

**HEIRS OF JULIO ROSAS HEREIN REPRESENTED IN THIS SUIT BY
THEIR ATTORNEY-IN-FACT MERCEDES ROSAS, PETITIONERS, VS.
HON. OSCAR R. REYES, PRESIDING JUDGE OF PASAY CITY BRANCH
47, MET...**

G.R. No. 91406. July 31, 1990

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

The issue before this Court in this civil action for certiorari is whether or not after an implied new lease is created and the court has fixed a definite period for the new lease, the lessor may eject the lessee upon expiration of said period by a mere motion for execution without instituting anew another action for ejectment.

The petitioners are owners of a residential apartment in Pasay City, a unit of which is being leased by the private respondents. The latter had been renting the premises as early as February 1984 and their occupancy was renewed on January 15, 1986 as evidenced by a lease contract which was to expire six months thereafter, or in June 1986. On February 21, 1987, the petitioners, through counsel, wrote a letter to the private respondents demanding a higher rental from P1,000.00 to P1,500.00 and that they vacate the premises in the event that they do not agree to the higher rental. On March 3, 1987, the private respondents replied that they do not agree to the petitioners' demand for higher rental and alleged that there was an implied renewal of the lease contract. They paid their rentals which were accepted by the petitioners but upon tender of the rental for May 1987, the latter refused to accept the same. This prompted the private respondents to deposit with a bank the rentals for May 1987 and the succeeding months.

In May 1987, the petitioners filed an unlawful detainer suit before the Metropolitan Trial Court, Branch 47 at Pasay City. After submission of the evidence based on the rules on summary procedure, the respondent judge rendered judgment in favor of the petitioners. The private respondents were ordered to vacate the premises.

On appeal by the private respondents, the Regional Trial Court (RTC) reversed the lower court's decision and dismissed the complaint on the ground that a demand to vacate was not timely made before the expiration of the old lease contract pursuant to Article 1670 of the Civil Code. Moreover, the RTC judge applied Article 1687 and fixed a new lease period of six months ending on April 30, 1988. The dispositive portion of the decision reads:

"WHEREFORE, the decision of the lower court is hereby reversed. Hence, the complaint is hereby dismissed. However, this Court has to fix the period in accordance with Article 1687 of the Civil Code and the defendant shall remain in the premises for another six months beginning from receipt of this order with the same amount of monthly rental as stipulated in the contract of lease. (Annex C complainant). In short, not later than April 30, 1988." (Rollo, p. 20)

The petitioners appealed to the Court of Appeals which rendered a decision on April 27, 1989 affirming the RTC's decision.

On August 9, 1989, the petitioners filed a motion for execution before the respondent Metropolitan Trial Court (MTC) judge alleging that the private respondents have not yet vacated the leased premises despite the lapse of the period given them by the court. Pursuant thereto, the respondent judge issued an order denying the motion for execution, declaring that since the RTC judgment stating that defendants may stay for a period of six months from receipt of the decision embodies a mere directive, there is in effect no judgment to be executed. In his order, the respondent judge likewise reminded the petitioners to institute anew an ejectment case predicated on valid grounds for ejectment.

The petitioners moved for reconsideration of said order but the respondent judge denied their motion. Hence, this appeal by certiorari.

The petitioners seek a review of the orders of the respondent judge denying their Motion for Execution and Motion for Reconsideration and to compel and command the respondent judge to issue a writ of execution to enforce the aforementioned dispositive portion of the RTC's decision. The petitioners likewise seek administrative sanctions against the respondent judge.

The dispositive portion of the Regional Trial Court's decision may be segmented into two parts. In the first part, the complaint for ejectment was dismissed. In the second part, the lower court fixed the period of lease for another six months from receipt of the court's order, not later than April 30, 1988.

The petitioners aver that while the first part is apparently contradictory to the second part, it is no justification for the respondent MTC judge to disregard the second portion and to require the filing of a new complaint to enforce the latter. According to the petitioners, the dispositive portion is the decision to be executed and this can be enforced by mere motion. They argue that the dispositive portion should have been construed and harmonized as a whole in order to give meaning to the judgment.

The petition is impressed with merit.

The respondent judge erred in concluding that the part of the dispositive portion which states that:

"x x x defendant shall remain in the premises for another six months beginning from receipt of this order x x x.
In short, not later than April 30, 1988."

is a mere directive and in effect there is no judgment to be executed. On the contrary, the above-quoted dispositive portion is part and parcel of an executory judgment which can be enforced by mere motion.

Article 1670 of the Civil Code provides:

"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."

In the present case, the RTC judge dismissed the ejectment suit because there was no express notice to vacate within the statutory 15-day period and an implied new lease was created. Accordingly, the judge proceeded to apply Article 1687 which refers to the lease of urban lands. The pertinent portion of said article states:

"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 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. x x x"

Since the private respondents have been occupying the leased premises for more than one year, the RTC judge

acted within legal bounds in extending the lease for another six months. The logical consequence of the foregoing lease extension is that after the lapse of six months, the private respondents must relinquish possession of the leased apartment.

The dismissal of the ejectment suit is not incompatible with the fixing of the term of the new lease. Both are equally enforceable by mere motion. Upon expiration of the six-month period, the private respondents have to vacate the premises and if they do not, a motion for execution of judgment, and not a new ejectment suit, will suffice to oust them from the leased area. The motion arises from a court decision and any plausible intervening defenses such as purchase of the premises by the lessee can be raised when the motion is heard. This Court deplores the advice to needlessly file suits which unnecessarily clog judicial dockets and frustrate the speedy disposition of cases. The respondent's comment and memorandum shows that her case is purely dilatory relying as it does solely on technicality.

While we hold that the public respondent erred in denying the petitioners' motion for execution, this Court finds that his disposition of the motion is a mere error of judgment which does not warrant administrative sanctions against him. There is no showing of bias or other improper motive in the questioned order.

Parenthetically, the petitioners also claim that the private respondents have not been paying the rentals due from the time the petitioners filed their appeal with the Court of Appeals. In this connection, the private respondents, through respondent Charry Caranay, answered in their memorandum that they have already vacated the premises by virtue of an agreement with Editha Rosas, wife of petitioner Eduardo Rosas, and that Editha Rosas likewise agreed to condone their rental arrearages.

The petitioners, however, manifested that they did not give Editha Rosas authority to act in their behalf as evidenced by a special power of attorney wherein they appointed Mercedes Rosas, not Editha Rosas, as their attorney-in-fact.

This Court finds that the agreement to condone the unpaid rental is unenforceable inasmuch as it was entered into by Editha Rosas without authority of the petitioners. Besides, it would be unfair to exonerate the private respondents from the payment of rentals. The RTC judge stated in the dispositive portion of his decision that "the defendant shall remain in the premises for another six months beginning from the receipt of this order with the same amount of monthly rental as stipulated in the contract of lease x x x." Even if said judgment did not immediately become executory due to the petitioners' appeal to the appellate court, the private respondents were legally and morally obligated to pay rentals because they enjoyed and made use of the leased premises. Their failure to pay plainly constitutes unjust enrichment on their part.

WHEREFORE, except for the imposition of administrative sanctions against the public respondent, the petition is GRANTED. The orders of the respondent judge dated October 30, 1989 and December 15, 1989 in Civil Case No. 259-87 are SET ASIDE. The respondent judge is hereby ordered to issue a writ of execution to enforce the second part of the dispositive portion of the RTC decision in Civil Case No. 5167 ordering the private respondents and all persons claiming rights under them to vacate Apartment G, 2345 Cinco De Junio St., Pasay City, if they have not yet vacated the premises. The private respondents are ordered to pay the unpaid lease rentals due to the petitioners until the time they vacate, or vacated, the leased premises.

SO ORDERED.

Fernan, C.J., (Chairman), Feliciano, Bidin, and Cortes, JJ., concur.

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