



November 25, 2025

TrasBC Freight Ltd.
400 Ewen Ave
New Westminster, BC V3M 5B2

Commissioner's Decision

TrasBC Freight Ltd. (CTC Decision No. 34/2025) (Application for Reconsideration of CTC Decision No. 25/2025)

Introduction

1. On October 19, 2025, the Office of the BC Container Trucking Commissioner ("OBCCTC") received an application from TrasBC Freight Ltd. ("TrasBC") pursuant to section 38 of the *Container Trucking Act* ("Act") seeking reconsideration of a September 19, 2025 [Decision Notice \(CTC Decision No. 25/2025\)](#) ("Decision Notice") and an August 19, 2025 [Commissioner's Decision \(CTC Decision No. 25/2025\)](#) ("Decision").

Commissioner's Decision and Decision Notice

2. In the Decision, I determined that TrasBC failed to pay a company driver (Mr. Singh) the regulated rate in accordance with section 23 of the *Container Trucking Act* ("Act") over 13 pay periods between July 16, 2021 and October 30, 2022 and owed \$5,659.12 as a result. I also determined TrasBC was in breach of section 24(1) of the *Regulation* when it failed to pay its company drivers – including Mr. Singh - within 8 days after the end of the pay period. I proposed an administrative penalty of \$3,000. I also ordered TrasBC to pay Mr. Singh the monies owing by no later than September 4, 2025 ("Order"). Consistent with s. 34(2) of the *Act*, CDI was provided with the prescribed seven days to respond.
3. TrasBC provided a response by the deadline and in the Decision Notice I imposed a \$3,000 administrative fine to be paid within 30 days.
4. The Commissioner's Decision and the Decision Notice were published on or around September 19, 2025.
5. On September 23, 2025, TrasBC submitted a signed compliance form to demonstrate that it had paid the wages owed to Mr. Singh in accordance with the Order. An affidavit sworn by Mr. Singh on September 8, 2025 was attached to the compliance form stating as follows:

26 August 2025

I was told that I would receive a payment of \$5,659.12 from my employer, TrasBC, because a decision was made by the Office of the British Columbia Container Trucking Commissioner on August 19, 2025.

I asked to see the decision but because of confidentiality reasons, I was shown the last page of the decision (page 8 I believe), this pay was also redacted for the most part but the amount my employer was to pay me was clearly listed on the page.

I am a person who takes pride in my hard-earned income. I cannot accept this payment and again, clarify that my employer does not owe me any outstanding amount for wages or other types of payments related to my employment.

6. On September 23, 2025, TrasBC sought and was granted an amendment to the Order after Mr. Singh indicated that he would not accept the monies ordered in the Decision. The Order was amended as follows:

I order TrasBC to pay Mr. Singh the sum of \$5,659.12 less any statutory deductions and send the cheque and wage statement to the Office of the BC Container Trucking Commissioner no later than September 29, 2025. ("Amended Order")

7. I also advised TrasBC that the cheque would not be released to Mr. Singh until October 19, 2025 or until a reconsideration decision is issued, whichever was later.
8. The cheque and wage statement was provided to the OBCCTC by the deadline.

Reconsideration

9. TrasBC does not seek reconsideration of the findings at paragraphs 25 and 28 of the Decision that company drivers were paid more than 8 days after the pay period during the Audit Period in breach of section 24(1) of the *Regulation*.

Advance Payment

10. TrasBC restates many of its arguments that TrasBC and Mr. Singh had entered into a written agreement that constituted a "credit obligation" captured by section 22 of the *Employment Standards Act* ("ESA") and the Commissioner improperly characterized these "advances" as "deferrals" based on "his assumption" and "lack of evidence." TrasBC further argues it was "permitted under the ESA, [to honour] any credit obligations that arose from that agreement would be deemed valid whether or not the ESA or other statutes expressly addressed these obligations."¹

11. TrasBC does not explicitly identify the "written agreement" initiated by Mr. Singh, but I infer that it

¹ Submission, page 2

is referring to the July 14, 2021, correspondence referenced throughout the Decision and Decision Notice. At paragraphs 20-23 of the Decision and paragraph 11 of the Decision Notice, I set out why I did not consider the payments to Mr. Singh involved advances I am not persuaded that the July 14, 2021, correspondence was a “credit obligation” as contemplated by the ESA. TrasBC’s submissions have not changed my view on this. Nor, in any event, could TrasBC contravene the requirements of the container trucking regime even if it were a credit obligation under the ESA.

Banking Pay

12. TrasBC generally restates many of its arguments that it was entitled to “accept employee requests for wage deductions with written consent” in accordance with section 22 of the ESA including Mr. Singh’s written request to “bank” his wages in excess of \$3,500 to ensure demonstrate he had a steady income. TrasBC also restates its arguments that a 2025 Industry Advisory² contemplates “time banks” and the Commissioner’s reliance on section 24(1) of the *Container Trucking Regulation* “as a blanket approach to cover all wage deductions, including banking pay, is inappropriate given this ambiguity.”
13. At paragraphs 11 and 12 of the Decision Notice, I set out why I did not consider the withholding of Mr. Singh’s earned pay more than 8 days after the end of the pay period to constitute a time bank as set out in the ESA (even assuming that would be relevant under the *Container Trucking Act* and *Regulation*). I also explained why I did not accept that the 2025 Industry Advisory created any confusion about the use of time banks. I am not persuaded to find differently based on TrasBC’s submission.
14. TrasBC also argues that I should give weight to Mr. Singh’s refusal to accept the wages paid to him in the Order as evidence that he consented to the “time bank” arrangement and no additional wages are in fact owed.
15. I am not persuaded that Mr. Singh’s refusal to accept the payment set out in the Order as evidence of an agreement for allowing “deductions” or receiving “advances” – even if I accepted Mr. Singh could contract out of the container trucking legislation (which I do not). As stated in paragraphs 22 to 26 of the Decision, TrasBC’s poor record keeping made determining the exact hourly rate of pay for Mr. Singh difficult. At paragraph 37 of the Decision, I provided a pay-period by pay-period breakdown of Mr. Singh’s wages and how I calculated the wages owed. Mr. Singh’s affidavit states that TrasBC “does not owe me any outstanding amount for wages or other types of payments related to my employment” but also states that he was not provided the reasons I determined that monies were owing. Regardless, it is not open to TrasBC to pay Mr. Singh less than the regulated rate, even with Mr. Singh’s purported agreement. I am satisfied that TrasBC did not pay Mr. Singh all the wages owed in a pay period and the payroll documents – such as they are – do not persuade

² Decision Notice, para 7.

me otherwise.

Error in Law

16. TrasBC argues that the Commissioner ought to interpret any ambiguity in employment contracts and policies in favour of employees and broadly and liberally interpret the ESA in favour of employees as set out in *Machtinger v HOJ Industries Ltd.* and *Rizzo & Rizzo Shoes Ltd. (Re)*. In this case, TrasBC argues that an arrangement consented to by Mr. Singh and supported by section 22(4)(a) of the ESA “should be viewed in TrasBC’s favour....”³
17. The ESA is not the applicable statute. There is no ambiguity in the requirement in section 24(1) of the *Regulation* that a licensee “must pay remuneration” within the timeline specified. I am not persuaded that a licensee and a driver can agree to delay the payment of earned wages to a later period than prescribed in section 24(1) of the *Regulation* to accommodate a driver’s personal circumstances
18. Deadlines for wage payment are in place to ensure that all drivers are paid in a timely and predictable manner for all the work they have performed in a pay period and to protect them from wage theft and exploitation. To permit a driver to negotiate with a licensee a payment beyond the prescribed time period could lead to the very exploitation that the deadlines are aimed at preventing
19. As will be clear from the above, I also do not accept that TrasBC’s interpretations favour the employee.
20. I am also not persuaded that the “advance of wages to the employee from the employer” in section 22(4)(a) of the ESA can be broadly interpreted to include the withholding of wages earned by the employee and paid to them later as occurred in this case. In such cases, there is not a “credit obligation” of the employee to the employer, but rather an obligation of the employer to employee. Such arrangements are not captured by section 22(4)(a) of the ESA.

Administrative Penalty

21. TrasBC restates its arguments that the Commissioner erred when escalating the administrative penalty because TrasBC was not previously found in breach of section 24(1) of the *Regulation* and the issue of “time banks” had not been previously addressed. In addition, TrasBC argues the Commissioner failed to accept TrasBC’s “good faith efforts, employee consent, and most importantly, the lack of clarity in regulation and advisories regarding time banks”.
22. At paragraph 34 of the Decision and paragraphs 11 and 12 of the Decision Notice, I explained why I did not accept TrasBC’s arguments that these are mitigating factors. TrasBC has been found in

³ Submission, page 4.

breach of several provisions of the Regulation and its licence. A \$3,000 penalty is not out of proportion.

Conclusion

23. For the reasons set out above, I dismiss TrasBC's application for reconsideration and confirm the administrative fine of \$3,000.

24. This reconsideration will be published on the Commissioner's website.

25. Accordingly, I will release the cheque to Mr. Singh.

Dated at Vancouver, B.C., this 25th day of November 2025.

A handwritten signature in blue ink, appearing to read "Glen MacInnes". The signature is fluid and cursive, with the first name "Glen" and last name "MacInnes" clearly distinguishable.

Glen MacInnes
Commissioner