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THIRD DIVISION

[G.R. No. 152957, September 08, 2003]

FAUSTINO ESQUIVEL,[1] PETITIONER, VS. ATTY. EDUARDO REYES, HEREIN SUBSTITUTED BY HIS ONLY DAUGHTER, JULIETA R. GONZALES, RESPONDENT.

DECISION

PANGANIBAN, J.:

Because of his utter failure to prove that he has personally cultivated the subject property, petitioner's claim of being a tenant collapses. Not being a bona fide tenant, he is not entitled to the benefits granted by tenancy laws.

The Case

Before us is a Petition for Review[2] under Rule 45 of the Rules of Court, seeking to reverse the January 28, 2002 Decision[3] and the April 10, 2002 Resolution[4] of the Court of Appeals (CA) in CA-GR SP No. 63208. The challenged Decision disposed as follows:

> "WHEREFORE, premises considered, the DARAB Decision dated December 18, 2000 is hereby REVERSED and SET ASIDE. Accordingly, the PARAD Decision dated December 3, 1997 is ordered REINSTATED. "[5]

The assailed Resolution, on the other hand, denied petitioner's Motion for Reconsideration.

The Facts

The facts of the case are narrated by the CA as follows:

> "[Respondent] Eduardo Reyes was the administrator of the landholdings previously owned by his parents, Spouses Leopoldo and Dolores Reyes. The subject landholding, approximately four (4) hectares, situated in Bayate, Liliw, Laguna, was one of those he administered. When the heirs of Sps. Reyes partitioned the landholdings, only 2.7 hectares was adjudicated to Atty. Reyes excluding the subject land.
>
> "When [respondent] took over the administration of the subject land, a `*patao*' named Juana Montalbo was staying therein who was specifically tasked to prevent the entry of intruders and thieves of coconuts. As such `*patao*', she received 20% share of the net harvest as compensation. In 1971, Juana Montalbo who was then old and could no longer perform as `*patao*', recommended [Petitioner] Faustino Esquibel. [Respondent] acceded and gave him the same compensation that Juana Montalbo used

to receive. [Petitioner] was not, in any way, involved in the cultivation of the land, as the plucking of coconuts was done by `*magkakawit',* the gathering of fallen nuts was done by `*magsisimot*', the husking of the nuts was done by `*magtatapas*', and the transportation of nuts on horseback or by carabao-drawn sleds was done by `*maghahakot*' or `*maghihila',* all separately paid for by the [respondent].

"In 1995, [petitioner] went to the Municipal Agrarian Reform Officer (MARO) of Nagcarlan, Laguna, and requested the execution of a leasehold contract including his share in the lanzones harvest. [Respondent] Eduardo Reyes vehemently denied the existence of a tenancy relationship with [petitioner].

"In the meantime, [Respondent] Reyes learned that [petitioner] has abandoned the subject landholding as he and his family moved in Barangay Sta. Lucia, Nagcarlan, Laguna. [Respondent] then stopped paying [petitioner] the usual 20% of the net proceeds of the coconut harvest.

"However, in one of the conferences with the MARO, [respondent] offered to sell the subject land to [petitioner] but the latter was adamant.

"On April 8, 1997, [petitioner] filed a complaint against [respondent] for `Illegal Withholding of Shares; Maintenance of Peaceful Possession and Execution of Leasehold Tenancy Contract' with the Office of the Provincial Agrarian Reform Adjudicator (PARAD). Accordingly, on December 3, 1997, the PARAD dismissed the said complaint in its Decision `*1. (F)inding the contract between Complainant Faustino Esquibel and Defendant Eduardo Reyes not one Agricultural Share Tenancy but a contract for services paid on commission basis; 2. Finding and declaring Complainant Faustino Esquibel not an agricultural share tenant de jure but a security services contractee paid on commission basis, hence, not entitled to security of tenure and shares in the produce of the subject landholding; x x x.*'

"On appeal, the DARAB reversed the decision, the dispositive portion of which reads:

`WHEREFORE, in the light of the foregoing premises, the appealed decision dated December 3, 1997 is hereby SET ASIDE and a new judgment is hereby rendered:

> `1. Declaring Appellant as a bonafide tenant on the subject landholding, thus entitled to security of tenure;
>
> `2. Ordering the Appellee to maintain the Appellant in the peaceful possession of the subject lot; and
>
> `3. Directing the Municipal Agrarian Reform Officer (MARO) of Nagcarlan, Laguna to assist the Plaintiff and Respondent in the execution of an agricultural leasehold contract between the parties.

`SO ORDERED.'"[6]

Ruling of the Court of Appeals

In reversing the Department of Agrarian Reform Adjudication Board (DARAB), the CA ruled that petitioner was not a tenant, but a mere *patao* engaged in providing security for the plantation rather than in undertaking agricultural production. The appellate court noted that the various phases of farm work -- gathering, piling, husking and hauling coconuts -- were done by outside labor. Whenever petitioner took a hand in any phase of the work, he was aptly paid for his labor.

The CA also held that in transferring his residence to another municipality, he had abandoned the landholding. Since he had ceased to provide security for the plantation, he was no longer entitled to any compensation.

Hence, this Petition.[7]

Issues

In his Petition[8] and Memorandum,[9] petitioner raises the following issues for our consideration:

"I

> The Honorable Court of Appeals erred when it reversed the findings of the DARAB Central Office and declared that petitioner Faustino Esquivel is not a *de jure* tenant but a mere '*patao*.'

"II

> The Honorable Court of Appeals erred when it reversed the findings of the DARAB Central [Office] and declared that petitioner Faustino Esquivel has abandoned the subject landholding."

The Court's Ruling

The Petition has no merit.

First Issue:
Petitioner Not a de Jure *Tenant*

At the outset, we stress that whether a person is a tenant is a question of fact.[10] Substantial evidence must establish the concurrence[11] of all the essential requisites of a tenancy relationship as follows:

(1) The parties are the landowner and the tenant or agricultural lessee.

(2) The subject of the relationship 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.

(6) The harvest is shared between the landowner and the tenant or agricultural lessee. [12]

In this case, there are two sets of factual findings: one, by the CA and the Office of the Provincial Agrarian Reform Adjudicator (PARAD) which found that Esquivel was not a tenant; and the other, by the DARAB which ruled that he was. The conflicting factual findings make this case an exception[13] to the general rule that only questions of law may be raised before this Court in a petition for review on certiorari under Rule 45. For this reason, we gave due course to this Petition.

The documentary exhibits of petitioner consist of (1) his Affidavit;[14] (2) receipts[15] showing the alleged sharing between him and private respondent of net proceeds from harvests; (3) a Certification[16] from the barangay captain of Bayate, Liliw, Laguna, that he was a resident thereof; (4) a Certification[17] from the Municipal Assessor's Office listing the landholdings over which private respondent was paying real estate taxes; and (5) the Mediator's Report[18] (*Katitikan*) of the mediation conference between the parties.

Sadly for petitioner, his evidence fails to establish all the essential requisites for the existence of a tenancy relationship. It is doctrinal that with respect to a parcel of land, the absence of one element does not make an occupant or a cultivator or a planter a *de jure* tenant.[19] A careful examination of the evidence shows that only the receipts -- showing Reyes' payments to him of a 20 percent share in net proceeds from the coconut produce -- have any direct and relevant evidentiary value to the alleged tenancy relationship.

The Certifications are inconclusive as far as the other requisites are concerned. The only thing that the municipal assessor's Certification proves is that private respondent was paying real taxes on the properties listed therein. Realty tax payment or the declaration of property for tax purposes *alone* is not a conclusive evidence of ownership.[20] In any event, petitioner could have very well established the status of private respondent as the legal possessor of the subject landholding. The meaning of *landholder* in a tenancy relationship is not limited to the owner, as the term includes a lessee, a usufructuary or a legal possessor of land.[21]

The barangay captain's Certification, on the other hand, merely shows that Esquivel was a resident of Barangay Bayate; it does not advance the claim that petitioner was a tenant. Obviously, the barangay captain -- or the mayor whose attestation appears on the document -- was not the proper authority to make such determination. Even 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.[22]

More significantly, the exhibits presented by petitioner fail to show one essential