

SECOND DIVISION

[G.R. No. 206709, February 06, 2019]

**VDM TRADING, INC. AND SPOUSES LUIS AND NENA DOMINGO,
REPRESENTED BY THEIR ATTORNEY-IN-FACT, ATTY. F. WILLIAM
L. VILLAREAL, PETITIONERS, VS. LEONITA CARUNGCONG AND
WACK WACK TWIN TOWERS CONDOMINIUM ASSOCIATION,
INC., RESPONDENTS.**

DECISION

CAGUIOA, J:

Before the Court is a Petition for Review on *Certiorari*^[1] (Petition) under Rule 45 of the Rules of Court filed by petitioners VDM Trading, Inc. (petitioner VDM) and Spouses Luis and Nena Domingo (collectively referred to as the petitioners Sps. Domingo), assailing the Decision^[2] dated July 13, 2012 (assailed Decision) and Resolution^[3] dated March 20, 2013 (assailed Resolution) of the Court of Appeals (CA) Eleventh Division in CA-G.R. CV No. 89479.

The Facts and Antecedent Proceedings

As narrated by the CA in the assailed Decision and as culled from the records of the instant case, the essential facts and antecedent proceedings of the case are as follows:

On August 21, 2002, petitioner VDM and the petitioners Sps. Domingo filed before the Regional Trial Court of Mandaluyong City, Branch 213 (RTC) a Complaint for Damages^[4] (Complaint) against respondents Leonita Carungcong (respondent Carungcong), Wack Wack Twin Towers Condominium Association, Inc. (respondent Wack Wack), and Hak Yek Tan (Tan).

In the said Complaint, it was alleged that petitioner VDM is the owner of Unit 2208B-1 (the Unit) located at Wack Wack Twin Towers Condominium (the Condominium) at Wack Wack Road, Mandaluyong City. Petitioner Nena Domingo (petitioner Nena), the majority stockholder of petitioner VDM, and her husband, petitioner Luis Domingo (petitioner Luis), are the actual occupants of the Unit.

Sometime in December 1998, while the petitioners Sps. Domingo were in the United States, petitioner Nena's sister, Nancy Lagman-Castillo (Lagman-Castillo), discovered that soapy water was heavily penetrating through the ceiling of the Unit. With the leak persisting for several days, Lagman-Castillo reported the matter with the petitioners Sps. Domingo's counsel and attorney-in-fact, Atty. William Villareal (Atty. Villareal), as well as respondent Wack Wack's building administrator.

On December 10, 1998, Atty. Villareal allegedly met with respondent Wack Wack's Acting Property Manager, Arlene Cruz (Cruz), who supposedly revealed that she

previously conducted an inspection on the Unit and found that the strong leak apparently came from Unit 2308B-1, which is located directly above the Unit. Unit 2308B-1 is owned by respondent Carungcong, but was being leased by Tan at that time. Cruz allegedly explained that Unit 2308B-1's balcony, which was being utilized as a laundry area, had unauthorized piping and plumbing works installed therein, which were in violation of respondent Wack Wack's rules and regulations, as well as the building's original plans.

Atty. Villareal conducted his own inspection of the Unit in the presence of Lagman-Castillo and Cruz, and noted damages on the following: (1) ceilings and walls, including the wall paper and panel board; (2) cabinets and other improvements on the wall; (3) narra flooring, which showed warping and permanent discoloration; (4) bed, mattress, sheets, and covers; (5) curtains, which showed signs of shrinking and deterioration; (6) personal clothing, articles of personal use, and important documents inside the cabinet; and (7) miscellaneous damages.

For this reason, on behalf of the petitioners Sps. Domingo, Atty. Villareal sent a letter^[5] dated December 16, 1998, demanding that respondents Wack Wack and Carungcong make restoration works and/or pay for the damages caused upon the Unit.

When no action was taken by respondents Wack Wack and Carungcong after the lapse of a considerable length of time, Atty. Villareal allegedly sent another letter^[6] dated September 1, 1999 to respondents Wack Wack, Carungcong, and Tan, as well as Golden Dragon Real Estate Corporation (Golden Dragon), the developer of the Condominium, demanding that repairs be made on the Unit.

Subsequently, repair works on the Unit were referred to M. Laher Construction (M. Laher) for a quotation. In its letter^[7] dated September 1, 2000 addressed to petitioner Luis, M. Laher stated that the estimated cost in repairing the Unit's balcony, master bedroom, dining and living room, and the children's room amounted to P490,635.00. Afterwards, several demand letters^[8] were sent by the counsel of the petitioners Sps. Domingo to respondents Wack Wack, Carungcong, Tan, and Golden Dragon for the payment of the amount quoted by M. Laher, but to no avail.

Hence, the petitioners Sps. Domingo were constrained to file their Complaint. As stated in the Complaint, the cause of action against Tan is based on the supposed "unauthorized installation of plumbing in the balcony of Unit 2308-B1 and x x x unauthorized conversion of said balcony into a laundry/wash area"^[9] undertaken by Tan. As regards, respondent Carungcong, she was being held solidarity liable with respondent Tan as the registered owner of Unit 2308-B1, allegedly failing in her responsibility of ensuring that Tan is complying with all of the rules and regulations of respondent Wack Wack.^[10] With respect to respondent Wack Wack, the cause of action was based on the latter's alleged act of being "utterly negligent in failing to enforce and implement the Association's Rules and Regulations prohibiting illegal or unauthorized constructions, additions, or alteration by tenants to their units."^[11]

The petitioners Sps. Domingo prayed for the award of P490,635.00 as actual damages, P300,000.00 as exemplary damages, and P40,000.00 as attorney's fees, litigation expenses, and costs of suit.

Summonses were served upon all the respondents, except Tan who was no longer residing at the given address.

Subsequently, respondent Wack Wack filed an Answer with Counterclaim and Crossclaim^[12] against respondent Carungcong and Tan. It was respondent Wack Wack's contention that the responsibility of enforcing and monitoring the policies on the use and occupancy of condominium units lied solely with Golden Dragon, as embodied in the Amended Master Deed with Declaration of Restrictions of Wack Wack Twin Towers (Amended Master Deed).^[13] As stipulated therein, Golden Dragon had the duty to orient the unit owners of the Condominium on the prohibitions and restrictions regarding the construction, repair, or alteration of any structure within the units. On the other hand, respondent Wack Wack's obligation was limited to the implementation of the house rules and regulations affecting only the common and limited areas of the Condominium.

In its crossclaim, respondent Wack Wack alleged that if there was indeed any damage caused on the Unit, it would have been due to Tan's wrongdoing and the failure of respondent Carungcong to diligently and regularly monitor the former's activities.

For her part, respondent Carungcong filed her Answer with Third Party Complaint^[14] against Golden Dragon and its specialty contractor, Stalwart Builders Corporation (Stalwart). Respondent Carungcong argued that the soapy water which seeped through the ceiling of the Unit did not come from the balcony of her unit, Unit 2308B-1. Also, the installation of piping and plumbing works done by Stalwart was done with the permission and approval of Golden Dragon. She countered that if there was any defect in the plumbing works, the damages on the Unit should be assessed against Golden Dragon and Stalwart.

Summonses were not served upon Golden Dragon and Stalwart as they were no longer holding office in the addresses supplied by respondent Carungcong.^[15] As such, the RTC did not tackle anymore the Third Party Complaint.

The Ruling of the RTC

On December 19, 2006, the RTC rendered its Decision^[16] granting the Complaint against respondent Carungcong, the dispositive portion of which reads:

WHEREFORE, in view of the foregoing[,] judgment is hereby rendered granting the [C]omplaint against [respondent] Carungcong, and ordering the said [respondent] to pay [petitioner] the following amounts:

- (1) Php 490,635.00 as actual damages;
- (2) Php 100,000.00 as legal fees.

SO ORDERED.^[17]

The petitioners VDM and Sps. Domingo filed their Motion for Partial Reconsideration^[18] dated January 10, 2007, praying that respondent Wack Wack be

held solidarity liable with respondent Carungcong pursuant to the provisions of the Amended Master Deed.

Respondent Carungcong likewise moved for a reconsideration^[19] of the RTC's Decision, maintaining that the petitioners VDM and Sps. Domingo's causes of action should be directed and litigated against Golden Dragon instead.

In its Order^[20] dated July 18, 2007, the RTC modified its Decision and held that respondent Wack Wack is solidarity liable with respondent Carungcong for the award of damages granted to the petitioners. Meanwhile, the Motion for Reconsideration filed by respondent Carungcong was denied for lack of merit.

Hence, respondents Carungcong and Wack Wack appealed the RTC's Decision and Order before the CA.

The Ruling of the CA

In the assailed Decision, the CA granted the appeal of respondents Carungcong and Wack Wack, reversing the RTC's Decision dated December 19, 2006 and Order dated July 18, 2007. The dispositive portion of the assailed Decision reads:

WHEREFORE, the appeal is **GRANTED**. The appealed *Decision* and *Order* are **REVERSED and SET ASIDE**. The complaint for damages is hereby **DISMISSED**.

SO ORDERED.^[21]

In sum, the CA found that the records are bereft of any evidence showing that the damage to the petitioners' Unit was caused by the plumbing works done on the balcony of Unit 2308B-1. Further, the CA took cognizance of an already settled case previously initiated by the petitioners before the Housing and Land Use Regulatory Board (HLURB) concerning the Unit. The said case decided by the HLURB found that water leakage in the Unit was caused by the defective and substandard construction of the Unit by Golden Dragon, and not the plumbing works on the balcony of Unit 2308B-1.

The petitioners filed their Motion for Reconsideration of the assailed Decision on August 17, 2012, which was denied by the CA in the assailed Resolution.

Hence, this appeal *via* Petition for Review on *Certiorari* under Rule 45 of the Rules of Court.^[22]

On October 30, 2013, respondent Carungcong filed her Comments [To The Petition for Review on *Certiorari* under Rule 45]^[23] dated October 24, 2013. In response, on November 29, 2013, the petitioners filed their Omnibus Motion and Reply *Ad Cautelam* (To Respondent Leonita Carungcong's *Comments*)^[24] dated November 28, 2013. In their Omnibus Motion, the petitioners prayed that the counsel of respondent Carungcong, *i.e.*, Atty. Adriano I. Gaddi, be ordered to show cause for the late filing of respondent Carungcong's Comment. In a Resolution^[25] dated January 27, 2014, the Court denied the petitioners' Omnibus Motion.

After having been fined a sum of P1,000.00 by the Court in its Resolution^[26] dated February 16, 2015 for failing to file a comment on the instant Petition within the required period, on May 13, 2015, respondent Wack Wack filed its Comment^[27] [on the *Petition for Review on Certiorari* dated 28 May 2013] dated May 11, 2015.

Issue

Stripped to its core, the central issue to be decided by the Court is whether the CA erred in reversing the RTC's Decision dated December 19, 2006 and Order dated July 18, 2007, thus dismissing the petitioners' Complaint for Damages against respondents Carungcong and Wack Wack.

The Court's Ruling

The instant Petition is denied for lack of merit.

First and foremost, it must be stressed that the instant Petition centers on the petitioners' contention that the CA's assailed Decision and Resolution "are based on a misapprehension of facts."^[28] The instant Petition then proceeds to reiterate the contents of the testimony of their sole witness, Atty. Villareal, and the various documents he produced, arguing that the evidence on record allegedly establish the fact that the proximate cause of the damage to the Unit is the plumbing works made on the balcony of Unit 2308B-1 owned by respondent Carungcong.

Simply stated, the instant Petition raises pure questions of fact.

A question of facts exists when the doubt or difference arises as to the truth or falsehood of facts or when the query invites calibration of the whole evidence considering mainly the credibility of the witnesses, the existence and relevancy of specific surrounding circumstances as well as their relation to each other and to the whole, and the probability of the situation.^[29] That is precisely what the petitioners are asking the Court to do - to reassess, reexamine, and recalibrate the evidence on record.

A *catena* of cases has consistently held that questions of fact cannot be raised in an appeal *via certiorari* before the Court and are not proper for its consideration.^[30] The Court is not a trier of facts. It is not the Court's function to examine and weigh all over again the evidence presented in the proceedings below.^[31]

For this reason alone, the instant Petition warrants dismissal.

Nonetheless, after a careful review of the records of the instant case, the Court finds no cogent reason to reverse the CA's holding that the petitioners' Complaint for Damages against the respondents should be dismissed.

By alleging that damage was caused to their property by virtue of the respondents' individual and collective fault and/or negligence, the petitioners' cause of action is anchored on quasi-delict.

According to Article 2176 of the Civil Code, whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage