

SECOND DIVISION

[G.R. No. 127141, April 30, 2003]

**SPOUSES EMMANUEL LANTIN AND MELANIE LANTIN,
PETITIONERS, VS. THE HONORABLE COURT OF APPEALS (FIRST
DIVISION) AND THE SPOUSES ROLAND B. BELTRAN AND MA.
VICTORIA REYES-BELTRAN, RESPONDENTS.**

D E C I S I O N

CALLEJO, SR., J.:

This is a petition for review on certiorari of the August 27, 1996 Decision,^[1] and the November 12, 1996 Resolution^[2] of the Court of Appeals in CA-G.R. SP No. 40047. The assailed decision reversed that of the Regional Trial Court of Parañaque City, Branch 259,^[3] and ordered the petitioners to reimburse to the respondents, spouses Roland and Ma. Victoria Beltran, the sum of P1,587.90 for the payment made by them for the petitioners' water consumption and homeowners' association dues for the month of March 1994. The assailed resolution denied petitioners' motion for reconsideration.

The factual backdrop of the case is as follows:

The petitioners, spouses Emmanuel Lantin and Melanie Lantin were former lessees of a residential house, owned by Esperanza C. Reyes, located at No. 12 Palm Spring Avenue, Merville Park Subdivision in Parañaque City. Some time in March 1994, the petitioners informed their lessor, Ms. Reyes, that they were terminating the lease contract. They vacated the leased premises on March 19, 1994 but retained the key to the house to enable them to remove the intercom unit which they installed therein. The petitioners turned over the key to the house to its owner on March 30, 1994. On even date, Ms. Reyes returned to the petitioners a check in the amount of P8,000.00 which they issued representing the one (1) month deposit on the house. Ms. Reyes issued another check in favor of the petitioners in the amount of P4,514.50 representing the balance of the other one (1) month deposit, after deducting the amount of P4,514.50 contained in an unsigned cash voucher turned over by Ms. Reyes to the petitioner:

CASH VOUCHER

MELANIE M. LANTIN*** DATE March 30, 1994

P A R T I C U L A R	A M O U N T
Balance – 1 month deposit - P8,000.00	
Less: Additional 4 days at P266.66/day	<u>-1,066.00</u>

	P6,934.00
Less: Electric Bill (2/03 – 3/04/94)	1,238.90
	P5,695.10
Less: Water & MPHA dues (S/A – 3/01/94)	1,180.60
Balance to be refunded -	<u>P4,514.50</u>
	vvvvvvvvvvvvvv
FOUR THOUSAND FIVE HUNDRED FOURTEEN & 50/100**	
TOTAL	P 4 ,514.50 ^[4]

Ms. Reyes then leased the aforesaid house to the respondents who moved in on April 23, 1994. The respondents later discovered that there were utility bills pertaining to the house that were left unpaid. The billing statements received by the respondents included: electric bill covering the period of March and April 1994 in the amount of P1,238.90, water consumption and homeowners' association dues also for March and April 1994 in the amount of P1,587.90; and a telephone bill in the amount of P1,906.24. Afraid that their telephone, electric and water supply would be cut off if they let the bills remain unpaid, the respondents were constrained to settle them on behalf of petitioners.

Consequently, the respondents demanded from the petitioners reimbursement in the total amount of P4,733.04. However, the petitioners refused to pay the respondents. The matter was then brought to the barangay authorities for the requisite conciliation proceedings, as the parties reside in the same subdivision, to no avail.

The respondents filed a complaint against the petitioners for the collection of the principal amount of P4,733.04 with the Metropolitan Trial Court (MeTC) of Parañaque City, Branch 77. As the case was within the purview of the Rules on Summary Procedure, the parties submitted their respective affidavits and documentary evidence. Thereafter, the MeTC rendered its judgment thereon.

The MeTC ruled in favor of the petitioners upon finding that they had already paid the electric bill, Merville Park Homeowners' Association (MPHA) water consumption and association dues to the owner of the house, Ms. Reyes, who deducted the corresponding amounts from the petitioners' deposit. With respect to the telephone bill, the MeTC ruled that the respondents paid the same without the petitioners' consent and that they had not benefited from the said payment as would entitle the respondents to claim for reimbursement. The decretal portion of the MeTC Decision, dated August 24, 1995, reads:

WHEREFORE, this case is hereby ordered DISMISSED the same with defendants' counterclaim. With cost against the plaintiff.

SO ORDERED.^[5]

The respondents elevated the case to the Regional Trial Court of Parañaque City, Branch 259, which affirmed *in toto* the decision of the MeTC. The decretal portion of the RTC Decision, dated December 21, 1995, reads:

WHEREFORE, finding no reversible error the decision appealed from is hereby affirmed *in toto*.

SO ORDERED.^[6]

Undaunted, the respondents appealed to the Court of Appeals (CA) which rendered the assailed decision reversing and setting aside that of the RTC. The appellate court found that the respondents paid for the petitioners' water consumption and homeowners' association dues in the amount of P1,587.90 and the respondents are thus entitled to reimbursement for said payment. However, like the lower courts, the appellate court found that the respondents are not entitled to reimbursement for the electric bill and telephone bill payments. The dispositive portion of the assailed CA Decision, dated August 27, 1996, reads:

WHEREFORE, IN VIEW OF THE FOREGOING, the petition is hereby GRANTED. The challenged Decision dated December 21, 1995 is REVERSED and SET ASIDE, and a new one is rendered ordering private respondents to pay petitioners only the sum of P1,587.90 as reimbursement for the MPHA water consumption and association dues for the month of March 1994. No pronouncement as to costs.

SO ORDERED.^[7]

Aggrieved, the petitioners come to this Court alleging that:

RESPONDENT COURT OF APPEALS ERRED IN HOLDING PETITIONERS
LIABLE FOR THE MPHA WATER CONSUMPTION BILL AND ASSOCIATION
DUES ALLEGEDLY PAID BY PRIVATE RESPONDENTS.^[8]

The petitioners assert that, contrary to the appellate court's finding, they already paid the water consumption and association dues to Ms. Reyes, the owner of the leased premises. As proof thereon, the petitioners point to the cash voucher^[9] issued to them by Ms. Reyes showing that she deducted from the petitioners' one month deposit of P8,000.00 the following amounts: P1,066.00 as payment for the extra four days in the leased premises; P1,238.90 as payment for the electric bill; and P1,180.60 as payment for the MPHA water consumption and association dues. Consequently, Ms. Reyes issued to the petitioners a check in the amount of P4,514.50 representing the balance of the one month deposit after deducting the said amounts.

The petitioners further argue that the respondents had not presented proof that they actually paid the water consumption and association dues because the receipt for said payment was in Ms. Reyes' name. Finally, they contend that no privity of contract existed between them and the respondents. Hence, granting *arguendo* that the petitioners had not paid the water consumption and association dues, it is Ms. Reyes, the owner of the leased premises, and not the respondents, who has the