

**MARCELO BONDOC, AS SUBSTITUTED BY ROMEO BONDOC,
PETITIONER, VS. COURT OF APPEALS, HON. CESAR C. PERALEJO, IN
HIS CAPACITY AS PRESIDING JUDGE OF BRANCH LXVI OF THE
REGIONAL TRIAL...**

G.R. No. 75693. September 15, 1989

Ponente: CRUZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-75693/>

CRUZ, J.:

The Court gave due course to this petition and required the parties to submit simultaneous memoranda for a full exposition of the issues in their long drawn-out dispute. We have read their respective pleadings in the light of the challenged decision and are ready to decide the case once and for all.

The facts are simple enough. Petitioner Marcelo Bondoc had since 1949 occupied Apartment No. 3 of a 4-door apartment building used for commercial purposes, paying a monthly rental of P200.00.[1] He managed a tailoring business there, employing several tailors and seamstresses.[2] In 1974, the private respondent, Lorenzo Quiambao, who was occupying the first 2 apartments, bought the entire building and requested Bondoc to transfer to Apartment No. 4 so Quiambao could also occupy the third apartment.[3] Bondoc agreed, allegedly on the assurance given him by Quiambao that he and his wife could continue with their lease during the lessor's lifetime.[4] Sometime later, Quiambao allowed Bondoc, on his request, to construct a temporary residential structure on the lot behind Apartment No. 4, also belonging to Quiambao, provided that the petitioner would leave the land any time he was required to do so.[5] Bondoc admits that Quiambao did not charge any rentals for this lot.[6] In 1977, Quiambao asked Bondoc to vacate the apartment and the lot. Bondoc claims Quiambao's reason was his need for the apartment although Quiambao says this was only secondary, as the principal ground was the expiration of the monthly lease. Bondoc refused, invoking Quiambao's promise. Written demand was then made on him by Quiambao, followed by a complaint for ejectment when the defendant refused to leave.[7]

Quiambao won in the Municipal Circuit Court of Concepcion and Bondoc was required to vacate the subject premises.[8] Bondoc appealed to the Regional Trial Court of Capas, Tarlac, which, while inferentially holding that the petitioner could be ejected from the apartment, ordered Quiambao to execute a new contract with Bondoc for a period of two years over the lot where Bondoc had built his house.[9] Not satisfied with this judgment, Bondoc filed a petition for certiorari with the respondent court[10] and asked that the complaint for ejectment be dismissed altogether. The respondent court set aside the judgment of the regional trial court and virtually reinstated the decision of the municipal court.[11]

The dispositive portion of the decision of the respondent court read:

WHEREFORE, the appealed judgment is hereby set aside. Judgment is hereby rendered:

- (1) ordering the petitioner to vacate Apartment No. 4;
- (2) ordering the petitioner to vacate the lot or portion thereof in which he had erected his temporary dwelling

within sixty (60) days from finality of judgment;

(3) authorizing the private respondent to remove/demolish the said structure should the petitioner fail to remove his temporary dwelling within the above period of sixty (60) days from finality of judgment.

In the petition now before us, Bondoc asks for the reversal of this decision on the principal ground that there was no valid reason for the termination of his lease. He claims that Quiambao first said in his complaint that he needed the premises in question, and it was only later that he argued that his reason for the complaint was the expiration of the lease. The second ground had not been invoked earlier and so may not be pleaded on appeal. Bondoc also contends that the law applied in the case of *Salaria v. Buenviaje*,^[12] which he said rejected the need for the premises as a valid reason for the ejectment of the lessee, was Article 1673 of the Civil Code. This provision is applicable to both residential and commercial leases.

For his part, the private respondent maintains that he pleaded both expiration of the term and the need for the premises in the lower courts, stressing that under the Rules of Court the complaint is limited only to the ultimate facts and should not contain all the legal arguments and conclusions of the pleader. In any event, he insists, the leased premises are admittedly commercial in nature and so is not governed by Batas Pambansa Blg. 25, which prohibits ejectment for expiration of the term from residential buildings. As the premises have been established to be commercial in nature, the lease is deemed to have expired in accordance with Article 1687 of the Civil Code, providing thus -

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.

We hold for the private respondent.

There is no question that the lease of the disputed apartment is from month to month, considering the monthly payments. Hence, it was terminable at the end of each month at the option of the lessor, conformably to Article 1673, also invoked by the petitioner. This provides as follows:

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 deterioration thereof; or if he does not observe the requirement in No. 2 of article 1657, as regards the use thereof.

The ejectment of tenants of agricultural lands is governed by special laws.

The *Salaria* case is clearly not applicable because it dealt with residential land, unlike the property subject of this case which was admittedly commercial in nature, conformably to *Morales v. Zamora*,^[13] where it was held:

When a barber or tailor pursues his calling by serving customers in his dwelling, he is merely exercising a home industry; engaging other tailors or barbers to expand his business and increase his returns, his

establishment becomes commercial and the incidental fact that his family lives therein does not include him in that class of tenants equally favored by recent emergency legislation on housing.

There is no question that Batas Pambansa Blg. 25 does not cover commercial lands.

The alleged promise of Quiambao that he would allow Bondoc to remain in the leased premises during the former's lifetime has not been clearly established.

It is clear, though, that the lot on which Bondoc's house is located was never the subject of a lease and was occupied by him only on Quiambao's tolerance and subject to its return any time it was needed by the owner. Moreover, he was allowed to build thereon only a temporary shelter and not the permanent structure he erected at the alleged cost of P15,000.00. The petitioner never specifically denied these allegations in the complaint for ejectment and is therefore deemed to have admitted them.[14] Bondoc can therefore not insist that he is a builder in good faith or demand payment for the improvements he has constructed, nor may he retain the same until reimbursement is made.

In raising all the procedural objections that have considerably delayed the disposition of this case, the petitioner has impeded rather than promoted the orderly administration of justice. By his clever maneuvers, he has suppressed the truth and prevented its early discovery, thus managing to remain unlawfully in the disputed premises all these years. The essential facts of this case cannot be denied despite the petitioner's deplorable attempt to conceal them. His lease has expired over Apartment No. 4 nor can he claim a lease over the lot behind it, which means that he should have vacated the disputed premises long ago. This conclusion, supported by the evidence and demanded by the law, cannot be deferred much longer to the private respondent's prejudice. It is time we wrote *finis* to this case, as we do so now.

WHEREFORE, the petition is DENIED and the decision of the respondent court AFFIRMED in toto, with costs against the petitioner. This decision is immediately executory.

SO ORDERED.

Narvasa, (Chairman), Gancayco, Griño-Aquino, and Medialdea, JJ., concur.

[1] Memorandum for the Petitioner, p. 2; Memorandum for Respondents, pp. 1, 4 and 6.

[2] *Ibid.*, pp. 2 and 1.

[3] *Id.*

[4] Memorandum for Respondents, p. 3; Rollo, p. 78.

[5] Memorandum for Respondents, pp. 1 and 2.

[6] Rollo, pp. 10, 118, 121 and 122.

[7] Memorandum for Respondents, p. 2.

[8] Decision penned by Judge Melencio P. Austria; Rollo, pp. 63 and 64.

[9] Decision penned by Judge Cesar C. Peralejo; Rollo, p. 81.

[10] Rollo, pp. 90-104.

[11] Romeo Bondoc substituted Marcelo Bondoc as petitioner upon the latter's death on March 16, 1985. *Ibid.*,

pp. 105-106.

[12] 81 SCRA 723.

[13] 81 Phil. 203.

[14] Rollo, pp. 44 and 61.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.