

SECOND DIVISION

[G.R. No. 213650, June 17, 2019]

BOOKLIGHT, INC., PETITIONER, VS. RUDY O. TIU, RESPONDENT.

DECISION

REYES, J. JR., J.:

This is a Petition for Review on *Certiorari*^[1] under Rule 45 of the Rules of Court, assailing the Decision^[2] dated July 31, 2013, and the Resolution^[3] dated July 21, 2014 of the Court of Appeals (CA)-Cagayan De Oro City in CA-G.R. CV No. 02154-MIN.

On February 13, 2003, Rudy O. Tiu (respondent) filed a case for Collection of Sum of Money, Damages, Attorney's Fees, Litigation Expenses and Attachment against Booklight, Inc. (petitioner) before the Regional Trial Court (RTC) of Butuan City.^[4]

The complaint alleged that petitioner entered into a contract of lease with respondent for a space in respondent's building to be used for petitioner's bookstore business. The lease was for five years, which expired on September 1, 2001. It was never renewed upon expiration although petitioner continued to occupy the premises until its business operations ceased on February 28, 2003. Alleging unpaid rentals from December 2001, respondent filed the said complaint.^[5]

Respondent's application for the issuance of a writ of attachment was granted by the RTC. Thus, petitioner's personal properties in the bookstore were attached and its funds in Rizal Commercial Banking Corporation were garnished.^[6]

In its Answer with Compulsory Counterclaim, petitioner alleged that there was no prior demand made by respondent and that it fully paid its rentals up to July 2002, among others.^[7]

On September 2, 2003, the RTC declared petitioner non-suited for its failure to file a pre-trial brief and for its failure to appear during the scheduled pre-trial. Petitioner filed a motion to lift order of non-suit, which was denied by the RTC in its Resolution dated July 26, 2004. Petitioner's motion for reconsideration was likewise denied by the RTC. Hence, the RTC set the hearing for the *ex parte* presentation of respondent's evidence on March 21, 2005.^[8]

Respondent then proceeded to the presentation of his evidence *ex parte*.^[9]

Meanwhile, the RTC's denial of petitioner's motion to lift order of non-suit was upheld by the CA, as well as by this Court in a Resolution dated April 2, 2008 in G.R. No. 181950.^[10]

On April 24, 2009, the RTC rendered a Decision^[11] in favor of respondent as follows:

WHEREFORE, in the light of the foregoing, judgment is hereby rendered in favor of [the respondent) and against [the petitioner), directing and ordering said [petitioner] to pay [respondent] the following sums of money, to wit:

a.) the sum of FOUR HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED EIGHTY SEVEN PESOS and FIFTY CENTAVOS ([P]465,587.50), Philippine Currency, as unpaid rentals from August 2002 up to February 2003, plus legal interest of 6% per annum beginning August 2002 until fully paid;

b.) the sum of ONE HUNDRED SIXTEEN THOUSAND THREE HUNDRED NINETY SIX PESOS and EIGHTY SEVEN CENTAVOS ([P]116,396.87), Philippine Currency, as attorney's fees;

c.) the sum of FIFTY FOUR THOUSAND SIX HUNDRED NINE PESOS and SIXTY FIVE CENTAVOS ([P]54,609.65), Philippine Currency, as litigation expenses;

d.) the sum of EIGHTEEN THOUSAND SEVEN HUNDRED TWELVE PESOS and NINETY EIGHT CENTAVOS ([P]18,712.98), Philippine Currency, as unpaid electric bill;

e.) the sum of FORTY FIVE THOUSAND NINE HUNDRED PESOS ([P]45,900.00), Philippine Currency, for expenses incurred for security services; and

f.) to pay the costs.

SO ORDERED.^[12]

On appeal, the CA affirmed the RTC's Decision with modification, as follows:

WHEREFORE, premises considered, the Decision dated April 24, 2009 of the Regional Trial Court, Branch 33, Butuan City, in Civil Case No. 5310, is **AFFIRMED with MODIFICATION**. The award of legal interest on the amount of unpaid rentals, the expenses incurred for security services rendered by Visa Security Services, the litigation expense as well as attorney's fees are hereby **DELETED**.

SO ORDERED.^[13]

Petitioner's motion for partial reconsideration was denied by the CA in its July 21, 2014 Resolution, *viz.*:

ACCORDINGLY, the Motion for Reconsideration is **DENIED**.

SO ORDERED.^[14]

Petitioner now questions the CA's Decision only with regard to matters raised on appeal but were not addressed therein.^[15] Petitioner avers that the CA neglected to rule on its claim for refund of the advanced rental and deposit it allegedly paid to respondent amounting to a total of One Hundred Nine Thousand Four Hundred Forty Pesos (P109,440.00).^[16]

Petitioner also argues that the electric bills should likewise be deleted for the same reason used by the CA in ruling for the deletion of the unpaid security fees. According to petitioner, since the electric bills were allegedly for the month of March 2003 and the CA found that it already ceased operations on February 28, 2003, it cannot be made liable therefor for the same reason that it was adjudged not responsible for the security bills from February 2003 to July 2003.^[17]

Petitioner likewise claims for the proceeds of the alleged auction sale of its attached goods, as well as its garnished funds, which "per [petitioner's] recollection from its previous inquiry with the lower court" amounts to Three Million, Three Hundred Seventy Five Thousand, One Hundred Sixty One Pesos, and Twelve Centavos (P3,375,161.12).^[18]

In fine, petitioner prays for the deduction of the advanced rental and deposit amounting to P109,440.00 and the electric bills amounting to P18,712.98 from the adjudged unpaid rentals; and after such deductions, the satisfaction of the resulting unpaid rentals from the proceeds of the garnished properties allegedly valued at P3,375,161.12 and the release of the balance thereof to the petitioner.^[19]

We deny the petition.

At the outset, it must be stressed that the issues raised herein are purely factual in nature, the determination of which is generally beyond this Court's judicial review under Rule 45 of the Rules of Court. A petition for review under Rule 45 should only cover questions of law. It is only in exceptional circumstances^[20] that the Court admits and reviews questions of fact considering that this Court is not a trier of facts; and the determination of factual issues is best left to the courts below, especially the trial courts.^[21] We do not find such exceptional circumstances herein.

The instant petition requires this Court to determine the following underlying questions, to wit: (1) whether or not there was an advanced rental and deposit amounting to P109,440.00; (2) if there was, whether or not this amount was already refunded or considered in the computation of the unpaid rentals; and (3) whether or not the electric bills amounting to P18,712.98 pertain only to March 2003. Clearly, a judicious determination of these issues necessitates an examination of available evidence on record, making them factual in nature, beyond the coverage of Rule 45.

Further, at this juncture, it must be remembered that the complaint herein was decided on the basis of the evidence presented by respondent *ex parte* considering that petitioner was declared non-suited for failure to file a pre-trial brief and to appear in the pre-trial conference.

However, before proceeding to its point, this Court takes the occasion to clarify that