# ROMEO JULAG-AY, PETITIONER, VS. THE ESTATE OF FELIMON BUENAVENTURA, SR., AS REPRESENTED BY ITS SOLE HEIR TERESITA ROSALINDA B. MARIANO, RESPONDENT.

*G.R. NO. 149788. May 31, 2006*

Ponente: PUNO, J.

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**PUNO, J.:**

This is a petition for review on certiorari filed by petitioner ROMEO JULAG-AY (JULAG-AY) against respondent ESTATE OF FELIMON BUENAVENTURA, SR., as represented by its sole heir TERESITA ROSALINDA B. MARIANO (TERESITA) under Rule 45 of the Revised Rules of Court to annul the appellate court's decision in CA G.R. No. 61307.

The facts, as found by the appellate court, are as follows:

Subject property of the case at bar is Apartment 3, Block 1, Lot 111, Pleasant Village Subdivision, Muntinlupa City, with an area of Three Hundred (300) square meters, covered by Transfer Certificate of Title No. 464511 issued by the Register of Deeds of Muntinlupa City, in the name of "Felisa Tamio de Buenaventura, x x x married to Felimon Buenaventura." [1]

Starting in 1995, the petitioner leased the property for P2,300.00 per month plus P200.00 for water supply.

On October 15, 1996, Felimon Buenaventura, Sr. died intestate, survived by his two children, TERESITA and Felimon Buenaventura, Jr. Felimon Buenaventura, Jr. took over the administration of the property. During his administration, JULAG-AY failed to pay rentals covering the whole year of 1998, amounting to P35,000.00.

Felimon Buenaventura, Jr. died on December 17, 1998. TERESITA assumed the administration of the property. On or about February 28, 1999, defendant paid plaintiff the amount of P4,600.00 representing monthly rental payments for the months of January and February 1999 (Annex "B"), but made no further payments.

In April 1999, TERESITA referred the matter to the Lupon Tagapamayapa for conciliation. During the proceedings, JULAG-AY acknowledged that he had not paid his monthly rentals and promised to pay in installments.[2] However, despite his promise, he still failed to pay.

On April 5, 1999, TERESITA demanded that JULAG-AY vacate the leased premises. JULAG-AY refused.

On June 4, 1999, TERESITA filed a complaint for ejectment[3] against JULAG-AY before the Metropolitan Trial Court of Muntinlupa City. Acting as representative of the Estate of Felimon Buenaventura, Sr., she asserted that the estate is the lawful owner of the said property, which JULAG-AY had been leasing since 1995. She stated that the estate had been deprived of the use of the property because of JULAG-AY's refusal to vacate the premises, and that it had suffered damages because of his refusal to pay arrears in rents due.[4]

On June 21, 1999, JULAG-AY filed his Answer with Compulsory Counterclaim.[5] He averred that TERESITA had no personality to file the aforementioned Complaint, for she was not the legal representative of the Estate of

Felimon Buenaventura, Sr. He also asserted that the said estate had no cause of action to eject him from the property, as it was owned by the Estate of Felisa Tamio de Buenaventura, which was under the administration of Resurreccion A. Bihis. He claimed that he did not owe TERESITA any arrears in rent payments as he had already paid rent to Resurreccion A. Bihis.[6]

On December 15, 1999, the court a quo dismissed[7] the complaint, on the ground that TERESITA was not a real party-in-interest . It declared that the property was owned by the Estate of Felisa Tamio de Buenaventura, and only its administratrix Resurreccion Bihis had the legal personality to institute the ejectment case.

TERESITA appealed the judgment to the Regional Trial Court.

The Regional Trial Court issued an Order,[8] reversing the court a quo's decision, based on the following rationale:

> First. The issue of ownership over the property is irrelevant to the present case for ejectment, as what should be determined is who has a better right to possession of the property.
>
> Second. TERESITA is a real party-in-interest and the subject property is owned in common by Felisa and Felimon Buenaventura, Sr. The matter of TERESITA's adoption cannot be raised in the ejectment proceedings. Therefore, as the lone presumptive heir and as the administratrix of the estate of Felimon Buenaventura, Sr., TERESITA has the better right to possession of the property over JULAG-AY.
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> Third. By his series of acts, JULAG-AY has recognized TERESITA's right and authority to receive the rents over the property. Defendant had regularly paid his rents, first, to Felimon Buenaventura, Sr., and, after his death, to Felimon Buenaventura Jr. It was only in 1998 that he defaulted from paying. JULAG-AY had also paid two months' rent to TERESITA after her appointment as administratrix of the Estate of Felimon Buenaventura, Sr., and promised her that he would pay the whole arrears. By virtue of Article 1436 of the Civil Code, JULAG-AY is estopped from denying the lessor's right to collect rent.
>
> Fourth. JULAG-AY cannot claim his alleged payment of rentals to Resurreccion Bihis as a valid defense against ejectment. He offered no proof of Bihis' appointment as administratrix of the estate of Felisa Tamio de Buenaventura. Also Bihis appears to have been appointed in 1999. JULAG-AY already lost his right to hold and possess the property since 1998 for nonpayment of the contract he entered into with Bihis could not cure his illegal possession of the property.

On September 6, 2000, TERESITA filed a motion for the issuance of a writ of execution of the decision.[9] The next day, JULAG-AY filed a motion for reconsideration[10] of the said decision.

On September 25, 2000, the trial court denied JULAG-AY's Motion for Reconsideration and granted TERESITA's motion for the issuance of the writ of execution.[11]

On October 30, 2000, JULAG-AY filed a Petition for Review under Rule 42 of the Revised Rules of Court with the Court of Appeals.

On June 27, 2001, the Court of Appeals denied[12] the petition. It affirmed the finding of the Regional Trial Court: (1) that TERESITA had legal personality to file the ejectment case as the representative of the Estate of Felimon Buenaventura Sr.; (2) that the issue of ownership was immaterial in the ejectment case; (3) that JULAG-AY is estopped from denying the title of his lessor; and (4) that the Regional Trial Court's minute Order (dated September 25, 2000) was not unconstitutional.

On October 26, 2001, JULAG-AY filed a Petition[13] for Review on Certiorari with this Court assailing the aforesaid Decision. He contended:


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- THE HONORABLE COURT OF APPEALS WITH DUE RESPECT ERRED IN AFFIRMING THE RULING OF THE REGIONAL TRIAL COURT WHICH APPLIED THE PRINCIPLE OF ESTOPPEL AGAINST THE PETITIONER; THE SAME NOT BEING (sic) APPLICABLE FOR THERE WAS MISREPRESENTATION ON THE PART OF THE RESPONDENT.

- THE HONORABLE COURT OF APPEALS ERRED IN RELYING ON THE JOINT-AFFIDAVIT EXECUTED IN THEIR LIFETIMES, BY THE LATE FELISA TAMIO DE BUENAVENTURA AND THE LATE FELIMON BUENAVENTURA, SR., TO JUSTIFY THE CO-OWNERSHIP BY FELIMON BUENAVENTURA, SR. AND FELISA TAMIO IN THE PLEASANT VILLAGE SUBDIVISION INCLUDING THE SUBJECT PROPERTY LEASED BY THE PETITIONER JULAG-AY; THE RELIANCE BEING CONTRARY TO LAW, EVIDENCE AND EXISTING JURISPRUDENCE.

- THE HONORABLE COURT OF APPEALS ERRED IN AFFIRMING THE RULING OF THE REGIONAL TRIAL COURT WHICH STATED THAT TERESITA ROSALINDA B. MARIANO HAS THE LEGAL PERSONALITY TO PROSECUTE THE EJECTMENT CASE; THERE BEING NO EVIDENCE ON RECORD SHOWING SUCH LEGAL PERSONALITY.

- THE HONORABLE COURT OF APPEALS ERRED IN CONCLUDING THAT THE ISSUE OF OWNERSHIP IS IMMATERIAL AS FAR AS THE PETITION FOR REVIEW UNDER RULE 42 FILED BY THE PETITIONER IS CONCERNED; THE SAID ISSUE BEING NECESSARY TO DETERMINE WHO AS BETWEEN THE CONTENDING PARTIES HAS THE BETTER RIGHT TO POSSESSION OF THE SUBJECT PROPERTY.

- THE HONORABLE COURT OF APPEALS ERRED IN RELYING ON THE PROMISSORY NOTE AS EVIDENCE OF AN EXISTING CONTRACT OF LEASE. IT IS NOT A CONTRACT OF LEASE BUT A MERE PROMISE TO PAY.

- THE HONORABLE COURT OF APPEALS ERRED IN UPHOLDING THE CONSTITUTIONALITY OF THE REGIONAL TRIAL COURT'S MINUTE ORDER DATED SEPTEMBER 25, 2000 DENYING JULAG-AY'S MOTION FOR RECONSIDERATION, THE SAME BEING CONTRARY TO LAW, EVIDENCE AND JURISPRUDENCE.

We affirm the ruling of the appellate court.

**I**

We reject JULAG-AY's contention that TERESITA is neither a landlord, vendor, vendee or other person against whom the possession of any land or building is unlawfully held by the petitioner after the expiration of the contract, nor is she the administratrix or beneficiary of the Estate of Felimon Buenaventura, Sr.

The evidence is clear that after Felimon Buenaventura, Sr. and his son, Buenaventura, Jr., died, TERESITA was appointed as the administratrix of his estate. As administratrix of the estate, TERESITA has the unquestionable personality to file an ejectment suit against JULAG-AY. The subject property is part of the Buenaventura estate.

Likewise, the records show that JULAG-AY dealt with Felimon Buenaventura, Sr. while he was still alive, and, thereafter, with his known children, Buenaventura, Jr. and TERESITA. He paid the rentals of the property to them. Petitioner's promissory note[14] and his payment of two months' rents to TERESITA are eloquent proofs of his recognition of TERESITA as Felimon Buenaventura, Sr.'s lawful successor. In this connection, Article 1436 of the Civil Code provides:

> Article 1436. A lessee or a bailee is estopped from asserting title to the thing leased or received, as against the lessor or bailor.


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In relation thereto, Rule 131, Section 2(b) of the Rules of Court provides:

> Sec. 2. Conclusive presumptions. - The following are instances of conclusive presumptions:
>
> x x x
> (b) The tenant is not permitted to deny the title of his landlord at the time of the commencement of the relations of landlord and tenant between them.

These provisions bar JULAG-AY from contesting the title of his landlord, i.e., the Estate or its representative. This Court has consistently held that lessees who have had undisturbed possession for the entire term under the lease, like JULAG-AY, are estopped to deny their landlord's title, or to assert a better title not only in themselves, but also in some third person, while they remain in possession of the leased premises and until they surrender possession to the landlord.[15] It is of no significance that JULAG-AY is not claiming title to the property for himself. Estoppel still applies to him, as he enjoyed the use of the property without interruption from 1995.

It is futile for JULAG-AY to raise the issue of the legality of TERESITA's adoption by Felimon Buenaventura, Sr.[16] These proceedings are not the proper venue to ventilate the legality of her adoption. As a rule, ejectment proceedings are limited to the solitary issue of legality of possession. This issue affects the peace of the community and should be resolved with dispatch. It should not be delayed by peripheral issues appropriate to be resolved by other courts.

**II**

JULAG-AY insists that the appellate court erred when it relied on the affidavit executed jointly by Felisa Tamio de Buenaventura and Felimon Buenaventura, Sr. to prove their co-ownership of the property in question.

It is unprocedural to rule on the ownership of the subject property. To reiterate, the only issue in ejectment proceedings is the legality of JULAG-AY's physical possession of the premises - - - his possession de facto and not his possession de jure.[17] Thus, we have ruled that it is of no moment that at the time an action for unlawful detainer is under litigation, there is another action respecting the same property and the same parties involving the issue of ownership. The rights asserted and the reliefs prayed for are different in the two cases. Consequently, it is untenable for JULAG-AY to demand that TERESITA should first prove herself to be the true and lawful owner of the property before she asserts her right to its possession. It is settled that an action for unlawful detainer may be filed even by one who is not an owner of the property in dispute.[18]

**III**

We are satisfied that the right of the Estate as represented by the respondent to possession of the subject apartment has been clearly established by the evidence.

From the inception of these proceedings, JULAG-AY has never denied that it was Felimon Buenaventura, Sr. with whom he originally came to an agreement with regarding the lease of the property. He has admitted paying rents regularly to Felimon Buenaventura, Sr. In his Memorandum, he stated:

> x x x. The Honorable Court of Appeals as well as the Regional Trial Court erred in justifying the ownership of Felimon Buenaventura[,] Sr., in the half of the Pleasant Village Subdivision including the leased premises subject of [the] ejectment by the mere fact that Petitioner was regularly paying his monthly rental to the late Felimon Buenaventura[,] Sr. Receiving rental payments is NOT evidence of ownership. It is likewise NOT indicative of possession. At most, the late Felimon Sr. acted as agent in behalf of Felisa Tamio.[19]

Buenaventura, Sr. died and was succeeded by his son, Buenaventura, Jr. TERESITA then took over as

administrator of the subject premises. In all the years, there was no dispute as to their right as owner to lease the subject premises and collect its rentals. JULAG-AY started to assail their right only after he defaulted in the payment of its rentals.

We are not impressed with JULAG-AY's allegation that he has paid rentals to one Resurreccion Bihis representing the Estate. The Court notes that JULAG-AY never impleaded Resurreccion Bihis or the Estate of Felisa Tamio de Buenaventura as necessary parties-in-interest in the proceedings before the trial court. If he truly believed that his payment of rentals to Bihis was an appropriate defense, he would have so impleaded Bihis. The fact that he did not drains all strength from his contention.[20]

IN VIEW WHEREOF, the Court denies the Petition and affirms the appealed ruling of the Court of Appeals. Cost against petitioner.

**SO ORDERED.**

Sandoval-Gutierrez, Corona, and Azcuna, JJ., concur.
Garcia, J., on leave.

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[1] Annex "A"; rollo, p. 57.

[2] JULAG-AY wrote plaintiff a letter. This letter was attached to the petition as Annex "D." Id. at 60.

[3] Docketed as Civil Case No. 4524.

[4] Rollo, p. 54.

[5] Id. at 30.

[6] Id. at 65-68.

[7] Id. at 119-123.

[8]Annex "I"; Id. at 177-186.

[9]Annex "J"; Id. at 187-188.

[10] Annex "K"; Id. at 191-196.

[11] Order, Annex "L"; Id. at 198.

[12] Id. at 48.

[13]Id. at 9-39.

[14] Annex "4"; Id. at 104.

[15] VSC Commercial Enterprises, Inc. v. Court of Appeals, Oscar Estopace and Jose Silapan, G.R. No. 121159, December 16, 2002, 394 SCRA 74; Geminiano v. Court of Appeals, G.R. No. 120303, July 24, 1996, 259 SCRA 344, 351, citing Borre v. Court of Appeals, 158 SCRA 560, 566; Manuel v. Court of Appeals, G.R. No. 95469, July 25, 1991, 199 SCRA 603, 607; Munar v. Court of Appeals, G.R. No. 100740, November 25, 1994, 238 SCRA 372, 380; 49 Am Jur 2d, Landlord and Tenant, Sections 129 and 158.

[16] Rollo, p. 311.

[17] Castilex Industrial Corporation v. Vasquez, Jr., 378 Phil. 1009 (1999); Colito T. Pajuyo v. Court of Appeals


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and Eddie Guevarra, G.R. No. 146364, June 3, 2004, 430 SCRA 492.

[18] Spouses Maninang, et al. v. Court of Appeals, G.R. No. 121719, September 16, 1999, 314 SCRA 525.

[19] Rollo, p. 315.

[20] The Court takes note of the Resolution of Branch 276 of the Regional Trial Court of Muntinlupa City in Civil Case Nos. 24359 and 24274 rendered on August 28, 2000. In the said resolution, the property was adjudged to be owned in common by the couple Felimon Buenaventura, Sr. and Felisa Tamio de Bueanventura.

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