

LEONARDO R. OCAMPO, PETITIONER, VS. LEONORA TIRONA, RESPONDENT.*G.R. NO. 147812. April 06, 2005*

Ponente: CARPIO, J.

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This is a petition for review[1] to annul the Decision[2] dated 29 November 2000 of the Court of Appeals ("appellate court") in CA-G.R. SP No. 41686, and its Resolution dated 16 April 2001 denying the motion for reconsideration. The appellate court set aside the Decision[3] dated 27 June 1996 of Branch 110 of the Regional Trial Court of Pasay City ("RTC") in Civil Case No. 96-0209. The RTC affirmed the Decision[4] dated 29 December 1995 of Branch 47 of the Metropolitan Trial Court of Pasay City ("MTC") in Civil Case No. 754-95 ordering respondent Leonora Tirona ("Tirona") to vacate and surrender possession of the property under litigation to petitioner Leonardo R. Ocampo ("Ocampo"). The MTC also ordered Tirona to pay Ocampo rentals in arrears, attorney's fees, and costs of suit.

Antecedent Facts

Ocampo alleged that he is the owner of a parcel of land ("subject land") described in Transfer Certificate of Title ("TCT") No. 134359, with an approximate area of 500 square meters, located at Alvarez Street, Pasay City. Ocampo bought the subject land from Rosauro Breton, heir of the subject land's registered owner Alipio Breton Cruz. Possession and administration of the subject land are claimed to be already in Ocampo's management even though the TCT is not yet in his name. Tirona, on the other hand, is a lessee occupying a portion of the subject land.[5] The MTC established the following facts:

According to [Ocampo], upon acquisition of ownership of the subject premises, a formal written notice was given to [Tirona] which was received by the latter on 9 March 1995, copy of the said formal written agreement marked as Annex "A" and likewise copy of the registry return receipt showing that [Tirona] received Annex "A" was marked as Annex "A-1". In recognition of [Ocampo's] right of ownership over the subject premises, [Tirona] paid some monthly rentals due, however, on July 5, 1995, [Ocampo] received a letter from Callejo Law Office of Room 513 Borja Bldg., 645 Sta. Cruz, Manila stating among others, that, in view of the fact that the subject premises was declared under area for priority development, [Tirona] is invoking her right of first refusal and in connection thereto [Tirona] will temporarily stop paying her monthly rentals until and unless the National Housing Authority have processed the pertinent papers as regards the amount due to [Ocampo] by reason of the implementation of the above law, a copy of the said letter marked as Annex "B" of the Complaint. In reply to Annex "B", [Ocampo] sent a letter dated 17 July 1995 addressed to the said Callejo Law Office, copy furnished [Tirona]. A copy of the said reply of [Ocampo] marked as Annex "C" of the Complaint, a copy of the Registry Return Receipt showing that [Tirona] received said Annex "C" on 20 July 1995 marked as Annex "C-1" of the Complaint, while as the original copy which was sent to Callejo Law Office was also received by said office. On 7 August 1995, [Ocampo] wrote a letter to [Tirona] demanding upon [Tirona] to pay the rentals in arrears for the months of April, May, June, July and August at the rate of P1,200 a month and

to vacate the premises, copy of the said letter dated 7 August 1995 marked as Annex "D" of the Complaint and the signature at the bottom portion of Annex "D" clearly shows that the same was received by [Tirona] on 8 August 1995. Despite receipt of said letter, [Tirona] failed and refused and still fails and refuses to heed [Ocampo's] demands.[6]

On 11 September 1995, Ocampo filed a complaint docketed as Civil Case No. 754-95 for unlawful detainer and damages against Tirona before the MTC.

Tirona filed her answer on 27 September 1995. Tirona asserted that Doña Lourdes Rodriguez Yaneza actually owns the subject land. The allegations in the answer state thus:

- That the Assignor [one Edison A. Hindap, Sr.] is the General Overseer and Attorney-in-Fact of DOÑA LOURDES RODRIGUEZ YANEZA, Heir/Owner of TITULO DE PROPIEDAD DE TERENOS of 1891, Royal Degree 01-4 Protocol, the real owner of a parcel of land allegedly claimed by [Ocampo].
- That the Title of [Ocampo] was overlapped [sic] the Original Land Title of the Assignor.
- That [Tirona], hereby recognized by the Assignor as co-owner by possession and hereby cede, transfer and assign the said parcel of land in [Tirona's] favor.
- That [Tirona] hereby denied [sic] and discontinued [sic] all the obligations imposed by [Ocampo], for the simple reason, the property in question is not owned by [Ocampo], but rather owned by the Assignor, as proof of evidence herein Assignor issued a Certification for Occupancy and Assignment in favor of [Tirona] herein attached with [sic], and the other evidence shall be presented upon the proper hearing on the merits of this case.[7]

Ocampo filed a motion to strike out the answer filed and a motion for judgment on 10 October 1995. Ocampo claimed that the answer was not verified; therefore, it was as if no answer was filed.

On 12 October 1995, Tirona filed a motion with leave to amend defendant's answer.[8] She alleged that she filed her answer without the assistance of a lawyer due to fear that she might be unable to file the required pleading on time. In her amended answer, Tirona maintained that Ocampo is not the owner of the subject land. She stated that the certificate of title to the subject land is not even registered under Ocampo's name. Tirona also alleged that she has a right of first refusal in case of sale of the land, pursuant to Presidential Decree ("PD") Nos. 1517,[9] 1893[10] and 1968.[11] The area where the subject land is located was certified as an area under priority development.[12] Tirona asked for attorney's fees and moral and exemplary damages.

In the spirit of substantial justice, the MTC granted Tirona's motion to amend her answer on 20 October 1995. On 15 November 1995, the MTC directed Ocampo and Tirona to submit their respective position papers and other evidence after the termination of the pre-trial conference.

The issue considered by the MTC for resolution was whether Ocampo may eject Tirona because of non-payment of rent and because of the termination of Tirona's right to possess and occupy the subject land.

The MTC's Ruling

The MTC ruled that Tirona does not have any reason to suspend payment of rents until after PD No. 1517, in relation to PD Nos. 1893 and 1968, is implemented in her favor. Tirona's non-payment of rents rendered her occupation of the subject land illegal. As owner of the subject land, Ocampo is entitled to its use and enjoyment, as well as to recover its possession from any person unlawfully withholding it.

The dispositive part of the MTC's decision reads:

WHEREFORE, judgment is hereby rendered in favor of [Ocampo] and against [Tirona]:

- Ordering [Tirona] and all other persons claiming possession under her to vacate and surrender possession to [Ocampo] the premises known as, parcel of land located at 2132 Alvarez St., Pasay City, covered by Transfer Certificate of Title No. 134359 of the Register of Deeds of Pasay City;
- Ordering [Tirona] to pay the rentals in arrears covering the period from April 1995 until such time [Tirona] shall have finally vacated the subject premises at the rate of P1,200 a month, with interest at a legal rate;
- Ordering [Tirona] to pay the sum of P5,000 for and as attorney's fees; and
- Ordering [Tirona] to pay the cost of the suit.

SO ORDERED.[13]

Ocampo filed a motion for execution pending appeal on 24 January 1996, while Tirona filed a notice of appeal on 25 January 1996. The MTC directed its clerk of court to transmit the records of the case, as well as the motion for execution pending appeal, through an order issued on 29 January 1996. The RTC issued an order on 26 February 1996 ordering both parties to file their respective memoranda.

On 4 March 1996, Maria Lourdes Breton-Mendiola, who claimed to be the owner of the subject land, filed a motion with leave to file intervention before the RTC.

The RTC's Ruling

In an order dated 11 March 1996, the RTC issued a writ of execution pending appeal for the enforcement of the MTC's decision. The RTC stated that although Tirona perfected her appeal on time, the record showed that she failed to pay the required supersedeas bond as well as deposit the current rentals as mandated by Section 8, Rule 70 of the 1964 Rules of Court. In a separate order issued on the same date, the RTC denied Maria Lourdes Breton-Mendiola's motion with leave to file intervention. The RTC stated that granting the motion to intervene would violate the 1964 Rules of Court and jurisprudence.

Ocampo filed his memorandum on 21 March 1996.[14] He emphasized that Tirona's assertion of a "preferential right of first refusal" is a recognition of the sale by Rosauro Breton of the subject land to him. Moreover, Tirona is not qualified to claim this preferential right because she is no longer a legitimate tenant. The payment of Tirona's monthly rent was already in arrears at the time Ocampo filed the complaint against Tirona.

On 25 March 1996, Tirona filed a manifestation which stated that she paid both the supersedeas bond and rent on the subject land. The RTC considered Tirona's manifestation as a motion for reconsideration of its previous order issuing a writ of execution pending appeal. In its order dated 15 April 1996, the RTC recalled its 11 March 1996 order and cancelled the writ of execution.

Tirona filed her memorandum also on 25 March 1996. For the first time, Tirona disclosed that Alipio Breton is the registered owner of the subject land and that he is her landlord since 1962. When Alipio Breton died in 1975, his children, Rosauro Breton and Maria Lourdes Breton-Mendiola, inherited the subject land. Tirona claims she has never stopped paying her rent to Maria Lourdes Breton-Mendiola. Tirona also stated that Rosauro Breton could not transfer ownership to the subject land to Ocampo. On 14 July 1978, Rosauro Breton executed a deed of conveyance and waiver in favor of his sister, Maria Lourdes Breton-Mendiola. Rosauro Breton executed another deed of conveyance and waiver in favor of Maria Lourdes Breton-Mendiola on 9 March 1995. Thus, Tirona claims, Ocampo cannot legally acquire title from Rosauro Breton in view of the waivers. Maria Lourdes Breton-Mendiola is Tirona's lessor, and is the only person who can validly file an ejectment suit against Tirona.[15]

After quoting the findings of the MTC, the RTC held thus:

This Court after a careful review of the complete record of this case particularly the evidences, applicable laws and jurisprudence relied upon by the [MTC] in finding for [Ocampo] and declaring that [Tirona] can be lawfully ejected from the subject premises, concurs with the findings thereof. There is therefore nothing in the record which would warrant the Court to disturb the findings of fact and law and the conclusions reached by the [MTC].

This Court finds the decision of the lower court fully justified in granting the reliefs to [Ocampo].

WHEREFORE, judgment is hereby rendered AFFIRMING IN TOTO the decision of the [MTC] with costs against [Tirona].

SO ORDERED.[16]

In its petition before the appellate court, Tirona stated that the RTC erred in the following grounds:

- ORDERING THE EJECTMENT OF [TIRONA] IN VIOLATION OF SECTION 2 OF PD [NO.] 2016.[17]
- NOT RULING THAT [TIRONA] HAS A BETTER RIGHT OF POSSESSION OVER THE PROPERTY IN QUESTION.
- RULING THAT THE SUCCESSOR-IN-INTEREST OF AN UNDIVIDED IDEAL ONE-HALF PORTION, [OCAMPO] MAY DEPRIVE THE OTHER CO-OWNER OF THE ADMINISTRATION OF ONE-HALF PORTION BY EJECTING HER LESSEE, [TIRONA].[18]

The appellate court stated that the principal issue for its resolution is whether Ocampo, being the buyer of the subject land which is not yet partitioned among the heirs, can validly evict Tirona.[19]

The Appellate Court's Ruling

The appellate court considered partition of the estate of Alipio Breton as a prerequisite to Ocampo's action. The appellate court ruled that "[u]ntil the partition of the estate is ordered by the Regional Trial Court of Pasay City in the pending partition proceedings and the share of each co-heir is determined by metes and bounds, [Ocampo] cannot rightfully claim that what he bought is part of the property occupied by [Tirona]."[20] The dispositive part of the appellate court's decision reads thus:

WHEREFORE, the decision of the respondent court is hereby SET ASIDE and judgment is hereby rendered dismissing the complaint of the private respondent in the court below.

SO ORDERED.[21]

Hence, the instant petition.

The Issues

Ocampo assigned three errors to the appellate court. Ocampo stated that the appellate court erred in:

- ENTERTAINING AND NOT DISMISSING THE PETITION FOR REVIEW (with prayer for its issuance of Writ of Preliminary Injunction and immediate issuance of TRO), THE SAME HAVING BEEN FILED BEYOND THE REGLEMENTARY PERIOD.
- CONSIDERING AND RESOLVING AN ISSUE RAISED IN THE PETITION FOR REVIEW FOR THE FIRST TIME ON APPEAL.
- DECLARING THAT LEONARDO R. OCAMPO HAS NO RIGHT TO EJECT LEONORA TIRONA, NOR DEMAND PAYMENT OF RENTALS FROM HER FOR THE USE AND OCCUPANCY OF THE LOT INVOLVED IN THE PRESENT CASE.[22]

The Ruling of the Court

The petition has merit.

We agree with Ocampo's observation that Tirona changes her theory of the case each time she appeals.[23] For this reason, we shall limit our ruling to the propriety of Ocampo's unlawful detainer case against Tirona.

Moreover, we have assessed the evidence on record and found that the appellate court did not contradict the findings of facts of the MTC and RTC. Thus, we see no reason to deviate from their findings of facts.

Unlawful Detainer

Elements to be Proved

Unlawful detainer cases are summary in nature. The elements to be proved and resolved in unlawful detainer cases are the fact of lease and expiration or violation of its terms.[24] To support their conclusion that there was an existing lease, the MTC and RTC found that:

(1)

Ocampo informed Tirona through a letter dated 1 March 1995 that he bought the subject land, upon which Tirona's house stands, from the previous owner and lessor Rosauro Breton;[25]

(2)

Tirona's continued occupancy of the subject land signifies Tirona's acceptance of Ocampo's conditions of lease stated in the 1 March 1995 letter;[26] and

(3)

In asserting her right to possess the subject land, Tirona admitted that Ocampo is her lessor. In the 5 July 1995 letter, Tirona was referred to as "the hereinmentioned tenant of yours." [27]

In *Mirasol v. Magsuci, et al.*, [28] we ruled that the sale of a leased property places the vendee into the shoes of the original lessor to whom the lessee bound himself to pay. The vendee acquires the right to evict the lessee from the premises and to recover the unpaid rentals after the vendee had notified the lessee that he had bought the leased property and that the rentals on it should be paid to him, and the lessee refused to comply with the demand.

The following facts support the conclusion that there was a violation of the lease agreement:

(1)

Tirona, through Callejo Law Office, sent a letter dated 5 July 1995 which stated that Tirona will temporarily stop paying her monthly obligation until the National Housing Authority has processed the pertinent papers regarding the amount due to Ocampo in view of PD 1517;[29]

(2)

As of August 1995, Tirona has not paid her rent to Ocampo corresponding to April to August 1995;[30] and

(3)

In a letter dated 7 August 1995, Ocampo demanded from Tirona unpaid rent payments.[31]

In view of these facts, we hold that Tirona is estopped from denying her possession under a lease[32] and that there was a violation of the lease agreement. Thus, the MTC and RTC correctly ruled against Tirona.

Ownership as an Issue

When Tirona filed her answer before the MTC, she raised the issue of ownership and ascribed ownership of the subject lot to one Doña Lourdes Rodriguez Yaneza. Tirona later changed her strategy and filed an amended answer that ascribed ownership of the subject lot to Maria Lourdes Breton-Mendiola. Tirona justified the amendment by stating that she did not ask for the assistance of a lawyer for fear of not being able to file her answer on time. This excuse is flimsy considering that Tirona first communicated to Ocampo through Callejo Law Office. However, the MTC still allowed Tirona to amend her answer. Tirona stated that there was no violation of the lease agreement because she paid her rent to the real owner, Maria Lourdes Breton-Mendiola.

Contrary to Tirona's position, the issue of ownership is not essential to an action for unlawful detainer. The fact of the lease and the expiration of its term are the only elements of the action. The defense of ownership does not change the summary nature of the action. The affected party should raise the issue of ownership in an appropriate action, because a certificate of title cannot be the subject of a collateral attack.[33] Although a wrongful possessor may at times be upheld by the courts, this is merely temporary and solely for the maintenance of public order. The question of ownership is to be settled in the proper court and in a proper action.[34]

In actions for forcible entry and [unlawful] detainer, the main issue is possession de facto, independently of any claim of ownership or possession de jure that either party may set forth in his pleadings, and an appeal does not operate to change the nature of the original action. On appeal, in an ejectment case, it is within the discretion of the court to look into the evidence supporting the assigned errors relating to the alleged ownership of appellant insofar as said evidence would indicate or determine the nature of appellant's possession of the controverted premises. Said court should not however resolve the issue raised by such assigned errors. The resolution of said issues would effect an adjudication on ownership which is not sanctioned in the summary action for unlawful detainer.[35]

Unlawful detainer being a summary proceeding, it was error for the appellate court to include the issue of ownership. Had the appellate court limited its ruling to the elements to be proved in a case of unlawful detainer, Ocampo need not even prove his ownership. When the appellate court ruled that the case of unlawful detainer had to wait for the results of the partition proceedings, it effectively put ownership as the main issue in the case. The issue of ownership opens a virtual Pandora's Box for Tirona and her supposed intervenor, Maria Lourdes Breton-Mendiola.[36]

Interpleader

The good faith of Tirona is put in question in her preference for Maria Lourdes Breton-Mendiola. As a stakeholder, Tirona should have used reasonable diligence in hailing the contending claimants to court. Tirona need not have awaited actual institution of a suit by Ocampo against her before filing a bill of interpleader.[37] An action for interpleader is proper when the lessee does not know the person to whom to pay rentals due to conflicting claims on the property.[38]

The action of interpleader is a remedy whereby a person who has property whether personal or real, in his possession, or an obligation to render wholly or partially, without claiming any right in both, or claims an interest which in whole or in part is not disputed by the conflicting claimants, comes to court and asks that the persons who claim the said property or who consider themselves entitled to demand compliance with the obligation, be required to litigate among themselves, in order to determine finally who is entitled to one or the other thing. The remedy is afforded not to protect a person against a double liability but to protect him against a double vexation in respect of one liability. When the court orders that the claimants litigate among themselves, there arises in reality a new action and the former are styled interpleaders, and in such a case the pleading which initiates the action is called a complaint of interpleader and not a cross-complaint.[39]

Ocampo has the right to eject Tirona from the subject land. All the elements required for an unlawful detainer case to prosper are present. Ocampo notified Tirona that he purchased the subject land from Tirona's lessor. Tirona's continued occupation of the subject land amounted to acquiescence to Ocampo's terms. However, Tirona eventually refused to pay rent to Ocampo, thus violating the lease.

Finally, legal interest at the annual rate of 6% is due on the unpaid monthly rentals starting from 7 August 1995 when Ocampo made an extrajudicial demand on Tirona for payment of the monthly rental.[40] On finality of our decision, annual interest at 12%, in lieu of 6% annual interest, is due on the amounts the MTC awarded until full payment.[41]

WHEREFORE, we GRANT the instant petition for review. The Decision dated 27 June 1996 of Branch 110 of the RTC in Civil Case No. 96-0209, which affirmed the Decision dated 29 December 1995 of Branch 47 of the MTC in Civil Case No. 754-95, is REINSTATED. The Decision dated 29 November 2000 of the appellate court in CA-G.R. SP No. 41686, and its Resolution dated 16 April 2001 denying the motion for reconsideration, are SET ASIDE.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Quisumbing, Ynares-Santiago, and Azcuna, JJ., concur.

[1] Under Rule 45 of the Rules of Court.

[2] Penned by Associate Justice Eubulo G. Verzola, with Associate Justices Marina L. Buzon and Edgardo P. Cruz, concurring.

[3] Penned by Judge Porfirio G. Macaraeg.

[4] Penned by Judge Milagros A. Garcia-Beza.

[5] See Records, pp. 5-7.

[6] Rollo, pp. 43-44.

[7] Records, p. 15.

[8] Ibid., pp. 24-26.

[9] Urban Land Reform Act (1978).

[10] Further Amending Presidential Decree No. 1623 Entitled "Authorizing the Issuance of Special Investors Resident Visas to Aliens and for Other Purposes," as Amended (1983).

[11] Further Amending Article 105 of Commonwealth Act No. 408, Otherwise Known as "The Articles of War, Armed Forces of the Philippines," as Amended by Republic Act Numbered 242 and 516 (1985). The reason why Tirona's counsel related PD No. 1517 to PD Nos. 1893 and 1968 is unknown.

[12] Records, p. 32.

[13] Rollo, pp. 45-46.

[14] Records, pp. 107-112.

[15] See Records, pp. 121-148.

[16] Rollo, pp. 49-50.

[17] Prohibiting the Eviction of Occupant Families from Land Identified and Proclaimed as Areas for Priority Development (APD) or as Urban Land Reform Zones and Exempting Such Land from Payment of Real Property Taxes (1986).

[18] Rollo, p. 57.

[19] See CA Rollo, p. 203.

[20] CA Rollo, p. 204.

[21] Ibid., p. 205.

[22] Rollo, pp. 18-19.

[23] See Rollo, pp. 22, 23.

[24] See Manuel v. Court of Appeals, G.R. No. 95469, 25 July 1991, 199 SCRA 603.

[25] See Rollo, p. 43.

[26] Ibid.

[27] See Records, p. 10.

[28] 124 Phil. 1428 (1966).

[29] See Rollo, p. 43.

[30] Ibid.

[31] Ibid.

[32] See Section 2(b), Rule 131, Rules of Court.

[33] See Fige v. Court of Appeals, G.R. No. 107951, 30 June 1994, 233 SCRA 586.

[34] See Manuel v. Court of Appeals, *supra* note 24.

[35] Presco v. Court of Appeals, G.R. No. 82215, 10 December 1990, 192 SCRA 232.

[36] See Records, pp. 128-139, 145, 146. Although this Court is not supposed to appreciate the facts of each case anymore, certain items raise our suspicion as to the propriety of the subject land transfer from the estate of Alipio Breton, Rosauero and Maria Lourdes' father, to Maria Lourdes Breton-Mendiola.

(1)

The 9 March 1995 waiver allegedly signed by Rosauero Breton cited incapacity due to brain operation as the reason for the waiver. This raises serious questions as to the validity of the waiver.

(2)

Tirona presented receipts for payment of her lease from April 1995 to June 1996 in sequential numbers (Nos. 3416 to 3425). The receipt for payment for March 1995 was numbered 3429. It appearing that Tirona was not the only lessee, the only conclusion we can gather is that the receipts were not issued in the regular course of business.

(3)

The receipts Tirona presented are printed with "Rosauro Y. Breton-Administrator." This is contrary to Tirona's claim that Maria Lourdes Breton-Mendiola is the administrator of the estate.

[37] See *Wack-Wack Golf and Country Club, Inc. v. Won, et al.*, 162 Phil. 233 (1976).

[38] See *Pagkalinawan v. Rodas*, 80 Phil. 281 (1948).

[39] *Oscar M. Herrera, III Remedial Law* 182 (1999) citing *Alvarez, et al. v. Commonwealth, et al.*, 65 Phil. 302 (1938).

[40] *Civil Code of the Philippines*, Art. 2209.

[41] *De Guia v. Court of Appeals*, G.R. No. 120864, 8 October 2003, 413 SCRA 114; *Eastern Shipping Lines, Inc. v. Court of Appeals*, G.R. No. 97412, 12 July 1994, 234 SCRA 78.

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