

**SPOUSES RICARDO AND LOURDES CORTEZ, PETITIONERS, VS.
JUDGE SERAFIN E. CAMILON, PRESIDING JUDGE OF THE COURT OF
FIRST INSTANCE OF RIZAL, PASIG BRANCH VIII AND RECAREDO
CORONEL, R...**

G.R. No. 56135. September 29, 1983

Ponente: AQUINO, J.

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AQUINO, J.:

This is an appeal on a question of law under Republic Act No. 5440 from the decision of the Court of First Instance of Rizal, Pasig Branch VIII, ejecting the Cortez spouses from the apartment known as 4541-D Quintos Street, Makati, Metro Manila. The Court of First Instance affirmed the judgment of the Makati municipal court.

The ground for ejectment is the lessor's need of the apartment for the use of his daughter, Grace Coronel-Valdez, who is residing with her in-laws also on Quintos Street. We gave due course to the petition because of the tenants' contention that that ground for ejectment applies only to cases where the lease has expired and it cannot apply to the case of the Cortez spouses where the month-to-month lease did not expire and where ejectment based on that ground has been suspended.

The plausibility of that contention is more apparent than real. The Civil Code provides:

"ART. 1673. The lessor may judicially eject the lessee for any of the following causes:

- (1) When the period agreed upon, or that which is fixed for the duration of leases under articles 1682 and 1687, has expired;
- (2) Lack of payment of the price stipulated;
- (3) Violation of any of the conditions agreed upon in the contract;
- (4) When the lessee devotes the thing leased to any use or service not stipulated which causes the de-terioration thereof; or if he does not observe the re-quirement in No. 2 of article 1657, as regards the use thereof."

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"ART. 1687. If the period for the lease has not been fixed, it is understood to be from year to year, if the rent agreed upon is annual; from month to month, if it is monthly; from week to week, if the rent is weekly; and from day to day, if the rent is to be paid daily. However, even though a monthly rent is paid, and no period for the lease has been set, the courts may fix a longer term for the lease after the lessee has occupied the premises for over one year. If the rent is weekly, the courts may likewise determine a longer period after the lessee has been in possession for over six months. In case of daily rent, the courts may also fix a longer period after the lessee has stayed in the place for over one month."

Presidential Decree No. 20 (which amended Republic Act 6359 passed in 1971), as an act of social justice, froze

the rentals of the lower income group of persons at their 1972 levels. It provides:

"SEC. 4. Except when the lease is for a definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code of the Philippines insofar as they refer to dwelling unit or land on which another's dwelling is located shall be suspended until otherwise provided; but other provisions of the Civil Code and the Rules of Court of the Philippines on lease contracts, insofar as they are not in conflict with the provisions of this Act, shall apply".

Batas Pambansa Blg. 25 in 1979 specified the grounds for ejectment for tenants of residential units the total monthly rental of which does not exceed three hundred pesos (P300). It provides:

"SEC. 5. Grounds for Judicial Ejectment. - Ejectment shall be allowed on the following grounds:

x x x x x x x x

"c. Need of owner/lessor to repossess his property for his own use or for the use of any immediate member of his family as a residential unit, such owner or immediate member not being the owner of any other available residential unit: Provided, however, That the period of lease has expired; Provided, further, That the lessor has given the lessee notice three months in advance of the lessor's intention to repossess the property; and Provided, finally, That the owner/lessor or immediate member stays in the residential unit for at least one year, except for justifiable cause."

"SEC. 6. Application of the Civil Code and Rules of Court of the Philippines. - Except when the lease is for a definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code of the Philippines insofar as they refer to residential units covered by this Act shall be suspended during the effectivity of this Act, but other provisions of the Civil Code and the Rules of Court on lease contracts, insofar as they are not in conflict with the provisions of this Act, shall apply."

The Cortez spouses contend that, under the foregoing legal provisions, the landlord's need of the apartment for the use of an immediate member of his family is a ground for ejectment only when the lease contract is for a fixed period and it has expired. It does not apply to their month-to-month lease. (p. 12, Brief).

That contention is fallacious. Recaredo Coronel, the landlord, terminated the month-to-month lease of the Cortez spouses in his demand to vacate dated June 4, 1979 (Exh. A). The ejectment suit was filed in September, 1979.

The ground was not the expiration of the month-to-month lease. That cannot be a ground under Presidential Decree No. 20 and Batas Pambansa Blg. 25. The ground was the landlord's need of the apartment for his daughter's use. It is a legitimate ground.

WHEREFORE, the lower court's judgment is affirmed. No costs.

SO ORDERED.

Makasiar, (Chairman), Concepcion, Jr., Guerrero, Abad Santos, and Escolin, JJ., concur.
De Castro, J., on sick leave.

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