

SOLID HOMES, INC., PETITIONER, VS. EVELINA LASERNA AND GLORIA CAJIPE, REPRESENTED BY PROCESO F. CRUZ, RESPONDENTS.

G.R. No. 166051. April 08, 2008

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This is a Petition for Review on Certiorari under Rule 45 of the 1997 Revised Rules of Civil Procedure seeking to annul, reverse and set aside (1) the Decision[1] dated 21 July 2004 of the Court of Appeals in CA-G.R. SP No. 82153, which denied and dismissed the Petition filed before it by the petitioner for lack of merit; and (2) the Resolution[2] dated 10 November 2004 of the same court, which denied the petitioner's Motion for Reconsideration.

The factual antecedents of this case are as follows:

On 1 April 1977, respondents Evelina Laserna and Gloria Cajipe, represented by their attorney-in-fact, Proceso F. Cruz, as buyers, entered into a Contract to Sell[3] with petitioner Solid Homes, Inc. (SHI), a corporation engaged in the development and sale of subdivision lots, as seller. The subject of the said Contract to Sell was a parcel of land located at Lot 3, Block I, Phase II, Loyola Grand Villas, Quezon City, with a total area of 600 square meters, more or less. The total contract price agreed upon by the parties for the said parcel of land was P172,260.00, to be paid in the following manner: (1) the P33,060.00 down payment should be paid upon the signing of the contract; and (2) the remaining balance of P166,421.88[4] was payable for a period of three years at a monthly installment of P4,622.83 beginning 1 April 1977. The respondents made the down payment and several monthly installments. When the respondents had allegedly paid 90% of the purchase price, they demanded the execution and delivery of the Deed of Sale and the Transfer Certificate of Title (TCT) of the subject property upon the final payment of the balance. But the petitioner did not comply with the demands of the respondents.

The respondents whereupon filed against the petitioner a Complaint for Delivery of Title and Execution of Deed of Sale with Damages, dated 28 June 1990, before the Housing and Land Use Regulatory Board (HLURB). The same was docketed as HLURB Case No. REM-073090-4511. In their Complaint, respondents alleged that as their outstanding balance was only P5,928.18, they were already demanding the execution and delivery of the Deed of Sale and the TCT of the subject property upon final payment of the said amount. The petitioner filed a Motion to Admit Answer,[5] together with its Answer[6] dated 17 September 1990, asserting that the respondents have no cause of action against it because the respondents failed to show that they had complied with their obligations under the Contract to Sell, since the respondents had not yet paid in full the total purchase price of the subject property. In view of the said non-payment, the petitioner considered the Contract to Sell abandoned by the respondents and rescinded in accordance with the provisions of the same contract.

On 7 October 1992, HLURB Arbiter Gerardo L. Dean rendered a Decision[7] denying respondents' prayer for the issuance of the Deed of Sale and the delivery of the TCT. He, however, directed the petitioner to execute and

deliver the aforesaid Deed of Sale and TCT the moment that the purchase price is fully settled by the respondents. Further, he ordered the petitioner to cease and desist from charging and/or collecting fees from the respondents other than those authorized by Presidential Decree (P.D.) No. 957[8] and similar statutes.[9]

Feeling aggrieved, the petitioner appealed[10] the aforesaid Decision to the HLURB Board of Commissioners. The case was then docketed as HLURB Case No. REM-A-1298.

On 10 August 1994, the HLURB Board of Commissioners rendered a Decision,[11] modifying the 7 October 1992 Decision of HLURB Arbiter Dean. The decretal portion of the Board's Decision reads:

WHEREFORE, in view of the foregoing, the [D]ecision of [HLURB] Arbiter Gerardo Dean dated 07 October 1992 is hereby MODIFIED to read as follows:

- [Herein respondent][12] is hereby directed to pay the balance of P11,585.41 within the (sic) thirty (30) days from finality of this [D]ecision.
- [Herein petitioner] is hereby directed to execute the necessary deed of sale and deliver the TCT over the subject property immediately upon full payment.
- [Petitioner] is hereby directed to cease and desist from charging and/or collecting fees other than those authorized by P.D. 957 and other related laws. [13] (Emphasis supplied).

Petitioner remained unsatisfied with the Decision of the HLURB Board of Commissioners, thus, it appealed the same before the Office of the President, wherein it was docketed as O.P. Case No. 5919.

After evaluating the established facts and pieces of evidence on record, the Office of the President rendered a Decision[14] dated 10 June 2003, affirming in toto the 10 August 1994 Decision of the HLURB Board of Commissioners. In rendering its Decision, the Office of the President merely adopted by reference the findings of fact and conclusions of law contained in the Decision of the HLURB Board of Commissioners.

Resultantly, petitioner moved for the reconsideration[15] of the 10 June 2003 Decision of the Office of the President. However, in an Order[16] dated 9 December 2003, the Office of the President denied the same.

The petitioner thereafter elevated its case to the Court of Appeals by way of Petition for Review under Rule 43[17] of the 1997 Revised Rules of Civil Procedure, docketed as CA-G.R. SP No. 82153, raising the following issues, to wit: (1) the Honorable Office of the President seriously erred in merely adopting by reference the findings and conclusions of the HLURB Board of Commissioners in arriving at the questioned [D]ecision; and (2) the Honorable Office of the President seriously erred in not dismissing the complaint for lack of cause of action.[18]

On 21 July 2004, the appellate court rendered a Decision denying due course and dismissing the petitioner's Petition for Review for lack of merit, thus affirming the Decision of the Office of the President dated 10 June 2003, viz:

WHEREFORE, in view of the foregoing, the instant [P]etition is hereby DENIED DUE COURSE and DISMISSED for lack of merit.[19] (Emphasis supplied).

Petitioner moved for reconsideration of the aforesaid Decision but, it was denied by the Court of Appeals in a Resolution dated 10 November 2004.

Hence, this Petition.

Petitioner raises the following issues for this Court's resolution:

- WHETHER OR NOT THE [HONORABLE] COURT OF APPEALS SERIOUSLY ERRED IN HOLDING THAT THE DECISION OF THE OFFICE OF THE PRESIDENT, WHICH MERELY ADOPTS BY REFERENCE THE FINDINGS AND CONCLUSIONS OF THE BOARD OF COMMISSIONERS OF THE [HLURB], IS IN ACCORDANCE WITH THE MANDATE OF THE CONSTITUTION THAT THE DECISION SHOULD BE BASED ON THE FINDINGS OF FACTS AND LAW TO ARRIVE AT A DECISION; AND

- WHETHER OR NOT THE [HONORABLE] COURT OF APPEALS SERIOUSLY ERRED IN NOT REVERSING THE DECISION OF THE OFFICE OF THE PRESIDENT CONSIDERING THAT THE COMPLAINT OF THE RESPONDENTS LACKS CAUSE OF ACTION.[20]

In its Memorandum,[21] the petitioner alleges that the Decision of the Office of the President, as affirmed by the Court of Appeals, which merely adopted by reference the Decision of the HLURB Board of Commissioners, without a recitation of the facts and law on which it was based, runs afoul of the mandate of Section 14, Article VIII of the 1987 Philippine Constitution which provides that: “No decision shall be rendered by any court without expressing therein clearly and distinctly the facts and law on which it is based.” The Office of the President, being a government agency, should have adhered to this principle.

Petitioner further avers that a full exposition of the facts and the law upon which a decision was based goes to the very essence of due process as it is intended to inform the parties of the factual and legal considerations employed to support a decision. The same was not complied with by the Office of the President when it rendered its one-page Decision dated 10 June 2003. Without a complete statement in the judgment of the facts proven, it is not possible to pass upon and determine the issues in the case, inasmuch as when the facts are not supported by evidence, it is impossible to administer justice to apply the law to the points argued, or to uphold the rights of the litigant who has the law on his side.

Lastly, petitioner argues that the Complaint filed against it by the respondents stated no cause of action because the respondents have not yet paid in full the purchase price of the subject property. The right of action of the respondents to file a case with the HLURB would only accrue once they have fulfilled their obligation to pay the balance of the purchase price for the subject property. Hence, the respondents’ Complaint against the petitioner should have been dismissed outright by the HLURB for being prematurely filed and for lack of cause of action.

The Petition is unmeritorious.

The constitutional mandate that, “no decision shall be rendered by any court without expressing therein clearly and distinctly the facts and the law on which it is based,”[22] does not preclude the validity of “memorandum decisions,” which adopt by reference the findings of fact and conclusions of law contained in the decisions of inferior tribunals.[23] In fact, in *Yao v. Court of Appeals*,[24] this Court has sanctioned the use of “memorandum decisions,” a specie of succinctly written decisions by appellate courts in accordance with the provisions of Section 40,[25] B.P. Blg. 129, as amended,[26] on the grounds of expediency, practicality, convenience and docket status of our courts. This Court likewise declared that “memorandum decisions” comply with the constitutional mandate.[27]

This Court found in *Romero v. Court of Appeals*[28] that the Court of Appeals substantially complied with its constitutional duty when it adopted in its Decision the findings and disposition of the Court of Agrarian Relations in this wise:

“We have, therefore, carefully reviewed the evidence and made a re-assessment of the same, and We are persuaded, nay compelled, to affirm the correctness of the trial court’s factual findings and the soundness of its conclusion. For judicial convenience and expediency, therefore, We hereby adopt, by way of reference, the

findings of facts and conclusions of the court a quo spread in its decision, as integral part of this Our decision.”
(Underscoring supplied)

In *Francisco v. Permskul*,^[29] this Court similarly held that the following memorandum decision of the Regional Trial Court (RTC) of Makati City did not transgress the requirements of Section 14, Article VIII of the 1997 Philippine Constitution:

“MEMORANDUM DECISION

After a careful perusal, evaluation and study of the records of this case, this Court hereby adopts by reference the findings of fact and conclusions of law contained in the decision of the Metropolitan Trial Court of Makati, Metro Manila, Branch 63 and finds that there is no cogent reason to disturb the same.

“WHEREFORE, judgment appealed from is hereby affirmed in toto.” (Underscoring supplied.)

Hence, incorporation by reference is allowed if only to avoid the cumbersome reproduction of the decision of the lower courts, or portions thereof, in the decision of the higher court.^[30]

However, also in *Permskul*,^[31] this Court laid down the conditions for the validity of memorandum decisions, to wit:

The memorandum decision, to be valid, cannot incorporate the findings of fact and the conclusions of law of the lower court only by remote reference, which is to say that the challenged decision is not easily and immediately available to the person reading the memorandum decision. For the incorporation by reference to be allowed, it must provide for direct access to the facts and the law being adopted, which must be contained in a statement attached to the said decision. In other words, the memorandum decision authorized under Section 40 of B.P. Blg. 129 should actually embody the findings of fact and conclusions of law of the lower court in an annex attached to and made an indispensable part of the decision.

It is expected that this requirement will allay the suspicion that no study was made of the decision of the lower court and that its decision was merely affirmed without a proper examination of the facts and the law on which it is based. The proximity at least of the annexed statement should suggest that such an examination has been undertaken. It is, of course, also understood that the decision being adopted should, to begin with, comply with Article VIII, Section 14 as no amount of incorporation or adoption will rectify its violation.

The Court finds necessary to emphasize that the memorandum decision should be sparingly used lest it become an addictive excuse for judicial sloth. It is an additional condition for the validity that this kind of decision may be resorted to only in cases where the facts are in the main accepted by both parties and easily determinable by the judge and there are no doctrinal complications involved that will require an extended discussion of the laws involved. The memorandum decision may be employed in simple litigations only, such as ordinary collection cases, where the appeal is obviously groundless and deserves no more than the time needed to dismiss it.

x x x x

Henceforth, all memorandum decisions shall comply with the requirements herein set forth both as to the form prescribed and the occasions when they may be rendered. Any deviation will summon the strict enforcement of Article VIII, Section 14 of the Constitution and strike down the flawed judgment as a lawless disobedience.^[32]

In the case at bar, we quote verbatim the Decision dated 10 June 2003 of the Office of the President which adopted by reference the Decision dated 10 August 1994 of the HLURB Board of Commissioners:

This resolves the appeal filed by [herein petitioner] Solid Homes, Inc. from the [D]ecision of the [HLURB] dated [10 August 1994].

After a careful study and thorough evaluation of the records of the case, this Office is convinced by the findings of the HLURB, thus we find no cogent reason to depart from the assailed [D]ecision. Therefore, we hereby adopt by reference the findings of fact and conclusions of law contained in the aforesaid [D]ecision, copy of which is hereto attached as “Annex A.”

WHEREFORE, premises considered, judgment appealed from is hereby AFFIRMED in toto.[33] (Emphasis supplied).

It must be stated that Section 14, Article VIII of the 1987 Constitution need not apply to decisions rendered in administrative proceedings, as in the case a bar. Said section applies only to decisions rendered in judicial proceedings. In fact, Article VIII is titled “Judiciary,” and all of its provisions have particular concern only with respect to the judicial branch of government. Certainly, it would be error to hold or even imply that decisions of executive departments or administrative agencies are oblige to meet the requirements under Section 14, Article VIII.

The rights of parties in administrative proceedings are not violated as long as the constitutional requirement of due process has been satisfied.[34] In the landmark case of *Ang Tibay v. CIR*, we laid down the cardinal rights of parties in administrative proceedings, as follows:

1)

The right to a hearing, which includes the right to present one’s case and submit evidence in support thereof.

2)

The tribunal must consider the evidence presented.

3)

The decision must have something to support itself.

4)

The evidence must be substantial.

5)

The decision must be rendered on the evidence presented at the hearing, or at least contained in the record and disclosed to the parties affected.

6)

The tribunal or body or any of its judges must act on its or his own independent consideration of the law and facts of the controversy and not simply accept the views of a subordinate in arriving at a decision.

7)

The board or body should, in all controversial question, render its decision in such a manner that the parties to the proceeding can know the various issues involved, and the reason for the decision rendered.[35]

As can be seen above, among these rights are “the decision must be rendered on the evidence presented at the hearing, or at least contained in the record and disclosed to the parties affected;” and that the decision be rendered “in such a manner that the parties to the proceedings can know the various issues involved, and the reasons for the decisions rendered.” Note that there is no requirement in *Ang Tibay* that the decision must express clearly and distinctly the facts and the law on which it is based. For as long as the administrative decision is grounded on evidence, and expressed in a manner that sufficiently informs the parties of the factual and legal bases of the

decision, the due process requirement is satisfied.

At bar, the Office of the President apparently considered the Decision of HLURB as correct and sufficient, and said so in its own Decision. The brevity of the assailed Decision was not the product of willing concealment of its factual and legal bases. Such bases, the assailed Decision noted, were already contained in the HLURB decision, and the parties adversely affected need only refer to the HLURB Decision in order to be able to interpose an informed appeal or action for certiorari under Rule 65.

However, it bears observation that while decisions of the Office of the President need not comply with the constitutional requirement imposed on courts under Section 14, Article VIII of the Constitution, the Rules of Court may still find application, although suppletory only in character and apply only whenever practicable and convenient. There is no mandate that requires the application of the Rules of Court in administrative proceedings.

Even assuming *arguendo* that the constitutional provision invoked by petitioner applies in the instant case, the decision of the OP satisfied the standards set forth in the case of *Permskul*.

Firstly, the Decision of the Office of the President readily made available to the parties a copy of the Decision of the HLURB Board of Commissioners, which it adopted and affirmed in toto, because it was attached as an annex to its Decision.

Secondly, the findings of fact and conclusions of law of the HLURB Board of Commissioners have been embodied in the Decision of the Office of the President and made an indispensable part thereof. With the attachment of a copy of the Decision of the HLURB Board of Commissioners to the Decision of the Office of the President, the parties reading the latter can also directly access the factual and legal findings adopted from the former. As the Court of Appeals *rationed* in its Decision dated 21 July 2004, “the facts narrated and the laws concluded in the Decision of the HLURB Board of Commissioners should be considered as written in the Decision of the Office of the President. It was still easy for the parties to determine the facts and the laws on which the decision were based. Moreover, through the attached decision, the parties could still identify the issues that could be appealed to the proper tribunal.”[36]

Thirdly, it was categorically stated in the Decision of the Office of the President that it conducted a careful study and thorough evaluation of the records of the present case and it was fully convinced as regards the findings of the HLURB Board of Commissioners.

And lastly, the facts of the present case were not contested by the parties and it can be easily determined by the hearing officer or tribunal. Even the respondents admitted that, indeed, the total purchase price for the subject property has not yet been fully settled and the outstanding balance is yet to be paid by them. In addition, this case is a simple action for specific performance with damages, thus, there are neither doctrinal complications involved in this case that will require an extended discussion of the laws involved.

Accordingly, based on close scrutiny of the Decision of the Office of the President, this Court rules that the said Decision of the Office of the President fully complied with both administrative due process and Section 14, Article VIII of the 1987 Philippine Constitution.

The Office of the President did not violate petitioner’s right to due process when it rendered its one-page Decision. In the case at bar, it is safe to conclude that all the parties, including petitioner, were well-informed as to how the Decision of the Office of the President was arrived at, as well as the facts, the laws and the issues involved therein because the Office of the President attached to and made an integral part of its Decision the Decision of the HLURB Board of Commissioners, which it adopted by reference. If it were otherwise, the petitioner would not have been able to lodge an appeal before the Court of Appeals and make a presentation of its

arguments before said court without knowing the facts and the issues involved in its case.

This Court also quotes with approval the following declaration of the Court of Appeals in its Decision on the alleged violation of petitioner's right to due process:

The contention of the [herein] petitioner that the said [D]ecision runs afoul to the Constitutional provision on due process cannot be given credence. The case already had gone through the Offices of the HLURB Arbiter and the Board of Commissioners where petitioner was given the opportunity to be heard and present its evidence, before the case reached the Office of the President which rendered the assailed [D]ecision after a thorough evaluation of the evidence presented. What is important is that the parties were given the opportunity to be heard before the [D]ecision was rendered. To nullify the assailed [D]ecision would in effect be a violation of the Constitution because it would deny the parties of the right to speedy disposition of cases.[37]

Petitioner's assertion that respondents' complaint filed with the HLURB lacked a cause of action deserves scant consideration.

Section 7 of the 1987 HLURB Rules of Procedure states that:

Section 7. Dismissal of the Complaint or Opposition. – The Housing and Land Use Arbiter (HLA) to whom a complaint or opposition is assigned may immediately dismiss the same for lack of jurisdiction or cause of action. (Emphasis supplied).

It is noticeable that the afore-quoted provision of the 1987 HLURB Rules of Procedure used the word "may" instead of "shall," meaning, that the dismissal of a complaint or opposition filed before the HLURB Arbiter on the ground of lack of jurisdiction or cause of action is simply permissive and not directive. The HLURB Arbiter has the discretion of whether to dismiss immediately the complaint or opposition filed before him for lack of jurisdiction or cause of action, or to still proceed with the hearing of the case for presentation of evidence. HLURB Arbiter Dean in his Decision explained thus:

This Office is well aware of instances when complainants/petitioners fail, through excusable negligence, to incorporate every pertinent allegations (sic) necessary to constitute a cause of action. We will not hesitate to go outside of the complaint/petition and consider other available evidences if the same is necessary to a judicious, speedy, and inexpensive settlement of the issues laid before us or when there are reasons to believe that the [com]plaints are meritorious. "Administrative rules should be construed liberally in order to PROMOTE THEIR OBJECT AND ASSIST THE PARTIES IN OBTAINING A JUST, SPEEDY AND INEXPENSIVE DETERMINATION OF THEIR RESPECTIVE CLAIMS AND DEFENSES" (Mangubat vs. de Castro, 163 SCRA 608).[38] (Emphasis supplied).

Given the fact that the respondents have not yet paid in full the purchase price of the subject property so they have yet no right to demand the execution and delivery of the Deed of Sale and the TCT, nevertheless, it was still within the HLURB Arbiter's discretion to proceed hearing the respondents' complaint in pursuit of a judicious, speedy and inexpensive determination of the parties' claims and defenses.

Furthermore, the Court of Appeals already sufficiently addressed the issue of lack of cause of action in its Decision, viz:

The Offices below, instead of dismissing the complaint because of the clear showing that there was no full payment of the purchase price, decided to try the case and render judgment on the basis of the evidence presented. The complaint of the respondents does not totally lack cause of action because of their right against the cancellation of the contract to sell and the forfeiture of their payments due to non-payment of their monthly amortization.

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The HLURB Arbiter in his [D]ecision, stated that it is undisputed that the contract price is not yet fully paid. This was affirmed by the HLURB Board of Commissioners and the Office of the President. No less than the respondents admitted such fact when they contended that they are willing to pay their unpaid balance. Without full payment, the respondents have no right to compel the petitioner to execute the Deed of Sale and deliver the title to the property. xxx.

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Lastly, notwithstanding such failure to pay the monthly amortization, the petitioner cannot consider the contract as cancelled and the payments made as forfeited.

Section 24, PD 957 provides:

“Section 24. Failure to pay installments. - The rights of the buyer in the event of his failure to pay the installments due for reasons other than the failure of the owner or developer to develop the project shall be governed by Republic Act No. 6552. x x x.”

Section 4, RA 6552 or the Realty Installment Buyer Protection Act provides:

“Section 4. In case where less than two years of installments were paid, the seller shall give the buyer a grace period of not less than sixty days from the date the installment became due. If the buyer fails to pay the installments due at the expiration of the grace period, the seller may cancel the contract after thirty days from receipt by the buyer of the notice of cancellation or the demand for rescission of the contract by a notarial act.”

It is therefore clear from the above provisions that the petitioner cannot consider the [C]ontract to [S]ell as cancelled. The requirements above should still be complied with.[39] (Emphasis supplied).

Hence, during the hearing conducted by HLURB Arbiter Dean, it became apparent that respondents' cause of action against petitioner is not limited to the non-execution and non-delivery by petitioner of the Deed of Sale and TCT of the subject property, which is dependent on their full payment of the purchase price thereof; but also the wrongful rescission by the petitioner of the Contract to Sell. By virtue thereof, there is ample basis for HLURB Arbiter Dean not to dismiss respondents' complaint against petitioner and continue hearing and resolving the case.

As a final point. Based on the records of this case, respondents have tendered payment in the amount of P11,584.41,[40] representing the balance of the purchase price of the subject property, as determined in the 10 August 1994 Decision of the HLURB Board of Commissioners, and affirmed by both the Office of the President and the Court of Appeals. However, the petitioner, without any justifiable reason, refused to accept the same. In *Ramos v. Sarao*,[41] this Court held that tender of payment is the manifestation by debtors of their desire to comply with or to pay their obligation. If the creditor refuses the tender of payment without just cause, the debtors are discharged from the obligation by the consignation of the sum due. Consignation is made by depositing the proper amount with the judicial authority, before whom the tender of payment and the announcement of the consignation shall be proved. All interested parties are to be notified of the consignation. Compliance with these requisites is mandatory.[42] In the case at bar, after the petitioner refused to accept the tender of payment made by the respondents, the latter failed to make any consignation of the sum due. Consequently, there was no valid tender of payment and the respondents are not yet discharged from the obligation to pay the outstanding balance of the purchase price of the subject property.

Since petitioner did not rescind the Contract to Sell it executed with the respondents by a notarial act, the said Contract still stands. Both parties must comply with their obligations under the said Contract. As ruled by the HLURB Board of Commissioners, and affirmed by the Office of the President and the Court of Appeals, the respondents must first pay the balance of the purchase price of the subject property, after which, the petitioner

must execute and deliver the necessary Deed of Sale and TCT of said property.

WHEREFORE, premises considered, the instant Petition is hereby DENIED. Costs against the petitioner.

SO ORDERED.

Austria-Martinez, (Acting Chairperson), Tinga, Nachura, and Reyes, JJ., concur.

* Assigned as Special Member.

[1] Penned by Associate Justice Juan Q. Enriquez, Jr. with Associate Justices Salvador J. Valdez, Jr. and Vicente Q. Roxas, concurring, rollo, pp. 10-17.

[2] Id. at 20-21.

[3] Id. at 44-47.

[4] The remaining balance of P166,421.88 was inclusive of 12% interest rate per annum. The said 12% interest rate per annum was payable monthly to be included in the monthly amortization for a period of three years. Thus, the P4,622.83 monthly installments were already inclusive of the said interest [Section 1, Contract to Sell, rollo, p. 44].

[5] Id. at 48-49.

[6] Id. at 50.

[7] Penned by HLURB Arbiter Gerardo L. Dean, id. at 69-76.

[8] Otherwise known as “The Subdivision and Condominium Buyers’ Protective Decree.” It was signed into law on 12 July 1976.

[9] Rollo, p. 76.

[10] Id. at 77.

[11] Penned by Commissioner Luis T. Tungpalan, with Commissioner and Chief Executive Officer Ernesto C. Mendiola and Assistant Secretary, Department of Public Works and Highways (DPWH) Ex-Officio Commissioner Joel L. Altea, concurring, id. at 95-98.

[12] It should be “herein respondents” [the complainants below]. In the dispositive part of the Board’s Decision, what was written was “complainant is hereby...” But, a careful reading of the Board’s Decision would show that there was more than one complainant in the Complaint filed before the HLURB.

[13] Rollo, p. 98.

[14] Penned by Undersecretary Enrique D. Perez, id. at 99-103.

[15] Id. at 104-106.

[16] Id. at 107-108.

[17] Appeals from the Court of Tax Appeals and Quasi-judicial Agencies to the Court of Appeals.

[18] Rollo, p. 114.

[19] Id. at 17.

[20] Id. at 197-198.

[21] Id. at 191-206.

[22] Section 14, Article VIII of the 1987 Philippine Constitution.

[23] Oil and Natural Gas Commission v. Court of Appeals, G.R. No. 114323, 23 July 1998, 293 SCRA 26, 44.

[24] G.R. No. 132428, 24 October 2000, 344 SCRA 202.

[25] SEC. 40. Form of decision in appealed cases. – Every decision or final resolution of a court in appealed cases shall clearly and distinctly state the findings of fact and the conclusions of law on which it is based, which may be contained in the decision or final resolution itself, or adopted by reference from those set forth in the decision, order or resolution appealed from.

[26] Also known as “The Judiciary Reorganization Act of 1980.”

[27] Yao v. Court of Appeals, supra note 24 at 216.

[28] No. L-59606, 8 January 1987, 147 SCRA 183.

[29] G.R. No. 81006, 12 May 1989, 173 SCRA 324, 326.

[30] Oil and Natural Gas Commission v. Court of Appeals, supra note 23 at 44-45.

[31] Francisco v. Permskul, supra note 29 at 335-337.

[32] Yao v. Court of Appeals, supra note 24 at 217.

[33] Rollo, p. 99.

[34] Section 1, Article III of the 1987 Constitution.

[35] 69 Phil. 635 (1940).

[36] Id. at 14.

[37] Rollo, pp. 14-15.

[38] Id. at 72-73.

[39] Id. at 15-17.

[40] Id. at 231-232.

[41] G.R. No. 149756, 11 February 2005, 451 SCRA 103, 118-119.

[42] Id.

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