

12 August 2013

MARIA C. SANTOS

111 Bonifacio Street, Canumay East,
Valenzuela City

Madam:

We write in behalf of our client, ABCD Financial Services, Inc., the matter of your non-payment of your obligation.

Records disclose that you have an outstanding obligation with our client in the amount of Php100,000.00 inclusive of interest and surcharges. Despite repeated demands, you failed and continuously fail to pay the aforesaid amount.

Accordingly, **FINAL DEMAND** is hereby made upon you to settle the amount of **Php100,000.00** within **FIFTEEN (15) days** from receipt of this letter. Otherwise, we will be constrained to file the necessary legal action against you to protect the interest of our client.

We trust that you will give this matter your prompt and preferential attention to avoid the expense and inconvenience of litigation.

Truly yours,

ATTY. JUAN C. DELA CRUZ

Dear PAO,

What action can we take against our tenants who do not pay rent and refuse

to leave as well?

RF

Dear RF,

In every contract of lease of things or properties, the lessor is under obligation to give to another the enjoyment or use of a thing for a certain price and for a period which may be definite or indefinite (Article 1643, Civil Code of the Philippines). He is also obliged to deliver the object of the lease in such a condition as to render it fit for the use intended, to make necessary repairs and to maintain the lessee in the peaceful and adequate enjoyment of the lease for the entire duration of the contract (Article 1654, Civil Code of the Philippines). The lessee, on the other hand, is bound to pay the process of the lease according to the terms they have agreed upon, to use the thing leased as a diligent father of a family; and to pay the expenses for the deed of lease (Article 1657, Civil Code of the Philippines). The failure of one of the parties to comply with his obligation shall give the other the right to perform all the remedies provided by law.

The failure of the tenant to pay rent for a total of three (3) months shall be a ground for judicial ejectment. Section 9 of Republic Act (R.A.) No. 9653 or the Rent Control Act of 2009 provides:

“Section 9. Grounds for Judicial Ejectment. Ejectment shall be allowed on the following grounds:

xxx

Arrears in payment of rent for a total of three (3) months: Provided, that in the case of the refusal by the lessor to accept payment of the rent agreed upon, the lessee may either deposit, by way of consignation, the amount in court, or with the city or municipal treasurer, as the case may be, or barangay chairman, or in a bank in the name of and with notice to the lessor, within one (1) month after the refusal of the lessor to accept payment.

xxx”

If your tenants have not paid their rent for three (3) months or more, you may send them a demand letter to pay and in case of their failure to do so, to vacate the property leased. You may also bring the matter to your barangay for a possible amicable settlement. However, if despite doing the foregoing, your tenants unjustly refuse to comply with their obligation, you may file an action for ejectment against your tenants before the Municipal Trial Court of the place where the property leased is situated.

We hope that we were able to answer your queries. Please be reminded that this advice is based solely on the facts that you have narrated and our appreciation of the same. Our opinion may vary when other facts are changed or elaborated.

Editor's note: Dear PAO is a daily column of the Public Attorney's Office.

Questions for Chief Acosta may be sent to dearpao@www.manilatimes.net

Demand Letter for Ejectment

A **Demand Letter** should be used when the **owner** of a property wants to recover the possession of the property from a person who is currently possessing the same (the "possessor"). Generally, it is **not necessary** to send a demand letter before beginning judicial proceedings to recover possession of the property. However, if the judicial proceedings will be for **unlawful detainer**, it is **necessary** for the landlord/owner to **first send a demand letter** to the tenant or the person occupying the property to **pay** the rent or **comply** with the conditions of the lease contract **and** to **vacate** the property. An exception to this exception is if the unlawful detainer is based on the **expiration of the lease**, in which case a demand letter is not necessary.

Unlawful Detainer

There is an unlawful detainer when the possessor **unlawfully withholds** possession of the property after his right to the possession is **terminated**. The right of the possessor to possess the property can come from an **express contract**, such as a lease agreement, or an **implied contract**, such as when the owner allows the possessor to enter and stay on the property out of the generosity of the owner.

Examples of unlawful detainer are:

- when a tenant fails to pay rent and refuses to vacate the property despite demand of the owner;
- when a tenant fails to comply with a condition in the lease contract and refuses to vacate the property despite the demand of the owner;

- when the owner allows another person to enter and stay on the property and the person refuses to vacate and surrender the property upon demand of the owner;
- when the lease period ends and the tenant refuses to return the property.

In the given examples, the person in possession of the property had a right to possess the property (because of the lease contract or the consent of the owner) and the said right ended (by the demand of the owner to vacate and surrender the property or the expiration of the lease).

How to use this document

The user will be asked to fill in the **general information** of the owner and, if applicable, the owner's representative and the possessor of the property, such as their names, address, and contact information. The user will also be asked to identify the property and the circumstances surrounding the demand to vacate the property through a series of questions.

For leases falling under the **Rent Control Act**, as explained below, the tenant can only be evicted from the property after the tenant has missed payment for at least three (3) months.

After completing the document, the user should print the document and have the owner or representative of the owner sign it.

The demand letter can be sent through **any means** except if the cause is unlawful detainer, in which case, the letter **should** be sent by:

- personal delivery to the tenant or person found on the property
- posting the letter on the property if no one is found on the property
- registered mail

Applicable law

There are no laws outlining the requirements for a Demand Letter for Eviction **except** if the cause is **unlawful detainer**. If the cause is unlawful detainer, the [Rules of Court](#) provides that the demand must be to pay or comply with the conditions of the lease and to vacate the property. It also provides for the proper mode of service (or delivery) of the demand letter.

[Republic Act No. 9653](#), otherwise known as the Rent Control Act, as extended and amended by [HUDCC Resolution No. 1, Series of 2017](#), governs leases for all residential units in the following:

- National Capital Region and other highly urbanized cities, the total amount of rent ranges from P1.00 to P10,000.00; and
- All other areas, the total amount of rent ranges from P1.00 to P5,000.00.

How to modify the template

You fill out a form. The document is created before your eyes as you respond to the questions.

At the end, you receive it in **Word and PDF** formats. You can **modify** it and **reuse** it.

Fill out the template

A guide to help you: [When the Rent is not Paid](#)

Other names for the document: Demand Letter for Eviction, Demand Letter for Unlawful Detainer, Demand Letter for Forcible Entry, Demand Letter for Non-payment of Rent, Demand Letter for Refusal to Vacate and Surrender the Property

Country: Philippines

Housing and Real Estate - Other downloadable templates of legal documents

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- [Residential Sublease Agreement](#)
- [Late Rent Notice](#)
- [Demand Letter for Return of Security Deposit](#)
- [Renter's Letter to End Lease](#)
- [Notice of Lease Violation](#)
- [Maintenance Request Letter](#)
- [Parking Space Rental Agreement](#)

<https://www.wonder.legal/ph/modele/demand-letter-ejectment>
