

JOVEN YUKI, JR., PETITIONER, VS. WELLINGTON CO, RESPONDENT.

G.R. No. 178527. November 27, 2009

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

The lessee-petitioner's attempt to hold on to the property subject of the instant unlawful detainer case, by resorting to fraudulent machinations such as refusing to receive the notices to vacate, must not be countenanced. His stubborn refusal to receive the notices to vacate should not prejudice the right of the lessor-respondent, to use and enjoy the fruits of his property.

This Petition for Review on Certiorari[1] assails the November 23, 2008 Decision[2] of the Court of Appeals (CA) in CA-G.R. SP No. 89228 granting respondent's Petition for Review[3] and setting aside the March 7, 2005 Decision[4] of the Regional Trial Court (RTC), Branch 14, Manila. The RTC reversed and set aside the Decision[5] dated September 21, 2004 of the Metropolitan Trial Court (MeTC), Branch 15, Manila, granting respondent's Complaint for unlawful detainer[6] and ordering petitioner to vacate the premises subject matter of this case.

Factual Antecedents

Mr. Joseph Chua was the registered owner of a parcel of land, together with a commercial building erected thereon, situated at the corner of España and Instruccion Sts., Sampaloc, Manila. In 1981, he leased a portion of the building to petitioner Joven Yuki, Jr., who put up a business therein under the name and style "Supersale Auto Supply." The contract of lease between Mr. Chua and petitioner had a term of five years but was not reduced into writing. Thereafter, the lease was renewed through a series of verbal and written agreements,[7] the last of which was a written Contract of Lease[8] covering the period of January 1, 2003 to December 31, 2003 at a monthly rental of P7,000.00.

In November 2003, Mr. Chua informed petitioner that he sold the property to respondent Wellington Co and instructed petitioner to thenceforth pay the rent to the new owner.

Proceedings before the Metropolitan Trial Court

After the expiration of the lease contract, petitioner refused to vacate and surrender the leased premises. Thus, respondent filed a Complaint for unlawful detainer[9] before the MeTC of Manila. The material allegations of the complaint read as follows:

x x x x

3. Plaintiff [herein respondent] is the registered owner of that parcel of land together with the building existing thereon situated at 2051 España St. cor. Instruccion St., Sampaloc, Manila. Plaintiff's title to said property is evidenced by the Transfer Certificate of Title No. 261682 of the Registry of Deeds of Manila, photocopy of which is attached hereto as Annex "A" and the tax declarations for the lot and improvement are attached hereto as Annexes "B" and "B-1", respectively;

x x x x

5. Prior to the sale of the lot and building by the previous owner to herein plaintiff, Joseph Chua sent a notice to defendant [herein petitioner] informing him that the property is for sale giving the defendant the opportunity to exercise his pre-emptive right. Copy of said Notice is attached hereto as Annex "D";

6. Defendant waived his right to exercise his pre-emptive right and the real property was eventually sold to herein plaintiff;

7. Plaintiff, being the new owner of the lot and building, informed defendant that his Contract of Lease with the former lessor-owner Joseph Chua will no longer be renewed as per letter dated November 3, 2003, copy of which was left at defendant's store, for his refusal to acknowledge the receipt of the same. A copy of said Notice is attached hereto and made an integral part hereof as Annex "E";

8. For failure and refusal of the defendant to vacate and surrender the leased unit to plaintiff, plaintiff's counsel in turn sent a formal demand upon defendant to vacate the leased premises within ten (10) days from receipt of the formal demand in view of the expiration of the contract of lease. Copy of said letter dated January 13, 2004 is attached hereto as Annex "F". A copy was sent by registered mail but defendant failed to claim the same as evidenced by the Certification from the Central Post Office, copy of which is attached hereto as Annex "G". Another copy of the same demand letter was personally served at defendant's address as attested by the sworn statement of Wilberto Co who served the said formal demand as well as the notice earlier sent by plaintiff. Copy of the Affidavit of Wilberto Co is attached hereto as Annex "H";

x x x x

Respondent prayed that petitioner's possession of subject premises be declared unlawful and that petitioner be ordered to vacate it. He also sought reasonable compensation for the use of the property until such time that it is surrendered to him and for the petitioner to pay him moral damages and attorney's fees.

In his Answer with Counterclaim,[10] petitioner denied having been served with copies of the alleged notice of sale and notice to vacate. By way of affirmative defenses, he claimed that the complaint should be dismissed for being premature as there was no allegation therein of prior referral to the barangay. Petitioner also asserted that since he was not notified by the former owner of the sale, he was deprived of his preemptive rights. Moreover, respondent has no cause of action against him because respondent is not the true owner of the property but merely acts as a representative of persons whom respondent refused to disclose. Further, petitioner argued that there was an implied renewal of lease considering that a) he did not receive a notice to vacate, b) the two months deposit and one month advance payment he gave to Mr. Chua were never returned to him, and c) respondent accepted his payments for the months of January and February 2004.

Petitioner also asserted that his property rights would be violated if he is evicted because he has been operating his business in the premises for more than 20 years and has established goodwill in the area. He thus proposed that he be compensated the amount of not less than P1 million or be allowed to dispose of his stocks within a reasonable period of time, before he vacates the premises.

On September 21, 2004, the MeTC-Branch 15 rendered a Decision[11] in favor of the respondent, the dispositive portion of which reads:

WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against the defendant ordering the defendant and all persons claiming right under him:

1. to VACATE and surrender the subject property peacefully to plaintiff;
2. to PAY the plaintiff reasonable compensation for the use and occupancy of the subject premises in the

amount of eight thousand (P8,000.00) pesos per month from January 1, 2004 until such time that he and all persons claiming rights under him have fully vacated the premises;

3. to PAY the plaintiff thirty thousand (P30,000.00) pesos as attorney's fees and litigation expenses.

SO ORDERED.[12]

Proceedings before the Regional Trial Court

In time, petitioner went on appeal to the RTC contending that -

- THE LOWER COURT ERRED WHEN IT RULED THAT THE PLAINTIFF-APPELLEE [herein respondent] HAD A CAUSE OF ACTION TO EVICT HEREIN DEFENDANT-APPELLANT [herein petitioner] FROM THE PREMISES.
- THE LOWER COURT ERRED WHEN IT RULED THAT THERE WAS NO IMPLIED NEW LEASE CREATED BY PLAINTIFF-APPELLEE'S ACCEPTANCE OF THE RENTALS MADE BY DEFENDANT-APPELLANT.
- THE LOWER COURT ERRED WHEN IT RULED THAT VALID NOTICE [TO] VACATE WAS SERVED UPON DEFENDANT-APPELLANT BY THE PLAINTIFF-APPELLEE.
- THE LOWER COURT GRAVELY ERRED WHEN IT RULED THAT DEFENDANT-APPELLANT WAS NOT DENIED HIS PREEMPTIVE RIGHT TO PURCHASE THE PROPERTY HE HAS BEEN OCCUPYING.
- THE LOWER COURT GRAVELY ERRED WHEN IT DENIED THE MOTION FOR CLARIFICATORY HEARING FILED BY DEFENDANT-APPELLANT AS WELL AS HAVING DENIED THE MOTION FOR VOLUNTARY INHIBITION.
- THE LOWER COURT ERRED WHEN IT AWARDED ATTORNEY'S FEES AMOUNTING TO THIRTY THOUSAND (P30,000.00) IN FAVOR OF PLAINTIFF-APPELLEE.

On March 7, 2005, the RTC-Branch 14 rendered a Decision[13] with the following disposition:

WHEREFORE, all premises considered, the Court finds and so holds preponderance of evidence on the part of the defendant-appellant. Accordingly, the Decision appealed from is hereby REVERSED, and the complaint for Unlawful Detainer is dismissed.

Finally, there is on record a defendant-appellant's Motion for Reconsideration as regards the amount of the supersedeas bond. By the dismissal of the case, the resolution thereof is thereby rendered moot and academic.

SO ORDERED.[14]

In reversing the ruling of the MeTC, the RTC found no proof on record that petitioner actually received the notice to vacate, thereby making the Complaint fatally defective. The RTC likewise opined that the resolution of the case hinges on the existence of implied new lease, a question which is incapable of pecuniary estimation and, therefore, beyond the MeTC's jurisdiction.

Proceedings before the Court of Appeals

Respondent filed with the CA a Petition for Review[15] under Rule 42 of the Rules of Court assailing the RTC Decision. On November 23, 2006, the CA promulgated the now assailed Decision[16] granting the petition. Its fallo reads:

WHEREFORE, the instant petition is hereby GRANTED. The Decision dated 7 March 2005 rendered by the

Regional Trial Court (RTC) of Manila, Branch 14 is SET ASIDE and the Decision dated 21 September 2004 of the Metropolitan Trial Court (MeTC) of Manila, Branch 15 is REINSTATED.

SO ORDERED.[17]

Issues

Petitioner interposed the present recourse imputing upon the CA the following errors:

- x x x THE COURT OF APPEALS COMMITTED GRAVE ERROR WHEN IT RULED NOT TO DISMISS THE PETITION INTERPOSED BY RESPONDENT AND INSTEAD PROCEEDED TO REVERSE THE DECISION DATED MARCH 7, 2005 OF THE REGIONAL TRIAL COURT, BRANCH 14 DESPITE RESPONDENT (THEN PETITIONER) HAVING FAILED TO COMPLY WITH THE PROCEDURAL REQUIREMENTS UNDER RULE 42 OF THE 1997 RULES OF CIVIL PROCEDURE.[18]

- THE COURT OF APPEALS ERRED WHEN IT FOUND ERRORS COMMITTED BY THE RTC IN REVERSING THE DECISION OF THE MTC.[19]

Our Ruling

The petition lacks merit.

The allegations in respondent's petition are supported by material portions of the record.

Petitioner contends that the Petition for Review[20] filed by the respondent with the CA is procedurally infirmed and that the appellate court should have outrightly dismissed the same. Specifically, petitioner points out that while respondent attached to the petition the parties' respective position papers, he failed to attach to said position papers the annexes thereto. This, petitioner insists, warrants the dismissal of respondent's petition per Section 2, Rule 42 of the Rules of Court,[21] in relation to Section 3[22] of the same Rule.

We do not agree. Section 2 of Rule 42 does not require that all the pleadings and documents filed before the lower courts must be attached as annexes to the petition. Aside from clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, it merely requires that the petition be accompanied by copies of pleadings and other material portions of the record as would support the allegations of the petition. As to what these pleadings and material portions of the record are, the Rules grants the petitioner sufficient discretion to determine the same. This discretion is of course subject to CA's evaluation whether the supporting documents are sufficient to make out a prima facie case.[23] Thus, Section 3 empowers the CA to dismiss the petition where the allegations contained therein are utterly bereft of evidentiary foundation. Since in this case the CA gave due course to respondent's Petition for Review and proceeded to decide it on the merits, it can be fairly assumed that the appellate court is satisfied that respondent has sufficiently complied with Section 2 of Rule 42.

Besides, our own examination of the CA rollo reveals that the annexes to the position papers can be found somewhere else in the petition. The annexes to the parties' respective position papers are the same annexes attached to the Complaint and the Answer. In fact, Annexes "A" to "H" of the Complaint respectively pertain to the same documents marked as Annexes "A" to "H" of respondent's Position Paper. And while respondent's Position Paper as attached to the petition does not contain any annexes, said annexes are nonetheless appended to the Complaint which is also attached to the petition.

The same is true with Annexes "1" to "6" of petitioner's Position Paper. Annexes "1", "2", and "3" are attached to the Petition for Review as Annexes "3", "4", and "5", respectively, of the Answer. Annex "4" of petitioner's Position Paper is the Contract of Lease marked as Annex "C" of the Complaint, while Annexes "5" and "6" are marked and attached as Annexes "1" and "2", respectively, of the Answer. To our mind, these are more than

substantial compliance with the requirements of the rules. Indeed, if we are to apply the rules of procedure in a very rigid and technical sense as what the petitioner suggests in this case, the ends of justice would be defeated. In *Lanaria v. Planta*,^[24] we emphasized that courts should not be so strict about procedural lapses that do not really impair the proper administration of justice, for rules of procedure are intended to promote, and not to defeat, substantial justice.^[25]

Allegations of implied new lease or tacita reconduccion cannot oust the MeTC of jurisdiction over unlawful detainer cases.

Petitioner also contends that the CA grievously erred in reversing the Decision of the RTC. He maintains that the RTC correctly held that the key issue to be resolved in this case is the existence of an implied new lease, a matter which is incapable of pecuniary estimation and, therefore, beyond the MeTC's jurisdiction.

The argument is bereft of merit. The allegation of existence of implied new lease or tacita reconduccion will not divest the MeTC of jurisdiction over the ejectment case. It is an elementary rule that the jurisdiction of the court in ejectment cases is determined by the allegations pleaded in the complaint^[26] and cannot be made to depend upon the defenses set up in the answer or pleadings filed by the defendant.^[27] This principle holds even if the facts proved during trial do not support the cause of action alleged in the complaint.^[28] In connection with this, it is well to note that in unlawful detainer cases the elements to be proved and resolved are the facts of lease and expiration or violation of its terms.^[29]

Here, no interpretative exercise is needed to conclude that respondent has complied with such requirement. In respondent's Complaint, he specifically alleged that (1) the former owner, Mr. Chua, and petitioner entered into a contract of lease; (2) subsequently, respondent purchased the leased premises from Mr. Chua and became the owner thereof; (3) thereafter, the lease contract between Mr. Chua and petitioner expired; and (4) petitioner refused to vacate the premises despite the expiration and non-renewal of the lease.

Besides, we do not agree with the RTC that the MeTC does not have jurisdiction to resolve the issue of existence of implied new lease in the unlawful detainer case. Tacita reconduccion refers to the right of the lessee to continue enjoying the material or de facto possession of the thing leased within a period of time fixed by law. During its existence, the lessee can prevent the lessor from evicting him from the disputed premises. On the other hand, it is too well-settled to require a citation that the question to be resolved in unlawful detainer cases is, who is entitled to de facto possession. Therefore, since tacita reconduccion is determinative of who between the parties is entitled to de facto possession, the MeTC has jurisdiction to resolve and pass upon the issue of implied new lease in unlawful detainer case. In *Mid-Pasig Land Development Corporation v. Court of Appeals*,^[30] we ruled that the MeTC is clothed with exclusive original jurisdiction over an unlawful detainer case even if the same would entail compelling the plaintiff therein to recognize an implied lease agreement.

Respondent did not acquiesce to petitioner's continued possession of subject premises.

Petitioner likewise claims that the RTC correctly held that there was no sufficient evidence on record that he received the alleged notice to vacate. While he admits that a notice to vacate is no longer necessary when the ground for unlawful detainer is the expiration of the lease, proof that he actually received said notice is still important in this case in view of his allegation of implied new lease. Citing Article 1670 of the Civil Code,^[31] petitioner contends that if at the expiration of the contract of lease the lessee continued to enjoy the leased property for 15 days with the acquiescence of the lessor, there is an implied new lease. In this case, the determination of whether or not his continued stay in the leased premises is with the acquiescence of the lessor hinges on whether or not he received the notice to vacate. And, as correctly found by the RTC, he did not receive any notice to vacate.

We are not swayed. Under Article 1670, an implied new lease will set in if it is shown that: (a) the term of the original contract of lease has expired; (b) the lessor has not given the lessee a notice to vacate; and (c) the lessee continued enjoying the thing leased for 15 days with the acquiescence of the lessor. This acquiescence may be inferred from the failure of the lessor to serve notice to vacate upon the lessee.[32]

In the instant case, however, the MeTC and the CA correctly found that there was a valid demand to vacate. Thus:

Prior to the sale of the property by previous owner Joseph Chua to herein plaintiff, defendant was formally notified by the previous owner in a letter dated September 1, 2003 (Annex "D" of Complaint, Records, p. 12) of his intention to sell the property but herein defendant failed to exercise his pre-emptive right to purchase the property.

Thus, the subject premises was sold to plaintiff who became the registered owner thereof as evidenced by TCT No. 261682 (Annex "A," Complaint, Records, p. 7). Plaintiff, as new owner/vendee, informed defendant through a letter dated November 3, 2003 (Annex "E," Complaint, Records, p. 13), even prior to the expiration of the contract that he will be needing the premises thus the contract will not be renewed or no contract will be executed, and directed defendant to vacate the premises by January 1, 2004. The said notice was sent by registered mail and by personal service. The notice sent by registered mail was returned to sender for failure of the defendant to claim the same at the post office. The unclaimed letter is attached to the plaintiff's position paper as Annex "F" (Records, p. 93). Despite notice given to him, defendant failed to vacate and a formal demand letter dated January 13, 2004 was served to him personally on January 21, 2004 which he refused to acknowledge that he received the same. A copy of that same letter was sent by registered mail but defendant refused to claim the same for which it was returned to sender. The unclaimed letter which was returned to sender is attached to the plaintiff's position paper as Annex "G-1" (Records, p. 96) and the certification from the post office attesting to the fact that defendant failed to claim the same is attached to the plaintiff's position paper as Annex "G" (Records, p. 95). The demand letter dated January 13, 2004 pertains to the premises presently occupied by defendant. The Contract of Lease (Annex "C," of Complaint, Records, pp. 10-11) which expired on December 31, 2003 speaks of only one (1) unit which is the subject matter of this case. Defendant failed to show that the portion being occupied by him which is the subject matter of this case is covered by another lease contract.

The Court therefore finds that there was a valid demand to vacate.[33]

This finding of the MeTC, which was affirmed by the CA, is a factual matter that is not ordinarily reviewable in a petition for review on certiorari filed under Rule 45 of the Rules of Court. It is settled that in a petition for review on certiorari, only questions of law may be raised by the parties and passed upon by this court.

Besides, even if we do review the case, there is no cogent reason to disturb the finding of said courts. Under the rules, if the addressee refuses to accept delivery, service by registered mail is deemed complete if the addressee fails to claim the mail from the postal office after five days from the date of first notice of the postmaster.[34] Further, the absence of personal service of notice to vacate in this case could only be attributed to petitioner's unexplainable refusal to receive the same. In *Co Keng Kian v. Intermediate Appellate Court*,^[35] we held that "[t]he Court cannot countenance an unfair situation where the plaintiff in an eviction case suffers further injustice by the unwarranted delay resulting from the obstinate refusal of the defendant to acknowledge the existence of a valid demand."

The formal demands to vacate sent to petitioner, coupled with the filing of an ejectment suit, are categorical acts on the part of respondent showing that he is not amenable to another renewal of the lease contract. Therefore, petitioner's contention that his stay in the subject premises is with the acquiescence of the respondent, has no leg to stand on.

Petitioner's alleged preferential right to buy subject premises has no basis.

In view of the above disquisition, petitioner's claim that he was deprived of his preemptive rights because he was not notified of the intended sale, likewise crumbles. Besides, the right of first refusal, also referred to as the preferential right to buy, is available to lessees only if there is a stipulation thereto in the contract of lease or where there is a law granting such right to them (i.e., Presidential Decree No. 1517 (1978),^[36] which vests upon urban poor dwellers^[37] who merely lease the house where they have been residing for at least ten years, preferential right to buy the property located within an area proclaimed as an urban land reform zone). Unlike co-owners and adjacent lot owners,^[38] there is no provision in the Civil Code which grants to lessees preemptive rights. Nonetheless, the parties to a contract of lease may provide in their contract that the lessee has the right of first refusal.

In this case, there is nothing in the Contract of Lease which grants petitioner preferential right to buy the subject premises. We are likewise unaware of any applicable law which vests upon him priority right to buy the commercial building subject matter of this case. In fact, aside from the sweeping statement that his preferential right to buy was violated, petitioner failed to cite in his Petition,^[39] Reply,^[40] or Memorandum^[41] any specific provision of a law granting him such right. In other words, petitioner failed to lay the basis for his claim that he enjoys a preferential right to buy.

And even assuming that he has, the same will not prevent the ejectment case filed by the respondent from taking its due course. A contract of sale entered into in violation of preemptive right is merely rescissible and the remedy of the aggrieved party whose right was violated is to file an appropriate action to rescind the sale and compel the owner to execute the necessary deed of sale in his favor. In *Wilmon Auto Supply Corp. v. Court of Appeals*,^[42] we categorically held that an action for unlawful detainer cannot be abated or suspended by an action filed by the defendant-lessee to judicially enforce his right of preemption.

WHEREFORE, the petition is DENIED.

SO ORDERED.

Carpio[*], (Chairperson), Leonardo-De Castro[**], Brion, and Abad, JJ., concur.

[*] Per Special Order No. 775 dated November 3, 2009.

[**] Additional member per Special Order No. 776 dated November 3, 2009.

[1] Rollo, pp. 11-27.

[2] Id. at 33-43; penned by Associate Justice Monina Arevalo-Zenarosa and concurred in by Associate Justices Martin S. Villarama, Jr. and Lucas P. Bersamin (both now members of this Court).

[3] CA rollo, pp. 2-32.

[4] Rollo, pp. 178-181; penned by Judge Cesar M. Solis.

[5] Id. at 131-138; penned by Judge Sarah Alma M. Lim.

[6] Id. at 44-49.

[7] A written contract of lease with a term of five years commencing in 1987 to 1992 (rollo, pp. 94-97), followed by verbal lease contract from 1993 to 1995. Then, petitioner and Mr. Chua entered into a one-year lease contract covering the period January 1996 to December 1996 (rollo, pp. 98-99) and another written contract of lease from

January 1, 1997 to December 30, 1997 (rollo, pp. 100-103). The last verbal contract between them has a term of five years commencing in 1998 until 2002.

[8] CA rollo, pp. 55-56.

[9] Supra note 6; docketed as Civil Case No. 177321.

[10] Rollo, pp. 58-66.

[11] Supra note 5.

[12] Id. at 138.

[13] Supra note 4.

[14] Id. at 181.

[15] Supra note 3.

[16] CA rollo, pp. 288-298.

[17] Rollo, p. 297.

[18] Id. at 433.

[19] Id. at 435.

[20] Supra note 3.

[21] SEC. 2. Form and contents. - The petition shall be filed in seven (7) legible copies, with the original copy intended for the court being indicated as such by the petitioner, and shall (a) state the full names of the parties to the case, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the specific material dates showing that it was filed on time; (c) set forth concisely a statement of the matters involved, the issues raised, the specification of errors of fact or law, or both, allegedly committed by the Regional Trial Court, and the reasons or arguments relied upon for the allowance of the appeal; (d) be accompanied by clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, certified correct by the clerk of court of the Regional Trial Court, the requisite number of plain copies thereof and of the pleadings and other material portions of the record as would support the allegations of the petition. x x x (Emphasis ours)

[22] SEC. 3. Effect of failure to comply with requirements. - The failure of the petitioner to comply with any of the foregoing requirements regarding the payment of the docket and other lawful fees, the deposit for costs, proof of service of the petition, and the contents of and the documents which should accompany the petition shall be sufficient ground for the dismissal thereof. (Emphasis ours)

[23] *Atillo v. Bombay*, 404 Phil. 179, 188 (2001).

[24] G.R. No. 172891, November 22, 2007, 538 SCRA 79, 97.

[25] *Navalta v. Muli*, G.R. No. 150642, October 23, 2006, 505 SCRA 66, 75.

[26] *Cajayon v. Batuyong*, G.R. No. 149118, February 16, 2006, 482 SCRA 461, 469.

[27] *Santos v. Sps. Ayon*, 497 Phil. 415, 420 (2005); *Roxas v. Court of Appeals*, 439 Phil. 966, 978-979 (2002).

[28] *Habagat Grill v. DMC-Urban Property Developer, Inc.*, 494 Phil. 603, 611(2005).

[29] CIVIL CODE OF THE PHILIPPINES, Article 1673(1); *Manuel v. Court of Appeals*, G.R. No. 95469, July 25, 1991, 199 SCRA 603, 608.

[30] 459 Phil. 560, 573 (2003).

[31] Art. 1670. If at the end of the contract the lessee should continue enjoying the thing leased for fifteen days with the acquiescence of the lessor, and unless a notice to the contrary by either party has previously been given, it is understood that there is an implied new lease, not for the period of the original contract, but for the time established in Articles 1682 and 1687. The other terms of the original contract shall be revived.

[32] *Arevalo Gomez Corporation v. Lao Hian Liong*, 232 Phil. 343, 348 (1987).

[33] *Rollo*, pp. 135-136.

[34] RULES OF COURT, Rule 13, Section 10.

[35] *Co Keng Kian v. Intermediate Appellate Court*, G.R. No. 75676, August 29, 1990, 189 SCRA 112, 116.

[36] URBAN LAND REFORM ACT. Section 6 thereof provides:

SECTION 6. Land Tenancy in Urban Land Reform Areas. Within the Urban Zones legitimate tenants who have resided on the land for ten years or more who have built their homes on the land and residents who have legally occupied the lands by contract, continuously for the last ten years shall not be dispossessed of the land and shall be allowed the right of first refusal to purchase the same within a reasonable time and at reasonable prices, under terms and conditions to be determined by the Urban Zone Expropriation and Land Management Committee created by Section 8 of this Decree.

[37] See *Inducil v. Tops Taxi, Inc.*, 497 Phil. 362 (2005).

[38] See CIVIL CODE OF THE PHILIPPINES, Book IV, Title VI, Chapter 7, Section 2.

[39] *Rollo*, pp. 11-27.

[40] *Id.* at 315-324.

[41] *Id.* at 429-444.

[42] G.R. No. 97637, April 10, 1992, 208 SCRA 108, 115.

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