

**ERNESTO D. BOHOL, SR., AND BOHOL CENTRAL COLLEGES,
PLAINTIFFS-APPELLANTS, VS. FRANCISCO L. TORRES,
DEFENDANT-APPELLANT.**

G.R. No. L-26861. July 31, 1978

Ponente: CONCEPCION, JR., J.

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CONCEPCION, JR., J.:

Appeal of both parties from the decision of the Court of First Instance of Manila, ordering the defendant to pay damages to the plaintiffs.

It is not disputed that on May 15, 1960, the defendant Francisco Torres leased to the plaintiff Ernesto D. Bohol, Sr., a building constructed on a lot owned by the Madrigal & Co., Inc., in Sta. Cruz, Manila, formerly occupied by the General Institute of Technology, bounded on the East, by Oroquieta St.; on the South, by the Manila Recreation Hall, operated by his son Renato Torres; and on the West, by M. Natividad St., for a period of three (3) years, from May 15, 1960 to May 16, 1963, renewable for the same period at the option of both parties, for the amount of P900.00 per month, to be paid in advance on or before the 15th day of each and every month, and subject to the other conditions set forth in their contract of lease.[1] The plaintiff took possession of the building and used the same as classrooms of the Bohol Central Colleges of which he is the founder and owner.

Sometime in April, 1961, construction of a second story of the building housing the Manila Recreation Hall was started by Renato Torres, and as a result, the natural illumination and ventilation of several classrooms adjoining the building under construction were seriously affected. Ernesto D. Bohol brought the matter to the attention of the defendant, who proposed certain measures to alleviate the situation, but no agreement was reached by the parties. Upon request of Bohol, representatives of the Bureau of Private Schools inspected the premises of the Bohol Central Colleges and found the building unfit for school purposes.[2] Ernesto D. Bohol, Sr., was consequently advised to close his school.[3]

On August 15, 1961, Ernesto D. Bohol, Sr. and the Bohol Central Colleges filed an action against the defendant for the rescission of the contract of lease and for the recovery of various sums of money as damages. After trial, judgment was rendered ordering the defendant to pay the plaintiffs the amounts of P1,673.35, as plaintiff's unrealized profits; P5,000.00, for the value of the improvements introduced by the plaintiff on the leased building; P375.00, as reimbursement for the salary of the guard who remained in the leased premises until the properties of the plaintiffs had been removed; P1,800.00, as attorney's fees; and the costs of suit. Hence, the present appeal.

The plaintiffs assail the trial court for its failure to grant the damages set forth in their complaint which they claim to be entitled to under the law and the evidence adduced, while the defendant maintains that he is not liable to pay damages to the plaintiffs.

After a review of the records, We find that the award of damages to the plaintiffs is not justified. The plaintiffs' action is based upon the construction of a second story to the building housing the Manila Recreation Hall which affected the natural illumination and ventilation of the leased building making it un-fit for the purpose for which it

was leased and predicated upon an alleged breach of the contract of lease on the ground that the defendant, as lessor, failed to maintain the plaintiffs in the peaceful and adequate enjoyment of the lease.

Article 1654 of the Civil Code provides:

"Art. 1654. The lessor is obliged:

"(1) To deliver the thing which is the object of the contract in such a condition as to render it fit for the use intended;

"(2) To make on the same during the lease all the necessary repairs in order to keep it suitable for the use to which it has been devoted, unless there is a stipulation to the contrary;

"(3) To maintain the lessee in the peaceful and adequate enjoyment of the lease for the entire duration of the contract."

The duty "to maintain the lessee in the peaceful and adequate enjoyment of the lease for the duration of the contract," mentioned in No. 3 thereof, is merely a warranty that the lessee shall not be disturbed in his legal, not physical possession. Thus, in the case of *Goldstein vs. Roces*,^[4] where the lessee's claim for damages against the lessor resulting from the opening of the roof of the building by the lessee of the top floor to construct another story to the leased building was denied, the Court said:

"Article 1554 provides that the lessor is obliged to maintain the lessee in the peaceful enjoyment of the lease during all the time covered by the contract.

"Nobody has in any manner disputed, objected to, or placed any difficulties in the way of plaintiff's peaceful enjoyment, or his quiet and peaceable possession of the floor he occupies. The lessors, therefore, have not failed to maintain him in the peaceful enjoyment of the floor leased to him and he continues to enjoy this status without the slightest opposition on the part of any one. That there was a disturbance of the peace or order in which he maintained his things in the leased story does not mean he lost the peaceful enjoyment of the thing rented. The peace would likewise have been disturbed or lost had some tenant of the Hotel de Francia, living above the floor leased by plaintiff, continually poured water on the latter's bar and sprinkled his bartender and his customers and tarnished his furniture; or had some gay patrons of the hotel gone down into his saloon and broken his crockery or glassware, or stunned him with deafening noises. Numerous examples could be given to show how the lessee might fail peacefully to enjoy the floor leased to him, in all of which cases he would, of course, have a right of action for the recovery of damages from those who disturbed his peace, but he would have no action against the lessor to compel the latter to maintain him in his peaceful enjoyment of the thing rented. The lessor can do nothing, nor is it incumbent upon him to do anything, in the examples or cases mentioned, to restore his lessee's peace."

Obviously, the defendant is not liable as lessor because it was not he but his son, Renato Torres, who constructed the second story of the building housing the Manila Recreation Hall. And Renato Torres is not a party defendant in this action. Aside from this, such construction was not the proximate cause of the damage. The evidence shows

that the construction of the second story of the building housing the Manila Recreation Hall was started sometime in April, 1961. On April 10, 1961, Manuel Guevara, executive vice-president of the Bohol Central Colleges, called the attention of the defendant to the fact that the building under construction, upon completion, would seriously affect the natural illumination and ventilation of the building leased by the school, so the defendant proposed to put up "skylights" in the roof, to which Manuel Guevara acceded.[5] But, two days later, Ernesto D. Bohol, Sr., went to the defendant and rejected the proposal to put up "sky-lights" in the roof. Instead, he suggested the air-conditioning of the rooms affected, offering the use of his 5 h.p. air conditioning unit, with the defendant shouldering the cost of labor in its installation. The defendant put the suggestion under advisement,[6] and on April 15, 1961, the defendant asked Bohol for an estimate of the cost of labor in the installation of the air conditioning unit.[7] On April 24, 1961, the plaintiff Bohol offered, as alternative proposal for its settlement, the rescission of the lease contract, or a reduction of the rentals.[8] The defendant was amenable to the cancellation of the lease contract provided that the plaintiff Bohol would pay rentals up to the time the premises were vacated. But, no agreement was reached between them.[9]

On May 11, 1961, the defendant reminded Bohol about the estimate of the costs of labor in the installation of the air conditioning unit,[10] which Bohol submitted on May 15, 1961.[11] Upon seeing that the estimated costs were high and included an overhaul of the air conditioning unit which was not part of their agreement, the defendant rejected the proposal to air-condition the affected rooms,[12] and on June 11, 1961, he informed Ernesto D. Bohol, Sr., that he (defendant) was setting back the proposed wall of the building under construction in order not to affect the premises leased to Bohol. The construction was finished towards the end of June, 1961.[13]

Meanwhile, on June 16, 1961, the plaintiff Ernesto D. Bohol, Sr., requested the Bureau of Private Schools to conduct an inspection of the leased premises to determine its fitness for school purposes. Inspections were conducted on June 16 and 20, 1961,[14] and on June 26, 1961 the Bureau of Private Schools ordered the closing of the Bohol Central Colleges.[15]

But, even before the Bureau of Private Schools had ordered the closing of the school, the Bohol Central Colleges was already closed. The plaintiff declared that the school did not open on June 12, 1961, the date set for the start of classes for the school year 1961-1962, and that they started refunding the tuition fees of those who had already enrolled as early as June 13, or 14, 1961.[16] He also admitted that no classes were conducted between June 12 and 26, 1961.[17] Ernesto D. Bohol, Sr. further stated that although the enrollment of classes started on June 1, 1961 and classes were started on June 12, 1961, they could have enrolled students until June 26, 1961.[18] But as the Bureau of Private Schools officials had said, Ernesto Bohol "requested for this inspection so that he can have a basis for closing his school." [19]

Plaintiffs, by their own acts, brought about the situation which resulted in the damages claimed by them.

WHEREFORE, the judgment appealed from is reversed. The complaint and the defendant's counterclaim are hereby dismissed. Without pronouncement as to costs.

SO ORDERED.

Fernando, (Chairman), Barredo, Antonio, Aquino, and Santos, JJ., concur.

[1] Exhibit "D".

[2] Exhibits "A" and "B".

[3] Exhibit "N".

- [4] 34 Phil. 562, 563.
- [5] pp. 8, 56-57, tsn. of Oct. 29, 1964.
- [6] pp. 9-15, tsn. of Oct. 29, 1964.
- [7] Exhibit "G".
- [8] Exhibit "H".
- [9] p. 19, tsn. of Oct. 29, 1964.
- [10] Exhibit "I".
- [11] Exhibit "J".
- [12] pp. 21-22, tsn. of October 29, 1964.
- [13] pp. 73-74, tsn. of Nov. 13, 1961; pp. 3-4, tsn. of May 7, 1963.
- [14] Exhibits "A" and "B".
- [15] Exhibit "N".
- [16] p. 7, tsn. of July 12, 1962.
- [17] p. 20, tsn. of May 7, 1961.
- [18] pp. 90-91, tsn. of Nov. 13, 1961.
- [19] Exhibit "A"; See also testimony of Ernesto Bohol, p. 5, tsn. May 7, 1963.

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