

**ROMAN D. DAVID FOR HIMSELF AND AS REPRESENTATIVE OF  
ROBERTO B. DIZON, ROMEO C. DIZON AND ALWYN M. PAMINTUAN,  
PETITIONERS, V. BANK OF FLORIDA, RESPONDENT.**

Ponente: LOPEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a734d5d9d5bc/>

---

**LOPEZ, J.:**

The existence of tenancy relations is the main issue in this petition for review under Rule 43 of the Rules of Court.

In their petition[1] for declaration of tenancy status and maintenance of possession filed with the Office of the Provincial Agrarian Reform Adjudicator, petitioners alleged that they are the occupants and farmers-cultivators of a parcel of land consisting of 18 hectares, more or less, situated in Sitio Pandan, Barangay Anupul, Bamban, Tarlac. They claimed that they were among those nominated by the Municipal Agrarian Reform Officer (MARO) and the Barangay Agrarian Reform Council (BARC) Chairman of Brgy. Anupul as tenant-beneficiaries. Sometime between 2005 and 2006, the owners of the land, spouses Arnaldo and Soledad Dizon, obtained a loan from the private respondent Bank of Florida and mortgaged the subject land as security for the loan. When they defaulted to pay, the mortgage was foreclosed by the Bank of Florida and the land was sold to Godofredo Lumboy and to a certain Sta. Maria. Petitioners alleged that the Bank of Florida had been selling portions of the land to prospective tenant-farmer beneficiaries who were dummies created by the Bank to cover its illegal acts. They maintained that the leasehold is not extinguished by the alienation of the land. The purchaser or transferee is subrogated to the rights and substituted to the obligations of the agricultural lessor pursuant to Section 10[2] of RA 3844.[3] Since petitioners are the actual tillers, cultivators and sowers of the land since 1984 and are the nominated Agrarian Reform beneficiaries, they are entitled to the possession, occupation and cultivation of the land.

In its answer,[4] the Bank of Florida denied that the petitioners are the actual occupants and tillers of the land. The previous owners of the land, Atty. Arnaldo P. Dizon and Soledad Dizon, attested that it is not tenanted. In their Affidavit of Non-Tenancy,[5] the spouses Dizon stated that they are the one working on the land; petitioner Roman D. David was a mere farm manager hired by the Dizon family; petitioner Roberto Dizon was the driver of the farm tractor; petitioner Romeo Dizon was an overseas worker; while petitioner Alwyn M. Pamintuan was an errand boy of Atty. Dizon. In sum, petitioners are not considered occupants. The Bank of Florida also denied that it sold portions of the land to Godofredo Lumboy and to a certain Sta. Maria as the Bank remained to be its owner. Moreover, petitioners are not tenant-beneficiaries but only potential beneficiaries of land reform in Bamban, Tarlac, as shown in the notice sent by MARO. The Bank of Florida denied that the matter was referred to BARC.

In a Decision[6] dated October 7, 2008, Provincial Adjudicator Vicente Aselo S. Sicat dismissed the petition for lack of merit and ordered petitioners to pay damages to the Bank of Florida, thus:

WHEREFORE, xxx, judgment is hereby rendered by DISMISSING this case for lack of merit and ORDERING the petitioners to pay the respondent bank the amount of ONE HUNDRED THOUSAND PESOS (P100,000.00) as exemplary damages and FIFTY THOUSAND PESOS (P50,000.00) as attorney's fees and

DISMISSING all other claims for want of merit.

SO ORDERED.

On appeal by petitioners, the Department of Agrarian Reform Adjudication Board (DARAB) affirmed the PARAD's Decision with modification, to wit:

WHEREFORE, the Appeal is hereby DENIED for lack of merit. The assailed Decision dated October 7, 2008 is AFFIRMED with MODIFICATION, in that the award of exemplary damages and Attorney's Fees be DENIED for lack of substantial basis.

SO ORDERED.[7]

Petitioners' motion for reconsideration was denied,[8] hence, they filed the instant petition for review[9] contending that the DARAB:

I. xxx FAILED TO CONSIDER THAT PETITIONERS ARE LEGITIMATE TENANTS OF THE SAID PROPERTY;

II. xxx ERRED IN FINDING THAT THERE IS NO OTHER CONCRETE EVIDENCE ON RECORD ADEQUATE ENOUGH TO PROVE THE EXISTENCE OF TENANCY RELATIONS BETWEEN THE PARTIES.[10]

In Our November 22, 2013 Resolution,[11] We directed the petitioners to rectify the defects of the petition and the respondent to comment on the petition. On January 13, 2014, We received petitioners' Partial Compliance with Motion (To The Resolution dated 22 November 2013).[12] Then, on March 12, 2014, petitioners filed a Compliance with Urgent Motion to Admit Annexes.[13] The registry return receipt dated December 23, 2013 showed that a copy of the Resolution dated November 22, 2013 was received by the Bank's counsel, Atty. Carmelino M. Roque, on December 4, 2013.[14] The certification of postmaster Arnel S. Avenir likewise showed that, on January 10, 2014, Registered letter #528 addressed to Atty. Carmelino M. Roque was received by his driver/messenger on October 3, 2013.[15] However, despite receipt of notice, respondent did not file a comment.[16] Consequently, We GRANT petitioners' Urgent Motion and ADMIT the annexes. We deem the filing of respondent's comment WAIVED and submit the case for decision sans comment.

Petitioners argue that the elements of tenancy relationship are present, hence, they have the legal right to possess the property as agricultural tenants. The Bank of Florida should not have relied on the Affidavit of Non-Tenancy executed by the spouses Arnaldo and Soledad Dizon. Assuming that there is a valid transfer of ownership from the spouses Dizon to the Bank of Florida, the leasehold over the land is not extinguished. Petitioners remain as agricultural lessees pursuant to Section 10 of RA 3844.

The petition lacks merit.

The following are the requisites of a tenancy relationship:

- (a) the parties being landowner and tenant;
- (b) the subject matter is agricultural land;
- (c) there is consent by the landowner;
- (d) the purpose is agricultural production;
- (e) there is personal cultivation by the tenant; and,
- (f) there is sharing of harvests between the parties.[17]

A tenancy relationship cannot be presumed. There must be evidence to prove all the requisites of a tenancy relationship.[18] The absence of one does not make an occupant or a cultivator thereof or a planter thereon a de

jure tenant. This is so because unless a person has established his status as a de jure tenant, he is neither entitled to security of tenure nor is he covered by the Land Reform Program of the Government under existing tenancy laws.[19]

Here, We find insufficient evidence to prove that petitioners are tenants, or that they have a working tenancy relationship with the landowners.

Petitioners did not present adequate proof of personal cultivation of the property. Mere allegation of tilling the land, without sufficient proof, does not amount to personal cultivation. The law is explicit in requiring the tenant and his immediate family to work on the land.[20] We note the spouses Dizon's Affidavit of Non-Tenancy belying petitioners' assertion of personal cultivation, to wit: "they are the one working on [the] land and that there is no tenant working on [it] who will be affected by the mortgage"[21]

Petitioners likewise failed to prove the element of crop sharing, or payment of rentals to the landowners. Notably, petitioners did not offer a single receipt issued by the spouses Dizon acknowledging payment of rentals, or identify any agreed system of crop sharing. Indeed, the fact of working on another's landholding, assuming that it is present in this case, standing alone, does not raise a presumption of the existence of agricultural tenancy. There must be concrete evidence on record adequate to prove the element of sharing. A receipt or any other credible evidence must be presented, because self-serving statements are inadequate.[22]

Meanwhile, petitioners point to a certification issued by MARO and BARC allegedly identifying them as tenant-beneficiaries of the subject land. Perusal of this document, however, reveals that it is not a certification but a mere invitation for them to attend a discussion on their status as potential beneficiaries.[23] This was aptly noted by the DARAB in its assailed Decision, to wit:

xxx, petitioners-appellants did not proffer clear and convincing evidence to bolster their claim that they have always been the tenants/lessees of said land.

On the contrary, petitioners-appellants merely furnished a letter dated October 4, 2006 coming from the MARO of Capas, Tarlac which, at close glance, is merely an invitation – letter for them to be present at an agreed hearing for all "potential farmer-beneficiaries" to submit their Barangay Certificate, Cedula, Voter's ID and other documents showing their proper identification, nothing more and nothing less. Relatedly, the Joint Salaysay of various people residing at the same area where the subject land is located was also attached. However, these self-serving affidavit, declared out of court, can be construed as untrustworthy such that to permit their introduction in evidence may open the door to fraud and perjury.[24]

The findings of administrative officials and agencies who have acquired expertise because their jurisdiction is confined to specific matters are generally accorded not only respect, but at times, even finality, if such findings are supported by substantial evidence.[25] After considering the facts and the evidence in this case, We hold that the DARAB did not commit an error in ruling that there is no tenancy relations between the petitioners and the spouses Dizon.

FOR THE STATED REASONS, the petition is DENIED.

**SO ORDERED.**

Reyes, Jr., (Chairperson) and Inting, JJ., concur.

---

[1] Rollo, pp. 36-39. With Prayer for a Temporary Restraining Order and Permanent Injunction.

[2] 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.

[3] 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.

[4] Rollo, pp. 45-52. With Compulsory Counterclaim

[5] Id., p. 53.

[6] Id., pp. 67-70.

[7] Id., pp. 19-27. Decision dated May 3, 2013

[8] Id., pp. 33-35. Resolution dated July 30, 2013

[9] Id., pp. 8-17.

[10] Id., p. 11.

[11] Id., pp. 76-77.

[12] Id., pp. 78-85.

[13] Id., pp. 88-97. The annexes submitted by the petitioners are the following: 1) Certification dated January 10, 2014 issued by the Postmaster of the City of San Fernando, Pampanga attached as Annex A; 2) Appointment dated February 1, 2013 issued by Honorable Alipio C. Yumul attached as Annex B; 3) rectified Verification and Certification of Non-Forum Shopping attached as Annex C; 4) Affidavit of Service with a properly accomplished jurat attached as Annex D.

[14] Id., back of p. 75. Registry Return Receipt

[15] Id., p. 93.

[16] Id., back of p. 75. Per Verification with Case Management Information System dated March 19, 2014.

[17] *Carolina Lique G. Ganzon v. Court of Appeals, et al.*, G.R. No. 136831, July 30, 2002.

[18] *Victor G. Valencia, et al. v. Court of Appeals, et al.*, G.R. No. 122363, April 29, 2003.

[19] Id., citing *Caballes v. DAR*, G.R. No. 78214, December 5, 1998.

[20] *Rivera v. Santiago*, G.R. No. 146501, August 28, 2003

[21] Rollo, p. 53.

[22] *Joaquin Soliman, et al. v. Pampanga Sugar Development Company (PASUDECO), Inc. and Gerry Rodriguez*, G.R. No. 169589, June 16, 2009.

[23] Rollo, p. 40.

Oktobre 4, 06

Mr. Roman David

Cubcub, Capas Tarlac

Ginoong/Ginang David, Kayo po ay malugod na iniimbitahan sa tanggapan ng DAR-Bamban, Tarlac sa darating na Oktobre 12, 06, sa ganap na ala-1:30 ng hapon para mapag-usapan ang inyong kalagayan bilang potensyal na benepisyaryo ng repormang pansakahan dito sa ating lugar/bayan ng Bamban, Tarlac.

Ang hindi ninyo pagdalo ay nangangahulugan ng kawalan na ninyo ng iterest na maging benepisyaryo ng Comprehensive Agrarian Reform Program (CARP).

xxx

Lubos na gumagalang,

(Sgd.) Reynaldo B. Mendiola  
Municipal Agrarian Reform Officer

[24] Id., p. 24.

[25] Radio Communications of the Philippines v. National Telecommunications Commission, G.R. No. 66683, April 23, 1990.

**ABOUT BATAS.ORG**

# Study smarter at BATAS.org

*The Philippine bar review and law-school companion built around how your brain actually remembers.*

**The complete Philippine law library - free for everyone.**

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

**Audio case-brief lectures.**

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

**Bar review built on the science of memory.**

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

**The full law-school curriculum.**

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

**Mock exams that tell you where you stand.**

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

**A study planner that keeps you on pace.**

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

**Start free at <https://batas.org>**

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.