

**AVELINA ZAMORA, EMERITA ZAMORA-NICOL, SONNY NICOL,
TERESA ZAMORA-UMALI, CLARENCE UMALI, ROBERTO ZAMORA,
ROLANDO ZAMORA, MARY ANN ZAMORA, MICHELLE ZAMORA AND
RODRIGO ZAMORA, PETI...**

G.R. No. 146195. November 18, 2004

Ponente: SANDOVAL-GUTIERREZ, J.

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SANDOVAL-GUTIERREZ, J.:

Before us is a petition for review on certiorari[1] assailing the Decision[2] of the Court of Appeals dated September 12, 2000 and its Resolution dated December 1, 2000 in CA-G.R. SP No. 54541, entitled “Avelina Zamora, et al., petitioners, versus Heirs of Carmen Izquierdo, represented by the executrix, Anita F. Punzalan, respondents.”

The records show that sometime in 1973, Carmen Izquierdo and Pablo Zamora entered into a verbal stipulation whereby the former leased to the latter one of her apartment units located at 117-B General Luna Street, Caloocan City. They agreed on the following: the rental is P3,000.00 per month; the leased premises is only for residence; and only a single family is allowed to occupy it.

After the death of Carmen (lessor) in 1996 her attorney-in-fact, Anita Punzalan, representing the heirs, herein respondents, prepared a new contract of lease wherein the rental was increased from P3,000.00 to P3,600.00 per month.[3] However, petitioners refused to sign it.

In January 1997, Pablo (lessee) died. His wife, Avelina Zamora, and their children (two of whom have their own families), herein petitioners, continued to reside in the apartment unit. However, they refused to pay the increased rental and persisted in operating a photocopying business in the same apartment.

Meanwhile, petitioner Avelina Zamora applied with the Metropolitan Waterworks & Sewerage System (MWSS) for a water line installation in the premises. Since a written consent from the owner is required for such installation, she requested respondents’ attorney-in-fact to issue it. However, the latter declined because petitioners refused to pay the new rental rate and violated the restrictions on the use of the premises by using a portion thereof for photocopying business and allowing three families to reside therein.

This prompted petitioner Avelina Zamora to file with the Office of the Punong Barangay of Barangay 16, Sona 2, District I, Lungsod ng Caloocan, a complaint against Anita Punzalan (respondents’ attorney-in-fact), docketed as “Usaping Bgy. Blg. 1-27-97, Ukol sa: Hindi Pagbibigay ng Pahintulot sa Pagpapakabit ng Tubig.”

On August 24, 1997, during the barangay conciliation proceedings, petitioner Avelina Zamora declared that she refused to sign the new lease contract because she is not agreeable with the conditions specified therein.

The following day, Anita Punzalan sent Avelina a letter[4] informing her that the lease is being terminated and demanding that petitioners vacate the premises within 30 days from notice.

Despite several barangay conciliation sessions, the parties failed to settle their dispute amicably. Hence, the Barangay Chairman issued a Certification to File Action dated September 14, 1997.[5]

Consequently, on October 2, 1997, respondents, represented by Anita Punzalan, filed with the Metropolitan Trial Court (MTC), Branch 49, Caloocan City, a complaint for unlawful detainer and damages against petitioners, docketed as Civil Case No. 23702.[6] Forthwith, petitioners filed a motion to dismiss[7] the complaint on the ground that the controversy was not referred to the barangay for conciliation. First, they alleged that the barangay Certification to File Action “is fatally defective” because it pertains to another dispute, i.e., the refusal by respondents’ attorney-in-fact to give her written consent to petitioners’ request for installation of water facilities in the premises. And, second, when the parties failed to reach an amicable settlement before the Lupong Tagapamayapa, the Punong Barangay (as Lupon Chairman), did not constitute the Pangkat ng Tagapagkasundo before whom mediation or arbitration proceedings should have been conducted, in violation of Section 410(b), Chapter 7 (Katarungang Pambarangay), Title One, Book III of Republic Act No. 7160[8] (otherwise known as the Local Government Code of 1991), which reads:

“SECTION 410. Procedure for Amicable Settlement.—

(a) x x x

(b) Mediation by lupon chairman – Upon receipt of the complaint, the lupon chairman[9] shall, within the next working day, summon the respondent(s), with notice to the complainant(s) for them and their witnesses to appear before him for a mediation of their conflicting interests. If he fails in his mediation effort within fifteen (15) days from the first meeting of the parties before him, he shall forthwith set a date for the constitution of the pangkat in accordance with the provisions of this Chapter.” (Underscoring supplied)

Respondents opposed the motion to dismiss,[10] the same being prohibited under Section 19 of the 1991 Revised Rule on Summary Procedure. They prayed that judgment be rendered as may be warranted by the facts alleged in the complaint, pursuant to Section 6[11] of the same Rule.

On July 9, 1998, the MTC issued an Order[12] denying petitioners’ motion to dismiss and considering the case submitted for decision in view of their failure to file their answer to the complaint.

Petitioners filed a motion for reconsideration,[13] contending that a motion to dismiss the complaint on the ground of failure to refer the complaint to the Lupon for conciliation is allowed under Section 19 of the 1991 Revised Rule on Summary Procedure, which partly provides:

“SEC. 19. Prohibited pleadings and motions. – The following pleadings, motions, or petitions shall not be allowed in the cases covered by this Rule:

(a)

Motion to dismiss the complaint or to quash the complaint or information except on the ground of lack of jurisdiction over the subject matter, or failure to comply with the preceding section [referring to Section 18 on referral of the complaint to the Lupon for conciliation];

x x x.”

On August 26, 1998, the MTC rendered a Judgment[14] in favor of respondents and against petitioners, the dispositive portion of which reads:

“WHEREFORE, Judgment is hereby rendered in favor of the plaintiff and against the defendants, ordering defendants and all persons claiming right under them:

1)

To vacate the leased premises located at No. 117-B General Luna Street, Caloocan City and to surrender possession thereof to the plaintiff;

2)

To pay the amount of three thousand six hundred (P3,600.00) pesos per month starting January, 1997 until the premises being occupied by them is finally vacated and possession thereof is restored to the plaintiff;

3)

To pay plaintiff the sum of five thousand (P5,000.00) pesos as and for attorney's fees; and

4)

To pay the costs of this suit.

SO ORDERED.”

On appeal, the Regional Trial Court (RTC), Branch 125, Caloocan City, rendered its Decision[15] dated February 15, 1999 affirming the MTC Judgment. Subsequently, it denied petitioners' motion for reconsideration.[16]

Petitioners then filed with the Court of Appeals a petition for review, docketed as CA-G.R. SP No. 54541. On September 12, 2000, it rendered a Decision[17] affirming the RTC Decision.

Thereafter, petitioners filed a motion for reconsideration but was denied by the Appellate Court in its Resolution dated December 1, 2000.[18]

Hence, the instant petition.

I

The primordial objective of Presidential Decree No. 1508 (the Katarungang Pambarangay Law), now included under R.A. No. 7160 (the Local Government Code of 1991), is to reduce the number of court litigations and prevent the deterioration of the quality of justice which has been brought about by the indiscriminate filing of cases in the courts.[19] To attain this objective, Section 412(a) of R.A. No. 7160 requires the parties to undergo a conciliation process before the Lupon Chairman or the Pangkat as a precondition to filing a complaint in court, thus:

“SECTION 412. Conciliation. – (a) Pre-condition to Filing of Complaint in Court.– No complaint, petition, action, or proceeding involving any matter within the authority of the lupon shall be filed or instituted directly in court or any other government office for adjudication, unless there has been a confrontation between the parties before the lupon chairman or the pangkat, and that no conciliation or settlement has been reached as certified by the lupon or pangkat secretary and attested to by the lupon or pangkat chairman x x x.”
(Underscoring supplied)

In the case at bar, the Punong Barangay, as Chairman of the Lupon Tagapamayapa, conducted conciliation proceedings to resolve the dispute between the parties herein. Contrary to petitioners' contention, the complaint does not only allege, as a cause of action, the refusal of respondents' attorney-in-fact to give her consent to the installation of water facilities in the premises, but also petitioners' violation of the terms of the lease, specifically their use of a portion therein for their photocopying business and their failure to pay the increased rental. As correctly found by the RTC:

“The records show that confrontations before the barangay chairman were held on January 26, 1997, February 9, 1997, February 23, 1997, February 28, 1997, July 27, 1997, August 3, 1997, August 10, 1997, August 17,

1997 and August 24, 1997 wherein not only the issue of water installation was discussed but also the terms of the lease and the proposed execution of a written contract relative thereto. It appears, however, that no settlement was reached despite a total of nine meetings at the barangay level.

It is of no moment that the complaint was initially made by defendant-appellant Avelina Zamora because herein plaintiff-appellee was given by the Sangguniang Barangay the authority to bring her grievance to the Court for resolution. While it is true that the Sertifikasyon dated September 14, 1997 is entitled 'Ukol Sa Hindi Pagbibigay Ng Pahintulot Sa Pagpapakabit Ng Tubig', this title must not prevail over the actual issues discussed in the proceedings.

Hence, to require another confrontation at the barangay level as a sine qua non for the filing of the instant case would not serve any useful purpose anymore since no new issues would be raised therein and the parties have proven so many times in the past that they cannot get to settle their differences amicably.”[20]

We cannot sustain petitioners’ contention that the Lupon conciliation alone, without the proceeding before the Pangkat ng Tagapagkasundo, contravenes the law on Katarungang Pambarangay. Section 412(a) of R.A. No. 7160, quoted earlier, clearly provides that, as a precondition to filing a complaint in court, the parties shall go through the conciliation process either before the Lupon Chairman (as what happened in the present case), or the Pangkat.

Moreover, in *Diu vs. Court of Appeals*,[21] we held that “notwithstanding the mandate in Section 410(b) of R.A. No. 7160 that the Barangay Chairman shall constitute a Pangkat if he fails in his mediation efforts,” the same “Section 410(b) should be construed together with Section 412(a) of the same law (quoted earlier), as well as the circumstances obtaining in and peculiar to the case.” Here, while the Pangkat was not constituted, however, the parties met nine (9) times at the Office of the Barangay Chairman for conciliation wherein not only the issue of water installation was discussed but also petitioners’ violation of the lease contract. It is thus manifest that there was substantial compliance with the law which does not require strict adherence thereto.[22]II

We hold that petitioners’ motion to dismiss the complaint for unlawful detainer is proscribed by Section 19(a) of the 1991 Revised Rule on Summary Procedure, quoted earlier. Section 19(a) permits the filing of such pleading only when the ground for dismissal of the complaint is anchored on lack of jurisdiction over the subject matter, or failure by the complainant to refer the subject matter of his/her complaint “to the Lupon for conciliation” prior to its filing with the court. This is clear from the provisions of Section 18 of the same Rule, which reads:

“SEC. 18. Referral to Lupon. – Cases requiring referral to the Lupon for conciliation under the provisions of Presidential Decree No. 1508 where there is no showing of compliance with such requirement, shall be dismissed without prejudice, and may be revived only after such requirement shall have been complied with. This provision shall not apply to criminal cases where the accused was arrested without a warrant.”
(Underscoring supplied)

As discussed earlier, the case was referred to the Lupon Chairman for conciliation. Obviously, petitioners’ motion to dismiss, even if allowed, is bereft of merit.

WHEREFORE, the petition is DENIED. The assailed Decision and Resolution of the Court of Appeals in CA-G.R. SP No. 54541 sustaining the Decision of the RTC which upheld the MTC Judgment is AFFIRMED.

Costs against petitioners.

SO ORDERED.

Panganiban, (Chairman), Carpio-Morales, and Garcia, JJ., concur.
Corona, J., on leave.

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- [1] Filed under Rule 45 of the 1997 Rules of Civil Procedure, as amended.
- [2] Penned by Associate Justice Eugenio S. Labitoria and concurred in by Justice Bernardo P. Abesamis and Justice Alicia L. Santos (both retired).
- [3] Annexes “A” and “C”, Petition, Rollo at 38, 53.
- [4] Rollo at 43.
- [5] Id. at 42. The barangay certification was signed by Barangay Secretary Flordeliza Fernandez, Punong Barangay Jose R. Galgana and Lupong Tagapamayapa Efren Simangan.
- [6] Annex “A”, Petition, Rollo at 36-41.
- [7] Annex “B”, id. at 44-47.
- [8] This law took effect on January 1, 1992. The law on barangay conciliation was originally governed by Presidential Decree No. 1508 (enacted on June 11, 1978) which was repealed by codification in the Local Government Code of 1991.
- [9] Under Section 399 (a) of R.A. 7160, the Punong Barangay is designated as the Lupon Chairman.
- [10] Annex “B-1”, Petition, Rollo at 48-52.
- [11] Section 6 of the Revised Rule on Summary Procedure provides:
- “SEC. 6. Effect of failure to answer. – Should the defendant fail to answer the complaint within the period above provided [10 days from service of summons], the court, motu proprio, or on motion of the plaintiff, shall render judgment as may be warranted by the facts alleged in the complaint and limited to what is prayed for therein: Provided, however, That the court may in its discretion reduce the amount of damages and attorney’s fees claimed for being excessive or otherwise unconscionable. This is without prejudice to the applicability of Section 4, Rule 18 of the Rules of Court, if there are two or more defendants.”
- [12] Annex “C”, Petition, Rollo at 53-54.
- [13] Annex “D”, id. at 55-57.
- [14] Annex “E”, id. at 58-61.
- [15] Annex “H”, id. at 79-83.
- [16] Annex “I”, id. at 84.
- [17] Annex “J”, id. at 85-93.
- [18] Annex “L”, id. at 98.
- [19] Galuba vs. Laureta, No. L-71091, January 29, 1988, 157 SCRA 627, 634.
- [20] RTC Decision, Rollo at 81-82.

[21] G.R. No. 115213, December 19, 1995, 251 SCRA 472.

[22] Id.

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