

FRANCISCO R. VILLAROMAN, PETITIONER, VS. FLORENTINO J. TECHICO, RESPONDENTS.*G.R. No. L-1952. May 31, 1949*

Ponente: MONTEMAYOR, J.

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The plaintiff, Francisco R. Villaroman, is the owner of a row of apartments located on Magdalena Street, City of Manila, among which are apartments Nos. 1324 and 1328, occupied, respectively, by Florentino J. Techico, defendant in civil case No. 71334, and Jose de Leon defendant in civil case No. 71335 (both cases, of the Court of First Instance of Manila). Claiming that Techico, without having any contract with him or his overseer occupied and took possession of apartment No. 1324 Villaroman has filed an action against him in the municipal court of the City of Manila for forcible entry, to recover possession thereof for the reason that he needed it for his own use. The Court of First Instance of Manila found that plaintiff had knowledge and even consented to the occupancy of said apartment by defendant Techico on the expectation that the latter would pay him reasonable rental for the same, and that, inasmuch as the defendant failed to pay a fair rental, considering the fact that the apartment was in a commercial district, being in front of Bambang market, the plaintiff sought to eject him from it. The Court of First Instance further found that the reasonable rental of the apartment was P100 a month. Consequently, it ordered the defendant to vacate the premises in question and to pay the sum of P100 per month as rental from March 11, 1945, up to the time the defendant shall have surrendered the premises to the plaintiff. On second motion for reconsideration by the defendant, and after reviewing the evidence, the Court of First Instance found that the plaintiff did not really need the premises for his own use but that he wanted it only to be remodelled, he having in the meantime allowed new tenants to occupy his other apartments. Because of this, the Court approved the petition of the defendant that he be allowed to continue staying in the apartment occupied by him, paying the sum of P100 a month fixed by the Court, the latter holding that Techico "may stay in the premises occupied by him if and when he pays the rentals" fixed by the Court "until such time that the plaintiff shall declare, by means of an affidavit to that effect, that the whole building is ready for remodelling and that all the tenants are vacating the premises for that purpose." The plaintiff appealed the case to the Court of Appeals, which court modified the decision appealed from only by raising the monthly rental of the apartment from P100 to P150, considering the commercial nature of the premises in question. The plaintiff has brought this case to the Supreme Court on appeal through certiorari, making the following assignment of errors:

"1. The Court of Appeals erred in allowing defendant-appellee to remain in possession of the premises indefinitely upon paying a monthly rental of P150.

"2. The Court of Appeals erred in applying indirectly the provisions of Commonwealth Act No. 689, as amended by Republic Act No. 66, to the instant case.

"3. The Court of Appeals erred in fixing the reasonable rental of the premises at P150 monthly, in spite of its finding that other similar and adjoining apartments are renting at P200."

The facts in this case, as found by the trial court as well as the Court of Appeals, show that, although the

defendant-appellee occupied the apartment in question with the knowledge and consent of the owner, plaintiff-appellee, there was no agreement between the parties as to the duration of the lease or as to the amount of the rental per month. The case, therefore, comes under the provisions of article 1581 of the Civil Code which reads as follows:

"ART. 1581. In default of an agreement as to the duration of the lease, it is understood as being from year to year, when an annual rent has been fixed; from month to month, when the rent is monthly; and from day to day when it is daily.

"In any case the lease shall terminate without necessity of a special notice, upon the expiration of the term."

The rental being monthly, and both the trial court and the Court of Appeals, in view thereof, have fixed the amount of said rental at P100 and P150, respectively, the lease should be considered as from month to month and may be terminated by the plaintiff at the end of each and any month. Interpreting article 1581 of the Civil Code, we find several decisions of this Court in support of this view, as follows:

"There being no fixed term for the lease and the rental agreed upon being monthly, the lease must be deemed from month to month and may be terminated after each month with due notice served upon the lease. (Roque vs. Cavestani de los Santos, L-218, August 8, 1946.)[1]

"Under article 1581 of the Civil Code, the right of the landlord to end the lease after every month, if the rent is monthly, cannot be defeated by the tenant's timely payment of the rent or by his willingness to continue doing so. In other words, the landlord may terminate the lease for any reason other than default in the payment of the rent. (Ramirez vs. Reyes, 77 Phil., 1030.)

"Considering that the lease was not for a definite period and that the rental was paid monthly, the duration of the contract must, according to the Civil Code, be considered on a month to month basis, terminating at the end of each month, without necessity of special demand (article 1581). The notice given by appellees on March 10, 1945 (Exhibit 2), confirmed by the formal demand to vacate made on March 27, 1945, operated to prevent the renewal of the lease from and after April, 1945. Hence, the plaintiffs-appellees became entitled to possession from April, 1945 (Villanueva vs. Canlas, 77 Phil., 381; Vda. de Ordonez vs. Angkianco, 77 Phil., 387)," (Borja vs. Bautista, CA—G. R. No. 7-R [G. R. No. L-97], Jan. 17, 1947.)

The apartment above referred to being commercial, it being partly used by the defendant as a drug store, the provisions of Commonwealth Act No. 689, as amended by Republic Act No. 66, which refer only to buildings used for residential purposes, are not applicable.

As regards the amount of rental fixed by the Court of Appeals in the sum of P150 a month, it may be stated that this is a question of fact included in the finding by the Court of Appeals, which may not be reviewed by this Court. The fact that adjoining similar apartments of the appellant are renting for no less than P200 a month, as found by the Court of Appeals, should not and could not affect the conclusion of said court that P150 was a reasonable value for the use of the apartment in question, for the reason that said court itself was of the opinion that the rental of P200 being paid for adjoining similar apartments of the appellant was somewhat excessive.

In view of the foregoing, and modifying the decision appealed from, the defendant-appellee is hereby ordered to vacate the apartment in question and to pay the plaintiff P150 per month as rental from March 11, 1945, until he shall have actually vacated the apartment, with costs against the appellant.

Ozaeta, Paras, Feria, Pablo, Perfecto, Bengzon, Tuason, and Reyes, JJ., concur.

[1] Unreported.

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