

## THIRD DIVISION

[ G.R. No. 169628, March 14, 2012 ]

**MANUEL A. LUMAYOG, PETITIONER, VS. SPOUSES LEONARD  
PITCOCK AND CORAZON PITCOCK, RESPONDENTS.**

### D E C I S I O N

**PERALTA, J.:**

This is a petition for review on *certiorari*<sup>[1]</sup> of the Court of Appeals' Decision<sup>[2]</sup> in CA-G.R. SP No. 74482 dated March 30, 2005 and its Resolution dated September 6, 2005, denying petitioner's motion for reconsideration.

The Court of Appeals affirmed the decision of the Regional Trial Court (RTC) of Lipa City, Branch 12, which held that no tenancy relationship existed between the parties and which affirmed the decision of the Municipal Trial Court in Cities (MTCC), ordering petitioner Manuel A. Lumayog, Sr. and his family to vacate the barn/stable of respondents Spouses Leonard and Corazon Pitcock and to return to respondents the possession of the same; to pay rent for the occupancy of the said premises in the amount of P1,000 per month from September 22, 2000 until the premises is vacated, and to pay attorney's fees.

The facts, as stated by the Court of Appeals, are as follows:

Respondents Spouses Leonard and Corazon Pitcock are the registered owners of a parcel of land containing an area of 81,351 square meters, situated in Barangay Talisay, Lipa City. The said parcel of land is covered by Transfer Certificate of Title (TCT) No. 69503<sup>[3]</sup> of the Register of Deeds for Lipa City. They constructed thereon perimeter fences and buildings, consisting of a farm house, employees' quarters, and the barn/stable for their racehorses. They employed Manuel A. Lumayog, Sr. as groom or *sota* for their horses, but he was subsequently replaced by his son, Manuel A. Lumayog, Jr.

On September 22, 2000, respondents filed with the MTCC of Lipa City a complaint<sup>[4]</sup> for unlawful detainer against petitioner, his wife and their nine (9) children in view of their refusal to vacate, despite demand, a portion of the barn/stable that they used as their temporary quarters, alleging that petitioner's employment as groom or *sota* was terminated for just cause in March 2000; that only petitioner was allowed by them, at his request, to use a portion of the barn/stable as his temporary quarters, subject to the condition that he would vacate the same when the space would be needed by respondents and upon the termination of petitioner's employment; and that in October 1999, they found out that petitioner allowed his wife and children to stay with him in his temporary quarters and petitioner promised to relocate his wife and children outside the farm.

In their Answer,<sup>[5]</sup> petitioner, his wife and children alleged that four of the children

(Randy, Lina, Jeffrey and Veronica) were not residing on respondent's property; that Randy, Gerbel and Manuel, Jr. worked for respondents for many years, but only Manuel, Jr. received compensation; that Lina, Snooky and Wendy worked as housemaids for respondents, but they were not fully compensated; that petitioner ceased to be a paid laborer of respondents in 1992, but he was made to work as a tenant and he and the immediate members of his family planted different fruit-bearing trees; and that in view of the tenancy relationship between the parties, the court had no jurisdiction over the case.

On December 21, 2001, the MTCC rendered a Decision<sup>[6]</sup> in favor of respondents, the dispositive portion of which reads:

WHEREFORE, finding sufficient evidence to support the complaint for unlawful detainer, judgment is hereby rendered in favor of the plaintiffs and against all defendants Manuel Lumayog, Sr., Estrella Lumayog, Randy Lumayog, Manuel Lumayog, Jr., Gerbel Lumayog, Marlon Lumayog, Veronica Lumayog, Jeffrey Lumayog, Snooky Lumayog and Wendy Lumayog as follows:

1. Ordering all the aforementioned defendants to vacate the barn/stable and to return possession thereof to the plaintiffs;
2. Directing the defendants to, jointly and severally, pay the amount of P1,000.00 per month as reasonable rent for the use and occupancy of said premises computed from September 22, 2000 until the same is vacated and possession is returned to the plaintiffs;
3. Ordering the defendants, jointly and severally, to pay the amount of P20,000.00 as and for attorney's fees plus an allowance of P2,000.00 per attendance in court hearing or trial;
4. Ordering the defendants, jointly and severally, to pay the cost of suit.<sup>[7]</sup>

The MTCC stated that defendants, petitioner herein and his wife and children, were not being evicted from the land they claim to be tilling as alleged in their Answer, but the premises in question was the barn/stable of the racehorses of plaintiffs, respondents herein, allegedly being occupied, illegally, by the defendants.

Nevertheless, the MTCC stated that it was inclined to believe that defendants were not tenants based on the following:

In their special and affirmative defenses, defendants alleged that defendants Randy, Lina, Jeffrey and Veronica are not residing and staying at the subject premises but elsewhere in Bulacan and Cardona, Rizal, so they could not be considered tenants. The other women defendants worked as housemaids. Likewise, Randy and Gerbel worked but no evidence was presented to show that they worked as tenants. Manuel Lumayog, Jr. could not be considered a tenant because he was substituted as the groom or sota in place of his father and was being paid

a salary.

Alex Mayor, a witness for the defendants, states in paragraph 7 of his sinumpaang salaysay (Exhibit 3) "*na ito ay personal kong nalalaman dahil ako pa ang pinakiusapan ni Ka Maning na magtabas sa farm na iyon at magtanim ayon sa kagustuhan ni G. Pitcock.*"<sup>[8]</sup>

The main issue that the MTCC resolved was whether or not the plaintiffs, respondents herein, have the right to eject the defendants - petitioner and his family ? from a portion of the barn/stable of the plaintiffs which defendants are presently occupying.

The MTCC found that there was sufficient evidence to prove that the occupancy of the barn/stable was by mere tolerance of respondents. It held that even if there was tacit consent to petitioner and his family's occupancy thereof, the same may be lawfully terminated as provided under Section 1, Rule 70 of the Rules of Court.

The decision of the MTCC was affirmed, on appeal, by the RTC of Lipa City, Branch 12 in its Decision<sup>[9]</sup> dated December 1, 2002.

Petitioner filed a petition for review of the decision of the RTC before the Court of Appeals. On March 30, 2005, the Court of Appeals rendered a decision,<sup>[10]</sup> denying the petition for lack of merit.

The Court of Appeals stated that as pointed out by petitioner himself, citing ***Sintos v. Court of Appeals***,<sup>[11]</sup> the essential elements of tenancy relationship are: (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. However, the Court of Appeals noted that petitioner failed to present any evidence to support the existence of their alleged tenancy relationship with respondents.

The appellate court drew attention to the Pre-Trial Order dated October 8, 2001 issued by the MTCC, which Order stated that the parties stipulated that respondents constructed on their property perimeter fences and buildings, consisting of a farm house, employees' quarters and barn/stable for their racehorses. The Court of Appeals held that such admission by petitioner supported respondents' claim that the subject property was purely devoted to commercial livestock, including the breeding and raising of horses used in polo games. It also noted that the tax declaration<sup>[12]</sup> for the subject property for the year 2000 made no mention of plants or fruit-bearing trees thereon and only indicated building and fence as the improvements thereon. Thus, the Court of Appeals denied the petition for lack of merit.

Petitioner's motion for reconsideration was denied for lack of merit by the Court of Appeals in its Resolution<sup>[13]</sup> dated September 6, 2005.

Hence, this petition raising the following issues:

I.

WHETHER THE HONORABLE COURT OF APPEALS ERRED IN NOT HOLDING THAT THERE WAS TENANCY RELATIONSHIP BETWEEN THE PARTIES.

II

WHETHER THE SUPERVENING EVENT WHICH WAS THE SUBSEQUENT GRANT OF THE CERTIFICATE OF LAND OWNERSHIP AWARD (CLOA) TO HEREIN PETITIONER WOULD EXEMPT THE LATTER FROM THE COVERAGE OF RULE 70 OF THE REVISED RULES OF COURT.<sup>[14]</sup>

Petitioner contends that in its Decision dated March 30, 2005, the Court of Appeals ruled that the subject property was purely devoted to commercial livestock, including the breeding and raising of horses used in polo games, and dismissed petitioner's petition for review.

Petitioner informs the Court that respondent Leonard Pitcock filed an application for the exclusion of his property covered by TCT No. 69598 from the coverage of the Comprehensive Agrarian Reform Program (CARP), pursuant to the Department of Agrarian Reform (DAR) Administrative Order No. 9, Series of 1993.

Petitioner submits that in an Order<sup>[15]</sup> dated June 15, 2004, the DAR, after evaluation and inspection of the said property, denied respondent Leonard Pitcock's application for exclusion of the property from CARP coverage, and ordered thus:

WHEREFORE, premises considered, the herein Application for Exclusion from CARP coverage pursuant to Administrative Order No. 9, series of 1993 involving a parcel of land covered by TCT No. 69598 located at Brgy. Talisay, Lipa City, Batangas with an area of 7.9052 hectares is hereby DENIED. The MARO/PARO is hereby directed to immediately proceed with the acquisition and distribution of subject property to qualified program beneficiaries.<sup>[16]</sup>

Petitioner contends that pursuant to the DAR Order dated June 15, 2004, he (petitioner) was granted TCT No. T-422<sup>[17]</sup> under Certificate of Land Ownership Award No. 00751620 by the Land Registration Authority on November 26, 2004, covering a parcel of land (Lot 14394-B) containing an area of 29,054 square meters of the subdivision plan, Psd-04-003794 (AR) being a portion of Lot 14394, Cad. 218, Lipa Cadastre, situated in Barrio Talisay, Lipa City, Batangas Province. Tax Declaration of Real Property for the year 2005<sup>[18]</sup> was subsequently issued under petitioner's name.

Petitioner argues that by virtue of the pronouncement of the DAR which discussed petitioner's right as a tenant dating back to the time of the filing of the complaint for unlawful detainer, it is but just that he be exempt from the coverage of Rule 70 of the Rules of Court.

Petitioner contends that if the Court finds that this ejectment case was properly filed, his subsequent ownership of the land he had been tilling should be considered in determining the issue of possession. He states that in an action for ejectment, the only issue involved is possession *de facto*, but when the issue of possession cannot be decided without resolving the issue of ownership, the court may receive evidence upon the question of title to the property for the purpose of determining the issue of possession.

Under Section 1, Rule 45 of the Rules of Court, providing for appeals by *certiorari* before the Supreme Court, it is clearly enunciated that only questions of law may be set forth.<sup>[19]</sup> The question regarding respondent's tenancy status is factual in nature, which is not proper in a petition for review, where only questions of law may be entertained.<sup>[20]</sup> The Court may resolve questions of fact only in exceptional cases,<sup>[21]</sup> which is not present here. The Court upholds the finding of the Court of Appeals that petitioner failed to present any evidence to show that a tenancy relationship existed between petitioner and respondents Spouses Pitcock. ***Jeremias v. Estate of the late Irene P. Mariano***<sup>[22]</sup> held:

Claims that one is a tenant do not automatically give rise to security of tenure. The elements of tenancy must first be proved in order to entitle the claimant to a security of tenure.

A tenant has been defined under Section 5 (a) of Republic Act No. 1199, otherwise known as the Agricultural Tenancy Act of the Philippines, as a person, who, himself, and with the aid available from within his immediate farm household, cultivates the land belonging to or possessed by another, with the latter's consent for purposes of production, sharing the produce with the landholder, under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or in money or both, under the leasehold system.

This Court had once ruled that self-serving statements regarding tenancy relations could not establish the claimed relationship. The fact alone of working on another's landholding does not raise a presumption of the existence of agricultural tenancy. Substantial evidence entails not only the presence of a mere scintilla of evidence in order that the fact of sharing can be established; there must also be concrete evidence on record that is adequate to prove the element of sharing. In fact, this Court likewise ruled that to prove sharing of harvests, a receipt or any other evidence must be presented; self-serving statements are deemed inadequate.<sup>[23]</sup>

In respondents' Supplemental Memorandum with Prayer for the Dismissal of the Petition<sup>[24]</sup> filed on October 20, 2009, respondents brought to the attention of the Court that respondent Leonard Pitcock filed before the Court of Appeals a petition for *certiorari*,<sup>[25]</sup> contending that public respondent DAR committed grave abuse of discretion amounting to lack or excess of jurisdiction in denying his application for exclusion of their landholding from the coverage of the CARP, and seeking the reversal and nullity of the DAR Orders dated June 15, 2004 and January 11, 2007.