

Republic of the Philippines
Congress of the Philippines
Metro Manila

Thirteenth Congress
Second Regular Session

Begun and held in Metro Manila, on Monday, the twenty-fifth day of July, two thousand and five.

Republic Act No. 9341

AN ACT ESTABLISHING REFORMS IN THE REGULATION OF RENT OF CERTAIN RESIDENTIAL UNITS, PROVIDING THE MECHANISMS THEREFOR AND FOR OTHER PURPOSES

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Short Title. - This Act shall be known and cited as the "Rent Control Act of 2005."

SEC. 2. Declaration of Policy. - The State shall, for the common good, undertake a continuing program of encouraging the development of affordable housing for the lower income brackets.

Toward this end, the State shall continue to protect housing tenants in the lower income brackets from unreasonable rent increases.

SEC. 3. Limit on Increases in Rent. - The rent of any residential unit covered by this Act shall not be increased by more than ten percent (10%) annually as long as the unit is occupied by the same lessee. When the residential unit becomes vacant, the lessor may set the initial rent for the next lessee.

SEC. 4. Definition of Terms. - The following terms as used in this Act shall be understood as:

(a) "Rent" shall mean the amount paid for the use or occupancy of a residential unit whether payment is made on a monthly or other basis.

(b) "Residential unit" shall refer to an apartment, house and/or land on which another's dwelling is located and used for residential purposes and shall include not only buildings, part or units thereof used solely as dwelling places, boarding houses, dormitories, rooms and bedspaces offered for rent by their owners, except motels, motel rooms, hotels, hotel rooms, but also those used for home industries, retail stores or other business purposes if the owner thereof and his or her family actually live therein and use it principally for dwelling purposes.

(c) "Immediate members of family of the lessee or lessor" for purposes of repossessing the leased premises, shall be limited to his or her spouse, direct descendants or ascendants, by consanguinity or affinity.

(d) "Lessee" shall mean the person renting a residential unit.

(e) "Owner/Lessor" shall include the owner or administrator or agent of the owner of the residential unit.

(f) "Sublessor" shall mean the person who leases or rents out a residential unit leased to him by an owner.

(g) "Sublessee" shall mean the person who leases or rents out a residential unit from a sublessor.

SEC. 5. Rent and Requirement of Bank Deposit. - Rent shall be paid in advance within the first five (5) days of every current month or the beginning of the lease agreement unless the contract of lease provides for a later date of payment. The lessor cannot demand more than one (1) month advance rent. Neither can he demand more than two (2) months deposit which shall be kept in a bank under the lessor's account name during the entire duration of the lease agreement. Any and all interest that shall accrue therein shall be returned to the lessee at the expiration of the lease contract.

In the event however, that the lessee fails to settle rent, electric, telephone, water or such other utility bills or destroys any house components and accessories, the deposits and interests therein shall be forfeited in favor of the latter in the amount commensurate to the pecuniary damage done by the former.

SEC. 6. Assignment of Lease or Subleasing. - Assignment of lease or subleasing of the whole or any portion of the residential unit, including the acceptance of boarders or bedspacers, without the written consent of the owner/lessor is prohibited.

SEC. 7. Grounds for Judicial Ejectment. - Ejectment shall be allowed on the following grounds:

(a) Assignment of lease or subleasing of residential units in whole or in part, including the acceptance of boarders or bedspacers, without the written consent of the owner/lessor;

(b) Arrears in payment of rent for a total of three (3) months: Provided, That in the case of refusal by the lessor to accept payment of the rent agreed upon, the lessee may either deposit, by way of consignment, the amount in court, or with the city or municipal treasurer, as the case may

be, or in a bank in the name of and with notice to the lessor, within one month after the refusal of the lessor to accept payment.

The lessee shall thereafter deposit the rent within ten (10) days of every current month. Failure to deposit the rent for three (3) months shall constitute a ground for ejectment.

The lessor, upon authority of the court in case of consignment or upon joint affidavit by him and the lessee to be submitted to the city or municipal treasurer and to the bank where deposit was made, shall be allowed to withdraw the deposits;

(c) Legitimate need of the owner/lessor to repossess his or her property for his or her own use or for the use of any immediate member of his or her family as a residential unit: Provided, however, That the lease for a definite period has expired: Provided, further, that the lessor has given the lessee the formal notice three (3) months in advance of the lessor's intention to repossess the property and: Provided, finally, that the owner/lessor is prohibited from leasing the residential unit or allowing its use by a third party for a period of at least (1) year from the time of repossession.

(d) Need of the lessor to make necessary repairs of the leased premises which is the subject of an existing order of condemnation by appropriate authorities concerned in order to make the said premises safe and habitable: Provided, That after said repair, the lessee ejected shall have the first preference to lease the same premises: Provided, however, That the new rent shall be reasonably commensurate with the expenses incurred for the repair of the said residential unit and: Provided, finally, That if the residential unit is condemned or completely demolished, the

lease of the new building will no longer be subject to the aforementioned first preference rule in this subsection; and

(e) Expiration of the period of the lease contract.

SEC. 8. Prohibition Against Ejectment by Reason of Sale or Mortgage. - No lessor or his successor-in-interest shall be entitled to eject the lessee upon the ground that the leased premises have been sold or mortgaged to a third person regardless of whether the lease or mortgage is registered or not.

SEC. 9. Rent-to-Own Scheme. - At the option of the lessor, he or she may engage the lessee in a written rent-to-own agreement that will result in the transfer of ownership of the particular dwelling in favor of the latter. Such an agreement shall be exempt from the coverage of Section 3 of this Act.

SEC. 10. Application of the Civil Code and Rules of Court of the Philippines. - Except when the lease is for a definite period, the provision of paragraph (1) of Article 1673 of the Civil Code of the Philippines, insofar as they refer to residential units covered by this Act, shall be suspended during the effectivity of this Act, but other provisions of the Civil Code and the Rules of Court on lease contracts, insofar as they are not in conflict with the provisions of this Act shall apply.

SEC. 11. Coverage of this Act. - All residential units in the National Capital Region and other highly urbanized cities the total monthly rent for each of which does not exceed Ten thousand pesos (P10,000.00) and all residential units in all other areas the total monthly rent for each of which does not exceed Five thousand pesos (P5,000.00) as of the effectivity date of this Act shall be covered, without prejudice to existing contracts.

SEC. 12. Penalties. - A fine of not less than Five thousand pesos (P5,000.00) nor more than Fifteen thousand pesos (P15,000.00) or imprisonment of not less than one (1) month and one (1) day to not more than six (6) months or both shall be imposed on any person, natural or juridical, found guilty of violating any provision of this Act.

SEC. 13. Information Drive. - The Department of the Interior and Local Government and the Housing and Urban Development Coordinating Council, in coordination with other concerned agencies, are hereby mandated to conduct a continuing information drive about the provisions of this Act.

SEC. 14. Transitory Provision. - The Housing and Urban Development Coordinating Council and its attached housing agencies are hereby mandated to formulate within six (6) months from effectivity hereof, a transition program which will provide for safety measures to cushion the impact of a free rent market.

SEC. 15. Separability Clause. - If any provision or part hereof is held invalid or unconstitutional, the remainder of the law or the provision not otherwise affected shall remain valid and subsisting.

SEC. 16. Repealing Clause. - Any law, presidential decree or issuance, executive order, letter of instruction, administrative order, rule or regulation contrary to or inconsistent with the provisions of this Act is hereby repealed, modified or amended accordingly.

SEC. 17. Effectivity Clause. - This Act shall take effect beginning fifteen (15) days after its complete publication in at least two (2) newspapers of general circulation until 31 December 2008.

Approved,

FRANKLIN DRILON

President of the Senate

JOSE DE VENECIA JR.

Speaker of the House of Representatives

This Act which is a consolidation of Senate Bill No. 1956 and House Bill No. 3356 was finally passed by the Senate and the House of Representatives on October 25, 2005 and November 7, 2005, respectively.

OSCAR G. YABES

Secretary of Senate

ROBERTO P. NAZARENO

Secretary General

House of Representatives

Approved: December 21, 2005

GLORIA MACAPAGAL-ARROYO

President of the Philippines