

ROLAND ALFONSO, PETITIONER, VS. HON. COURT OF APPEALS, HON. ADORACION G. ANGELES, IN HER CAPACITY AS JUDGE OF METROPOLITAN TRIAL COURT, NATIONAL CAPITAL JUDICIAL REGION, CALOOCA...

G.R. No. 76824. December 20, 1988

Ponente: PARAS, J.

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PARAS, J.:

Petitioner was the defendant in Civil Case No. 165314, Metropolitan Trial Court, presided over by respondent Judge Adoracion G. Angeles, who rendered judgment, the decretal portion of which reads:

"WHEREFORE, Judgment is hereby rendered in favor of the plaintiffs and against the defendant, ordering defendant ROLAND ALFONSO and all persons claiming rights under him:

"1. to vacate the Fourth Door of apartment No. 275 4th Street, Grace Park, Caloocan City;

"2. to pay plaintiffs the rental arrearages from April, 1984 in the sum of P185.00 a month and a similar amount every month thereafter as reasonable compensation for his continued use and occupancy of the leased premises in question until the same is vacated by him and the possession thereof is restored to plaintiffs;

"3. to pay plaintiffs the further sum of P500.00 as and for attorney's fees; and

"4. to pay the costs of suit.

"SO ORDERED." (p. 32, Rollo)

Said decision was appealed by defendant to the Regional Trial Court, presided over by Judge Ramon Mabutas, who rendered a decision reversing the assailed decision. Plaintiffs (private respondents herein) appealed on a Petition for Review, to the Court of Appeals which rendered a decision[*] in their favor reinstating the decision of the Metropolitan Trial Court. Defendant filed his Motion for Reconsideration which was denied by respondent Court of Appeals. Hence the instant petition alleging:

- That defendant was not delayed in the payment of rentals;
- That the Metropolitan Trial Court lacked jurisdiction over the ejectment suit.

It appears from the record that plaintiffs-spouses Danilo and Luzviminda C. Basco are the owners of an apartment building located in Grace Park, Caloocan City, having acquired it by purchase from Pacifico Vibar and Antonia Mapay Vibar. A unit (fourth door) of the aforesaid apartment bearing the number 275 was being rented out by the former owners to Roland Alfonso at a monthly rental of P185.00, while the other units were being rented out to different lessees. The new owners were also the former lessees of a ground floor unit located at the back of the apartment building. After the new owners had purchased the property from the former owners, or on March 19, 1984, spouses Basco sent to defendant the following:

"Mr. & Mrs. Roland Alfonso
#275-4th St., 11th Avenue
Grace Park, Caloocan City
Metro Manila

Sir:

"This is to formally advise you, that as a new owner of the property (lot and the 4-door apartment thereon) of which you are occupying the 4th door under lease, that purchased the property for my residence and that of my immediate family because I also want to better up our living conditions.

"There is imperative need to make general repairs and renovation of the 4-door apartment into a purely residential house which is presentable and safe to live in.

"The roofing, gutters, downspouts, drainage and electrical installations have to undergo general repairs and/or complete change.

"I am willing to give you and the other lessees of the other doors ninety (90) days from receipt of this letter within which to vacate the premises and deliver possession thereof to me, without paying any rental.

"I would like to hear from you within five (5) days from receipt hereof.

Very respectfully,
DANILO BASCO"

(pp. 104-105, Rollo)

Defendant Alfonso refused to vacate said unit and instead he sent on May 30, 1984 by registered mail his payment corresponding to the April, 1984 rental, which was rejected by plaintiffs who proposed to give the defendant a period of one (1) year from April 1, 1984 or up to March 31, 1985 within which to stay at the premises free from rental in exchange for the voluntary surrender of the premises to the plaintiffs by defendant. Such offer was reflected in another letter of plaintiff Luzviminda C. Basco, the pertinent portion of which reads:

"We bought the property for our own use and that of our immediate family, and we are not going to have any apartment thereof rented. I told you before and the other tenants that we are giving you and them one year from April 1, 1984 or up to March 31, 1985 within which to stay in the premises without paying any rental." (p. 34, Rollo)

Notwithstanding the aforementioned offer, defendant insisted that he could not be ejected from subject premises. As the parties could not arrive at a settlement, plaintiffs filed a complaint for ejectment with the Barangay Office (Barangay 90, Zone 8, District III, Grace Park, Caloocan), wherein the litigants were summoned to appear. After the parties failed to settle their differences despite several scheduled hearings wherein defendant failed to appear, the Barangay Captain was prompted to issue the certification[**] needed to file the case in court.

Hence, on July 30, 1984, the plaintiffs filed a complaint with the Metropolitan Trial Court praying for the ejectment of the defendant from the subject premises based on two (2) grounds: (1) the plaintiffs intend to have the premises for their own personal use (residential purposes) and (2) delay in the payment of rentals by defendant.

On November 5, 1984, defendant thru counsel, filed a motion in court praying that the rentals from April, 1984 up to the current month of November, be ordered deposited in court. On the following day, November 6, 1984, plaintiffs, thru counsel, filed a Manifestation with the Court stating, among others, that the deposit of the unpaid rentals for eight (8) months, April to November, 1984 cannot render ineffective the provision of Sec. 5 (b) of

Batas Pambansa Blg. 25 which allows the ejectment of a lessee in case of arrears in payment of rent for three (3) months at one time, provided, that in case of refusal by the lessor to accept payment of the rental agreed upon, the lessee shall either deposit by way of consignment, the amount in Court or in a bank in the name of and with notice to the lessor.

On January 14, 1986, the respondent trial court rendered the assailed decision which was reversed by the Regional Trial Court on appeal declaring that defendant cannot be ejected for non-payment of rentals as he had never failed to pay the rent. The respondent appellate court however overruled the findings of the Regional Trial Court by reinstating the judgment of the trial court.

Defendant-petitioner now insists before Us that the Regional Trial Court did not err in ruling that defendant-petitioner did not incur any default and that the respondent Metropolitan Trial Court had no jurisdiction to determine the ejectment case since there was no demand to vacate imposed by plaintiffs on defendant before the former filed said ejectment case against the latter.

Such contentions deserve no consideration. The tenor of the two letters dated March 19, 1984 and May, 1984, respectively, shows that the free rent offer was merely a proposal of plaintiffs to defendant who rejected it by tendering his payment corresponding to the April, 1984 rental and by consistently refusing to vacate the premises. These facts can also be gathered from the Complaint of plaintiffs and the Answer to the Complaint, the pertinent portions of which are quoted as follows:

"6.- That as plaintiffs are really in need of the premises to be renovated and converted into a purely residential house for them and their immediate family, they proposed to give defendant a period of one (1) year from April 1, 1984 or up to March 31, 1985 within which to stay in the premises, free from rentals, but defendant insisted that they cannot be ejected from the premises." (Italics supplied) (p. 87, Rollo)

"6. Admits the allegation in par. 6 to the effect that herein defendant was given one (1) year to stay and that herein defendant rejected the aforesaid offer; x x x." (Italics supplied) (p. 87, Rollo)

Such rejection rendered the proposal of free rental without force and effect. Defendant therefore was duty bound to pay the rentals as they fall due in order to abort any ejectment proceedings against him. If the lessor refuses to accept the payment, as in the case at bar, defendant had a remedy provided for by law, namely consignment in court or deposit in a bank in the lessor's name with due notice to the lessor. Unfortunately, it is of record that defendant did not avail of such remedy so that when plaintiffs filed the ejectment proceedings against him on July 30, 1984, the rentals corresponding to the month of April to July 1984 had not yet been paid by defendant. Tender of payment is not enough - consignment must follow in order to extinguish the debt. Otherwise failure to comply with the requirements provided for under Sec. 5, paragraph (b) Batas Pambansa Blg. 25 is a ground for ejectment. Delayed consignment or deposit will not do.

Defendant contends that his Motion to Consign was brushed aside by the respondent trial court. Such argument does not merit Our consideration. When defendant filed his Motion to Consign Rentals in November, 1984, he was already eight (8) months delayed in the payment of his rentals. Furthermore, said motion simply states that the counsel for the defendant "is requesting the court to act and/or resolve the Motion to Deposit Rentals immediately upon receipt thereof." (Rollo, p. 57) There is no evidence that said motion was ever submitted to the trial court or Judge. There being no resolution of the motion for quite sometime, it was incumbent upon defendant or thru his counsel, to invite the attention of the trial court to act on his motion considering the urgency of such a request. It is therefore not correct for petitioner to say that said motion of defendant was brushed aside by the respondent court.

Defendant argues further that the trial court lacked jurisdiction to try the ejectment case against him on the ground

that plaintiffs failed to make the necessary demand. Again such argument holds no water. As already mentioned earlier, demand to vacate the premises was made upon defendant as early as March 1984 as evidenced by plaintiff Danilo Ibasco's letter and reiterated in the letter dated May, 1984. The fact that the decision of the Metropolitan Trial Court in favor of plaintiffs was based on the ground of non-payment of rentals and not based on personal need cannot deprive the court of its jurisdiction over the ejectment case. Likewise it is to be noted that in the decision of the Regional Trial Court (the correctness of which is espoused by the defendant-petitioner) said court, while it reversed the decision of the Metropolitan Trial Court on the ground that there was no delayed payment of rentals, also affirmed the findings and declarations of said Metropolitan Trial Court regarding the issue on the need of the premises by the plaintiffs, without the jurisdiction of the lower court to rule on these issues being questioned.

WHEREFORE, finding no merit in the instant petition, the same is hereby DISMISSED.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, and Regalado, JJ., concur.
Sarmiento, J., on leave.

[*] Penned by Justice Jorge R. Coquia, concurred in by Justices Bienvenido C. Ejercito and Antonio M. Martinez.

[**] Xerox copy of the certification was attached to the complaint as Annex "C."

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