



Date: 20260119

Docket: T-3195-24

Citation: 2026 FC 73

Toronto, Ontario, January 19, 2026

PRESENT: The Honourable Justice Thorne

BETWEEN:

NICHOLAS KONAROWSKI

Applicant

and

THE ATTORNEY GENERAL OF CANADA

Respondent

JUDGMENT AND REASONS

I. Overview

[1] The Applicant seeks judicial review of an October 22, 2024 Second Review decision [Decision] of the Canada Revenue Agency [CRA] that found that he was not eligible for certain Canada Emergency Response Benefits [CERB] that he had received, and which required him to repay this \$2000 amount.

[2] In particular, the Decision determined that the Applicant had applied for and received both CERB under the *Canada Emergency Response Benefit Act*, SC 2020, c 5 [CERB Act] and the Employment Insurance Emergency Response Benefit [EI-ERB] pursuant to the *Employment*

Insurance Act, SC 1996, c 23, s 153.7 for the same four-week time period. Accordingly, the Decision confirmed that since both benefits could not be claimed simultaneously, the Applicant was ineligible for, and required to repay, the CERB payments. The Applicant essentially argues the Decision was unreasonable and seeks from the Court a “waiver” of the \$2,000 repayment.

[3] For the reasons that follow, this application is dismissed. I find the Applicant has not established that the Decision is unreasonable.

II. Background

[4] On March 15, 2020, the Applicant was laid off indefinitely from his employment during the COVID-19 pandemic. On March 17, 2020, he accordingly applied for Employment Insurance [EI]. On April 7, 2020, the Applicant also applied for CERB benefits.

[5] On April 15, 2020, the Applicant received a payment totalling \$2,000, which he deposited on April 29, 2020. He states that at that time, he was not aware that this was a CERB payment for the time period of March 15, 2020 to April 11, 2020, as the payment was simply labelled as being from Service Canada and did not directly say that it was CERB related. On May 22, 2020, the Applicant received a \$4,000 payment. Again, he states that at the time he was not aware that this was an EI-ERB payment for periods that also included March 15, 2020 to April 11, 2020.

[6] The Applicant was eventually flagged by the CRA as a “double claimant”, a person who applied for both EI benefits and another emergency benefit such as CERB or Canada Recovery Benefit. During their First Review, the CRA reviewed the periods that the Applicant received

CERB, and determined that he had received both CERB and EI payments for an overlapping period.

[7] By Notice of Redetermination for COVID-19 benefits issued September 8, 2022, the Applicant was informed that, as a result, he was not eligible for CERB for the period March 15, 2020 to April 11, 2020 and was required to repay the \$2,000 he had received in relation to it.

[8] The Applicant disputed this finding in two phone calls and a letter to the CRA in May 2023. In this correspondence, he disagreed with the CERB determination that he was a double claimant and should be required to repay the \$2,000. This objection triggered the CRA's Second Review.

[9] In this redetermination, the Second Reviewer [Officer] sent a request to the Department of Employment and Social Development Canada [ESDC] to "manually confirm the double claim" and received a confirmation from ESDC that the Applicant had also received \$500 of EI-ERB for each of the four weeks from March 15, 2020 to April 11, 2020.

[10] By letter dated October 22, 2024, the Officer again found the Applicant ineligible for CERB, stating the following:

Information received from Service Canada reconfirms that you applied for and received benefits from Service Canada for four of four weeks during the CERB period of March 15, 2020, to April 11, 2020 from the CRA. Since you are not allowed to receive a payment from both Service Canada and the CRA for the same weeks, you must repay the amount of \$2,000 the CRA issued to you. This redetermination amount does not reflect any repayments you made to your account.

[...]

[11] It is this Decision which underlies this application for judicial review, which the Applicant brought on November 18, 2024. The Applicant alleges that the Decision was unreasonable.

III. Preliminary Issue

A. *Style of Cause*

[12] Mr. Konarowski named the “Canadian Revenue Agency” as the Respondent in the Notice of Application for this matter.

[13] At the request of the Attorney General, without objection from the Applicant, and in accordance with Rule 303(2) of the *Federal Courts Rules*, SOR/98-106, the title of these proceedings shall be amended to name the Attorney General of Canada as the Respondent in this application.

IV. Issue and Standard of Review

[14] The issue at play in this matter is whether the Officer’s Decision was reasonable.

[15] The presumptive standard of review of an administrative decision on its merits is reasonableness (*Canada (Minister of Citizenship and Immigration) v Vavilov*, 2018 SCC 65 [*Vavilov*] at paras 10, 25; *Mason v Canada (Citizenship and Immigration)*, 2023 SCC 21 [*Mason*] at para 39). In undertaking reasonableness review, the Court must assess whether the decision bears the hallmarks of reasonableness, namely justification, transparency and intelligibility (*Vavilov* at para 99). When reviewing a decision on this standard, “a court must

consider the outcome of the administrative decision in light of its underlying rationale in order to ensure that the decision as a whole is transparent, intelligible and justified” (*Vavilov* at para 15). Ultimately, a reasonable decision is one which is “based on an internally coherent and rational chain of analysis and that is justified in relation to the facts and law” (*Vavilov* at para 85). A decision may be unreasonable if there is a “failure of rationality internal to the reasoning process” or a “failure of justification given the legal and factual constraints bearing on the decision” (*Vavilov* at para 101; *Mason* at para 64). Further, an applicant bears the onus of demonstrating that the challenged decision was unreasonable (*Vavilov* at para 100).

V. Analysis

A. *Legislative Framework*

[16] CERB benefits are administered under the CERB Act (Canada Emergency Response Benefit Act, SC 2020, c 5, s 8). This legislation establishes that a “worker” defined in section 2 of the CERB Act may be eligible for an income support payment if they meet the criteria under ss 6(1) of the Act. However, subparagraph 6(1)(b)(ii) specifically provides that a worker is ineligible for such payments if they receive “in respect of the consecutive days on which they have ceased working” a benefit defined in the EI Act ss 2(1) or an employment insurance emergency response benefit, as referred to in section 153.7. Under subsection 12(1) of the CERB Act, where it has been determined that a person has received an income support payment to which they are not entitled, they are required to repay that payment.

[17] In addition, subsection 15(1) of the *CERB Act* also provides for the repayment of CERB benefits for which the worker is ineligible if they receive a benefit, allowance or money, such as

the EI-ERB. Subsection 15(2) of the *CERB Act* provides that subsection 15(1) is inapplicable only in cases where the Canada Employment Insurance Commission has specifically informed the Minister of Employment and Social Development of the non-application of this subsection to a particular worker or individual.

[18] I note that the *COVID-19 Emergency Response Act*, SC 2020, c 5 in Division 1 of Part 18 also authorized the Minister of Employment and Social Development to make interim orders, including amendments to the *Employment Insurance Act* to analogously clarify that a claimant who receives CERB is ineligible for the EI-ERB for that same period of time, as set out in paragraph 153.9(2)(c) of the *EI Act*. The relevant legislative provisions are included in the Appendix to these reasons.

B. *The Decision is Reasonable*

[19] I do not find the Decision unreasonable. As previously noted, the burden of establishing unreasonableness rests upon the Applicant. In that regard, the Court must be satisfied “that there are sufficiently serious shortcomings in the decision such that it cannot be said to exhibit the requisite degree of justification, transparency and intelligibility” (*Vavilov* at para 100). Based upon my review of the record, as well as the submissions of the Applicant and the Respondent, I am not satisfied that this burden has been met.

[20] In his materials and oral submissions, the Applicant essentially states that the Decision was unreasonable because at the time that he applied for and received both sets of benefits there was confusing and conflicting information from the Government of Canada about CERB benefits

and eligibility for those benefits. In relation to this, the Applicant refers to information released by the Government of Canada between March 18, 2020 and January 2025 about the COVID-19 benefits. He particularly states that, both leading up to and following his application for CERB, it was a confusing time and that when he received the payments, he had not understood that he was receiving a CERB benefit or that these benefits were for the same period as had also been included in the EI benefits that he later received. He faults the government for a lack of due diligence and poor communication between the CRA and Service Canada, and asserts that the government should have realized that he had already received benefits for that time period, and should not have sent him the other benefit payment.

[21] The Applicant also argues that public communications from the CRA have admitted that communication about CERB eligibility was poor, and that accounts have emerged indicating that even CRA employees had made ineligible claims, for which certain CRA employees were later terminated. He notes that the time he received the benefits was a stressful one, and that repaying the \$2,000 would be a financial hardship, as he had been laid off from his job, and has only recently secured new work and begun to recover his financial footing.

[22] The Applicant essentially states that due to the confusion during the CERB benefits rollout, and the fact that the government should have known that he had already received benefits for the period in question, he should not have to repay the double benefit amount, and he asks the Court to order that the repayment be “waived”. He notes that information releases from the Canadian government at the time of the introduction of the CERB program stated that if someone were receiving regular EI benefits already, they would not qualify for CERB. The Applicant states that he had understood this to mean that he would qualify for CERB because he

had not yet received his EI benefits at the time he applied for CERB, and he states that it was the government's error that he also received EI benefits. As a result, he states that since mistakes were made on both sides, he should not be the one to bear the burden of having to repay the \$2,000. The Applicant also asserts that the pandemic benefit programs were poorly designed and should have utilized some other system to determine eligibility than simply relying on the attestations of members of the public as to their income and applications for the program.

[23] The Respondent straightforwardly submits that the Decision is reasonable as the CRA determined the Applicant was not eligible for CERB under subparagraph 6(1)(b)(ii) of the *CERB Act* due to his receipt of EI-ERB, pursuant to s 153.7 of the *EI Act*. They note that while the Applicant may initially have been confused or not understood that he had received both CERB benefits and EI benefits for the period of March 15, 2020 to April 11, 2020, the evidence clearly establishes that this was the case, and that the Applicant has now conceded this fact. The Respondent also notes that the Applicant was informed of the double payment back in 2022. In short, the Respondent asserts that the governing legislation forbids recipients from receiving both CERB and EI-ERB for the same time period and holds that doing so renders the party ineligible for the CERB benefits issued for that period, mandating repayment of the disputed benefit. They state that as there is no question that the Applicant applied for and received the 'double benefit' for March 15, 2020 to April 11, 2020, and that the Officer's Decision was reasonable as it simply enacted the mandatory dictates of the legislation. They assert that the Decision does not lack transparency, intelligibility or justification.

[24] While I am sympathetic to the circumstances described by Mr. Konarowski, I cannot find the Officer's Decision relating to his eligibility for the CERB benefits to be unreasonable. On

judicial review, the role of the Court is not to reevaluate or reweigh the evidence considered by the decision maker (*Vavilov*, at para 125). It is to consider whether the challenged decision exhibits the requisite degree of justification, intelligibility and transparency, and to intervene only where there are sufficiently serious shortcomings in the decision such that the rationale of why the decision was made cannot be understood (*Vavilov* at paras 85-86, 100).

[25] In this matter, I cannot find this to be the case. The rationale of the Decision is clear and was effectively explained in the decision. As the Respondent has noted, the legislation mandates that parties receiving EI-ERB are not eligible to receive CERB for the same time period. In particular, the eligibility provisions for CERB are set out in section 6 of the *CERB Act*. The Applicant's circumstance, where one has received EI-ERB under s 153.7 of the *EI Act*, corresponds to subparagraph 6(1)(b)(ii) of the *CERB Act*:

- 6 (1) A worker is eligible for an income support payment if
 - (b) they **do not receive**, in respect of the consecutive days on which they have ceased working,
 - (ii) benefits, as defined in subsection 2(1) of the *Employment Insurance Act*, or an employment insurance emergency response benefit referred to in section 153.7 of that Act [Emphasis added]

[26] Analogous provisions are contained in the *EI Act*. As mentioned, subsection 153.7(1) of the *EI Act* sets out that EI-ERB is payable to a person who makes a claim and who is eligible, however paragraph 153.9(2)(c) similarly holds that a claimant is ineligible for EI-ERB if they receive CERB benefits. I note that the *EI Act* does contain an exception to this, allowing deemed eligibility for EI-ERB even if one had received CERB, where the Canada Employment Insurance Commission informs the Minister of Employment and Social Development that it has decided

that a party is eligible to receive both payments (paragraph 153.9(2)(c)). However, there is no evidence that such a designation was granted in this matter, so it is evident that the Applicant was ineligible for CERB pursuant to subparagraph 6(1)(b)(ii) of the *CERB Act*.

[27] Though it may not have been clear to the Applicant at the time he received the benefits, the evidence establishes that he did indeed receive both CERB and EI benefits for the period of March 15, 2020 to April 11, 2020. The Applicant has now conceded that this was the case, and has noted that he deposited the CERB payment on April 29, 2020 and the EI payment was deposited on May 22, 2020. It is certainly understandable that the Applicant might have been confused about the source of the benefits he received early on during the pandemic, since the payments were apparently not clearly labelled as being from CERB or EI. In addition, the fact that the CERB regime paid benefits retroactively, in particular, may have led to confusion on the part of the Applicant. However, the Court has recognized that retroactive payments were a “reality” of the CERB regime (*Abdelmaksoud v Canada (Attorney General)*, 2025 FC 432 at para 28). Subsections 5(1) and 5(2) of the *CERB Act* allow a worker to apply for CERB for “any four-week period falling within the period beginning on March 15, 2020 and ending on October 3, 2020”, as long as they applied for CERB before December 2, 2020. This is what the Applicant did.

[28] In my view, despite the Applicant’s arguments regarding having had unclear and contradictory communication from the CRA, the jurisprudence is clear that “[w]ith respect to COVID-19 benefits, this Court has repeatedly held that the onus is on the claimant to inquire into the eligibility criteria for each benefit, and to prove that these criteria have been met” (*Roussel v Canada (Attorney General)*, 2024 FC 809 at para 37 referring to *Walker v Canada (Attorney*

General), 2022 FC 381 at para 55; *Ntuer v Canada (Attorney General)*, 2022 FC 1596 at para 26; *Lalonde v Canada (Revenue Agency)*, 2023 FC 41 at para 75; *Payette v Canada (Attorney General)*, 2023 FC 131 at para 35). That has simply not occurred here. Indeed, in 2022 when the CRA explained to the Applicant that he had received a double payment, the Applicant initially disputed that this had occurred, even in the face of the proof that was provided.

[29] Though the Applicant now essentially states that because of the unclear communication from the CRA about the nature of the payments at the outset, the Decision should be found unreasonable, I cannot agree. I note that though the evidence with respect to this was not clear, the Applicant states that one of the CRA representatives he spoke to may have initially indicated that the first letter identifying the double payment and his repayment obligation might have been sent in error. However, even if this was so, subsequent CRA communication repeatedly confirmed the overlapping payments, and his ineligibility for the CERB payments. Further, as my colleague Justice Fothergill found in determining a CRB ineligibility decision to be reasonable, in a passage which has since been cited elsewhere in CERB jurisprudence: “there can be no estoppel in the face of an express provision of a statute: the legislation is paramount.” (*Flock v Attorney General of Canada*, 2022 FC 305 [*Flock*] (aff’d *Flock v Canada (Attorney General)*, 2022 FCA 187 [*Flock FCA*]) at para 23 citing *Mount Sinai Hospital Center v Quebec (Minister of Health and Social Services)*, 2001 SCC 41 at paras 35, 47; *Patang v Canada (Attorney General)*, 2025 FC 1817 at para 17; also *Flock FCA* at para 4).

[30] That is the case here. The eligibility criteria established by section 6 of the *CERB Act* are statutory and non-discretionary (*Xin v Canada (Attorney General)*, 2023 FC 595 at para 83 citing *Flock FCA* at paras 4, 7). The Officer had no choice but to apply them in the circumstances of

this matter, and did so in the Decision, which represents a clear and straightforward application of the income eligibility requirements at play. I also note that while the Applicant criticizes that the COVID benefit programs allowed for retroactive payments, and that it largely relied on the attestations of applicants, it is worth bearing in mind that the goal of those programs was to distribute aid as quickly as possible, given the unprecedented circumstances during the pandemic.

[31] As a result, though I am sympathetic to the circumstances of the Applicant, I cannot find that the Decision lacks the hallmarks of reasonableness. Based on the evidence, it was reasonable and indeed imperative for the Officer to conclude that the Applicant had not established that he satisfied the CERB eligibility requirement, given that he had also received EI-ERB for the time period in question. The Officer was thus correct to find that this made the Applicant ineligible to claim the benefits under the statutory provisions, and the Decision cannot be said to lack internal coherence or a rational chain of analysis. Accordingly, I do not find that it was unreasonable.

VI. Conclusion

[32] For the foregoing reasons, this application for judicial review is dismissed.

[33] In concluding however, I note the following passage from the Decision under review:

The CRA is here to help Canadians who are unable to pay their debts in full. The CRA will work with Canadians to ensure they aren't placed in financial hardship because they need to repay COVID-19 benefit overpayments. The CRA offers various solutions tailored to your personal situation. To find out about these solutions, please call 1-833-253-7615 or go to Canada.ca/resolving-debt-cra.

[34] At the hearing into this matter, the Applicant spoke of his financial circumstances and the difficulties experienced during the pandemic, as well as indicating the challenges that repaying the benefit will pose, despite his improving financial situation. In these circumstances, I would expect the CRA to adhere to the representations contained in the Decision under review, and to exercise flexibility related to the quantum and/or timing of any repayments.

[35] The Respondent has clarified that they will not be seeking costs in this matter. I agree that an award of costs against the Applicant would not be appropriate, and none are ordered.

JUDGMENT IN T-3195-24

THIS COURT'S JUDGMENT is that:

1. The application for judicial review is dismissed without costs.
2. The title of proceedings shall be amended to identify the Respondent as the Attorney General of Canada.

"Darren R. Thorne"

Judge

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-3195-24

STYLE OF CAUSE: NICHOLAS KONAROWSKI V THE ATTORNEY
GENERAL OF CANADA

PLACE OF HEARING: VIDEOCONFERENCE

DATE OF HEARING: DECEMBER 17, 2025

REASONS AND JUDGMENT: THORNE J.

DATED: JANUARY 19, 2026

APPEARANCES:

NICHOLAS KONAROWSKI

FOR THE APPLICANT
(SELF-REPRESENTED)

LÉA RIF

FOR THE RESPONDENT

SOLICITORS OF RECORD:

Attorney General of Canada
Toronto, Ontario

FOR THE RESPONDENT

APPENDIX – Relevant Legislative Provisions

A. *Canada Emergency Response Benefit Act, SC 2020, c 5, s 8*

Definitions

2 The following definitions apply in this Act.

worker means a person who is at least 15 years of age, who is resident in Canada and who, for 2019 or in the 12-month period preceding the day on which they make an application under section 5, has a total income of at least \$5,000 — or, if another amount is fixed by regulation, of at least that amount — from the following sources:

(a) employment;

(b) self-employment;

(c) benefits paid to the person under any of subsections 22(1), 23(1), 152.04(1) and 152.05(1) of the Employment Insurance Act; and

(d) allowances, money or other benefits paid to the person under a provincial plan because of pregnancy or in respect of the care by the person of one or more of their new-born children or one or more children placed with them for the purpose of adoption. (travailleur)

[...]

Application

5 (1) A worker may, in the form and manner established by the Minister, apply for an income support payment for any four-week period falling within the period beginning on March 15, 2020 and ending on October 3, 2020.

Définitions

2 Les définitions qui suivent s'appliquent à la présente loi.

travailleur Personne âgée d'au moins quinze ans qui réside au Canada et dont les revenus — pour l'année 2019 ou au cours des douze mois précédant la date à laquelle elle présente une demande en vertu de l'article 5 — provenant des sources ci-après s'élèvent à au moins cinq mille dollars ou, si un autre montant est fixé par règlement, ce montant :

a) un emploi;

b) un travail qu'elle exécute pour son compte;

c) des prestations qui lui sont payées au titre de l'un des paragraphes 22(1), 23(1), 152.04(1) et 152.05(1) de la Loi sur l'assurance-emploi;

d) des allocations, prestations ou autres sommes qui lui sont payées, en vertu d'un régime provincial, en cas de grossesse ou de soins à donner par elle à son ou ses nouveau-nés ou à un ou plusieurs enfants placés chez elle en vue de leur adoption. (worker)

[...]

Demande

5 (1) Tout travailleur peut, selon les modalités — notamment de forme — fixées par le ministre, demander une allocation de soutien du revenu pour toute période de quatre semaines

Limitation

(2) No worker is permitted to file an application after December 2, 2020.

Eligibility

[...]

Eligibility

6 (1) A worker is eligible for an income support payment if

(a) the worker, whether employed or self-employed, ceases working for reasons related to COVID-19 for at least 14 consecutive days within the four-week period in respect of which they apply for the payment; and

(b) they do not receive, in respect of the consecutive days on which they have ceased working,

(i) subject to the regulations, income from employment or self-employment,

(ii) benefits, as defined in subsection 2(1) of the *Employment Insurance Act*, or an employment insurance emergency response benefit referred to in section 153.7 of that Act,

(iii) allowances, money or other benefits paid to the worker under a provincial plan because of pregnancy or in respect of the care by the worker of one or more of their new-born children or one or more children placed with them for the purpose of adoption, or

(iv) any other income that is prescribed by regulation.

[...]

comprise dans la période commençant le 15 mars 2020 et se terminant le 3 octobre 2020.

Restriction

(2) Aucune demande ne peut être présentée après le 2 décembre 2020.

[...]

Admissibilité

6 (1) Est admissible à l'allocation de soutien du revenu le travailleur qui remplit les conditions suivantes :

a) il cesse d'exercer son emploi — ou d'exécuter un travail pour son compte — pour des raisons liées à la COVID-19 pendant au moins quatorze jours consécutifs compris dans la période de quatre semaines pour laquelle il demande l'allocation;

b) il ne reçoit pas, pour les jours consécutifs pendant lesquels il cesse d'exercer son emploi ou d'exécuter un travail pour son compte :

(i) sous réserve des règlements, de revenus provenant d'un emploi ou d'un travail qu'il exécute pour son compte,

(ii) de prestations, au sens du paragraphe 2(1) de la *Loi sur l'assurance-emploi*, ou la prestation d'assurance-emploi d'urgence visée à l'article 153.7 de cette loi,

(iii) d'allocations, de prestations ou d'autres sommes qui lui sont payées, en vertu d'un régime provincial, en cas de grossesse ou de soins à donner par lui à son ou ses nouveau-nés ou à un ou

Return of erroneous payment or overpayment

12 (1) If the Minister determines that a person has received an income support payment to which the person is not entitled, or an amount in excess of the amount of such a payment to which the person is entitled, the person must repay the amount of the payment or the excess amount, as the case may be, as soon as is feasible.

Recovery as debt due to Her Majesty

(2) The amount of the erroneous payment or overpayment, as determined by the Minister, constitutes a debt due to Her Majesty in right of Canada, as of the day on which it was paid, that may be recovered by the Minister.

[...]

Receipt of benefits, allowances or money

15 (1) If, for any four-week period, the Minister determines that a worker received an income support payment for which they were not eligible by reason only that they received one or more payments of benefits, allowances or money referred to in subparagraph 6(1)(b)(ii) or (iii), the Minister is deemed to have determined under subsection 12(2) that the amount that the worker must repay under subsection 12(1) is the amount determined by the formula

plusieurs enfants placés chez lui en vue de leur adoption,

(iv) tout autre revenu prévu par règlement.

[...]

Restitution du trop-perçu

12 (1) Si le ministre estime qu'une personne a reçu une allocation de soutien du revenu à laquelle elle n'a pas droit ou une telle allocation dont le montant excédait celui auquel elle avait droit, la personne doit, dans les meilleurs délais, restituer le trop-perçu.

Recouvrement

(2) Les sommes qui, selon le ministre, sont versées indûment ou en excédent constituent, à compter de la date du versement, des créances de Sa Majesté du chef du Canada dont le recouvrement peut être poursuivi à ce titre par le ministre.

[...]

Prestations, allocations ou autres sommes reçues

15 (1) S'il estime que le travailleur a reçu, pour toute période de quatre semaines, une allocation de soutien du revenu à laquelle il n'était pas admissible en raison seulement du fait qu'il recevait une ou plusieurs des prestations, allocations ou autres sommes visées aux sous-alinéas 6(1)(b)(ii) ou (iii), le ministre est réputé avoir établi, au titre du paragraphe 12(2), que le trop-perçu à restituer par le travailleur, en application du paragraphe

$\$2,000 \times (A \div 4)$

where

A

is the number of weeks for which the worker received such benefits, allowances or money during that four-week period.

Non-application

(2) Subsection (1) does not apply in respect of an employment insurance emergency response benefit received by the worker if the Canada Employment Insurance Commission informs the Minister that subsection (1) should not apply in respect of that benefit and, if the Commission does so, the worker is, despite subparagraph 6(1)(b)(ii), deemed to have been eligible to receive the income support payment.

12(1), est la somme obtenue par la formule suivante :

$2\ 000 \$ \times (A \div 4)$

où :

A

représente le nombre de semaines comprises dans cette période pour lesquelles le travailleur a reçu de telles prestations, allocations ou autres sommes.

Non-application

(2) Le paragraphe (1) ne s'applique pas à l'égard de toute prestation d'assurance-emploi d'urgence reçue par le travailleur si la Commission de l'assurance-emploi du Canada avise le ministre que ce paragraphe ne devrait pas s'appliquer à l'égard de cette prestation. Le cas échéant, le travailleur est, malgré le sous-alinéa 6(1)b(ii), réputé avoir été admissible à l'allocation de soutien du revenu.

B. *Employment Insurance Act, SC 1996, c 23*

Definitions

2 (1) In this Act,

[...]

benefits means unemployment benefits payable under Part I, VII.1 or VIII, but does not include employment benefits; (prestation)

claimant means a person who applies or has applied for benefits under this Act; (prestataire)

Définitions

2 (1) Les définitions qui suivent s'appliquent à la présente loi.

[...]

prestataire Personne qui demande ou qui a demandé des prestations en vertu de la présente loi. (claimant)

prestation Prestation de chômage à payer en application des parties I, VII.1 ou VIII. (benefits)

[...]

Employment Insurance Emergency
Response Benefit

Definitions

153.5 (1) In this Part,

(a) COVID-19 means the coronavirus
disease 2019;

(b) [Repealed, SOR/2020-188, s. 1]

(c) initial claim for benefits has the
same meaning as in subsection 6(1).

Definition of Claimant

(2) For the purposes of this Part,
claimant means a person

(a) who ceases working, whether
employed or self-employed, for reasons
related to COVID-19;

(b) who could have had a benefit
period established on or after March
15, 2020 with respect to any of the
benefits referred to in paragraph (3)(a);

(c) who is unable to start working for
reasons related to COVID-19 and to
whom, at any time during the period
beginning on December 29, 2019 and
ending on October 3, 2020, at least one
benefit referred to in paragraph (3)(b)
has been paid or was payable, if, during
that period

(i) the established benefit period of that
person with respect to those benefits
has ended,

(ii) all of those benefits have been paid
to that person, or

[...]

Prestation d'assurance-emploi
d'urgence

Définitions

153.5 (1) Dans la présente partie :

a) COVID-19 s'entend de la maladie à
coronavirus 2019;

b) [Abrogé, DORS/2020-188, art. 1]

c) demande initiale de prestations
s'entend au sens du paragraphe 6(1).

Définition de prestataire

(2) Pour l'application de la présente
partie, prestataire s'entend des
personnes suivantes :

a) celles qui cessent d'exercer leur
emploi — ou d'exécuter un travail pour
leur compte — pour des raisons liées à
la COVID-19;

b) celles qui auraient pu voir établie à
leur profit une période de prestations à
partir du 15 mars 2020 à l'égard de
l'une des prestations visées à l'alinéa
(3)a);

c) celles qui ne peuvent commencer à
travailler pour des raisons liées à la
COVID-19 et à qui, à un moment
donné pendant la période commençant
le 29 décembre 2019 et se terminant le
3 octobre 2020, a été versée ou devait
être versée au moins l'une des
prestations visées à l'alinéa (3)b), si,
pendant cette période, selon le cas :

(i) la période de prestations établie à
leur profit à l'égard de ces prestations
s'est terminée,

(iii) some of those benefits cannot be paid to that person by virtue of subsection 12(6); or

(d) who is unable to start working for reasons related to COVID-19 and to whom, at any time during the period beginning on December 29, 2019 and ending on October 3, 2020, at least one benefit referred to in paragraph (3)(c) has been paid or was payable, if, during that period

(i) the established benefit period of that person with respect to those benefits has ended,

(ii) all of those benefits have been paid to that person, or

(iii) some of those benefits cannot be paid to that person by virtue of subsection 8(18) of the Employment Insurance (Fishing) Regulations. [...]

Payment

153.7 (1) An employment insurance emergency response benefit is payable to a claimant who makes a claim under section 153.8 and who is eligible for the benefit.

Other benefits

(2) A claimant who receives, under a provincial Act or any other provincial mechanism, a sum of money or financial aid of any type and in any form, for reasons related to COVID-19, remains eligible to receive the employment insurance emergency response benefit.

Financial aid under section 63

(ii) toutes ces prestations leur ont été versées,

(iii) certaines de ces prestations ne peuvent leur être versées en raison du paragraphe 12(6);

d) celles qui ne peuvent commencer à travailler pour des raisons liées à la COVID-19 et à qui, à un moment donné pendant la période commençant le 29 décembre 2019 et se terminant le 3 octobre 2020, a été versée ou devait être versée au moins l'une des prestations visées à l'alinéa (3)c), si, pendant cette période, selon le cas :

(i) la période de prestations établie à leur profit à l'égard de ces prestations s'est terminée,

(ii) toutes ces prestations leur ont été versées,

(iii) certaines de ces prestations ne peuvent leur être versées en raison du paragraphe 8(18) du Règlement sur l'assurance-emploi (pêche). [...]

Versement

153.7 (1) La prestation d'assurance-emploi d'urgence est à verser au prestataire qui présente une demande en vertu de l'article 153.8 et qui y est admissible.

Versements anticipés

(1.1) La Commission peut verser la prestation d'assurance-emploi d'urgence au prestataire avant le moment normalement prévu pour le faire.

Autres prestations

(3) A claimant who receives financial aid as a result of entering into an agreement referred to in section 63 remains eligible to receive the employment insurance emergency response benefit.

SOR/2020-61, s. 1 SOR/2020-169, s. 3

[...]

Eligibility

153.9 (1) A claimant is eligible for the employment insurance emergency response benefit

(a) if they

(i) reside in Canada,

(ii) are at least 15 years of age,

(iii) have insurable earnings of at least \$5,000 in 2019 or in the 52 weeks preceding the day on which they make the claim under section 153.8,

(iv) whether employed or self-employed, cease working for at least seven consecutive days within the two-week period in respect of which they claimed the benefit, and

(v) have no income from employment or self-employment in respect of the consecutive days on which they cease working;

(b) if they are a claimant referred to in paragraph 153.5(2)(b) and they have no income from employment or self-employment for at least seven consecutive days within the two-week period in respect of which they claimed the benefit; or

(2) Le prestataire qui reçoit, en vertu d'une loi d'une province ou de tout autre mécanisme provincial, un montant d'argent ou une aide financière de toute nature et sous quelque forme que ce soit pour des raisons liées à la COVID-19 demeure admissible à la prestation d'assurance-emploi d'urgence.

Aide financière aux termes de l'article 63

(3) Le prestataire qui reçoit une aide financière résultant de la conclusion d'un accord visé à l'article 63 demeure admissible à la prestation d'assurance-emploi d'urgence.

DORS/2020-61, art. 1 DORS/2020-169, art. 3

[...]

Admissibilité

153.9 (1) Est admissible à la prestation d'assurance-emploi d'urgence le prestataire suivant :

a) celui qui, à la fois :

(i) réside au Canada,

(ii) est âgé d'au moins 15 ans,

(iii) a une rémunération assurable, pour l'année 2019 ou au cours des cinquante-deux semaines précédant la date à laquelle il présente une demande en vertu de l'article 153.8, qui s'élève à au moins cinq mille dollars,

(iv) cesse d'exercer son emploi — ou d'exécuter un travail pour son compte — pendant au moins sept jours consécutifs compris dans la période de

(c) if they are a claimant referred to in paragraph 153.5(2)(c) or (d) and they

(i) reside in Canada,

(ii) are at least 15 years of age,

(iii) have insurable earnings of at least \$5,000 in 2019 or within the 52 weeks preceding the day on which they make the claim under section 153.8, and

(iv) have no income from employment or self-employment for at least seven consecutive days within the two-week period in respect of which they claimed the benefit.

Ineligibility

(2) A claimant is not eligible if,

(a) they receive, under this Act, a benefit other than the employment insurance emergency response benefit;

(b) they receive allowances, money or other benefits paid under a provincial plan

(i) because of pregnancy, or

(ii) because the claimant is caring for one or more of their new-born children, or one or more children placed with them for the purpose of adoption;

(c) they receive an income support payment under the Canada Emergency Response Benefit Act; or

(d) they receive a Canada emergency student benefit under the Canada Emergency Student Benefit Act.

Subsequent ineligibility

deux semaines pour laquelle il demande la prestation,

(v) n'a aucun revenu provenant d'un emploi qu'il exerce — ou d'un travail qu'il exécute pour son compte —, pour les jours consécutifs pendant lesquels il cesse d'exercer son emploi ou d'exécuter un travail pour son compte;

b) celui visé à l'alinéa 153.5(2)b) qui n'a aucun revenu provenant d'un emploi qu'il exerce — ou d'un travail qu'il exécute pour son compte —, pendant au moins sept jours consécutifs compris dans la période de deux semaines pour laquelle il demande la prestation;

c) celui visé à l'alinéa 153.5(2)c) ou d) qui, à la fois :

(i) réside au Canada,

(ii) est âgé d'au moins 15 ans,

(iii) a une rémunération assurable, pour l'année 2019 ou au cours des cinquante-deux semaines précédant la date à laquelle il présente une demande en vertu de l'article 153.8, qui s'élève à au moins cinq mille dollars,

(iv) n'a aucun revenu provenant d'un emploi qu'il exerce — ou d'un travail qu'il exécute pour son compte —, pendant au moins sept jours consécutifs compris dans la période de deux semaines pour laquelle il demande la prestation.

Non-admissibilité

(2) Le prestataire n'est pas admissible si, selon le cas :

(2.1) A claimant is not eligible if a benefit period established for the claimant — including a benefit period established in respect of benefits payable under Part VIII — begins after the claimant received an employment insurance emergency response benefit or an income support payment under the Canada Emergency Response Benefit Act.

Exclusion

(3) A claimant does not cease working for the purpose of subsection (1) if they leave their employment voluntarily.

Exception — employment, self-employment and income

(4) If a claimant receives income, whether from employment or self-employment, the total of which does not exceed \$1,000 over a period of four weeks that succeed each other in chronological order but not necessarily consecutively and in respect of which the employment insurance emergency response benefit is paid, the claimant is deemed to meet the requirements of subparagraphs (1)(a)(iv) and (v), of paragraph (1)(b) or of subparagraph (1)(c)(iv), as the case may be.

Receipt of income support payment

(5) If, for any week, a claimant received an employment insurance emergency response benefit for which they were not eligible by reason only of paragraph (2)(c), the claimant, despite that paragraph, is deemed to have been eligible for the benefit unless the Commission has, under subsection 15(2) of the Canada Emergency Response Benefit Act, informed the Minister, as defined in section 2 of that

a) il reçoit, sous le régime de la présente loi, une prestation autre que la prestation d'assurance-emploi d'urgence;

b) il reçoit des allocations, prestations ou autres sommes, en vertu d'un régime provincial, pour l'une ou l'autre des raisons suivantes :

(i) sa grossesse,

(ii) des soins à donner à un ou plusieurs de ses nouveau-nés ou à un ou plusieurs enfants placés chez lui en vue de leur adoption;

c) il reçoit l'allocation de soutien du revenu au titre de la Loi sur la prestation canadienne d'urgence;

d) il reçoit la prestation canadienne d'urgence pour étudiants au titre de la Loi sur la prestation canadienne d'urgence pour étudiants.

Non-admissibilité subséquente

(2.1) Le prestataire n'est pas admissible si une période de prestations établie à son profit — notamment une période de prestations établie à l'égard de prestations à payer au titre de la partie VIII — débute après qu'il a touché la prestation d'assurance-emploi d'urgence ou l'allocation de soutien du revenu au titre de la Loi sur la prestation canadienne d'urgence.

Exclusion

(3) Pour l'application du paragraphe (1), le prestataire ne cesse pas d'exercer son emploi s'il le quitte volontairement.

Act, that subsection 15(1) of that Act should not apply in respect of the claimant.

[...]

Exception — emploi, travail et revenu

(4) Dans le cas où le total des revenus provenant d'un emploi que le prestataire exerce ou d'un travail qu'il exécute pour son compte est de mille dollars ou moins pour une période de quatre semaines qui se succèdent dans l'ordre chronologique sans nécessairement être consécutives et à l'égard desquelles la prestation d'assurance-emploi d'urgence est versée, le prestataire est réputé satisfaire aux exigences des sous-alinéas (1)a)(iv) et (v), de l'alinéa (1)b) ou du sous-alinéa (1)c)(iv), selon le cas.

Allocation de soutien du revenu reçue

(5) S'il a reçu, pour toute semaine, une prestation d'assurance-emploi d'urgence à laquelle il n'était pas admissible par le seul effet de l'alinéa (2)c), le prestataire est, malgré cet alinéa, réputé avoir été admissible à la prestation à moins que la Commission ait avisé, au titre du paragraphe 15(2) de la Loi sur la prestation canadienne d'urgence, le ministre, au sens de l'article 2 de cette loi, que le paragraphe 15(1) de cette loi ne devrait pas s'appliquer à l'égard du prestataire.

[...]