



Citation: *CL v Canada Employment Insurance Commission*, 2022 SST 348

**Social Security Tribunal of Canada  
General Division – Employment Insurance Section**

## **Decision**

**Appellant:** C. L.  
**Respondent:** Canada Employment Insurance Commission

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**Decision under appeal:** Canada Employment Insurance Commission  
reconsideration decision (451655) dated January 26, 2022  
(issued by Service Canada)

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**Tribunal member:** Amanda Pezzutto  
**Type of hearing:** Teleconference  
**Hearing date:** March 15, 2022  
**Hearing participant:** Appellant  
**Decision date:** March 18, 2022  
**File number:** GE-22-438

## Decision

[1] C. L. is the Claimant. The Canada Employment Insurance Commission (Commission) says her self-employment agreement terminates on December 31, 2020. The Claimant wants the Commission to end her self-employment agreement so that she doesn't have to pay Employment Insurance (EI) premiums for the year. So, she is appealing to the Social Security Tribunal (Tribunal).

[2] I must dismiss the Claimant's appeal. She made her request to end her agreement to participate in the self-employment EI benefits program more than 60 days after she entered into the agreement. This means that the Commission must end her agreement on December 31, 2020.

## Overview

[3] The Claimant is a self-employed worker. She opted into the self-employment EI special benefits program by applying online on July 2, 2020. After speaking to her accountant, she decided that the program wasn't suitable for her after all. She tried to withdraw from the program online, but she needed an access code first. When she didn't receive the access code in the mail, she sent a letter to the Commission asking to withdraw from the self-employment benefits program.

[4] The Commission says it has to end the Claimant's agreement in the program as of December 31, 2020. This means that the Claimant has to pay EI premiums for the year. The Commission says this is because the Claimant asked to withdraw from the self-employment program more than 60 days after she opted into it.

[5] The Claimant disagrees with the Commission's decision. She says that it was difficult to send her request to withdraw to the Commission. She also says she was busy with moving and so it was difficult to make her request to the Commission. She says that I should consider extenuating circumstances, like the fact that she made her request only a short time past the deadline and the fact that she didn't request EI benefits under the program. She says it would cause her hardship to pay EI premiums.

## Issue

[6] I must decide if the Commission can treat the Claimant's self-employment agreement as though she never entered into the program. To make this decision, I will look at the following questions:

- When did she enter into the agreement?
- When did she give the Commission notice that she wanted to end the agreement?
- Did she give notice to the Commission within 60 days of entering into the agreement?
- Does the law give me any discretion with deadlines?

## Analysis

[7] Self-employed workers can enter into an agreement with the Commission to collect EI special benefits.<sup>1</sup> The agreement is usually indefinite.<sup>2</sup> This means that, once you enter into the agreement, you generally can't leave the program. You can only end the agreement and leave the program in specific circumstances.

[8] To end the agreement and leave the program, you have to give notice to the Commission. The law specifically says that your notice has to be in writing.<sup>3</sup> When the Commission receives a request to end the agreement, usually the agreement ends at the end of that year<sup>4</sup> and you have to pay EI premiums for that year.<sup>5</sup> So, for example, even if you ask to end the agreement and leave the program on February 1, 2022, you will remain in the program until December 31, 2022 and you have to pay EI premiums for 2022.<sup>6</sup>

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<sup>1</sup> Subsection 152.02(1) of the *Employment Insurance Act*.

<sup>2</sup> Subsection 153.02(2) of the *Employment Insurance Act*.

<sup>3</sup> Sections 9.01 and 9.02 of the *Employment Insurance Regulations*.

<sup>4</sup> Subsection 152.02(6) of the *Employment Insurance Act*.

<sup>5</sup> Section 152.21(1) of the *Employment Insurance Act*.

<sup>6</sup> Paragraph 152.21(3)(b) of the *Employment Insurance Act* specifically says that you have to pay premiums for the entire year if you ask to terminate the agreement, regardless of the date you terminate the agreement.

[9] There is one important exception to the rule about remaining in the program until the end of the year. If you ask to end the agreement and leave the program within 60 days of the day you entered into the agreement, the Commission can act as though you never entered into an agreement in the first place.<sup>7</sup> To put this another way, you have 60 days to change your mind about entering into an agreement for EI special benefits. If you ask to leave within 60 days, you don't have to pay premiums for that year because the Commission agrees to act as though the agreement never existed in the first place.

– **When did the Claimant enter into the agreement?**

[10] The Commission gave me evidence showing that the Claimant entered into the agreement on July 2, 2020. At the hearing, the Claimant said she agreed with the Commission's evidence. She says she went online and entered into the agreement on July 2, 2020.

[11] So, there isn't any disagreement on this point. Both parties agree that the Claimant entered into an agreement for EI special benefits for self-employed workers on July 2, 2020.

– **When did she give the Commission notice that she wanted to end the agreement?**

[12] The Commission says it received the Claimant's notice asking to end the agreement on November 23, 2020.

[13] The Claimant says that she tried to end the agreement almost immediately after she entered into it.

[14] At the hearing, the Claimant said that she spoke to her accountant right after she entered into the agreement and he told her it wasn't suitable for her. She said she went online right away and tried to end the agreement through her online Service Canada account. But she needed an access code to log in. So, the Claimant asked the Commission to mail her an access code. At the same time, the Claimant was moving, and so she never received the access code. Finally, the Claimant sent a letter to the

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<sup>7</sup> Subsection 152.02(7) of the *Employment Insurance Act*.

Commission asking to end the agreement and withdraw from the self-employment benefits program. This is the letter the Commission received on November 23, 2020.

[15] This letter is in the appeal file. It doesn't have a date or post-mark. But the Commission's stamp shows that it received the letter on November 23, 2020. At the hearing, the Claimant said she didn't remember exactly when she sent the letter, but she thinks she sent it in the first few weeks of September 2020. She doesn't know why it took so long for the Commission to receive her letter.

[16] I believe the Claimant. I believe that she started the process of trying to end the agreement very soon after she entered into it. But the law says I have to look at when the Commission received written notice that she wanted to withdraw from the agreement. This means I have to look at when the Commission actually received her request, not when she started trying to contact the Commission.

[17] I think the evidence clearly shows me that the Commission received her request to end the agreement on November 23, 2020. So, I find that this is the date that she asked the Commission to end the agreement.

– **Did she give notice to the Commission within 60 days of entering into the agreement?**

[18] No. The Claimant entered into the agreement with the Commission on July 2, 2020. She had until August 31, 2020 to give notice to the Commission. The Commission received her request on November 23, 2020. This is more than 60 days after she entered into the agreement.

[19] Even if I looked at the date that the Claimant sent the letter to the Commission, I would still have to find that she made her request to end the agreement more than 60 days after she entered the agreement. This is because she said she mailed the letter sometime in the first couple of weeks of September 2020.

[20] So, I find that the Commission can't treat her request to end the agreement as though the agreement never existed in the first place. The agreement has to end on December 31, 2020, because this is the year she asked to end the agreement.

– **Does the law give me any discretion with deadlines?**

[21] The law doesn't give me any discretion with the deadlines in this case.

[22] Sometimes the law has exceptions for deadlines. For instance, if you are late with your biweekly claimant reports, the Commission can backdate them if you have good cause for the delay.<sup>8</sup>

[23] But the law doesn't give any exceptions in this situation. There is nothing in the law about entering and ending the self-employment agreement that lets me consider good cause for any delay.

[24] I understand that the Claimant had good reasons for her delay. I believe that she was waiting for an access code and that she was busy with moving. But the law doesn't let me look at her reasons for the delay. I can only look at the date she entered into the agreement and the date the Commission received her written request to end the agreement.

[25] I also understand that the Claimant says it would cause hardship to pay EI premiums for 2020. The law doesn't give me the power to excuse her from paying EI premiums. I suggest that she contact the Canada Revenue Agency to speak about payment arrangements.

## **Conclusion**

[26] I am dismissing the Claimant's appeal. She didn't make her request to end her agreement with the Commission about self-employment special benefits within 60 days of entering into the agreement. This means that the agreement has to end on December 31, 2020.

Amanda Pezzutto  
Member, General Division – Employment Insurance Section

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<sup>8</sup> See subsection 10(5) of the *Employment Insurance Act*.