

DAR Opinion No. 18, s. 2007  
April 03, 2007

**SECURITY OF TENURE; GROUNDS/CAUSES BY WHICH AN AGRICULTURAL LESSEE MAY BE DISPOSSESSED OF HIS/HER TILLAGE**

- An agricultural lessee may be dispossessed of his/her tillage on the following grounds:
  - a. The lessee failed to substantially comply with the terms and conditions of the contract or with pertinent laws unless the failure is caused by a fortuitous event or force majeure;
  - b. The lessee planted crops or used the land for a purpose other than what has been previously agreed upon;
  - c. The lessee failed to adopt proven farm practices necessary to conserve the land, improve its fertility and increase its productivity taking into consideration the lessee's financial capacity and the credit facilities available to him;
  - d. There has been substantial damage, destruction or unreasonable deterioration of the land or any permanent improvement thereon due to the fault or negligence of the lessee;
  - e. The lessee failed to pay lease rental on time except when such non-payment is due to crop failure to the extent of 75% as a result of a fortuitous event;
  - f. The lessee employed a sub-lessee; or
  - g. The landholding is declared by the DAR to be suited for residential, commercial, industrial or some other urban purposes subject to payment of disturbance compensation to the lessee.
- It is very explicit in the provisions of Sections 7 and 36 of R.A. No. 3844 (Agricultural Land Reform Code), as amended, that an agricultural lessee is entitled to security of tenure. He/she cannot be ejected unless authorized by the court (now, DAR Adjudication Board) for the abovementioned causes, in a judgment that is final and executory after due hearing. Thus, ejection may be filed in the proper court against an erring tenant if any of the abovementioned causes exists.

DAR Opinion No. 22, s. 2007  
June 15, 2007

**TENANCY; ALL REQUISITES MUST CONCUR**

- The following six (6) requisites must be considered in order for a tenancy relationship to exist:
  1. The parties are the landowner and the tenant;
  2. The subject is agricultural land;
  3. There is consent by the landowner for the tenant to work on the land, given either orally or in writing, expressly or impliedly;
  4. The purpose is agricultural production;
  5. There is personal cultivation or with the help of the immediate farm household; and