

**SPOUSES VIRGINIA JUNSON AND EMILIO JUNSON AND CIRILA TAN,
PETITIONERS, VS. SPOUSES BENEDICTA B. MARTINEZ AND ANTONIO
MARTINEZ, RESPONDENTS.**

G.R. No. 141324. July 08, 2003

Ponente: CORONA, J.

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CORONA, J.:

This is a petition for review from the decision of the Court of Appeals dated March 19, 1999, and its resolution dated December 28, 1999 denying petitioners' motion for reconsideration.

The antecedent facts follow.

Respondent spouses Antonio and Benedicta Martinez are the registered owners of several parcels of land located at E. Jacinto Street, Sangandaan, Kalookan City, as evidenced by TCT Nos. C-37014, C-48916, C-39002, and C-37015. Petitioner spouses Emilio and Virginia Junson and Cirila Tan are lessees of a portion thereof where they erected their respective houses: 117 E. Jacinto Street for petitioner spouses Junson and 135 E. Jacinto Street for petitioner Cirila Tan, both at Sangandaan, Kaloocan City.

On June 21, 1985, Benedicta Martinez separately entered into written agreements with petitioner spouses Junson and Cirila Tan. In said agreements, petitioners were allowed to continue leasing the portions occupied by their respective houses on a month-to-month basis. It was likewise agreed that, upon three months' notice, either of the parties may terminate said agreements.

Sometime in March, 1988, respondents notified Cirila Tan that they needed the land occupied by said petitioner for their own use. Consequently, respondents gave petitioner Tan three months within which to vacate the property, rent-free. Respondents then stopped collecting rentals from petitioner Tan.

A similar notice was given by respondents to petitioner spouses Junson in May, 1988. Accordingly, respondents stopped collecting rentals from them beginning June, 1988.

Despite the notices, petitioners failed to vacate the property. Instead, petitioners paid their respective rentals by depositing the same in a bank in the name of respondent Benedicta Martinez.

On July 18, 1994, petitioners filed petitions for consignment with the Metropolitan Trial Court (MeTC) of Caloocan City and thereafter deposited their rentals with said court. Meanwhile, for failure of petitioners to vacate the subject property, respondents brought the matter before the barangay lupon. After the parties failed to settle their dispute, respondents filed unlawful detainer cases against petitioners. The consignment cases earlier filed by petitioners and the unlawful detainer cases filed by respondents were consolidated.

On August 18, 1995, the MeTC, Branch 53, of Caloocan City rendered a decision^[1] in favor of respondents, the dispositive portion of which read:

WHEREFORE, judgment is rendered dismissing the two (2) petitions for consignment for want of cause of

action. In the ejectment cases, judgment is rendered in favor of the plaintiffs Spouses Antonio Martinez and Benedicta Martinez, and against the defendants, ordering the latter as follows:

- Ordering defendants Spouses Emilio Junson and Virginia Torres-Junson in Civil Case No. 21464 and defendant Cirila Tan in Civil Case No. 21465, and all persons claiming title or right under them and to remove their houses from and vacate plaintiff's lot located at 117 E. Jacinto Street, Sangandaan, Caloocan City;
- Ordering defendants to pay reasonable compensation for their continued use and occupation of the subject premises from the time of the filing of the complaints until the same is finally vacated, computed at the rate of P100.00 a month; and
- Ordering the defendants to pay the plaintiffs the sum of P5,000.00 as and for attorney's fees.

SO ORDERED.[2]

Petitioners appealed to the Regional Trial Court (RTC)[3] which affirmed the questioned decision in toto.

Aggrieved, petitioners elevated the matter to the Court of Appeals and alleged that: (a) the RTC erred in finding that petitioners' lease contracts were terminated on or about May 1988; (b) the RTC erred in finding that private respondents withdrew their tolerance by letters dated July 26, 1994 addressed to petitioners; (c) the RTC erred in finding that private respondents' certification to file action is valid and that their complaints complied with the prescribed barangay lupon conciliation procedure; and (d) the RTC erred in ordering petitioners to vacate the premises and to pay attorney's fees.

On March 19, 1999, the Court of Appeals[4] denied the petition and affirmed the decision of the trial court. Petitioners' motion for reconsideration was likewise denied.

Hence, the instant petition raising the following errors: (a) the RTC erred in finding that petitioners' lease contracts were terminated on or about May, 1988, transforming petitioners' occupancy to one of tolerance by private respondents; (b) the RTC erred in finding that private respondents withdrew their tolerance by letters dated July 26, 1994 addressed to petitioners; (c) the RTC erred in finding that private respondents' certification to file action is valid and that their complaints complied with the prescribed barangay lupon conciliation procedure; and (d) the RTC erred in ordering petitioners to vacate the premises and to pay attorney's fees.

At the outset, it should be observed that petitioners are raising the same arguments advanced by them in the lower courts as well as in the Court of Appeals. Clearly, all the issues have been passed upon by said three courts below and there are no new substantial arguments in the petition before us.

Time and again, we have held that this Court is not a trier of facts and it is not its function to examine and evaluate the probative value of the evidence which was presented before the concerned tribunal and which formed the basis of its impugned decision and resolution.[5]

The jurisdiction of this Court in cases brought to it from the Court of Appeals via a petition for certiorari under Rule 45 of the Rules of Court is limited to the review of errors of law. The appellate court's findings of fact are conclusive on us,[6] specially where the Court of Appeals affirms the factual findings of the two trial courts. In this case, the Court of Appeals adopted the findings of fact of the trial courts and such are binding on us.[7]

Suppletorily, it is settled that a lease on a month-to-month basis is a lease contract with a definite period, the expiration of which, upon previous demand by the lessor to vacate, can justify ejectment. This is in line with our declaration in the case of *Palanca vs. Intermediate Appellate Court*,[8] that:

[T]he 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.

In the case at bench, the lease over the subject property was undoubtedly on a month-to-month basis as evidenced by the agreements executed by respondents with petitioners. As early as March 1988 and May 1988, respectively, notices were sent to petitioners Cirila Tan and petitioner spouses Junson to vacate the subject property. Therefore, the lease agreements entered into by the parties on June 21, 1985 were validly terminated as of March, 1988 (as to Tan) and May 1988 (as to the Junsons). As of such dates, there arose 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

x x x x x x x x

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

Further, if it is shown that the lessor needs the property for his own use, then the lease is considered terminated as of the end of the month after proper notice or demand to vacate has been given.[9] Thus, we hold that the ejectment of petitioners is justified.

On the barangay conciliation issue, the conciliation procedure required under PD 1508 is not a jurisdictional requirement in the sense that failure to have prior recourse to it does not deprive a court of its jurisdiction, either over the subject matter or over the person of the defendant.[10] Non-compliance with the condition precedent under said law does not prevent a court of competent jurisdiction from exercising its power of adjudication over a case where defendants fail to object to such exercise of jurisdiction.[11] But such objection should be seasonably made before the court first taking cognizance of the complaint,[12] and must be raised in the Answer, or in such other pleading allowed under the Rules of Court.[13]

Finally, the award to respondents of attorney's fees in the amount of P5,000 is reasonable in the light of petitioners' unjustifiable and unlawful retention of the premises. Respondents have been forced to undergo unnecessary trouble and expense to protect their interest. The award finds sanction in Article 2208 of the Civil Code, to wit:

Article 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

x x x x x x x x

(2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest.

It is obvious that petitioners and counsel are engaged in a maneuver to delay and defeat the prompt disposition of these ejectment cases. Petitioners' counsel is hereby warned of serious sanctions for a repetition of this unwelcome practice.

WHEREFORE, the petition is hereby DENIED.

SO ORDERED.

Puno, (Chairman), Panganiban, Sandoval-Gutierrez, and Carpio-Morales, JJ., concur.

[1] Penned by Judge Romanito A. Amatong.

[2] Rollo, p. 38.

[3] Branch 127, Presided by Judge Myrna Dimaranan Vidal.

[4] 11[th] Division; penned by Justice Corona Ibay-Somera and concurred in by Associate Justices Oswaldo D. Agcaoili and Eloy R. Bello, Jr.

[5] Trade Unions of the Philippines vs. Laguesma, 236 SCRA 586 [1994].

[6] Ronquillo vs. Court of Appeals, 195 SCRA 433 [1991].

[7] Insurance Services and Commercial Traders, Inc. vs. Court of Appeals, 341 SCRA 572 [2000].

[8] 180 SCRA 119 [1991].

[9] Galang vs. Court of Appeals, 199 SCRA 683 [1991].

[10] Ebol vs. Amin, 135 SCRA 438 [1985]; Millare vs. Hernando, 151 SCRA 484 [1987].

[11] Gonzales vs. Court of Appeals, 151 SCRA 289 [1987].

[12] Royales vs. Intermediate Appellate Court, 127 SCRA 470 [1984].

[13] Garces vs. Court of Appeals, 162 SCRA 504 [1988].

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