

NELSON LEVISTE, PETITIONER, VS. SPS. TEODORO AND VIOLETA LAT AND ALL PERSONS ACTING UNDER THEM, RESPONDENTS.

Ponente: GONZALES-SISON, M., J.

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GONZALES-SISON, M., J.:

In this petition for review, petitioner seeks to reverse the Decision[1] dated October 15, 2013 of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 17817.

On June 6, 2005, complainant Nestor Leviste filed a complaint[2] for peaceful possession with damages against defendants spouses Teodoro Lat (“Teodoro”) and Violeta Macasaet-Lat (“Violeta”) and all persons acting under them.

Complainant alleged that he is the agricultural tenant of the defendants in their agricultural land at Poblacion, Malvar, Batangas, with an area of three hectares more or less. His status as such commenced sometime in 1963 when he was allowed by the grandparents and parents of his wife, Erlinda Lat-Leviste (“Erlinda”), to plant agricultural crops like banana, coconuts, corn and other seasonal crops with sharing ratio proceeds agreement of 2/3-1/3. When the ownership of the agricultural land was transferred to the defendants, he continued working on it as tenant. In fact, on December 13, 1995, Erlinda, delivered P100,000.00 to defendant Teodoro as lease rentals for ten (10) years or up to 2005.

Complainant added that sometime in 2004, the defendants demanded from him the return of the agricultural land. When he refused, the defendants installed a security guard and placed a person who gathered the products of the agricultural land amounting to P20,000. Likewise in April 2005, defendant Violeta, accompanied by a policeman from the Malvar Police Station, went to the agricultural land and gathered the fruits of the banana stalks or sheaths amounting to P10,000.00.

Complainant claimed that the aforementioned acts of defendants are against agrarian laws and should be stopped in order to avoid misunderstanding and violence in their locality. He went to the Barangay Agrarian Reform Council (BARC) for amicable settlement but the same proved to be futile thus, upon Certification of the BARC that the parties did not reach amicable settlement, he filed this complaint. He prayed that after proper proceedings, judgment be rendered in his favor by: (1) ordering the defendants to maintain him in peaceful possession and cultivation of the land; (2) directing the defendants to pay him at least P50,000.00 as actual and compensatory damages, and (3) ordering the Municipal Agrarian Reform Officer (MARO) of Malvar, Batangas to mediate and help the parties in the execution of their leasehold contract.

Complainant appended the following documentary evidence to support his claim, viz: (1) Special Power to Withdraw Money in Bank;[3] (2) Sinumpaang Salaysay executed by Nolasco Roxas;[4] and (3) Tax Declaration No. 4574 covering a riceland located at Malvar, Batangas.[5]

After service of summons and notice of hearing, together with the complaint and its annexes, defendant Violeta filed her Answer.[6] Violeta averred that complainant is not the tenant of their agricultural land instead, he is merely an intruder and his presence thereon was initially tolerated by her and her spouse, defendant Teodoro,

since they were in the U.S.; that they have no sharing agreement in whatever form, and the amount of P100,000.00 received by Teodoro was part of the latter's share from the estate of his late mother, Gliceria Lat.

Defendant Violeta then prayed for the dismissal of the complaint and by way of counterclaim, she asked for moral damages in the amount of P50,000.00; attorney's fees in the amount of P30,000.00 plus accumulated appearance fees, and litigation expenses and cost of the suit.

After the parties submitted their respective position paper,[7] and the Provincial Adjudicator submitted for resolution/decision the case, the complainant filed a Verified Motion For a Writ of Preliminary Injunction.[8] Complainant prayed that a temporary restraining order be issued to enjoin defendant Violeta, the security guard installed on the land as well as all persons in her behalf to allow him to enter into the land, and after due notice and hearing, a preliminary injunction or a status quo order be granted to him.

By decision[9] dated May 31, 2006, the PARAD dismissed the complaint for failure of complainant to prove by substantial evidence all the requisites of an agricultural tenancy relationship. Complainant did not present evidence to show that the predecessors-in-interest of defendants agreed to constitute him as tenant of the agricultural land or that the landowners consented to a tenancy relationship; neither was it proved that there was sharing of harvests with the landowners nor personal cultivation by the complainant on the land, thus:

“Wherefore, premises considered, the instant complaint is DISMISSED. Likewise, the compulsory counterclaim is hereby dismissed.

Accordingly, the application for injunction is denied.

SO ORDERED.”[10]

A motion for reconsideration[11] was filed by the complainant but the same was thumbed down by the PARAD in a Resolution[12] on August 16, 2012.

Against the denial of his motion for reconsideration, the complainant filed a notice of appeal[13] and submitted his memorandum of appeal.[14] He claimed that the Provincial Adjudicator erred in not finding that he is a bonafide tenant of the defendants over their agricultural land, entitled to peaceful possession, injunction and damages.

Finding the elements of consent and sharing agreement to be wanting, the DARAB affirmed the decision of the PARAD,[15] thus:

“WHEREFORE, the Appeal is Denied for lack of merit. The assailed Decision dated 31 May 2006 is AFFIRMED IN TOTO.

No pronouncements as to costs.

SO ORDERED.”[16]

With the denial[17] of his motion for reconsideration, the appellant, now petitioner comes before Us via this instant recourse claiming that, to wit:

I.

“THE HONORABLE DARAB ERRED IN FINDING THAT THERE IS NO LANDOWNER'S CONSENT TO THE TENANCY RELATIONSHIP.

II.

THE HONORABLE DARAB ERRED IN RULING THAT THERE IS NO SHARING OF HARVEST

BETWEEN THE PETITIONER AND RESPONDENTS/OWNERS.

III.

THE HONORABLE DARAB ERRED IN DISREGARDING THE EVIDENTIARY VALUE OF THE AFFIDAVIT OF WITNESSES SUBMITTED BY THE PETITIONER.

IV.

THE HONORABLE ADJUDICATOR AND THE OFFICE OF THE DARAB ERRED IN NOT FINDING APPELLANT AS A BONAFIDE TENANT ON THE SUBJECT LANDHOLDING ENTITLED TO RIGHTS AND PROTECTION GUARANTED BY LAW.[18]

After the defendants, now appellees, failed to file their Comment to the petition, despite receipt of notice to file,[19] We directed the parties to simultaneously file their respective Memoranda[20] to which, only the appellees complied.

THE PETITION FAILS.

The issues raised by petitioner boils into whether or not there is a tenancy relationship between him and the respondents.

Tenancy is a legal relationship established by the existence of particular facts as required by law. For a tenancy relationship to exist between the parties, the following essential elements must be shown: (a) the parties are the landowner and the tenant; (b) the subject matter is agricultural land; (c) there is consent between the parties; (d) the purpose is agricultural production; (e) there is personal cultivation by the tenant; and (f) there is sharing of the harvests between the parties. All the above elements must concur in order to create a tenancy relationship. Thus, the absence of one does not make an occupant of a parcel of land, a cultivator or a planter thereon, a de jure tenant entitled to security of tenure under existing tenancy laws.[21]

The burden of proof rests on the one claiming to be a tenant to prove his affirmative allegation by substantial evidence. His failure to show in a satisfactory manner the facts upon which he bases his claim would put the opposite party under no obligation to prove his exception or defense. The rule applies to civil and administrative cases,[22] as in the case at bar.

After a thorough evaluation of the records of the case, We agree with the findings and conclusions of the PARAD and DARAB that the essential requisites of consent and sharing are lacking.

Petitioner did not present proof that respondents and their predecessors-in-interest consented to a tenancy relationship with him. Neither he presented evidence that he was recognized by the respondents nor agreement that they hired him as their legitimate tenant in their agricultural land. His self-serving statements that he has commenced working on the agricultural land as early as 1963 and continuously cultivating it are not sufficient to prove consent. Independent and concrete evidence is needed to prove consent of the landowner.[23] Although petitioner presented the affidavit of Nolasco Roxas, this is not sufficient evidence to corroborate the claim of petitioner that he is a tenant of the respondents of their agricultural land. It does not confirm whether the presence of petitioner on the agricultural land was based on a tenancy relationship that the respondents had agreed to. It merely established petitioner to have occupied and cultivated the agricultural land. It has been ruled that mere occupation or cultivation of an agricultural land does automatically convert the tiller into an agricultural tenant recognized under agrarian laws.[24]

Even the tax declaration presented by petitioner purportedly showing that he is a tenant of the respondents does not help him. Whilst the land described therein is under the name of Gliceria Trinidad, as aptly observed by the

PARAD, the same refers to a rice land measuring 5830 square meters and not to the subject agricultural land allegedly planted with fruit bearing trees and other seasonal crops. Even assuming arguendo that the tax declaration refers to the subject landholding, still, it does not convince Us that respondents installed petitioner as agricultural tenant on the property. As observed by the PARAD and which We hereby quote with imprimatur, to wit:

“[T]he inscription describing complainant as tenant was typed in different manner as compared to the other entries in the same tax declaration. Attention must be drawn to the fact that the word tenant, the name of the complainant, and the location of the property were typed in capital letters unlike the rest of the entries.”[25]

On the matter of the existence of sharing agreement, there is likewise no morsel of evidence that the petitioner shared the harvest and/or produce from the agricultural land to the respondents. The Supreme Court in the case of *Samson vs. Susano, et al.*, [26] categorically ruled that, to wit:

“Substantial evidence necessary to establish the fact of sharing cannot be satisfied by a mere scintilla of evidence; there must be a concrete evidence on record adequate to prove the element of sharing. To prove sharing of harvests, a receipt, or any other credible evidence must be presented, because self-serving statements are inadequate.”

In this case, petitioner failed to present a receipt for respondents' share in the harvest, or any other solid evidence proving that there was a sharing of harvest and agreed system of sharing between him and the respondents. The documentary evidence submitted by him, i.e. piece of paper allegedly referring to Special Power To Withdraw Money and Certificate of Time Deposit with the Rural Bank of Cuenca, Batangas, amounting to P200,000 in the name of spouses Leon and Gliceria Lat, to establish the purported sharing of harvests is not sufficient to prove the existence of a sharing agreement. There is no indication that the amount indicated therein was for the lease rentals of the agricultural land.

The inexistence of sharing agreement is bolstered by the bare assertion of petitioner that his wife delivered P100,000.00 to respondent Teodoro as lease rentals of the agricultural land for ten years from 1995 to 2005. Bare assertion carries no value [27] hence, petitioner's assertion raises doubts as to its truthfulness.

Indeed, respondents as well as their predecessors-in-interest did not receive any share in the harvest of the agricultural land from petitioner or that the latter delivered a proportionate share of the harvest to the landowners pursuant to a tenancy relationship. The Supreme Court ruled in the case of *Nicorp Management and Development Corp. vs. De Leon* [28] that absence of other evidence to prove that the landowners consented to the tenurial arrangement, petitioner's cultivation of the land was by mere tolerance of the landowners.

In fine, petitioner is not a de jure tenant entitled to security of tenure hence, We deny the petition. No error can therefore be attributed to the DARAB when it affirmed the PARAD decision dismissing the petitioner's complaint. The existence of a tenancy relationship cannot be presumed and allegations that one is a tenant do not automatically give rise to security of tenure. Occupancy and continued possession of the land will not ipso facto make one a de jure tenant. [29] The elements for the existence of tenancy relationship are explicit in law and cannot be done away with by conjectures. 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. [30]

WHEREFORE, premises considered, the instant petition is hereby DENIED. The Decision dated October 15, 2013 of the DARAB in DARAB Case No. 17817 is AFFIRMED.

SO ORDERED.

Salazar-Fernando, R. A., Chairperson and Cruz, R.A., JJ., concur.

[1] Rollo, pp. 42-53.

[2] Id., pp. 108-111.

[3] Id., p. 112.

[4] Id., p. 114.

[5] Id., p. 113.

[6] Id., pp. 102-106.

[7] Id., Respondent Violeta Lat's Position Paper, pp. 84-88, Complainant's Position Paper, pp. 96-100.

[8] Id., pp. 89-91.

[9] Id., pp. 77-83.

[10] Id., penned by Provincial Adjudicator, Ma. Lilia O. Dela Rea.

[11] Id., pp. 74-75.

[12] Id., p. 73.

[13] Id., pp. 68-71.

[14] Id., pp. 54-67.

[15] See note 1.

[16] Id., penned by Jim G. Coletto, PARAD Member , with other PARAD Members Gerundio C. Madueño, Alex G. Almario, and Ma. Patricia Rualo-Bello, concurring.

[17] Rollo, pp. 33-34.

[18] Id., pp. 3-28 at p. 10.

[19] Id., p. 121.

[20] Id.

[21] Quintos vs. DARAB, et al., G.R. No. 185838, February 10, 2014.

[22] Id.

[23] Heirs of Quilo vs. Development Bank of the Philippines-Dagupan Branch, et al., G.R. No. 184369, October 23, 2013.

[24] Id.

[25] See note 10 at p. 81.

[26] G.R. Nos. 179024 and 179086, May 30, 2011.

[27] Tolentino, et. al. vs. COMELEC, et. al. G.R. No. 148334, January 21, 2004.

[28] G.R. No. 176942, August 28, 2008.

[29] Heirs of Barredo vs. Besañez, G.R. No. 164695, December 13, 2010.

[30] Samson vs. Susano, G.R. No. 179024, May 30, 2011.

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