

SPECIAL SIXTEENTH DIVISION

[CA-G.R. CV No. 101626, March 10, 2015]

**TULUNGAN MAGKAKAPIT-BAHAY (TMB), INC., PLAINTIFF-
APPELLEE, VS. BEATRIZ N. AGUIRRE, DEFENDANT-APPELLANT.**

DECISION

BUESER, J.:

This is an appeal by Beatriz N. Aguirre ("appellant") from the Decision dated September 9, 2013, of the Regional Trial Court, Branch 192, Marikina City in Civil Case No. 2006-1137-MK, the dispositive portion of which reads -

"WHEREFORE, judgment is hereby rendered against the defendant as follows:

1. ORDERING the defendant and all persons claiming rights and interests under her to vacate Lot 10, Block 12, Purok 6, Malanday, Marikina City and surrender possession thereof to the plaintiff;
2. ORDERING the defendant to pay plaintiff the amount of Two Thousand Pesos (Php2,000.00) per month as reasonable compensation for the use of the subject lot computed from June 2004 until such time that possession thereof is surrendered to the plaintiff; and,
3. ORDERING the defendant to pay plaintiff the amount of Thirty Thousand Pesos (Php30,000.00) as and by way of attorney's fees plus cost of the suit.

SO ORDERED."

The Antecedents

Tulungan Magkakapit-Bahay (TMB), Inc. ("appellee association") alleged that it is a homeowners association, registered as non-stock and non-profit. It is composed of informal settlers occupying a parcel of land located in Purok 6, Malanday, Marikina City. The land was then owned by the Dela Vega family. On May 26, 2004, appellee took out a loan, payable in 25 years, from the National Home Mortgage Finance Corporation ("NHMFC") under the Community Mortgage Program and bought the said parcel of land. Transfer Certificate of Title No. 442442 was issued under the name of appellee association by the Registry of Deeds of Marikina City.

Appellant was one of the informal settlers occupying a portion of the parcel of land ("subject property"). However, she refused to be a member of appellee association and thus cannot be a beneficiary of the loan taken out by the former. Appellee association, to remedy the matter, sent out demand letters^[1] to the appellant demanding that she pay rental dues on the lot she is occupying and vacate the same. The demands were left unheeded, prompting appellee association to file the instant complaint for recovery of possession and for payment of accrued rentals, to

protect its interest.

Appellant, on the other hand, admitted that appellee association is the registered owner of the subject property. She is a member of appellee association but she admitted not paying the monthly amortization because she knows the loans were anomalously contracted by the appellee association.

Subsequently, a pre-trial conference was held.

Thereafter, trial on the merits ensued.

The Trial Court's Ruling

After due proceedings, the trial court rendered the assailed Decision dated September 9, 2013 ruling that -

"After a careful examination of the evidence respectively presented by the parties, the court is convinced that the Complaint has merit. Plaintiff was able to show by preponderance of evidence that it is entitled to recover possession of the parcel of land identified as Lot 10, Block 12, Purok 6, Malanday, Marikina City, which the defendant occupies. Further, plaintiff was also able to show that it is entitled to collect rental payment from the defendant.

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Having been excluded from the Masterlist of Beneficiaries and Loan Apportionment (Exhibit "I") and refusing to pay any amortization towards the purchase of the subject lot, defendant does not have a valid claim to continue possession thereof as against plaintiff, the registered owner."

Hence, this appeal.

Assignment of Errors

I

THE TRIAL COURT ERRED IN HOLDING THAT APPELLANT IS NOT A MEMBER OF THE APPELLEE ASSOCIATION AND SHE HAS NO RIGHT TO THE LOT SHE IS OCCUPYING.

II

THE TRIAL COURT ERRED IN ORDERING APPELLANT TO VACATE THE LOT SHE IS OCCUPYING AND TO PAY APPELLEE ASSOCIATION REASONABLE COMPENSATION AND ATTORNEY'S FEES.

III

THE TRIAL COURT ERRED IN NOT HOLDING THAT APPELLANT IS ENTITLED TO HER COUNTERCLAIMS.