

## EN BANC

[ A.M. No. 2002-12-SC, January 22, 2003 ]

### RE: ADMINISTRATIVE COMPLAINT FOR NON-PAYMENT OF DEBT AGAINST NAHREN HERNAEZ

#### DECISION

CARPIO, J.:

##### The Case

Every employee of the judiciary must be an example of integrity, uprightness and honesty. The willful failure to pay just debts is conduct unbecoming a public official and is a ground for disciplinary action.

##### The Facts

In a letter-complaint dated June 14, 2002 addressed to Chief Justice Hilario G. Davide, Jr., complainant Roberta Entena ("Entena" for brevity) wrote that Nahren Hernaez ("Hernaez" for brevity), a Utility Worker II of the Leave Division of this Court, is a lessee in one of her apartments. Entena claims that Hernaez has been occupying said apartment but failed to pay the monthly rentals from July 2001 until the present. Entena filed an action for ejectment against Hernaez and the latter promised to pay the rents but until now, no payment has been made. Pertinent portions of Entena's letter-complaint read:

"x x x

"Siya po ay aking inihabla ng Ejectment, marami na po siyang beses na nangako sa akin na magbabayad siya, ngunit dumaan na po ang mga araw at buwan na kanyang ipinangako subalit magpasahanggang ngayon ay hindi pa din po niya ako binabayaran.

"Ang sabi po niya ay ituloy ko ang aking habla laban sa kanya, dahil sa siya ay isang kawani ng Kataas-taasang Hukuman na pinangungunahan ninyo ay kayang kaya daw po niyang patagalin ang kaso, at mahihirapan daw po akong mapaalis siya sa kanyang inuupahang apartment. Totoo po ba ito?

"Ang kabuuhan po ng kanyang pagkakautang sa upa ay **P69,000.00**, ito po **ay mula po noong Hulyo 2001, hanggang May 2002.**

"Bakit po ang isang tulad niya na ang tungkuling pangalagaan ang kapakanan ng mamamayan bilang kawani ng Kataas-taasang Hukuman ay **siya pa po ang nagsasamantala** sa isang katulad ko na ang tanging pinagkukunan ng aking inaasahan at ikinabubuhay ay ang paupahang apartment, ay siya pa ang nagbibigay ng sakit ng aking loob lalo pa't ako

na isang matanda na.

"Muli po akong lumalapit sa inyo at lubos na umaasa na tutugunan po ninyo ang aking hinaing tungkol kay Nahren Hernaez, na inyong kawani.

"x x x."

In a Memorandum dated July 10, 2002, Atty. Eden T. Candelaria, Deputy Clerk of Court and Chief Administrative Officer of this Court, directed Hernaez to comment on Entena's letter-complaint within five days from receipt thereof. Hernaez failed to comply with the said directive. Thus, another notice dated July 29, 2002 was sent to Hernaez to submit the required comment within a non-extendible period of three working days from receipt thereof.

In her Comment dated August 5, 2002, Hernaez claims that her parents were the real lessees of Entena. Hernaez avers that her parents requested her to live with them temporarily to look after their welfare since they are already old and sickly. She was merely delivering the rental payments of her parents to Entena. She alleges that she had been demanding official receipts from Entena but to no avail. She further alleges that, as suggested by her lawyer, she would vacate the premises on or before August 17, 2002.

#### **Atty. Candelaria's Findings and Recommendation**

The parties were required to appear on August 29, 2002 before the Office of Administrative Services for investigation. As requested by Entena's lawyer, the investigation was postponed and the initial investigation was conducted on September 3, 2002. Atty. Candelaria made the following findings:

"During the investigation conducted by this Office on 3 September 2002, it was initially gathered that the true lessees of the complainant were Mr. and Mrs. Vicente De La Cuesta, the parents of herein respondent, in the amount of P6,000.00 a month. Respondent used to live with them in the said premises. However, in January of 2001, Mr. and Mrs. De La Cuesta left for the province to stay there for good leaving respondent and her family in the apartment. Complainant and respondent never had any written contract of lease on the premises vacated by her parents. However, respondent continued to occupy the premises and even paid rentals for the first three (3) months of her family's stay in the premises from January 2001. Thereafter, no other payments were made by respondent. For respondent's failure to pay her monthly rentals, a complaint was filed before the Tanggapan ng Barangay, Sikatuna Village 3, Quezon City. On 7 July 2001, complainant and respondent appeared before the Barangay Lupon where the latter acknowledged that as of 31 July 2001 her outstanding rental arrears amounts to P27,000.00 and she (respondent) promised to pay the same by the end of the month (July 2001). However, respondent never made good her promise to pay as agreed and persistently failed to pay the succeeding monthly rentals. Again, a conference was scheduled before the Barangay Lupon on 3 September 2001 for the same case but respondent never appeared thereat. As a consequence, her non-appearance was made the basis for the issuance of a certification to file action in court by the Lupon.