

REYNALDO BEJASA AND ERLINDA BEJASA, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS, SPECIAL SIXTEENTH DIVISION, ISABEL CANDELARIA AND JAMIE DINGLASAN, RESPONDENTS.

G.R. No. 108941. July 06, 2000

Ponente: PARDO, J.

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PARDO, J.:

This is a petition[1] assailing the decision of the Court of Appeals[2] reversing the decision of the Regional Trial Court, Calapan, Oriental Mindoro[3] and ordering petitioners Reynaldo and Erlinda Bejasa (hereinafter referred to as "the Bejasas") to surrender the possession of the disputed landholdings to respondent Isabel Candelaria ("hereinafter referred to as Candelaria") and to pay her annual rental from 1986, attorney's fees, litigation expenses and costs.[4]

Inescapably, the appeal involves the determination of a factual issue. Whether a person is a tenant is a factual question.[5] The factual conclusions of the trial court and the Court of Appeals are contradictory and we are constrained to review the same.[6]

We state the undisputed incidents.

This case involves two (2) parcels of land covered by TCT No. T-58191[7] and TCT No. T-59172,[8] measuring 16 hectares and 6 hectares more or less, situated in Barangay Del Pilar, Naujan, Oriental Mindoro. The parcels of land are indisputably owned by Isabel Candelaria.

On October 20, 1974, Candelaria entered into a three-year lease agreement over the land with Pio Malabanan (hereinafter referred to as "Malabanan"). In the contract, Malabanan agreed among other things: "to clear, clean and cultivate the land, to purchase or procure calamansi, citrus and rambutan seeds or seedlings, to attend and care for whatever plants are thereon existing, to make the necessary harvest of fruits, etc." [9]

Sometime in 1973, Malabanan hired the Bejasas to plant on the land and to clear it. The Bejasas claim that they planted citrus, calamansi, rambutan and banana trees on the land and shouldered all expenses of production.

On May 3, 1977, Candelaria gave Malabanan a six-year usufruct over the land, modifying their first agreement. As per the agreement, Malabanan was under no obligation to share the harvests with Candelaria.[10]

Sometime in 1983, Malabanan died.

On September 21, 1984, Candelaria constituted respondent Jaime Dinglasan (hereinafter referred to as "Jaime") as her attorney-in-fact, having powers of administration over the disputed land.[11]

On October 26, 1984, Candelaria entered into a new lease contract over the land with Victoria Dinglasan, Jaime's wife (hereinafter referred to as "Victoria"). The contract had a term of one year.[12]

On December 30, 1984, the Bejasas agreed to pay Victoria rent of P15,000.00 in consideration of an

"aryenduhan" or "pakyaw na bunga"[13] agreement, with a term of one year. The agreement is below quoted:[14]

"Ako si Victoria Dinglasan bilang tagapamahala ni Isabel Candelaria ay ipinaaryendo kay Reynaldo Bejasa ang lupang dating aryendo ni Pio Malabanan sa nasabing Ginang Buhat sa ika-30 ng Disyembre 1984 hanggang Ika-30 ng Disyembre 1985. Ako ay tumanggap sa kanya ng pitong libong piso at ito ay daragdagan pa niya ng walong libong piso (P8,000) dito sa katapusan ng buwan ng Disyembre 1984.

(signed)

Reynaldo Bejasa

(signed)

Victoria Dinglasan

"Witness

"(unintelligible)

"(unintelligible)"

During the first week of December 1984, the Bejasas paid Victoria P7,000.00 as agreed. The balance of P8,000.00 was not fully paid. Only the amount of P4,000.00 was paid on January 11, 1985.[15]

After the aryenduhan expired, despite Victoria's demand to vacate the land, the Bejasas continued to stay on the land and did not give any consideration for its use, be it in the form of rent or a shared harvest.[16]

On April 7, 1987, Candelaria and the Dinglasans again entered into a three-year lease agreement over the land.[17] The special power of attorney in favor of Jaime was also renewed by Candelaria on the same date.[18]

On April 30, 1987, Jaime filed a complaint before the Commission on the Settlement of Land Problems ("COSLAP"), Calapan, Oriental Mindoro seeking ejectment of the Bejasas.

On May 26, 1987, COSLAP dismissed the complaint.

Sometime in June 1987, Jaime filed a complaint with the Regional Trial Court, Calapan Oriental, Mindoro[19] against the Bejasas for "Recovery of possession with preliminary mandatory injunction and damages." The case was referred to the Department of Agrarian Reform ("DAR").

On December 28, 1987, the DAR certified that the case was not proper for trial before the civil courts.[20]

The trial court dismissed Jaime's complaint, including the Bejasas' counterclaim for leasehold, home lot and damages.

On February 15, 1988, the Bejasas filed with the Regional Trial Court of Calapan, Oriental Mindoro a complaint for "confirmation of leasehold and home lot with recovery of damages." [21] against Isabel Candelaria and Jaime Dinglasan.[22]

On February 20, 1991, after trial, the trial court ruled in favor of the Bejasas.[23] First, they reasoned that a tenancy relationship was established.[24] This relationship can be created by and between a "person who furnishes the landholding as owner, civil law lessee, usufructuary, or legal possessor and the person who personally cultivates the same." [25] Second, as bona-fide tenant-tillers, the Bejasas have security of tenure.[26] The lower court ruled:[27]

"ACCORDINGLY, judgment is hereby rendered in favor of the plaintiffs and against the defendants, as follows:

"(1) Ordering the defendants to maintain plaintiffs in the peaceful possession and cultivation of the lands in question and to respect plaintiff's security of tenure on the landholdings of Isabel Candelaria and the home lot presently occupied by them;

"(2) Confirming the leasehold tenancy system between the plaintiffs as the lawful tenant-tillers and the landholder, Isabel Candelaria, with the same lease rental of P20,000.00 per calendar year for the use of the lands in question and thereafter, same landholdings be placed under the operation land transfer pursuant to Republic Act No. 6657;

"(3) Ordering the defendants to pay jointly and severally the plaintiffs the amount of P115,500.00 representing the sale of calamansi which were unlawfully gathered by Jaime Dinglasan and his men for the period July to December, 1987 and which were supported by receipts and duly proven, with formal written accounting, plus the sum of P346,500.00 representing the would-be harvests on citrus, calamansi, rambutan and bananas for the years 1988, 1989 and 1990, with legal rate of interest thereon from the date of the filing of the instant complaint until fully paid;

"(4) Ordering the defendants to pay plaintiffs jointly and severally the amount of P30,000.00 as attorney's fee and expenses of litigation; and

"(5) Authorizing the plaintiffs as tenant-farmers to litigate as pauper not only in this Court but up to the appellate courts in accordance with Section 16 of P. D. No. 946.

"SO ORDERED."

On February 20, 1991, respondents filed their notice of appeal.[28]

On February 9, 1993, the Court of Appeals promulgated a decision reversing the trial court's ruling.[29] Reasoning: First, not all requisites necessary for a leasehold tenancy relationship were met.[30] There was no consent given by the landowner. The consent of former civil law lessee, Malabanan, was not enough to create a tenancy relationship.[31] Second, when Malabanan engaged the services of the Bejasas, he only constituted them as mere overseers and did not make them "permanent tenants". Verily, even Malabanan knew that his contract with Candelaria prohibited sublease.[32] Third, the contract ("aryenduhan") between the Bejasas and Victoria, by its very terms, expired after one year. The contract did not provide for sharing of harvests, means of production, personal cultivation and the like.[33] Fourth, sharing of harvest was not proven. The testimony of Reynaldo Bejasa on this point is self-serving. Fifth, the element of personal cultivation was not proven. Reynaldo Bejasa himself admitted that he hired laborers to clear and cultivate the land.[34] The Court of Appeals disposed of the case, thus:[35]

"WHEREFORE, premises considered, the judgment appealed from is hereby REVERSED and SET ASIDE. The interlocutory order issued on September 5, 1988 is DISSOLVED and the appellees are hereby ordered to surrender possession of the disputed landholdings to appellant Isabel Candelaria and pay her the amount of P15,000.00 in annual rents commencing from 1986 plus attorney's fees and litigation expenses of P35,000.00 and costs.

"SO ORDERED."

Hence, this appeal filed on March 3, 1993.[36]

The issue raised is whether there is a tenancy relationship in favor of the Bejasas.

The elements of a tenancy relationship are:[37]

- (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 harvests.

After examining the three relevant relationships in this case, we find that there is no tenancy relationship between the parties.

Malabanan and the Bejasas. True, Malabanan (as Candelaria's usufructuary) allowed the Bejasas to stay on and cultivate the land.

However, even if we assume that he had the authority to give consent to the creation of a tenancy relation, still, no such relation existed.

There was no proof that they shared the harvests.

Reynaldo Bejasa testified that as consideration for the possession of the land, he agreed to deliver the landowner's share (1/5 of the harvest) to Malabanan.[38] Only Reynaldo Bejasa's word was presented to prove this. Even this is cast into suspicion. At one time Reynaldo categorically stated that 25% of the harvest went to him, that 25% was for Malabanan and 50% went to the landowner, Candelaria.[39] Later on he stated that the landowner's share was merely one fifth.[40]

In *Chico v. Court of Appeals*,[41] we faulted private respondents for failing to prove sharing of harvests since "no receipt, or any other evidence was presented." [42] We added that "Self serving statements ... are inadequate; proof must be adduced." [43]

Candelaria and the Bejasas. Between them, there is no tenancy relationship. Candelaria as landowner never gave her consent.

The Bejasas admit that prior to 1984, they had no contact with Candelaria.[44] They acknowledge that Candelaria could argue that she did not know of Malabanan's arrangement with them.[45] True enough Candelaria disavowed any knowledge that the Bejasas during Malabanan's lease possessed the land.[46] However, the Bejasas claim that this defect was cured when Candelaria agreed to lease the land to the Bejasas for P20,000.00 per annum, when Malabanan died in 1983.[47] We do not agree. In a tenancy agreement, consideration should be in the form of harvest sharing. Even assuming that Candelaria agreed to lease it out to the Bejasas for P20,000 per year,[48] such agreement did not create a tenancy relationship, but a mere civil law lease.

Dinglasan and the Bejasas. Even assuming that the Dinglasans had the authority as civil law lessees of the land to bind it in a tenancy agreement, there is no proof that they did.

Again, there was no agreement as to harvest sharing. The only agreement between them is the "aryenduhan", [49] which states in no uncertain terms the monetary consideration to be paid, and the term of the contract.

Not all the elements of tenancy being met, we deny the petition.

WHEREFORE, we AFFIRM the decision of the Court of Appeals of February 9, 1993, in toto.

No costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Ynares-Santiago, JJ., concur.

[1] Under Rule 45 of the 1964 Revised Rules of Court.

[2] In CA-G. R. CV No. 33989 dated February 9, 1993, decision penned by Associate Justice Segundino G. Chua, concurred in by Associate Justices Fortunato A. Vailoces and Ricardo P. Galvez.

[3] In Civil Case No. R-3868, Judge Marciano T. Virola, presiding.

[4] Rollo, p. 43.

[5] *Macaraeg v. Court of Appeals*, 169 SCRA 259 (1989).

[6] *Oarde v. Court of Appeals*, 280 SCRA 236, 244 (1997).

[7] Exhibit "16", Regional Trial Court Record.

[8] Exhibit "17", Regional Trial Court Record.

[9] Exhibit "3", Regional Trial Court Record.

[10] "Kasunduan", Exhibit "4-A",
Regional Trial Court Record.

[11] Exhibit "7", Regional Trial Court Record.

[12] Exhibit "6-A", Regional Trial Court Record.

[13] Under this system, for a stipulated consideration, the lessee acquires the right over any fruits produced and harvested from the land, using any system of production he sees fit (Rollo, pp. 53- 54).

[14] Exhibit "E", Exhibit "10", Regional Trial Court Record, p. 204.

[15] Exhibit "11", Exhibit "F", Regional Trial Court Record, p. 205; TSN, June 22, 1990, pp. 14-16.

[16] Rollo, p. 52.

[17] Exhibit "8", Regional Trial Court Record.

[18] Exhibit "9", Regional Trial Court Record.

[19] Docketed as Civil Case No. R-3826.

[20] Regional Trial Court Record, p. 14.

[21] Docketed as Civil Case No. R-3868.

[22] Regional Trial Court Record, pp. 1-9.

[23] Decision in Civil Case No. R-3868, Judge Marciano T. Virola, presiding, Regional Trial Court Record, pp. 328-336, Rollo, pp. 22-30.

[24] Rollo, p. 23.

[25] Rollo, p. 24.

[26] Rollo, p. 29.

[27] Rollo, pp. 29-30.

[28] Regional Trial Court Record, p. 337.

[29] Petition, Annex "B", Rollo, pp. 34-43.

[30] The requisites for a leasehold tenancy relationship are: (a) the parties are the landowner and the tenant; (b) the subject is agricultural land; (c) the purpose is agricultural production and (d) there is consideration (Rollo, p. 39, Court of Appeals Decision of February 9, 1993, citing *Hilario v. Intermediate Appellate Court*, 148 SCRA 573 [1987]); (e) there is consent to the tenant (sic) to work on the land and that (f) there is personal cultivation by him and that the consideration consists of sharing the harvest (citing *Qua v. Court of Appeals*, 198 SCRA 236 (1991); *Zamora v. Su*, 184 SCRA 248 (1990)).

[31] Rollo, p. 39.

[32] Rollo, p. 40.

[33] Rollo, p. 41.

[34] Rollo, pp. 41- 42.

[35] Rollo, p. 43.

[36] Rollo, p. 2.

[37] *Baranda v. Baguio*, 189 SCRA 194 (1990); *Sintos v. Court of Appeals*, 246 SCRA 224 (1995); *Nisnisan v. Court of Appeals*, 294 SCRA 174, 180 (1998); *Jaime Morta, Sr. v. Jaime Occidental*, G. R. No. 123417, June 10, 1999; *Heirs of Late Herman Rey Santos v. Court of Appeals*, G. R. No. 109992, March 2, 2000.

[38] TSN, August 22, 1989, p. 8.

[39] TSN, July 4, 1989, p. 26.

[40] Reynaldo attributes his "mistake" to the fact that during his testimony under oath "he was not feeling well" and answered all the questions in order to be "discharged immediately from the witness stand." (TSN, August 22, 1989, pp. 31- 33).

[41] 284 SCRA 34 (1998).

[42] *Ibid.*, at p. 37.

[43] *Ibid.*

[44] Regional Trial Court Record, p. 301.

[45] Regional Trial Court Record, p. 290.

[46] TSN, October 12, 1990, pp. 6-8.

[47] *Ibid.*

[48] TSN, May 31, 1989, pp. 29-30.

[49] Exhibit "E", Regional Trial Court Record.

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