

AGAPITO MANUEL, PETITIONER, VS. HON. COURT OF APPEALS, HON. RAMON MAKASIAR AND SPOUSES JESUS DE JESUS AND CARMEN DE JESUS, RESPONDENTS.

G.R. No. 95469. July 25, 1991

Ponente: REGALADO, J.

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REGALADO, J.:

This case had its inception in a complaint for ejectment filed by herein private respondents against herein petitioner before the Metropolitan Trial Court of Manila, docketed as Civil Case No. 122136-CV, for non-payment of rentals on an apartment unit owned by private respondents and rented by petitioner.

The antecedent facts which led to the filing of said case are best quoted from the succinct presentation thereof in the challenged decision of respondent court:

"It appears that the private respondents are the owners of an apartment unit which was rented by the petitioner on a month to month basis for a monthly rental of P466.00 payable in advance; that the petitioner failed to pay the corresponding rentals for the month of May 1987 up to the filing of the complaint on August 31, 1987; that on July 9, 1987, private respondents, through their counsel, sent a demand letter to the petitioner (Exhibit 'R') requiring him to pay his rentals in arrears and to vacate the leased premises within five (5) days from receipt thereof, otherwise private respondents will be constrained to file the appropriate legal action against him; that the demand letter of private respondents' counsel was received by the petitioner on July 14, 1987; that in response thereto, the petitioner addressed a letter dated July 15, 1987 to private respondent Carmen de Jesus, furnishing a copy thereof to her counsel, stating that the amount of rentals, which the private respondents allegedly refused to receive, had been deposited at United Coconut Planters Bank, Taft Avenue Branch, with Account No. 8893 in the name of the petitioner's son, Mario Manuel, and could be withdrawn upon notice of payment; that in order to collect the said rentals allegedly deposited with the bank, the private respondents' counsel sent a letter dated August 14, 1987 to the petitioner, requesting the payment of the unpaid rentals to his (private respondents' counsel) office; that the said letter was received by the petitioner on August 18, 1987, and, instead of complying with private respondents' counsel's request, the petitioner addressed a letter dated August 24, 1987 to the private respondents' counsel requesting that the rentals in arrears be paid to the private respondents at petitioner's house. The private respondents did not heed the petitioner's request." [1]

On April 6, 1989, after the parties had submitted their respective affidavits and position papers, the said metropolitan trial court rendered judgment in favor of private respondents, as plaintiffs therein, the dispositive part whereof declares:

"WHEREFORE, judgment is hereby rendered in favor of the plaintiffs, ordering defendant and/or any other person claiming rights under him to vacate and surrender possession of the premises described as door No. 2444; defendant Agapito Manuel to pay the plaintiffs the amount of P466.00 a month from May 1987 and up to the date defendant and/or any other person claiming rights under him actually vacates the premises, to pay the plaintiffs the amount of P500.00 as attorney's fees, plus cost of the suit." [2]

On appeal in Civil Case No. 89-48914, the Regional Trial Court of Manila, Branch 35, affirmed the aforesaid judgment in toto in its decision dated September 20, 1989.[3]

Not satisfied therewith, petitioner appealed to respondent Court of Appeals which, in its decision[4] dated January 29, 1990 in CA-G.R. SP No. 18961, denied due course to the petition for review and dismissed the same for lack of merit.[5] Petitioner's motion for reconsideration was likewise denied by said respondent court in its resolution of March 5, 1990.[6]

Before us, petitioner raises two grounds, the first supposedly in the nature of a supervenience, for the allowance of his petition, viz.:

1. A new situation developed and/or came about which makes ejectment unjust and impossible, that is, the NHA finally awarded the lot over which the subject structure stands to the petitioner and other tenants and disqualified the private respondents. In said ruling or award, the private respondents are only given the option to either sell the structure to the petitioner and the other awardees or to dismantle the same.
2. Moreover, under the circumstances prevail-ing in this instant case, the private respondents were really in mora accipiendi that even if no deposit or consignment had been made, said mora cannot be cured. Petitioner had in fact continuously made available and deposited his rentals in court. At any rate, the issue of payment or non-payment of rentals had been made moot and academic by virtue of the NHA award in favor of the petitioner and the governmental expression of public policy to protect the actual occupants, specifically the petitioner.[7]

We find the petition bereft of merit.

The putative award on April 6, 1990 by the National Housing Authority (NHA) to the petitioner of the lot where the rented apartment stands,[8] while this ejectment case was pending in the Court of Appeals, is of no moment. The juridical relation between petitioner and private respondents as lessee and lessors is well established and the non-payment of rentals by petitioner for at least three (3) months is substantiated by the evidence on record.

The award of the lot to petitioner by NHA does not automatically vest in him ownership over the leased structure thereon. Petitioner cannot invoke the provisions of the Civil Code on accession there being an existing lessor and lessee relation between him and private respondents.[9] A tenant cannot, in an action involving the possession of the leased premises, controvert the title of his landlord or assert any rights adverse to that title or set up any inconsistent right to change the relation existing between himself and his landlord, without first delivering up to the landlord the premises acquired by virtue of the agreement between themselves. The rule estopping a tenant while he retains possession applies whether the tenant is defendant or plaintiff and applies even though the landlord had no title at the time the relationship was created.[10]

Proceedings in forcible entry and detainer are wholly summary in nature. The fact of lease and the expiration of its terms are the only elements of this kind of action.[11] The question of ownership is unessential and should be raised by the defendant in an appropriate action.[12] Any controversy over ownership rights could and should be settled after the party who had the prior, peaceful and actual possession is returned to the property.[13]

In the present case and assuming the new factual milieu posited by petitioner, he should file a separate action wherein his alleged rights as owner of the land vis-a-vis the rights of private respondents as builders or owners of the structure standing thereon can be properly ventilated. There can be no such adjudication here for when the relationship of lessor and lessee is established in an unlawful detainer case, any attempt of the defendant to inject the question of ownership into the case is inutile except in so far as it might throw light on the right of possession.[14]

In an appeal from an inferior court in an ejectment case the issue of ownership should not be delved into, for an ejectment action lies even against the owner of the property.[15] The fact of possession in itself has a positive value and is endowed with a distinct standing of its own in the law of property. True, by this principle of respect for the possessory status, a wrongful possessor may at times be upheld by the courts, but this is only temporary and for one sole and special purpose, namely, the maintenance of public order. The protection is only temporary because it is intended that as soon as the lawless act of dispossession has been suppressed, the question of ownership or of possession de jure is to be settled in the proper court and in a proper action. The larger and permanent interests of property require that such rare and exceptional instance of preference in the courts for the actual but wrongful possessor be permitted.[16]

The contention of petitioner that private respondents are in mora accipiendi cannot be upheld either. The failure of the owners to collect or their refusal to accept the rentals are not valid defenses. Consignation, under such circumstances, is necessary,[17] and by this we mean one that is effected in full compliance with the specific requirements of the law therefor.

Section 5(b) of Batas Pambansa Blg. 25, as amended, provides that in case of refusal by the lessor to accept payment of the rental agreed upon, the lessee shall either deposit, by way of consignation, the amount in court or in a bank in the name of and with notice to the lessor. The failure of herein petitioner to comply with said requirement makes the consignation defective and gives rise to a cause of action for ejectment.[18] Compliance with the requisites of a valid consignation is mandatory. It must be complied with fully and strictly in accordance with the law. Substantial compliance is not enough.[19]

From the earlier discussion, petitioner evidently did not comply with the requirements for consignation prescribed by the governing law. Consequently, as expounded by the Court of Appeals -

"The failure of the petitioner to fully and strictly comply with the requirements of consignation as aforementioned, renders nil his contention that the private respondents have no cause of action against him. As there was no valid consignation, payment of the more than three months rental arrearages was not effected. Under Section 5(b) of B.P. Blg. 25, as amended, arrears in payment of rent for three (3) months at any one time, is a ground for judicial ejectment. For such non-payment of the petitioner to the private respondents of the monthly rentals from May, 1987 until the case was filed on August 31, 1987, or for more than three (3) months, there therefore existed a cause of action in favor of the private respondent lessors against the petitioner lessee." [20]

ACCORDINGLY, the petition is DENIED and the assailed judgment of respondent Court of Appeals is AFFIRMED.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, and Sarmiento, JJ., concur.
Paras, J., no part, wife is ponente in CA.

[1] Ibid., 19.

[2] Original Record, 22-24.

[3] Ibid., 18-21; per Judge Ramon P. Makasiar.

[4] By Justice Gloria C. Paras, ponente, with the concurrence of Justices Bonifacio A. Cacdac, Jr. and Socorro Tirona--Liwag.

[5] Rollo, 18-23.

[6] Ibid., 25.

[7] Ibid., 9.

[8] Ibid., 26-27.

[9] The rules on accession industrial are inapplicable to cases where there is a juridical relation existing between the owner of the land and the builder, planter or sower covering the property in question; instead, their agreement, primarily, and the provisions of the Civil Code on obligations and contracts, including those on special contracts that could be pertinent, suppletorily, would govern (Vitug, Compendium of Civil Law and Jurisprudence, First Edition, 111).

[10] 49 Am. Jur. 2d 158.

[11] Tiu vs. Court of Appeals, et al., 37 SCRA 99 (1971).

[12] Bautista, et al. vs. Gonzales, 78 Phil. 390 (1947).

[13] Mediran vs. Villanueva, 37 Phil. 752 (1918); De la Cruz, et al. vs. Burgos, 28 SCRA 977 (1969); Dizon vs. Concina, et al., 30 SCRA 897 (1969).

[14] See De Vasquez vs. Diva, 83 Phil. 410 (1949).

[15] Prado vs. Calpo, 10 SCRA 801 (1964).

[16] Lizo vs. Carandang, et al., 73 Phil. 649 (1942).

[17] Velez vs. Avelino, et al., 127 SCRA 602 (1984).

[18] Alfonso vs. Court of Appeals, et al., 168 SCRA 545 (1988).

[19] Soco vs. Militante, et al., 123 SCRA 160 (1983).

[20] Rollo, 20-21.

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