

**FELIX LUNA, FLORDELIZ GUEVARRA, EDGAR ABION, BENITO LUNAR, MELCHOR MANSANIDO, RAY ESPENIDA, ET AL.,
PETITIONERS, VS. MICHAEL S. IMPERIAL, IN REPRESENTATION OF
THE OTHER CO-OWNER...**

Ponente: CARANDANG, J.

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CARANDANG, J.:

Assailed in these consolidated petitions for review is the Decision[1] dated January 14, 2013 of the Regional Trial Court (RTC) of Legazpi City, Branch 1, which reversed the Order[2] dated August 25, 2012 of the Municipal Trial Court in Cities (MTCC) of Legazpi City, Branch 3, dismissing herein respondents' complaint for ejectment. The dispositive portion of the January 14, 2013 Decision reads:

“WHEREFORE, in view of the foregoing, the court finds that the Municipal Trial Court in Cities, Branch 3, Legazpi City erred in dismissing Civil Case No. 5634 on the ground of jurisdiction. The Decision of the court a quo dated August 25, 2012 is hereby reversed and MTCC Branch 3, Legazpi City is concluded vested with jurisdiction it claimed it did not have.

The same cannot be said, however, of Elsie Alemania, in whose favor the challenged dismissal is hereby affirmed.

The entire records of this case are hereby directed returned to MTCC Branch 3, Legazpi City for it to be forthwith heard in trial until terminated.

SO ORDERED.”

The facts of the case:

These petitions for review stemmed from a complaint[3] for ejectment filed by respondent Michael S. Imperial and his other co-owners (“respondents”) against herein petitioners before the MTCC of Legazpi City, Branch 3, docketed as Civil Case No. 5634. Respondents alleged that they are the owners and possessors of a land with improvements, covered by Transfer Certificate of Title (TCT) No. T-53341, situated in Barangay Ilawed, Legazpi City with an area of 14,710 square meters, their father being the prior owner thereof. Petitioners requested from respondents that they stay in the subject property with a promise to pay reasonable rent and to leave whenever respondents require them to do so. However, petitioners did not fully pay the rentals and the same was always delayed and eventually ignored. Due to petitioners' refusal to pay any reasonable rentals, respondents sent demand letters[4] for petitioners to leave the premises. Despite these demands, however, petitioners refused to pay reasonable rentals and to vacate the premises. The matter was not likewise amicably settled in the barangay conference proceedings. Hence, this complaint for ejectment.

By way of special and affirmative defenses[5], petitioners Luna, et al. (In CA-G.R. SP NO. 128394) claimed that respondents have no cause of action against them for they are lawful possessors of the property they are occupying. They averred that the basis of their possession of the subject property was derived from Leoncio

Imperial, respondents' father, who is the original owner of the Property. They had an oral contract of lease with Leoncio Imperial to stay in the subject property. Since the property was originally an abandoned lot with no improvements, petitioners asked Leoncio that they improve the lot and build their houses therein to which Leoncio agreed. Most of the petitioners have been continuously occupying portions of the subject property for more than 50 years already. Others were born in the said property and continuously lived therein. The other petitioners in fact inherited their property from their parents.

Petitioners alleged that they have peacefully lived in their respective portion of the subject property, never failing to pay their rents as agreed upon with Eloy Imperial, only that some of the receipts can no longer be presented by petitioners because the same were lost during typhoons specially typhoon Reming. The improvements introduced by petitioners were known by respondent Michael Imperial as the same are visible to the eye and seen by Eloy Imperial. But neither respondent Michael Imperial nor Eloy Imperial protested to the construction of their houses which supports the fact that they were allowed to construct their houses therein as well as build improvements as long as they pay rents. When Eloy Imperial died in 2003, respondent Michael Imperial did not disturb petitioners' possession of the subject property. In 2006, respondent Michael Imperial claimed that he was the owner of the lot and asked payment of rents and alleged arrears from petitioners. They were religiously paying their rents and had no problem staying in the property. Thus, petitioners were surprised when each of them received a demand letter from respondent in 2011, asking them to pay their rental arrears and leave the premises. Petitioners were not warned by respondents of their move to oust them from the property they occupy considering that they rely on their agreement with respondents that they can stay therein as long as they pay their respective rents.

Finally, petitioners contended that the instant complaint was premature as there was no Certification to File Action from the Barangay as required under the Local Government code, Thus, this Complaint should be dismissed pursuant to Section 18 of the Rules on Summary Procedure.

On the part of petitioner Jason Rodenas ("petitioner") (in CA-G.R. SP No. 128858), he argued that the complaint should be dismissed outright as it does not state a cause of action. Petitioner Rodenas claimed that he had been religiously paying the rentals until sometime in the last quarter of 2006 (after typhoon Reming) when he and respondent Michael Imperial had a "gentleman's agreement" that the latter will condone the past arrears of petitioner Rodenas on the condition that he will not resist respondent Michael's claim for improvements or make a protest of his possession and occupancy of the lot. Further, petitioner Rodenas claimed that he did not receive the final demand letter, hence, there was lack of jurisdiction over the subject matter of the complaint. What was attached was the proof of mailing and not the receipt thereof. Petitioner Rodenas further averred that after the final demand letter allegedly served with him, respondent continued to collect rent up to the filing of the complaint; thus, there was an implied new lease and a new final demand letter should be made in order to maintain a case for ejectment. Finally, petitioner Rodenas asserted that the complaint should be dismissed as there was no referral for conciliation or a certificate to file action from the Barangay.[6]

In the Order dated August 25, 2012 of the MTCC, it dismissed the complaint for lack of jurisdiction. The lower court ruled that respondent failed to comply with Section 2, Rule 70 of the Rules of Court, giving herein petitioners fifteen (15) days, and not ten (10) days as stated in the demand letters, within which to vacate the land. Moreover, as there is a lease agreement between petitioners Luna, et al. and respondent, the demand letters should contain both demands to pay rental and to vacate the premises. The demand letters sent to petitioners contain only a demand to vacate, hence, the MTCC did not acquire jurisdiction over the case.

On appeal by respondent, the RTC, in its Decision dated January 14, 2013, reversed the MTCC's Order and directed that the entire records of the case be returned to the MTCC to conduct trial until its termination. The RTC ruled that there was a month-to-month verbal contract of lease between herein petitioners and respondent. The

demand letters served on petitioners were sufficient to terminate the lease between them inasmuch as the ground utilized by respondent was the expiration of the contract, not non-payment of rent. Because the verbal agreement was “to leave whenever they were required to do so by the respondent,” the demand letter of the respondent is a notice to petitioners that their lease was expiring after the month of the notice. Hence, the court a quo acquired jurisdiction over the case. As to the fifteen-day period to vacate the premises, the RTC ratiocinated that there was a lapse of more than fifteen days between the demand letter and the filing of the complaint, thus complying with the prescribed period.

Hence, these consolidated petitions raising the following issues for resolution, viz:

In CA-G.R. SP No. 128394:

WHETHER THE COURT A QUO ERRED IN REVERSING THE ORDER DATED AUGUST 25, 2012, RENDERED BY THE MTCC OF LEGAZPI CITY, BRANCH 3 AND THEREBY RULING THAT THE LATTER COURT HAS JURISDICTION TO TRY THE CASE DESPITE THE RESPONDENTS' FAILURE TO COMPLY WITH SECTION 2, RULE 70 OF THE RULES OF COURT.

In CA-G.R. SP No. 128858:

I

WHETHER THE HONORABLE REGIONAL TRIAL COURT, BRANCH 1, LEGAZPI CITY, ERRED IN HOLDING THAT THE MUNICIPAL TRIAL COURT IN CITIES BRANCH 3, LEGAZPI CITY, HAS JURISDICTION OVER THE COMPLAINT FOR EJECTMENT FILED BY RESPONDENT.

II

WHETHER THE HONORABLE REGIONAL TRIAL COURT, BRANCH 1, LEGAZPI CITY, ERRED IN NOT DISMISSING THE COMPLAINT FOR EJECTMENT FILED BY RESPONDENT.

These consolidated petitions are devoid of merit.

The pivotal issue to be resolved herein is whether the MTCC has jurisdiction over the complaint for ejectment filed by respondent against petitioners.

Petitioners maintain that for failure of respondent to comply with Section 2, Rule 70 of the Rules of Court, specially the requirement of a demand to vacate the land within fifteen (15) days, the complaint does not have a valid cause for unlawful detainer and the MTCC does not have jurisdiction to hear the case. Moreover, petitioner Rodenas posits that there was no allegation in the complaint as to when they received the demand letters sent by respondents. There was no evidence that petitioners actually received the demand letters. Since demand is a jurisdiction requirement, the MTCC did not acquire jurisdiction over the case.

Records show that the MTCC dismissed the complaint for ejectment for failure of respondent to comply with Section 2, Rule 70 of the Rules of Court, particularly the requirement giving herein petitioners fifteen (15) days from demand to vacate the land they are occupying. The MTCC ruled that the demand letters of respondent only gave petitioners a period of ten (10) days to vacate the land occupied by them.

As correctly ruled by the RTC, the jurisdictional requirement of demand, giving a fifteen-day period to vacate the land, was complied with by respondents. While what was written in the demand letter was only ten (10) days, petitioners were given more than fifteen (15) days to vacate the land, which they failed to do. Records show that the latest date of demand letter is November 4, 2011. The complaint for unlawful detainer was filed on January 17, 2012, more than fifteen (15) days from the time petitioners received the demand letters, after these letters were posted by registered mail in October and November 2011 in Quezon City.

Thus, the fact that respondents' demand letter granted petitioners ten (10) days to pay and to vacate the subject property is of no moment because what is important and required under Section 2 of Rule 70 is for the lessor to allow a period of fifteen (15) days to lapse before commencing an action for unlawful detainer.[7] Evidently, respondents actually complied with this requirement. For this reason, the MTCC erred in dismissing the complaint for lack of jurisdiction.

Anent the issue that the demand letters did not contain a demand to pay rentals, suffice to say that a demand to pay rentals is not even necessary in this case considering that the respondents' cause of action in filing the complaint for ejectment was the expiration of the verbal contract of lease.

The demand letters sent by respondents was in fact a notice for petitioners that they are terminating their month-to-month verbal lease agreement because petitioners "shall be utilizing the portion of its property xxx for valid personal purpose." At the end of the month of receipt of the demand letters (i.e. in October and November 2011) the verbal lease contract is deemed expired already. The non-payment of rentals, as stated in said demand letters, merely "aggravated and abused the tolerance" of respondents.

Verily, the main basis for filing the complaint for ejectment was the expiration of the verbal contract of lease and as such, a demand to pay rentals under Section 2, Rule 70 of the Rules of Court is not a jurisdictional requirement.[8] The demand to pay rentals applies only in instances where the ground relied upon for ejectment are non-payment of rentals.[9]

The assertion of petitioner Rodenas that he did not receive the final demand letter deserves scant consideration. Petitioners Luna et al. admitted in their Answer that they received their respective demand letter from respondents.[10] As for petitioner Rodenas, his demand letter, like the other petitioners, was sent by registered mail.[11] Indeed, notice by registered mail is considered an effective service on the person concerned.[12]

A Certificate to File Action from the Barangay is not necessary in this case considering that petitioners and respondents are not actual residents of the same city or municipality.[13] Respondents are from Quezon City while petitioners are residents of Legazpi City.

WHEREFORE, premises considered, both petitions are DENIED. The assailed Decision dated January 14, 2013 is hereby AFFIRMED. The Municipal Trial Court in Cities (MTCC) of Legazpi City, Branch 3, is DIRECTED to conduct further proceedings in Civil Case No. 5634 with all deliberate dispatch.

SO ORDERED.

Barza, R. F., and Reyes-Carpio, A., JJ., concur.

[1] Rollo (CA-GR SP No. 128394), pp. 363-370; (CA-GR SP No. 128858), pp. 28-35.

[2] Rollo, (CA-GR. SP No. 128394), pp. 338-340; (CA-GR No. 128858), pp. 85-87.

[3] Rollo, (CA-GR SP No. 128394, pp. 28-34; (CA-GR SP No. 128858), pp. 43-49.

[4] Rollo, 9CA-GR SP No. 128394), pp. 39-97.

[5] Answer, Rollo, (CA-GR SP No. 128394), pp. 98-337.

[6] Amended Answer, Rollo, (CA-GR SP No. 128858), pp. 72-81.

[7] Limbauan vs. Acosta, G.R. No. 148606, June 30, 2008.

[8] Arquelada vs. Philippine Veterans Bank, G.R. No. 139137, March 31, 2000; Lanuza vs. Muñoz, G.R.No. 147372, May 27, 2004.

[9] Lanuza vs. Muñoz, G.R. No. 147372, May 27, 2004.

[10] See Rollo, CA-G.R. SP No. 128494, p. 99.

[11] Rollo, CA-G.R. SP No. 128494, p. 71.

[12] Co Keng Kian vs. IAC, G.R. No. 75676, august 29, 1990.

[13] Villanueva vs. Court of Appeals, G.R. No. 117971, February 1, 2001.

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