

# What the Investor/Property Owners in Camp John Hay *Should* know

Over the past nine years, CJHDEVCO has consistently defended the rights of property owners/investors who have invested in Camp John Hay and placed their trust in the government's Public-Private Partnership (PPP) campaign way back in 1997. Under the Master Development Plan approved by the BCDA, CJHDEVCO was authorized to sell golf club shares, townhouses, condominiums, hotels, and similar facilities.

## **Supreme Court Did Not Order the Eviction of Owners/Investors**

- The Final Award did not order CJHDEVCO to return Camp John Hay to BCDA free of its lawful occupants.
- The Final Award ordered CJHDEVCO to vacate the Leased Premises and deliver to BCDA the Leased Property only "as far as practicable".
- This means that portions of the Leased Property already in the legal possession of third parties (i.e. owners/investors) cannot be returned to the BCDA.

## **50-year Lease from Day 1**

- CJHDEVCO was granted a 25-year lease with sole option to renew for another 25 years, which option was exercised by CJHDEVCO from Day 1.
- BCDA is aware of the 50-year term. BCDA had directors/officers who sat on the board of CJHDEVCO from 2003 to 2012, and so have full knowledge of operations including sales with 50-year terms.
- BCDA's Chairman also served as member of CJHDEVCO board from 2003 to 2012 who authorized CJHDEVCO to sell properties with 50-year terms.

## **BCDA was a party to, and benefited from the 50-year lease.**

- BCDA instructed CJHDEVCO to invite public investments in Camp John Hay, guaranteeing 50-year terms.
- BCDA itself accepted rental payments from CJHDEVCO in the form of 30 golf shares, 16 Manor Units, 10 Forest Lodge Units, and 5 Log homes, with dacion values all computed under 50-year leasehold terms.
- The BCDA instructed CJHDEVCO to sell 50-year leases. Therefore they are beneficiaries from it/the 50-year leases.
- The Limited Warranty Deeds issued to BCDA for Manor and Forest Lodge Units contained 50-year leasehold term annotations.
- BCDA even authorized CJHDEVCO to sell, on behalf of BCDA, properties dacioned as rental payments, with proceeds of sales to be received by BCDA.
- BCDA is Party to and Benefitted from the 50-year lease.

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## **BCDA in Breach from the Beginning**

- Arbitral Tribunal found BCDA in breach of the lease agreement from the beginning.
- CJHDEVCO rightfully suspended lease payments because of BCDA's breach.
- Arbitral Tribunal ordered BCDA to return rental payments made by CJHDEVCO.
- To date, BCDA has still not refunded the rental payments owed to CJHDEVCO.
- The Arbitral Tribunal also ordered that "the moneys and benefits already received by CJHDEVCO will compensate it for whatever interests may due for BCDA's use of CJHDEVCO's money." The Tribunal ruled that CJHDEVCO gets to keep "money and benefits" received, which include payments made by owners/investors for the improvements, as compensation for BCDA's interest obligation.

## **Owners/Investors are Builders in Good Faith who Cannot be Evicted Without Just Compensation**

- Owners/Investors are not mere sub-lessees; they own the improvements on their properties until 2046.
- As "builders in good faith", owners/investors have the right to retain ownership of the improvements separate from the land lease itself.
- Supreme Court rescinded the land lease but it did not revoke the ownership of improvements lawfully acquired by the owners/investors.
- Evicting the owners/investors violates their constitutional right to due process, especially since they were not parties to the case between CJHDEVCO and BCDA.
- The only legal way for BCDA to proceed is to either:
  - Recognize owners/investors' ownership rights, OR
  - Pay just compensation for their condotel units, homes, and such.

## **Less Rights than Informal Settlers**

- Even informal settlers have more rights than legitimate unit owners/investors in Camp John Hay. At the very least the informal settlers are given compensation and relocation, along with sufficient time to relocate, while Camp John Hay owners/investors are forcibly removed without due process or just compensation.

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## **Owners/Investors Must Unite and Fight for Their Rights**

BCDA claims that its takeover of Camp John Hay is a "win for the Filipino people" because it will bring in new investments. In reality, BCDA is evicting the Filipino people who have already invested their life savings in Camp John Hay.

**Owners/Investors must assert their legal rights and demand that BCDA either honor their ownership or provide just compensation. Legal action should be taken to prevent BCDA from illegally seizing properties. BCDA must be held accountable for its abuse of power and betrayal of investor confidence.**

**We have set up a help desk to respond to your concerns and questions.**

**For free legal advice and inquiries, please call or email the following contact details:**

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