

## EIGHTH DIVISION

[ CA-G.R. SP No. 134471, March 13, 2015 ]

**ARMANDO CARLOS AND MA. TERESA S. CARLOS, PETITIONERS,  
VS. MEDITA NAVARRO, BENJAMIN ORTONIO, EDUARDO  
RODRIGUEZ, JOSEPH ORTONIO AND BENEDICT DE JESUS,  
RESPONDENTS.**

### D E C I S I O N

**LANTION, J.A.C., J.:**

Before Us is a Petition<sup>[1]</sup> under Rule 43 of the *Rules of Court* filed by Petitioners Armando Carlos and Ma. Teresa S. Carlos ("Petitioners" for brevity) questioning the Decision<sup>[2]</sup> dated 29 November 2013 rendered by the Department of Agrarian Reform Adjudication Board ("DARAB") in DARAB CASE No. 17604 (Reg. Case No. II-5727 Isa. '10). The *fallo* of the challenged Decision reads:<sup>[3]</sup>

WHEREFORE, the appeal is hereby DENIED for lack of merit and the appealed decision is AFFIRMED.

SO ORDERED.

### THE FACTS

The present case stems from a Second Amended Complaint<sup>[4]</sup> filed by Petitioners against Respondents Medita Navarro, Benjamin Ortonio, Eduardo Rodriguez, Joseph Ortonio, and Benedict De Jesus ("Respondents"), for *Ejectment*.

Petitioners are the registered owners of a parcel of land measuring approximately 5.4524 hectares denominated as Lot No. 2684 of the Isabela Friar's Lands Estate GLRO Rec. No. 5886 located in the Municipality of Cabatuan, Isabela covered by Transfer Certificate of Title (TCT) No. T-148791<sup>[5]</sup> (previously under TCT No. T-45053, hereinafter "**subject land**").<sup>[6]</sup>

The material antecedents relevant to the instant controversy are as follows:

Petitioners trace their title to the subject land through their parents, Spouses Eleuterio Carlos, Sr. and Filomena Simeon-Carlos ("Spouses Carlos").<sup>[7]</sup> However, by virtue of Presidential Decree No. 27 (which introduced land reform in favor of tenant-farmers),<sup>[8]</sup> the subject land fell under the coverage of Operation Land Transfer (OLT). As a result thereof, Emancipation Patents (EP's) were issued to the following farmer-beneficiaries:<sup>[9]</sup>

Name of	Area (hectares)	EP/TCT Nos.
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Beneficiary		
Isabela Ortonio <sup>[10]</sup>	0.6389	022455
Benjamin Ortonio	0.8670	022456
Medita Navarro	0.6366	022457
Eduardo Rodriguez	0.4330	022458

This prompted Spouses Carlos to file a petition for exemption before the Department of Agrarian Reform (DAR), seeking the exclusion of the subject land from OLT.

On 13 November 1990, the DAR Regional Director of Region II rendered an Order<sup>[11]</sup> denying the petition for exemption and upholding the validity of the EP's in favor of the aforesaid farmer-beneficiaries.

Not satisfied, Spouses Carlos appealed the above Order. On 09 July 1993, then DAR Secretary Ernesto D. Garilao issued an Order<sup>[12]</sup> reversing that of the DAR Regional Director, decreeing the exemption of the subject land from the ambit of OLT, and holding that the abovementioned farmer-beneficiaries shall remain as leaseholders thereon.

On 31 August 2010, Petitioners filed their Second Amended Complaint before the DARAB against Respondents for *Ejectment*. On the basis of the Order of the DAR Secretary dated 09 July 1993, which is alleged to have attained finality, Petitioners argued that Respondents, being leaseholders and/or farmer-tenants, are liable for lease rentals, but the latter failed to pay the same. Petitioners further alleged that Respondent Medita Navarro ("Medita") abandoned her tillage as she left the Philippines to work abroad. Additionally, Petitioners seek to eject Respondent Benedict De Jesus because he began cultivating Medita's landholding without Petitioners' consent. Thus, Petitioners prayed that Respondents be ordered to vacate their respective tillages and pay all unpaid lease rentals of the subject land reckoned from 1999.<sup>[13]</sup>

In their Answer,<sup>[14]</sup> Respondents refuted Petitioners' allegations. Firstly, Respondents argued that they should not be deprived of their tenancy because they had already fully paid all the amortizations relative to their EP's with Landbank. Since Petitioners are the lawful owners of the subject land, the amortization deposits made by Respondents are considered lease rentals and should have been withdrawn by the former and applied to the latter's overdue obligations, if any. Moreover, Respondents pointed out that there is no deliberate non-payment of lease rentals, citing jurisprudence which holds that the mere failure of a tenant to pay lease rentals does not necessarily give the landholder a right to eject the former unless there is a lack of deliberate intent on the part of the tenant to pay.<sup>[15]</sup> Secondly, Respondents opined that, since the Complaint was filed in 2010, Petitioners' claims for back rentals reckoned from 1999 had already prescribed. Respondents emphasize that the prescriptive period provided by the Agricultural Land Reform Act is only three (3) years from the time the cause of action accrues.<sup>[16]</sup> Thirdly, Respondents contended that Medita did not abandon her tillage. In fact, the reason Medita traveled abroad was to undergo medical treatment as evidenced by a

Certification issued by the Arrowhead Regional Center of California.<sup>[17]</sup> Hence, Respondents prayed for the dismissal of the Complaint.

After the submission of the parties' respective position papers, on 24 February 2012, the Office of the Provincial Adjudicator of Cauayan, Isabela ("Provincial Adjudicator") rendered a Decision<sup>[18]</sup> in favor of Respondents. The Provincial Adjudicator found that the mere non-payment of lease rentals by Respondents did not warrant their eviction absent any proof that they deliberately intended to evade payment of the same. The Provincial Adjudicator reasoned that the amortizations paid by Respondents are considered lease rentals, which Petitioners failed to withdraw. Furthermore, it was noted that Petitioners never called Respondents before the Municipal Agrarian Reform Officer (MARO) to execute an agricultural leasehold contract and set the price of rentals. As regards the abandonment supposedly committed by Medita, the Provincial Adjudicator did not consider the same willful because the former merely went on temporary leave for medical treatment. Thus, the Provincial Adjudicator dismissed Petitioners' Complaint.

Not satisfied, Petitioners appealed the above Decision before the DARAB.

On 29 November 2013 the DARAB issued the assailed Decision<sup>[19]</sup> denying Petitioners' appeal and affirming the Decision of the Provincial Adjudicator.

Hence, this Petition.

## **ISSUES**

Petitioners raise the following assignment of errors:<sup>[20]</sup>

A. THE DARAB ERRED IN DENYING THE APPEAL AND IN AFFIRMING THE DISMISSAL OF THE COMPLAINT[.]

B. THE DARAB ERRED IN NOT ORDERING THE EVICTION OF (sic) EJECTMENT OF THE RESPONDENTS FOR DELIBERATELY FAILING OR REFUSING TO PAY THEIR LEASERENTALS (sic).

C. THE DARAB ALSO ERRED IN NOT FINDING THAT RESPONDENT MEDITA NAVARRO ABANDONED HER TILLAGE[.]

D. FINALLY, THE DARAB ERRED IN ADMITTING THE UNAUTHENTICATED MEDICAL CERTIFICATE ISSUED IN THE UNITED STATES OF AMERICA AS PROOF THAT RESPONDENT MEDITA NAVARRO WENT ABROAD FOR MEDICAL TREATMENT[.]

## **OUR RULING**

Petitioners posit that the DARAB erred in denying their appeal and affirming the dismissal of the Complaint. Since Respondents remained as tenants on the subject land as per the DAR Secretary's Order dated 09 July 1993, Petitioners argue that the former are liable to pay lease rentals. While Petitioners admit that Respondents made amortization payments to Landbank, the same did not extinguish the latter's obligation to pay lease rentals to the former. As Respondents failed to pay the said