

to effect the orderly transfer of the DAR Provincial and Municipal Offices concerned.

- Thus, on the basis of the aforementioned Executive Order and MOA, it is our view that the requisition for Judicial Forms may no longer be properly forwarded to the DLR Central Office since the powers and functions of the DLR insofar as said provinces and municipalities are concerned had already been devolved to the Autonomous Regional Government in Muslim Mindanao.

DAR Opinion No. 10, S. 2005  
March 02, 2005

#### **DISTURBANCE COMPENSATION; WHEN IS IT GIVEN**

- Payment of disturbance compensation as provided and contemplated under Section 36 of R.A. No. 3844, as amended by Section 7 of R.A. No. 6389, pertains to the compensation given to the agricultural lessee who is dispossessed of the land he tills in cases of **legal conversion**, that is, in cases where the use of the land for purposes other than agricultural is approved by DAR upon application of the landowner. As held by the Supreme Court in the case of *Pagtalunan vs. Tamayo*, G.R. No. 54281, March 19, 1990, payment of disturbance compensation only covers legal conversion undertaken at the instance of the landowner.

DAR Opinion No. 04, s. 2001  
May 2, 2001

#### **EJECTMENT; GROUNDS FOR EJECTMENT**

- He/she failed to substantially comply with the terms and conditions of the leasehold contract or with laws governing leasehold relations, unless the failure is caused by fortuitous event or *force majeure*;
- He/she planted crops or used the land for a purpose other than what had been previously agreed upon. DAR Administrative Order No. 5, series of 1993 (**Rules and Procedures Governing Agricultural Leasehold and the Determination of Lease Rental for Tenanted Lands**), however, now allows the lessee to intercrop or plant secondary crops after the rental has been fixed, provided he/she shoulders the expenses;
- He/she failed to adopt proven farm practices necessary to conserve the land, improve its fertility, and increase its productivity (with due consideration of his/her financial capacity and the credit facilities available to him/her);
- His/her fault or negligence resulted in the substantial damage, destruction, or unreasonable deterioration of the land or any permanent improvement thereon;
- He/she does not pay the lease rental when it falls due except when such non-payment is due to crop failure to the extent of 75 percent as a result of a fortuitous event; or
- He/she employed a sublessee (Section 36, R.A. No. 3844, as amended).
- Considering, however, that an agricultural lessee is entitled to security of tenure, he/she cannot be rejected unless authorized by the court (now, DAR Adjudication