

ALEJANDRO LIM AND JOSEPA YATCO LIM, PETITIONERS, VS. CONSUELO LEGARDA VDA. DE PBIETO AND THE HON. COURT OF APPEALS, RESPONDENTS.

G. R. No. L-9189. March 30, 1957

Ponente: PARAS, C.J.

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PARAS, C.J.:

This is an appeal by certiorari from the decision of the Court of Appeals. Accordingly, the following recital of facts of said Court are conclusive:

"Plaintiff, now appellee, is the owner of a parcel of land, with an area of 196.20 square meters, situated at Aguado Street, San Miguel, Manila, which was leased to defendants Alejandro Lim and his wife Josefa Yatco, now appellants, and on which they have built their residence valued at about P10,000.00. There was no written contract of lease between them, "but appellants have been, occupying the premises since 1937 and paying a monthly rent thereon of P19.62, The last payment made by them before the present action was instituted was on May 19, 1950, corresponding: to the rent for the previous month of April (Exhibit A).

On June 1, 1950 appellee sent,, through her lawyer, a letter to appellant Josefa Yatco, notifying' her that appellee needed the land for 'her own exclusive use'; advising the lessee that the lease would be definitely terminated on June 30, 1950; and giving her until the end of July within which to vacate the said land (Exhibit B).

"On August 11, 1950, appellants having failed to comply with the demand aforesaid, a complaint for ejectment was filed against them in the Municipal Court of Manila, which complaint was subsequently amended by including a categorical allegation making reference to the letter of June 1, 1950 as the basis of the action. . ."

The Municipal Court and, upon appeal, the Court of First Instance of Manila rendered judgment for the respondent (plaintiff below). The latter court ordered the petitioners (defendants below) to vacate the premises in question within thirty days from notice and to pay the back rentals at P19.62 a month, with interest at six per centum per annum from ,the date of the filing of the complaint. The petitioners appealed to the Court, of Appeals which rendered a decision ordering the petitioners to vacate said premises and remove their house therefrom at the end of one year from the finality of the decision, on condition that they shall continue paying to the respondent the monthly rental of P19.62. The Court of Appeals overruled the finding of the Court of First Instance that the petitioners ever defaulted in the payment of rentals, but sustained the action for ejectment on the ground that the contract of lease between the parties had expired. It ruled that, as there was no stipulated period, the lease .was- from month to month because the rental was monthly. In extending the lease for one year, the Court of Appeals relied on Article 1687 of the Civil Code which provides as follows:

"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; and 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 courts may also fix a longer period after the lessee has stayed in the place for over one month."

Conformably to the conclusion of the Court of Appeals, the petitioners in their brief allege that there was no written contract of lease, but proceed to point out that "the parties verbally agreed that the defendants will leave the premises as soon as the plaintiff will need the property." On the other hand, the respondent in her brief contends that there was in fact a written contract of lease for ten years executed on May 1, 1938 (Annex "A" of respondent's brief), but that after its expiration on April 30, 1948, "the lessee, Josefa Yatco Lim, tried to renew her contract, and then the lessor refused to renew the contract, she convinced the lessor to let her stay with the premises to vacate the premises as soon as the lessor needs the property for her own use increasing the rental to P19.62 monthly."

Whether there was a written contract or not is now immaterial, since it is admitted that there was a subsequent verbal agreement that the petitioners would vacate as soon as the respondent needed the premises. As the condition imposed under this stipulation happened when the respondent notified the petitioners on June 1, 1950 that she needed the land for "her own exclusive use" and that the lease was definitely terminated on June 30, 1950, and the petitioners were given until the end of July to vacate, the period of the lease was thereby ended. Contrary to petitioner's contention, we cannot apply Article 1197 of the Civil Code which contemplates a situation wherein the court may fix a period if its duration is left to the will of the debtor. In the present case the petitioners (who have the obligation to return the thing leased) are the debtors and the respondent (who has the right to get back the premises in question) is the creditor. As illustrated in the case of *Eleizegui vs. Lawn Tennis Club*, 2 Phil. 309, the court may fix a period when the term of the lease has been left to the will of the lessee.

While in the case at bar we believe that the Court of Appeals should not have applied Article 1687 of the Civil Code, because, under the verbal contract between the parties, the period of the lease was fixed, in the sense that the petitioners knew that it would expire when the respondent needed the property leased, we are not in a position to modify the decision of said Court as the respondent did not appeal therefrom.

Wherefore, the decision of the Court of Appeals is affirmed, with costs against the petitioners. So ordered.

Bengzon, Padilla, Reyes, A., Bautista Angelo, Reyes, J. B. L., and Endencia, JJ., concur.

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