

**FLORAIDA TERAÑA, PETITIONER, VS. HON. ANTONIO DE SAGUN,
PRESIDING JUDGE, REGIONAL TRIAL COURT, BRANCH XIV,
NASUGBU, BATANGAS AND ANTONIO B. SIMUANGCO, RESPONDENTS.**

G.R. No. 152131. April 29, 2009

Ponente: BRION, J.

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BRION, J.:

The petitioner Floraida Terana (petitioner) asks us to reverse and set aside, through this Petition for Review on Certiorari,[1] the September 7, 2001 Decision[2] of the Court of Appeals (CA), and its subsequent Resolution[3] denying the petitioner's motion for reconsideration.

THE FACTS

The respondent Antonio Simuangco (respondent) owned a house and lot at 138 J.P. Laurel St., Nasugbu, Batangas, which he leased to the petitioner.[4] Sometime in 1996, the petitioner demolished the leased house and erected a new one in its place.[5] The respondent alleged that this was done without his consent.[6] The Contract of Lease[7] defining the respective rights and obligations of the parties contained the following provisions, which the petitioner allegedly violated:

3. That the lessee obligated herself with the Lessor by virtue of this Lease, to do the following, to wit:

a)

xxx

b)

To keep the leased property in such repair and condition as it was in the commencement of the Lease with the exception of portions or parts which may be impaired due to reasonable wear and tear;

c)

xxx

d)

Not to make any alterations in the Leased property without the knowledge and consent of the Lessor; x x x

The petitioner allegedly also gave the materials from the demolished house to her sister, who built a house adjacent to the respondent's property.[8] When the respondent discovered what the petitioner did, he immediately confronted her and advised her to vacate the premises.[9] She refused. On February 3, 1997, the respondent sent a letter demanding the petitioner to vacate the leased property.[10] Despite this letter of demand, which the petitioner received on February 10,[11] she still refused to vacate the said property.

The respondent thus filed a complaint for unlawful detainer[12] against the petitioner on April 16, 1997 on the

ground of the petitioner's violation of the terms of the Contract of Lease.[13] The respondent prayed for the petitioner's ejectment of the leased property, and for the award of P70,000.00, representing the cost of the materials from the demolished house, attorney's fees, and costs.[14]

The presiding judge of the Municipal Trial Court (MTC) of Nasugbu, Batangas, Hon. Herminia Lucas, inhibited from the case on the ground that she is related to the respondent.[15]

The petitioner denied allegations of the complaint in her "Sagot." [16] She claimed that she demolished the old building and built a new one with the knowledge and consent of the respondent; that the original house was old and was on the verge of collapsing; [17] that without the timely repairs made by the petitioner, the house's collapse would have caused the death of the petitioner and her family. The petitioner prayed for the court to: 1) dismiss the ejectment case against her; and 2) award in her favor: a) P100,000.00 as moral damages, b) P200,000.00 as reimbursement for the expenses incurred in building the new house, c) P50,000.00 as attorney's fees, and d) P10,000.00 as costs incurred in relation to the suit.[18]

The trial court called for a preliminary conference under Section 7 of the Revised Rules of Summary Procedure (RSP) and Section 8 of Rule 70 of the Rules of Court, and required the parties to file their position papers and affidavits of their witnesses after they failed to reach an amicable settlement.[19] Instead of filing their position papers, both parties moved for an extension of time to file the necessary pleadings. The trial court denied both motions on the ground that the RSP and the Rules of Court, particularly Rule 70, Section 13(5), prohibit the filing of a motion for extension of time.[20]

The MTC framed the issues in the case as follows:

- Whether or not there was a violation of the contract of lease when the old house was demolished and a new house was constructed by the defendant; and
- Whether or not defendant is entitled to be reimbursed for her expenses in the construction of the new house.[21]

THE MTC'S DECISION [22]

The MTC rendered its decision on November 5, 1997[23] despite the parties' failure to timely file their respective position papers.[24] The decision stated that: according to the parties' Contract of Lease, the consent of the respondent must be obtained before any alteration or repair could be done on the leased property; that the petitioner failed to produce any evidence that the respondent had given her prior permission to demolish the leased house and construct a new one; that even in her answer, she failed to give specific details about the consent given to her; that in demolishing the old structure and constructing the new one, the petitioner violated the Contract of Lease; that this violation of the terms of the lease was a ground for judicial ejectment under Article 1673(3) of the Civil Code; and that since the demolition and construction of the new house was without the consent of the respondent, there was no basis to order the respondent to reimburse the petitioner.

The MTC thus ruled:

IN VIEW OF THE FOREGOING, judgment is hereby rendered in favor of the plaintiff Antonio B. Simuangco and against the defendant Aida Terana as follows:

- Ordering the defendant Aida Terana and all persons claiming right under her to vacate and surrender possession of the subject house to the plaintiff;
- Ordering the said defendant to pay the amount of Five Thousand Pesos (P5,000.00) as Attorney's fees; and

- To pay the costs of suit.

SO ORDERED.[25]

Unaware that a decision had already been rendered, the petitioner filed a letter entitled Kahilingan,[26] to which she attached her position paper and the affidavits of her witnesses.[27] The submission was essentially a motion for reconsideration of the denial of motion for extension of time. On November 6, 1977, the MTC denied the petitioner's Kahilingan as follows:

Defendant Aida Terania's "KAHILINGAN" dated November 5, 1997 is DENIED for being moot and academic on account of the decision on the merits rendered by this court dated November 4, 1997 relative to the instant case.

SO ORDERED.[28]

Petitioner then filed a Notice of Appeal on November 12, 1997. [29] The records of the case were ordered elevated to the Regional Trial Court (RTC) where the case was docketed as Civil Case No. 439.

THE RTC'S DECISION [30]

The RTC rendered judgment affirming the decision of the MTC on February 26, 1998. The RTC ruled that: 1) the ruling of the MTC was supported by the facts on record; 2) although the respondent failed to submit his position paper and the affidavits of his witnesses, the MTC correctly rendered its decision on the basis of the pleadings submitted by the parties, as well as the evidence on record; 3) the petitioner failed to show enough reason to reverse the MTC's decision. The court further declared that its decision was immediately executory, without prejudice to any appeal the parties may take.

The petitioner filed a Motion for Reconsideration and/or for New Trial on March 3, 1998.[31] The petitioner argued that the appealed MTC decision was not supported by any evidence, and that the respondent failed to substantiate the allegations of his complaint and to discharge the burden of proving these allegations after the petitioner denied them in her Sagot. In effect, the petitioner argued that the allegations of the complaint should not have been the sole basis for the judgment since she filed an answer and denied the allegations in the complaint; the RTC should have also appreciated her position paper and the affidavit of her witnesses that, although filed late, were nevertheless not expunged from the records.

In her motion for a new trial, the petitioner argued that her failure to submit her position paper and the affidavits of her witnesses within the 10-day period was due to excusable negligence. She explained that she incurred delay because of the distance of some of her witnesses' residence. The petitioner alleged that she had a good and meritorious claim against the respondent, and that aside from her position paper and the affidavits of her witnesses, she would adduce receipts and other pieces of documentary evidence to establish the costs incurred in the demolition of the old house and the construction of the new one.

On April 28, 1998, the RTC granted the motion for reconsideration, and thus reversed its February 26, 1998 judgment, as well as the November 5, 1997 decision of the MTC. It noted that: 1) the MTC rendered its decision before the petitioner was able to file her position paper and the affidavit of her witnesses; 2) the rule on the timeliness of filing pleadings may be relaxed on equitable considerations; and 3) the denial of the petitioner's motion for reconsideration and/or new trial will result to a miscarriage of justice. Thus, believing that it was equitable to relax the rules on the timeliness of the filing of pleadings, the RTC remanded the case to the MTC for further proceedings, after giving the respondent the opportunity to submit his position paper and the affidavits of his witnesses. The fallo reads:

WHEREFORE, on considerations of equity and substantial justice, and in the light of Section 6, Rule 135 of the Rules of Court, the judgment of this Court dated February 26, 1998, as well as the Decision dated November 4, 1997 of the Lower Court in Civil Case No. 1305, are hereby both set aside. The lower court to which the records were heretofore remanded is hereby ordered to conduct further proceedings in this case, after giving the plaintiff-appellee an opportunity to file his position paper and affidavits of witnesses as required by Section 10, Rule 70, of the 1997 Rules of Civil Procedure. [Underscoring supplied.]

SO ORDERED.

On May 9, 1998, the petitioner challenged the order of remand through another motion for reconsideration.^[32] The petitioner argued that since the original action for unlawful detainer had already been elevated from the MTC to the RTC, the RSP no longer governed the disposal of the case. Before the RTC, the applicable rule is the Rules of Court, particularly Section 6 of Rule 37, which reads:

Sec. 6. Effect of granting of motion for new trial. - If a new trial is granted in accordance with the provisions of this Rule, the original judgment or final order shall be vacated, and the action shall stand for trial de novo; but the recorded evidence taken upon the former trial, in so far as the same is material and competent to establish the issues, shall be used at the new trial without retaking the same.

Thus, the RTC should have conducted a trial de novo instead of remanding the case to the MTC. The petitioner further argued that a remand to the court a quo may only be ordered under Section 8, Rule 40^[33] of the Rules of Court.

The RTC denied the motion noting that the petitioner missed the whole point of the reversal of the decision. First, the reversal was made in the interest of substantial justice and the RTC hewed more to the "spirit that vivifieth than to the letter that killeth,"^[34] and that "a lawsuit is best resolved on its full merits, unfettered by the stringent technicalities of procedure." The RTC further emphasized that a remand is not prohibited under the Rules of Court and that Section 6 of Rule 135 allows it:

Sec. 6. Means to carry jurisdiction into effect - When by law jurisdiction is conferred on a court or judicial officer, all auxiliary writs, processes and other means necessary to carry it into effect may be employed by such court or officer, and if the procedure to be followed in the exercise of such jurisdiction is not specifically pointed out by law or by these rules, any suitable process or mode of proceeding may be adopted which appears conformable to the spirit of said law or rules.

Second, Rule 40 governs appeals from the MTC to the RTC. Nowhere in Rule 40 is there a provision similar to Section 6 of Rule 37.

Third, Section 6 of Rule 37 contemplates a motion for new trial and for reconsideration filed before a trial court a quo. The RTC in this case was acting as an appellate court; the petitioner's motion for new trial and reconsideration was directed against the appellate judgment of the RTC, not the original judgment of the trial court.

Fourth, after Republic Act No. 6031 mandated municipal trial courts to record their proceedings, a trial de novo at the appellate level may no longer be conducted. The appellate courts may instead review the evidence and records transmitted to it by the trial court. Since the petitioner is asking the court to review the records of the MTC, inclusive of her position paper and the affidavits of her witnesses, it is also important to give the respondent an opportunity to file his position paper and the affidavits of his witnesses before the MTC renders a judgment. It is the MTC or the trial court that has the jurisdiction to do that.

THE CA'S DECISION

The CA affirmed the RTC in a decision promulgated on September 7, 2001.[35] The CA noted that the RTC's order of remand was not just based on equity and substantial justice, but was also based on law, specifically Section 6 of Rule 135. Thus, the CA ruled that the RTC did not err in remanding the case to the MTC and ordering the conduct of further proceedings after giving the respondent an opportunity to present his position paper and the affidavits of his witnesses. This ruling did not satisfy petitioner, giving way to the present petition.

THE PETITION

Before this Court, the petitioner alleges: 1) that the respondent made a request for the petitioner to vacate the subject property because his nearest of kin needed it; 2) that she was only going to vacate the premises if she were reimbursed the actual cost incurred in building the said house;[36] 3) that the case be decided on the basis of the entire record of the proceedings in the court of origin, including memoranda and briefs submitted by the parties, instead of being remanded to the MTC.

In his Comment[37] and Memorandum,[38] the respondent joins the petitioner's prayer for a ruling based on the records instead of remanding the case to the MTC. He prays that, as the MTC ruled, the petitioner be ordered to vacate the leased property, and that the petitioner's claim for reimbursement be denied. The respondent argues that the MTC correctly ruled on the basis of the parties' pleadings, the stipulation of facts during the preliminary conference, and the records of the proceedings.

ISSUES

The petitioner submits the following as the issue to be decided:

[W]hether under the Rules of Summary Procedure, the Regional Trial Court, as well as the Court of Appeals, may order the case remanded to the MTC after the plaintiff, herein respondent, failed to submit evidence in support of his complaint because his Position Paper, affidavit of witnesses and evidence, were not submitted on time and the extension of time to file the same was denied because it is prohibited under the Rules on Summary Procedure.[39]

which we break down into the following sub-issues: 1) whether a remand is proper; 2) whether the Court should appreciate the petitioner's position paper and the affidavits of her witnesses; and 3) whether the complaint for unlawful detainer should be dismissed.

THE COURT'S RULING

The petition is partly meritorious.

Remand Not Necessary

We find that a remand of the case to the lower courts is no longer necessary, given the pleadings and submissions filed, and the records of the proceedings below. A remand would delay the overdue resolution of this case (originally filed with the MTC on April 16, 1997), and would run counter to the spirit and intent of the RSP.[40]

Petitioner's Position Paper and the
Affidavits of Her Witnesses Cannot
Be Admitted

Should the Court admit the petitioner's position paper and the affidavits of her witnesses attached to her Kahilingan?

The intent and terms of the RSP both speak against the liberality that the petitioner sees. By its express terms, the purpose of the RSP is to "achieve an expeditious and inexpensive determination" of the cases they cover, among them, forcible entry and unlawful detainer cases.[41] To achieve this objective, the RSP expressly prohibit certain motions and pleadings that could cause delay, among them, a motion for extension of time to file pleadings, affidavits or any other paper. If the extension for the filing of these submissions cannot be allowed, we believe it illogical and incongruous to admit a pleading that is already filed late. Effectively, we would then allow indirectly what we prohibit to be done directly. It is for this reason that in *Don Tino Realty Development Corporation v. Florentino*,[42] albeit on the issue of late filing of an answer in a summary proceeding, we stated that "[t]o admit a late answer is to put a premium on dilatory measures, the very mischief that the rules seek to redress."

The strict adherence to the reglementary period prescribed by the RSP is due to the essence and purpose of these rules. The law looks with compassion upon a party who has been illegally dispossessed of his property. Due to the urgency presented by this situation, the RSP provides for an expeditious and inexpensive means of reinstating the rightful possessor to the enjoyment of the subject property.[43] This fulfills the need to resolve the ejectment case quickly. Thus, we cannot reward the petitioner's late filing of her position paper and the affidavits of her witnesses by admitting them now.

The failure of one party to submit his position paper does not bar at all the MTC from issuing a judgment on the ejectment complaint. Section 10 of the RSP states:

Section 10. Rendition of judgment. - Within thirty (30) days after receipt of the last affidavits and position papers, or the expiration of the period for filing the same, the court shall render judgment. [Underscoring supplied.]

However, should the court find it necessary to clarify certain material facts, it may, during the said period, issue an order specifying the matters to be clarified, and require the parties to submit affidavits or other evidence on the said matters within ten (10) days from receipt of said order. Judgment shall be rendered within fifteen (15) days after the receipt of the last affidavit or the expiration of the period for filing the same.

The court shall not resort to the foregoing procedure just to gain time for the rendition of the judgment.

Thus, the situation obtaining in the present case has been duly provided for by the Rules; it was correct to render a judgment, as the MTC did, after one party failed to file their position paper and supporting affidavits.

That a position paper is not indispensable to the court's authority to render judgment is further evident from what the RSP provides regarding a preliminary conference: "on the basis of the pleadings and the stipulations and admissions made by the parties, judgment may be rendered without the need for further proceedings, in which event the judgment shall be rendered within 30 days from the issuance of the order." [44] Thus, the proceedings may stop at that point, without need for the submission of position papers. In such a case, what would be extant in the record and the bases for the judgment would be the complaint, answer, and the record of the preliminary conference.

Unlawful detainer

The special civil action for unlawful detainer has the following essential requisites:

- 1) the fact of lease by virtue of a contract, express or implied;
- 2) the expiration or termination of the possessor's right to hold possession;
- 3) withholding by the lessee of possession of the land or building after the expiration or termination of the right to possess;

4) letter of demand upon lessee to pay the rental or comply with the terms of the lease and vacate the premises; and

5) the filing of the action within one year from the date of the last demand received by the defendant.[45]

Requisites 1, 4, and 5 have been duly established. The presence of the Contract of Lease is undisputed; the letter of demand was sent on February 3, 1997, and received by the petitioner on February 10, 1997; and the action was filed on April 16, 1997, well within the one-year period from the letter of demand. For our determination is whether the petitioner's right to possess the subject property may be terminated by virtue of her violation of the terms of the contract. If we answer in the affirmative, her continued detention of the property is illegal.

Section 1673(3) of the Civil Code answers this question by providing that the lessor may terminate the lease contract for violation of any of the conditions or terms agreed upon,[46] and may judicially eject the lessee.[47] One of the stipulated terms of the parties' Contract of Lease, as narrated above, is that no alterations may be made on the leased property without the knowledge and consent of the lessor. The issue in this case is beyond the fact of alteration since it is not disputed that the petitioner demolished the house under lease and built a new one. The crucial issue is whether the demolition was with or without the knowledge and consent of the respondent.

The petitioner contends that the Court should not give credence to the respondent's claim that he neither had knowledge of nor gave his consent to her acts. She argued that the respondent had the burden of proving this allegation with positive evidence after she frontally denied it in her answer. Since the respondent failed to discharge this burden, she argues that she no longer needed to prove her defense that the demolition and construction were done with the respondent's knowledge and consent.[48]

The petitioner's contention is misplaced.

First, the material allegations in a complaint must be specifically denied by the defendant in his answer. Section 10, Rule 8 of the 1997 Rules of Court, provides:

A defendant must specify each material allegation of fact the truth of which he does not admit and, whenever practicable, shall set forth the substance of the matters upon which he relies to support his denial. Where a defendant desires to deny only a part of an averment, he shall specify so much of it as is true and material and shall deny the remainder. Where a defendant is without knowledge or information sufficient to form a belief as to the truth of a material averment made in the complaint, he shall so state, and this shall have the effect of a denial.

Section 11, Rule 8 of the Rules of Court likewise provides that material allegations in the complaint which are not specifically denied, other than the amount of unliquidated damages, are deemed admitted. A denial made without setting forth the substance of the matters relied upon in support of the denial, even when to do so is practicable, does not amount to a specific denial.[49]

The petitioner's denial in her answer consists of the following:

- Maliban sa personal na katangian at tirahan ng nasasakdal, ay walang katutuhanan ang mga isinasakdal ng nagsasakdal;
- Na hindi lumabag sa kasunduan ng upahan ang nasasakdal;
- Na, ang pagpapagawa ng bahay na inuupahan ng nasasakdal ay sa kaalaman at kapahintulutan ng nagsasakdal at higit na gumanda at tumibay ang bahay ng nagsasakdal sa pamamagitan ng pagpapagawa ng nasasakdal; xxx[50]

We do not find this denial to be specific as the petitioner failed to set forth the substance of the matters in which

she relied upon to support her denial. The petitioner merely alleged that consent was given; how and why, she did not say. If indeed consent were given, it would have been easy to fill in the details. She could have stated in her pleadings that she verbally informed the respondent of the need for the repairs, or wrote him a letter. She could have stated his response, and how it was conveyed, whether verbally or in writing. She could have stated when the consent was solicited and procured. These, she failed to do. Ergo, the petitioner is deemed to have admitted the material allegations in the complaint.

Second, both parties failed to present evidence other than the allegations in their pleadings. Thus, the court may weigh the parties' allegations against each other. The petitioner presented a general denial, while the respondent set forth an affirmative assertion. This Court has time and again said that a general denial cannot be given more weight than an affirmative assertion.[51]

Damages recoverable in an unlawful
detainer action are limited to rentals
or reasonable compensation for the
use of the property

This Court has no jurisdiction to award the reimbursement prayed for by both parties. Both parties seek damages other than rentals or reasonable compensation for the use of the property, which are the only forms of damages that may be recovered in an unlawful detainer case.[52] Rule 70, Section 17 of the Rules of Court authorizes the trial court to order the award of an amount representing arrears of rent or reasonable compensation for the use and occupation of the premises if it finds that the allegations of the complaint are true.[53]

The rationale for limiting the kind of damages recoverable in an unlawful detainer case was explained in *Araos v. Court of Appeals*,[54] wherein the Court held that:

The rule is settled that in forcible entry or unlawful detainer cases, the only damage that can be recovered is the fair rental value or the reasonable compensation for the use and occupation of the leased property. The reason for this is that in such cases, the only issue raised in ejectment cases is that of rightful possession; hence, the damages which could be recovered are those which the plaintiff could have sustained as a mere possessor, or those caused by the loss of the use and occupation of the property, and not the damages which he may have suffered but which have no direct relation to his loss of material possession.

An action for reimbursement or for recovery of damages may not be properly joined with the action for ejectment. The former is an ordinary civil action requiring a full-blown trial, while an action for unlawful detainer is a special civil action which requires a summary procedure. The joinder of the two actions is specifically enjoined by Section 5 of Rule 2 of the Rules of Court, which provides:

Section 5. Joinder of causes of action. - A party may in one pleading assert, in the alternative or otherwise, as many causes of action as he may have against an opposing party, subject to the following conditions:

- (a) The party joining the causes of action shall comply with the rules on joinder of parties;
- (b) The joinder shall not include special civil actions or actions governed by special rules;
- (c) Where the causes of action are between the same parties but pertain to different venues or jurisdictions, the joinder may be allowed in the Regional Trial Court provided one of the causes of action falls within the jurisdiction of said court and the venue lies therein; and
- (d) Where the claims in all the causes of action are principally for recovery of money, the aggregate amount claimed shall be the test of jurisdiction. [Underscoring supplied.]

WHEREFORE, the petition is PARTIALLY GRANTED. The decision of the Court of Appeals in CA-G.R. No. SP-48534 is REVERSED AND SET ASIDE. The petitioner FLORAIDA TERANA and all persons claiming right under her are ordered to vacate and surrender possession of the subject property to the respondent ANTONIO SIMUANGCO. No costs.

SO ORDERED.

Tinga, Acting Chairperson, Austria-Martinez, Corona, and Velasco, Jr., JJ., concur.

**** Designated Acting Chairperson of the Second Division per Special Order No. 592 dated March 19, 2009.**

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

[2] Penned by Justice Cancio C. Garcia (retired member of this Court), with Justice Hilarion L. Aquino (also retired) and Justice Jose L. Sabio concurring; rollo, pp. 23-32.

[3] Id., pp. 34-35.

[4] Id., p. 149.

[5] Id., p. 150.

[6] Id., p. 150.

[7] CA rollo, p. 57.

[8] Id., p. 34.

[9] Ibid.

[10] Id.

[11] Id.

[12] Docketed as Civil Case No. 1305 and entitled Antonio B. Simuangco, versus Aida Terania,; CA rollo, pp. 33-36.

[13] Id., p. 34.

[14] Id., p. 35.

[15] Rollo, p. 25.

[16] CA rollo, pp. 37-39.

[17] In her "Sagot," the petitioner alleged that the house was already 20 years old. However, in other parts of the record, she alleged that the structure was only 10 years old.

[18] CA rollo, p. 38.

[19] Id., pp. 40-41.

[20] Id., pp. 40-41.

[21] Ibid.

[22] CA rollo, p. 59

[23] Id., , pp. 54-59.

[24] Petitioners' Motion for Extension of Time to File Position Paper was denied by the MTC in its Order dated October 28, 1997.

[25] CA rollo, p. 59.

[26] Id., p.43

[27] Id., pp.44-52

[28] Id., p.53.

[29] Id., p. 60.

[30] Id., pp. 67-74.

[31] Id., pp. 75-83.

[32] Id., pp. 84-86.

[33] []Rule 40 provides for the manner of appeal from the MTC to the RTC. The rule reads:

Sec. 8. Appeal from orders dismissing case without trial; lack of jurisdiction. - If an appeal is taken from an order of the lower court dismissing the case without a trial on the merits, the Regional Trial Court may affirm or reverse it, as the case may be. In case of affirmance and the ground of dismissal is lack of jurisdiction over the subject matter, the Regional Trial Court, if it has jurisdiction thereover, shall try the case on the merits as if the case was originally filed with it. In case of reversal, the case shall be remanded for further proceedings.

If the case was tried on the merits by the lower court without jurisdiction over the subject matter, the Regional Trial Court on appeal shall not dismiss the case if it has original jurisdiction thereof, but shall decide the case in accordance with the preceding section, without prejudice to the admission of amended pleadings and additional evidence in the interest of justice.

[34] CA rollo, p. 28.

[35] Rollo, pp. 24-33.

[36] Ibid, p. 129.

[37] Id., pp. 102-109.

[38] Id., pp. 147-155.

[39] Id., p. 131.

[40] RSP, Preambulatory clause.

[41] Id., Rule I, Section 1 (A) (1).

[42] G.R. No. 134222, September 10, 1999, 314 SCRA 197.

[43] Tubiano v. Razo, G. R. No. 132598, July 13, 2000, 335 SCRA 531.

[44] RSP, Rule II, Section 8(3); see also RULES OF COURT, Rule 70, Section 9 (3).

[45] Pasricha v. Don Luis Disson Realty, Inc., G.R. No. 136409, March 14, 2008, 22 SCRA 215.

[46] [] Ramos v. Court of Appeals, G.R. No. 119872, July 7, 1997, 275 SCRA 167.

[47] Dayao v. Shell Company of the Philippines, G.R. No. L-32475, April 30, 1980, 97 SCRA 497; Puahay Lao v. Suarez, G.R. No. L-22468, 22 SCRA 215, January 29, 1968, 22 SCRA 215.

[48] Rollo, p. 131.

[49] Republic of the Philippines v. Southside Homeowners Association, Inc. et al., G.R. Nos. 156951 and 173408, September 22, 2006, 502 SCRA 587. See generally: Republic of the Philippines v. Sandiganbayan, G.R. No. 152154, July 15, 2003, 406 SCRA 190.

[50] CA rollo, p. 37.

[51] See generally Arboleda v. NLRC, G.R. No. 119509, February 11, 1999, 303 SCRA 38; Caca v. Court of Appeals, G.R. No. 116962, July 7, 1997, 275 SCRA 123.

[52] Araos v. Court of Appeals, G.R. No. 107057. June 2, 1994, 232 SCRA 770; See also Herrera v. Bollos, G.R. No. 138258, January 18, 2002, 374 SCRA 107

[53] RULES OF COURT, Rule 70, Section 17 provides:

Sec. 17. Judgment. - If after trial the court finds that the allegations of the complaint are true, it shall render judgment in favor of the plaintiff for the restitution of the premises, the sum justly due as arrears of rent or as reasonable compensation for the use and occupation of the premises, attorney's fees and costs. If it finds that said allegations are not true, it shall render judgment for the defendant to recover his costs. If a counterclaim is established, the court shall render judgment for the sum found in arrears from either party and award costs as justice requires.

[54] Supra note 52.

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