

**SPOUSES EMMANUEL LANTIN AND MELANIE LANTIN, PETITIONERS,
VS. THE HONORABLE COURT OF APPEALS (FIRST DIVISION) AND
THE SPOUSES ROLAND B. BELTRAN AND MA. VICTORIA
REYES-BELTRAN, RE...**

G.R. No. 127141. April 30, 2003

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

This is a petition for review on certiorari of the August 27, 1996 Decision,[1] and the November 12, 1996 Resolution[2] of the Court of Appeals in CA-G.R. SP No. 40047. The assailed decision reversed that of the Regional Trial Court of Parañaque City, Branch 259,[3] and ordered the petitioners to reimburse to the respondents, spouses Roland and Ma. Victoria Beltran, the sum of P1,587.90 for the payment made by them for the petitioners' water consumption and homeowners' association dues for the month of March 1994. The assailed resolution denied petitioners' motion for reconsideration.

The factual backdrop of the case is as follows:

The petitioners, spouses Emmanuel Lantin and Melanie Lantin were former lessees of a residential house, owned by Esperanza C. Reyes, located at No. 12 Palm Spring Avenue, Merville Park Subdivision in Parañaque City. Some time in March 1994, the petitioners informed their lessor, Ms. Reyes, that they were terminating the lease contract. They vacated the leased premises on March 19, 1994 but retained the key to the house to enable them to remove the intercom unit which they installed therein. The petitioners turned over the key to the house to its owner on March 30, 1994. On even date, Ms. Reyes returned to the petitioners a check in the amount of P8,000.00 which they issued representing the one (1) month deposit on the house. Ms. Reyes issued another check in favor of the petitioners in the amount of P4,514.50 representing the balance of the other one (1) month deposit, after deducting the amount of P4,514.50 contained in an unsigned cash voucher turned over by Ms. Reyes to the petitioner:

CASH VOUCHER

MELANIE M. LANTIN[***] DATE March 30, 1994

PARTICULAR AMOUNT

Balance – 1 month deposit - P8,000.00

Less: Additional 4 days at P266.66/day -1,066.00

P6,934.00

Less: Electric Bill (2/03 – 3/04/94) 1,238.90

P5,695.10

Less: Water & MPHA dues (S/A – 3/01/94) 1,180.60

Balance to be refunded - P4,514.50

vvvvvvvvvvvv

FOUR THOUSAND FIVE HUNDRED FOURTEEN & 50/100[]**

TOTAL P 4,514.50[4]

Ms. Reyes then leased the aforesaid house to the respondents who moved in on April 23, 1994. The respondents later discovered that there were utility bills pertaining to the house that were left unpaid. The billing statements received by the respondents included: electric bill covering the period of March and April 1994 in the amount of P1,238.90, water consumption and homeowners' association dues also for March and April 1994 in the amount of P1,587.90; and a telephone bill in the amount of P1,906.24. Afraid that their telephone, electric and water supply would be cut off if they let the bills remain unpaid, the respondents were constrained to settle them on behalf of petitioners.

Consequently, the respondents demanded from the petitioners reimbursement in the total amount of P4,733.04. However, the petitioners refused to pay the respondents. The matter was then brought to the barangay authorities for the requisite conciliation proceedings, as the parties reside in the same subdivision, to no avail.

The respondents filed a complaint against the petitioners for the collection of the principal amount of P4,733.04 with the Metropolitan Trial Court (MeTC) of Parañaque City, Branch 77. As the case was within the purview of the Rules on Summary Procedure, the parties submitted their respective affidavits and documentary evidence. Thereafter, the MeTC rendered its judgment thereon.

The MeTC ruled in favor of the petitioners upon finding that they had already paid the electric bill, Merville Park Homeowners' Association (MPHA) water consumption and association dues to the owner of the house, Ms. Reyes, who deducted the corresponding amounts from the petitioners' deposit. With respect to the telephone bill, the MeTC ruled that the respondents paid the same without the petitioners' consent and that they had not benefited from the said payment as would entitle the respondents to claim for reimbursement. The decretal portion of the MeTC Decision, dated August 24, 1995, reads:

WHEREFORE, this case is hereby ordered DISMISSED the same with defendants' counterclaim. With cost against the plaintiff.

SO ORDERED.[5]

The respondents elevated the case to the Regional Trial Court of Parañaque City, Branch 259, which affirmed in toto the decision of the MeTC. The decretal portion of the RTC Decision, dated December 21, 1995, reads:

WHEREFORE, finding no reversible error the decision appealed from is hereby affirmed in toto.

SO ORDERED.[6]

Undaunted, the respondents appealed to the Court of Appeals (CA) which rendered the assailed decision reversing

and setting aside that of the RTC. The appellate court found that the respondents paid for the petitioners' water consumption and homeowners' association dues in the amount of P1,587.90 and the respondents are thus entitled to reimbursement for said payment. However, like the lower courts, the appellate court found that the respondents are not entitled to reimbursement for the electric bill and telephone bill payments. The dispositive portion of the assailed CA Decision, dated August 27, 1996, reads:

WHEREFORE, IN VIEW OF THE FOREGOING, the petition is hereby GRANTED. The challenged Decision dated December 21, 1995 is REVERSED and SET ASIDE, and a new one is rendered ordering private respondents to pay petitioners only the sum of P1,587.90 as reimbursement for the MPHA water consumption and association dues for the month of March 1994. No pronouncement as to costs.

SO ORDERED.[7]

Aggrieved, the petitioners come to this Court alleging that:

RESPONDENT COURT OF APPEALS ERRED IN HOLDING PETITIONERS LIABLE FOR THE MPHA WATER CONSUMPTION BILL AND ASSOCIATION DUES ALLEGEDLY PAID BY PRIVATE RESPONDENTS.[8]

The petitioners assert that, contrary to the appellate court's finding, they already paid the water consumption and association dues to Ms. Reyes, the owner of the leased premises. As proof thereon, the petitioners point to the cash voucher[9] issued to them by Ms. Reyes showing that she deducted from the petitioners' one month deposit of P8,000.00 the following amounts: P1,066.00 as payment for the extra four days in the leased premises; P1,238.90 as payment for the electric bill; and P1,180.60 as payment for the MPHA water consumption and association dues. Consequently, Ms. Reyes issued to the petitioners a check in the amount of P4,514.50 representing the balance of the one month deposit after deducting the said amounts.

The petitioners further argue that the respondents had not presented proof that they actually paid the water consumption and association dues because the receipt for said payment was in Ms. Reyes' name. Finally, they contend that no privity of contract existed between them and the respondents. Hence, granting *arguendo* that the petitioners had not paid the water consumption and association dues, it is Ms. Reyes, the owner of the leased premises, and not the respondents, who has the right to demand payment therefor.

The sole issue that needs to be resolved in this case is whether the CA correctly ordered the petitioners to reimburse the respondents the amount of P1,587.90 for the payment made by the latter for the petitioners' water consumption and homeowners' association dues.

The petition is partly meritorious.

On the matter concerning the telephone and electricity bills, the MeTC, RTC and CA are unanimous in ruling that the respondents are not entitled to reimbursement for these particular utility bills. The Court shall thus defer to these courts' findings on the matter considering that factual findings of the appellate court are given great weight especially when in complete accord with the findings of the lower court.[10]

Unlike the MeTC and RTC, however, the CA found the petitioners liable to the respondents for the payment of the water consumption and association dues for the month of March 1994. In so holding, the CA ruled that the cash voucher relied upon by the petitioners was insufficient to prove their payment of said dues. The CA observed:

It is the contention of the private respondents [the petitioners herein] that they have paid all their bills through their lessor Mrs. Esperanza Reyes. The evidence on record, however, contains no sufficient proof to support this finding made by the trial court as affirmed by the respondent appellate court. The basis of their finding,

besides the self-serving statements made by the private respondents, was merely a cash voucher prepared by Mrs. Reyes purportedly showing that she had paid all of private respondents' bills by deducting them from the deposit they earlier gave, the difference of which she allegedly refunded to them,

We are not convinced. The cash voucher is not a sufficient proof of private respondents' claim that their obligations have been fully paid. As correctly pointed out by the petitioners [the respondents herein], they could have easily presented lessor Mrs. Esperanza Reyes' affidavit to affirm and support their contention that she had fully discharged their obligations in their behalf. This they failed to do. In fact, all their statements are self-serving and unsupported by independent evidence.

...

We note that contrary to the contention of the private respondents, it was not Mrs. Reyes who settled their account with the MPHA for water consumption and membership dues, but it was petitioner Roland Beltran. This is clearly shown in the receipt issued therefor. While seemingly the amount received from "E. Reyes", We cannot totally disregard the notation therein that the amount was paid with RCBC [C]heck No. 063635 from the account of petitioner Roland Beltran (Annexes "F" and "G", p. 43, Rollo). Primarily, the reason why the receipt was issued in the name of "E. Reyes" was that she was the recorded homeowner and, as such, it is but proper that the receipt be issued in her name. Hence, petitioners are entitled to recover the amount paid for the water consumption and membership fee due to the MPHA pursuant to Art. 1236 of the New Civil Code, which provides in part as follows:

"Whoever pays for another may demand from the debtor what he has paid, except that if he paid without the knowledge or against the will of the debtor, he can recover only insofar as the payment has been beneficial to the debtor."

... [11]

The Court agrees with the finding of the CA. A perusal of the records reveal that the cash voucher relied upon by the petitioners indicated that the water consumption and association dues paid by them were for the period of February 2, 1994 to March 1, 1994 (02/02-03/01) in the amount of P1,180.60.[12] Thus, the petitioners' evidence consisting of the cash voucher showed that the owner deducted, among others, the amount of P1,180.60 from their deposit.

The reimbursement being claimed by the respondents from the petitioners pertained to the water consumption and association dues for the month of March 1994. It cannot be gainsaid that the petitioners occupied the leased premises until March 19, 1994 and retained constructive possession thereof when they kept the key to the house until March 30, 1994. Thus, it is only just and equitable that the petitioners assume the obligation to pay the water consumption and association dues of the leased premises for the said month.

However, the amount adjudged by the CA to be reimbursed by the petitioners to the respondents has to be reduced from P1,587.90 to P1,062.90. The receipt[13] issued by the homeowners' association (MPHA) shows that the respondents paid by check (RCBC Check No. 063635) the following amounts: P525.00 for the homeowners' association dues for April 1994 and P1,062.90 for the water consumption for March 1994. The CA thus should not have included the amount of P525.00 as the same pertained to the homeowners' association dues for the month of April 1994. At the time, the petitioners no longer occupied, constructively or otherwise, the leased premises.

In fine, the respondents are entitled to reimbursement in the sum of P1,062.90 for the payment made by them for the petitioners' water consumption for the month of March 1994 pursuant to Art. 1236 of the New Civil Code, which provides in part as follows:

"Whoever pays for another may demand from the debtor what he has paid, except that if he paid without the

knowledge or against the will of the debtor, he can recover only insofar as the payment has been beneficial to the debtor.”

The petitioners had been clearly benefited from the payment made by the respondents because, by reason of such payment, the petitioners had been relieved from their obligation to pay the same to the owner of the leased premises. Following the Court’s ruling in *Eastern Shipping Lines, Inc. v. Court of Appeals*,^[14] the petitioners are, likewise, liable to pay 12% interest computed from the time this decision becomes final and executory.

WHEREFORE, the Decision, dated August 27, 1996, and Resolution, dated November 12, 1996, of the Court of Appeals in CA-G.R. SP No. 40047 are AFFIRMED with MODIFICATION. The petitioners are ordered to pay the respondents the sum of P1,062.90 as reimbursement for the water consumption for the month of March 1994. A twelve per cent (12%) interest shall be imposed on such amount upon finality of this decision until payment thereof.

SO ORDERED.

Bellosillo, (Chairman), Quisumbing, and Austria-Martinez, JJ., concur.

[1] Penned by Associate Justice Fermin A. Martin, Jr., with Presiding Justice Nathanael P. De Pano, Jr. and Associate Justice Maximiano C. Asuncion, concurring.

[2] Annex “D” of Petition.

[3] Records, pp. 81-84.

[4] Annex “B” of Answer, Rollo, p. 126.

[5] Rollo, p. 17.

[6] Id., at 21.

[7] Id., at 29.

[8] Id., at 45.

[9] See note 4, *supra*.

[10] *Sendon v. Ruiz*, 363 SCRA 155 (2001).

[11] Rollo, p. 62.

[12] Annex “A” of Answer, id., at 125.

[13] Annex “D” of Complaint, id., at 107.

[14] 234 SCRA 78 (1994).

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