

EIGHTH DIVISION

[CA-G.R. SP NO. 76810, August 09, 2006]

**RODOLFO ANTIPOLLO, PETITIONER, VS. EUGENIA DELA RAMA,
RESPONDENT.**

D E C I S I O N

In this ejectment suit, the defendant lost in the lower courts and is now before us by petition for review, seeking the reversal of the decision dated March 25, 2003 of the Regional Trial Court (RTC), Branch 85, in Quezon City, disposing thus:

WHEREFORE, in view of the foregoing, judgment is hereby rendered in favor of the plaintiff Eugenia dela Rama and against defendant Rodolfo Antipollo and hereby adopts en toto the dispositive portion of the appealed decision. Consequently, the appeal is hereby Denied.

SO ORDERED.^[1]

The antecedents follow.

Plaintiff Eugenia dela Rama, respondent herein, owned lot 153-A-21-A and lot 153-A-22, both located on Camia Street corner Sampaguita Street, Ramirez Subdivision, in Novaliches, Quezon City. Allegedly, she discovered in 1990 that petitioner Rodolfo Antipollo was occupying a portion of her land where he had erected his shanty. After she confronted him, they agreed that she would let him rent for P3,000.00/month with the promise that he would vacate the land upon demand. She claimed that Antipollo reneged on the agreement by not paying rent. She tolerated his stay on the property until she verbally demanded that he leave on or before October 31, 2001, but Antipollo refused to comply with her demands to vacate. Hence, she commenced this action in the Metropolitan Trial Court (MeTC) in Quezon City.

In his defense, the petitioner asserted that his house was located on lot 153-A-21-B, more particularly on Rosal Street, Ramirez Subdivision, in Novaliches, Quezon City, having bought the property together with one Alfredo Lutosquien from Marcial Ramirez, who was respondent's brother; that he paid his installments corresponding to his portion of the purchase price although the contract of purchase was executed only between Ramirez and Lutosquien, the respondent acting as Ramirez's collecting agent; that his payments were borne out by the receipts that respondent had issued for his installments;^[2] that his exact address was No. 4-C Rosal Street, Ramirez Subdivision, Novaliches, Quezon City, the address he used in his transactions to indicate his true residential address; that as further proof of his address, he presented his billing statements sent to him at that address;^[3] that in 1987, respondent informed him that the receipts she had issued to him were to be considered as receipts for rentals paid on the property; and that he did not accede to her notification and insisted that she was not the lawful owner of the property.

On November 5, 2002, the MeTC rendered its decision,^[4] disposing thus:

WHEREFORE, judgment is hereby rendered in favor of the plaintiff Eugenia De La Rama and against defendant Rodolfo Antipolo as follows:

- 1) Ordering defendant Rodolfo Antipolo and all persons claiming rights, title and/or interest under him to surrender and vacate the premises, portions of lot 153-A-21-A and lot 153-A-22 (LRC) Psd-107665 situated in Camia cor. Sampaguita Street, Ramirez Subdivision, Novaliches, Quezon City;
- 2) Ordering the defendant Rodolfo Antipolo to pay plaintiff the sum of PHP 3,000.00 per month starting November 2001 and every month thereafter until he shall have vacated the premises.
- 3) Ordering the defendant Rodolfo Antipolo to pay attorney's fees to plaintiff in the amount of PHP 20,000.00 plus costs of suit.

SO ORDERED.^[5]

The petitioner appealed but the RTC affirmed the MeTC on March 25, 2003, *supra*, pertinently holding:

The Court agrees with the lower court's findings that defendant miserably failed to show proof that he is occupying another lot which he purchased from the brother of the plaintiff. The Court notes that even the attached Contract of Purchase which is a mere xerox copy does not show what exactly is the portion allegedly bought by the defendant. The Court in fact doubts the veracity and existence of such contract aside from the fact that it was a mere xerox copy and that the name of Mr. Rodolfo Antipolo does not show that he is a buyer neither is the term of payments indicated therein. Worst the attached xerox receipts allegedly showing payments made by defendant do not fully support the alleged payments by installments. xxx^[6]

Hence, this appeal, wherein Antipolo contends in his petition for review that the RTC erred:

I.

xxx in finding that the respondent's cause of action was sufficiently established in concluding that the petitioner's is in possession of the portion of Lot 153-A-21-A and Lot 153-A-22, through respondent's tolerance.

II.

xxx in failing to determine and rule on the exact residence and location of the petitioner's house based on the evidence presented by both parties;

III.