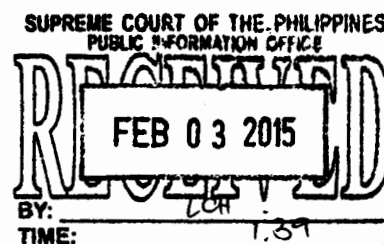




Republic of the Philippines
Supreme Court
Manila
FIRST DIVISION



NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated November 26, 2014 which reads as follows:

“G.R. No. 213838 – LARRY W. ALLEN, *Petitioner* v. VILMA MONEDA, *Respondent*. - The petitioner’s motion for an extension of thirty (30) days within which to file a petition for review on certiorari is **GRANTED**, counted from the expiration of the reglementary period.

The petitioner’s second motion for an extension of fifteen (15) days from September 19, 2014 within which to file a petition for review on certiorari is **DENIED**, considering that Sec. 2, Rule 45 of the Rules of Court, as amended, allows only a maximum of thirty (30) days within which to file a petition.

This petition for review assails the 23 July 2014 Decision¹ of the Court of Appeals in CA-G.R. CV No. 101073.

Respondent Vilma Moneda (Moneda) leased her house in Iriga City to petitioner Larry Allen (Allen) for 6 months, with an agreed monthly rent of ₱4,000.00. According to Allen, the lease included the use of a carport, sala, main interior kitchen, 3 bedrooms, interior comfort room, dirty kitchen, laundry room, backyard, maid’s quarter and an outdoor toilet. Allen paid ₱12,000.00 and began occupying the property on 8 September 2010. Allen alleged that two weeks later, Moneda informed him that the carport would be used by the occupant of the store in front of the leased house; that the maid’s quarter would be used by the driver; and that the

- over – four (4) pages

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¹ Penned by Associate Justice Mariflor P. Punzalan Castillo with Associate Justices Amy C. Lazaro-Javier and Zenaida T. Galapate-Laguilles, concurring. *Rollo*, pp. 54-63.

backyard and kitchen were not included in the lease. Allen also claimed that the electric and water supply of the house were disconnected due to non-payment by its former occupant. Allen had to pay the reconnection fees to have these utilities reconnected. Thus, he filed a complaint for injunction with temporary restraining order and damages against Moneda with the Regional Trial Court, Branch 34 of Iriga City (RTC).

In her Answer, Moneda contends that Allen had no cause of action against her. Moneda claimed that the agreement to lease her house was limited to the 3 bedrooms for 6 months. She also denied the allegations of harassment.

During the hearing for the application of a writ of preliminary injunction on 10 February 2011, Allen's counsel manifested that his client had vacated the leased premises. But the trial court allowed Allen to present evidence to prove damages.

On 8 February 2013, the RTC dismissed the complaint for lack of cause of action. Allen is ordered to pay the amount of ₱8,000.00 to Moneda representing the unpaid rentals. The trial court held that there is no sufficient evidence to support Allen's claim for damages. The trial court made the following findings: 1) the real intention of Allen was to lease only the main house as a separate unit, 2) the agreed monthly rent was reasonable and commensurate to the space of the lease premises, 3) Allen had no use of the carport because he did not have a car, 4) Allen had not shown any clear legal right over the common areas, 5) the disconnection of the electricity and water supply were justified, and 6) there was no proof of alleged harassment on the part of Moneda.

On appeal, the Court of Appeals affirmed the findings of the trial court. The appellate court agreed that the complaint for injunction had become moot and academic when Allen vacated the leased premises during the pendency of the case. Moreover, the appellate court ruled that Allen failed to prove by preponderance of evidence that Moneda acted with bad faith or malice. The appellate court sustained and echoed the factual findings of the RTC.

In this petition for review, Allen reiterates that Moneda acted with malice in committing the following acts:

1. Moneda did not pay the arrearages of the electricity and water supply that led to the unnecessary disconnection;

2. Although Moneda knew that the cause of the disconnection of the electricity and water supply are the arrears of her former occupant, she did not arrange for immediate reconnection;
3. Moneda materially breached the lease contract by unilaterally reducing the agreed leased areas;
4. Moneda blatantly ignored his complaint brought before the *barangay*;
5. When Allen was arrested and detained by the police, Moneda's husband, also a police officer, went to the police station to counsel the complainants against Allen; and
6. The wooden beam supporting the upper rafters of the house are partly rotten and its splicing joint had nearly detached that may cause a collapse of the roofing system. Moreover, there were traces of rain water leakage in the ceiling.

Allen submits that the instant action for injunction and damages is anchored on Articles 19, 20, 21 (on human relations), 2208, 2217 and 2229 (on damages) of the New Civil Code.

Questions of fact are not reviewable in a petition for review under Rule 45 of the Rules of Court, subject only to certain exceptions. Factual findings of the RTC, when affirmed by the Court of Appeals, are entitled to great weight and respect by this Court and are deemed final and conclusive.²

WHEREFORE, we find that the RTC and the Court of Appeals, which had fully considered the evidence presented, did not err in issuing their decisions.

The petitioner is hereby **DIRECTED** to **SUBMIT** within five (5) days from notice hereof, a soft copy in compact disc, USB or e-mail containing the PDF file of the signed second motion for extension pursuant to the Resolution dated February 25, 2014 in A.M. Nos. 10-3-7-SC and 11-9-4-SC.


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² *Tamayo v. Señora*, G.R. No. 176946, 15 November 2010, 634 SCRA 625, 632.

SO ORDERED.” PERLAS-BERNABE, J., on leave;
VILLARAMA, JR., J., acting member per S.O. No. 1885 dated November
24, 2014.

Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court ^{# 115}
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BOTOR-BOTOR LAW
OFFICES
Counsel for Petitioner
212 Romero Bldg.
Peñafrancia Ave.
4400 Naga City

Court of Appeals (x)
Manila
(CA-G.R. CV No. 101073)

Atty. Roy F. Moneda
Counsel for Respondent
San Isidro 4431 Iriga City

The Hon. Presiding Judge
Regional Trial Court, Br. 34
4431 Iriga City
(Civil Case No. IR-3840)

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