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JUST AS INTENDED: *1392644 ONTARIO INC. ET AL. V. THE QUEEN*

— Timothy Fitzsimmons, Partner with the Toronto office of Dentons Canada LLP

The role of intent in the determination of whether a worker is an employee or independent contractor has taken on greater significance in the last decade or so. However, despite a series of decisions on the issue from the Tax Court and the Federal Court of Appeal, there appeared to be some inconsistency in how and when intent was to be considered when applying the "four-in-one" test from *Wiebe Door Services Ltd. v. The Queen*[1] and *1671122 Ontario Ltd. v. Sagaz Industries Canada Inc.*[2]

Some court decisions had placed significant emphasis on the parties' intent, whereas other decisions relegated intent to a secondary or tie-breaker role. Obviously, this has led to some confusion as to the contours of the correct analysis regarding the classification of a worker. However, the Federal Court of Appeal's decision in *1392644 Ontario Inc. et al. v. The Queen*[3] has provided some clarity on the role of intent and the manner in which the classification analysis should be undertaken.

In *1392644 Ontario Inc. et al.*, two taxpayers ("Connor Homes" and "Connor Group Homes") were licensed in Ontario to operate a foster home system and a number of group homes. Connor Homes and Connor Group Homes provided care for children who have serious behavioural and developmental disorders. Connor Homes and Connor Group Homes employed or retained numerous individuals to provide such care, including child and youth workers, social workers, certified therapists, and psychologists.

For certain periods in 2008 to 2010, the Minister of National Revenue (the "Minister") assessed two workers as employees of Connor Homes and a third worker as an employee of both Connor Homes and Connor Group Homes. The taxpayers appealed to the Tax Court.

In its decision, the Tax Court referred to the test from *Wiebe Door* and *Sagaz*, namely that, when classifying a worker, the central question is whether the worker is performing services as a person in business on his or her own account. This determination is made with reference to several factors, including control, ownership of tools, whether the worker hires his or her own helpers, the degree of financial risk taken by the worker, the degree of responsibility for investment and management held by the worker, and the worker's opportunity for profit in the performance of his or her tasks.[4]

The Court noted that the current appeal was the fourth time that Connor Homes had appealed a decision of the Minister under the *Canada Pension Plan*[5] and the *Employment Insurance Act*[6] that certain of its workers were employees.[7] In the three previous cases, the Tax Court judges had concluded that the workers were employees of Connor Homes and not independent contractors. The Tax Court made the following statements regarding the findings of fact in the previous cases and the evidence presented in the current appeal:

> [42] There was no evidence before me that the facts with respect to the

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> operation of Connor Homes has changed since the previous decisions of the Court or that Connor Group Homes was operated in a different manner. In fact, it is clear from the evidence before me that Connor Homes continued to exercise significant control over the workers and that Connor Group Homes exercised similar control.
>
> [43] This control existed for both child and youth workers and for the area supervisors. In particular, both groups of workers were expected to follow the lengthy and detailed procedural manual, attend the mandatory monthly staff meetings, and continuously fill out forms relating to the performance of their duties. Both groups of workers were supervised by Connor Homes or Connor Group Homes employees and it was important for both that childcare workers and area supervisors respect the chain of command. Approval was required before the workers could change shifts and, similar to previous appeals, the wages of the workers was set by Connor Homes and Connor Group Homes.
>
> [44] The only manner in which the child and youth workers and the area supervisors could increase their pay was to work more hours. There was no chance for the worker to increase her return by reducing expenses or by producing more work. It is clear from the evidence before me that only a few tools were required by the worker: a cell phone and access to a computer.

With respect to the parties' intentions, the Court noted that the written contracts stated that the workers were providing their services as independent contractors.[8] The Court cited the holding of the Federal Court of Appeal in *TBT Personnel Services Inc. v. M.N.R.*[9] that intention clauses are relevant but not conclusive, and that the *Wiebe Door* factors must also be considered to determine whether the contractual intention was consistent with the remaining contractual terms and the manner in which the relationship operated in fact. The Court stated that, in the current appeal, any contractual intention (i.e., that the workers were independent contractors) was not consistent with the manner in which the relationship operated in fact. Rather, the relationship operated in a manner consistent with an employee-employer relationship.

The Tax Court dismissed the appeals, holding that two workers were employees of Connor Homes and the third worker was an employee of both Connor Homes and Connor Group Homes.

The taxpayer appealed to the Federal Court of Appeal and argued that the Tax Court judge had erred by (i) placing weight on the findings of fact made in the other three previous judgments of the Tax Court, and (ii) not considering and misapplying the test for determining whether a worker is an employee or an independent contractor, particularly by not giving proper weight to the intention of the parties as expressed in their contracts.

The Federal Court of Appeal dismissed the appeals.[10]

On the first issue, the Federal Court of Appeal held that the lower court had noted that the facts in the present appeal were essentially the same as those considered in the three previous appeals before three other judges of the Tax Court. In this case, however, the lower court judge had reviewed the parties' evidence, weighed it, and reached his own conclusions. Thus, there was no error committed by the lower court judge.

On the second issue — the role of intent — the Federal Court of Appeal noted the jurisprudential trend towards considering — and giving weight to — the stated intention of the parties.

For example, in *Wolf v. The Queen*,[11] the Federal Court of Appeal held that a mechanical engineer was an independent contractor. In his concurring judgment, Justice Décary stated that the parties' intent was the "essence of the contractual relationship" and "When a contract is genuinely entered into as a contract for services and is performed as such, the common intention of the parties is clear and that should be the end of the search."[12] In a second concurring judgment, Justice Noël stated that ". . . in a close case such as the present one, where the relevant factors point in both directions with equal force, the parties' contractual intent, and in particular their mutual understanding of the relationship cannot be disregarded."[13]

In *Royal Winnipeg Ballet v. The Queen*,[14] the Tax Court found that a group of dancers were employees of a ballet company, and the Court stated that intent served as a tie-breaker where the *Wiebe Door* test yields no definitive result. The Federal Court of Appeal overturned the lower court decision and held that the dancers were independent contractors. The Court of Appeal stated the following:

> [64] In these circumstances, it seems to me wrong in principle to set aside, as worthy of no weight, the uncontradicted evidence of the parties as to their common understanding of their legal relationship, even if that evidence cannot be conclusive. The judge should have considered the *Wiebe Door* factors in the light of this uncontradicted evidence and asked himself whether, on balance, the facts were consistent with the

> conclusion that the dancers were self-employed, as the parties understood to be the case, or were more consistent with the conclusion that the dancers were employees. Failing to take that approach led the judge to an incorrect conclusion.

In *City Water International Inc. v. M.N.R.*,[15] the Tax Court concluded that certain service workers were employees of the taxpayer. The Federal Court of Appeal overturned the lower court, finding that the workers were independent contractors. On the issue of intent, the Court of Appeal stated the following:

> [27] In balancing the above factors, the result of the inquiry is not obvious. Therefore, it is necessary to determine what weight should be given to the intention of City Water and the Service Workers at the time of their initial engagement. . . .
>
> [31] In my analysis, since the relevant factors yield no clear result, greater emphasis should have been placed on the parties' intention by the Judge in this case.

In *Combined Insurance Co. of America v. M.N.R.*,[16] the Tax Court concluded that an insurance salesperson was an employee of the taxpayer. In its reasons, the Tax Court did not refer to the parties' intent. The Federal Court of Appeal overturned the lower court decision on the basis that the judge had failed to consider certain evidence and had failed to apply the correct legal test. The Court of Appeal surveyed the jurisprudence on the four-in-one test and the role of the parties' intent and stated,

> [35] In my view, the following principles emerge from these decisions:
>
> 1. The relevant facts, including the parties' intent regarding the nature of their contractual relationship, must be looked at in the light of the factors in *Wiebe Door*, *supra*, and in the light of any factor which may prove to be relevant in the particular circumstances of the case;
> 2. There is no predetermined way of applying the relevant factors and their importance will depend on the circumstances and the particular facts of the case.
>
> Although as a general rule the control test is of special importance, the tests developed in *Wiebe Door* and *Sagaz*, *supra*, will nevertheless be useful in determining the real nature of the contract.

In *National Capital Outaouais Ski Team v. M.N.R.*,[17] the Tax Court found that a downhill skiing instructor was an employee of the taxpayer. In this case, the worker and the taxpayer disagreed as to the character of their relationship (i.e., although the written agreement stated that the worker was an independent contractor, the worker testified at the hearing that he had "applied for employment" with the taxpayer). The Tax Court stated that in every case one "must return to the basic principles" elucidated in *Sagaz*, and that "courts must evaluate all of the relevant facts and circumstances to determine if these reflect the intention that the parties originally stated". The Federal Court of Appeal held that the lower court had not erred in placing little or no weight on the parties' stated intentions, as there was no presumption in respect of the parties' characterization of the relationship.

In *Kilbride v. The Queen*,[18] the Tax Court determined that a management consultant was an employee of a company rather than an independent contractor. The Federal Court of Appeal upheld the lower court decision and stated,

> [11] This is not a close case where the *Wiebe Door* test is inconclusive, requiring the court to give greater weight to the intention of the parties. Although the trial judge found that the parties may have intended the appellant to be an independent contractor, she concluded that the actual relationship did not reflect that understanding and their subjective intention must be disregarded (see *Royal Winnipeg Ballet v. Minister of National Revenue*, 2006 DTC 6323 at para. 61 (F.C.A.)).

In *TBT Personnel Services Inc. v. M.N.R.*,[19] the Tax Court determined that certain truck drivers were employees of the taxpayer (and that certain other truck drivers were independent contractors). The Federal Court of Appeal overturned part of the lower court's decision, concluding that all but four of the truck drivers were employees. On the issue of intent, the Court of Appeal stated,

> [35] Such intention clauses are relevant but not conclusive. The *Wiebe Door* factors must also be considered to determine whether the contractual intention suggested by the intention clauses is consistent with the remaining contractual terms and the manner in which the contractual relationship operated in fact.

In *Lang and Lang v. M.N.R.*,[20] the Tax Court determined that certain furnace and duct-cleaning workers were independent contractors. In his reasons, former Chief Justice Donald Bowman surveyed the case law up to that point and stated the following:

> [34] Where does this series of cases leave us? A few general conclusions can be drawn:

. . .

(d) Intent is a test that cannot be ignored but its weight is as yet undetermined. It varies from case to case from being predominant to being a tie-breaker. It has not been considered by the Supreme Court of Canada. If it is considered by the Supreme Court of Canada the dissenting judgment of Evans J.A. in *Royal Winnipeg Ballet* will have to be taken into account.

(e) Trial judges who ignore intent stand a very good chance of being overruled in the Federal Court of Appeal. (But see *Gagnon* [2007 FCA 33] where intent was not considered at trial but was ascertained by the Federal Court of Appeal by reference to the *Wiebe Door* tests that were applied by the trial judge. Compare this to *Royal Winnipeg Ballet*, *City Water* and *Wolf*.)

In the recent Tax Court jurisprudence, some decisions consider the parties' intent to be of "particular importance" or a "significant and material guideline or criteria to be considered along with all the other considerations",[21] whereas other decisions seem to have marginalized the role of intent in the characterization analysis.[22]

In *1392644 Ontario Inc. et al.*, the Court of Appeal noted the difficulty that had developed in the application of the approach described in *Wolf* and *Royal Winnipeg Ballet*. The Court of Appeal emphasized that the parties may describe their relationship as they see fit, but the legal effect that results from the relationship is not to be determined at the sole subjective discretion of the parties. The Federal Court of Appeal stated:

[38] Consequently, *Wolf* and *Royal Winnipeg Ballet* set out a two-step process of inquiry that is used to assist in addressing the central question, as established in *Sagaz* and *Wiebe Door*, which is to determine whether the individual is performing or not the services as his own business on his own account.

[39] Under the first step, the subjective intent of each party to the relationship must be ascertained. This can be determined either by the written contractual relationship the parties have entered into or by the actual behavior of each party, such as invoices for services rendered, registration for GST purposes and income tax filings as an independent contractor.

[40] The second step is to ascertain whether an objective reality sustains the subjective intent of the parties. . . . [T]he subjective intent of the parties cannot trump the reality of the relationship as ascertained through objective facts. In this second step, the parties' intent as well as the terms of the contract may also be taken into account since they colors [*sic*] the relationship. . . . [T]he relevant factors must be considered "in the light of" the parties' intent. However, that being stated, the second step is an analysis of the pertinent facts for the purposes of determining whether the test set out in *Wiebe Door* and *Sagaz* has been in fact met, i.e., whether the legal effect of the relationship the parties have established is one of independent contractor or of employer-employee.

The Court of Appeal noted that, in this case, the lower court judge had proceeded in an inverse order (i.e., dealing with the parties' intent in the second stage of his analysis). The Court of Appeal stated that the first step of the analysis should always be to determine the intent of the parties. However, despite the lower court's inverse analysis, the judge had reached the correct conclusion regarding the status of the workers.

This is helpful guidance from the Federal Court of Appeal on the manner and stage at which intent should be considered when determining whether a worker is an employee or independent contractor.[23]

While there seemed to be a general consensus in the case law that intent was a factor to be considered (with the exception of those cases in which the court either failed to consider intent or considered it merely a tie-breaker), the courts have appeared to continue to wrestle with the manner in which the analysis should proceed. This was not helped, obviously, by the seemingly contradictory decisions from both the Tax Court and Federal Court of Appeal.

However, the analytical "road map" described in *1392644 Ontario Inc. et al.* should remove any doubt about the first two steps of the characterization analysis. This is helpful, in that at least counsel and the courts will not be sidetracked by disagreements on how the analysis should proceed. Now that the framework of the legal test has been clarified, counsel and the courts can focus on the much more challenging aspect of the characterization — the consideration of the *Wiebe Door* and *Sagaz* factors, the weight that should be given to any factor in a particular case, and the evidence adduced at the hearing regarding the reality of the parties' working relationship.

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Notes:

[1] [1986] 3 F.C. 553 (FCA).

[2] 2001 SCC 59.

[3] Unreported; see Court File Nos. 2010-948(CPP)I, 2010-949(CPP)I, 2010-950(EI)I, 2010-951(EI)I, 2011-237(EI)I, 2011-239(CPP)I, 2011-241(EI)I, and 2011-242(CPP)I.

[4] *Ibid.*, at paragraph 28.

[5] R.S.C. 1985, c. C-8.

[6] S.C. 1996, c. 23.

[7] See *1392644 Ontario Inc. (o/a Connor Homes) v. The Queen* (2003 TCC 816), *1392644 Ontario Inc. (c.o.b. Windswept on the Trent) v. The Queen* (2004 DTC 2853 (TCC)), and *1392644 Ontario Inc. (o/a Connor Homes) v. The Queen* (2006 TCC 521).

[8] *1392644 Ontario Inc.*, *supra*, at paragraph 45.

[9] 2011 FCA 256, at paragraphs 34-35.

[10] 2013 FCA 85.

[11] 2002 FCA 96, reversing [2000] T.C.J. No. 696.

[12] *Wolf*, *supra*, at paragraphs 117–121.

[13] *Wolf*, *supra*, at paragraphs 122–124.

[14] 2006 FCA 87, reversing 2004 TCC 390.

[15] 2006 FCA 350.

[16] 2007 FCA 60, reversing 2005 TCC 478.

[17] 2008 FCA 132, affirming 2007 TCC 123.

[18] 2009 DTC 5002 (FCA), affirming 2007 DTC 1718 (TCC).

[19] 2011 FCA 256, reversing 2010 TCC 360.

[20] 2007 DTC 1754 (TCC).

[21] See, for example, *Wellbuilt General Contracting Ltd. v. M.N.R.* (2010 TCC 541) and *Malleau v. M.N.R.* (2013 TCC 47).

[22] See, for example, *Integrated Automotive Group v. The Queen* (2011 TCC 468), *North Delta Real Hot Yoga Ltd. v. The Queen* (2012 TCC 369), and *Dean v. M.N.R.* (2012 TCC 370).

[23] For those certain cases in which there is contradictory or no evidence adduced in respect of the parties' intent, the courts will likely look only to the *Wiebe Door* and *Sagaz* factors. See, for example, *687352 BC Ltd. v. M.N.R.* (2012 TCC 127) or *M.A.P. (Mentorship, Aftercare, Presence) v. M.N.R.* (2012 DTC 1112 (TCC)).

CCH *TAX TOPICS* AND CCH'S JOE FRANKOVIC CITED IN SCC *DAISHOWA* DECISION

CCH *Tax Topics* No. 2151 reported that on May 16, 2013, the Supreme Court of Canada ("SCC") allowed the corporate taxpayer's appeal in the case of *Daishowa-Marubeni International Ltd. v. The Queen*, 2013 DTC 5085 (SCC). In paragraph 31 of its decision, the SCC cited as an authority CCH's Joseph Frankovic LL.B, LL.M, Ph.D, CFA, as well as this publication — CCH's *Tax Topics* newsletter. Readers interested in the cited newsletter are invited to review Joseph Frankovic's original *Tax Topics* No. 2105 article, "Supreme Court to Hear *Daishowa* Appeal — Back to Basics on Basis and Proceeds". CCH's being so cited in the much-anticipated *Daishowa* decision, of import to the forestry sector in particular and the resource sector at large, is a particular point of pride.

SUPREME COURT OF CANADA — APPLICATION FOR LEAVE TO APPEAL DISMISSED

On May 30, 2013, the Supreme Court of Canada dismissed with costs the application for leave to appeal in the case of *Isabella Sokolowski Romar v. Her Majesty the Queen*, 2013 DTC 5032 (FCA). The case concerned the transfer of a family residence to the taxpayer for nominal consideration by her spouse at a time when the spouse owed tax in excess of $950,000. While the taxpayer argued that the transfer was part of an overall series of transactions relating to the dissolution of the marriage and that the matrimonial home was transferred under the partitioning provisions subsequent to the Quebec community of property regime, the Tax Court of Canada ("TCC") agreed with the Minister's reassessment under the subsection 160(1) transferor-transferee liability provisions. The Federal Court of Appeal ("FCA") affirmed the Tax Court's decision, holding that the family residence transaction was properly characterized by the Minister as a transfer made without consideration. In pronouncing their respective decisions, both the TCC and the FCA noted that notarized documentation pertaining to the transfer indicated that the matrimonial home transaction was distinct from other aspects of the dissolution of the marriage, and that the marriage itself had still been governed by the community of property regime at the time of transfer.

RECENT CASES

Requirement for information issued to taxpayer related to third-party information was necessary and compellable

The taxpayer was a Canadian-resident corporation that sold footwear. Its majority shareholder was a resident of the Bahamas who wholly owned four other corporations, also based in the Bahamas. Together they provided a variety of services to the taxpayer, such as merchandising, information technology consulting, business development, and software licensing fees. The Minister undertook audit activities against the taxpayer for transfer pricing concerns. On December 21, 2011, the Minister issued a requirement on the taxpayer for foreign-based information under subsection 231.6(2) for its relationship with the Bahamian corporations. The taxpayer argued that many of the questions touched on matters that were confidential or proprietary in nature and sought a judicial review of the requirement.

The taxpayer's application was dismissed. Information the Minister sought from the taxpayer was necessary to determine and verify information that was already provided. The link between information and documentation requested and the purposes of the audit was also both obvious and reasonable. The requirement issued did not inadvertently capture irrelevant business dealings of the four Bahamian companies, and any proprietary or sensitive character of information was not a reason for finding a notice of requirement unreasonable. Lastly, while the Bahamian companies and its owner were not compellable, the taxpayer's inability to substantially comply with the requirement could lead to future negative consequences for the taxpayer.

¶48,400, *Soft-Moc Inc.*, 2013 DTC 5069

Taxpayer allowed partial claim to CCTBs and GST credits for three children

The taxpayer appealed the Minister's determinations that she was only partially permitted claims to the Canada Child Tax Benefits ("CCTBs") and Goods and Services Tax Credits ("GSTCs") for her three children for 2008 to 2010. The taxpayer separated from her spouse in March 2009. Sometime in 2012, she was informed that she had been overpaid and the Minister requested a return of overpaid amounts. At the time of separation, the taxpayer and her former spouse agreed that she would be entitled to CCTBs and GSTCs in lieu of spousal support. The taxpayer had shared custody of the children and periodically would have only visitation rights.

The taxpayer's appeal was allowed in part. The taxpayer's spouse was the eligible individual to receive CCTBs for two of the children from July 2009 to April 2010 and from April 2011 to June 2012. The taxpayer was the primary caregiver and the eligible individual for the third child in July and August 2009. The third child, however, started to reside with the taxpayer in October and November 2009, and thereafter the taxpayer was the eligible individual to receive the CCTBs until the child turned 18 years old in February 2011. While the taxpayer and her spouse had an agreement as to who would receive CCTBs and GSTCs, there is no provision in section 122.6 that would allow such an

agreement to override the legislative provisions.

¶48,401, *Desmarais*, 2013 DTC 1087

RRSP proceeds transferred to separated wife on death of husband not subject to joint liability for husband's debts

The taxpayer became the designated beneficiary of her husband's RRSP policy in 1990. The taxpayer and her husband separated in 1996 and remained separated but not divorced at the time of his death in 2002. At the time of his death, the husband owed taxes of $437,000. The taxpayer was originally assessed for $122,974 (and later reduced to $75,135) for taxes her husband owed on the basis that he had transferred property, i.e., the RRSP proceeds, for no consideration, to her at his death, at which time he was liable for taxes. The taxpayer appealed the assessment.

The appeal was allowed. The taxpayer correctly argued that the proceeds of the RRSP vested in her at her husband's death and by virtue of the *Succession Law Reform Act* were removed from her husband's estate. In considering the joint liability provisions, there must be a transfer of property at a time when the transferor is liable for taxes and the parties are not dealing at arm's length. At the time of his death, her husband was liable for taxes and there was a transfer of property to the taxpayer as of the date of his death, but the proceeds of the RRSP did not form part of his estate but came directly to the taxpayer. His death brought an end to the marriage and accordingly, the parties were not related at the time of the transfer, nor was the taxpayer deemed to be dealing at non-arm's length with her former spouse as the RRSP proceeds did not devolve to her through the estate. The respondent's argument that the taxpayers were related at the date the taxpayer became the designated beneficiary was irrelevant as the relevant time was the date of transfer, at which time the parties were not related. The criteria for imposing the joint liability provisions on the taxpayer were not met.

¶48,402, *Kiperchuk*, 2013 DTC 1088

Taxpayer required to include support payments from former husband in income since she had discretion over use

The taxpayer and her husband were separated in 2008 and divorced in 2009. Under the terms of their separation agreement approved by the Quebec Superior Court, the husband was required to pay the taxpayer weekly support payments of $420 commencing November 10, 2008 (the "Support Payments"). Conversely, the taxpayer was entitled to the occupation of the matrimonial home until its sale, but was required to pay the costs of its maintenance, including taxes, mortgage payments, and insurance. On reassessment, the Minister included in the taxpayer's income for 2009 the Support Payments she received during 2009. The taxpayer appealed to the Tax Court of Canada and the husband was added as a party to the appeal.

The taxpayer's appeal was dismissed. The only issue was whether the taxpayer had "discretion as to the use of" the Support Payments within the meaning of the definition of "support amount" in subsection 56.1(4). The taxpayer's obligation to defray the maintenance costs associated with the matrimonial home was simply a concomitant of her use of that home. That obligation, however, did not mean that she did not have discretion as to the use of the Support Payments, applying the criteria set out in *Pascoe v. The Queen* (75 DTC 5427). The Support Payments were therefore properly included in her income. The Minister's reassessment was affirmed accordingly.

¶48,404, *Larivière*, 2013 DTC 1092

Corporate taxpayer's appeal dismissed because it took inconsistent positions in notice of objection and notice of appeal

The corporate taxpayer was a "large corporation" as defined in subsection 225.1(8). The taxpayer reported a deemed dividend of $52,912,264 in its income for 1995 under the provisions of subsection 84(3). On reassessment, the Minister reduced the amount by $25,332,237 to approximately $28 million and reduced the applicable Part IV tax accordingly. In a notice of objection, the taxpayer objected to this reduction and the Minister disallowed the notice of objection. In its notice of appeal filed with the Tax Court of Canada, the taxpayer argued that the $28 million remaining in its income for 1995 should be removed altogether and included in its 1993 income. The Minister moved for an order dismissing the taxpayer's appeal on the ground that the relief being sought was not the same as that which had been sought in its notice of objection, which was contrary to the *Large Corporation Rules* regarding appeals contained in

subsections 152(4.4), 165(1.11), and 169(2.1).

The Minister's motion was granted. The reasoning advanced by the Minister in support of his motion was sound. Conversely, the taxpayer's position in its notice of appeal amounted virtually to accepting the Minister's position that the $25,372,237 should be removed from its income for 1995, whereas in its notice of objection it had objected to that removal. In its notice of appeal, moreover, the taxpayer was now seeking to remove the remaining $28 million from its 1995 income as well, which amounted to a "full reconstruction" of its income for 1995. This approach involved precisely the type of pleading that the *Large Corporation Rules* are intended to prevent.

¶48,406, *Bakorp Management Ltd.*, 2013 DTC 1094

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For CCH Canadian Limited

Robin Mackie, Director of Editorial
Tax, Accounting and Financial Planning
(416) 228-6135
e-mail: Robin.Mackie@wolterskluwer.com

Natasha Menon, Content Product Manager
Tax, Accounting and Financial Planning
(416) 224-2224, ext. 6360
email: Natasha.Menon@wolterskluwer.com

CCH Canadian Limited
300-90 Sheppard Avenue East
Toronto ON M2N 6X1
416 224 2248 · 1 800 268 4522 tel
416 224 2243 · 1 800 461 4131 fax
www.cch.ca

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