

**ARMANDO CARLOS AND MA. TERESA S. CARLOS, PETITIONERS, VS.
MEDITA NAVARRO, BENJAMIN ORTONIO, EDUARDO RODRIGUEZ,
JOSEPH ORTONIO AND BENEDICT DE JESUS, RESPONDENTS.**

Ponente: LANTION, J.A.C., J.

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LANTION, J.A.C., J.:

Before Us is a Petition[1] under Rule 43 of the Rules of Court filed by Petitioners Armando Carlos and Ma. Teresa S. Carlos (“Petitioners” for brevity) questioning the Decision[2] dated 29 November 2013 rendered by the Department of Agrarian Reform Adjudication Board (“DARAB”) in DARAB CASE No. 17604 (Reg. Case No. II-5727 Isa. '10). The fallo of the challenged Decision reads:[3]

WHEREFORE, the appeal is hereby DENIED for lack of merit and the appealed decision is AFFIRMED.

SO ORDERED.

THE FACTS

The present case stems from a Second Amended Complaint[4] filed by Petitioners against Respondents Medita Navarro, Benjamin Ortonio, Eduardo Rodriguez, Joseph Ortonio, and Benedict De Jesus (“Respondents”), for Ejectment.

Petitioners are the registered owners of a parcel of land measuring approximately 5.4524 hectares denominated as Lot No. 2684 of the Isabela Friar's Lands Estate GLRO Rec. No. 5886 located in the Municipality of Cabatuan, Isabela covered by Transfer Certificate of Title (TCT) No. T-148791[5] (previously under TCT No. T-45053, hereinafter “subject land”).[6]

The material antecedents relevant to the instant controversy are as follows:

Petitioners trace their title to the subject land through their parents, Spouses Eleuterio Carlos, Sr. and Filomena Simeon-Carlos (“Spouses Carlos”).[7] However, by virtue of Presidential Decree No. 27 (which introduced land reform in favor of tenant-farmers),[8] the subject land fell under the coverage of Operation Land Transfer (OLT). As a result thereof, Emancipation Patents (EP's) were issued to the following farmer-beneficiaries:[9]

Name of Beneficiary

Area (hectares)

EP/TCT Nos.

Isabela Ortonio[10]

0.6389

022455

Benjamin Ortonio

0.8670

022456

Medita Navarro

0.6366

022457

Eduardo Rodriguez

0.4330

022458

This prompted Spouses Carlos to file a petition for exemption before the Department of Agrarian Reform (DAR), seeking the exclusion of the subject land from OLT.

On 13 November 1990, the DAR Regional Director of Region II rendered an Order[11] denying the petition for exemption and upholding the validity of the EP's in favor of the aforesaid farmer-beneficiaries.

Not satisfied, Spouses Carlos appealed the above Order. On 09 July 1993, then DAR Secretary Ernesto D. Garilao issued an Order[12] reversing that of the DAR Regional Director, decreeing the exemption of the subject land from the ambit of OLT, and holding that the abovementioned farmer-beneficiaries shall remain as leaseholders thereon.

On 31 August 2010, Petitioners filed their Second Amended Complaint before the DARAB against Respondents for Ejectment. On the basis of the Order of the DAR Secretary dated 09 July 1993, which is alleged to have attained finality, Petitioners argued that Respondents, being leaseholders and/or farmer-tenants, are liable for lease rentals, but the latter failed to pay the same. Petitioners further alleged that Respondent Medita Navarro (“Medita”) abandoned her tillage as she left the Philippines to work abroad. Additionally, Petitioners seek to eject Respondent Benedict De Jesus because he began cultivating Medita's landholding without Petitioners' consent. Thus, Petitioners prayed that Respondents be ordered to vacate their respective tillages and pay all unpaid lease rentals of the subject land reckoned from 1999.[13]

In their Answer,[14] Respondents refuted Petitioners' allegations. Firstly, Respondents argued that they should not be deprived of their tenancy because they had already fully paid all the amortizations relative to their EP's with Landbank. Since Petitioners are the lawful owners of the subject land, the amortization deposits made by Respondents are considered lease rentals and should have been withdrawn by the former and applied to the latter's overdue obligations, if any. Moreover, Respondents pointed out that there is no deliberate non-payment of lease rentals, citing jurisprudence which holds that the mere failure of a tenant to pay lease rentals does not necessarily give the landholder a right to eject the former unless there is a lack of deliberate intent on the part of the tenant to pay.[15] Secondly, Respondents opined that, since the Complaint was filed in 2010, Petitioners' claims for back rentals reckoned from 1999 had already prescribed. Respondents emphasize that the prescriptive period provided by the Agricultural Land Reform Act is only three (3) years from the time the cause of action accrues.[16] Thirdly, Respondents contended that Medita did not abandon her tillage. In fact, the reason Medita traveled abroad was to undergo medical treatment as evidenced by a Certification issued by the Arrowhead Regional Center of California.[17] Hence, Respondents prayed for the dismissal of the Complaint.

After the submission of the parties' respective position papers, on 24 February 2012, the Office of the Provincial Adjudicator of Cauayan, Isabela (“Provincial Adjudicator”) rendered a Decision[18] in favor of Respondents. The Provincial Adjudicator found that the mere non-payment of lease rentals by Respondents did not warrant their

eviction absent any proof that they deliberately intended to evade payment of the same. The Provincial Adjudicator reasoned that the amortizations paid by Respondents are considered lease rentals, which Petitioners failed to withdraw. Furthermore, it was noted that Petitioners never called Respondents before the Municipal Agrarian Reform Officer (MARO) to execute an agricultural leasehold contract and set the price of rentals. As regards the abandonment supposedly committed by Medita, the Provincial Adjudicator did not consider the same willful because the former merely went on temporary leave for medical treatment. Thus, the Provincial Adjudicator dismissed Petitioners' Complaint.

Not satisfied, Petitioners appealed the above Decision before the DARAB.

On 29 November 2013 the DARAB issued the assailed Decision[19] denying Petitioners' appeal and affirming the Decision of the Provincial Adjudicator.

Hence, this Petition.

ISSUES

Petitioners raise the following assignment of errors:[20]

A. THE DARAB ERRED IN DENYING THE APPEAL AND IN AFFIRMING THE DISMISSAL OF THE COMPLAINT[.]

B. THE DARAB ERRED IN NOT ORDERING THE EVICTION OF (sic) EJECTMENT OF THE RESPONDENTS FOR DELIBERATELY FAILING OR REFUSING TO PAY THEIR LEASERENTALS (sic).

C. THE DARAB ALSO ERRED IN NOT FINDING THAT RESPONDENT MEDITA NAVARRO ABANDONED HER TILLAGE[.]

D. FINALLY, THE DARAB ERRED IN ADMITTING THE UNAUTHENTICATED MEDICAL CERTIFICATE ISSUED IN THE UNITED STATES OF AMERICA AS PROOF THAT RESPONDENT MEDITA NAVARRO WENT ABROAD FOR MEDICAL TREATMENT[.]

OUR RULING

Petitioners posit that the DARAB erred in denying their appeal and affirming the dismissal of the Complaint. Since Respondents remained as tenants on the subject land as per the DAR Secretary's Order dated 09 July 1993, Petitioners argue that the former are liable to pay lease rentals. While Petitioners admit that Respondents made amortization payments to Landbank, the same did not extinguish the latter's obligation to pay lease rentals to the former. As Respondents failed to pay the said rentals for several years, Petitioners seek their ejectment from the subject land. Hence, Petitioners pray for the reversal of the assailed Decision rendered by the DARAB.

In denying Petitioners' appeal, the DARAB found that there was no deliberate failure to pay lease rentals on the part of Respondents because the DAR Secretary's Order dated 09 July 1993 was never implemented. As a result, the parties were never summoned before the MARO to execute an agricultural leasehold contract and to agree on a lawful lease rental. The DARAB ratiocinated that absent any agreement as to the amount of lease rentals, there was no default on Respondents' part in the payment of the same and, thusly, the Complaint for ejectment had no leg to stand on.[21] In support thereof, the DARAB cited *Heirs of Tan, Sr. v. Pollescas*, in which the Supreme Court decreed:[22]

Reynalda and the Tan Heirs failed to agree on a lawful lease rental. Accordingly, the DAR must first fix the provisional lease rental payable by Reynalda to the Tan Heirs pursuant to the second paragraph of Section 34

of RA 3844 as amended. Until the DAR has fixed the provisional lease rental, Reynalda cannot be in default in the payment of lease rental since such amount is not yet determined. There can be no delay in the payment of an undetermined lease rental because it is impossible to pay an undetermined amount. That Reynalda is not yet in default in the payment of the lease rental is a basic reason why she cannot be lawfully ejected from the land for non-payment of rental.

We agree with the DARAB.

As a rule, for a suit for ejectment of agricultural lessees to prosper, the agricultural lessor has the burden to prove by substantial evidence that there exists lawful cause therefor.[23] The reason is that once a tenancy relationship is established, the tenant is entitled to security of tenure on his or her landholding.[24]

The grounds for ejectment of agricultural lessees are outlined in Section 36 of the Agricultural Land Reform Code, which provides:[25]

SECTION 36. Possession of Landholding; Exceptions. — Notwithstanding any agreement as to the period or future surrender, of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that: xxx

(6) The agricultural lessee does not pay the lease rental when it falls due: Provided, That if the non-payment of the rental shall be due to crop failure to the extent of seventy-five per centum as a result of a fortuitous event, the non-payment shall not be a ground for dispossession, although the obligation to pay the rental due that particular crop is not thereby extinguished; (Emphasis supplied)

Jurisprudence, however, teaches that the mere failure of an agricultural tenant to pay his or her lease rental is insufficient to warrant ejectment. In *Sta. Ana v. Spouses Carpo*, the Highest Court instructs:[26]

In an En Banc Decision by this Court in *Roxas y Cia v. Cabatuando, et al.*, we held that under our law and jurisprudence, mere failure of a tenant to pay the landholder's share does not necessarily give the latter the right to eject the former when there is lack of deliberate intent on the part of the tenant to pay. This ruling has not been overturned.

The term "deliberate" is characterized by or results from slow, careful, thorough calculation and consideration of effects and consequences. The term "willful", on the other hand, is defined as one governed by will without yielding to reason or without regard to reason.

After meticulously reviewing the evidence on record, the same is bereft of any indication that Respondents deliberately intended to evade payment of lease rentals to Petitioners, other than the latter's bare assertions. In fact, Respondents tendered efforts to settle their obligations as shown by their willingness to allow Petitioners to withdraw the amortizations the former deposited with Landbank.[27] Petitioners' accusations are further negated by the plain fact that no agricultural lease agreement was submitted by them outlining in clear terms the amount of rentals (whether provisional or permanent) Respondents are obliged to pay. Absent any agreement to that effect, it is difficult to fault Respondents for non-payment of lease rentals when the same had not yet been determined. Unfortunately for Petitioners, they even had the remedy to seek assistance from the DAR in fixing the amount of rentals, but failed to do so.[28] Thus, absent any evidence to the effect that Respondents' non-payment of lease rentals to Petitioners was deliberate, the complaint for ejectment cannot prosper. Consequently, this Court finds that the dismissal of Petitioners' appeal by the DARAB was in order.

On a final note, the factual findings of quasi-judicial agencies are entitled to great weight, if not finality, when supported by substantial evidence.[29] This is because quasi-judicial agencies, such as the Provincial Adjudicator and the DARAB, have acquired expertise in their respective fields as their jurisdiction is confined to specific

matters.[30] Having found earlier that the DARAB did not err in issuing the challenged Decision, this Court need not belabor on the other issues raised by Petitioners.

WHEREFORE, premises considered, the instant Petition is hereby DENIED for lack of merit. The challenged Decision dated 29 November 2013 rendered by the DARAB in DARAB CASE No. 17604 (Reg. Case No. II-5727 Isa. '10) is AFFIRMED.

SO ORDERED.

De Leon, M.M., Chairperson and Antonio-Valenzuela, N.G., JJ., concur.

[1] Rollo, pp. 3-15.

[2] Id. at 135-143.

[3] Id. at 142.

[4] Id. at 19-22.

[5] Id. at 10.

[6] Id. at 24.

[7] Id. at 139.

[8] See Decreeing the Emancipation of Tenants from the Bondage of the Soil, Transferring to Them the Ownership of the Land They Till and Providing the Instruments and Mechanism Therefor, Presidential Decree No. 27 (1972).

[9] Rollo, p. 26.

[10] Now deceased. It appears that Respondent Joseph Ortonio is presently tilling the portion pertaining to the late Isabela Ortonio (Rollo, p. 20).

[11] Rollo, pp. 35-39.

[12] Id. at 27-33.

[13] Id. at 21-22.

[14] Id. at 50-54.

[15] Id. at 52-53.

[16] Id. at 53.

[17] Id. at 53-54.

[18] Penned by Provincial Adjudicator Brunhild S. Dakilay-Pascua (Rollo, pp.114-117).

[19] Rollo, pp. 135-143.

[20] Id. at 12.

[21] See Rollo, pp. 141-142.

[22] G.R. No. 145568, November 17, 2005.

[23] See An Act to Ordain the Agricultural Land Reform Code and to Institute Land Reforms in the Philippines, Including the Abolition of Tenancy and the Channeling of Capital Into Industry, Provide for the Necessary Implementing Agencies, Appropriate Funds Therefor and For Other Purposes, Republic Act No. 3844 [Agricultural Land Reform Code] as amended, section 37 (1964).

[24] See *Bautista v. Vda. De Villena*, G.R. No. 152564, September 13, 2004 citing *Tanpingco v. IAC*, 207 SCRA 652.

[25] AGRICULTURAL LAND REFORM CODE, section 36.

[26] G.R. No. 164340, November 28, 2008 citing *Roxas y Cia v. Cabatuando, et al.* G.R. No. L-16963, April 26, 1961.

[27] Rollo, pp. 52-53 in relation to Rollo, pp. 65-68.

[28] The second paragraph of Section 34 of the Agricultural Land Reform Code provides:

SECTION 34. Consideration for the Lease of Riceland and Lands Devoted to Other Crops. — xxx

In the absence of any agreement between the parties as to the rental, the Court of Agrarian Relations shall summarily determine a provisional rental in pursuance of existing laws, rules and regulations and production records available in the different field units of the department, taking into account the extent of the development of the land at the time of the conversion into leasehold and the participation of the lessee in the development thereof. This provisional rental shall continue in force and effect until a fixed rental is finally determined. The court shall [determine] the fixed rental within thirty days after the petition is submitted for decision. xxx

[29] See *Quitoriano v. DARAB*, G.R. No. 171184, March 4, 2008.

[30] *Ibid.*

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