

IN THE SUPERIOR COURT OF GUAM

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3 **PORT AUTHORITY OF GUAM,**

4 **Plaintiff,**

5 **vs.**

6 **GUAM INDUSTRIAL SERVICES INC.**  
7 **dba GUAM SHIPYARD,**

8 **Defendant.**

CLERK OF COURT

CIVIL CASE NO. CV0095-25

BY: 

DECISION AND ORDER

9  
10 This matter came before MAGISTRATE JUDGE SEAN E. BROWN on February 19,  
11 2025. Attorney James L. Canto II represented Plaintiff and Attorneys Arthur Clark and George  
12 Valdez represented Defendant. The Court addressed Defendant's Motion to Dismiss and then  
13 addressed the underlying Unlawful Detainer, ruling from the bench for both matters. After  
14 having heard the Parties' arguments for the motion, and then considering the Parties' pleadings,  
15 evidence and the record, for the Unlawful Detainer, the Court now issues the following written  
16 Decision and Order documenting the rulings.

17 **BACKGROUND**

18 The Verified Complaint for Unlawful Detainer was filed February 12, 2025. Defendant  
19 filed a Motion to Dismiss Complaint for Unlawful Detainer on February 18, 2025. Plaintiff  
20 opposed the Motion orally. The Motion and the bench trial were addressed on the same day by  
21 agreement of the Parties.

22 **DISCUSSION**

23 **I. Defendant's Motion to Dismiss**

24 Defendant filed a Motion to Dismiss Complaint for Unlawful Detainer on the basis that  
25 Plaintiff failed to state an actionable claim under Rule 12(b)(6). Defendant argued that the issues  
26 in this case could not be addressed in summary hearing and the matter should be dismissed.  
27 Defendant also claimed that excess rents were paid and, as a result, the Defendant is not currently  
28 subject to a lawful detainer action.

1           A. Standard for a Rule 12(b)(6) Motion

2           The facts in a complaint are presumed to be true and the complaint should be construed  
3 in the plaintiff's favor when a court decides on a Rule 12(b)(6) motion. *Hawaiin Bank v. Manley*,  
4 2007 Guam 2 ¶ 9. Dismissal would only be appropriate if a plaintiff can prove no set of facts  
5 that would entitle it to relief. *Taitano v. Calvo Fin. Corp.*, 2008 Guam 12 ¶ 9.

6           B. Appropriateness of a Summary Hearing

7           Defendant argues that GRCP Rule 12(b)(6) should require dismissal in that the Verified  
8 Complaint because the issues are too complex to be addressed in a summary proceeding.  
9 Defendant further claims that Plaintiff failed to put the amount of rent owed in the notice to quit.  
10 The Court is required to limit consideration to the complaint and attached documents on which  
11 the complaint heavily relies. *Core Tech International Corp. v. Hanil Engineering*, 2010 Guam  
12 13 ¶ 29. The Verified Complaint adequately claimed that Defendant was in possession of the  
13 property without consent from the property owner in violation of 21 GCA § 21103(a). Plaintiff's  
14 notice and Verified Complaint both cite to 21 GCA § 21103(a) rather than subsection (b) which  
15 Defendant referenced in its Motion to Dismiss and argued orally at the hearing. There is no  
16 requirement that the tenant be in default under 21 GCA § 21103(a). As a result, the arguments  
17 made by Defendant on the complexity of the issues do not convince the Court that dismissal is  
18 appropriate.

19           Additionally, Defendant argues that Plaintiff's claim for monetary damages in the Verified  
20 Complaint requires dismissal because the request for monetary damages forces the issues of this  
21 case outside of an unlawful detainer action. In response, Plaintiff withdrew its claim for monetary  
22 damages. The Court will not make a decision on whether a request for monetary damages could  
23 potentially take the matter outside the ability of a Magistrate Judge to return the possession of a  
24 property to a plaintiff. The Court does find, in this case, the Plaintiff limited its claim to regain  
25 possession of the property and that issue was appropriately before the Court. Plaintiff did  
26 appropriately plead a set of facts that would entitle it to relief.

1            B. Issue of Excess Rent

2            Defendant further claims to have paid rent in excess of the appropriate amount and relies  
3 on 18 GCA § 51105 to supports its argument that it is entitled to a dismissal of the complaint. 18  
4 GCA § 51105 provides that the original rental terms would be automatically renewed if a  
5 defendant remained in possession of the property and plaintiff accepted rent after the expiration  
6 of the lease. Here, both Parties agree that Plaintiff accepted rental payments from the Defendant  
7 for January 2025, but not after. Plaintiff also indicated that the rental amount was increased over  
8 the years of the lease which contradicts the claim of excess rent. The Court is not convinced that  
9 Defendant’s prior rental payments, even if excessive, triggered a renewal under 18 GCA § 51105.

10           18 GCA § 51105 further clarifies that the renewal is for the “same terms and the same  
11 time”. Here, the lease was a month-to-month lease which was terminatable after thirty (30) days  
12 notice. Plaintiff indicated that it ensured that no rent would be accepted for February or after,  
13 which was uncontroverted. Therefore, even if Defendant was correct that excess rent legally  
14 forced a renewal, the period would have been for an additional month and not longer. Thus, the  
15 latest date a renewal could be forced is March 5, 2025 and Defendant would not be required to  
16 vacate the premises until March 23, 2025. The Court does not find that the application of law  
17 provided for under 18 GCA § 51105 would warrant dismissal under 12(b)(6) or would delay the  
18 Unlawful Detainer based on the circumstances of this case.

19           The Court did consider that there was a potential emergency facing Plaintiff which did  
20 not legally impact the decision but further supported the Court’s decision to rule from the bench  
21 and later supplement the oral decision with its written ruling.

22           **II.    Unlawful Detainer**

23           After addressing the Motion to Dismiss, the Court then provided an evidentiary hearing  
24 for the Unlawful Detainer action. The Court took testimony in the matter whereby Plaintiff  
25 sufficiently proved that Defendant was no longer authorized to possess the property at issue after  
26 providing ample notice that the month-to-month tenancy was terminated. Several exhibits were  
27 entered into evidence without objection, to include Plaintiff’s Exhibit C and D accompanied with  
28 testimony. Exhibit C was a letter, dated December 20, 2024, from Plaintiff’s Attorney to

1 Defendant which contained the specific notice that the month-to-month tenancy would be  
2 terminated February 5, 2025. Exhibit C was received by Defendant on December 20, 2024.  
3 Exhibit D is a letter dated February 6, 2025 from Plaintiff's Attorney to Defendant indicating  
4 that Defendant has five days to deliver possession. Exhibit D was received by Defendant on  
5 February 6, 2025. Exhibit D also specifically cited to 21 GCA § 21103(a). The Court notes that  
6 Plaintiff's Exhibits A and B, the original lease and amended lease, which were admitted, require  
7 thirty (30) days notice for the Plaintiff to terminate the lease.

8 Defendant did again claim that rent was paid in excess of what was owed but later  
9 provided an exhibit, which was admitted, that indicated Plaintiff believed the current monthly  
10 payment of \$11,760.00 was agreed upon. Defendant's Exhibit 1, page 2, ¶ 5. The letter with the  
11 \$11,760.00 amount specified was dated May 3, 2024, which indicates that Defendant had no  
12 issue with the increased rental amount for more than half a year, at least. The totality of the  
13 testimony and documents satisfied the Court that Defendant was adequately informed of the  
14 Plaintiff's intent to terminate the lease. The Court further holds that the notice provided was  
15 sufficient to satisfy 21 GCA § 21103(a). Last, the Court finds that Defendant remained in  
16 possession of the premises after termination of the lease and appropriate notice. As a result, the  
17 possession of the premises must be returned to Plaintiff. Even in the event, excessive rent was  
18 paid in prior months, that fact alone would not entitle Defendant to remain on the premises  
19 beyond an additional month. Defendant would be free to make a claim against the Defendant for  
20 damages in a different civil proceeding if Plaintiff failed to return any excess rent.

21 **III. Remaining Issues**

22 The Court declines to award any costs, attorneys fees or any monetary damages based on  
23 Plaintiff's removal of those claims. Paragraph 19 of the executed "Open Space Lease  
24 Agreement" also barred recovery of costs or attorney fees. Plaintiff's Exhibit A.

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1 **CONCLUSION**

2 The Court, DENIES Defendant's Motion's to Dismiss Complaint for Unlawful Detainer  
3 and finds in favor of the Plaintiff under the Verified Complaint for Unlawful Detainer. A  
4 Judgment was previously issued in this matter on February 25, 2025.

5 So ORDERED this 11th day of March, 2025.

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7 \_\_\_\_\_  
8 HONORABLE SEANE E. BROWN  
9 MAGISTRATE JUDGE, SUPERIOR COURT OF GUAM

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23 **SERVICE VIA E-MAIL**

24 I acknowledge that an electronic  
25 copy of the original was e-mailed to:

26 J. Canto

27 G. Valdez

28 Date: 3/11/25 Time: 9:15 AM

Roman Quinata

Deputy Clerk, Superior Court of Guam