EDWARD J. HESHAN, PETITIONER, VS. HON. VICENTE Q. ROXAS, AS PRESIDING JUDGE, RTC OF QUEZON CITY, BRANCH 227 AND RICARDO DELOS SANTOS, RESPONDENTS.

Ponente: BARRIOS, J.

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BARRIOS, J.:

The petitioner Edward J. Heshan (or Heshan for brevity) was sued by the respondent Ricardo T. delos Santos (or delos Santos) for Unlawful Detainer before the Metropolitan Trial Court of Quezon City (or MeTC).

In his complaint, delos Santos alleged that he is the registered owner of a lot under TCT No. N-218351 and the house built thereon at 38 F. Amorsolo Street, Osmeña Avenue, North Susana Subdivision, Executive Village, Commonwealth Avenue, Quezon City. He purchased the property from the former owner Susan Partisala (or Partisala) on October 10, 1997. At the time the house was being occupied by Heshan who was a tenant of Partisala under a contract of lease which had since expired on May 1, 1999.

Sometime in January 2001, delos Santos informed Heshan of his intention to take possession of the property. Heshan countered with an offer to purchase the property for eight million pesos (P8,000.000.00) but this was declined by delos Santos. Heshan then requested that he be allowed to stay until he can find a place to relocate, and to which delos Santos agreed and he allowed Heshan to stay in the house for a couple of months. Then in July 2001 delos Santos again informed Heshan that he has no intention of selling the property. Heshan, on the other hand, requested again to be allowed to stay in the house for a few months more until he could find a suitable house to transfer to. Sensing that Heshan was just using this as a ploy to extend his stay, delos Santos sent him a demand letter dated September 27, 2001 asking that he vacate within a period of sixteen (16) days from notice. In response, Heshan sent a letter to delos Santos dated October 3, 2001 informing that he is still interested in buying the property. Nevertheless on October 22, 2001 delos Santos filed this suit for ejectment against Heshan.

Judgment was rendered adverse to Heshan, the decretal portion of which reads:

> WHEREFORE, considering the above-established facts and circumstances, and applying the afore-stated laws and jurisprudence, this Court hereby renders Judgment in favor of the Plaintiff and against Defendant EDWARD HESHAN and all persons claiming rights under him, and as a consequence thereof, hereby ORDERS, as follows:
>
> 1. To vacate the subject property particularly situated at 38 F. Amorsolo Street corner Osmeña Avenue, North Susana Subd. Executive Village, Commonwealth Avenue, Quezon City and to restore Plaintiff of its peaceful possession;
>
> 2. To pay Plaintiff the amount of TEN THOUSAND PESOS (P10,000.00) per month, as reasonable compensation for his continued use and occupation of the subject premises to be computed from the expiration of the grace period of the last demand, i.e. October 13, 2001, until the property is fully vacated;
>
> 3. To pay Plaintiff the amount of THIRTY THOUSAND PESOS (P30,000.00), as and by way of attorney's fees; and

4. To pay costs of suit.

SO ORDERED. (pp. 26-27, rollo)

Heshan appealed this to the Regional Trial Court of Quezon City (or RTC) which however affirmed the appealed Decision.

Hence this Petition for Review where Heshan raises the following issues for consideration:

A.

THE HONORABLE PRESIDING JUDGE VICENTE Q. ROXAS OF THE RTC OF QUEZON CITY, BRANCH 227, GRAVELY ABUSED HIS DISCRETION AMOUNTING TO LACK OF JURISDICTION IN AFFIRMING THE FINDING OF THE METROPOLITAN TRIAL COURT THAT THE MTC HAS JURISDICTION OVER THE SUBJECT MATTER OF THE COMPLAINT AND THAT THE PRIVATE RESPONDENT HAS A VALID CAUSE OF ACTION AGAINST THE PETITIONER.

B.

THE HONORABLE PRESIDING JUDGE VICENTE Q. ROXAS GRAVELY ABUSED HIS DISCRETION AMOUNTING TO LACK OF JURISDICTION IN AFFIRMING THE RULING OF THE METROPOLITAN TRIAL COURT THAT THE PETITIONER IS NOT A BUILDER IN GOOD FAITH IN RELATION TO THE IMPROVEMENTS INTRODUCED BY THE PETITIONER TO THE LEASED PREMISES.

C.

THE HONORABLE PRESIDING JUDGE VICENTE Q. ROXAS GRAVELY ABUSED HIS DISCRETION AMOUNTING TO LACK OF JURISDICTION IN AFFIRMING THE RULING OF THE METROPOLITAN TRIAL COURT THAT PRIVATE RESPONDENT COMPLIED WITH SECTION 408 OF RA 7160. (pp. 8-9, rollo).

We too have to rule against Heshan.

The cause of action for unlawful detainer is sufficiently alleged in the complaint, and springs from the failure of Heshan to vacate the premises even after lawful demand of the owner. Admittedly Heshan does not own the property but was a mere lessee of the former owner under a contract of lease which has expired way back in May 1, 1999. Thereafter his occupancy was because of a lease on a month-to-month basis which could continue only while Heshan paid the monthly rental and in consideration of which delos Santos allowed him possession of the premises for a given month. The life of the lease contract expired at the end of every month and tacitly renewed (tacita reconduccion) every time the lessor accepts the monthly payment. As delos Santos has since opted, as is within his rights to do so, not to renew the lease nor accept payment, the lease was terminated ipso facto. The circumstances that Heshan has paid rentals religiously, has introduced substantial improvements, or has difficulty of finding another place of residence, do not warrant at all his continued stay in the premises without the agreement of the owner. While Art. 1687 rewards a lessee for his loyalty, the law is not so lopsided as to disregard altogether the lessor's right not to be deprived of possession for so many years. Basic common law principle of fairness and equity shuns property entailment that borders on perpetuity to the exclusion of the owner (Yap vs. Court of Appeals, G. R. Nos. 100493 & 140363, March 6, 2001).

Thus, as the registered owner of the subject property, delos Santos has the right to its possession, which is one of the attributes of his ownership. The age-old rule is that the person who has a Torrens title over a land is entitled to possession thereof (Eastern Shipping Lines, Inc. vs. Court of Appeals, 373 SCRA 513).

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Further, notwithstanding his contention that he has introduced substantial repairs worth P2,100,000.00 sometime in February 1997 and again in February 1999, Heshan is still not entitled to its possession pending indemnity or reimbursement. Article 448 of the Civil Code in relation to Article 546 of the same Code which allows full reimbursement of useful improvements and retention of the premises until reimbursement is made, applies only to a possessor in good faith, i.e., one who builds on land with the belief that he is the owner thereof (Geminiano vs. Court of Appeals, 259 SCRA 344). This principle of possessor in good faith naturally cannot apply to a lessee because as such lessee he knows that he is not the owner of the leased property. Neither can he deny the ownership or title of the lessor (Heirs of Binuya vs. Court of Appeals, G.R. No. 100493, July 23, 1999). Like all other lessees, Heshan cannot have a right of retention over the property on the ground that he made repairs thereto, for otherwise, it would always be in his power to "improve" the landlord out of the latter's property (Chua vs. Court of Appeals, 301 SCRA 356).

It is also noteworthy that Heshan failed to introduce any evidence to substantiate his claim that he spent P2,100,000.00 for the improvement and repair of the subject property.

Finally, as to the third assigned error, Section 408 of the Local Government Code provides that the Lupon shall have authority to bring together parties who are actually residing in the same city or municipality for amicable settlement of all disputes. But in this case, Heshan resides in Commonwealth, Quezon City, while delos Santos is a resident of General Trias, Cavite. Their situation falls under the exceptions enumerated, that is, when:

> (f) Disputes involving parties who actually reside in barangays of different cities or municipalities, except where such barangay units adjoin each other and the parties thereto agree to submit their differences to amicable settlement by an appropriate lupon. (emphasis supplied)

Finding no reason to disturb the findings and determination of the court a quo -

WHEREFORE, the petition is DENIED DUE COURSE and accordingly DISMISSED.

SO ORDERED.

Guariña, III, and Tagle, JJ.

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