Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated **February 8, 2023** *which reads as follows:*

"G.R. No. 249376 ***(Narciso Hipolito, Ruperto Hipolito,Romeo Lazaro, Pedro Mangon, Heirs of Jose Mangon rep. by Cesar Mangon, Heirs of Edgardo Dela Fuente rep. by Gary Dela Fuente, Heirs of Eduardo Concepcion rep. by Leonardo Concepcion, Heirs of Felicidad Galvez Vda. De Leon rep. by Hernando De Leon, Heirs of Romeo Dela Fuente rep. by Rommel Dela Fuente, Heirs of Aurelio Rubio rep. by Marcelo Rubio, Heirs of Isidro Dela Fuente rep. by Ernesto Dela Fuente, Heirs of Francisco Rivera rep. by Paulina Arcega Vda. De Rivera, Heirs of Eduardo Galvez rep. by Eduardo Galvez, Jr. v. Pol Joseph Construction Corporation).*** — This Petition for Review on *Certiorari* (Petition)[1] seeks to annul and set aside the Decision dated 28 March 2019[2] and the Resolution dated 13 September 2019[3] of the Court of Appeals (CA) in CA-G.R. SP No. 154355. The CA Decision reversed and set aside the Decision and Resolution of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 14930 and reinstated the Decision dated 07 September 2005 and Order dated 23 May 2006 of the Provincial Agrarian Reform Adjudicator (PARAD).

Antecedents

Atty. Domingo Alejandro (Atty. Alejandro) owned a parcel of land consisting of 9.4668 hectares, more or less, described as Lot 1, Plan PSU-95204-AMD, situated in *Barangay* San Pedro, Bustos, Bulacan and covered by Transfer Certificate of Title (TCT) No. 244412 (subject property).[4]

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1 *Rollo*, pp. 24-37.

2 Id. at 5-12; penned by Associate Justice Edwin D. Sorongon and concurred in by Associate Justices Sesinando E. Villon and Germano Francisco D. Legaspi.

3 Id. at 15-17; penned by Associate Justice Edwin D. Sorongon and concurred in by Associate Justices Japar B. Dimaampao (now a Member of this Court) and Germano Francisco D. Legaspi.

4 Id. at 6.

Sometime in 1977, Atty. Alejandro mortgaged the subject property to Royal Traders Bank. While the mortgage was in effect, the subject land was brought under the Operation Land Transfer program of the government for distribution to qualified farmer beneficiaries. Accordingly, a Notice of Coverage was sent to the landowner.[5]

Atty. Alejandro defaulted in the payment of his loan obligation resulting in the auction sale of the subject property in favor of respondent Pol Joseph Construction Corporation (PJCC). Thereafter, the mother title was cancelled and derivative titles, TCT Nos. T-122235 and T-122236, were issued in the name of PJCC.[6]

Narciso Hipolito, Ruperto Hipolito, Pedro Mangon, Romeo Dela Fuente, Romeo Lazaro, Aurelio Rubio, Jose Mangon, Francisco Rivera, Eduardo Concepcion, Felicidad Galvez Vda. De Leon, Isidro Dela Fuente, Edgardo Dela Fuente, and Eduardo Galvez (petitioners), some are already represented by their heirs, the present occupants claiming to be tenant-farmer beneficiaries of the previous owner of the subject property. Sometime in April 2000, PJCC sent petitioners a letter demanding them to vacate the subject property, but such demand was left unheeded, prompting PJCC to file a Complaint for Ejectment[7] before the Municipal Trial Court (MTC) of Bulacan, which was docketed as Civil Case No. 19-BTS-2000.[8]

In support of their claim, petitioners presented an undated certification from the Municipal Agrarian Reform Officer (MARO) which states that they are farmer beneficiaries of the subject property, to wit:

> This is to certify that according to the records of this office and investigation conducted, the DEFENDANTS, ROMEO MANGONET. AL. under CIVIL CASE No. 19-BTS-00 for EJECTMENT are farmer-beneficiaries of a parcel of land with a total area of 9[.]4668 hectares[,] more or less[,] under the Compulsory Acquisition Program of the CARP owned by Atty. Domingo Alejandro covered by TCT No. T-24412 and now claimed by Pol Joseph Construction represented by Apolinario Bernabe with TCT No. T-10568 on Sept. 17, 1997 situated at San Pedro, Bustos, Bulacan.
>
> This further certifies that the said parcel of land is actually cultivated by the defendants and planted to corn and vegetable crops. The Notice of Coverage was sent to Atty. Alejandro on April 21, 1995 and a Notice of Coverage was sent also to Pol Joseph Corp. on May 22, 2000.[9]

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5 Id.
6 Id.
7 Id. at 7.
8 Id. at 6-7.
9 Id. at 7.

During the pendency thereof, petitioners also filed a Complaint for Maintenance of Peaceful Possession[10] against PJCC before the PARAD of Malolos, Bulacan. Petitioners asserted that they cannot be evicted from the subject property because there is a tenancy relationship existing between them and PJCC, which entitles them to a security of tenure.[11]

On 07 September 2005, the PARAD dismissed the Complaint for Maintenance of Peaceful Possession against PJCC due to the pendency of the ejectment case. Similarly ill-fated was petitioners' Motion for Reconsideration, which was denied by the PARAD in an Order dated 23 May 2006. Aggrieved, petitioners filed an appeal before the DARAB.[12]

Meanwhile, while the appeal was pending resolution before the DARAB, the MTC of Bulacan granted PJCC's Ejectment Complaint in its Decision dated 08 March 2011.[13] The MTC did not give credence to the undated MARO certification ruling that such certification concerning the presence or absence of a tenancy relationship is merely preliminary or provisional and not binding on the courts. The MTC further held that it was still imperative on the part of petitioners to prove the existence of all the elements of agricultural tenancy, which they failed to establish.[14]

Ruling of the DARAB

On 14 April 2016, the DARAB rendered its Decision[15] which reversed and set aside the Decision and Order of the PARAD, *viz.*:

> WHEREFORE, premises considered, the appeal is hereby GRANTED. The appealed Order is REVERSED and SET ASIDE. A new JUDGMENT is rendered as follows:
>
> 1. MAINTAINING the complainants-appellants (herein respondents) in the peaceful possession of the subject landholding;
>
> 2. ORDERING the respondent-appellee corporation (herein petitioner) and all [persons] acting in its behalf to respect the possession and cultivation of the complainants-appellants as *bona fide* tenants over the subject landholding; and
>
> 3. No pronouncement as to cost.
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> SO ORDERED.[16]

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[10] Id. at 38-41.
[11] Id.
[12] Id. at 8, 58-59.
[13] Id. at 8, 109.
[14] Id. at 8.
[15] Id. at 68-75.
[16] Id. at 9,75.

The DARAB gave probative value on the MARO certification in concluding that petitioners were farmer-beneficiaries in the subject property. It held that a tenancy relationship cannot be extinguished by the sale or the transfer of legal possession of the subject landholding. Hence, the transfer of the ownership thereof from the original owner, Atty. Alejandro, who mortgaged the subject lot to Royal Traders Bank, which in turn sold the same to PJCC, did not terminate the tenancy relationship already established in the subject property.[17]

PJCC filed a Motion for Reconsideration[18] but it was denied by the DARAB in its Resolution.[19] Dissatisfied, PJCC appealed with the CA.[20]

Ruling of the CA

On 28 March 2019, the CA granted the appeal and reinstated the PARAD Decision and Order, thus:

> **WHEREFORE**, the instant **Petition for Review** is hereby **GRANTED**. The assailed *Decision* and *Resolution* of the Department of Agrarian Reform Adjudication Board in DARAB Case No. *14930 (Reg. Case No. R-03-02-0003'05)* are **REVERSED** and **SET ASIDE**. The September 7, 2005 *Decision* and May 23, 2006 *Order* of the PARAD dismissing the *Complaint for Maintenance of Peaceful Possession* against petitioner are hereby **REINSTATED.**
>
> **SO ORDERED.**[21]

The CA held that no tenancy relationship was established based on the evidence presented by petitioners. The CA underlined that aside from the MARO certification, petitioners presented no other evidence to prove the elements of tenancy.[22]

Petitioners' motion for reconsideration was denied in the Resolution dated 13 September 2019.[23] Hence, this Petition for Review on *Certiorari*.

Issue

Aggrieved, petitioners now raise the sole issue of whether or not the MARO Certification sufficiently established the tenancy relationship.[24] Stripped to its core, the critical issue is whether there exists an agricultural leasehold tenancy relationship between the parties over the subject property.

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17 Id. at 8, 71-73.
18 Id. at 76-84.
19 Id. at 87.
20 Id. at 9.
21 Id. at 12.
22 Id. at 11-12.
23 Id. at 15-17.
24 Id. at 28-29.

Ruling of the Court

The Petition must be denied.

Propriety of Factual Review

At the outset, We note that the determination of whether a person is an agricultural tenant is a question of fact. As a general rule, questions of fact are not proper subjects of appeal by *certiorari* under Rule 45 of the Rules of Court as this mode of appeal is confined to questions of law.[25]

Nevertheless, this rule admits of several exceptions such as when the findings of fact of the lower tribunals are conflicting, as in this case.[26]

We find that the aforesaid exception to the general rule applies in the instant case. Therefore, the Court shall proceed to rule on the main issue.

Notwithstanding, petitioners failed to prove existence of an agricultural leasehold tenancy

According to Republic Act No. (RA) 1199,[27] as amended, an agricultural leasehold tenancy exists "when a person who, either personally or with the aid of labor available [from] members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of cultivation by a single person together with members of his immediate farm household, belonging to or legally possessed by, another in consideration of a fixed amount in money or in produce or in both."[28]

The existence of a tenancy relation is not presumed. The following indispensable elements must be proven in order for a tenancy agreement to arise:

> 1) the parties are the landowner and the tenant or agricultural lessee;
> 2) the subject matter of the relationship is an agricultural land;
> 3) there is consent between the parties to the relationship;
> 4) the purpose of the relationship is to bring about agricultural production;
> 5) there is personal cultivation on the part of the tenant or agricultural lessee; and
> 6) the harvest is shared between the landowner and the tenant or agricultural lessee.[29]

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[25] *Romero v. Sombrino*, G.R. No. 241353, 22 January 2020.
[26] *See Pascual v. Burgos*, 776 Phil. 167, 182 (2016).
[27] Entitled "AN ACT TO GOVERN THE RELATIONS BETWEEN LANDHOLDERS AND TENANTS OF AGRICULTURAL LANDS (LEASEHOLDS AND SHARE TENANCY)." Approved: 30 August 1954.
[28] *Rollo*, pp. 28-29.
[29] Id.

All these elements must be proven by substantial evidence,[30] and the absence of any of the requisites does not make an occupant, cultivator, or a planter a *de jure* tenant, which entitles him or her to security of tenure under existing tenancy laws.[31]

To stress, tenancy relationship cannot be presumed. An assertion that one is a tenant does not automatically give rise to security of tenure. Nor does the sheer fact of working on another's landholding raise a presumption of the existence of agricultural tenancy.[32] One who claims to be a tenant has the *onus* to prove the affirmative allegation of tenancy. Hence, substantial evidence is needed to establish that the landowner and tenant came to an agreement in entering into a tenancy relationship.[33]

As such, the burden of proof rests on the one claiming to be a tenant to prove his or her affirmative allegation by substantial evidence. His or her failure to show in a satisfactory manner the facts upon which he or she bases his/her claim would put the opposite party under no obligation to prove his or her exception or defense.[34] Verily, the *onus* rests on petitioners to prove their affirmative allegation of tenancy.

In this regard, it bears stressing that the right to hire a tenant is basically a personal right of a landowner, except as may be provided by law. Hence, the consent of the landowner should be secured prior to the installation of tenants.[35] Jurisprudence has further held that self-serving statements regarding supposed tenancy relations are not enough to establish the existence of a tenancy agreement. There should be independent evidence establishing the consent of the landowner to the relationship.[36]

Corollary to this, the principal factor in determining whether a tenancy relationship exists is intent. Tenancy is not a purely factual relationship dependent in what the alleged tenant does upon the land. It is a legal relationship. Thus, the intent of the parties and their understanding of such agreement should be primordial.[37]

Guided by the foregoing, We find that petitioners failed to show, except to insist on their bare and unsubstantiated assertions, that there was, in the first place, an agricultural leasehold tenancy agreement entered into by petitioners and Atty. Alejandro, much less PJCC, over the subject property.

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30 *Spouses Franco v. Spouses Galera*, G.R. No. 205266, 15 January 2020.
31 See *Automat Realty and Development Corp. v. Spouses Dela Cruz*, 744 Phil. 731, 739 (2014).
32 *Rollo*, pp. 28-29.
33 Id.
34 *Quintos v. Department of Agrarian Reform Adjudication Board*, 726 Phil. 366, 375 (2014).
35 Id., citing *Pag-asa Fishpond Corporation v. Jimenez*, 578 Phil. 106, 134 (2008).
36 See *Quintos v. Department of Agrarian Reform Adjudication Board*, id.
37 See *Pagarigan v. Yague*, 758 Phil. 375, 380 (2015); *see also Chico v. Court of Appeals*, 400 Phil. 800, 808 (2000).

First, there is no evidence shown that petitioners and Atty. Alejandro nor the Royal Traders Bank or PJCC, came into an agreement as to the establishment of an agricultural leasehold tenancy relationship. A judicious perusal of the records fails to reveal anything showing that Atty. Alejandro, much less PJCC, installed petitioners as agricultural tenants on the property.[38] *Second*, the records are bereft of any evidence that the landowner, be it Atty. Alejandro, Royal Traders Bank, or PJCC, authorized anyone to enter into any agreement with petitioners for the alleged tilling of the subject property.[39] And *third,* there is no proof of sharing harvest between petitioners and Atty. Alejandro, Royal Traders Bank or PJCC.

To stress, to prove a tenancy relationship, the requisite quantum of evidence is substantial, defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. [40] In *Berenguer, Jr. v. Court of Appeals*,[41] We ruled that therein respondents' self-serving statements regarding tenancy relations could not establish the claimed relationship. The fact alone of working on another's landholding does not raise a presumption of the existence of agricultural tenancy. There must be substantial evidence on record adequate enough to prove the element of sharing.[42] The Court emphasized that to prove such sharing of harvests, a receipt or any other evidence must be presented. Self-serving statements are deemed inadequate; competent proof must be adduced.

In *Landicho v. Sia*,[43] the Court declared that independent evidence, such as receipts, must be presented to show that there was a sharing of the harvest between the landowner and the tenant.[44] In *Bejasa v. Court of Appeals*,[45] We similarly held that to prove sharing of harvests, a receipt or any other evidence must be presented, as self-serving statements are deemed inadequate. Proof must always be adduced.

Indeed, scouring the submissions of petitioners, there was no mention nor proof submitted specifying when the tenancy started, with whom it was entered into, what they are planting, and how the harvest is shared. Petitioners failed to allege, much less, show their arrangement. Evidence such as receipts which prove the sharing of the harvest between petitioners and Atty. Alejandro or PJCC were not presented. In fact, after a meticulous scrutiny of the records, We find that no evidence regarding the same was ever submitted by petitioners.[46] What petitioners solely alleged in broad strokes was that they

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38 *Rollo*, p. 79.
39 Id. at 115.
40 See *Reyes v. Spouses Joson*, 551 Phil. 345, 354 (2007).
41 247 Phil. 398 (1988).
42 Id. at 407.
43 596 Phil. 658 (2009).
44 Id. at 682.
45 390 Phil. 499, 508 (2000).
46 Id.

had been in possession of the subject property during Atty. Alejandro's ownership thereof and that this was bolstered by the MARO certification.[47]

Verily, not all elements of tenancy relationship over the disputed portion of the property are present in the instant case.

Anent the certification of the MARO, it is well-entrenched in our jurisprudence that certifications of administrative agencies and officers declaring the existence of a tenancy relation are merely provisional. They are persuasive but not binding on the courts, which must make their own findings.[48] MARO certifications are limited to factual determinations such as the presence of actual tillers. It cannot make legal conclusions on the existence of a tenancy agreement.[49] A MARO certification, without any corroborative evidence, has little evidentiary value.[50]

While tenancy presupposes physical presence of a tiller on the land, the MARO's certification falls short in proving that petitioners' presence served the purpose of agricultural production and harvest sharing. Again, it cannot be overemphasized that in order for a tenancy to exist, it is essential that all its indispensable elements must be present.[51] To be sure, the MARO certification in the present case merely stated that the subject property was placed under Compulsory Acquisition per Notice of Coverage dated 21 April 1995 and that it is being cultivated by petitioners. Notably, the MARO Letter Request for the Certification mentioned that Atty. Alejandro sent a petition to the Ministry of Agrarian Reform on 09 August 1985, stating that the land was not devoted to the production of rice and corn but to vegetables only.[52]

At this juncture, We also find it prudent to address the DARAB's pronouncement that tenancy relations is not terminated by changes in ownership. In *Valencia v. Court of Appeals*,[53] We held that while it is true that tenancy relations is not terminated by changes of ownership in case of sale, alienation or transfer of legal possession, as stated in Section 10 of RA 3844,[54] this provision assumes that a tenancy relationship exists.[55] In this case, no such relationship was ever proven between petitioners and Atty.

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47 *Rollo*, pp. 23-24, 39-40, 62.

48 See *Macalanda, Jr. v. Acosta*, 817 Phil. 869, 874 (2017); *see also Automat Realty and Development Corp. v. Spouses Dela Cruz*, supra note 31 at 744.

49 *Automat Realty and Development Corp. v. Spouses Dela Cruz*, id. at 744.

50 See *Reyes v. Heirs of Floro*, 723 Phil. 755, 769 (2013).

51 See *Macalanda, Jr. v. Acosta*, supra at note 48 at 876; *see also Automat Realty and Development Corp. v. Spouses Dela Cruz*, supra note 31 at 744.

52 *Rollo*, pp. 42-44, 65.

53 449 Phil. 711, 733 (2003).

54 Section 10. *Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc.* — The agricultural leasehold relation under this Code shall not be extinguished by mere expiration of the term or period in a leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. In case the agricultural lessor sells, alienates or transfers the legal possession of the landholding, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor.

55 Supra note 50 at 775, citing *Valencia v. Court of Appeals*, supra note 53.

Alejandro nor between petitioners and PJCC. Since petitioners' claim on their supposed tenancy rights is based on the MARO certification, which was found to be inadequate to prove that an agricultural tenancy relationship exists, then such provision is inapplicable.[56]

We likewise underline that occupancy and cultivation of an agricultural land, no matter how long, will not *ipso facto* make one a *de jure* tenant. Independentandconcrete evidence is necessary to prove personal cultivation, sharing of harvest, or consent of the landowner. Leasehold relationship is not brought about by the mere congruence of facts but, being a legal relationship, the mutual will of the parties to that relationship should be primordial.[57] Tenancy status only arises if an occupant has been given possession of an agricultural landholding for the primary purpose of agricultural production which, in this case, is significantly absent.[58]

As a final note, We echo the Court's pronouncement in *Gelos v. Court of Appeals*.[59] Quoting Justice Alicia Sempio-Diy, We enunciated that it has been declared that the duty of the court to protect the weak and the underprivileged should not be carried out to such an extent as deny justice to the landowner whenever truth and justice happen to be on his side.

By the same token, the Court in Heirs of *Land Bank of the Philippines v. Honeycomb Farms Corporation*,[60] asserts that:

> As eloquently stated by Justice Isagani Cruz:
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> > [S]ocial justice or any justice for that matter is for the deserving, whether he be a millionaire in his mansion or a pauper in his hovel. It is true that, in case of reasonable doubt, we are called upon to tilt the balance in favor of the poor, to whom the Constitution fittingly extends its sympathy and compassion. But never is it justified to prefer the poor simply because they are poor, or to reject the rich simply because they are rich, for justice must always be served, for poor and rich alike, according to the mandate of the law.[61]

Suffice it to say, the taking of the subject property by blatantly ignoring the facts and the law that are clearly not supportive of the cause of the petitioners would be tantamount to an oppressive and unlawful act of the state against PJCC.[62] While We commiserate with petitioners' plight, a judicious scrutiny of their submissions reveals that no tenancy relationship was ever established. As the CA correctly explained, the *onus* rests on petitioners to prove their affirmative allegation of tenancy, which they failed to discharge

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56 See *Reyes v. Heirs of Floro*, supra note 50.
57 See *Pagarigan v. Yague*, supra note 37.
58 *Reyes v. Spouses Joson*, supra note 40.
59 284 Phil. 114 (1992).
60 683 Phil. 247 (2012).
61 Id. at 258.
62 Id.

by their sole reliance on the MARO certification. To reiterate, no other details were alleged and substantiated by petitioners to prove such relationship with Atty. Alejandro, Royal Traders Bank, or PJCC. Thus, We have no choice but the apply the law; We are left with no alternative but to dismiss the petition.

In sum, the MARO certification declaring petitioners to be tenants is not enough evidence to prove that there is a tenancy relationship.[63] The evidence on record is simply inadequate to arrive at a conclusion that petitioners were *de jure* tenants of the subject property. The requisites for the existence of a tenancy relationship are explicit in the law, and these elements cannot be done away with by conjectures.[64] One claiming to be a *de jure* tenant has the burden to show, by substantial evidence, that all the essential elements of a tenancy relationship are present. Since petitioners are not *de jure* tenants or lessees, they are not entitled to the benefits of redemption, pre-emption, peaceful possession, occupation, and cultivation of the subject property, as provided under existing tenancy laws.[65]

WHEREFORE, premises considered, the Petition is **DENIED.** The Decision dated 28 March 2019 and the Resolution dated 13 September 2019 of the Court of Appeals in CA-G.R. SP No. 154355 are **AFFIRMED.**

The filing of the petitioners' reply to the comment on the petition for review on certiorari as required in the Resolution dated January 26, 2021 is **DISPENSED WITH**.

SO ORDERED." ***Rosario, J.,*** *on official leave.*

By authority of the Court:

LIBRADA C. BUENA
Division Clerk of Court

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court

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[63] See *Reyes v. Heirs of Floro*, supra note 50 at 775.
[64] *Ganzon v. Court of Appeals*, 434 Phil. 626, 641 (2002).
[65] See *Reyes v. Heirs of Floro*, supra at note 50.

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