

JOSE C. VILLANUEVA, PLAINTIFF AND APPELLEE, vs. JUAN CANLAS, DEFENDANT AND APPELLANT.

G.R. No. L-529. September 18, 1946

Ponente: PERFECTO, J.

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PERFECTO, J.:

Defendant is occupying the house of 596 Isabel, Sampaloc, Manila, at a monthly rental of P100, payable in advance during the first five days of each calendar month. Plaintiff, in a complaint filed in the Municipal Court of Manila on August 15, 1945, seeking the restitution of the property, alleged that defendant failed to pay the rents for the months of July and August 1945, that plaintiff needs the premises for his personal use, that defendant had been requested several times to vacate the premises, the last request having been made in writing on August 8, 1945, and the defendant even threatened to do bodily harm to plaintiff if he is forced to vacate the property.

On August 22, 1945, the municipal court rendered decision ordering the defendant to vacate the premises and to pay rents from July 1, 1945, at the rate of P100 a month and costs. On November 29, 1945, Judge Buenaventura Ocampo, of the Court of First Instance of Manila, on appeal, rendered decision affirming the decision of the municipal court.

Defendant alleges that the reason of plaintiff in ousting him from the premises in question is plaintiff's desire to charge an unlawful and unconscionable rent; that defendant's ouster, in view of the present grave shortage of housing facilities, will be tantamount to casting him and his family to the streets; and that the contract of lease has not yet expired.

Upon the evidence, the lower court has found that plaintiff and defendant entered into a verbal contract of lease concerning the premises in question on the basis of a monthly rental of P100, payable within the first five days of each calendar month, and that in July, 1945, plaintiff requested defendant to vacate the property because plaintiff needed it for him and his family, as they are occupying temporarily a room in the house of plaintiff's mother at Legarda Street. By reason of defendant's refusal to vacate the property, plaintiff approached his attorney who, on August 8, 1945, wrote to defendant the letter Exhibit A, asking him to vacate the house within five days.

No period of time having been agreed upon in the verbal contract of lease as the facts of the case show, the duration of the contract must, according to the Civil Code, be on a month to month basis, that is, terminating at the end of each month, but being renewed the next month by tacit agreement, and so successively until one of the parties refuses to continue the tacit renewals. This is the case when plaintiff required defendant to vacate the premises in July, 1945.

In his brief, appellant maintains that the lower court erred in not applying Commonwealth Act No. 689, in finding him delinquent in the payment of rentals, in holding that there was a demand made upon him to vacate the premises, and in finding that plaintiff needs the premises.

Commonwealth Act No. 689 was enacted on October 15, 1945, about two months after plaintiff's cause of action

had arisen. Since said act is not retroactive, as defendant's, counsel himself admitted, it is not applicable in this case.

The question whether or not demand was made upon defendant to vacate the premises is immaterial, although the evidence shows that plaintiff did really make such a demand. "A lease ceases upon the expiration of its term without the necessity of any notice to the tenant who thenceforth becomes a deforciant." (Co Tiamc vs. Diaz, 75 Phil., 672.) "The lease shall terminate without necessity of a special notice, upon the expiration of the term." (Domingo Vda. de Buhay vs. Cobarrubias, 76 Phil., 213.)

Whether or not defendant had been delinquent in the payment of rentals and plaintiff needs the premises, although the record appears to support plaintiff's contention, are of no consequence after we have arrived at the conclusion that the duration of the verbal lease contract between plaintiff and defendant was monthly, according to article 1581 of the Civil Code. There could be no implied renewal of the lease contract after July, 1945, under article 1566 of said Code, because in that month the lessor gave the lessee notice to vacate.

We are not unmindful of defendant's plea that the City of Manila is faced by an acute shortage of housing facilities and that his ouster will be tantamount to casting him and his family into the streets. We can not close our eyes to the stark realities of the prevailing situation, deplorable aftereffects of the last war. But defendant's plea does not raise a legal question within the proper cognizance of tribunals. It rather raises a political question or points out a social" evil that may be exposed, borrowing an image from Rizal, at the steps of the temple, and whose solution or remedy can and should be afforded by the political departments of government. The burden of such solution or remedy lies primarily on the shoulders of Congress, the policy-making agency of the state. Congress enacted in 1945 Commonwealth Act No. 689, and it seems satisfied with that legislation for the time being. If defendant feels that, under the existing legislation, which this Court has no other alternative but to apply and enforce, he is a victim of a political or social injustice, the Constitution opens the doors for him to petition Congress for proper legislative remedy.

The lower court's decision is affirmed, with costs against appellant.

Paras, Pablo, Hilado, and Padilla, JJ., concur.

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