SPOUSES MARIO MARTIN AND FRANCISCA S. MARTIN, MELISSA MARTIN, ARIOLA AND MELANIE MARTIN PALAD, PETITIONERS, VS. MARIO PUNZAL, RESPONDENT.

Ponente: REYES, JR., A. J.

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REYES, JR., A. J.:

In this Petition for Review, petitioners Spouses Mario Martin and Francisca S. Martin seek to nullify and set aside the 5 May 2004 Decision[1] of the Department of Agrarian Reform Adjudication Board in DARAB Case No. 10795 which affirmed in toto the 27 July 2000 Decision[2] of the DARAB Provincial Adjudicator Toribio E. Ilao, Jr., in DCN R-03-02-10310'99, declaring, among other things, the existence of tenurial relationship between the contending parties.

As correctly culled by the public respondent DARAB-National Office (Quezon City), the antecedent facts of the case are as follows:

> "The case involves parcels of agricultural land located at Poblacion Norzagaray, Bulacan, covered by Original Certificates of Title (OCT) Nos. P-5160 (M) and P-5159 (M), owned and registered in the names of Melissa Martin and Marlyn Martin, respectively.
>
> In his complaint dated 29 September 1999, Mario Punzal, through counsel, alleges, among others, that the subject landholdings are co-owned by the spouses Mario Martin and Francisca Santiago, Melissa Martin and Melanie Martin who are represented by Melanie Palad.
>
> Complainant-Appellee also alleges that the subject landholdings were previously cultivated by a certain Romy Algoso as a 'manggagawa' who discontinued working thereon and refused to stay in the disputed property. Subsequently, respondents-appellants Spouses Mario and Francisca Martin approached the complainant-appellee in 1987 and requested him to cultivate the same. He then started cultivating the subject landholding defraying the expenses for all the phases of agricultural work. After every harvest, he religiously delivers the agreed lease rental of 15 cavans, which has been accepted by the respondents-appellants without issuing any receipt therefor. Having been in possession of the premises since 1987, he has introduced improvements thereon.
>
> Mario Punzal claims that since he alone spent for the cultivation of the subject landholdings, he is entitled to the value received from the National Power Corporation (NAPOCOR) for the plants that were destroyed as a consequence of the construction of several electrical high-tension towers along the disputed properties. However, despite his demands, respondents-appellants have refused to give the said amount to complainant-appellee.
>
> Furthermore, respondents-appellants, who now refuse to recognize him as their tenant, demanded that he vacate the premises, and consequently, forcibly entered the same and destroyed the 'pilapils' and palay seedlings therein, thus, changing the landscape and making it less suitable for agricultural cultivation. Moreover, respondents-appellants also planted banana trees within the disputed properties making it impossible for the complainant-appellee to plow, cultivate and plant on the same.

> Complainant-appellee brought the matter to the Barangay Agrarian Reform Committee (BARC) for possible conciliation, but no settlement was reached by the parties.
>
> As a bona fide tenant of the subject landholdings since 1987 up to the present, who has been religiously paying the lease rentals therefor, Mario Punzal maintains that he is entitled to security of tenure, that is, the right to be in peaceful possession and cultivation of the subject landholdings.
>
> On the other hand, in their Answer dated 15 October 1999, respondents-appellants, through counsel, allege, inter alia, that the subject landholdings are not co-owned by herein respondents-appellants; that the lot covered by OCT No. P-5160(M) is registered in the name of Melissa Martin; and, that, the lot covered by OCT No. P-5159(M) is registered in the name of Marlyn Martin.
>
> Respondents-appellants also allege that Mario Punzal is not and has never been their tenant on the subject landholdings, and, therefore, the instant complaint and be dismissed.
>
> On 13 January 2000, respondents-appellants filed their Position Paper dated 28 December 1999 where they argue that complainant-appellee resided in and occupied the subject landholdings without their consent and permission. They said that they neither receive any share of the harvest nor any payment for the residential and agricultural use of the landholdings from Mario Punzal. Moreover, they posit that complainant-appellee interpreted the tolerance and generosity of the respondents-appellants as an implied tenancy agreement between them."[3]

On 27 July 2000, Region III Provincial Adjudicator Toribio E. Ilao, Jr. resolved the controversy in favor of private respondent when he issued his Decision, the fallo of which reads:

> "WHEREFORE, premises considered, judgment is hereby rendered in the following manner:
>
> - DECLARING complainant Mario Punzal as a bona fide tenant over the landholding in question;
>
> - DECLARING the herein respondents to respect the right of complainant Mario Punzal on his security of tenure and the maintenance of peaceful possession and cultivation of the landholding in question;
>
> - DIRECTING the plaintiffs (sic) and the registered owner of the subject land with the assistance of the Municipal Agrarian Reform Officer of DAR Norzagaray, Bulacan to execute an Agricultural Leasehold Contract over the landholdings in question.
>
> The other claims and counter-claims of the parties are hereby DISMISSED for lack of merit.
>
> No costs.
>
> SO ORDERED."

On appeal, the public respondent merely affirmed in toto the judgment of the Provincial Adjudicator, disposing:

> "WHEREFORE, premises considered, the instant Appeal is DISMISSED for lack of merit and the assailed Decision is hereby AFFIRMED.
>
> SO ORDERED."

Aggrieved by the affirmation and by the subsequent denial of the motion for reconsideration, petitioners elevated the case before this Tribunal through the present Petition for Review, theorizing:

> I.
>
> THE DARAB ERRED IN FINDING THAT TENANCY RELATIONSHIP EXISTS BETWEEN THE PARTIES;

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II.

THE DARAB ERRED IN FINDING THAT RESPONDENT SHOULD BE MAINTAINED IN PEACEFUL POSSESSION OF THE LANDHOLDING IN DISPUTE.

The Petition is without merit.Central in the resolution of the present appeal is the issue: Whether or not private respondent is a bona fide tenant on the subject landholdings.

Anent the first assigned issue, the essential requisites of an agricultural tenancy relationship are: 1) the parties are the landowner and the tenant; 2) the subject is agricultural land; 3) there is consent; 4) the purpose is agricultural production; 5) there is personal cultivation; and, 6) there is sharing of harvest or payment of rental (Pascual vs. Court of Appeals, 371 SCRA 338 [2001]).A review of the records on hand reveals that these requisites were all present in this controversy. As summarized by the lower tribunal, to wit:

“In the instant case, We agree with the Adjudicator a quo that tenancy relationship exists between the parties. An implied tenancy relationship is clearly established from the records. There is no dispute that complainant-appellee has been in possession of the subject landholdings since 1987. As borne out by the evidence on records (Certifications of BARC Chairman and Punong Barangay, Annexes “A” and “B”, complaint, pp. 47-48, Rollo), he has been tilling the said lands since then and has been paying rentals to respondents-appellants, Spouses Mario and Francisca Martin allowed the complainant-appellee to cultivate and possess the subject landholdings way back in 1987 and confirmed said relationship when they received lease rentals of 15 cavans of palay per harvest. As has been held, tenancy relationship may be considered where the landowner knew of the cultivation of the land by the farmer and he tolerated the same (Lontoc vs. Vda. De Asis, CA-G.R. No. 39331-12, 13 July 1968). The tenancy relationship having been established his tenancy continued even after OCT’s, covering the subject landholdings were issued to Melissa Martin and Marlyn Martin in 1990. For once a tenant always a tenant. Thus, the tenant goes with the land and the change of ownership does not extinguish tenancy relationship as the obligations of the previous owner passed to the succeeding owner.

Besides, in the instant case, it appears that the possession and cultivation of complainant-appellee has continued for about ten succeeding years after the landholdings were titled in favor of the present owners. It is only now that they are questioning complainant-appellee’s tenancy rights.”

From the afore-quoted findings, it is clearly established that there exists a tenancy relationship between the contending parties.

Moreover, as the tenancy status is clear, petition for review is not even the proper remedy because “the question regarding tenancy status is factual in nature which is not proper in a petition for review (Pascual, supra).”

By reason of the above discussions, the second assigned error is deemed discussed.

WHEREFORE, premises considered, the Petition for Review is hereby DENIED is accordingly DISMISSED for lack of merit.

SO ORDERED.

Abdulwahid and Punzalan Castillo, JJ., concur.

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[1] Rollo, pp. 62-68.

[2] Rollo, pp. 53-61.

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[3] Rollo, pp. 63-65.

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