

**ALFREDO ARQUELADA, CRESENCIA EGOS, NELSON EGOS,
SALVADOR EMPEYNADO, DANILO GIBE, RICARDO FRILLES,
ANTONIO LABOY, FELICISIMA LOGERO, BIENVENIDO LUMBANG,
ADELIA MENDOZA, WELKENIE ...**

G.R. No. 139137. March 31, 2000

Ponente: KAPUNAN, J.

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KAPUNAN, J.:

This is a petition for review on certiorari with urgent prayer for a temporary restraining order and/or writ of preliminary injunction seeking the reversal of the Decision[1] of the Court of Appeals ("CA"), promulgated on 22 June 1999, in C.A.-G.R. S.P. No. 52343 which denied due course to and dismissed the petition for review filed by petitioners herein. The decision of the CA, in turn, upheld the decision of the Regional Trial Court ("RTC"), Branch 32, Manila, in Civil Case No. 98-91511 which affirmed the decision of the Metropolitan Trial Court ("MTC"), Branch 15, Manila, ordering the ejectment of petitioners.

The factual and procedural antecedents of this case are as follows:

Arquelada, et al. (the "Petitioners") are the lessees of a fourteen-door apartment located at No. 1708 M. Lazaro corner M. Hizon Streets, Sta. Cruz, Manila. Previously, the said apartments, originally covered by TCT Nos. 44753 and 44754, were owned by the spouses Ernesto Singson and Socorro Singson.[2] The spouses Singson and the petitioners entered into a verbal contract of lease wherein the latter undertook to pay a monthly rent on the apartments. During the effectivity of the lease contract, the spouses Singson executed a real estate mortgage over the said apartments as security for the loan they obtained from respondent Philippine Veterans Bank (the "Bank"). In view of the failure of the spouses Singson to pay their loan to the Bank, it instituted foreclosure proceedings on the real estate mortgage. Eventually, title to the properties owned by the spouses Singson, including the apartments, were transferred to the name of the Bank under TCT Nos. 225493 and 225494.[3]

Despite the change in ownership over the apartments, the Bank allowed the petitioners to continue staying in the premises. Like the original arrangement with the spouses Singson, lease on a month-to-month basis at a stipulated rent was agreed upon. In the meantime, petitioners incurred arrearages in the payment of the rentals as follows:

DEFENDANTS

PERIOD COVERED

AMOUNT

Alfredo Arquelada

May 97 to Jan. 98

P10,890.00

Cresencia Egos

Sept.96 (sic) to Jan.98

P20,130.00

Nelson Egos

Sept.97 (sic) to Jan.98

P 6,050.00

Salvador Empaynado

Jul.97 (sic) to Jan. 98

P 8,470.00

Danilo Gibe

Jul.97 (sic) to Jan. 98

P 8,470.00

Ricardo Frilles

June95 (sic) to Jan. 98

P35,930.00

Antonio Lahoy

Jan.97to (sic) Jan. 98

P15,730.00

Felicisima Logero

Sept.97to (sic) Jan. 98

P 6,050.00

Bienvenido Lumbang

Jul.97 (sic) to Jan. 98

P 8,470.00

Adelia Mendoza

Jan.96 (sic) to Jan. 98

P28,930.00

Welkenie Palomar

June97 (sic) to Jan. 98

P 9,680.00

Isabel Tayawan

Jul.97 (sic) to Jan. 98

P 8,760.00

Margarito Yu

May 97 to Jan. 98

P 10,890.00[4]

On 30 January 1998, the Bank sent to each petitioner a Statement of Account indicating their respective outstanding back rentals.[5] The Bank, likewise, made several demands to petitioners, asking them to settle their debts.[6] However, the Bank's demands fell on deaf ears. Since nothing happened, the Bank gave to each of the petitioners a Final Notice, dated 8 February 1998, which was similarly worded except as to the amounts due from each of them, which states:

"We are reiterating our previous notice dated OCTOBER 9, 1997 for you to vacate the Bank's property IMMEDIATELY and settle your rental arrearages amounting to NINE THOUSAND SIX HUNDRED EIGHTY PESOS (9,680.00) as of February 28, 1998, otherwise we will be constrained to proceed with the filing of the necessary legal actions to protect the interest of the Bank.

Hoping you will give this matter your preferential attention." (Annexes "I" to "I-10", Petition).[7]

For failure of petitioners to heed the final notice, the Bank filed on 12 February 1998 a complaint for Unlawful Detainer with the Metropolitan Trial Court, Branch 15, Manila. The complaint for unlawful detainer was anchored on the ground of termination of the month-to-month lease because the Bank needed the properties for its own use. In their answer, petitioners argued that the MTC did not acquire jurisdiction over the unlawful detainer case since the complaint was filed before the lapse of the five-day period from the time of demand or notice to vacate as required in Section 2, Rule 70 of the 1997 Rules of Civil Procedure.

After trial, the MTC rendered judgment in favor of the Bank in a Decision, dated 28 September 1998. The MTC held that valid grounds for the ejectment of the petitioners existed, namely, the non-payment of rentals for more than three (3) months and the expiration of the verbal contract of lease. The dispositive portion of the decision of the MTC sets forth the following:

WHEREFORE, in the light of the foregoing premises, judgment is hereby rendered in favor of the plaintiff and against the defendants.

- Ordering all of the aforementioned defendants and all those claiming right under them to vacate the premises they respectively occupy, particularly the subject premises described in and covered by plaintiff's Transfer Certificate of Title No. 225493 and 225494, of the register of Deeds of Manila, and surrender peaceful possession thereof to the plaintiff;
- Ordering defendants to pay plaintiff their respective rental arrearages as of January 1998 as follows:

Alfredo Arquelada.....

P 10,890.00

Cresencia Ego.....

20,130.00

Nelson Ego.....

6,050.00

Salvador Empaynado. . .

8,470.00

Danilo Gibe

8,470.00

Ricardo Frilles

35,930.00

Antonio Lahoy

15,730.00

Felicisima Logero

6,050.00

Bienvenido Lumbang . .

8,470.00

Adelia Mendoza

28,930.00

Welkenie Palomar

9,680.00

Isabel Tayawa

8,670.00

Margarita Yu

10,890.00

as well as the rentals falling due every month thereafter at the rate of P1,210.00 a month for each of the defendant beginning February 1998 up to and until each defendant shall have finally vacated the premises as reasonable compensation for the use and occupancy of the premises.

- Ordering the defendants jointly and severally to pay the plaintiff the amount of P20,000 as attorney's fees, plus the costs of suit.

SO ORDERED.[8]

The petitioners appealed the adverse decision of the MTC to the RTC. The RTC handed down a Decision, promulgated on 23 February 1999, affirming in toto the decision of the MTC.[9] Subsequently, petitioners filed a motion for reconsideration of the RTC decision. The Bank, in turn, filed a motion for execution of the RTC decision. In an Order, issued on 7 April 1999, the RTC denied petitioners' motion for reconsideration and granted the Bank's motion for execution.[10]

Undaunted by the series of defeats they encountered before the trial courts, petitioners brought their case before the CA. Initially, petitioners filed a special civil action on certiorari under Rule 65 questioning the decision of the RTC. However, in a Resolution, issued on 16 April 1999, the CA dismissed the petition for review of petitioners

on the ground that their recourse under Rule 65 was not the proper remedy in the course of law.[11] Petitioners filed anew a petition for review with the CA, this time under Rule 42, assailing the decision of the RTC. The CA, thereafter, required the Bank to file its Comment on the petition.

The CA resolved the following issues in its decision, to wit: (1) whether the Metropolitan Trial Court had jurisdiction over the action of the respondent [the Bank] for unlawful detainer; (b) whether the Regional Trial Court committed reversible error in issuing its Omnibus Order denying petitioners' motion for reconsideration and granting respondent's motion for execution; (c) whether the petitioners are guilty of forum shopping.[12] On the first issue, the CA ruled that the MTC acquired jurisdiction over the unlawful detainer case. The appellate court explained that under Section 2, Rule 70 a demand to vacate is required only if the action is anchored either on the ground of non-payment of rentals or violation of the conditions of the lease. Since the Bank's action for ejectment was by reason of the expiration of the month-to-month lease, a demand to vacate under the cited rule is not necessary. Thus, the CA held that the Bank had every right to institute an action for unlawful detainer against petitioners even before the lapse of the five-day period as provided for in Section 2, Rule 70. Anent the second issue, the CA opined that the RTC did not err in issuing the questioned omnibus order which denied petitioner's motion for reconsideration and granted the Bank's motion for execution in view of the fact that no amicable settlement could be reached between the parties. Lastly, the CA ruled that petitioners were guilty of forum-shopping when they filed a second petition for review under Rule 42 after their first petition for certiorari under Rule 65 was dismissed by the appellate court. Thus, the CA decreed in this wise:

IN THE LIGHT OF ALL THE FOREGOING, the Petition is DENIED due course and is DISMISSED. With costs against the Petitioners.

SO ORDERED.[13]

Hence, the present recourse to this Court.

On 29 July 1999, petitioners filed an Urgent Motion to resolve Prayer for Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction asking the Court to restrain the MTC from executing its Order, dated 22 July 1999, issuing a Writ of Execution on the unlawful detainer case and commanding the Sheriff to enforce the same.[14] The Court, in a Resolution, adopted on 4 August 1999, issued a Status Quo Order enjoining both the MTC and the RTC from implementing any writ of execution against petitioners.

Thereafter, Messrs. Mark Purisima and Heinrich Suson (the "Movants") filed on 6 August 1999 a Motion for Substitution asking the Court to allow them to prosecute the case in lieu of the Bank since they have already purchased the apartments from the latter.[15] In a Resolution, dated 18 August 1999, the Court noted their motion. Subsequently, the movants were allowed by the Court to file their Comment which was submitted on 13 September 1999.[16]

The issues of prime concern in the case at bar are as follows:

- 1) whether the MTC acquired jurisdiction over the case for unlawful detainer; and,
- 2) whether a valid ground exist for the ejectment of petitioners.

The Court resolves both issues in the affirmative.

Petitioners contend that in accordance with Section 2, Rule 70, a prior demand to vacate is a jurisdictional requisite in an unlawful detainer action involving a month-to-month lease. Moreover, they allege that before a complaint for ejectment may be filed with the MTC, the lapse of the five-day day period from the time of giving the demand, as provided for in the aforecited rule, must, likewise, be observed. According to petitioners, when the

Bank filed the ejectment suit on 12 February 1998, barely four days after it gave the final notice of termination on 8 February 1998, the five-day moratorium had not yet expired. Thus, in view of the premature filing of the case, the MTC did not thereby acquire jurisdiction over the unlawful detainer action filed by the Bank.

The Court is not persuaded. Petitioners failed to see the import of Section 2, Rule 70, which provides:

Sec. 2. Lessor to proceed against lessee only after demand. - Unless otherwise stipulated, such action by the lessor shall be commenced only after demand to pay or comply with the conditions of the lease and to vacate is made upon the lessee, or by serving written notice of such demand upon the person found on the premises, or by posting such notice on the premises if no person be found thereon, and the lessee fails to comply therewith after fifteen (15) days in the case of land or five (5) days in the case of buildings.

As contemplated in Section 2, the demand required is the demand to pay or comply with the conditions of the lease and not merely a demand to vacate. Consequently, both demands - either to pay rent or adhere to the terms of the lease and vacate are necessary to make the lessee a deforciant in order that an ejectment suit may be filed.[17] It is the lessor's demand for the lessee to vacate the premises and the tenant's refusal to do so which makes unlawful the withholding of the possession.[18] Such refusal violates the lessor's right of possession giving rise to an action for unlawful detainer.[19] However, prior to the institution of such action, a demand from the lessor to pay or comply with the conditions of the lease and to vacate the premises is required under the aforementioned rule. Thus, mere failure to pay the rents due or violation of the terms of the lease does not automatically render a person's possession unlawful. Furthermore, the giving of such demands must be alleged in the complaint, otherwise the MTC cannot acquire jurisdiction over the case.[20] Nonetheless, it is clear from the above rule that prior demands to pay or comply with the conditions of the lease and vacate apply only to cases where the grounds relied upon are non-payment of rentals or violation of the conditions of the lease, as the case may be.[21] Hence, a notice to vacate is needed only when the action is due to the lessee's failure to pay rent or to comply with the terms of the lease.[22] Consequently, the waiting period of five (5) days from the giving of the notice or demand to vacate, necessarily, applies only if the alleged grounds in the complaint are the non-payment of rents due or non-compliance with the conditions of the lease.

As found by the MTC, RTC and the CA, the case for unlawful detainer filed by the Bank was anchored on the expiration of the contract of lease. Thus, if, as the CA held, the action for unlawful detainer was based on the expiration of the contract of lease, a demand to vacate was not necessary for judicial action after the expiration of the terms of the lease.[23] There being no need for any demand or notice, there was likewise no necessity to wait for five (5) days upon notice or demand before an action for unlawful detainer may be filed. Moreover, when the ground asserted is the expiration of the term of lease, any notice given merely serves to negate any inference that the lessor has agreed to extend the period of the lease.[24] In view of this, petitioners' contention that the MTC did not acquire jurisdiction over the unlawful detainer case must fail.

Nonetheless, petitioners argue that the ground relied upon by the Bank, the expiration of the lease, is not a valid ground for ejectment under B.P. 25, the old rental law. According to petitioners, the original verbal lease agreement between petitioners and the spouses Singson had no definite period although the rents were paid on a monthly basis. This arrangement was continued when the Bank took over the properties. Petitioners, thus, allege that while the expiration of the period of lease is provided for in paragraph (f), Section 5 of B.P. 25, the lease referred therein is the lease with a specific period of time and if there was no agreed length of time for the period of lease, as in the present case, the ground relied upon by the Bank in ejecting the petitioners cannot be invoked. Furthermore, petitioners maintain that since the grounds stated in Section 5, B.P. 25 is exclusive, citing *Rivera v. Florendo*,[25] then the ground relied upon by the Bank is unavailing.

The Court disagrees with the contentions of petitioners.

Initially, the Court would like to point out that petitioners' counsel not only failed to keep himself abreast of the latest jurisprudence on lease but also tried to mislead the Court by citing a law, B.P. 25, which has long been repealed. This clear case of ignorance of the law on the part of petitioners' counsel cannot escape the Court's attention. As a lawyer, it is his duty to keep himself well-informed of the latest rulings of the Court on the issues and legal problems confronting his client. Indeed, being aware of the existing jurisprudence and the latest law applicable to his client's case would enable him to fully advance his client's cause. Moreover, a lawyer owes his client the responsibility to study his case well by taking note of the latest applicable laws and jurisprudence which may aid him in defending his client. Failure to do so shows that a lawyer is remiss in his duty towards his client. In the case at bar, the Court notes that petitioners' counsel neglected to study the prevailing jurisprudence on lease and the applicable law on the matter. Thus, the Court takes this opportunity to warn petitioners' counsel not to commit the same mistake again.

The prevailing law regulating the lease of residential units is B.P. Blg. 877,[26] which replaced B.P. Blg. 25, the old rent control law. B.P. Blg. 25[27] was approved on 10 April 1979 and took effect immediately. It remained in force for the next five years. After the expiration of the five-year term, the effectivity of B.P. Blg. 25 was further extended by Presidential Decree No. 1912[28] and B.P. Blg. 867, for eight (8) months and six (6) months, respectively.[29] After the the period of extension of B.P. Blg. 25 ended on 30 June 1985, B.P. Blg. 877 was enacted on 1 July 1985. Initially, the effectivity of B.P. Blg. 877 was up to 31 December 1987 only. However, just like its predecessor, the effectivity of B.P. Blg. 877 was extended up to 31 December 1989 by Republic Act No. 6643.[30] Subsequently, the legislature passed Republic Act No. 6628[31] and Republic Act No. 7644[32] which both extended the effectivity of B.P. Blg. 877 for another three (3) years. Finally, Republic Act No. 8437[33] gave another extension to the rent control period in B.P. Blg. 877 from 1 January 1998 up to 31 December 2001. Hence, presently, the controlling rental law for certain residential units is still B.P. Blg. 877.

When the case was filed on 12 February 1998, the existing rental law was B.P. Blg. 877. Since B.P. Blg. 877 was the law at the time the ejectment case arose, it must be applied to the present case and not B.P. Blg. 25, as petitioners insist. B.P. Blg. 25 has long been repealed at the time of the institution of the present action.

Under B.P. 877 the grounds for judicial ejectment are as follows:

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

(a)

Assignment of lease or subleasing of residential units in whole or in part, including the acceptance of boarders or bedspacers, without the written consent of the owner/lessor.

(b)

Arrears in payment of rent for a total of three (3) months: Provided, that in case of refusal by the lessor to accept payment of the rental agreed upon, the lessee may either deposit, by way of consignment, the amount in court, or with the city or municipal treasurer, as the case may be, or in a bank in the name of and with notice to the lessor, within one month after the refusal of the lessor to accept payment.

The lessee shall thereafter deposit the rental within ten days of every current month. Failure to deposit rentals for three months shall constitute a ground for ejectment. If an ejectment case is already pending, the court upon proper motion may order the lessee or any person or persons claiming under him to immediately vacate the leased premises without prejudice to the continuation of the ejectment proceedings. At any time, the lessor may, upon authority of the court, withdraw the rentals deposited.

The lessor, upon authority of the court in case of consignment and upon joint affidavit by him and the lessee to

be submitted to the city or municipal treasurer and to the bank where deposit was made, shall be allowed to withdraw the deposits.

(c)

Legitimate need of owner/lessor to repossess his property for his own use or for the use of any immediate member of his family as a residential unit, such owner or immediate member not being the owner of any other available residential unit within the same city or municipality: Provided, however, That the lease for a definite period has expired: Provided, further, That the lessor has given the lessee formal notice three (3) months in advance of the lessor's intention to repossess the property: and Provided, finally, That the owner/lessor is prohibited from leasing the residential unit or allowing its use by a third party for at least one year.

(d)

Absolute ownership by the lessee of another dwelling unit in the same city or municipality which he may lawfully use as his residence: Provided, That the lessee shall have been formally notified by the lessor of the intended ejectment three months in advance.

(e)

Need of the lessor to make necessary repairs of the leased premises which is the subject of an existing order of condemnation by appropriate authorities concerned in order to make the said premises safe and habitable: Provided, That after said repair, the lessee ejected shall have the first preference to lease the same premises: Provided, however, That the new rental shall be reasonably commensurate with the expenses incurred for the repair of the said residential unit: and Provided, finally, That if the residential is condemned or completely demolished, the lease of the new building will no longer be subject to the provisions of this Act.

(f)

Expiration of the period of the lease contract.[34] No lessor or his successor-in-interest shall be entitled to eject the lessee upon the ground that the leased premises has been sold or mortgaged to a third person regardless of whether the lease or mortgage is registered or not.

It is noteworthy that the expiration of the period of the contract of lease is one of the grounds for judicial ejectment under Section 5(f) of B.P. Blg. 877. Nevertheless, petitioners argue that the ground of expiration of contract applies only to leases with specific periods such as written contracts of lease which specifically provides for the time when the lease contract shall end. To buttress their allegation, petitioners cite Section 5(f) of B.P. Blg. 25 which states as one of the grounds for judicial ejectment the "expiration of the period of a written lease contract." Since the oral contract of lease in the present case does not provide for a definite duration of the term of the lease, petitioners insist that the Bank cannot rely upon the expiration of the contract of lease as a ground to eject them. The Court cannot sustain the reasoning of petitioners.

Contrary to petitioners' contention, the ground of expiration of the lease contract does not apply merely to contracts with specific duration such as written contracts of lease. Petitioners' reliance on Section 5(f) of the original rental law, B.P. Blg. 25, is misplaced. Section 5(f) of B.P. Blg. 877, the prevailing rent control law, now says "expiration of the period of lease contract," thus removing any distinction between a written and oral contract of lease.[35] As such, regardless of the nature of the lease, whether it is verbal or written, the termination of contract based on the expiration of the same may be availed of by the lessor in ejecting the lessee. Hence, there is no merit in petitioners' contention that the above ground does not apply to the oral month-to-month lease in the instant case.

The question now is, has the verbal contract of lease between petitioners and the Bank expired in order to call for the ejectment of the latter from the premises in question? The Court rules in the affirmative.

It is admitted that no specific period for the duration of the lease was agreed upon between the parties. Nonetheless, payment of the stipulated rents were made on a monthly basis and, as such, the period of lease is considered to be from month to month in accordance with Article 1687[36] of the Civil Code. Moreover, a lease from month-to-month is considered to be one with a definite period which expires at the end of each month upon a demand to vacate by the lessor.[37]

On 9 October 1997, the Bank already demanded from petitioners that they vacate the apartments and settle their accounts for it is terminating the contract of lease. Petitioners do not deny this fact. Since a demand or notice had already been given to petitioners on 9 October 1997, at the end of that month the contract is deemed to have expired already. When petitioners opted to stay after the expiration of the lease contract they had become unlawful occupants of the place. In view of petitioners' refusal to vacate, the Bank issued a final notice of termination of the lease on 8 February 1998. Although no immediate action was taken by the Bank from the time petitioners were asked to vacate, such inaction cannot be construed as granting a renewal of the lease contract since the 8 February 1998 notice precisely negated any inference that the lessor agreed to extend the period of lease.[38] Since the lease contract had already been terminated, the Bank could lawfully ask for petitioners' eviction from the premises.

Moreover, the month-to-month contract has also expired by virtue of petitioners' failure to pay the monthly rentals. Petitioners do not deny that they have accrued back rentals, which up to now remain outstanding, during the course of their stay in the apartments. A lease on a month-to-month basis provides for a definite period and may be terminated at the end of any month, hence, by the failure of the lessees to pay the rents due for a particular month the lease contract is deemed terminated as of the end of that month.[39] Applying this principle, the lease contract in the instant case was deemed terminated at the end of the month when the petitioners, as lessees, failed to pay the rents due.

However, petitioners submit that their failure to pay cannot be attributed to them since it was the Bank who allegedly failed to send its representatives to collect the rents from them. The Court is not convinced. Even assuming that their contention is correct, it fails to persuade the Court because petitioners were not left without a remedy in case of the Bank's failure to collect or its refusal to accept the payment of rents. It is well-settled that the failure of the owners/lessors to collect, or their refusal to accept the rentals are not valid defenses.[40] Article 1256 of the Civil Code provides that "if the creditor to whom tender of payment has been made refuses without just cause to accept it, the debtor shall be released from responsibility by the consignment of the thing or sum due." Thus, what petitioners should have done was to consign their rents either to the court or to another bank with notice to respondent Bank if, indeed, the latter failed to collect or refused to accept the rents. However, petitioners failed to do so and they only have themselves to blame.

As a last ditch effort to maintain their occupancy of the apartments, petitioners invoke the second sentence of Article 1687, to wit: "x x x 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. x x x" Thus, in the alternative, petitioners ask this Court to fix and extend their contract of lease with the Bank.

The power of the court to extend the term of a lease under the second sentence of Article 1687 of the Civil Code is potestative, or more precisely, discretionary.[41] As such, the Court is not bound to extend it, and its exercise depends upon the circumstances surrounding the case.[42] However, it may grant a longer term where equities come to play.[43] In *Divino v. Marcos*,[44] in granting the extension of the contract of lease, the Court considered the length of time that petitioners therein have stayed in the premises, the fact that petitioner already made substantial or additional improvements in the property and the difficulty of looking for another place wherein petitioner could transfer. The same guidelines may also be applied in the present case.

The Court, thus, exercises its prerogative under the second sentence of Article 1687 to fix the term of the contract of lease between petitioners and the Bank. In this case, the Court deems that an extension of the contract of lease for another six (6) months from the finality of this decision is enough to enable the petitioners to vacate the premises and look for a new place to reside. Petitioners are likewise ordered to settle their pending accounts with the Bank and to continue paying the stipulated rent until the extended term of the contract expires as set forth herein.

WHEREFORE, PREMISES CONSIDERED, judgment is hereby rendered as follows:

- Ordering the extension of the contract of lease between petitioners and the Bank for another six (6) months from the finality of this decision. Upon the expiration of the extended contract of lease petitioners and those claiming under them are ordered to vacate the premises;
- Ordering petitioners to settle their pending accounts with the Bank by paying the accrued rentals, including those that fell due during the pendency of the case, as well as the monthly rents that will thereafter fall due during the period of the extension of the contract of lease, based on the agreed amount;
- In all other respects, the petition is hereby DENIED.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Pardo, and Ynares-Santiago, JJ., concur.

[1] Rollo, pp. 40-49.

[2] Rollo, pp. 74-75.

[3] Id., at 78.

[4] CA Decision, Rollo, pp. 40-41.

[5] Id., at 41.

[6] Ibid.

[7] Id.

[8] Rollo, pp. 82-83.

[9] CA Decision, Rollo, p. 43.

[10] Id., at 44.

[11] Id., at 45.

[12] Id., at 46.

[13] Id., at 49.

[14] Rollo, pp. 74-76.

[15] Id., at 96-105.

[16] Id., at 106-113.

[17] REGALADO, REMEDIAL LAW COMPENDIUM, p. 770, citing *Zobel v. Abreu*, 78 Phil. 343.

[18] *Dio v. Concepcion*, 296 SCRA 579 (1998), citing *Casilan v. Tomasi*, 10 SCRA 261 (1964)

[19] *Ibid.*

[20] *Casilan v. Tomasi*, 10 SCRA 261 (1964)

[21] *Co Tiamco v. Diaz*, 75 Phil. 672 (1946); *Santos v. Vivas*, 96 Phil. 538 (1955)

[22] *Labastida v. Court of Appeals*, 287 SCRA 663, 669 (1998)

[23] *Dizon v. Court of Appeals*, 302 SCRA 289 (1999); *Heirs of Manuel T. Suico v. Court of Appeals*, 266 SCRA 445 (1997)

[24] *Id.*, at 671 citing *Racaza v. Susana Realty*, 18 SCRA 1172 (1966)

[25] 143 SCRA 278 (1986)

[26] AN ACT PROVIDING FOR THE STABILIZATION AND REGULATION OF, RENTALS OF CERTAIN RESIDENTIAL UNITS AND FOR OTHER PURPOSES. This law was enacted on 12 June 1985 and took effect immediately upon its approval.

[27] AN ACT REGULATING RENTALS OF DWELLING UNITS OR OF LAND ON WHICH ANOTHER'S DWELLING IS LOCATED AND FOR OTHER PURPOSES.

[28] EXTENDING THE EFFECTIVITY OF BATAS PAMBANSA BLG. 25 BY EIGHT MONTHS UP TO 31 DECEMBER 1984, AND FOR OTHER PURPOSES.

[29] AN ACT FURTHER EXTENDING THE EFFECTIVITY OF BATAS PAMBANSA BILANG 25 TO JUNE 30 1985.

[30] AN ACT EXTENDING THE EFFECTIVITY OF BATAS PAMBANSA PAMBANSA BILANG 877, ENTITLED "AN ACT PROVIDING FOR THE STABILIZATION AND REGULATION OF RENTALS OF CERTAIN RESIDENTIAL UNITS AND FOR OTHER PURPOSES," FOR ANOTHER TWO YEARS.

[31] AN ACT EXTENDING THE EFFECTIVITY OF BATAS PAMBANSA BLG. 877 ENTITLED "AN ACT PROVIDING FOR THE STABILIZATION AND REGULATION OF RENTALS OF CERTAIN RESIDENTIAL UNITS AND FOR OTHER PURPOSES," FOR ANOTHER THREE YEARS. AMENDING THEREBY SECTION ONE OF REPUBLIC ACT NUMBERED SIXTY-SIX HUNDRED AND FORTY-THREE.

[32] AN ACT FURTHER EXTENDING THE RENT CONTROL PERIOD FOR CERTAIN RESIDENTIAL UNITS, AMENDING THEREBY BATAS PAMBANSA BLG. 877, ENTITLED "AN ACT PROVIDING FOR THE STABILIZATION AND REGULATION OF RENTALS OF CERTAIN RESIDENTIAL UNITS AND FOR OTHER PURPOSES," AS AMENDED. The Act extended the effectivity period of B.P. Blg. 877 for another three (3) years from 1 January 1990 up to 31 December 1992.

[33] AN ACT FURTHER EXTENDING THE RENT CONTROL PERIOD FOR CERTAIN RESIDENTIAL UNITS AMENDING THEREBY BATAS PAMBANSA BLG. 877 ENTITLED: "AN ACT PROVIDING FOR THE STABILIZATION AND REGULATION OF RENTALS OF CERTAIN RESIDENTIAL UNITS AND FOR OTHER PURPOSES, AS AMENDED."

[34] Emphasis supplied.

[35] *De Vera v. Court of Appeals*, 260 SCRA 397 (1996); *Dionio v. Intermediate Appellate Court*, 47 SCRA 243

(1987)

[36] Article 1687, Civil Code:

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 the rent 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 also fix a longer period after the lessee has stayed in the place for over one month.

[37] *Paterno v. Court of Appeals*, 272 SCRA 771, 778 (1997) citing *Chua v. CA*, 242 SCRA 744 (1995)

[38] *Labastida v. Court of Appeals*, *supra* note 22, at 671.

[39] *Lesaca v. Cuevas*, 125 SCRA 385 (1983)

[40] *Velez v. Avelino*, 127 SCRA 603, 608 (1984)

[41] *Heirs of Manuel T. Suico v. Court of Appeals*, 266 SCRA 444, 458 (1997)

[42] *Ibid.*

[43] *Id.*, citing *Acasio v. Corporation de los PP. Dominicos de Filipinas*, 100 Phil 523 (1956)

[44] 4 SCRA 187 (1962)

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