FIRST DIVISION

DANILO ROMERO, VICTORIO ROMERO and EL ROMERO, representing their deceased father LUTERO ROMERO, Petitioners,	**G.R. No. 241353**
	Present:
- versus -	PERALTA, *C.J., Chairperson*, CAGUIOA, J. REYES, JR., LAZARO-JAVIER, and LOPEZ, *JJ.*
CRISPINA SOMBRINO, Respondent.	Promulgated: JAN 22 2020

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DECISION

CAGUIOA, *J.*:

Security of tenure may be invoked only by tenants *de jure* and not by those who are not true and lawful tenants but became so only through the acts of a supposed landholder who had no right to the landholdings. Tenancy relation can only be created with the consent of the landholder who is either the owner, lessee, usufructuary or legal possessor of the land.[1]

Before the Court is a Petition for Review on *Certiorari*[2] (Petition) under Rule 45 of the Rules of Court filed by the heirs of Lutero Romero (Lutero), *i.e.*, petitioners Danilo Romero, Victorio Romero, and El Romero (petitioners Heirs of Lutero), against respondent Crispina Sombrino (respondent Sombrino), assailing the Decision[3] dated January 22, 2018 (assailed Decision) and the Resolution[4] dated June 8, 2018 (assailed Resolution) rendered by the Court of Appeals, Cagayan de Oro City (CA) in CA-G.R. SP No. 07367-MIN.

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1 *Cunanan v. Judge Aguilar*, 174 Phil. 299, 313 (1978); citation omitted.
2 *Rollo*, pp. 15-48.
3 Id. at 50-57. Penned by Associate Justice Oscar V. Badelles, with Associate Justices Romulo V. Borja and Tita Marilyn Payoyo-Villordon, concurring.
4 Id. at 60-61.

The Essential Facts and Antecedent Proceedings

As culled from the records of the instant case, the essential facts and antecedent proceedings are as follows:

The instant Petition centers on a two-hectare portion of Lot No. 23, Pls-35 located at Maranding Annex, Kapatagan, Lanao del Norte (subject property), with an aggregate area of 12.0717 hectares, covered by Original Certificate of Title No. P-2261, which is registered in the name of Lutero after the latter's homestead application was approved in 1967.[5]

The final and executory Decision of the Court, Third Division in Teodora Saltiga de Romero, et al. v. CA, et al., G.R. No.109307[6]

Prior to the present controversy, the subject property was subject of a legal dispute involving Lutero and his siblings, the heirs of the late spouses Eugenio Romero (Eugenio) and Teodora Saltiga (Teodora) (collectively referred to as the Sps. Romero). The Sps. Romero begot nine children, *i.e.*, Lutero, Eutiquio, Ricardo, Generosa, Diosdada, Mindalina, Lucita, Presentacion and Gloriosa. The issue regarding the ownership and possession of the subject property was dealt with in two civil cases tried jointly before the Regional Trial Court of Lanao Del Norte, Branch 7 (RTC):

1. Civil Case No. 591, entitled *Teodora Saltiga de Romero, et al. v. Lutero Romero, et al.* – for Reconveyance with Damages and Cancellation of Registration of Mortgage

2. Civil Case No. 1056, entitled *Lutero Romero, et al. v. Spouses Meliton Pacas, et al.* – for Annulment of three Affidavits of Sales, Recovery of Possession with Damages

In sum, it was alleged by the petitioners in Civil Case No. 591, *i.e.*, Teodora, Presentacion, Lucita, Gloriosa, and Mindalina, that Lutero merely held the subject property in trust for the benefit of the heirs of his father Eugenio since the latter was actually the one who first applied for the homestead, but such application was denied because Eugenio was already disqualified to apply for a homestead, having previously applied for a homestead over another parcel of land with the maximum limit of 24 hectares. Moreover, it was alleged that Lutero employed fraud in procuring the homestead patent covering the subject property.[7]

In addition, the petitioners in Civil Case No. 591 also claimed that Lutero subsequently sold the subject property by allegedly executing three affidavits of sale in favor of the respondents in Civil Case No. 1056, *i.e.*,

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5 Id. at 51.
6 377 Phil. 189 (1999).
7 Id. at 197.

spouses Lucita and Meliton Pacas, spouses Presentacion and Sabdullah Mama, and spouses Gloriosa and Dionisio Rasonable. Hence, it was alleged that Lutero no longer has any claim over the subject property pursuant to these affidavits of sale.[8]

The RTC rendered a Decision dated March 11, 1991 in favor of Lutero, declaring the three affidavits of sale null and void and ordering the respondents in Civil Case No. 1056 to surrender possession of the subject property to Lutero. On appeal, the CA affirmed the ruling of the RTC.[9]

The consolidated cases were then resolved with finality by the Court in ***Teodora Saltiga de Romero, et al. v. Court of Appeals, et al.***[10] (*De Romero v. CA*). In the said case, the Court held that Lutero is the true and lawful landowner of the subject property, having exclusively acquired the subject property after successfully applying for a homestead patent over the land in 1967. Lutero's exclusive ownership over the subject property was even recognized by some of Lutero's sisters, *i.e.*, Gloriosa, Presentacion, and Lucita.[11]

The Decision in *De Romero v. CA* likewise found that the family patriarch, Eugenio, never owned the subject property. Eugenio himself tried to apply for a homestead patent over the subject property, but this was denied "because he was disqualified by virtue of the fact that he already had applied for the maximum limit of 24 hectares to which he was entitled [pertaining to land located on the adjacent lot; and the] land in question could not therefore have passed on from him to his children."[12]

Furthermore, the said Decision held that the supposed sale of the subject property by Lutero in favor of the respondents in Civil Case No. 1056 was null and void for being violative of Section 118 of Commonwealth Act No. 141,[13] which prohibited the alienation of a homestead within five years from the issuance of the patent.[14]

After the Court's Decision in *De Romero v. CA* became final and executory, the petitioners Heirs of Lutero filed a Motion for the Issuance of a Writ of Execution before the RTC on March 10, 2003. On June 16, 2003, the RTC issued a Writ of Execution.[15]

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8 Id. at 201-202.
9 Id. at 196-199.
10 Supra note 6.
11 Id. at 198.
12 Id.
13 THE PUBLIC LAND ACT; Section 118 of Commonwealth Act No. 141 was repealed by Republic Act No. 11231 entitled "An Act Removing the Restrictions Imposed on the Registration, Acquisition, Encumbrance, Alienation, Transfer and Conveyance of Land Covered by Free Patents Under Sections 118, 119 and 121 of Commonwealth Act No. 141, otherwise Known as 'The Public Land Act,' as amended," (February 22, 2019).
14 *De Romero v. CA*, supra note 6 at 200-201.
15 *Rollo*, p. 65.

However, the implementation of the Writ of Execution was held in abeyance because respondent Sombrino filed a Motion for Intervention, alleging that she was a tenant of the subject property. The RTC allowed the intervention and granted respondent Sombrino the opportunity to present evidence to show good cause why the Writ of Execution should not be implemented against her.[16]

After due hearing and deliberation, the RTC ordered the implementation of the Writ of Execution, as shown by the Sheriff's Report. Subsequently, a Writ of Demolition was issued by the RTC on March 29, 2005. On April 5, 2005, respondent Sombrino was ousted from the subject property.[17]

Complaint for Illegal Ejectment and Recovery of Possession before the Office of the Provincial Agrarian Reform Adjudication Board

Because respondent Sombrino failed to successfully assert her right to possess the subject property before the RTC, she sought recourse before the Office of the Provincial Agrarian Reform Adjudication Board (PARAD) of Iligan City by filing a Complaint for Illegal Ejectment and Recovery of Possession (PARAD Complaint) against the petitioners Heirs of Lutero. The case was docketed as DARAB Case No. X-543-LN-2005.

In the PARAD Complaint, respondent Sombrino alleged that she was the actual tenant-cultivator of the subject property as she and her late husband Valeriano were installed as tenants over the subject property in 1952 by the alleged original owners of the subject property, the Sps. Romero, until the said spouses were succeeded by Lucita and her heirs as landowners.[18] Hence, respondent Sombrino asked that her security of tenure as tenant of the subject property be upheld and that she be allowed to peacefully possess and cultivate the subject property.

The Ruling of the PARAD

In the Decision[19] dated October 28, 2005, the PARAD ruled in favor of respondent Sombrino and declared her to be a *de jure* tenant of the subject property. The dispositive portion of the said Decision reads:

> **WHEREFORE**, foregoing premises considered, decision is hereby rendered as follows[:]
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> 1. **Declaring** complainant Crispina Sombrino to be a **de jure tenant** and ordering her **reinstatement** to the subject landholding[;]

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16 Id.
17 Id. at 52, 65.
18 Id. at 102.
19 Id. at 102-108. Penned by Provincial Adjudicator Noel P. Carreon.

2. **Ordering** herein respondents and/or any person in occupation/possession of the subject landholding **to vacate** and **turn-over** its possession to the complainant;

3. **Directing** the MARO, DAR of Kapatagan, Lanao del Norte to **execute an agricultural leasehold contract** between the herein parties pursuant to DAR A.O. No. 5, Series of 1993[;]

4. All other claims are **denied for lack of basis**.

SO ORDERED.[20]

The PARAD held that respondent Sombrino was able to establish that she was installed as tenant by the Sps. Romero in 1952. According to the PARAD, "[w]hile indeed, there [was] no tenancy relations that [existed] between [respondent Sombrino] and [the petitioners Heirs of Lutero] as there were no shares received by [the latter,] x x x it is as if [Lutero] succeeded the ownership of the subject land from Spouses Eugenio and Teodora Romero[; thus, the petitioners Heirs of Lutero] who inherited the property [were] bound to [assume] and respect the tenancy rights of [respondent Sombrino]."[21] Hence, the PARAD held that "[o]nce such relationship is established, the tenant shall be entitled to security of tenure."[22]

The petitioners Heirs of Lutero filed a Motion for Reconsideration, which was denied by the PARAD in the Order dated January 12, 2006. Feeling aggrieved, the petitioners Heirs of Lutero appealed before the Department of Agrarian Reform Adjudication Board (DARAB). The appeal was docketed as DARAB Case No. 14261.

The Ruling of the DARAB

In the Decision[23] dated June 28, 2010, the DARAB denied the appeal for lack of merit. The dispositive portion of the Decision reads:

WHEREFORE, premises considered, the instant Appeal is **DISMISSED** and the assailed Decision dated 28 October 2005 is hereby **AFFIRMED**.

SO ORDERED.[24]

The DARAB held that through the final and executory judgment in Civil Case Nos. 591 and 1056, the petitioners Heirs of Lutero were vested ownership over the subject property.[25] However, since Section 10 of Republic

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20 Id. at 108; emphasis in the original.
21 Id. at 106-107.
22 Id. at 107.
23 Id. at 89-97. Penned by DARAB Member Arnold C. Arrieta, with DARAB Chairman Nasser C. Pangandaman and DARAB Members Ma. Patricia Rualo-Bello, Ambrosio B. De Luna, Gerundio C. Madueno, Jim G. Coleto, and Isabel E. Florin, concurring.
24 Id. at 96.
25 Id. at 93-94.

Act No. (RA) 3844[26] states that the agricultural leasehold relation shall not be extinguished by mere sale, alienation, or transfer of the leaseholding and that the transferee shall be subrogated to the rights and substituted to the obligations of the agricultural lessor; the agricultural leasehold relation instituted between the Sps. Romero and respondent Sombrino "is preserved even in case of transfer of the legal possession of the subject property."[27]

The petitioners Heirs of Lutero filed a Motion for Reconsideration on September 1, 2010,[28] which was denied by the DARAB in the Resolution[29] dated February 26, 2016.

Hence, the petitioners Heirs of Lutero filed a Petition for Review[30] under Rule 43 of the Rules of Court before the CA. The appeal was docketed as CA-G.R. SP No. 07367-MIN.

The Ruling of the CA

In the assailed Decision, the CA denied the appeal for lack of merit. The dispositive portion of the assailed Decision reads:

> **WHEREFORE**, the foregoing premises considered, Petition for Review is **DISMISSED** for lack of merit. Accordingly, the Decision dated June 28, 2010 and Resolution dated February 26, 2016 of the Department of Agrarian Reform Adjudication Board are **AFFIRMED**.
>
> **SO ORDERED**.[31]

According to the CA, respondent Sombrino sufficiently established by substantial evidence the essential elements of tenancy:

> Indeed, respondent sufficiently established by substantial evidence the essential elements of tenancy. The late Spouses Eugenio and Teodora Romero are the landowners; respondent, together with her late husband, is their tenant. The subject matter of their relationship is agricultural land, a farm land. They mutually agreed to the cultivation of the land by respondent and share in the harvest. The purpose of their relationship is clearly to bring about agricultural production. After the harvest, respondent pays rental as well as the irrigation fees. Lastly, respondent's personal cultivation of the land was conceded by Lucita Romero Pacas, [who] succeeded her parents the Spouses Eugenio and Teodora Romero, thru a leasehold agreement which became the contract between the parties.[32]

Thus, the CA held that the petitioners Heirs of Lutero are bound to respect the leasehold relationship between the Sps. Romero and respondent Sombrino:

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26 AGRICULTURAL LAND REFORM CODE.
27 *Rollo*, p. 94.
28 Id. at 22.
29 Id. at 99-101.
30 Id. at 62-86.
31 Id. at 57.
32 Id. at 55.

> Given the foregoing, the petitioners are bound to respect the leasehold relationship between the late Spouses Eugenio and Teodora Romero and respondent notwithstanding the transfer of legal possession of the subject agricultural land. Accordingly, respondent cannot be dispossessed of her possession and cultivation of the subject agricultural land without any valid and just cause. Security of tenure is a legal concession to agricultural lessees which they value as life itself and deprivation of their land holdings is tantamount to deprivation of their only means of livelihood. Perforce, the termination of the leasehold relationship can take place only for causes provided by law x x x as specified in Sections 8, 28 and 36 of R.A. No. 3844. A perusal of these provisions will show that no such valid cause exists in the present case warranting the termination of the leasehold relationship. Hence, the rights of respondent as tenant should be respected.[33]

Feeling aggrieved, the petitioners Heirs of Lutero filed a Motion for Reconsideration[34] dated February 7, 2018, which was denied by the CA in the assailed Resolution.

Hence, the instant Petition before the Court.

On January 14, 2019, respondent Sombrino filed her Comment[35] dated December 14, 2018 to the instant Petition wherein she asserted that she was able to duly establish her tenancy with respect to the subject property.[36] Despite the Court's Resolution[37] dated March 13, 2019 requiring the petitioners Heirs of Lutero to file their Reply, the latter failed to do so.

Issue

Stripped to its core, the critical issue is whether there exists an agricultural leasehold tenancy relationship between the petitioners Heirs of Lutero and respondent Sombrino. Otherwise stated, is respondent Sombrino a tenant *de jure* that enjoys security of tenure as guaranteed by tenancy laws?

The Court's Ruling

The instant Petition is *meritorious*. Respondent Sombrino is not a tenant *de jure* and does not enjoy the security of tenure accorded to agricultural tenants. There is no tenancy relationship between the petitioners Heirs of Lutero and respondent Sombrino.

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33 Id. at 56; citation omitted.
34 Id. at 109-121.
35 Id. at 141-149.
36 Id. at 146.
37 Id. at 154-155.

Propriety of a Factual Review

Preliminarily, the Court is aware that the determination of whether a person is an agricultural tenant is basically a question of fact.[38] As a general rule, questions of fact are not proper subjects of appeal by *certiorari* under Rule 45 of the Rules of Court as this mode of appeal is confined to questions of law.[39]

Nevertheless, the foregoing general rule admits of several exceptions such as when the conclusion is a finding grounded entirely on speculations, surmises and conjectures; when the inference made is manifestly mistaken; and when the judgment is based on a misapprehension of facts.[40]

The Court finds that the aforesaid exceptions to the general rule apply in the instant case. Therefore, the Court shall proceed to rule on the main issue.

Agricultural Leasehold Tenancy

According to RA 1199, as amended, otherwise known as the Agricultural Tenancy Act of the Philippines, an agricultural leasehold tenancy exists "when a person who, either personally or with the aid of labor available [from] members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of cultivation by a single person together with members of his immediate farm household, belonging to or legally possessed by, another in consideration of a fixed amount in money or in produce or in both."[41]

The existence of a tenancy relation is not presumed. According to established jurisprudence, the following indispensable elements must be proven in order for a tenancy agreement to arise:

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

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38 *Heirs of Florentino Quilo v. Development Bank of the Philippines-Dagupan Branch, et al.*, 720 Phil. 414, 422 (2013); citation omitted.

39 *Goyena v. Ledesma-Gustilo*, 443 Phil. 150, 158 (2003).

40 See *Almelor v. The Hon. RTC of Las Piñas City, Br. 254, et al.*, 585 Phil. 439 (2008).

41 RA 1199, Sec. 4, as amended by RA 2263.

6) the harvest is shared between the landowner and the tenant or agricultural lessee.

The absence of any of the requisites does not make an occupant, cultivator, or a planter a *de jure* tenant which entitles him to security of tenure under existing tenancy laws.[42]

However, if all the aforesaid requisites are present and an agricultural leasehold relation is established, the same shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.[43] In case of death or permanent incapacity of the agricultural lessor, the leasehold shall bind the legal heirs.[44]

To recall, in the instant case, the PARAD, as concurred by the DARAB and the CA, found that an agricultural leasehold tenancy relation exists between respondent Sombrino and the petitioners Heirs of Lutero because the supposed original landowners of the subject property, *i.e.*, the Sps. Romero, allegedly entered into a tenancy agreement with respondent Sombrino in 1952. And because the leasehold relation subsists and binds the legal heirs of the agricultural lessors even upon the latter's death, Lutero and, subsequently, his heirs are bound by this leasehold relation.

Respondent Sombrino failed to provide substantial evidence on the existence of an agricultural leasehold tenancy relationship between herself and the Sps. Romero

The Court finds that respondent Sombrino failed to provide sufficient evidence that there was, in the first place, an agricultural leasehold tenancy agreement entered into by herself and the alleged landowners, the Sps. Romero.

Tenancy relationship cannot be presumed. An assertion that one is a tenant does not automatically give rise to security of tenure. Nor does the sheer fact of working on another's landholding raise a presumption of the existence of agricultural tenancy. One who claims to be a tenant has the *onus* to prove the affirmative allegation of tenancy.[45] Hence, substantial evidence is needed to establish that the landowner and tenant came to an agreement in entering into a tenancy relationship.

Considering the foregoing, jurisprudence has held that self-serving statements regarding supposed tenancy relations are not enough to establish

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42 *Heirs of Teodoro Cadeliña v. Cadiz, et al.*, 800 Phil. 668, 677 (2016); citation omitted.
43 RA 3844, Sec. 7.
44 RA 3844, Sec. 9.
45 *Soliman, et al. v. Pampanga Sugar Development Co., Inc., et al.*, 607 Phil. 209, 224 (2009).

the existence of a tenancy agreement.[46] Moreover, certifications issued by administrative agencies or officers that a certain person is a tenant are merely provisional, not conclusive on the courts, and have little evidentiary value without any corroborating evidence.[47] There should be independent evidence establishing the consent of the landowner to the relationship.[48]

In the instant case, the pieces of documentary evidence presented by respondent Sombrino do not provide proof that the latter and the Sps. Romero came into an agreement as to the establishment of an agricultural leasehold tenancy relationship.

As explained by the DARAB, "[t]o prove her claim, [respondent Sombrino submitted] the Joint Affidavit of Sarillo Bacalso and Neil Ocopio, whom she allegedly hired in several occasions as planters, mud boat operators and thresher operators[.]"[49]

Such evidence severely fails to establish the existence of a tenancy agreement. At most, the aforementioned Joint Affidavit merely establishes that respondent Sombrino occupied and cultivated the subject property at some point in time.

In *Heirs of Florentino Quilo v. Development Bank of the Philippines-Dagupan Branch, et al.*,[50] the Court held that an affidavit of the same nature as the said Joint Affidavit fails to prove consent of the landowner. In the said case, the Court explained that such document in no way confirms that the alleged tenant's presence on the land was based on a tenancy relationship that the landowners had agreed to as "[m]ere occupation or cultivation of an agricultural land does not automatically convert the tiller into an agricultural tenant recognized under agrarian laws."[51]

In believing that respondent Sombrino was able to establish the existence of a tenancy agreement with the Sps. Romero, the DARAB also gave credence to "the Affidavit of the Barangay Agrarian Reform Committee (BARC) Chairman."[52]

In *Soliman, et al. v. Pampanga Sugar Development Co., Inc., et al.*,[53] the Court held that the certifications issued by a BARC Chairman to the effect that the alleged tenants were actually cultivating the agricultural land deserve scant consideration in determining the existence of a tenancy relationship. Citing the findings of the court *a quo*, the Court held therein that "[o]bviously, the *barangay* captain x x x whose attestation appears on the document — was

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46 See id. at 226.
47 *Reyes v. Heirs of Pablo Floro*, 723 Phil. 755, 769 (2013).
48 *Caluzor v. Llanillo, et al.*, 762 Phil. 353, 367 (2015).
49 *Rollo*, p. 90; citation omitted.
50 Supra note 38.
51 Id. at 425; citation omitted.
52 *Rollo*, p. 90.
53 Supra note 45.

not the proper authority to make such determination [because 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."[54]

With respect to acknowledgment receipts presented by respondent Sombrino showing the payment of irrigation fees and rentals to Lucita,[55] such pieces of documentary evidence fail to show that the Sps. Romero installed respondent Sombrino as a tenant of the subject property. The said receipts merely establish that, at most, respondent Sombrino entered into an arrangement with Lucita and not with the Sps. Romero.

More doubt is engendered in the mind of the Court as to the existence of the alleged agricultural tenancy agreement because of the undisputed fact that "Eugenio Romero died sometime in 1948."[56] To recall, at the heart of respondent Sombrino's claim of tenancy is her allegation that Eugenio, together with Teodora, installed her as tenant in 1952. Needless to say, with the death of Eugenio in 1948, contrary to the contention of respondent Sombrino, it was *impossible* for Eugenio to have instituted respondent Sombrino as tenant of the subject property.

All in all, the Court finds that respondent Sombrino failed to discharge her burden of proving that a tenancy relationship existed between her and the Sps. Romero.

Assuming that it even existed, the supposed tenancy agreement was invalid as it was not entered into with the true and lawful landowner of the subject property

Even assuming *arguendo* that the Sps. Romero indeed entered into a tenancy agreement with respondent Sombrino in 1952, such agreement would not have created a valid tenancy relationship.

Tenancy relationship can only be created with the consent of the true and lawful landowner who is the owner, lessee, usufructuary or legal possessor of the land. It cannot be created by the act of a supposed landowner, who has no right to the land subject of the tenancy, much less by one who has been dispossessed of the same by final judgment.[57]

The Court's ruling in *Heirs of Teodoro Cadeliña v. Cadiz, et al.*[58] is on all fours. In the said case, the respondents-farmers therein claimed that the alleged landowner, Nicanor Ibuna, Sr. (Ibuna), validly installed them as

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54 Id. at 226; italics in the original, citation omitted.
55 *Rollo*, pp. 103-104.
56 *De Romero v. CA*, supra note 6 at 194; underscoring supplied.
57 *Cunanan v. Judge Aguilar*, supra note 1 at 311; citation omitted, underscoring supplied.
58 Supra note 42.

tenants. Analogous to the instant case, by virtue of a final and executory judgment recognizing the ownership of the petitioners' predecessor-in-interest, Teodoro Cadeliña (Teodoro), over the subject property therein as the latter was a holder of a homestead patent, the respondents-farmers were ousted from the land. As in the instant case, the respondents-farmers filed complaints for reinstatement of possession of the land before the DARAB.

In dismissing the respondents-farmers' claim of tenancy relationship, the Court explained that a tenancy relationship could only be created with the true and lawful landowner who was the owner, lessee, usufructuary or legal possessor of the land. Since Ibuna was not the true and lawful landowner, he could not have validly installed the respondents-farmers as tenants of the land. Further, the Court held therein that upholding Ibuna as the legal possessor of the land was inconsistent with Teodoro's homestead, which was already deemed valid in a final and executory judgment, since a homestead applicant was required to occupy and cultivate the land for his own and his family's benefit, and not for the benefit of someone else, *viz.*:

> In this case, Ibuna's institution of respondents as tenants did not give rise to a tenure relationship because Ibuna is not the lawful landowner, either in the concept of an owner or a legal possessor, of the properties. It is undisputed that prior to the filing of the complaint with the DARAB, the transfers of the properties to Ibuna and his predecessor, Andres Castillo, were declared void in separate and previous proceedings. Since the transfers were void, it vested no rights whatsoever in favor of Ibuna, either of ownership and possession. x x x
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> Notably, upholding Ibuna as the legal possessor of the properties is inconsistent with petitioners' homestead since a homestead applicant is required to occupy and cultivate the land for his own and his family's benefit, and not for the benefit of someone else. x x x[59]

In the instant case, to reiterate, it has already been decided in the Court's final and executory Decision in *De Romero v. CA* that:

> x x x Eugenio Romero was never the owner of the land in question because all he bought from the Jaug spouses were the alleged rights and interests, if there was any, to the said land which was then part of the public domain. The Jaugs could not have sold said land to Eugenio as they did not own it. Eugenio Romero was not granted, and could not have been granted, a patent for said land because he was disqualified by virtue of the fact that he already had applied for the maximum limit of 24 hectares to which he was entitled. The land in question could not therefore have passed on from him to his children.[60]

Moreover, *De Romero v. CA* definitely held that Lutero's homestead patent over the subject property was validly acquired and he was the true and lawful landholder of the subject property, *viz.*:

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59 Id. at 678-679; citations omitted.

60 *De Romero v. CA*, supra note 6 at 198.

> On the other hand, Lutero Romero applied for a homestead patent over the land in question and his application was duly approved. The appellants have not established that there was any fraud committed in this application. In fact it appears that there was even a hearing conducted by the Bureau of Lands on the application because a certain Potenciano Jaug had been contesting the application. Under the presumption of law, that official duty has been regularly performed, there appears to be no ground to question the grant of the patent to Lutero Romero in 1967.
>
> His sisters Gloriosa, Presentacion, and Lucita apparently recognized Lutero's ownership of the property when in 1969 they sought the help of the mayor of Kapatagan to convince Lutero to execute affidavits of sale in their favor.[61]

In sum, with the finality of *De Romero v. CA*, it can no longer be disputed that the Sps. Romero never became the owners of the subject property. Neither did they become the lessee, usufructuary or legal possessor of the subject property. Hence, the Sps. Romero had no capacity whatsoever to install respondent Sombrino as a leasehold tenant on the subject property. Consequently, neither could the heirs of the Sps. Romero (aside from Lutero) validly enter into any tenancy agreement over the subject property.

Given the foregoing, with the absence of the first essential requisite of an agricultural tenancy relationship, *i.e.*, that the parties to the agreement are the true and lawful landholders and tenants, respondent Sombrino cannot be considered a *de jure* tenant who is entitled to security of tenure under existing tenancy laws. And corollarily, there being no agricultural tenancy relationship existing in the instant case, the PARAD and DARAB acted beyond their jurisdiction when they ordered the petitioners Heirs of Lutero, among other things, to restore possession of the subject property to respondent Sombrino.

WHEREFORE, the instant Petition is **GRANTED**. The assailed Decision dated January 22, 2018 and Resolution dated June 8, 2018 rendered by the Court of Appeals in CA-G.R. SP No. 07367-MIN are **REVERSED AND SET ASIDE**. The Decision dated October 28, 2005 rendered by the Provincial Agrarian Reform Adjudication Board and the Decision dated June 28, 2010 rendered by the Department of Agrarian Reform Adjudication Board are **REVERSED AND SET ASIDE**. The Complaint for Illegal Ejectment and Recovery of Possession in DARAB Case No. X-543-LN-2005 is **DISMISSED**.

SO ORDERED.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

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[61] Id.; underscoring supplied.

WE CONCUR:

DIOSDADO M. PERALTA
Chief Justice
Chairperson

JOSE C. REYES, JR.
Associate Justice

AMY C. LAZARO-JAVIER
Associate Justice

MARIO V. LOPEZ
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, it is hereby certified that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

DIOSDADO M. PERALTA
Chief Justice