

THIRD DIVISION

[G.R. No. 175085, June 01, 2016]

**TAN SIOK^[1] KUAN AND PUTE CHING, PETITIONERS, VS.
FELICISIMO "BOY" HO, RODOLFO C. RETURTA,^[2] VICENTE M.
SALAS, AND LOLITA MALONZO, RESPONDENTS.**

DECISION

PEREZ, J.:

Before the Court is a Petition for Review on *Certiorari*^[3] assailing the Decision^[4] dated June 29, 2006 and the Resolution^[5] dated October 17, 2006 of the Court of Appeals (CA) in CA-G.R. SP No. 92107, which rulings reversed the Consolidated Decision^[6] dated May 6, 2005 of the Regional Trial Court (RTC) in Civil Case Nos. Q-04-53505 to Q-04-53511 and the Joint Decision^[7] dated July 8, 2004 of the Metropolitan Trial Court (MeTC) in Civil Case Nos. 30272 to 30278 and, in effect, dismissed for lack of merit the complaints for unlawful detainer filed by herein petitioners.

Antecedent Facts

The case at bar stems from seven (7) separate complaints for unlawful detainer filed by petitioners Tan Siu Kuan and Pute Ching against defendants Avelino Bombita (Bombita), Felix Gagarin (Gagarin), Bernardo Napolitano (Napolitano), Felicisimo "Boy" Ho (Ho), Rodolfo Returta (Returta), Vicente Salas (Salas), and Lolita Malonzo (Malonzo).

In their Complaints,^[8] petitioners averred that they are the owners of a parcel of land, along with the improvements therein, located at Apollo Street, San Francisco del Monte, Quezon City, and covered by Transfer Certificate of Title (TCT) Nos. 279014 and 279015; that they have been leasing portions of said property to the defendants since 1972; and that on February 7, 2003 they notified defendants in writing of their failure to pay rentals, as follows:

- defendant AVELINO BOMBITA that his rentals from March 1997 to the present have not been paid in the total sum of Php17,500.00 as of December, 2002;
- defendant FELIX GAGARIN that his rentals from September 1997 to the present have not been paid in the total sum of Php16,000.00 as of December, 2002;
- defendant FELICISIMO "BOY" HO that his rentals from December 1996 to the present have not been paid in the total sum of Php28,700.00 as of December, 2002;
- defendant LOLITA MALONZO that her rentals from January, 1997 to the present have not been paid in the total sum of

- Php21,600.00 as of December, 2002;
- defendant BERNARDO NAPOLITANO that his rentals from September, 1997 to the present have not been paid in the total sum of Php16,000.00 as of December, 2002;
 - defendant RODOLFO RETURTA that his rentals from July, 1996 to the present have [not] been [paid in] the total sum of Php23,700.00 as of December, 2002; and
 - defendant VICENTE SALAS [that] his rentals from August, 1997 to the [present have] not been paid in the total sum of Php22,750.00 as of December, 2002.^[9]

Defendants were given ten (10) days to pay the rentals due or else to vacate the premises and turn over the possession thereof to petitioners, but defendants allegedly ignored petitioners' demand, warranting the filing of the complaints for unlawful detainer.^[10]

For their part, Bombita, Gagarin, and Napolitano (defendants) argued that the lease agreements they have executed with petitioners are void *ab initio*, petitioners being Chinese nationals who are not entitled to own real property in the Philippines. Moreover, they claimed to have been in possession of the subject premises since 1968 or some 35 years ago, thus plaintiffs action cannot be one for ejectment or unlawful detainer, but *accion publiciana* which must be filed before the RTC.^[11]

On the other hand, Ho, Returta, Salas, and Malonzo, herein respondents, maintained that they have been in possession of the subject premises for 37 years without any rentals being paid to any landlord or his agents, and that there are no existing lease contracts between respondents and petitioners. In fact, in separate letters to petitioners, in response to the latter's demand letters, respondents categorically denied renting the subject premises.^[12] Respondents also asserted that they have started possessing said property in 1966 by building residential houses, and that they have been in continuous possession since then. Additionally, respondents claimed that petitioners presented only photocopies of the subject TCTs and that when they presented such to the Register of Deeds of Quezon City for verification as to how such were transferred from the mother titles TCT Nos. 12505 and 12506, said office informed them that there is no single transaction recorded in the aforesaid mother titles.^[13] Lastly, respondents argued that even assuming that petitioners' titles are authentic, their cause of action should have been *accion publiciana* considering that respondents are in possession and that no lease contract exists between the parties.

After trial, the MeTC-Branch 40, Quezon City ruled in favor of petitioners. As regards defendants, the MeTC held that they impliedly admitted the existence of lease contracts between them and petitioners and, as such, they cannot deny the consequent lessor-lessee relationship following the rule that a tenant is not permitted to deny the title of his landlord. As regards respondents, on the other hand, the MeTC ruled that since petitioners were able to show that the property in question was registered under their name, and since respondents merely denied the existence of a lessor-lessee relationship between them and petitioners, petitioners' averments must prevail following the tenet that in weighing contradictory declarations and statements, greater weight must generally be given to positive testimony.

Thus, the MeTC disposed of the case in this manner:^[14]

WHEREFORE, premises considered, judgment is hereby rendered in favor of the herein plaintiffs TAN S1U KUAN & PUTE CHING as against all the above named defendants over that certain property located at Apollo Street, San Francisco del Monte, Quezon City covered by TRANSFER CERTIFICATE OF TITLE NOS. 270014 and 279015, both of the Registry of Deeds for Quezon City, as follows:

IN CIVIL CASE NO. 30272:

- a. ordering the defendant AVELINO BOMBITA and any and all persons' claiming rights under him [to] vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;
- b. ordering said defendant to pay unto plaintiff the sum of Php250.00 per month starting from February 7, 2003 until they have completely vacated the premises;
- c. ordering said [defendant to] pay unto plaintiff the sum of Php 10,000.00 pesos as and by way of attorney's fees, plus costs of suit.

IN CIVIL CASE NO. 30273:

- a. ordering the defendant FELIX GAGARIN and any and all persons claiming rights under him to vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;
- b. ordering said defendant to pay unto plaintiff the sum of Php250.00 per month starting from February 7, 2003 until they have completely vacated the premises;
- c. ordering said defendant to pay unto plaintiff the sum of Php10,000.00 pesos as and by way of attorney's fees, plus costs of suit.

IN CIVIL CASE NO. 30274:

- a. ordering the defendant FELIC1SIMO "[BOY]" HO and any and all persons [claiming] rights under him to vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;

- b. ordering said defendant to pay unto plaintiff the sum of Php350.00 per month starting from February 7, 2003 until they have completely vacated the premises;
- c. ordering said defendant to pay unto plaintiff the sum of Php10,000.00 pesos as and by way of attorney's fees, plus costs of suit.

IN CIVIL CASE NO. 30275:

- a. ordering the defendant LOLITA MALONZO and any and all persons claiming rights under her to vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;
- b. ordering said defendant to pay unto plaintiffs the sum of Php300.00 per month starting from February 7, 2003 until they have completely vacated the premises;
- c. ordering said defendant to pay unto plaintiffs the sum of Php 10,000.00 pesos as and by way of attorney's fees, plus costs of suit.

IN CIVIL CASE NO. 30276:

- a. ordering the defendant BERNARDO NAPOLITANO and any [and all] persons claiming rights under him to vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;
- b. ordering said defendant to pay unto plaintiffs the sum of Php250.00 per month starting from February 7, 2003 until they have completely vacated the premises;
- c. ordering said defendant to pay unto plaintiffs the sum of Php10,000.00 pesos as and by way of attorney's fee[s], plus costs of suit.

IN CIVIL CASE NO, 30277:

- a. ordering the defendant RODOLFO RETURTA and any and all persons claiming rights under him to vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;
- b. ordering said defendant to pay unto plaintiffs the sum of Php300.00 per month starting from February 7, 2003 until they have

completely vacated the premises;

- c. ordering said defendant to pay unto plaintiffs the sum of Php10,000.00 pesos as and by way of attorney's fees, plus costs of suit.

-and-

IN CIVIL CASE NO. 30278:

- a. ordering the defendant VICENTE SALAS and any and all persons claiming rights under him to vacate the premises in question, and to peacefully surrender and turn over the possession of the same unto plaintiffs;
- b. ordering said defendant to pay unto plaintiffs the sum of Php350.00 per month starting from February 7, 2003 until they have completely vacated the premises; and
- c. ordering said defendant to pay unto plaintiffs the sum of Php1 0,000.00 pesos as and by way of attorney's fees, plus costs of suit.

SO ORDERED.

Upon appeal, the RTC-Branch 87, Quezon City affirmed the MeTC. According to the RTC, the "defendant's common defense is that the complaint states no cause of action against them on the grounds that plaintiffs are [C]hinese nationals, hence, not entitled to own real properties in the Philippines; occupancy since 1968, hence, the action should have been *accion publiciana*; and absence of lessor/lessee relationship."^[15] Said court then went on to address these issues, as follows: "Relative to the first three assigned errors, the Court finds that the matters have been thoroughly and judiciously passed upon by the court *a quo* in arriving at the subject decision, hence, this Court finds no compelling reason to disturb the same."^[16]

Thus, the RTC ruled:^[17]

In sum, the Court finds no reversible error in the decision of the court *a quo* and hereby affirms the same *en toto*.

Costs against the defendant. SO ORDERED.

On motion, the RTC issued a Writ of Execution dated January 16, 2006.^[18] On February 24, 2006, the subject premises were turned over to petitioners.^[19]

In the meantime, on November 18, 2005, respondents timely filed their appeal before the CA, questioning the jurisdiction of the MeTC over the consolidated cases,