

DOMINADOR R. MIRANDA, PETITIONER, VS. HON. RODOLFO A. ORTIZ, JUDGE, COURT OF FIRST INSTANCE OF QUEZON CITY, BR. XXXI, AND CHARITO MALLARI, RESPONDENTS.

G.R. No. 59783. December 01, 1987

Ponente: NARVASA, J.

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NARVASA, J.:

The sole issue presented in the instant appeal is whether or not a verbal lease of an apartment unit where the rentals are paid monthly, may legally be terminated by notice at the end of any given month and consequently, the judicial eviction of the lessee from the premises may subsequently be effected on the conceded ground of personal need thereof by the lessor's son and his family. The question has already been answered in the affirmative by this Court, and the same answer will now be given.

In 1973 petitioner Miranda leased a unit of a three-door apartment belonging to him to private respondent Mallari, in consideration of a monthly rental of P200.00, which was later increased to P242.00. Their agreements were oral, and dealt only with the rental rates. The duration of the lease and other matters usually treated of in contracts of this nature were evidently never even discussed.

On May 31, 1979 Miranda sent a letter to Mallari asking her to vacate the apartment unit on or before September 1, 1979 because the former's married son and his family, who had been theretofore residing with him, having no dwelling unit of their own, could no longer be comfortably accommodated in his (Miranda's) own residence. The request was reiterated in a letter of Miranda's lawyer dated August 6, 1979.

But the deadline came and passed without Mallari vacating the premises. So on October 3, 1979, Miranda filed with the City Court a complaint for ejectment against Mallari, grounded on the personal need of Miranda's son, who had no dwelling unit of his own, of the apartment occupied by Mallari.¹ The City Court's verdict, promulgated on July 20, 1981, went against Miranda however. The Court ruled that Miranda could not repossess the subject apartment unit notwithstanding his married son's need to use the same as his dwelling because the verbal contract of lease with Mallari had not expired.

Miranda appealed to the Court of First Instance.² Again he was rebuffed. In its decision rendered on January 26, 1982, the Court, presided over by respondent Judge, affirmed that of the City Court in toto. The Court held that while there was real need by the petitioner to repossess the premises for his married son's use, this being set out in Section 5 (c) of Batas Pambansa Bilang 25 as a ground for the judicial ejectment of a lessee, the provision could not apply since the verbal lease did not prescribe a definite period and therefore could not be said to be terminable on notice at the end of every month; this was because Section 6 of the same batas pambansa had suspended the legal periods established in Article 1687 of the Civil Code, these periods being "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." His motion for reconsideration having been denied by the respondent Judge, Miranda has appealed to this Court on the question of law, "Whether or not the period of

the verbal lease agreement between petitioner and private respondent has expired within the meaning of Section 5 (c) of B.P. 25."

As aforesaid, the issue has already been raised and resolved by this Court. In *Rivera v. Florendo* promulgated on July 31, 1986,³ this Court made the following pronouncement, viz:

"What is suspended under Section 6 of Batas Pambansa Blg. 25 is Article 1673 of the Civil Code of the Philippines and not Article 1687 of the same Code. The effect of said suspension is that independently of the grounds for ejectment enumerated in Batas Pambansa Blg. 25, the owner/lessor cannot eject the tenant by reason of the expiration of the period of lease as fixed or determined under Article 1687. It does not mean that the provisions of Article 1687 itself had been suspended. Thus, the determination of the period of a lease agreement can still be made in accordance with said Article 1687.

"Admittedly, no definite period for the lease was agreed upon by petitioners and private respondent. However, as the rent was paid on a monthly basis, the period of lease is considered to be from month to month in accordance with Article 1687. When petitioners gave private respondent notice to vacate the premises in question, the contract of lease is deemed to have expired as of the end of the month. As we have ruled in *Baens v. Court of Appeals*, supra,¹ 'even if the month to month arrangement is on a verbal basis, if it is shown that the lessor needs the property for his own use or for the use of any immediate member of the family or for any of the other statutory grounds to eject under Section 5 of Batas Pambansa Blg. 25, which happens to be applicable, then the lease is considered terminated as of the end of the month, after proper notice or demand to vacate has been given. (See *Crisostomo v. Court of Appeals*, 116 SCRA 199).'

" * * * *

"The law * * , Batas Pambansa Blg. 25, (in its Section 5[c]) * * allows ejectment on the ground of need by the owner/lessor of the leased premises for his own use or that of a member of his immediate family. The inclusion of this ground was obviously intended to correct the inequity and hardship imposed by P.D. 20 on small landowners/lessors, whose property rights, protected as they are by the fundamental law itself, We upheld even during the effectivity of P.D. No. 20. To adopt, therefore, the construction given by respondent court is to render Section 5 (c) of Batas Pambansa Blg. 25 illusory in cases where the lease agreement is verbal and for an indefinite period, because in this case, the owner/lessor, notwithstanding his pressing and urgent need for the premises could never successfully eject the tenant as the period of lease would never expire during the effectivity of Batas Pambansa Blg. 25."

The ruling was reiterated in *Zablan v. C.A., et al.*, G.R. No. 57844, September 30, 1987,¹ in which it was further pointed out that (1) if the verbal lease agreement on a month-to-month basis were held to be for an indefinite period and not terminable at the end of any given month, "the law would be rendered illusory" in the sense that "the owner/lessor, notwithstanding his pressing need for the premises, could never successfully eject the tenant because the period of lease would never expire during the effectivity of Batas Pambansa Blg. 25"; and (2) that "(i)n view of subsequent cases² * * there no longer appears to be any need nor reason to rely solely on our ruling in *Rantael v. Court of Appeals*³ * * ".

WHEREFORE, the judgment of the Court a quo in Civil Case No. Q-3627 is reversed and set aside, and private respondent Charito Mallari and any and all persons claiming under her are commanded to vacate the leased premises forthwith, to pay rentals at the rate of P242.00 a month from January, 1982 until they shall have vacated the premises, and to pay to the petitioner the sum of P2,000.00 as and for attorney's fees as well as the costs of suit. This judgment is immediately executory and no motion for extension of time to file a motion for reconsideration will be entertained.

Teehankee, C.J., Cruz, Paras, and Gancayco, JJ., concur.

1 The case was docketed as Civil Case No. V-36416 of the City Court of Quezon City, Branch V

2 The appeal was docketed as Civil Case No. Q-3627 of the Court of First Instance of Quezon City, Branch XXXI

3 Per Fernan, J., 143 SCRA 278

1 125 SCRA 634 (1983)

1 Per Sarmiento, J.

2 "Santos v. Court of Appeals, No. L-60210, March 27, 1984, 128 SCRA 428; Rivera v. Florendo, supra; Velez v. Avelino, No. L-48448, Feb. 20, 1984, 127 SCRA 602; Dionio v. Intermediate Appellate Court, No. L-63698, January 12, 1987, 147 SCRA 243"

3 "No. L-47519, April 30, 1980, 97 SCRA 453"

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