

## THIRD DIVISION

[ A.C. No. 7494, June 27, 2008 ]

**WILSON CHAM, COMPLAINANT, VS. ATTY. EVA PAITA-MOYA,  
RESPONDENT.**

### R E S O L U T I O N

**CHICO-NAZARIO, J.:**

Before Us is a Complaint<sup>[1]</sup> for disbarment filed by complainant Wilson Cham against respondent Atty. Eva Paita-Moya, who he alleged committed deceit in occupying a leased apartment unit and, thereafter, vacating the same without paying the rentals due.

According to the Complaint, on 1 October 1998, respondent entered into a Contract of Lease<sup>[2]</sup> with Greenville Realty and Development Corp. (GRDC), represented by complainant as its President and General Manager, involving a residential apartment unit owned by GRDC located at No. 61-C Kalayaan Avenue, Quezon City, for a consideration of P8,000.00 per month for a term of one year.

Upon the expiration of said lease contract, respondent informed the complainant that she would no longer renew the same but requested an extension of her stay at the apartment unit until 30 June 2000 with a commitment that she would be paying the monthly rental during the extension period. Complainant approved such request but increased the rental rate to P8,650.00 per month for the period beginning 1 October 1999 until 30 June 2000.

Respondent stayed at the leased premises up to October 2000 without paying her rentals from July to October 2000. She also failed to settle her electric bills for the months of September and October 2000. The Statement of Account as of 15 October 2004<sup>[3]</sup> shows that respondent's total accountability is P71,007.88.

Sometime in October 2000, a report reached complainant's office that respondent had secretly vacated the apartment unit, bringing along with her the door keys. Also, respondent did not heed complainant's repeated written demands for payment of her obligations despite due receipt of the same, compelling complainant to file the present Complaint.

In her Answer,<sup>[4]</sup> respondent alleged that she had religiously paid her monthly rentals and had not vacated the apartment unit surreptitiously. She also averred that she transferred to another place because she was given notice by the complainant to vacate the premises to give way for the repair and renovation of the same, but which never happened until presently. Respondent actually wanted to ask that complainant to account for her deposit for the apartment unit, but she could not do so since she did not know complainant's address or contact number. For the same reason, she could not turn over to the complainant the door keys to the

vacated apartment unit.

After the mandatory preliminary conference conducted by the Commission on Bar Discipline of the Integrated Bar of the Philippines (IBP) at the IBP Building, Ortigas Center, Pasig City, the parties were given time to submit their respective Position Papers per Order<sup>[5]</sup> dated 17 February 2006. On 29 March 2006, complainant filed his Position Paper.<sup>[6]</sup> Respondent, despite the extension given, did not file hers. Hence, the case was deemed submitted for resolution.

On 8 September 2006, Investigating Commissioner Acerey C. Pacheco submitted his Report and Recommendation,<sup>[7]</sup> recommending the imposition of the penalty of three-month suspension on respondent for violation of the Code of Professional Responsibility, to wit:

WHEREFORE, it is respectfully recommended that herein respondent be held guilty of having violated the aforequoted provision of the Code of Professional Responsibility and imposed upon her the penalty of three (3) months suspension from the practice of law.

The IBP Board of Governors, however, passed Resolution No. XVII-2006-585<sup>[8]</sup> dated 15 December 2006, amending the recommendation of the Investigating Commissioner and approving the dismissal of the Complaint, thus:

RESOLVED to AMEND, as it is hereby AMENDED, the Recommendation of the Investigating Commissioner, and to APPROVE the DISMISSAL of the above-entitled case for lack of merit.

We do not agree with the foregoing Resolution of the IBP Board of Governors. The Complaint should not be dismissed and respondent must face the consequences of her actions.

It is undisputed that by virtue of a lease contract she executed with GRDC, respondent was able to occupy the apartment unit for a period of one year, from 1 October 1998 to 30 September 1999, paying a monthly rental of P8,000.00. Upon the expiration of the lease contract<sup>[9]</sup> on 30 September 1999, the same was renewed, but on a month-to-month basis at an increased rental rate of P8,650.00. Under such an arrangement, respondent was able to stay at the leased premises until October 2000, undoubtedly incurring electric bills during the said period.

A review of the records would reveal that respondent is, indeed, guilty of willful failure to pay just debt. Complainant is able to fully substantiate that respondent has existing obligations that she failed to settle.

Annex "D"<sup>[10]</sup> of the Complaint is a letter dated 11 September 2000 signed by complainant and addressed to respondent demanding that she settle her unpaid rentals for the period of three months, particularly, from 1 July to 30 September 2000. The letter appears to have been received by one Purificacion D. Flores. Annex "H" of the same Complaint is another letter dated 30 August 2004 by complainant reiterating his earlier demand for respondent to settle her unpaid rentals, as well as her unpaid Meralco bills. This second letter of demand was sent through registered mail and received by one Nonie Catindig. Respondent did not expressly deny receipt of both letters of demand in her Answer to the Complaint. Having failed to rebut the

foregoing allegations, she must be deemed to have admitted them. Section 11, Rule 8 of the Rules of Court, provides:

SECTION 11. Allegations not specifically denied deemed admitted. - Material averment in the complaint, other than those as to the amount of unliquidated damage, shall be deemed admitted when not specifically denied.

Moreover, a settled rule of evidence is that the one who pleads payment has the burden of proving it. Even where it is the plaintiff (complainant herein) who alleges non-payment, the general rule is that the burden rests on the defendant (respondent herein) to prove payment, rather than on the plaintiff to prove non-payment. The debtor has the burden of showing with legal certainty that the obligation has been discharged by payment.<sup>[11]</sup>

Apropos is another well-settled rule in our jurisprudence that a receipt of payment is the best evidence of the fact of payment.<sup>[12]</sup> In *Monfort v. Aguinaldo*,<sup>[13]</sup> the receipts of payment, although not exclusive, were deemed to be the best evidence. A receipt is a written and signed acknowledgment that money or goods have been delivered. In the instant case, the respondent failed to discharge the burden of proving payment, for she was unable to produce receipts or any other proof of payment of the rentals due for the period of 1 July to 20 September 2000.

It is thus evident to this Court that respondent willfully failed to pay her just debts. Her unpaid rentals and electric bills constitute "just debts," which could be any of the following: (1) claims adjudicated by a court of law; or (2) claims the existence and justness of which are admitted by the debtor.<sup>[14]</sup>

Having incurred just debts, respondent had the moral duty and legal responsibility to settle them when they became due. Respondent should have complied with just contractual obligations, and acted fairly and adhered to high ethical standards to preserve the court's integrity, since she is an employee thereof. Indeed, when respondent backtracked on her duty to pay her debts, such act already constituted a ground for administrative sanction.

Respondent left the apartment unit without settling her unpaid obligations, and without the complainant's knowledge and consent. Respondent's abandonment of the leased premises to avoid her obligations for the rent and electricity bills constitutes deceitful conduct violative of the Code of Professional Responsibility, particularly Canon I and Rule 1.01 thereof, which explicitly state:

"CANON 1- A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and legal processes.

"Rule 1.01- A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct."

Respondent's defense that she does not know where to find the complainant or his office is specious and does not inspire belief considering that she had been occupying the apartment unit and paying the rents due (except for the period complained of) for almost two years. How she could have dealt with complainant and GRDC for two years without at all knowing their office address and contact