

ROBETO RANTAEL, PETITIONER, VS. HON. COURT OF APPEALS AND TERESA LLAVE, RESPONDENTS.*G.R. No. L-47519. April 30, 1980*

Ponente: TEEHANKEE, J.

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The Court dismisses the petition for certiorari to review the decision of the Court of Appeals and accordingly affirms respondent appellate court's judgment dismissing petitioner's petition for review of the decision of the Rizal Court of First Instance affirming in toto the decision of the City Court of Quezon City ordering petitioner as defendant to vacate and restore to private respondent as plaintiff possession of the leased premises and to pay P200.00 attorney's fees and the costs of suit. The Court rules that where the terms of the contract of lease provide a definite period for its existence, such lease falls within the express exception provided for by the provisions of section 4 of Presidential Decree No. 20 and the lessor may therefore exercise her prerogative under the contract to enforce termination of the lease and her right to judicially recover the leased premises.

Sometime in May 1970, private respondent Teresa F. Llave and petitioner Roberto Rantael entered into a verbal agreement by virtue of which the former leased to the latter the premises of unit 51-A of her four-unit apartment at Stanford St., Cubao, Quezon City, at the monthly rental of P160.00. In July 1973, Llave sought to increase the monthly rental to P180.00 which caused Rantael to file a complaint against her with the Presidential Action Unit, Office of the President, charging violation of the provisions of Presidential Decree No. 20. At the conference called by the Office of the President, Llave agreed to roll back the monthly rent to P160.00 provided her juridical relationship with Rantael be formalized through a written lease contract to which Rantael acceded. Thus, on August 1, 1974 Llave and Rantael entered into an "Agreement on Occupancy of Apartment" by which terms the said Rantael agreed "to use, occupy and live in [Llave's] apartment at Stanford, Quezon City, known as Door 51-A on a month to month basis, beginning today." [1] The said agreement also expressly provided, inter alia, that:

"Upon thirty (30) days notice, either party may terminate this agreement, each fulfilling their respective obligations herein agreed." [2]

In the meantime, Llave, in a letter dated December 1, 1974 to the Office of the President, inquired as to whether or not, under the provisions of her said Agreement with Rantael, she had "the right to terminate the lease and eject [her] tenant, at the end of every month after giving the latter five (5) days' notice within which to vacate the premises." [3] In answer, Assistant Executive Secretary Ronaldo B. Zamora replied that the lease subject of inquiry "is considered a lease with a definite period" and "falls under the exception mentioned in Section 4 of Presidential Decree No. 20" and that the "lessee, is, therefore, subject to judicial ejectment upon [Llave's] compliance with the requirements of the Rules of Court relative to unlawful detainer cases." [4]

Subsequently, Llave, in a communication dated February 11, 1975, notified Rantael of her decision to terminate the lease agreement and requested him to vacate the premises of unit 51-A after thirty days from receipt of the

said communication. Notwithstanding his receipt of the notice on February 17, 1975, Rantael refused to vacate the premises of unit 51-A, compelling Llave to file on April 30, 1975 an ejectment suit against him in the City Court of Quezon City.

After due hearing, the City Court rendered its decision dated May 25, 1976 upholding the right of Llave to terminate the lease agreement and ordering Rantael to vacate and restore to Llave possession of the leased premises and to pay P200.00 attorney's fees and costs of suit.

Rantael appealed to the Rizal Court of First Instance at Quezon City, filing the necessary bond to stay execution of judgment. The Court of First Instance, in its decision dated January 14, 1977, affirmed in toto the judgment appealed from. Rantael then petitioned the Court of Appeals to review the decision of the Court of First Instance but the appellate court dismissed his petition on November 29, 1977. The appellate court,[5] resolving the question of whether or not the Agreement on Occupancy of Apartment provides for a definite period, ruled, to wit:

"The stipulation 'from today'[6] provides the starting point of the monthly period which is 30 days, not calendar month, because no month was designated (Art. 13, Civil Code). The period ended 30 days thereafter. It is indeed fixed or definite. This places the lease contract outside the application of the Decree which exempts from its application lease with a definite period."

Rantael thus filed with this Court his petition for review on certiorari seeking the reversal of the decision dated November 29, 1977 of the Court of Appeals and the dismissal of Llave's ejectment suit against him. Pending resolution of the petition at bar (given due course on February 15, 1978 and declared submitted for decision on April 3, 1978), Llave applied with the Court on March 21, 1979 for the issuance of the writ of execution to restore her to the possession of the leased premises, claiming Rantael's failure to pay the monthly rent for February 1979. Commenting on the motion for execution, Rantael attributed his failure to pay the monthly rent for February 1979 "to respondent Llave's making, as she would want to accept payment, however, refusing to issue the necessary receipt for the said payment." [7] Rantael also countered with his petition for consignation of monthly rentals. Both parties subsequently filed other pleadings: petitioner Rantael, his rejoinder wherein he denied any arrearage on his part in the payment of rentals; and respondent Llave, her reply to petitioner Rantael's comment on her motion for execution and her surrejoinder wherein she (1) denied the said petitioner Rantael's claim that he tendered payment of rentals for February 1979 and that she, on the other hand, refused to issue the corresponding receipt for the said payment, and (2) asserted non-payment by petitioner Rantael of the rentals on time or within the legal period set forth by the provisions of section 8, Rule 70 of the Rules of Court as basis of her motion for execution.

In the main, petitioner Rantael disputes before the Court the declaration of the Court of Appeals that the terms of the Agreement on Occupancy of Apartment provide for a "fixed or definite" period for the lease and its consequent holding that since the lease is for a definite period, it is exempted from the application of section 4 of Presidential Decree No. 20 which suspends in other cases the right of judicial ejectment under the provisions of paragraph (1) of Article 1673 of the Civil Code (which was likewise the holding of then Assistant Executive Secretary Zamora of the Office of the President).

We find no merit in the petition.

1. The source of disagreement between petitioner Rantael and respondent Llave relates to the following quoted provisions of the Agreement on Occupancy of Apartment dated August 1, 1974:

"The undersigned TENANT hereby agrees with Mrs. Teresa F. Llave as owner, to use, occupy and live in the latter's apartment at Stanford, Quezon City, known as Door 51-A on a month to month basis, beginning today,

under the following terms and condition un-til the premises, [are] completely vacated x x x."

The aforequoted provisions of the Agreement on Occupancy of Apartment cannot but be read as providing for a definite period for the lease. Period relates to "length of existence; duration"[8] or even a "series of years, months or days in which something is completed." [9] Definite means "having distinct or certain limits; determinate in extent or character; limited; fixed." [10] A definite period, therefore, refers to a portion of time certain or ascertainable as to its beginning, duration and termination. As already stated above, the parties further expressly agreed that - "upon thirty (30) days notice, either party may terminate this agreement, each fulfilling their respective obligations herein agreed."

In the case at bar, the lease entered into between petitioner Rantael and respondent Llave commenced, in accordance with the provisions of the Agreement on Occupancy of Apartment, on August 1, 1974, the date of execution of the said Agreement, considering that the parties employed the phrase "beginning today" with reference to the starting point of the period during which petitioner Rantael would have use and occupancy of the premises of unit 51-A. As to the duration and termination of the aforementioned contractual relations, the parties used the phrase "on a month to month basis" in the Agreement with reference to the length of time during which petitioner Rantael would have use and occupancy of the leased premises. And month here should be construed, in like manner as in the interpretation of laws pursuant to the provisions of Article 13 [11] of the Civil Code of the Philippines, there being no reason to deviate therefrom, as a period composed of thirty days. The contractual relations between petitioner Rantael and respondent Llave ceased after the expiration of the first thirty days reckoned from August 1, 1974 but continued for the next thirty-day period and expired after the last day thereof, repeating the same cycle for the succeeding thirty-day periods, until the said respondent Llave exercised her express prerogative under the agreement to terminate the same.

2. Section 4 of Presidential Decree No. 20 - relied upon by both petitioner Rantael, who claims the general rule provided therein in his favor, and respondent Llave, who, on the other hand, invokes the exception likewise set forth therein in her favor - reads as follows:

"Except when the lease is for a definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code of the Philippines insofar as they refer to dwelling unit or land on which another's dwelling is located shall be suspended until otherwise provided; but other provisions of the Civil Code and the Rules of Court of the Philippines on lease contracts, insofar as they are not in conflict with the provisions of this Act, shall apply." (italics supplied)

The related provision, paragraph (1) of Article 1673 of the Civil Code, states that:

"The lessor may judicially eject the lessee for any of the following causes:

(1) When the period agreed upon, or that which is fixed for the duration of leases under articles 1682 and 1687, has expired."

In accordance with the foregoing, section 4 of Presidential Decree No. 20 should be understood to mean that, as a general rule, the lessor may not judicially eject the lessee upon the expiration of the period determined in accordance with the provisions of Articles 1682 and 1687 of the Civil Code. (Article 1682 construes the duration of the period of a lease of rural land - when it has not been fixed by the parties - as "all the time necessary for the gathering of the fruits which the whole estate leased may yield in one year or which it may yield once, although two or more years may have to elapse for the purpose." Article 1687 provides that "[i]f the period for the lease has not been fixed, it is understood to be from year to year, if the rent agreed upon is annual; from month to month, if it is monthly; from week to week; if the rent is weekly; and from day to day, if the rent is to be paid daily," and further provides that the courts may fix a longer term for the lease after the lessee has occupied the premises for

certain periods of time.) Thus, judicial ejectment would not lie even though the periods fixed under the said Articles may have expired.

However, by express exception of P.D. No. 20, judicial ejectment lies "when the lease is for a definite period" or when the fixed or definite period agreed upon has expired. The lease in the case at bar having a definite period, it indubitably follows that the exception, rather than the general rule, applies and, therefore, respondent Llave's right to judicially eject petitioner Rantael from the premises may be duly enforced. This has been the consistent administrative interpretation of the Office of the President, *supra*. Therefore, no error was committed by respondent appellate court when it ruled that

"The lease contract is the law between the parties. In the interpretation thereof, the intent of the parties may be determined. The parties herein sought Malacanang's intervention upon their controversy on the amount of rental. Then, they settled their dispute by entering into a written lease contract, agreeing on the basis thereof for rate and duration. It would be the height of injustice to assume that the owner-lessor intended to tie herself to a very low rental and make that rate indefinite. When they agreed on the termination of the lease upon a 30-day notice, it is logical to assume that they really fixed the period of the lease depend-ent upon the option of either party, not a legal period determinable by a court under Article 1687 of the Civil Code.

Consequently, it cannot be said that the decision is against the law and jurisprudence laid down by the Supreme Court. Being so, the judgment of the two courts below are final (Sec. 45, Judiciary Act, as amended by Rep. Act 6031)."

3. Furthermore, Batas Pambansa Blg. 25, which superseded Presidential Decree No. 20, buttresses the right of respondent Llave to judicially eject petitioner Rantael from the leased premises.[12] The provisions of section 5 thereof allow judicial ejectment on six grounds, two of which are present in the case at bar, to wit:

"c. Need of owner/lessor to reposses his property for his own use or for the use of any immediate member of his family as a residential unit, such owner or im-mediate member not being the owner of any other available residential unit: Provided, however, That the period of lease has expired; Provided, further, That the lessor has given the lessee notice three months in advance of the lessor's intention to repossess the property; and Provided, finally, That the owner/lessor or immediate members stay in the residential unit for at least one year, except for justifiable cause.

x x x x x

"f. Expiration of the period of a writ-ten lease contract."

The record shows that, in the proceedings before the City Court of Quezon City, respondent Llave testified that "her purpose was to have the apartment for her son to occupy." [13] On the matter, petitioner Rantael, in his Memorandum submitted with the Court, states that "[t]his assertion is betrayed by the very fact that the next door apartment No. 51-B has been vacated by its pre-vius occupant" [14] but respondent Llave did not give the said unit to her son. Petitioner Rantael further alleges that respondent Llave wants to eject him so she could raise the monthly rental for unit 51-A. Respondent Llave, however, in a letter dated July 10, 1978 to the Chief Justice, denies this allegation and claims that she has "four sons and one daughter" and that "all have their families and each door belongs to them." [15] In two other letters dated January 27 and November 3, 1978, respondent Llave reiterates her reason for seeking possession of the leased premises, to wit:

1. "Pinaalis sila sapagkat titirahan ng akin anak" (Letter dated January 27, 1978); [16] and
2. "[M]y children are very much in trouble because they have no place to stay and they can't afford to pay high rent" (letter dated November 3, 1978). [17]

The foregoing indicate quite clearly that respondent Llave's desire to provide her son with his own dwelling, rather than the mercenary motives based on conjectures imputed by petitioner Rantael in his Memorandum, compelled her to institute the ejectment suit involved herein.

The other ground for judicial ejectment - expiration of the period of a written lease contract - is manifestly present, pursuant to our holding that the parties' written Agreement specified a definite period for the lease and occupancy of the premises by petitioner Rantael.

As regards the pending applications for execution and for consignment filed, respectively, by respondent Llave and petitioner Rantael, the Court deems that no pur-pose would be served in discussing their merits as well as in resolving them herein, considering that as a consequence of the Court's ruling upholding respondent Llave's right to judicially eject petitioner Rantael from the premises of unit 51-A, the corresponding writ of execution shall subsequently issue forthwith, thereby restoring to said respondent Llave possession of the said premises pursuant to the judgment of the three other courts who have ordered such restoration.

ACCORDINGLY, judgment is hereby rendered dismissing the petition for review and affirming the dismissal by respondent Court of Appeals of petitioner's therein petition to review the decision of the Court of First Instance of Rizal affirming the decision of ejectment of the City Court of Quezon City. With costs in all instances against petitioner. This decisions shall be immediately executory upon its promulgation.

SO ORDERED.

Makasiar, Fernandez, Guerrero, De Castro, and Melencio-Herrera, JJ., concur.

[1] Rollo, page 41.

[2] Ibid.

[3] Rollo, page 58.

[4] Ibid.

[5] Special First Division of the Court of Appeals composed of then Acting Presiding Justice Magno S. Gat-maitan, and Associate Justices Samuel F. Reyes, ponente, and Simeon N. Gopengco.

[6] The phrase "from today" should read "beginning today," per the Agreement on Occupancy of Apartment.

[7] Rollo, page 121.

[8] Amado G. Capiral v. Manila Electric Co., Inc., et al., L-15721, December 27, 1963, 9 SCRA 804, 810.

[9] Ibid.

[10] Ibid.

[11] The relevant provisions of Article 13 read, to wit:

"When the laws speak of years, months, days or nights, it shall be understood that years are of three hundred sixty-five days each; months, of thirty days; days, of twenty-four hours; and nights from sunset to sunrise."

[12] Vide Jose Onchengco v. City Court of Zamboanga, et al., L-44657, January 22, 1980.

[13] Rollo, pages 83 and 85.

[14] Ibid. page 85.

[15] Ibid. page 106.

[16] Ibid. page 73.

[17] Ibid. page 108.

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