

TWENTY-SECOND DIVISION

[CA-G.R. SP NO. 04855-MIN, August 11, 2014]

**GUENEVER V. RIGOR AND ZENIAFLOR V. CABALONA,
PETITIONERS, VS. SPOUSES TEDDY & SALLY LOREN AND
SPOUSES RUDY & REGINA NAVARRA, RESPONDENTS,**

D E C I S I O N

INTING, J.:

This is a Petition for Review^[1] filed under Rule 42 of the Rules of Court assailing the Decision^[2] dated June 29, 2011 of the Regional Trial Court, Branch 18, Cagayan de Oro City in Civil Case No. 2010-372 for "*Unlawful Detainer, Collection of Unpaid Rental and Damages*", which affirmed the Judgment^[3] dated October 21, 2010 of the Municipal Trial Court in Cities, Branch 2, Cagayan de Oro City.

The facts of the case are as follows:

The property subject of this controversy is a parcel of land covered by Tax Declaration No. F-071425^[4], denominated as Lot 4349-C-4, in the name of Eligio Valdehueza (Eligio), married to Priscilla Baang Valdehueza (Priscilla), located in Patag, Cagayan de Oro City.

On March 1, 1980, a Contract of Rentals^[5] was executed by Eligio as lessor, and spouses Rudy and Regina Navarra as lessees over a portion of Lot 4349-C-4 wherein the latter constructed their house. The lease was for a period of one (1) year which commenced on March 1, 1980 with a monthly rental of Twenty Pesos (P20.00) and renewable upon the expiration of the one (1) year period. When Eligio died, the subject lot was inherited by Priscilla and their children.

On October 20, 2002, Priscilla entered into an agreement with spouses Teddy and Sally Loren denominated as *Kasulatan sa Kasabutan*^[6], whereby the latter constructed their house on Lot 4349-C-4. In the agreement, spouses Loren acknowledged that the owner of the land covered by Tax Declaration No. F-071425 where their house was constructed is Eligio. They also promised to vacate the lot once they can have their own lot where they can transfer their house.

In the meantime, the Contract of Rentals was renewed by the spouses Navarra after it expired. On the other hand, the spouses Loren continued to occupy the portion they previously occupied. When Priscilla died, her children, including herein petitioners, inherited and administered the subject lot.

In June 2007, petitioners made a demand from spouses Navarra to vacate the subject lot for their failure to pay the monthly rental. They also made a similar demand to spouses Loren to vacate the subject lot as they will use it. Respondents

refused to vacate, hence, petitioners brought the matter to the Lupong Tagapamayapa. As no settlement was reached, a certificate to file action was then issued.

On September 6, 2007, petitioners through counsel, sent a demand letter to respondents but the latter again refused to vacate the subject lot.

Hence, on May 28, 2008, petitioners filed a complaint for unlawful detainer, collection of unpaid rentals, and damages against respondents before the Municipal Trial Court in Cities (MTCC). As for respondents, they contended that the disputed lot is owned by Warlina Cabanducos, daughter of a certain Eulalia de Mira, as a consequence of the decision of the trial court in Civil Case No. 3371. They also contended that Tax Declaration No. F-071425 in the name of Eligio Valdehueza (covering Lot 4349-C-4 with an area of 1,374 sq. m.) no longer applies as the ownership of the co-owners of Lot 4349-C has been changed and defined; and that the area awarded to Eligio is 433 square meters only designated as Lot 22. Moreover, they argued that Lot 22 is very far from the area where their houses are constructed.

On October 21, 2010, the MTCC rendered a Judgment dismissing the case.

The MTCC ratiocinated, *viz*:

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Upon perusal of the records of the case, the possession of the plaintiffs of the litigated land has not been clearly established considering that the decision rendered by the Regional Trial Court of Misamis Oriental, Branch 17 in the Civil Case No. 3371 entitled "Eulalia de Mira, et. al. vs. Gregoria Bagting, et. al. For Partition and Damages" was not properly executed which segregated the shares of the co-owners of the property and a portion of which is the litigated property. There is a question as to the exact location that the plaintiffs are claiming and the property actually possessed by the defendants.

It is not safe to conclude then that defendants are occupants by mere tolerance of plaintiffs as alleged in the complaint because the identity of the portion of the litigated claimed by the plaintiffs must be properly identified first based on the Writ of Execution issued by the RTC 17 in favor of the Eulalia de Mira, et. al. In the alternative, the plaintiffs must have attached to their complaint the report of the Sheriff of RTC 17 that the claim of ownership by the plaintiffs of the portion litigated property has already been properly identified and defined upon the enforcement of the judgment rendered by RTC Branch 17. A summary action for unlawful detainer or ejectment is not the proper remedy in this case.

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Aggrieved, herein petitioners interposed an appeal before the RTC. On June 29,

2011, the court *a quo* rendered a Decision affirming the MTCC. The *fallo* reads:

WHEREFORE, premises considered, the instant Appeal is denied. The October 21, 2010 Judgment of the Municipal Trial Court in Cities, Branch 2, Cagayan de Oro City, in Civil Case No. C8-May-284, is hereby affirmed in toto.

SO ORDERED.

Hence, this petition.

Petitioners now come before Us raising the following assignment of errors^[7]:

I.

THE PIVOTAL ISSUE IN THIS CASE IS THAT THE HONORABLE RTC-18 GRAVELY ABUSED ITS DISCRETION IN RULING THAT CASE NO. 3371 OR THE DECISION THEREIN IS FINAL AND RELEVANT, CONTRARY TO JURISPRUDENCE, FACTS AND ADMISSIONS IN THIS CASE.

II.

IT ALSO SERIOUSLY ERRED IN RULING THAT PETITIONERS FAILED TO IDENTIFY THE DISPUTED LOTS AND THAT THEY ARE NOT ENTITLED TO POSSESSION OF SAID LOTS.

III.

RTC-18 AGAIN SERIOUSLY ERRED WHEN IT RULED THAT RESPONDENTS ARE NOT BOUND BY THE LEASE CONTRACT AND KASULATAN BASED ON THEIR NEGATIVE AND SELF SERVING ALLEGATIONS, AND IN TOTALLY DISREGARDING RESPONDENT'S ADMISSIONS IN PLEADINGS AND EXHIBITS ON RECORDS THAT THE LITIGATED BUILDINGS ARE IN PETITIONER'S LOTS.

IV.

FURTHER, IT GRAVELY ERRED IN RELYING ON RESPONDENTS' EXHS. "8", "9" AND SUBMARKINGS AS THEY ARE NOT ONLY IRRELEVANT, BUT INADMISSIBLE FOR BEING UNATTESTED COPIES.

Our Ruling

The petition is devoid of merit.

Petitioners contend that respondents spouses Navarra have in effect admitted that the former are the rightful owners of the lot as evidenced by the receipts representing monthly rentals paid to them. Moreover, the identities of the litigated lots are firmly established by the lease contract and *Kasulatan* which respondents cannot repudiate by their bare self-serving and negative declaration.

We do not agree.