562 Phil. 645

SECOND DIVISION

[G.R. NO. 148044, October 19, 2007]

ANTONIO MASAQUEL (NOW DECEASED, REPRESENTED BY HIS SON JOSE MASAQUEL), JULIANA MASAQUEL (NOW DECEASED, REPRESENTED BY HER SON RODOLFO MARRERO), APOLONIA MASAQUEL (NOW DECEASED, REPRESENTED BY HER SON, RODOLFO TOLENTINO) AND MARIA MASAQUEL, PETITIONERS, VS. JAIME ORIAL, RESPONDENT.

D E C I S I O N

TINGA, J.:

Assailed in this petition for review on certiorari is the Decision[1] of the Court of Appeals in CA-G.R. SP No. 56252 dated 9 May 2001 affirming the judgment of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 3698. The DARAB had reversed the ruling of the Office of the Provincial Adjudicator[2] and declared respondent tenant of the agricultural lot subject of this controversy.

The facts, as culled from the records, show that petitioners Antonio Masaquel (Antonio), Juliana Masaquel-Marero (Juliana), Apolonia Masaquel-Tolentino (Apolonia) and Maria Masaquel-Oliveros (Maria) were co-owners of a parcel of land with an area of 66,703 sq m located in Barrio Biga, Antipolo, Rizal and covered by Original Certificate of Title (OCT) No. ON-724.[3] On 21 June 1987, the co-owners executed a document entitled "*Kasulatan ng Paghahati ng Lupa*" whereby the subject lot was divided into four parts, thus: Lot 1 for Maria, Lot 2 for Apolonia, Lot 3 for Juliana and Lot 4 for Antonio.[4] By virtue of this partition, OCT No. ON-724 was cancelled and Transfer Certificate of Title No. 107959[5] was issued.

On 27 September 1993, Jaime Orial (respondent) filed an amended complaint with the DARAB against petitioners alleging that he was a tenant of a parcel of agricultural land owned by and registered in the name of Antonio under OCT No. ON-724; that on said land, he planted ipil-ipil trees, bamboo, banana, root crops, vegetable and other subsidiary crops; and that since September 1991, petitioners had been committing acts of harassment by cutting the ipil-ipil trees and threatening him and his family with physical harm. Respondent prayed that a temporary restraining order be issued and judgment be rendered affirming his peaceful possession and enjoyment of the landholding.[6]

In their answer, petitioners denied the existence of a tenancy relationship between them and respondent. Claiming that respondent was a mere usurper and trespasser, petitioners specifically denied the allegation that they harassed him and threatened him with physical harm. By way of affirmative defense, they stated that Antonio had even lodged a criminal complaint for illegal squatting under Presidential Decree No.

772 against respondent.[7] Subsequently, petitioners filed a Supplemental Counterclaim[8] praying for the ejectment of respondent from the subject land.

During the hearing, the heirs of petitioners submitted their respective affidavits affirming their ownership over the subject property and denying that they or their predecessors authorized respondent to enter and occupy their property.[9] For his part, respondent presented a certification from the Municipal Agrarian

Reform Office (MARO) attesting to his being an actual farmer-tiller of the subject land.[10] In his position paper respondent further averred that he had been in actual and peaceful possession of the property since 1968, his entry therein having been permitted by Pio Tolentino, Lucadio Oliveros and Mario Oliveros who were overseers of the landowners.[11]

In a Decision dated 18 December 1994, the provincial adjudicator ruled that respondent was not a tenant of the subject land and consequently dismissed the complaint for lack of merit. In rejecting respondent's claim of tenancy, the provincial adjudicator gave credence to petitioners' contention that respondent was a mere usurper and trespasser.[12]

On appeal, the DARAB reversed the findings of the provincial adjudicator and declared respondent a tenant of the subject land. The dispositive portion of the DARAB Decision dated 18 May 1998 reads:

> WHEREFORE, premises considered and finding reversible errors, the challenged decision is REVERSED and a new judgment RENDERED:
>
> 1. Declaring the plaintiff-appellant (Jaime Orial) as tenant-tiller of subject landholding;
>
> 2. Ordering the defendants-appellees (Jose Juliane, Apolonia and Maria, all surnamed Masaquel [*sic*]) to respect the peaceful possession and cultivation of the subject landholding by the plaintiff-appellant and his immediate household members;
>
> 3. Ordering the Municipal Agrarian Reform Office of Antipolo to assist the landowners as agricultural lessor and tenant tiller, as agricultural lessee to fix the lease rental by entering into Contract of Leasehold Agreement pursuant to Section 12 of Republic Act R.A. 6657 and DAR administrative issuances applicable to leasehold arrangement.
>
> SO ORDERED.[13]

The DARAB gave weight to the evidence presented by respondent, particularly the certifications issued by the MARO and the barangay captain proving the existence of a tenancy relationship between petitioners and respondent.[14]

Petitioners filed a motion for reconsideration but the DARAB denied it in a Resolution dated 22 November 1999.

Petitioners elevated the case to the Court of Appeals. During the pendency of the appeal, petitioners Juliana and Apolonia died and were represented by their respective sons Rodolfo Marrero and Rodolfo Tolentino. The appellate court affirmed the DARAB decision on 9 May 2001. To bolster its conclusion that respondent was a tenant of the subject landholding, the appellate court also relied on a document purportedly executed on 27 June 1995 by a certain Mario Oliveros who acknowledged respondent's occupation of the subject lot from 1968 to 1995.[15]

In due time, petitioners filed the instant petition for review submitting that the Court of Appeals gravely erred in declaring respondent a tenant based solely on the certifications issued by the barangay captain and the MARO and in disregarding settled jurisprudence that tenancy relationship can only be created with the consent of the landowner.[16]

The main issue in this petition is whether or not a tenancy relationship existed between the parties. The resolution of this issue involves the review of findings of fact which, as a general rule, is beyond the province of a petition for review. It is a well-settled rule that only questions of law may be reviewed by this Court in an appeal by certiorari. Findings of fact by the Court of Appeals are final and conclusive and cannot be reviewed on appeal to this Court, more so if the factual findings of the Court of Appeals coincide with those of the DARAB, an administrative body with expertise on matters within its specific and specialized jurisdiction. However, this Court may disregard the factual findings of the Court of Appeals when these are

based on speculation, surmises or conjectures or when these are not based on substantial evidence.[17]

In order for a tenancy agreement to arise, it is essential to establish all its indispensable elements, viz: (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.[18] All these requisites are necessary to create a tenancy relationship, and the absence of one or more requisites will not make the alleged tenant a *de facto* tenant.[19]

The heart of the controversy relates to the presence or absence of the first, third and sixth elements.

Respondent sought to prove the tenancy by presenting certifications from the barangay captain and the MARO. However, petitioners question the probative value of the two documents presented by respondent which were relied upon in turn by the DARAB and Court of Appeals in concluding that respondent was a tenant of the subject land. The barangay clearance reads, thus:

July 27, 1993

BARANGAY CLEARANCE

TO WHOM IT MAY CONCERN:

This is to certify that Jaime P. Orial a native of Tagcawaya, Quezon and at present residing at Sitio Pinagminahan, this Barangay since 1968. He is a law abiding citizen with good moral character and social standing in his community. Our records fail to show that there exist any criminal or civil case is pending against him.

No information has reach[ed] this office that she indulges in any regulated drugs or volatile substance in violation of the Dangerous Drug Act of 1972.

This Barangay Clearance is being issued upon request of the herein subject person for whatever legal purpose that may serve him best.

DOMINGO T. DE LOS SANTOS
BARANGAY CAPTAIN[20]

Attested by:

Agapito Orgasan
Sitio Chairman

The certification from the MARO is reproduced below:

CERTIFICATION

TO WHOM IT MAY CONCERN:

This is to certify that Mr. Jaime Orial is an actual farmer-tiller of that parcel of land located at Bo. Kay Biga, Bgy. San Luis, Antipolo, Rizal allegedly owned by the Hrs. of Antonio Masaquel, Et. Al.

This certification is issued upon request of Mr. Orial for whatever purpose this may serve.

August 3, 1993, Antipolo, Rizal.

CECILIA C. SP. REYES
Municipal Agrarian Reform Officer[21]

Petitioners assert that the barangay clearance and the MARO certification establish only the following facts:

Re: Barangay Clearance

1. That respondent is a resident of Sitio Pinagminahan, Brgy. San Luis, Antipolo, Rizal since 1968;
2. That its record does not show of any criminal and [civil] case pending against said respondent; and
3. That said Barangay had no information that respondent indulges in any regulated drug.

Re: Certification

1. That he is an actual farmer-tiller of a parcel of land at Kay Biga, Brgy. San Luis, Antipolo, Rizal; and
2. That the land is allegedly owned by the Hrs. of Antonio Masaquel, et. al.[22]

The evidence presented by respondent failed to meet the test of substantiality, in line with the standard of proof required in administrative cases.

On the one hand, the barangay clearance merely attests to respondent's residency and good moral character, matters which are not in any way material in establishing the tenancy relationship between the respondent and petitioners. On the other hand, the certification prepared by the MARO simply acknowledges respondent's being a farmer-tiller of petitioners' land without however asserting that a tenancy relationship existed between them. Certifications issued by administrative agencies and/or officials concerning the presence or the absence of a tenancy relationship are merely preliminary or provisional and are not binding on the courts.[23]

The case of *Bautista v. Araneta*,[24] cited by petitioners, is an applicable precedent. In that case, the DARAB considered as sufficient to establish tenancy relationship the certification issued by the Agrarian Reform Program Technician and noted by the Municipal Agrarian Reform Officer, as well as the findings of an ocular inspection both certifying that petitioner therein was a tenant. The Court of Appeals, however, reversed the DARAB ruling and stressed that the evidence does not show that petitioner had been constituted as a tenant by the landowner. In concurring with the appellate court, this Court observed that the certifications supposedly presented to prove the tenancy relationship did not disclose how and why petitioner became a tenant. Thus:

> His reliance on the certifications issued in his favor is misplaced because they do not prove that the landowner made him his tenant. As the Court of Appeals aptly observed, they only show that petitioner is in possession of the land. The certifications do not disclose how and why he became a tenant. Thus, the certification dated July 12, 1991, issued by Virginia B. Domuguen that petitioner is a tenant and pays rental of forty (40) cavans per year, and, her finding in the ocular inspection conducted on May 3, 1991, are culled only from her interview of petitioner and the Barangay Captain of Tungkong Mangga, Romeo G. Baluyot. In no way do they prove the oral tenancy agreement between petitioner and the landowner. [25]

With respect to the third element of consent, petitioners executed affidavits explicitly disavowing having given consent to the tenancy relationship. Respondent countered this evidence by presenting the last of the three documents he adduced in support of his tenancy claim. This was the unverified attestation allegedly signed by one Mario Oliveros. It is quoted in full below:

Hunyo 27, 1995

Sa kinauukulan:

Ito ay patunay na ako, si Mario Oliveros may-ari ng Real Property PSU-