

**LOIDA, BIENVENIDO & JOSELITO, ALL SURNAMED ACAB,
CARINA VALERIO & ESMERALDA ZAPANTA, PETITIONERS, VS.
COURT OF APPEALS AND AMPARO C. VILLANUEVA, RESPONDENTS.**

G.R. No. 112285. February 21, 1995

Ponente: PUNO, J.

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PUNO, J.:

This is a petition for review from the decision of the Court of Appeals, [1] dated July 26, 1993, the dispositive portion of which reads as follows:

"WHEREFORE, the respondent court's (referring to the Regional Trial Court, Branch 121, Kalookan City) decision, subject of review, is hereby SET ASIDE and another judgment is entered DISMISSING the ejectment case in Civil Case No. 20091 in the Metropolitan Trial Court, Kalookan City, Branch 49. All the other orders of the respondent court relating to the implementation and enforcement of the said decision of the respondent court are likewise ORDERED SET ASIDE.

"No pronouncement as to costs.

"SO ORDERED."

Also impugned is the Court of Appeal's Resolution, dated October 19, 1993, denying petitioners' Motion For Reconsideration.

Petitioners' father, Jose R. Acab, was the owner of the subject residential lot located on 128 Rodriguez St., Kalookan City. In 1942, he entered into a verbal lease agreement with private respondent and her now-deceased husband. Under the agreement, the Villanueva spouses were obliged to pay Acab a monthly rental of fifty pesos (P50.00).

On April 10, 1991, petitioners' counsel, wrote private respondent and her husband the following letter:

"April 10, 1991

"SPS. FRANCISCO VILLANUEVA
128 Rodriguez Street,
(also known as F. Acab St.)
Kalookan City

"SIR & MADAM:

"My clients, LOIDA S. ACAB, CARINA S. ACAB, BIENVENIDO S. ACAB, JOSELITO S. ACAB & ESMERALDA S. ZAPANTA, instructed me to inform you that they are now the registered owners of the parcel of land where you reside, they having purchased the same from their father JOSE ACAB on July 3, 1989, for which reason TCT No. 231261 was issued in their favor. They also instructed me to inform you that they are no longer interested in renewing your lease contract over the property in which case, since you pay

your rent monthly, then the contract should be deemed terminated by the end of the month or 30 days from today. The reason for the termination is the need of my clients to repossess the property for their own personal use.

"Notice, therefore, is hereby given you that three months from today my clients have the intention to repossess their property and demand is hereby made upon you to vacate the same on or before the said period of time. Should you fail to do that then my clients shall be forced to bring this matter to the barangay and eventually to the court without further notice.

"Your compliance herewith will save you xxx inconvenience and expense that a court xxx usually entails.

"Very truly yours,

(sgd)

Jose F. Mañacop" [2]

Despite receipt of the letter, private respondent, then already widowed, refused to vacate the subject premises.

On October 18, 1991, petitioners, armed with a Certification to File Action from the proper Barangay Lupon Tagapayapa, filed their complaint for ejectment with the Metropolitan Trial Court of Kalookan City. [3] The case was docketed as Civil Case No. 20091 and raffled to Branch 49 of said court.

At the end of the trial, the MTC held, inter alia, that:

"xxx xxx xxx

"There is no question that the lease of the lot in question is from month to month considering the monthly payments. The defendant's (referring to private respondent's) month-to-month lease of the premises is a lease with a definite period, terminable at the end of each month at the option of the plaintiff-lessor (referring to petitioners)."

"xxx xxx xxx

"The plaintiffs (petitioners herein) acquired possession when the property was sold to them by their father and the torrens title thereof was transferred in their name. Defendant (private respondent herein) having lost her right to the possession of the premises upon the termination of their contract of lease, her refusal to vacate the leased premises despite demands constitutes a sufficient cause of action for her ejectment.

"xxx xxx xxx [4]

It rendered judgment in favor of herein petitioners. On appeal, the Regional Trial Court, Branch 121, Kalookan City found "no cogent and compelling reason to disturb the findings of the lower court," [5] and affirmed the MTC's decision.

On December 9, 1992, private respondent elevated the case to the respondent Court of Appeals by petition for review on certiorari. [6] Said court reversed the metropolitan and regional trial courts of Kalookan City and dismissed petitioners' complaint for ejectment using the following line of reasoning: (1) petitioners failed to prove that they do not own any other available residential units within Kalookan; (2) consequently, petitioners' claim that they need the subject premises is unsubstantiated; (3) therefore, private respondent's ejectment from the subject premises may only be based on the termination of the month-to-month lease agreement; and (4) ejectment based solely on termination of a month--to-month lease contract is not justified.

Dissatisfied with the Court of Appeal's Decision and its Resolution denying their Motion For Reconsideration, petitioners filed this petition for review, alleging that the respondent court did not decide the case at bench in

accordance with law and applicable decisions.

We agree with petitioners.

The sole issue in the case at bench is whether private respondent may legally be ejected from the subject property on the sole basis of the expiration of the verbal lease agreement under which rentals are paid monthly.

Section 6 of Batas Pambansa Blg. 877, which is exactly the same as Section 6 of Batas Pambansa Blg. 25, provides that:

"Sec. 6: Application of the Civil Code and Rules of Court of the Philippines. — 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 residential units covered by this Act, shall be suspended during the effectivity of this Act, but other provisions of the Civil Code and the Rules of Court on lease contracts, insofar as they are not in conflict with the provisions of the Act shall apply."

In a long line of cases, [7] beginning with *Rivera v. Florendo*, 143 SCRA 278 (1986), this Court has held that said provision does not suspend the effects of Article 1687 of the New Civil Code which provides as follows:

"Art. 1687. If 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 it is weekly; and from day to day, if the rent is to be paid daily. However, even though a monthly rent is paid, and no period for the lease has been set, the courts may fix a longer term for the lease after the lessee has occupied the premises for over one year. If the rent is weekly, the courts may likewise determine a longer period after the lessee has been in possession for over six months. In case of daily rent, the courts may fix a longer period after the lessee has stayed in the place for over one month."

Thus, We have held that lease agreements with no specified period, but in which rentals are paid monthly, are considered to be on a month-to-month basis. [8] They are for a definite period and expire after the last day of any given thirty-day period, upon proper demand and notice by the lessor to vacate. [9]

In the case at bench, it was found by all three lower courts that the lease over the subject property was on a month-to-month basis, and that there was proper notice of non-renewal of contract and demand for vacation of premises made by petitioners on private respondent. Unquestionably, therefore, the verbal lease agreement entered into by private respondent and petitioners' father and predecessor-in-interest has been validly terminated, in which case there is sufficient cause for ejectment under Section 5(f) of Batas Pambansa Blg. 877 which reads:

"Section 5: Grounds for Judicial Ejectment. — Ejectment shall be allowed on the following grounds:

"xxx xxx xxx

"(f) Expiration of the period of the lease contract."

This is in line with Our holding in the case of *Palanca v. Intermediate Appellate Court*, 180 SCRA 119 (1989), that:

"In the recently decided case of *Uy Hoo and Sons Realty Development Corporation v. Court of Appeals and Thomas Kuan*, [10] xxx, this Court ruled that a month to month lease under Article 1687 is a lease with a definite period, the expiration of which upon previous demand by the lessor to vacate, can justify ejectment.

"The Court noted that notwithstanding the fact that the *Miranda* [11] case and the *Rivera* [12] case quoted therein involved a need for the lessor to re-possess the leased premises for his own use, (which fact is not present in this case), the Court applied the ruling therein on the ground that:

"xxx the thrust of the decision in said cases appears to be that 'the determination of the period of a lease

agreement can still be made in accordance with said Article 1687, and that in a month to month lease situation, when petitioners (lessor) gave private respondent (lessee) notice to vacate the premises in question, the contract of lease is deemed to have expired as of the end of the month."

Furthermore, it must be noted that, since the month-to-month lease in the case at bench is considered one with a definite period, it falls within the exception provided in Section 6 of Batas Pambansa Blg. 877. In other words, the first paragraph of Article 1673 of the New Civil Code, which provides that:

"Art. 1673. 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;

"xxx xxx xxx

applies to the case at bench. Thus, ejectment of private respondent by petitioners is justified.

IN VIEW WHEREOF, the petition is GRANTED. The Decision of the Court of Appeals in CA-G.R. SP No. 29457, dated July 26, 1993, is REVERSED and SET ASIDE. The Decisions of the Metropolitan Trial Court, Branch 49, Kalookan City, dated April 29, 1992, and of the Regional Trial Court, Branch 121, Kalookan City, dated October 30, 1992, are REINSTATED. No costs.

SO ORDERED.

Narvasa, C.J., (Chairman), Bidin, Regalado, and Mendoza, JJ., concur.

[1] Through its Ninth Division, composed of Associate Justices Gloria C. Paras (chairman and ponente), Cezar D. Francisco, and Buenaventura J. Guerrero, in CA-G.R. SP No. 29457.

[2] Rollo , p. 31.

[3] Ibid., pp. 33-35.

[4] Decision of the MTC, Br. 49, Kalookan City, dated April 29, 1992, pp. 3, 5; Rollo , pp. 86, 88.

[5] Decision of the RTC, Br. 121, Kalookan City, dated October 30, 1992, p. 2; Rollo , p. 91.

[6] Rollo , pp. 92-112.

[7] See Pascua v. Court of Appeals, 183 SCRA 262 (1990); Cursino v. Bautista, 176 SCRA 65 (1989); Miranda v. Ortiz, 156 SCRA 10 (1987); Zablan v. Court of Appeals, 154 SCRA 487 (1987).

[8] See Palanca v. Intermediate Appellate Court, 180 SCRA 119 (1989); Caudal v. Court of Appeals, 175 SCRA 798 (1989); Zablan v. Court of Appeals, op. cit.

[9] See United Realty Corporation v. Intermediate Appellate Court, 183 SCRA 725 (1990); Zablan v. Court of Appeals, op cit.; Palanca v. Intermediate Appellate Court, op cit.

[10] 174 SCRA 100 (1989).

[11] Referring to Miranda v. Ortiz, op cit.

[12] Referring to Rivera v. Florendo, op cit.

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