires City; that on August 20, 2000 plaintiff-appellee leased for one (1) year the defendants-appellants above describe property (sic); that the leased contract has expired on August 20, 2002 (sic) and that it has neither been extended nor renewed; that the plaintiff-appellee has repeatedly demanded to defendants

appellants to pay the rentals as well as to vacate the subject property but despite knowledge and receipt of such demands (annexes "D, E and F") defendants-appellants refused to vacate the said premises. Further evidence at the Court a quo showed that defendants-appellants admitted during the pre-trial that they failed to pay the monthly rental for one year of the leased premises from January 2003 to the present. With all admissions by the defendants-appellants indeed the latter have been illegally staying at the unit subject of the litigation and have been unlawfully detaining the same." [19]

Spouses Tahanlangit moved [20] for reconsideration but the same was denied by the RTC in its September 30, 2008 Resolution. [21]

Hence, this petition for review.

Issues

Petitioner assigns the following issues for Our resolution:

"I.

"WHETHER OR NOT THE PETITIONER/ RESPONDENT IS ENTITLED TO THE POSSESSION OF THE PREMISES.

"II.

WHETHER OR NOT THE COMPLAINT FOR EJECTMENT WAS FILED PREMATURELY CONSIDERING THERE IS NO PRIOR BARANGAY CONCILIATION PROCEEDING." [22]

Our Ruling

Anent the first issue, petitioner Elnora Tahanlangit essentially argues that Arboleda is not entitled to possession of the subject premises as it remains registered in Adelaida U. Nuguid's name, thus, the complaint for ejectment does not lie.

We are not persuaded.

In a long line of cases, it has been consistently held that lessees, who had undisturbed possession for the entire term under the lease, are estopped to deny their landlord's title, or to assert a better title not only in themselves, but also in some third person, including the State, while they remain in possession of the leased premises and until they surrender possession to the landlord. [23] Here, Tahanlangit does not dispute the fact that he executed a lease contract with Arboleda. [24] As mere lessees of the property in question, they therefore have no substantial interest and personal interest with respect to issues involving ownership of the disputed property. [25]

Also, it is equally axiomatic that the relation of lessor and lessee does not depend on the former's title but on the agreement between the parties, followed by the possession of the premises by the lessee under such agreement. [26] As long as the latter remains in undisturbed possession, it is immaterial whether the lessor has a valid title - or any title at all - at the time the relation was entered into. [27] Petitioner's defense of a third party's ownership of the property does not therefore matter.

Regarding the second issue, petitioner contends that the complaint for ejectment was filed prematurely as there was no prior barangay conciliation proceeding. [28] However, petitioner herself admits that there was a conciliation proceeding held in 2003, although she argues that since the last demand to vacate was dated January 19, 2005, Arboleda should have brought the matter again to barangay conciliation before instituting the instant complaint.

In her complaint for ejectment, Arboleda stated that when the Tahanlangits refused to pay back rentals and vacate

the subject premises, the matter was brought to the Office of the Barangay Chairman but no settlement was had as evidenced by the Katibayan Upang Makadulog sa Hukuman[29] dated May 07, 2003. This is not disputed by Tahanlangit who merely alleges that Arboleda should have referred anew the case to barangay conciliation before going to court.

We resolve this issue in favor of Arboleda.

The pertinent provision of the Local Government Code making conciliation a precondition to the filing of complaints in court states:

"SEC. 412. Conciliation.—(a) Pre-condition to filing of complaint in court. - No complaint, petition, action, or proceeding involving any matter within the authority of the lupon shall be filed or instituted directly in court or any other government office for adjudication, unless there has been a confrontation between the parties before the lupon chairman or the pangkat, and that no conciliation or settlement has been reached as certified by the lupon secretary or pangkat secretary as attested to by the lupon or pangkat chairman or unless the settlement has been repudiated by the parties thereto." [30] (emphasis Ours)

We deem the Katibayan dated May 07, 2003 to be sufficient compliance with the provisions of the Katarungang Pambarangay Law as it satisfies the requirement of confrontation between the instant parties and that no settlement was reached which is the ultimate intention of said requirement.

WHEREFORE, premises considered, the instant petition is DENIED for lack of merit. The assailed March 18, 2008 Decision is AFFIRMED.

### **SO ORDERED.**

Villamor and Zalameda[\*] JJ., concur.

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[1] Rollo, pp. 3-16.

[2] Ibid., pp. 17-19.

[3] Branch 23.

[4] Rollo, p. 19.

[5] Ibid. pp. 21-24.

[6] Ibid. pp. 25-26.

[7] Ibid. pp. 29-30.

[8] Ibid. p. 22.

[9] Ibid. p. 31.

[10] Rollo, pp. 33-36.

[11] Ibid. p. 33.

[12] Ibid., p. 51.

[13] Ibid.

[14] Ibid., pp. 27-28.

[15] Ibid., pp. 78-84.

[16] Rollo, pp. 80-83.

[17] Ibid.

[18] Rollo, P-85.

[19] Ibid., p. 19.

[20] Ibid., PP. 127-133.

[21] Ibid., P. 20.

[22] Rollo, p. 8.

[23] VSC Commercial Enterprises, Inc. vs. Court of Appeals, 394 SCRA 74, 78-79 (2002), citing Geminiano vs. Court of Appeals, 259 SCRA 344, 351 (1996), citing Borre vs. Court of Appeals, 158 SCRA 560, 566 (1988); Manuel vs. Court of Appeals, 199 SCRA 603, 607 (1991); Munar vs. Court of Appeals, 238 SCRA 372, 380 (1994); 49 Am Jur 2d, Landlord and Tenant, Sections 129 and 158.

[24] Rollo, p. 8.

[25] Note 23, supra, pp. 79-80.

[26] Tamio vs. Ticson, 443 SCRA 44, 54 (2004), citing. 253 51 C.J.S.

[27] Ibid., citing 270 51 C.J.S.

[28] Rollo, p. 9.

[29] Rollo, p. 32.

[30] Wee vs. De Castro, G.R. No. 176405, August 20, 2008.

[\*] Acting Junior Member; Per Office Order No. 01-10-ABR dated February 22, 2010.

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