

FIRST DIVISION

[G.R. No. 197718, September 06, 2017]

PRIMITIVO MACALANDA, JR., PETITIONER, V. ATTY. ROQUE A. ACOSTA, RESPONDENT.

D E C I S I O N

TIJAM, J.:

Assailed in this Petition for Review on Certiorari under Rule 45 of the Rules of Court are the Decision^[1] dated May 3, 2011 and Resolution^[2] dated July 7, 2011 of the Court of Appeals (CA) in CA-G.R. SP No. 114847. The assailed Decision affirmed the Decision^[3] dated February 15, 2010 of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 16406 which declared that Primitivo Macalanda, Jr. (Petitioner) is not a *bona fide* tenant of the land owned by Atty. Roque A. Acosta (Respondent) and which directed Petitioner and all persons claiming right under him to vacate the land.

The pertinent facts of the case as summarized by the CA are as follows:

Respondent Atty. Roque Acosta filed a complaint for ejectment, collection of deliberately unpaid rentals and share of land produce plus damages against petitioner Primitivo Macalanda, Jr. before the Provincial Adjudicator of the Department of Agrarian Reform Adjudication Board, Region 1, Lingayen, Pangasinan, alleging that: petitioner is respondent's caretaker of the latter's land; respondent had filed civil cases against petitioner before the Municipal Trial Courts of Urbiztondo, Pangasinan, to secure the proceeds of the sale of the produce of land but the said court dismissed the cases as the controversy properly belonged to the agrarian courts, prompting him to file the instant complaint; petitioner wantonly violated the proprietary rights of respondent by ignoring the latter's demands for accounting of the proceeds of sale of the land's harvest for several years; and petitioner, like his father before him, is simply a caretaker of his land, whose compensation is on a sharing basis; petitioner has become [sic] arrogant and high-handed, considering himself as virtual owner by illegally withholding the amounts due respondent [sic]. Respondent prayed for a judgment ordering petitioner, not being a tenant under agrarian laws, to vacate the land and to account and pay for the produce of the land illegally withheld from and due to respondent, and to pay attorney's fees and damages. In his position paper, respondent added that petitioner, without the former's knowledge, put up a furniture and fixture shop.

In his Answer, petitioner, moving for the dismissal of the complaint on jurisdictional grounds, alleged that: he is a tenant of the land as established by the findings of the facts by the Municipal Circuit Trial Court of Urbiztondo, Pangasinan; he had been religiously paying all his

obligations to respondent; respondent earlier filed a letter-complaint with the Municipal Agrarian Reform Office (MARO) of Urbiztondo, Pangasinan on the issue of fixing the leasehold rentals over the subject landholding, an issue which is substantially the same with the issue in the instant complaint; the instant complaint is violative of the rules on forum shopping. In his position paper, petitioner reiterated that he is a tenant of the subject land with respondent recognizing him as such, as evidenced by a deed of agreement and several letters by [sic] respondent to him.^[4]

The Provincial Adjudicator dismissed the complaint for prematurity and ordered the MARO to fast track its findings, report and recommendation on respondent's letter-complaint.

Upon appeal to the DARAB, the latter reversed the Provincial Adjudicator and declared that:

WHEREFORE, premises considered, the appeal is GRANTED. The decision dated 08 October 2008 and order[sic] dated 18 December 2008 are REVERSED AND SET ASIDE. A new decision is rendered, thus:

1. DECLARING Primitivo Macalandia[sic] not a bona fide tenant of the subject land; and
2. DIRECTING Primitivo Macalandia[sic], his successors and all persons claiming right under him to vacate the subject land and return peaceful possession and occupation thereof to Atty. Roque A. Acosta.

SO ORDERED.^[5]

Petitioner appealed the DARAB's decision to the CA. The CA in its Decision dated May 3, 2011 affirmed the DARAB, to wit:

WHEREFORE, the petition is DISMISSED. The Decision dated 15 February 2010 and the Resolution dated 19 June 2010, both of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB CASE No. 16406, are AFFIRMED.

SO ORDERED.^[6]

Petitioner files the instant Petition insisting that he is a tenant of Respondent. Petitioner alleged that his occupation and cultivation of the subject land is with the consent of Respondent. Thus, the issue to be resolved in the instant case is whether or not there is a tenancy relationship between Petitioner and Respondent.

The petition is unmeritorious.

At the outset, a Rule 45 petition is limited to questions of law and the factual findings of the lower courts or quasi-judicial agencies are conclusive on this Court.

^[7] The question of whether there is a tenancy relationship between the Petitioner and Respondent is basically a question of fact, and the findings of the CA and the DARAB as to the fact that Petitioner is not a bona fide tenant of Respondent is entitled to respect and nondisturbance.^[8]

While there are recognized exceptions^[9] to this rule, none, however, is obtaining in the present case.

In the case of *Vicente Adriano, v. Alice Tanco, Geraldine Tanco, Ronald Tanco, and Patrick Tanco*,^[10] the Court held that:

Tenancy relationship is a juridical tie which arises between a landowner and a tenant once they agree, expressly or impliedly, to undertake jointly the cultivation of a land belonging to the landowner, as a result of which relationship the tenant acquires the right to continue working on and cultivating the land. ^[11]

For tenancy relationship to exist, therefore, the following elements must be shown to concur, to wit: (1) the parties are the landowner and the tenant (2) the subject matter is 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 landowner and tenant or agricultural lessee. The presence of all these elements must be proved by substantial evidence, thus, the absence of one will not make an alleged tenant a *de jure* tenant. Unless a person has established his status as a *de jure* tenant, he is not entitled to security of tenure or to be covered by the Land Reform Program of the Government under existing tenancy laws.^[12] Crucial for the creation of tenancy relations would be the existence of two of the essential elements, namely, consent and sharing and/or payment of lease rentals.^[13] 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.^[14]

Being the party alleging the existence of the tenancy relationship, the Petitioner carries the burden of proving his allegation that tenancy exists. ^[15] The Petitioner however miserably failed to prove the existence of such tenancy relationship.

Petitioner claims that he is a *bona fide* tenant of Respondent. To prove the existence of the tenancy relationship, Petitioner presented the Deed of Agreement^[16] executed by Respondent in favor of Eddie Macalanda, wherein it stated that the subject land was "tenanted by Goyo Macalanda". The said document was even signed by Respondent as owner and by Petitioner as tenant of the land to signify the latter's consent to the creation of an easement in favor of Eddie Macalanda. Petitioner claims that the same is an evidence of acknowledgment by Respondent as to the existence of a tenancy relationship.

We hold that the essential element of consent is not sufficiently established because its alleged proof, that is the Deed of Agreement, does not categorically constitute Petitioner as *de jure* tenant of the subject land. In fact, in the signature portion of the Deed of Agreement, it referred to Petitioner as a "tenant/caretaker" of the subject land. Thus, the Deed of Agreement is ambiguous as to whether Petitioner is a tenant or a caretaker. Other documents must be presented to evince the consent of Respondent as to the creation of the tenancy relationship. Sadly, aside from the said deed, Petitioner failed to present any independent and concrete evidence to prove consent.