

## ROSITA H. SUMONOD REPRESENTED BY TERESITA S. TENEZA AND CORAZON TENEZA, PETITIONERS, VS. ELMER R. UY, RESPONDENT.

Ponente: FRANCISCO, J.

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### FRANCISCO, J.:

Before Us is a Petition for Review[1] assailing the Decision,[2] dated 9 May 2011, rendered by the Department of Agrarian Reform Adjudication Board – Central Office, Diliman, Quezon City (DARAB Central Office) in DARAB Case No. 14121. In the assailed Decision, the DARAB Central Office set aside the Decision[3] dated 17 October 2005 rendered by the Regional Adjudicator of DARAB, Region 10 in a case docketed as DARAB Case No. X(06) 1824 Misamis Oriental. The dispositive portion of the assailed Decision reads:

WHEREFORE, the assailed Decision dated 17 October 2005 is SET ASIDE. A NEW JUDGMENT is rendered as follows:

- DECLARING, respondent-appellant Elmer R. Uy a BONA FIDE TENANT in his own right over the subject lots;
- MAINTAINING, respondent-appellant in the peaceful possession and cultivation of said lots;
- ORDERING, the petitioners-appellees, their agents, representatives and all persons deriving authority from them to respect the possession and cultivation of the lots by respondent-appellant Elmer R. Uy.
- ORDERING, the Municipal Agrarian Reform Officer (MARO) of Gingoog City to assist the parties in the execution of an Agricultural Leasehold Contract in accordance with existing DAR rules and regulations.

No costs.[4]

### The Antecedents

The present case stemmed from a Petition[5] filed by herein petitioners before the DARAB Region 10 against the respondent, Elmer R. Uy, for Declaration of Non Tenancy and/or Extinguishment of Tenancy Relationship. The material allegations of the Petition are as follows:

Petitione[r] Rosita H. Sumonod, [as] represented xxx by her [A]ttorney[s]-in-[F]act, Teresita S. Teneza and Corazon T. Teneza, is [the] landowner of a parcel of agricultural land known as [L]ot No. 63, Pls-86, situated in Binakalan, Gingoog City, [with] an area of 46,054 square meters covered [by] Transfer Certificate of Title (TCT) No. T-13187 xxx;

Petitioner Corazon T. Teneza is also [the] owner of two (2) parcels of agricultural lands known as Lot No. 59, Pls-86 and Lot No. 60, Pls-86, situated at Dumayokdok, San Miguel[,] Gingoog City[,] with an area of 17,832 square meters and 44,817 square meters xxx, and covered by Transfer Certificates of Title (TCTs) No[s].

T-4233 and T-4227, respectively , issued in the name of her deceased husband Rodolfo Teneza, who passed away on 30 September 1992; xxx;

The aforesaid three (3) parcels of land were originally tenanted by the [late] Spouses Tomas Uy and Gertrudes Rivera-Uy;

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Be it noted that Tomas Uy died on February 13, 1983 and Gertrudes R. Uy died on September 4, 1986; it was therefore after or upon the death of Gertrudes R. Uy where the tenancy relations with Tito R. Uy ensued; this was recognized by the landowners of the aforesaid lands;

In June 2002, [L]ot No. 63, pls-86 was donated by Teresita S. Teneza to Rosita H. Sumonod; however, management remained with the former x x x;

From the moment of deaths of Tomas Uy and Gertrudes Rivera Uy, in February 13, 1983 and September 4, 1986 respectively, the acknowledged tenant of the aforesaid three (3) parcel[s] of land was Tito R. U[y]; there was no conflict on this;

On May 23, 2004, Tito R. Uy, the acknowledged and recognized tenant from since 1983 or 1986, as the case maybe (sic), died single and without any issue;

The death of Tito R. Uy on May 23, 2004 without successor and qualified heir to succeed the tenancy relations is deemed as a ground for the extinguishment of the leasehold or tenancy relations; however, respondent Elmer Uy, the nephew to (sic) the late Tito R. Uy came forward to claim successional right over the tenancy relations existing between Tito R. Uy and the landowners of the lands, petitioners herein;[6]

In his Reply to the Petition, the respondent alleged that he is the tenant on the subject agricultural lands. The respondent also alleged that he was forced to perform the planting and harvesting of coconuts on the properties since his uncle, Tito R. Uy, was permanently incapacitated. The respondent assumed all the responsibilities of his uncle as he managed and worked on the said lands.

The respondent also alleged that he dealt with copra buyers and processors, as well as received warehouse receipts for the delivery of harvests upon the instructions and consent of the late Rodolfo Teneza, husband of Corazon Teneza. The respondent also delivered the processed dried copra to INDOPHIL, after which he shared the proceeds either with Rodolfo Teneza or his mother, Antonia G. Teneza, who collected 75% of the proceeds after deducting the expenses, while the 25% was the respondent's share.

In a Decision[7] dated 17 October 2005, the Regional Adjudicator of DARAB, Region 10 ruled that the respondent, being only a nephew of the late Tito R. Uy, could not legally succeed the latter as the agricultural tenant. Thus, the Regional Adjudicator ruled, to wit:

WHEREFORE, premises considered, JUDGMENT is hereby rendered in favor of the petitioners and against the respondent, as follows:

- Declaring, that by reason of the death of tenant TITO R. UY, the tenancy relationship over the subject three parcels of land owned by the petitioners is extinguished since there was nobody among those mentioned in Section 9, of R.A. 4844, to succeed him as he died without any issue;

- Ordering respondent ELMER UY, and all persons acting for him, to permanently cease and desist from entering the subject landholdings under claim of tenancy by right of succession; and
- No award of damages of any kind for lack of factual and evidentiary basis.

SO ORDERED.[8]

The respondent filed a Motion for Reconsideration but the same was subsequently denied by the DARAB, Region 10 in an Order dated 3 November 2005.[9]

The respondent then filed an appeal before the DARAB Central Office.

On 9 May 2011, the DARAB Central Office rendered the assailed Decision setting aside the Decision of the DARAB Regional Adjudicator. A subsequent Motion for Reconsideration filed by herein petitioners was denied by the DARAB Central Office.

The petitioners now seek the reversal of the assailed Decision through this Petition for Review.

#### Assignment of Errors

The petitioners impute the following errors of the DARAB Central Office:

FIRST GROUND: THE HONORABLE DARAB ERRED IN FAILING TO CONSIDER AND APPLY THE PROVISION OF SECTION 9, OF R.A. NO. 3844 ON THE MATTER OF SUCCESSION OF DECEASED TENANT.

SECOND GROUND: THE HONORABLE DARAB ERRED IN DECLARING RESPONDENT AS TENANT IN HIS OWN RIGHT EVEN DURING THE LIFETIME OF HIS UNCLE TITO R. UY, THE ACKNOWLEDGED TENANT OF PETITIONERS' LAND.[10]

#### Our Ruling

The petitioners argue that the DARAB Central Office erred in ruling that the respondent, Elmer R. Uy, is a bonafide tenant in his own right. According to the petitioners, this finding by the DARAB Central Office would lead to an absurdity since the tenancy of Tito R. Uy was admitted by the respondent in his Reply.

Such argument is unavailing.

There is no doubt that, as admitted by the respondent, the late Tito R. Uy was the acknowledged and recognized tenant of the three (3) parcels of land after the deaths of Tomas Uy and Gertrudes Rivera Uy. However, as found by the DARAB Central Office, it is clear from the records that the late Tito R. Uy was permanently incapacitated and could not perform his duties as a leasehold tenant.

In order to establish a tenancy agreement, the following elements must be present: 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.[11]

As stated above, one of the requisites for a valid tenancy relationship is that there must be personal cultivation by the leasehold tenant or agricultural lessee.[12] In other words, the law requires that the leasehold tenant must actually and personally till, cultivate or operate the subject agricultural land, solely or with the aid of labor from his immediate farm household.[13]

In this case, it is not disputed that the respondent was the one who cultivated the subject agricultural lands from

the year 1986 until 2005.

Thus, We agree with the DARAB Central Office in ruling that the respondent, Elmer R. Uy, was a leasehold tenant in his own right.

It must be remembered that a tenancy relationship may be established either verbally or in writing, expressly or impliedly.[14] In this case, the DARAB Central Office correctly ruled that the petitioners have impliedly consented to the tenancy of the respondent. As aptly discussed by the DARAB Central Office in the assailed Decision:

xxx [T]here is an implied consent when by the subsequent acts of the parties, they are deemed to have ratified the agreement; as when the landowner accepts the shares proffered by the farmer-tiller or “when the landowner permits the tiller to possess and cultivate the landholding in the concept of a tenant for a period of 10 years” without protesting thereto.

In this case, the records show that respondent-appellant has been cultivating the three lots from 1986 to 2005 or for 19 years.

Assuming arguendo that the entry of the respondent-appellant on the lots was not recognized by the landowners, the records do not show that they (landowners) immediately demanded that respondent-appellant Elmer Uy immediately vacate the lots in 1986, when he commenced taking over the cultivation from his uncle who was incapacitated.

To our mind, it is contrary to common sense and so unbelievable that landowners whose property rights have been violated would stay silent from 1986 to 2005, and not exercise their rights of dominion over the landholdings by filing ejectment proceedings against respondent-appellant Elmer Uy in accordance with law at the soonest possible time after the entry of Elmer Uy on the lots.

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In this case, the records also show that respondent-appellant has been remitting the shares of the harvests and lease rentals to the petitioners-landowners. This is shown by numerous receipts and bank deposit slips which strongly indicate that Elmer Uy has been paying lease rentals to the petitioners-appellees.

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Consequently, the eerie silence of the petitioners-appellees for an unreasonable length of time of nineteen (19) years, their belated attempts to disavow the tenancy status of the respondent-appellant, and the landowners' presumed acceptance of lease rentals speak loudly of their acquiescence to the tenancy status of respondent-appellant Elmer Uy.[15]

Further, We find that the petitioners are already barred by laches from contesting the tenancy of the respondent. Laches has been defined by the Supreme Court as follows:

Laches is defined as the failure or neglect for an unreasonable and unexplained length of time, to do that which, by exercising due diligence, could or should have been done earlier. It is negligence or omission to assert a right within a reasonable time, warranting a presumption that the party entitled thereto has either

abandoned or declined to assert it. The principle of laches is based on grounds of public policy which requires, for the peace of society, the discouragement of stale claims. It is principally directed against the unfairness of permitting an alleged right or claim to be enforced. It concerns itself with whether or not by reason of long inaction or inexcusable neglect, a person claiming a right should be barred from asserting the same, because to allow him to do so would be unjust to the person against whom such right is sought to be enforced.[16]

Similarly, in one case, the Supreme Court ruled that the landowners' inaction barred them from denying the tiller of the agricultural land his rights as a leasehold tenant:

In the present case, allowing petitioners to dispossess respondent would clearly prejudice the tiller, who poured time and energy to ensure that his father's leasehold remained productive not merely for respondent's advantage, but for petitioners' as well. For almost 15 years, petitioners did not object to respondent's farm work which accrued to their own benefit. It would thus be utterly unfair for petitioners now to eject respondent from the land he has been tilling for 15 years, simply because of petitioners' choice of respondent's sister, Asuncion, as Policarpo's successor. Besides, as correctly observed by the Regional Adjudicator, to give petitioners the right to exercise that choice would merely result in the unnecessary displacement of respondent who, after years of labor, now has an undeniable stake on the land. Given the practical circumstances as well as the legal and equitable considerations in this case, we are in agreement with the Court of Appeals, the DARAB, and the Regional Adjudicator that respondent's leasehold rights deserve to be protected and maintained.[17]

Thus, needless to say, the petitioners insistence on the application of Section 9[18] of R.A. No. 3844 must fail. The petitioners could not avail themselves of the right granted by the aforesaid provision precisely because, as earlier discussed, the respondent had been a bonafide leasehold tenant since the year 1986.

In sum, We find no basis to set aside the findings of the DARAB Central Office.

WHEREFORE, premises considered, the instant petition is hereby DENIED. The assailed Decision,[19] dated 9 May 2011, rendered by the DARAB Central Office is hereby AFFIRMED.

### **SO ORDERED.**

### **CERTIFICATION**

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Borja, J., Ch., and Badelles, JJ., concur.

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[1] Rollo, pp. 6-18.

[2] Rollo, pp. 24-35.

[3] Rollo, pp. 58-64.

[4] Rollo, pp. 34-35.

[5] Rollo, pp. 68-73.

[6] Rollo, pp. 68-70.

[7] Supra at note 3.

[8] Rollo, pp. 63-64.

[9] Rollo, p. 29.

[10] Rollo, p. 12.

[11] Rodolfo Cornes, et al. v. Leal Realty Centrum Co., Inc., et al., G.R. No. 172146, 30 July 2008.

[12] Lucia Rodriguez and Prudencia Rodriguez v. Teresita V. Salvador, G.R. No. 171972, 8 June 2011.

[13] Francisco Novesteras v. CA, G.R. No. L-36654, 31 March 1987.

[14] Section 7, R.A. 1199, "An Act to Govern the Relations Between Landholders and Tenants of Agricultural Lands."

[15] Rollo, pp. 31-34.

[16] Pevet Adalid Felizardo, et al. v. Siegfredo Fernandez, G.R. No. 137509, 15 August 2001.

[17] Ibid.

[18] SEC. 9. Agricultural Leasehold Relation Not Extinguished by Death or Incapacity of the Parties. - In case of death or permanent incapacity of the agricultural lessee to work his landholding, the leasehold shall continue between the agricultural lessor and the person who can cultivate the landholding personally, chosen by the agricultural lessor within one month from such death or permanent incapacity, from among the following: (a) the surviving spouse; (b) the eldest direct descendant by consanguinity; or (c) the next eldest descendant or descendants in the order of their age: Provided, That in case the death or permanent incapacity of the agricultural lessee occurs during the agricultural year, such choice shall be exercised at the end of that agricultural year: Provided, further, That in the event the agricultural lessor fails to exercise his choice within the periods herein provided, the priority shall be in accordance with the order herein established.

In case of death or permanent incapacity of the agricultural lessor, the leasehold shall bind his legal heirs.

[19] Supra at note 2.

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