

Docket: 2011-839(GST)I

BETWEEN:

CONSTRUCTION S.Y.L. TREMBLAY INC.,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

[OFFICIAL ENGLISH TRANSLATION]

Appeal heard on July 19, 2013, at Montréal, Quebec

Before: The Honourable Justice Paul Bédard

Appearances:

Counsel for the appellant: Stéphane Rivard

Counsel for the respondent: Daniel Cantin

JUDGMENT

The appeal from the assessment made with regard to the goods and services tax under Part IX of the *Excise Tax Act*, for the period from January 1, 2000, to June 30, 2008, is dismissed, in accordance with the attached Reasons for Judgment.

Signed at Ottawa, Canada, this 17th day of December 2013.

"Paul Bédard"

Bédard J.

Translation certified true
on this 19th day of March 2013.
Elizabeth Tan, Translator

Citation: 2013 TCC 406
Date: 20131217
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REASONS FOR JUDGMENT

Bédard J.

[1] The Minister of National Revenue (the Minister) issued a notice of assessment pursuant to Part IX of the *Excise Tax Act* (the ETA) for the period from January 1, 2000, to June 30, 2008 (the period in question) that reflected the following corrections:

	GST	QST	Act	
Tax collected and not remitted	16,332.42	21,151.10	228 ETA	437 QSTA
Benefits – car	2,591.46	3,241.74	173 ETA	290, 292 QSTA
Total taxes owing	18,913.88	24,392.84		
Unclaimed input (conciliation)	(9,650.59)	(12,011.92)	169 ETA	201 QSTA
Disallowed input				
Non-compliant invoices	1,821.24	2,163.14	169 ETA	201 QSTA
Invoices of convenience	33,179.09	38,037.45	169 ETA	201 QSTA
Penalty	9,372.22	9,627.99	285 ETA	59.3 AMR

The appellant is appealing from this assessment.

[2] I must note that the appellant's challenge is solely on the input tax credits (ITCs) related to the supplies of goods and services it allegedly acquired from six suppliers named at paragraph 14 of the Reply to the Notice of Appeal (the dubious suppliers).

[3] In making the assessment, among other things, the Minister relied on the conclusions and assumptions of fact listed at paragraphs 12 to 17 of the Reply to the Notice of Appeal, which state the following:

[TRANSLATION]

12. The appellant operates a post-disaster repair business and deals with insurance companies;
13. The sub-contractors the appellant deals with are suppliers of invoices of convenience;
14. The list of accommodating sub-contractors is as follows:

- Les entreprises Pro-Plus Inc.

ITCs of \$9,902 were disallowed. From January 2004 to December 2004, this business participated in an invoice of convenience scheme as a mixed accommodator, meaning transactions between the appellant and Pro-Plus do not reflect the actual transactions between the two parties because there was no supply and some invoices were non-compliant;

- Constructions 3 Étoiles Inc.

ITCs of \$17,894.88 were disallowed. From March 2001 to August 2002, this company also participated in a mixed invoice of convenience scheme. There was no supply or valid invoice;

- Yvon Dubé

ITCs of \$1,470 were disallowed. Mr. Dubé does not carry out commercial activities. He provides financial services and his income is GST exempt.

- Entrepreneur D.F. Inc.

ITCs of \$299.25 were disallowed. (Period of January 2006). This company's records do not mention the appellant.

- Les constructions Boutin Inc.

ITCs of \$861 were disallowed. (Period of April 2004). This company's records do not mention the appellant.

- Julie Séguin (Gestion Jacoby)

ITCs of \$2,751.96 were disallowed. (Period of April 2004 to August 2004). This business does not conduct any commercial activity.

15. It is clear in light of the facts available in the file that work was not executed by the sub-contractors in question;
16. There is no doubt that the appellant did not act in good faith and was part of an invoices of convenience scheme;
17. The appellant knowingly or in circumstances amounting to gross negligence made false statements or omissions in its return with regard to the calculation of the net tax it reported during the period in question;

[4] The first issue to address in this appeal is whether the appellant was eligible for ITCs of \$33,179.09 in the calculation of its net tax for the period in question. As underlying issues, the Court must determine:

- (i) whether the appellant truly acquired from the six dubious suppliers the supplies for which it claimed ITCs of \$33,179.09 in the calculation of its net tax;
- (ii) whether the invoices allegedly prepared by the appellant's dubious suppliers meet the requirements set out in the ETA and the *Input Tax Credit Information (GST/HST) Regulations* (the Regulations).

The second issue to address in this appeal is whether the Minister was correct in imposing the penalty provided under section 285 of the ETA.

Sylvain Tremblay's testimony

[5] Mr. Tremblay essentially reported the following:

- (i) during the period in question, he was the sole officer and director of the appellant, which has always operated a construction business;

- (ii) during the period in question, the appellant mainly repaired single-family residences that were damaged by fire or flood. The appellant's services were mainly retained by various insurance companies. Mr. Tremblay described the various steps resulting in a contract with an insurance company after a disaster: the insurance company sends a disaster expert to the site of the disaster. The disaster expert retains the services of an estimator who establishes the specifications, giving a detailed quote of the work to be completed with an estimate of the cost. Mr. Tremblay conducted his own estimation of costs. Then, Mr. Tremblay and the disaster expert negotiated the details of the cost and the work to perform, using the specifications established by the estimator. In my opinion, the specifications (once an agreement was reached on the cost) constituted the written contract between the appellant and the insurance company. Once the agreement was entered into, the appellant could begin carrying out the work according to the specifications.
- (iii) during the period in question, the appellant did not have any employees. All the work it agreed to execute was contracted out to sub-contractors;
- (iv) during the period in question, Mr. Tremblay regularly went to the appellant's work sites to talk to the sub-contractors (and sometimes with the disaster experts and victims) about the work to be done and the progress made;
- (v) in all the contracts granted by the insurance companies, the appellant and Mr. Tremblay never received any commission or bribe. Mr. Tremblay added that the appellant always paid its sub-contractors by cheque;
- (vi) the appellant prepared an estimate (that described in detail the work to be done and estimated the amount to be paid to the sub-contractor) that was initialled by the sub-contractor whose services were retained. In my opinion, this estimate constituted the written contract between the appellant and the sub-contractor in question (see transcript, pp. 76-78);
- (vii) Mr. Tremblay did not perform any verifications (with the CSST, the CCQ, the Régie du bâtiment du Québec or with the Registraire des entreprises) of the dubious sub-contractors before granting them contracts. He did not even verify whether the registration number they

were assigned in accordance with subsection 241(1) of the ETA was valid;

- (viii) Mr. Tremblay never verified where the cheques drawn on the appellant's bank account payable to the dubious suppliers were cashed. When he received a call from a cheque cashing business wishing to conduct a verification on a dubious supplier (he did not clarify which dubious suppliers had been the subject of such calls) he immediately stopped dealing with this sub-contractor. He added that he was never notified that Les Entreprises Pro-Plus Inc. (Pro-Plus), Les Constructions Boutin Inc. (Boutin Inc.) and Constructions 3 Étoiles (Trois Étoiles) cashed cheques payable to them drawn on the appellant's bank account at cheque cashing businesses (see transcript, p. 174).

[6] Additionally, Mr. Tremblay stated the following regarding Trois Étoiles:

- (i) contracts the appellant granted to Trois Étoiles were related to the installation of ceramic, drywall, cupboards and stairs;
- (ii) the only person he spoke to from Trois Étoiles was Gaétan Lefebvre who had been introduced by his brother-in-law. Mr. Tremblay explained that he thought Trois Étoiles was owned by two people, including Mr. Lefebvre (see transcript, p. 87, lines 27 and 28);
- (iii) all the cheques payable to Trois Étoiles on the appellant's bank account were given to Mr. Lefebvre in person;
- (iv) Mr. Tremblay himself completed certain invoices for Trois Étoiles, at the request of Mr. Lefebvre when he was too busy to do it;
- (v) the work related to the contracts the appellant granted to Trois Étoiles was performed by Mr. Lefebvre and other employees of Trois Étoiles, who were always supervised by Mr. Lefebvre;
- (vi) the appellant was often paid by the insurer one to six months after the work was completed. The insurer sometimes made progressive payments. It was the appellant that financed the sub-contractors such as Trois Étoiles (see transcript, p. 100). Mr. Lefebvre also occasionally asked Mr. Tremblay for a cash advance (see transcript, pp. 32, 99);

- (vii) Mr. Tremblay recently learned that Mr. Lefebvre was being audited and had declared bankruptcy. He added that he did not know that Trois Étoiles had been removed from the enterprise register and its registration number (assigned in accordance with subsection 241(1) of the ETA) was not longer valid (see transcript, pp. 102-103);

[7] Moreover, Mr. Tremblay noted the following elements with regard to Pro-Plus:

- (i) the contracts the appellant granted to Pro-Plus were mainly related to the installation of drywall and filling joints;
- (ii) the only person Mr. Tremblay spoke to from Pro-Plus was Mr. Morin. Mr. Tremblay added that Mr. Morin told him that Pro-Plus was [TRANSLATION] "his company". The appellant granted Pro-Plus four or five contracts over a four of five year period;
- (iii) Mr. Tremblay did not know whether the work related to the contracts granted to Pro-Plus was performed by Pro-Plus employees or sub-contractors;
- (iv) Mr. Tremblay himself prepared a Pro-Plus invoice. He explained that he regularly prepared the suppliers' invoices when their employees were illiterate. I must note that Mr. Tremblay did not identify these illiterate employees;
- (v) the appellant did not grant any contracts to Pro-Plus after it received a letter explaining that Pro-Plus owed more than \$1.5 million in goods and services tax.

[8] Moreover, Mr. Tremblay's testimony about Entrepreneur D.F. Inc. (DF) essentially indicates that he [TRANSLATION] "did not remember this company". He thinks it was probably a company that had offered its services and he decided to give them a try. Mr. Tremblay added that the quality of the work performed by DF was not acceptable because the appellant only granted it one contract.

[9] Lastly, Mr. Tremblay noted the following with regard to Yvon Dubé:

- (i) Mr. Dubé was an intermediary whose role was to convince owners of residences damaged by disasters to grant the appellant a contract for

repairs. Mr. Tremblay explained that Mr. Dubé allegedly found five such contracts for the appellant during the period in question. Mr. Tremblay also explained that the appellant paid Mr. Dubé a commission for each repair contract the appellant obtained through him (payable after the work was completed. Mr. Tremblay added that the disaster victims involved required Mr. Dubé to ensure that the repair work was properly carried out by the appellant;

- (ii) Mr. Tremblay had known Mr. Dubé since the early 2000s. Mr. Dubé was introduced by Gérard Gingras, a former business partner. Mr. Tremblay added that he no longer [TRANSLATION] "heard anything about Mr. Dubé" and did not know where he lived.

[10] Mr. Tremblay's testimony about Les Constructions Boutin Inc. (Boutin Construction) indicates that his contact with this company was Gilles Séguin. Mr. Tremblay explained that his efforts to contact Mr. Boutin and his daughter, to have them testify, were unsuccessful.

Mr. Lefebvre's testimony

[11] Mr. Lefebvre corroborated Mr. Tremblay's testimony about Trois Étoiles and himself. However, he added that:

- (i) he is a [TRANSLATION] "carpenter foreman";
- (ii) he worked for Trois Étoiles [TRANSLATION] "with a commission on the net profit" (see transcript, p. 142) for 4 to 5 years;
- (iii) the director of Trois Étoiles with whom he interacted during the period in question was [TRANSLATION] "someone called Jacques...oh boy! Jacques... not Riendeau. Anyway, the head office was on montée St-Hubert." There was also another director, called "Joe" (see transcript, p. 143);
- (iv) Mr. Lefebvre could not enter into a contract on behalf of Étoiles without the approval of "Jacques";
- (v) considering that near the end of his relationship with his employer, Mr. Lefebvre feared he would not be paid, he required that the appellant pay his employer's invoices with cheques to the joint order of his

employer and himself. He explained that he did not give the cheque to his employer (after he signed it) until after he was paid by his employer. I immediately note that Mr. Lefebvre was unable to explain why the appellant had issued cheques to the joint order of Trois Étoiles and himself from the beginning of its relationship with his employer (in this case, in 1999 and 2000) (see transcript, p. 148). I would add that the evidence showed that almost all the cheques drawn on the appellant's bank account to pay Trois Étoiles's invoices were to the joint order of these persons;

- (vi) Mr. Lefebvre had [TRANSLATION] "cashed maybe one or two cheques at the beginning" at cheque cashing businesses (see transcript, p. 154). I note that Mr. Lefebvre had previously stated that he did not go to "cheque-cashing centres" (see transcript, p. 145);
- (vii) he ended his relationship with Trois Étoiles because [TRANSLATION] "it was no longer working the way he wanted" and "it was a lot of travel to get to the work sites" (see transcript, pp. 145-150);
- (viii) Mr. Lefebvre knew Mr. Dubé and the nature of his work. He also knew Pro-Plus because his son and his best friend were employees of that company.

Mr. Fugère and Ms. Roy's testimony

[12] Their testimony indicates that:

- (i) the dubious suppliers were all, for at least part of the period in question, in default of at least one tax law;
- (ii) the supplies listed on the invoices the appellant filed to evidence are not described in sufficient detail;
- (iii) certain supporting documents (for the ITCs claimed) by a given supplier do not have a numerical sequence;
- (iv) many cheques written by the appellant and payable to these dubious suppliers were cashed at a cheque cashing business.

Analysis and conclusion

[13] *Hickman Motors Ltd. v. Canada*, [1997] 2 S.C.R. 336, indicates that the Minister relies on assumptions to make assessments and the taxpayer has the initial burden of demolishing the Minister's assumptions. This is met when the taxpayer makes out at least a *prima facie* case demolishing the Minister's assumptions. Then, after the taxpayer has met the initial burden, the onus shifts to the Minister to rebut the *prima facie* case made by the taxpayer and prove the assumptions. As a general rule, a *prima facie* case is one with evidence that establishes a fact until the contrary is proven. In *Stewart v. M.N.R.*, [2000] T.C.J. No. 53 (QL), Judge Cain stated that "[A] *prima facie* case is one supported by evidence which raises such a degree of probability in its favour that it must be accepted if believed by the Court unless it is rebutted or the contrary is proved." Moreover, in *Orly Automobiles Inc. v. Canada*, 2005 FCA 425, at paragraph 20, the Federal Court of Appeal stated that "the burden of proof put on the taxpayer is not to be lightly, capriciously or casually shifted", considering "[i]t is the taxpayer's business." The Federal Court of Appeal also stated in the same decision that it is the taxpayer who "knows how and why it is run in a particular fashion rather than in some other ways... He has information within his reach and under his control." As a result, the appellant in this case must demonstrate a *prima facie* case that it actually purchased the supplies from the dubious suppliers... Lastly, the appellant must also show that the invoices allegedly issued by the dubious suppliers meet the requirements of the ETA and the Regulations.

[14] The issue now is the following: was the evidence submitted by the appellant sufficient to demolish the Minister's assumptions? Since the evidence submitted by the appellants was essentially based on the testimony of Mr. Tremblay and Mr. Lefebvre, we will analyze their probative value.

[15] In assessing the evidence submitted by the appellant, it is essential to make note of the failure to call certain individuals to testify (including the directors of the dubious sub-contractors during the period in question, experts in the types of disasters involved, the estimators involved and the owners of the single-family dwellings involved) and to submit documentary evidence (such as the plans for the work to be done and the estimates initialled by the appellant and dubious sub-contractors) in support of Mr. Tremblay's statements. When the appellant claimed that attempts to call certain people to testify were unsuccessful, it should at least have explained what steps were taken. In *Huneault v. The Queen*, 98 DTC 1488, at paragraph 25, my colleague Judge Lamarre recalled certain observations made by Sopinka and Lederman in their treatise "The Law of Evidence in Civil Cases" cited

by Judge Sarchuk of this Court in *Enns v. M.N.R.*, No. APP-192(IT), February 17, 1987, 87 DTC 208, at page 210:

[TRANSLATION]

In *The Law of Evidence in Civil Cases*, by Sopinka and Lederman, the authors comment on the effect of failure to call a witness and I quote:

In *Blatch v. Archer*, (1774), 1 Cowp. 63, at p. 65, Lord Mansfield stated:

"It is certainly a maxim that all evidence is to be weighed according to the proof which it was in the power of one side to have produced, and in the power of the other to have contradicted."

The application of this maxim has led to a well-recognized rule that the failure of a party or a witness to give evidence, which it was in the power of the party or witness to give and by which the facts might have been elucidated, justifies the court in drawing the inference that the evidence of the party or witness would have been unfavourable to the party to whom the failure was attributed.

In the case of a plaintiff who has the evidentiary burden of establishing an issue, the effect of such an inference may be that the evidence led will be insufficient to discharge the burden. (*Lévesque et al. v. Comeau et al.* [1970] S.C.R. 1010, (1971), 16 D.L.R. (3d) 425)

[16] We will now examine the probative value of the testimony of those who supported the appellant's position. Mr. Lefebvre testified that he executed all the contracts for his employer that had been granted by the appellant (sometimes alone, sometimes with other Trois Étoiles employees). I find it hard to grant any probative value to Mr. Lefebvre's testimony because when he spoke of the nature of the work performed for the appellant and of his alleged employer's other employees, whom he apparently supervised on the appellant's work sites, he was deliberately vague and unclear; the testimony was therefore unverifiable. Moreover, the fact he was unable to name any of the employer's directors, even after he claimed to be the superintendent for his employer for four years (specifically from 2000 to 2004) only increased my doubts about his credibility. Additionally, his testimony that it was only near the end of his relationship with his employer that he asked the appellant to pay his employer's invoices with cheques in his and his employer's names was contradicted by the evidence, which showed that this method was implemented in 2000 and continued until the relationship ended. The fact Mr. Lefebvre and his employer cashed substantial amounts at cheque cashing businesses and his employer was not in compliance with many tax laws (recall that Trois Étoiles's GST QST number was cancelled in August 2002) is revealing enough in itself. It is certainly not

by presenting such a witness that the appellant could hope to convince me that services were actually rendered by Trois Étoiles.

[17] I do not find Mr. Tremblay's testimony any more probative or credible considering the following:

- (i) his testimony was deliberately vague and unclear, and therefore unverifiable with respect to the following elements:
 - 1. the exact nature of the work performed by the dubious suppliers. On this, the appellant could have submitted the estimates to evidence, which Mr. Tremblay's testimony (see para. 5(ii)) indicates were signed by the appellant and the sub-contractor involved. Moreover, these estimates described the details of the type of work the sub-contractor in question was to perform and the consideration that would be received for the work performed. The estimate, in my opinion, constituted the contract between the parties, a very detailed contract in all respects. In my opinion, the submission of these estimates was essential in the circumstances. The appellant did not feel it was necessary to submit them to evidence when it was able to do so. I infer from this that the evidence would have been unfavourable;
 - 2. Mr. Tremblay testified that he stopped using the services of a dubious supplier when a cheque cashing business called him for background verifications. Once again, Mr. Tremblay did not feel it was necessary to clarify which dubious suppliers were the subjects of such calls or when these calls were made;
- (ii) the contradictions between Mr. Tremblay's testimony and the statements made to Ms. Roy (recorded as Exhibits I-2, 3.15 and 3.16 submitted to evidence) (see page 232 of the transcript);
- (iii) there was no verification of where the cheques drawn on the appellant's bank account payable to the dubious suppliers were cashed (and he knew almost nothing about the suppliers) even after having received calls from the cheque cashing businesses that wanted to conduct background verifications. These calls should have raised suspicions and caused the appellant, from the first call from a cheque cashing business, to verify where the other suppliers, whom he knew nothing about,

cashed the cheques issued by the appellant considering Mr. Tremblay admitted that he knew a supplier who cashed cheques in this manner is not likely upstanding. The appellant certainly cannot rely on good faith here, not even for the very first call from a cheque cashing business.

- (iv) the fact there was no verification with the CCQ or the CSST of the hours of work of the dubious suppliers' employees. I can understand the practice of givers of work not conducting such verifications on suppliers they use regularly and whose integrity and financial stability are known. However, I find not verifying suppliers who are almost completely unknown difficult to explain considering the significant financial consequences that could result for the givers of work. Indeed, anyone giving work who does not seek status letter from the CCQ and the CSST could be held solidarily liable with their sub-contractors for the assessments that should have been paid by the sub-contractors;
- (v) the fact the appellant conformed to Mr. Lefebvre's payment directive without asking questions. Indeed, the appellant, at Mr. Tremblay's request, prepared cheques to the joint order of Trois Étoiles and Mr. Lefebvre because he wanted to be sure he was paid by Trois Étoiles. An ordinarily cautious contractor would not have accepted such a directive, considering he testified that he knew Mr. Lefebvre had a partner at Trois Étoiles.

[18] The following question must now be answered: do the invoices issued by the dubious suppliers meet the requirements prescribed under the ETA and the Regulations?

[19] First, the two following questions must be asked:

- a. What is the purpose of the Regulations?
- b. Are the requirements of the Regulations mandatory and should they be strictly enforced?

[20] On this, I concur with Justice Bowie when he states the following in *Key Property Management Corp. v. The Queen*, 2004 TCC 210:

The whole purpose of paragraph 169(4)(a) and the *Regulations* is to protect the consolidated revenue fund against both fraudulent and innocent incursions. They

cannot succeed in that purpose unless they are considered to be mandatory requirements and strictly enforced. The result of viewing them as merely directory would not simply be inconvenient, it would be a serious breach of the integrity of the statutory scheme

[21] On this, I also agree with Justice Campbell when she states the following in *Davis v. The Queen*, 2004 TCC 662:

Because of the very specific way in which these provisions are worded, I do not believe they can be sidestepped. They are clearly mandatory and the Appellant has simply not met the technical requirements which the *Act* and the *Regulations* place upon him as a member of a self-assessing system.

It is important to note that the Federal Court of Appeal affirmed, in *Systematix Technology Consultants Inc. v. Canada*, 2007 FCA 226, the positions of Justices Bowie and Campbell in this respect.

[22] Section 3 of the Regulations state the following:

3. For the purposes of paragraph 169(4)(a) of the Act, the following information is prescribed information:

(a) where the total amount paid or payable shown on the supporting documentation in respect of the supply or, if the supporting documentation is in respect of more than one supply, the supplies, is less than \$30,

(i) the name of the supplier or the intermediary in respect of the supply, or the name under which the supplier or the intermediary does business,

(ii) the name of the supplier or the intermediary in respect of the supply, or the name under which the supplier or the intermediary does business,

(iii) where an invoice is not issued in respect of the supply or the supplies, the date on which there is tax paid or payable in respect thereof, and

(iv) the total amount paid or payable for all of the supplies;

(b) where the total amount paid or payable shown on the supporting documentation in respect of the supply or, if the supporting documentation is in respect of more than one supply, the supplies, is \$30 or more and less than \$150,

(i) the name of the supplier or the intermediary in respect of the supply, or the name under which the supplier or the intermediary does

business, and the registration number assigned under subsection 241(1) of the Act to the supplier or the intermediary, as the case may be,

- (ii) the information set out in subparagraphs (a)(ii) to (iv),
- (iii) where the amount paid or payable for the supply or the supplies does not include the amount of tax paid or payable in respect thereof,
 - (A) the amount of tax paid or payable in respect of each supply or in respect of all of the supplies, or
 - (B) where provincial sales tax is payable in respect of each taxable supply that is not a zero-rated supply and is not payable in respect of any exempt supply or zero-rated supply,
 - (I) the total of the tax paid or payable under Division II of Part IX of the Act and the provincial sales tax paid or payable in respect of each taxable supply, and a statement to the effect that the total in respect of each taxable supply includes the tax paid or payable under that Division, or
 - (II) the total of the tax paid or payable under Division II of Part IX of the Act and the provincial sales tax paid or payable in respect of all taxable supplies, and a statement to the effect that the total includes the tax paid or payable under that Division,
- (iv) where the amount paid or payable for the supply or the supplies includes the amount of tax paid or payable in respect thereof and one or more supplies are taxable supplies that are not zero-rated supplies,
 - (A) a statement to the effect that tax is included in the amount paid or payable for each taxable supply,
 - (B) the total (referred to in this paragraph as the “total tax rate”) of the rates at which tax was paid or payable in respect of each of the taxable supplies that is not a zero-rated supply, and
 - (C) the amount paid or payable for each such supply or the total amount paid or payable for all such supplies to which the same total tax rate applies, and
- (v) where the status of two or more supplies is different, an indication of the status of each taxable supply that is not a zero-rated supply; and

(c) where the total amount paid or payable shown on the supporting documentation in respect of the supply or, if the supporting documentation is in respect of more than one supply, the supplies, is \$150 or more,

- (i) the information set out in paragraphs (a) and (b),
- (ii) the recipient's name, the name under which the recipient does business or the name of the recipient's duly authorized agent or representative,
- (iii) the terms of payment, and
- (iv) a description of each supply sufficient to identify it.

[Emphasis added]

[23] In this case, the evidence showed that the amount paid for each of the supplies by the dubious suppliers was \$150 or more. As a result, the invoices the appellant submitted to evidence were to contain a description sufficient to identify each supply, among other things. Since the purpose of paragraph 169(4)(a) of the ETA and the Regulations is to protect the consolidated revenue fund against both fraudulent and innocent incursions, I feel that a description is sufficient when it allows the Agency to identify the work performed by the suppliers. In my opinion, invoices the appellant submitted to evidence cannot meet the condition set out at sub-paragraph 3(c)(iv) of the Regulations unless they contain the following information:

- (i) the exact place the supplier in question rendered services. By exact place, I mean the street address where the work was carried out;
- (ii) the exact nature of the supply. In this case, the invoices could have referred to the estimates that, I repeat, described the exact nature of the work to be carried out and the payment conditions.

[24] My review (see appendices) of all the invoices submitted to evidence led me to find that none of them meet section 169 of the ETA and the Regulations because in each, at least one mandatory element of information is missing. As a result, the appellant cannot claim the ITCs related to these invoices.

[25] The following question must now be answered: did the Minister meet his burden pursuant to section 285 of the ETA? Since I am convinced that the appellant did not truly acquire the supplies for which it claimed ITCs in its net tax calculation,

the Minister met his burden of proof as set out in section 285 of the ETA. I note that the appellant did not present any arguments on this.

[26] For all these reasons, the appeal is dismissed.

Signed at Ottawa, Canada, this 17th day of December 2013.

"Paul Bédard"

Bédard J.

Translation certified true
on this 19th day of March 2014.
Elizabeth Tan, Translator

APPENDIX A

Constructions 3 Étoiles Inc												
Regulation	Sufficient information	Invoice 1033 (p.9.20)	Invoice 1034 (p.9.21)	Invoice 1035 (p.9.22)	Invoice 1036 (p.9.23)	Invoice 1037 (p.9.24)	Invoice 1038 (p.9.25)	Invoice 1040 (p.9.26)	Invoice 3358 (p.9.27)	Invoice 3360 (p.9.28)	Invoice 3365 (p.9.29)	Invoice 3377 (p.9.30)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	March 30, 2001	June 12 and 13, 2001	June 7, 2001	June 8, 2001	June 14, 2001	July 5, 2001	June 18, 2001	June 29, 2001	No	Sept 10, 2001	Sept 20, 2001
	Date of cheque		June 14, 2001	June 7, 2001				June 18, 2001	July 5, 2001	July 11, 2001	Sept 13, 2001	Sept 26, 2001
	Amount before taxes	\$52,597.62	\$1,570.00	\$1,038.00	\$8,289.00		\$9,631.80	n/a	\$990.00	\$1,738	\$839.00	\$1,152.00
3(c)(i), 3(a)(iv)	Amount of GST	\$3,681.83	\$108.15	\$72.66	\$580.23		\$674.23	Tax included	\$69.30	\$121.66	\$62.92	\$86.40
	Amount of QST	\$4,220.96	\$123.98	\$83.29	\$665.19		\$772.95	Tax included	\$79.44	\$139.47	\$63.13	\$86.68
3(c)(i), 3(a)(iv)	Amount paid or payable	\$60,500.41	\$1,802.13	\$1,193.95	\$9,534.42	Figures struck out	\$11,078.98	\$3,816.00	\$1,138.74	\$1,999.13	\$965.05	\$1,325.08
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheques	Cheque 198	Cheque 196	Cheques	Cheque 206, which refers to invoice 1040	Cheques	Cheque 206	Cheque 229	Cheque 254	Cheque 322	Cheque 338
	Cheque to the order of Gaétan Lefebvre and Constructions 3 Étoiles	No	Yes	Yes	Yes		No	Yes	Yes	Yes	Yes	No
	Cheque cashing	Cheque cashing	No	No	Cheque cashing		Cheque cashing	No	No	No	No	Cheque cashing

	centre	centre			centre		centre					centre
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (fire repair)	No (date, number of hours and people)	No (date, number of hours and people)	No (repair work from water damage)	No (sewer back-up work)	No (water damage work completed)	No (water damage work)	No (date, number of hours and people)	No (emergency work)	No (date, number of hours and people)	No (date, number of hours and people)

Constructions 3 Étoiles Inc											
Regulation	Sufficient information	Invoice 3381 (p.9.31)	Invoice 3356 (p.9.32)	Invoice 3361 (p.9.33)	Invoice 3383 (p.9.34)	Invoice 3387 (p.9.35)	Invoice 3389 (p.9.36)	Invoice 352752 (p.9.37)	Invoice 352751 (p.9.38)	Invoice 352754 (p.9.38)	Invoice 352756 (p.9.39)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Invalid #	Invalid #	Invalid #	Invalid #	Invalid #	No	No	No	No
3(c)(i), 3(b)(ii)	Date of invoice	No	May 6, 2002	May 6, 2002	April 19, 2002	March 10, 2002	May 6, 2002	June 12, 2002	June 12, 2002	June 13, 2002	July 7, 2002
	Date of cheque	November 15, 2001		May 7, 2002		March 13, 2002	May 10, 2002	June 14, 2002	June 14, 2002	June 14, 2002	July 9, 2002
	Amount before taxes	n/a	n/a	n/a	n/a	\$2,492.00	\$5,255.10	\$632.50	\$3,800.00	\$427.58	\$1,540.00
3(c)(i), 3(a)(iv)	Amount of GST	Tax included	Tax included	Tax included	Tax included	\$186.90	\$367.85	\$44.27	\$285.00	\$26.25	\$115.50
	Amount of QST	Tax included	Tax included	Tax included	Tax included	\$187.52	\$421.72	\$50.75	\$285.95	\$30.09	\$115.88
3(c)(i), 3(a)(iv)	Amount paid or payable	\$400.00	\$29,619.06	\$1,884.10	\$28,268.31	\$2,866.42	\$6,044.67	\$727.52	\$4,370.95	\$483.92	\$1,771.38
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 430	Cheques	Cheque 629	Cheques	Cheque 553	Cheque 633	Cheque 678	Cheque 678	Cheque 678	Cheque 720
	Cheque to the order of Gaétan Lefebvre and Constructions 3 Étoiles	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
	Cheque cashing centre	No	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	No	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	No	No (no street address)	Yes	Yes	No	No	No	No	Yes

3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (side door, pick-up in front)	No	No	No	No (date, number of hours and people)	No	No (date, number of hours and people)	No (date, number of hours and people)	No (date, number of hours and people)	No (extra for job)
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Constructions 3 Étoiles Inc					
Regulation	Sufficient information	Invoice 352755 (p.9.40)	Invoice 352753 (p.9.40)	Invoice 352757 (p.9.41)	Invoice 352765 (p.9.43)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	No	No	No	No
3(c)(i), 3(b)(ii)	Date of invoice	June 28, 2002	June 28, 2002	No	August 12, 2002
	Date of cheque	July 9, 2002	July 9, 2002	July 30, 2002	August 12, 2002
	Amount before taxes	\$1,622.50	\$420.00	\$2,575.00	\$1,112.50
3(c)(i), 3(a)(iv)	Amount of GST	\$121.68	\$31.50	\$193.12	\$83.43
	Amount of QST	\$122.09	\$31.60	\$193.77	\$83.71
3(c)(i), 3(a)(iv)	Amount paid or payable	\$1,866.27	\$483.10	\$2,961.89	\$1,279.64
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 720	Cheque 720	Cheque 749	Cheque 769
	Cheque to the order of Gaétan Lefebvre and Constructions 3 Étoiles	No	No	No	No
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	No (no street address)	Yes	No (no street address)	No
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (date, number of hours and people)	No (date, number of hours and people)	No (date, number of hours and people)	No (date, number of hours and people)

	(description sufficient to identify supply)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	and install w hite melamine kitchen cabinets)
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Julie Séguin (Gestion Jacoby)											
Regulation	Sufficient information	Invoice 203 (p.13.36)	Invoice 204 (p.13.37)	Invoice 205 (p.13.38)	Invoice 206 (p.13.39)	Invoice 207 (p.13.40)	Invoice 208 (p.13.41)	Invoice 209 (p.13.42)	Invoice 210 (p.13.43)	Invoice 211 (p.13.44)	Invoice 212 (p.13.45)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	No (according to I-2 April 13, 2004)	April 19, 2004	April 26, 2004	April 19, 2004	April 26, 2004	May 16, 2004	April 16, 2004	April 16, 2004	May 30, 2004	May 30, 2004
	Date of cheque	April 13, 2004	April 19, 2004	April 26, 2004	May 3, 2004	May 10, 2004	May 17, 2004	May 17, 2004	May 25, 2004	May 31, 2004	
	Amount before taxes	\$1,290	\$1,470.00	\$1,620.00	\$1,410.00	\$1,545.00	\$840.00	\$585.00	\$1,305.00	\$870.00	\$3,600.00
3(c)(i), 3(a)(iv)	Amount of GST	\$90.30	\$102.90	\$113.40	\$98.70	\$108.15	\$58.80	\$40.95	\$95.35	\$60.90	\$252.00
	Amount of QST	\$103.52	\$117.97	\$130.01	\$115.15	\$123.99	\$67.41	\$46.95	\$104.73	\$69.82	\$288.90
3(c)(i), 3(a)(iv)	Amount paid or payable	\$1,433.82	\$1,690.87	\$1,863.41	\$1,621.85	\$1,777.14	\$966..21	\$672.90	\$1,501.08	\$1,000.72	\$4,140.90
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 1825	Cheque 1844	Cheque 1879	Cheque 2004	Cheque 2013	Cheque 2054	Cheque 2054	Cheque 2064	Cheque 2074	Cheques 2014 and 2073
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Illegible	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	No	No	No	No	Yes	Yes	No	No (crossed out)	Yes	Yes
3(c)(iv)	Nature of the supply	No (Carpentry)	No (Carpentry)	No (Carpentry)	No (Carpentry)	No (Carpentry)	No (Carpentry)	No (Carpentry)	No (Carpentry)	No (Carpentry)	Yes (Provide and

	(description sufficient to identify supply)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	w ork)	install w hite melamine kitchen cabinets)
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Julie Séguin (Gestion Jacoby)											
Regulation	Sufficient information	Invoice 213 (p.13.47)	Invoice 214 (p.13.48)	Invoice 215 (p.13.49)	Invoice 216 (p.13.51)	Invoice 217 (p.13.52)	Invoice 218 (p.13.53)	Invoice 220 (p.13.54)	Invoice 221 (p.13.56)	Invoice 223 (p.13.57)	Invoice 224 (p.13.58)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	June 6, 2004	June 13, 2004	June 13, 2004	June 20, 2004	June 27, 2004	July 4, 2004	May 16, 2004	July 15, 2004	August 8, 2004	No (according to I-2: June 16, 2004)
	Date of cheque	June 7, 2004	June 14, 2004		June 21, 2004	June 28, 2004	June 4, 2004	July 16, 2004	July 16, 2004	August 9, 2004	August 16, 2004
	Amount before taxes	\$1,365.00	\$390.00	\$6,942.00	\$465.00	\$2,505.00	\$1,770.00	\$952.50	\$4,300.00	\$300.00	\$1,275.00
3(c)(i), 3(a)(iv)	Amount of GST	\$95.55	\$27.30	\$485.94	\$32.55	\$175.35	\$123.90	\$66.68	\$301.00	\$21.00	\$95.63
	Amount of QST	\$109.54	\$31.30	\$557.10	\$37.32	\$201.03	\$142.04	\$76.44	\$345.08	\$24.08	\$95.94
3(c)(i), 3(a)(iv)	Amount paid or payable	\$1,570.09	\$448.60	\$7,985.04	\$534.87	\$2,881.38	\$2,035.94	\$1,179.02	\$4,601.00 (should have been \$4,946.08)	\$345.08	\$1,466.57
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 2094	Cheque 2125	Cheques 2071 and 2126	Cheque 2138	Cheque 2150	Cheque 2161	Cheque 2191	Cheques 2098 and 2190	Cheque 2213	Cheque 2220
	Cheque cashing centre	Cheque cashing centre	No	No	No	No	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to)	No	No	No (no town or street)	No (no street address)	No	No	No	No (no street address)	No	Yes

	identify supply)										
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (Carpentry work)	No (Carpentry work)	Yes (Construct and install listed items)	No (Carpentry work)	No (Carpentry work)	No (Carpentry work)	No (Carpentry work)	Yes (provide and install a set of cherry kitchen cabinets)	No (Carpentry work)	Yes (Carpentry work – demolition)

Regulation	Sufficient information	Invoice 225 (p.13.59)	Invoice 226 (p.13.60)	Invoice 229 (p.13.61)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	No (According to I-2: August 16, 2004)	August 23, 2004	August 30, 2004
	Date of cheque	August 16, 2004	August 23, 2004	August 30, 2004
	Amount before taxes	\$405.00	\$2,077.50	\$1,342.50
3(c)(i), 3(a)(iv)	Amount of GST	\$30.37	\$145.42	\$93.97
	Amount of QST	\$30.48	\$166.72	\$107.73
3(c)(i), 3(a)(iv)	Amount paid or payable	\$465.85	\$2,389.64	\$1,544.20
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 2220	Cheque 2232	Cheque 2254
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	No	No	No
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (Carpentry work)	No (Carpentry work)	No (Carpentry work)

Les entreprises Pro-Plus Inc.											
Regulation	Sufficient information	Invoice 2479 (p.8.22)	Invoice 1898 (p.8.25)	Invoice 1896 (p.8.26)	Invoice 1963 (p.8.27)	Invoice 1964 (p.8.28)	Invoice 1965 (p.8.29)	Invoice 1966 (p.8.30)	Invoice 1967 (p.8.31)	Invoice 1968 (p.8.33)	Invoice 2172 (p.8.34)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Invalid #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	October 13, 2004	No (according to I-2: January 25, 2004)	No (according to I-2: February 2, 2004)	February 10, 2004	No (according to I-2: February 17, 2004)	No (according to I-2: February 23, 2004)	March 1, 2004	No (according to I-2: March 18, 2004)	March 22, 2004	March 25, 2004
	Date of cheque	October 13, 2004	January 26, 2004	February 2, 2004	February 10, 2004	February 17, 2004	February 23, 2004	March 1, 2004	March 18, 2004	March 22, 2004	March 28, 2004
	Amount before taxes	\$20,000.00	\$1,069.50	\$874.00	\$1,023.50	\$805.000	\$1,541.00	\$1,196.00	\$1,637.30	\$575.00	\$10,000.00
3(c)(i), 3(a)(iv)	Amount of GST	\$1,400.00	\$74.86	\$61.18	\$71.64	\$56.35	\$107.87	\$83.72	\$114.61	\$40.25	\$700.00
	Amount of QST	\$1,605.00	\$85.83	\$70.14	\$83.13	\$64.60	\$123.66	\$93.77	\$131.39	\$46.14	\$802.50
3(c)(i), 3(a)(iv)	Amount paid or payable	\$23,005.00	\$1,230.19	\$1,005.32	\$1,177.27	\$925.95	\$1,772.53	\$1,373.49	\$1,883.30	\$661.39	\$11,502.50
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 2332	Cheque 1671	Cheque 1676	Cheque 1698	Cheque 1727	Cheque 1733	Cheque 1745	Cheque 1778	Cheque 1782	Cheque 1816
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (Drywall and joints)	No	No	No (Joint work)	No	No	No	No (cleaning)	No	No (Drywall, joints and plates)

Les entreprises Pro-Plus Inc.											
Regulation	Sufficient information	Invoice 1969 (p.8.35)	Invoice 2167 (p.8.36)	Invoice 2194 (p.8.37)	Invoice 2168 (p.8.38)	Invoice 2169 (p.8.39)	Invoice 2205 (p.8.40)	Invoice 2170 (p.8.41)	Invoice 2171 (p.8.42)	Invoice 2272 (p.8.43)	Invoice 2275 (p.8.44)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	No (according to I-2: April 5, 2004)	April 5, 2004	April 13, 2004	April 13, 2004	No (according to I-2: April 19, 2004)	April 23, 2004	No (according to I-2: April 26, 2004)	No (according to I-2: May 3, 2004)	No (according to I-2: May 10, 2004)	No (according to I-2: May 17, 2004)
	Date of cheque	April 5, 2004	April 5, 2004	April 13, 2004	April 13, 2004	April 19, 2004	April 23, 2004	April 26, 2004	May 3, 2004	May 10, 2004	May 17, 2004
	Amount before taxes	\$1,196.00	n/a	\$12,000.00	\$1,265.00	\$1,575.50	\$12,500.00	\$851.00	\$1,023.50	\$1,058.00	\$1,102.30
3(c)(i), 3(a)(iv)	Amount of GST	\$83.72	Tax included	\$840.00	\$88.55	\$110.28	\$875.00	\$59.57	\$71.64	\$74.06	\$77.16
	Amount of QST	\$95.97	Tax included	\$963.00	\$101.51	\$126.43	\$1,003.12	\$68.29	\$76.76	\$84.90	\$88.45
3(c)(i), 3(a)(iv)	Amount paid or payable	\$1,375.69	\$4,333.00	\$13,803.00	\$1,455.06	\$1,812.21	\$14,378.12	\$978.86	\$1,171.90	\$1,216.96	\$1,267.91
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 1807	Cheque 1812	Cheque 1826	Cheque 1821	Cheque 1834	Cheque 1865	Cheque 1868	Cheque 2002	Cheque 2021	Cheque 2053
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No (no street address)	No
3(c)(iv)	Nature of the supply (description sufficient to)	No	No (Install drywall, finishing joints)	No (Install drywall, finishing joints)	No	No	No (drywall and joints)	No	No (painting, joints and trim)	No (ceramic, joints and paint)	No

Les entreprises Pro-Plus Inc.											
Regulation	Sufficient information	Invoice 1969 (p.8.35)	Invoice 2167 (p.8.36)	Invoice 2194 (p.8.37)	Invoice 2168 (p.8.38)	Invoice 2169 (p.8.39)	Invoice 2205 (p.8.40)	Invoice 2170 (p.8.41)	Invoice 2171 (p.8.42)	Invoice 2272 (p.8.43)	Invoice 2275 (p.8.44)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	No (according to I-2: April 5, 2004)	April 5, 2004	April 13, 2004	April 13, 2004	No (according to I-2: April 19, 2004)	April 23, 2004	No (according to I-2: April 26, 2004)	No (according to I-2: May 3, 2004)	No (according to I-2: May 10, 2004)	No (according to I-2: May 17, 2004)
	Date of cheque	April 5, 2004	April 5, 2004	April 13, 2004	April 13, 2004	April 19, 2004	April 23, 2004	April 26, 2004	May 3, 2004	May 10, 2004	May 17, 2004
	Amount before taxes	\$1,196.00	n/a	\$12,000.00	\$1,265.00	\$1,575.50	\$12,500.00	\$851.00	\$1,023.50	\$1,058.00	\$1,102.30
3(c)(i), 3(a)(iv)	Amount of GST	\$83.72	Tax included	\$840.00	\$88.55	\$110.28	\$875.00	\$59.57	\$71.64	\$74.06	\$77.16
	Amount of QST	\$95.97	Tax included	\$963.00	\$101.51	\$126.43	\$1,003.12	\$68.29	\$76.76	\$84.90	\$88.45
3(c)(i), 3(a)(iv)	Amount paid or payable	\$1,375.69	\$4,333.00	\$13,803.00	\$1,455.06	\$1,812.21	\$14,378.12	\$978.86	\$1,171.90	\$1,216.96	\$1,267.91
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 1807	Cheque 1812	Cheque 1826	Cheque 1821	Cheque 1834	Cheque 1865	Cheque 1868	Cheque 2002	Cheque 2021	Cheque 2053
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No (no street address)	No
3(c)(iv)	Nature of the supply	No	No (Install drywall,	No (Install drywall,	No	No	No (drywall and joints)	No	No (painting, joints and	No (ceramic, joints and	No

	(description sufficient to identify supply)		finishing joints)	finishing joints)					trim)	paint)	
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Les entreprises Pro-Plus Inc.											
Regulation	Sufficient information	Invoice 2273 (p.8.45)	Invoice 2274 (p.8.46)	Invoice 2607 (p.8.47)	Invoice 2609 (p.8.48)	Invoice 2608 (p.8.49)	Invoice 2611 (p.8.50)	Invoice 2612 (p.8.51)	Invoice 2613 (p.8.52)	Invoice 2363 (p.8.53)	Invoice 2399 (p.8.54)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	No (according to I-2: May 25, 2004)	No (according to I-2: May 31, 2004)	June 7, 2004	No (according to I-2: June 21, 2004)	No (according to I-2: June 14, 2004)	No (according to I-2: June 28, 2004)	No (according to I-2: June 4, 2004)	No (according to I-2: June 11, 2004)	No (according to I-2: August 16, 2004)	No (according to I-2: August 30, 2004)
	Date of cheque	May 25, 2004	May 31, 2004	June 7, 2004	June 21, 2004	June 14, 2004	June 28, 2004	June 4, 2004	June 11, 2004	August 16, 2004	August 30, 2004
	Amount before taxes	\$1,138.50	\$1,288.00	\$1,035.00	\$1,219.00	\$1,288.00	\$1,725.00	\$931.50	\$1,104.00	\$920.00	\$770.50
3(c)(i), 3(a)(iv)	Amount of GST	\$79.69	\$90.16	\$72.45	\$85.53	\$90.16	\$120.75	\$65.20	\$77.28	\$69.00	\$57.79
	Amount of QST	\$91.36	\$103.36	\$83.05	\$97.82	\$103.36	\$138.43	\$74.75	\$88.59	\$69.23	\$57.98
3(c)(i), 3(a)(iv)	Amount paid or payable	\$1,309.55	\$1,481.52	\$1,190.50	\$1,402.15	\$1,481.52	\$1,984.18	\$1,071.45	\$1,269.87	\$1,058.23	\$886.27
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 2067	Cheque 2076	Cheque 2090	Cheque 2137	Cheque 2120	Cheque 2149	Cheque 2165	Cheque 2174	Cheque 2222	Cheque 2256
	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No (no street address)
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No	No (Joints)	No (Joints)	No	No	No	No	No	No	No

Regulation	Sufficient information	Invoice 2166 (p.8.55)	Invoice 2206 (p.8.56)	Invoice 2365 (p.8.57)	Invoice 2364 (p.8.58)	Invoice 2593 (p.8.59)	Invoice 3075 (p.8.60)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes	Yes	Invalid #	Invalid #
3(c)(i), 3(b)(ii)	Date of invoice	April 5, 2004	April 23, 2004	No (according to I-2: August 9, 2004)	No (according to I-2: August 23, 2004)	December 7, 2004	December 22, 2004
	Date of cheque	April 5, 2004	April 23, 2004	August 9, 2004	August 23, 2004	December 7, 2004	December 22, 2004
	Amount before taxes	\$8,000.00	17,600 (deposit of \$8,000)	\$851.00	\$1,253.50	\$22,000.00	\$13,000.00
3(c)(i), 3(a)(iv)	Amount of GST	\$560.00	\$672.00	\$63.83	\$94.01	\$1,540.00	No amount indicated
	Amount of QST	\$642.00	\$770.40	\$64.03	\$94.32	\$1,765.50	No amount indicated
3(c)(i), 3(a)(iv)	Amount paid or payable	\$9,202.00	\$11,042.40	\$978.86	\$1,441.83	\$25,305.50	\$14,953.25
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes	Yes	Yes	Yes	Yes	Yes
3(c)(iii)	Terms of payment	Cheque 1811	Cheque 1866	Cheque 2214 (no copy of cheque)	Cheque 2233	Cheque 2445	Cheque 2477
	Cheque cashing centre	Automatic teller	Automatic teller	No information	Cheque cashing centre	Cheque cashing centre	Cheque cashing centre
3(c)(iv)	Street address (description sufficient to identify supply)	No (Le Baron Sport)	Yes	Yes	Yes	Yes	Yes
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (drywall installation, joint finishing)	No (drywall installation, joint finishing, extra column and windows and ceiling)	No	No	No (drywall and joints)	No (drywall installation, joints)

APPENDIX D

Construction Boutin Inc.		
Regulation	Sufficient information	Invoice 6282 (p.12.13)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes
3(c)(i), 3(b)(ii)	Date of invoice	April 16, 2004
	Date of cheque	May 14, 2004
	Amount before taxes	\$12,300.00
3(c)(i), 3(a)(iv)	Amount of GST	\$861.00
	Amount of QST	\$987.08
3(c)(i), 3(a)(iv)	Amount paid or payable	\$14,148.08
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes
3(c)(iii)	Terms of payment	Cheque 2048
	Cheque cashing centre	Yes
3(c)(iv)	Street address (description sufficient to identify supply)	No (no street address)
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	Yes (suspended ceiling work around 6,000 sq. ft.)

APPENDIX E

Entrepreneur D.F. Inc.		
Regulation	Sufficient information	Invoice 563 (p.11.15)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes
3(c)(i), 3(b)(ii)	Date of invoice	January 12, 2006
	Date of cheque	January 17, 2006
	Amount before taxes	\$4,275.00
3(c)(i), 3(a)(iv)	Amount of GST	\$299.25
	Amount of QST	\$343.06
3(c)(i), 3(a)(iv)	Amount paid or payable	\$4,917.31
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	Yes
3(c)(iii)	Terms of payment	Cheque 558
	Cheque cashing centre	Yes
3(c)(iv)	Street address (description sufficient to identify supply)	No
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	Yes (joint finishing for number of square feet and extra for number of hours)

APPENDIX F

Regulation	Sufficient information	Invoice 132644 (p.10.23)	Invoice 132674 (p.10.24)	Invoice 065682 (p.10.25)
3(c)(i), 3(b)(i)	Name of supplier or intermediary	Yes	Yes	Yes
3(c)(i), 3(b)(i)	Supplier's registration number	Yes	Yes	Yes
3(c)(i), 3(b)(ii)	Date of invoice	February 22, 2000	March 9, 2000	June 5, 2001
	Date of cheque		April 6, 2000	June 5, 2001
	Amount before taxes	\$5,200.00	\$4,000.00	\$8,700.00
3(c)(i), 3(a)(iv)	Amount of GST	\$390.00	\$280.00	\$609.00
	Amount of QST	\$391.30	\$321.00	\$698.17
3(c)(i), 3(a)(iv)	Amount paid or payable	\$5,981.30	\$4,601.00	\$10,007.17
3(c)(ii)	Name of recipient (Construction S.Y.L. Inc.)	No	No	Yes
3(c)(iii)	Terms of payment	Certified cheque	Cheque 1117	Cheque 195
	Cheque cashing centre	No	Yes	No
3(c)(iv)	Street address (description sufficient to identify supply)	Yes	No (only street name)	Yes
3(c)(iv)	Nature of the supply (description sufficient to identify supply)	No (operating costs)	No (operating costs)	No (sale of disaster contract)

CITATION: 2013 TCC 406

COURT FILE NO.: 2011-839(GST)I

STYLE OF CAUSE: CONSTRUCTION S.Y.L. TREMBLAY
INC. v. HER MAJESTY THE QUEEN

PLACE OF HEARING: Montréal, Quebec

DATE OF HEARING: July 19, 2013

REASONS FOR JUDGMENT BY: The Honourable Justice Paul Bédard

DATE OF JUDGMENT: December 17, 2013

APPEARANCES:

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 Counsel for the respondent; Daniel Cantin

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