

## **Administrative Agreements with Insolvency Practitioners**

This communication replaces Directive CA-91-25, reproduced as Directive 12R in the directives issued by the Office of the Superintendent in Bankruptcy, Administrative Agreements with Trustees and Receivers.

The intent of this communication is to outline the Canada Revenue Agency's (Agency) policy for open communication and agreements between the Agency and insolvency practitioners, in cases where the projected recoveries of an insolvent's assets are insufficient to satisfy both the Crown's priority claim(s) and the practitioner's fees and costs. As the establishment of such agreements requires the use of the Crown's funds to facilitate an insolvency process, this communication further outlines the information requirements, necessary for the Agency to complete a thorough review of each request received, prior to entering into agreements that authorize the use of Crown funds.

This policy sets out a general understanding as to when the Agency may, despite the Crown's priority, allow the practitioner's claim(s) to pay part of its fees and costs out of the net proceeds of realization. In cases where Crown priority is not initially identified, reasonable fees and costs relating to subsequently identified priority debt will be allowed, providing that due diligence has been exercised by the practitioner. As soon as a priority debt has been identified, information must be provided to the Agency for pre-approval of any further costs going forward.

The principles outlined will apply in the majority of cases. There may, however, be cases where the circumstances will dictate the need for a customized solution and collection officers, with the assistance of their Headquarters Field Support representatives, are encouraged to work with insolvency practitioners in exploring alternative solutions.

Further information on this subject is provided in the attached [Administrative Agreement with Insolvency Practitioners](#) document.

Please consult your [Field Support Programs Officer](#) for any clarification you may need on this policy.

Original signed  
by  
D.L. Livingston (Ms.)  
Director  
Accounts Receivable Tax Programs

## **Background**

As introduced in February 1986, and last amended in 1991, Directive 12R deals with the Crown's priority, over other creditors, to recover unremitted source deductions from an insolvent or bankrupt estate. Pursuant to this policy, where there are not enough proceeds to cover both the costs of administration and the Crown's claim(s), the Canada Revenue Agency (CRA) may agree to let practitioners deduct reasonable costs, associated with the administration of bankrupt estates, from the proceeds of realization before the CRA is paid.

Subsection 227(4.1) of the *Income Tax Act* gives the Crown deemed trust priority over all other creditors, including secured creditors, for amounts of source deductions, against all assets owned or beneficially owned by a debtor. For legislative references, see [Appendix A](#).

As a result of the Crown's priority, creditors have been concerned about their potential financial exposure when using the services of a practitioner to petition a debtor into bankruptcy or to enforce their security instruments against assets of an insolvent. In keeping with the CRA's intent to make sure that third parties are adequately compensated for actions, it would be appropriate, in certain circumstances, to clarify the application of Directive 12R.

As noted in the last revisions to Directive 12R, each case brought to the attention of the CRA will be considered on the basis of its own set of circumstances, as presented in the information provided by the practitioner.

## **Key Legislative Highlights**

For clarity, the deemed trust provisions for source deductions include un-remitted amounts of federal and provincial tax, as well as employee contributions of Canada Pension Plan and Employment Insurance that have been deducted or withheld.

Regarding enhanced requirements to pay, the amounts involved include unremitted federal and provincial tax deducted at source, both the employee's and the employer's share of Canada Pension Plan and Employment Insurance contributions (ITA/ CPP/EI), amounts that have been collected or are collectible by the debtor (ETA/ATSCA) and any applicable penalties and interest.

## **Key Focus and Issues**

The CRA recognizes the need to expedite decision making wherever possible, to allow the practitioner to take timely actions in their handling of insolvency estates and to provide acknowledgement that reasonable fees and costs may be allowed, when there are not enough estate funds available. The policy is designed to accomplish the following:

- give an employer or designated air carrier or registrant (a person) access to the bankruptcy process;

- provide a mechanism for an insolvency practitioner to effectively administer an insolvent or bankrupt estate; and
- give the Crown the opportunity to maximize recovery by using an insolvency practitioner's expertise.

### **Process – General**

If the first analysis of a debtor's financial affairs indicates that there may not be enough funds to pay the Crown's priority claim(s) and to make sure that the estate has the financial capacity to cover the practitioners fees and costs, the practitioner will contact the CRA at once to outline the facts of the case, provide estimates of the fees and costs anticipated, and discuss the CRA's position regarding the payment of some or all of the said fees and costs with regard to the Crown's priority property claim(s).

Conversely, the CRA must verify the extent of any property claim(s) by completing any necessary reviews of a debtor's books and records as soon as possible.

The CRA, with the help of the Department of Justice Canada as required, will determine whether an agreement should be made, consider the merits of the case, and through discussions with the practitioner, determine the appropriate terms and structure to be reached.

Unless otherwise authorized by the CRA, the proceeds of recovery of an asset should not be used to fund the recovery of more assets. For example, proceeds from the collection of accounts receivable should not be used to recover other assets.

In any situation where an agreement has been established, the practitioner will provide the CRA with regular progress reports, as negotiated by the parties, and report at once any material changes or cost overruns anticipated in the administration of the estate. Time frames will be detailed in the terms of the agreement to be sent with the CRA's letter to the practitioner. Practitioners will not draw fees without approval from the CRA.

For any amounts collected by the practitioner and remitted to the Crown, the CRA will have the same freedom to allocate the funds recovered to the appropriate priority claim, as if the practitioner was not involved.

Agreements will be rejected if it can be shown that delays in receiving requests are due to the practitioner's lack of diligence or as a result of not providing the required supporting information.

### **Reasonable Fees and Costs**

When such funds are not enough to cover the practitioner's fees and costs, the CRA will consider allowing the payment of reasonable fees and costs out of the Crown's priority claim. Such fees and costs are those related, as the case may be, to the general administration of the estate (for example—filing fees, basic trustee's fees, statutory

advertisements, and other fees and costs provided for under the *Bankruptcy and Insolvency Act (BIA)* and its tariff) and/or to the realization of an asset against which the Crown's property claim applies (for example—the practitioner's direct expenses in possessing, storing, insuring, and selling such assets).

As stated in Superintendent of Bankruptcy Directive No. 5R, *Third Party Deposits and Guarantees*, it is prudent business practice for practitioners to arrange for third-party deposit and guarantees, when accepting an appointment, to secure recovery of administrative costs. It is important that practitioners look to these third-party deposits and guarantees before seeking recovery of their administrative costs from amounts available for the Crown's priority claim(s). The CRA recognizes that third-party deposits and guarantees cannot be relied upon to cover costs directly related to asset realization for the benefit of the Crown.

The CRA will **not** allow a practitioner to deduct the following fees and costs before paying a priority claim:

- a) fees and costs that are more than the net realizable value of the assets against which the Crown's property claim applies;
- b) fees and costs associated with actions taken for an asset, against which the Crown's property claim applies, that have resulted in direct financial benefit to other creditors;
- c) fees and/or costs that relate to the action of a petitioning creditor, in placing a debtor into bankruptcy;
- d) fees and costs associated with any proposal under the *BIA* or a reorganization plan under the *Companies' Creditor Arrangement Act (CCAA)* or receivership action started before the bankruptcy;
- e) fees and costs attributable to a secured creditor for enforcing his or her security interest;
- f) fees and costs associated with actions that were not authorized by the CRA; and
- g) fees and costs for general office expenses of the practitioner.

In allowing reasonable fees and costs out of the Crown's priority claim(s), agreements for this allowance by the CRA are not binding on other creditors (including creditors for such things as construction lien claims or unpaid wages) holding a priority over fees and costs for administration of the estate. To avoid potential conflicts where there are surplus funds realized by the practitioner above the CRA's priority claim, the practitioner will have to negotiate with creditors holding priority over fees and costs separately in such cases. Also, the practitioner has to tell the CRA about the situation before asking the CRA for allowance of reasonable fees and costs. In those situations where the priority claims of other creditors are not known until after an agreement with the CRA is established, it will be necessary for the practitioner and the CRA to review the arrangement and make amendments as required.

All amounts recovered by the practitioner, related to an agreement with the CRA, will not be subject to costs or levies that would normally be charged or payable for amounts collected by the practitioner under the guidelines in the *BIA*..

### **Conservatory Measures Required**

The CRA acknowledges that to preserve the value of the property of the bankrupt, it may be necessary in exceptional cases for a practitioner to incur certain fees and costs before an administrative agreement can be finalized with the CRA. The following are examples of costs that may be required before the establishment of an administrative agreement:

- Cases where conservatory measures are required
  - section 18(a) of the *Bankruptcy and Insolvency Act* (BIA) permits the practitioner before the first meeting of creditors to “take conservatory measures and summarily dispose of property that is perishable or likely to depreciate rapidly in value” without a court order.
- Fees and costs required to ensure assets are not depleted by third parties before being identified, inventoried, and realized upon by the practitioner, including those for:
  - securing the assets
  - insuring the assets
  - insuring the premises

When the CRA has agreed that an administrative agreement is necessary, the reasonable fees and costs related to conserving assets, upon which the Crown’s priority claim(s) exists, will be allowed wherever appropriate.

To minimize up front costs, an **urgent** request for administrative agreements will be expedited through the process, using a special routing slip. The urgent routing slip, attached at [Appendix B](#), will include a brief summary of the request and will flag the account for priority attention by CRA staff.

The information requirements for these urgent cases are identical to those outlined in this communication and depend on the type of situation involved.

### **Enhanced Requirements to Pay**

In the normal course of business, the CRA will always (where permitted by legislation) proceed with recovery of accounts receivable owing to a bankrupt through the use of enhanced requirements to pay. This action is necessary to protect the Crown's claim(s) against the accounts receivable owing to the debtor from the claim(s) of other secured creditors.

The CRA recognizes that there will be exceptional instances where practitioner expertise is needed to maximize recovery of the accounts receivable, for example—in situations where a third party disputes the liability or looks to offset amounts owed against uncompleted work, repairs, or other services rendered but not paid by the bankrupt.

Finalizing an agreement authorizing a practitioner to collect accounts receivable for the CRA requires information to show the following:

- the existence of impacts related to disputes over performance, warranties, and set-offs; and
- the benefits of using the practitioner's expertise.

Where the CRA authorizes a practitioner to collect amounts that could otherwise be collected under subsection 224(1.2), the following minimum guidelines apply:

- The practitioner will make a full disclosure to the CRA of all amounts payable to the tax debtor at the time the arrangement is proposed.
- The practitioner will maintain and provide, on request, an accounting of the amount(s) received, including the date received and the name of the source of payment.
- The practitioner will hold any amounts so collected in trust for the Crown.
- Amounts collected by the practitioner will be remitted to the CRA, within a reasonable time frame, as negotiated between the parties.
- No costs or levy will be charged or payable for amounts collected by the practitioner under these guidelines.

- Amounts collected by the practitioner will not be used to fund other collection activity, regardless of whether the Crown would benefit from such action.

Where there are existing enhanced requirements to pay in effect from the CRA and on the issuing of any new enhanced requirements to pay, where agreements with the practitioner have been finalized by the CRA, a letter to third parties (see [Appendix C](#)) will be issued, outlining the action taken and directing them to forward any amounts captured to the practitioner, until advised otherwise.

The practitioner, upon examining and determining the nature and extent of a third party's liability to pay any monies to the tax debtor, should only agree to accept less than the third party's recorded liability after discussion and the written agreement of the CRA.

In situations that involve the recovery of amounts subject to enhanced requirements to pay, the reasonable fees and costs negotiated should reflect the difficulty the trustee encountered in recovering the amount involved. Only those fees and costs directly attributable to actions taken for the Crown's benefit (such as legal fees, prorated trustees fees, GST, postage/courier fees), in accordance with the agreement negotiated with the practitioner, will be allowed.

Revenu Québec, in recovering GST amounts for the Crown, will be responsible for entering into administrative agreements with practitioners and receivers. In those estates where related liabilities exist (that is—source deductions and GST), any request for an administrative agreement will be handled through the Quebec Region's insolvency group.

### **Policy and Process –Tiered Approach**

There are various situations in which the CRA may be asked to enter into an agreement with a practitioner for the payment of reasonable fees and costs. With this amended policy, CRA processes will use a tiered approach to deal with the key scenarios encountered by practitioners and the CRA.

In keeping with the policy intent for authorizing the use of Crown funds, this approach provides clear guidelines and information requirements, to practitioners and CRA staff. The approach will promote expedited processing of requests while ensuring the fullest protection of the Crown's priority interests.

The tiered approach includes standardized request forms for use by practitioners, along with formal response letters to be used by the CRA to convey decisions and/or requests for more information. Formalizing this communication process will promote timeliness, as well as completeness in review and responses to requests, and help practitioners to provide all necessary information.

The tiered approach involves the following:

- expedited approach for summary administration bankruptcy files
- routine approach for ordinary administration bankruptcy files
- special cases, including:
  - conversion from summary administration bankruptcies to ordinary administration bankruptcies
  - conversion from proposal to bankruptcy
  - enhanced requirements to pay
  - receiverships

### **Summary Administration**

Summary Administration files generally provide a limited amount of estate funds through which the costs associated with administering an estate may be deducted. These cases involve limited assets (including surplus income payments) and may or may not involve a secured creditor taking action against a bankrupt's assets.

If a debtor entering into bankruptcy has limited or no assets (and the CRA has approved an administrative agreement), the CRA will usually recognize and allow a practitioner's reasonable administrative fees and costs. In these summary administration estates, Rule 128 of the *BIA*, "Trustee Fees and Disbursements in Summary Administration," outlining the administrative fees and costs that a trustee can normally deduct from the assets available within an estate, will normally be used by the CRA in establishing the reasonable fees and costs allowed.

Where a secured creditor has not released its secured charge and is pursuing this interest against the assets of the bankrupt debtor, and the estate does not have enough assets to cover the administrative costs of the estate as a result, the CRA will not usually enter into an administrative agreement with a practitioner. Exceptions will be considered by the CRA case by case. However, the CRA will allow the reasonable fees and costs associated with the realization of an asset that provides a direct benefit to the Crown.

To let the CRA review and make decisions quickly in these scenarios, the limited information requirements, required from the practitioner, are as noted in the letter shown in [Appendix D](#).

Upon review, where no more information is needed and no change in circumstances occurs, the CRA will work towards providing a response to requests within **two business days** of their receipt by the responsible collection officer.

#### ***Exception – Conversions of Summary Administration files to Ordinary Administrations***

In cases where a summary administration file is converted to an ordinary administration file, any pre-existing agreement with the CRA for allowance of fees and costs must be revisited, and an updated request must be submitted to the CRA for a review and decision.



### **Ordinary Administration**

Ordinary Administration bankruptcies can be much more involved and complex in nature, requiring more detailed information and extensive review by the CRA. These filings may involve large debts and several competing creditor claims, including those of secured creditors making a charge against a bankrupt's assets. As with summary administration files, such scenarios may result in limited estate funds available to cover the costs of administering the estate.

Under these circumstances and in recognition of the Crown's priority claim against all assets of a debtor, the CRA will only consider agreements for the allowance of a practitioner's reasonable administrative fees and costs in those instances where the secured creditor(s) has released its secured charge, in whole or in part, against the debtors assets, and funding for administrative costs from third-party sources is not available.

In estates that involve a petitioning creditor (or a secured creditor who has employed the services of the trustee to realize upon their security interest in a bankrupt debtor's property), reasonable fees and costs will be limited to the practitioner's direct expense in possessing, storing, insuring, repairing, preparing for sale, and selling assets generating proceeds towards payment of the Crown's priority claim(s). Practitioners will be expected to recover the costs of general administration of the estate from the petitioning or secured creditor.

To facilitate completion of a thorough review and quick decision making by the CRA, the information required from the practitioner is outlined in the letter shown in [Appendix E](#).

Upon review, where no more information is needed and no change in circumstances occurs, the CRA will work towards providing a response to requests within **five business days** of their receipt by the responsible collection officer.

### **Conversions from a Proposal under the Bankruptcy and Insolvency Act (BIA) to a Bankruptcy**

The CRA recognizes that there are cases where, on failure of a proposal filed under the BIA, the file may be converted to an ordinary administration bankruptcy.

In these cases, the guidelines and information requirements are equivalent to those for ordinary administration bankruptcies noted above. However, the reasonable fees and costs allowed in these cases will be limited to those that accrue after the assignment into bankruptcy. This will prevent the CRA from being blindsided with a large trustee fee without notice and review. The limit will also reinforce the need for debtors, upon retaining the services of a practitioner, to provide adequate security for fees associated with their proposal.

## **Receiverships**

Receiverships include any legal or equitable proceeding started by the court or a secured creditor (further to a security agreement) during which a receiver is appointed to possess and realize upon some or all of the assets of a debtor and distribute the proceeds to secured creditors.

Since the circumstances under which a receiver may be appointed will vary, where the existence of the Crown's priority claim(s) to the debtor's assets may conflict with the administration of an estate, the allowance of reasonable fees and costs associated with realization of assets encumbered by the Crown's priority charges will be considered case by case. More policy direction on receiverships will be provided in another document.

## **Final Accounting Information Required by the CRA**

After the acceptance of an agreement to allow reasonable fees and costs, the CRA requires the following accounting information, relating to the administration of the bankruptcy estate and of all actions directly related to realization of the assets to which the Crown's priority claim(s) attach:

- interim and final statement(s) of receipts and disbursements (as applicable)
- trustee's final accounting including detailed time charges (as applicable)

## **Request and Response Procedures**

As indicated previously, standardized request forms for use by practitioners, along with formal response letters to be used by the CRA to convey decisions and/or requests for more information will be used in all cases.

Formalizing this communication process will promote timeliness and completeness in review and responses to requests, and help practitioners to provide all of the necessary information.

### **1) Practitioner Requests**

To ensure timely actioning of a practitioner's request, the CRA has developed standardized request letters for use in providing information to the Agency for review. The letters identify key information, as outlined in this policy, which the CRA requires to complete both its review and its decision-making process. The letters and a routing slip are given in appendices B, D, and E:

- [Appendix B – Routing Slip for Urgent Requests](#)
- [Appendix D – Request Letter for Summary Administration Estates](#)
- [Appendix E – Request Letter for Ordinary Administration Estates and all other special circumstances](#)

## 2) **Agency Response to Practitioners**

The prescribed letters will be used by CRA staff for responses to all requests, and, in the case of disallowance, will clearly outline the reasons and/or more information needed by the CRA to make a decision.

Practitioners are instructed to send all requests as follows:

- to the assigned officer (if an officer is assigned to the account); or
- If there is no assigned officer, requests should be sent to the responsible 12R intake site<sup>1</sup> for assignment of the request to an officer.

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<sup>1</sup> A listing of 12R contact sites for cases with no assigned officer within each region will be provided to all practitioners.

## **Appendix “A” - Legislation**

The Crown’s property claim(s) arises by operation of the law pursuant to the following:

<b><u>Legislative Reference</u></b>	<b><u>Trust Monies</u></b>	<b><u>Enhanced Requirement to Pay</u></b>
<i>Income Tax Act</i>	227(4) & (4.1)	224(1.2)
<i>Excise Tax Act</i>		317(3)
<i>Air Travellers Security Charge Act</i>		75(3)
<i>Canada Pension Plan Act</i>	23(3) & (4)	
<i>Employment Insurance Act</i>	86(2) & (2.1)	

## **Appendix B – Routing Slip for Urgent Requests**

Attached, please find an “**urgent**” request for an Agreement between [\(representative name\)](#) and Her Majesty the Queen, in regards to the bankruptcy of XYZ.

Please be advised that on the [\(date\)](#), XYZ filed an assignment in bankruptcy, pursuant to the Bankruptcy and Insolvency Act, and that [\(representative’s name and address\)](#) has agreed to serve as a trustee in bankruptcy (“trustee”) for XYZ.

We submit this “**Urgent**” request for an agreement due to the following circumstances that require us to take immediate actions to preserve the condition and control of assets to which priority provisions apply (Insert summary below containing all details relative to the urgency of the file, including any applicable timeframes):

Please find attached our request letter, along with the information required to assist you in your review.

Should you have any questions or require additional information, please contact:

**Insert Trustee Contact Name and Telephone Number**

## Appendix “C” Enhanced Requirements to Pay

Attention:

Dear Sir:

Re:

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The attached Enhanced Requirement to Pay is being issued, pursuant to subsection 224(1.2) of the Income Tax Act, to capture any funds which you have payable or may have payable to the above noted party.

The above noted party is the subject of insolvency proceedings and that the authority to intercept any funds owing to this party, as provided in subsection 224(1.2) of the Income Tax Act, is not impeded by any stay of proceedings associated with those proceedings.

Further to an agreement between the Canada Revenue Agency and “**insert Representative’s Name**”, any amounts subject to this Enhanced Requirement to Pay are to be directed to “**insert Representative’ name**” until the Canada Revenue Agency provides you with other instructions.

Pursuant to subsection 224(4) of the Income Tax Act, failure to comply with the terms of this Enhanced Requirement to Pay may result in an assessment and legal action against yourself for any amount that you fail to remit to the trustee.

If you require further information with respect to this matter, please contact our office at the telephone provided in this letter.

Yours truly,

## Appendix D – Request Letter for Summary Administration Estates

**RE: Agreement between (representative name) and Her Majesty the Queen, in regards to the bankruptcy of XYZ**

Please be advised that on the (date), XYZ filed an assignment in bankruptcy, pursuant to the Bankruptcy and Insolvency Act, and that (representative's name and address) has agreed to serve as a trustee in bankruptcy (“trustee”) for XYZ.

Subject to verification by the Canada Revenue Agency (“Agency”), XYZ is indebted to the Agency for approximately (pick applicable liability(ies):

- 1) (liability) of source deductions, under the account # (123456789RP),
- 2) (liability) of Good and Services Tax (GST), under the account # (123456789RT),
- 3) (liability) of Air Traveller’s Security charge, under the account # (123456789RG).

The books and records for XYZ are located at:

(Representative's name) has confirmed the assets and estimated net realizable value for the estate of XYZ are as follows (list all applicable assets individually):

(Representative's name) is seeking Agency’s consent to claim(s) reasonable administrative fees and costs out of the net proceeds of realization, prior to the payment of amounts otherwise payable pursuant to the (1) Crown’s deemed trust claim(s) under subsection 227(4) of the *Income Tax Act*, and/or (2) Crown Enhanced Requirement to Pay under subsection 224(1.2) of the *Income Tax Act*, subsection 317(3) of the *Excise Tax Act*, and/or subsection 75(3) of the *Air Travellers Security Charge Act*.

Based on the preliminary review of the estate, the estimated administrative fees and costs, before disbursements, would approximate (dollar amount). The anticipated amount to be received by the Agency, would approximate (dollar amount).

To facilitate the Agency’s review, attached please find the following information:

- Initial Assignment form
- T1013 – Completed Third Party Authorization form (if not already on file with CRA)
- Copies of 3<sup>rd</sup> Party deposits/guarantees or confirmation that none have been received
- Estimated costs of realization per asset/category of assets (e.g. for inventory)

Please contact our office, should you require additional information or wish to further discuss this estate.

**Appendix E – Request Letter for Ordinary Administration Estates and all other Special circumstances**

**RE: Agreement between (representative name) and Her Majesty the Queen, in regards to the bankruptcy of XYZ**

Please be advised that on the (date), XYZ filed an assignment in bankruptcy, pursuant to the Bankruptcy and Insolvency Act, and that (representative's name and address) has agreed to serve as a trustee in bankruptcy (“trustee”) for XYZ

Subject to verification by the Canada Revenue Agency (“Agency”), XYZ is indebted to the Agency for approximately (pick applicable liability (ies):

- 4) (liability) of source deductions, under the account # (123456789RP),
- 5) (liability) of Good and Services Tax (GST), under the account # (123456789RT),
- 6) (liability) of Air Traveller’s Security charge, under the account # (123456789RG).

The books and records for XYZ are located at:

(Representative’s name) has confirmed the assets and estimated net realizable value for the estate of XYZ are as follows (list all applicable assets individually):

(Representative’s name) is seeking Agency’s consent to claim(s) reasonable administrative fees and costs out of the net proceeds of realization, prior to the payment of amounts otherwise payable pursuant to the (1) Crown’s deemed trust claim(s) under subsection 227(4) of the *Income Tax Act*, and/or (2) Crown Enhanced Requirement to Pay under subsection 224(1.2) of the *Income Tax Act*, subsection 317(3) of the *Excise Tax Act*, and/or subsection 75(3) of the *Air Travellers Security Charge Act*.

Based on the preliminary review of the estate, the estimated administrative fees and costs, before disbursements, would approximate (dollar amount). The anticipated amount to be received by the Agency, would approximate (dollar amount).

To facilitate the Agency’s review, attached please find the following information:

- Initial Assignment form
- Financial Statements
- Appraisal reports (where completed and/or available)
- Valuation details and type of valuation
- Estimated costs of realization per asset/category of assets (e.g. for inventory)
- A copy of security agreements
- Estimated timeframe for liquidation
- Summary of extraordinary items (i.e. conservatory measures required and timeframes) where applicable
- T1013 – Completed “Authorizing or Cancelling a Representative” form (if not already on file with CRA)



- Copies of 3<sup>rd</sup> Party deposits/guarantees or confirmation that none have been received

Please contact our office, should you require additional information or wish to further discuss this estate.

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Representative Name