



July 06, 2026

Canada Drayage Inc.
1375 Kingsway Ave
Port Coquitlam BC V3C 1S2

Commissioner's Decision
Canada Drayage Inc. (CTC Decision No. 08/2026)

Introduction

1. Canada Drayage Inc ("CDI") was awarded a licence within the meaning of the *Container Trucking Act* (the "Act") effective December 1, 2024.
2. In [Notice of Order against Canada Drayage Inc. to Comply with the Container Trucking Act and Container Trucking Services Licence](#) (November 29, 2024) ("2024 Order") CDI was ordered, no later than 30 days from the date of the 2024 Order, to:
 1. Pay the driver identified in the Audit Report \$75.00 for the improper deduction; and
 2. pay its drivers the regulated rates for containers moved as either part of Fastfrate contract or on behalf of Fastfrate for January 2020 (i.e. \$7,734.46) and all other months including February and March 2020 during which CDI moved containers as either part of its Fastfrate contract or on behalf of Fastfrate; and
 3. provide the auditor with records for the Audit Period of CDI's CP Rail division as set out in the August 5, 2022 correspondence.(Order #1, Order 2, and Order #3 respectively)
3. On January 7, 2025, I agreed to suspend Order #1 and #2 pending CDI's receipt of a Commissioner's Decision. I also advised that CDI was required to comply with Order #3 no later than January 16, 2025 (subsequently extended to February 27, 2025). CDI failed to comply with Order #3 and instead challenged the Commissioner's jurisdiction to issue Order #3.
4. In [Canada Drayage Inc. \(CTC Decision No. 18/2025\)](#) ("Commissioner's Decision"), I found that CDI failed to comply with Order #3 and in [Canada Drayage Inc. \(CTC Decision No. 18/2025\)](#) ("Decision Notice"). I issued CDI a \$10,000 administrative penalty and suspended its license for 6 months or until it complied with Order #3 – whichever came first.
5. On August 1, 2025, Justice Fitzpatrick in BC Supreme Court File No. VLC-S-S-255679 granted a stay of the Decision Notice until one week after the Commissioner issued a reconsideration.
6. On November 17, 2025 CDI advised the OBCCTC that it would no longer perform prescribed container trucking services on or before December 19, 2025 and wished to surrender its CTS license.
7. In [Canada Drayage Inc. \(CTC Decision No. 33/2025\)](#) (Reconsideration of CTC Decision No. 18/2025), I

cancelled CDI's CTS license number 24-020 effective December 19, 2025 pursuant to s. 21 of the Act. I also dismissed CDI's application for reconsideration and confirmed the administrative fine of \$10,000 and the suspension of CDI's license (until the date of its cancellation on December 19, 2025) or until it complied with Order #3 – whichever came first. I noted that licensees should not be able to surrender their licences to avoid complying with orders meant to ensure drivers are properly paid and that the interim suspension was meant to motivate CDI to comply with Order #3. I also noted that if CDI did not comply, the question of monies owing to drivers could be addressed another way.

8. As of the date of this decision, CDI has failed to comply with Orders #1, #2, and #3.
9. In addition to the decisions discussed above, CDI has been the subject of two other Commissioner's decisions. In Canada Drayage Inc. (CTC Decision No. 02/2020), the Commissioner found that CDI had failed to ensure Indirectly Employed Operators were paid the minimum regulated rate. As CDI rectified this, the Commissioner exercised his discretion not to issue a penalty.
10. In Canada Drayage Inc. (CTC Decision No. 37/2025) (Reconsideration of CTC Decision No. 26/2026), I found that CDI moved three containers between facilities in the Lower Mainland in breach of sections 6.16 and 6.17 of its 2024 CTS licence and failed to provide the OBCCTC with payroll records in accordance with Appendix D of the 2024 CTS licence by the deadline (March 31, 2025). I imposed an administrative penalty of \$10,000 and a licence suspension of six months, or until such time as CDI provided the required payroll records, whichever was first, effective November 27, 2025.

Subsequent Compliance Audit

11. CDI's decision to stop performing licensed container trucking services meant that any monies owing would not be secured after November 30, 2027 and CDI could not be incentivized to comply with Orders #1-3 by the prospect of licence suspension or cancellation. CDI's failure to comply with Orders #1-#3 resulted in significant delays in determining the amounts owed to drivers and the pending expiration of the security bond posed a serious risk that the CDI drivers would not be paid any monies owing including the monies owed under Order #1 and #2. As a result, I instructed an OBCCTC auditor to reach out to CDI drivers for the payroll records in their possession. While reliance on information provided by drivers alone is not ideal as drivers are not required to maintain payroll records and the information may be incomplete, this was the only way of ensuring the drivers were correctly paid in accordance with the Act in light of CDI's refusal to comply with Orders #2 and #3.
12. On or around January 7, 2026, an OBCCTC auditor communicated with CDI's independent operators ("IOs") through their union with the following request:

If you performed any work at CDI and were not paid the regulated rate (including any work performed for its "railway division" or "Fastrate division") we are asking that you send us copies of those pay statements and trip sheets to registrar@obcctc.ca so that we can determine if any additional monies are owed.
13. Eleven IOs provided wage statements, time sheets and trip sheets that identified instances where they believed their hourly rates fell below the regulated hourly rates.

14. On April 28, 2026, the auditor provided CDI with copies of the records those IOs had provided and her calculations that the eleven drivers were owed a total of \$376,013.89 as a result of underpayment while performing regulated container trucking services for CDI's CP Rail division and/or Fastfrate division between December 2020 and December 2025. CDI was provided an opportunity to review the auditor's calculations and provide any additional records for her review by no later than May 12, 2026. In the same correspondence, the auditor reminded CDI that it had not paid the amounts owing in Orders #1 and #2. CDI requested and was granted an extension and provided a response on May 29, 2026.

CDI's Response and Analysis

15. CDI raises several objections to the auditor's calculations and for the sake of consistency I have adopted CDI's headings below.

Timing and Scope of Assessment

16. CDI argues that the Commissioner is barred by statute from assessing monies owing outside of a three-year period pursuant to section 43 of the *Act*. Section 43 of the *Act* does not prevent the Commissioner from issuing an administrative penalty under section 34 or ordering a licensee to compensate its drivers in accordance with section 23. Section 43 speaks to the laying of an information "to commence a prosecution for an offence under this Act." Read in context, this speaks to prosecution under the *Offence Act* and is not relevant in this case.
17. CDI argues also that "evidence degrades over time" and the Commissioner's decision to "include allegations dating back to December 2020 in the Assessment and delay in bring those issues forward will materially prejudice CDI's ability to defend itself against allegations which gave rise to the Assessment."
18. On August 5, 2022, CDI was advised that it was the subject of an audit and that it must "retain and make available upon request all records as required by Appendix D(4)(f) of its [2020] CTS licence for the past four years" (so as far back as 2018) and specifically warned that it "should not dispose of any records from this date forward until this audit, and any other proceedings arising out of this audit has ended." CDI now asserts, but does not establish, that the passage of time will prejudice its defense. I am unclear how payroll evidence "degrades" over time, but I am satisfied that CDI is not prejudiced by the passage of time in these circumstances especially when much of the delay was the result of the unwillingness of CDI to produce the records.

Failure to Account for Relevant Factors and Unreliable or Missing Data

19. CDI argues that the Commissioner is unable to determine whether drivers have been paid the prescribed rates because the auditor's analysis does not appear to consider the following:
- Drivers' individual experience rankings (i.e. whether they had accumulated at least 2,340 hours of container trucking experience);
 - Whether any of the drivers are company drivers/indirectly employed operators or independent operators;

- Any benefits that drivers may have received and which may have been included in any prescribed rates;
 - What hours were spent performing prescribed container trucking services, if any, and what hours were spent performing work to which prescribed rates do not apply; and
 - Whether any of the trips were “off dock” or “on dock” trips.
20. CDI also complains that the timesheet submitted by the drivers appear to have been taken at face value” and raises “other issues with the evidence that the Assessment was based on.” CDI argues that the start and finish times recorded on the time sheets submitted by drivers do not account for the driver performing regulated and unregulated work and may contain errors that were later rectified before the driver was paid. Additionally, CDI argues that none of the timesheets are original, many are unclear and illegible, and “none of the drivers have provided any statements or evidence capable of being cross examined.” CDI maintains that the documents and evidence “cannot be considered credible until these deficiencies are addressed.”
21. CDI also argues that a number of drivers whose information was included in the assessment do not have port passes and “do not do work that would attract the prescribed rates.”
22. CDI also questions the veracity of the payroll records provided by the drivers because “in the vast majority of these cases, neither the drivers nor their Union have ever raised issued with CDI regarding alleged underpayments.”
23. CDI also states that some of the calculations are based on “in gate” and “out gate” times “presumably obtained directly from port terminals” and since it was not provided copies of this data it cannot assess its credibility or even review it.
24. The difficulty of determining the amount a licensee owes its drivers does not excuse the licensee from paying its drivers and if such an approach were adopted it would be contrary to the remedial purposes of the *Act*. In *Nickel v. Phoenix Construction Systems Ltd.* 2021 BCCA 268 at paras 32-24 the Court of Appeal upheld the trial judge’s assessment of damages on the available evidence, despite the defendants’ critique of that evidence.
25. In *Blouin Drywall Contractors Ltd. v. C.J.A., Local 2486* (1975), 57 DLR (3d) 199 (Ont A) at para 29 (leave to appeal to SCC refused) the Court determined that a tribunal must do its best with the material provided:
- Having found that the employer was in breach of the agreement, the amount of wages lost, and that there were union members available to do the work, the board had jurisdiction to make the order in question. In such circumstances, the loss cannot be measured with certainty and the tribunal, like a court, must simply do its best at arriving at a fair assessment. . .
26. And in *Durham Catholic District School Board and OECA (1705DS0503EC)*, Re 2007 Carswell Ont 10375 a labour arbitrator ordered that teachers responsible for classes that exceeded the class size in the collective agreement should receive compensation even if was “rough justice” at paragraph 101:

This may result in “rough justice”, but that is better than no justice at all. A party in breach of its legislative or collective agreement obligations cannot rely on any such uncertainty to allow it to escape liability for the damages caused by its breach. Where it is certain that a breach has occurred and an injury has been suffered, the mere fact that it is difficult or even impossible to quantify the damages with precision, or ascertain the specific persons within a defined group who suffered the injury, does not mean that damages cannot or should not be awarded.

27. I agree with these approaches, particularly where, as here, the licensee is required by the terms of its licence to keep and make available upon request the records on which the calculations can be made refuses to provide those very records. It was open to CDI to provide payroll records to the auditor, particularize any work it says was not regulated, and identify any documents or calculations that it disagreed with. However, for reasons known only to CDI, CDI has not done so. CDI cannot complain about the quality of the evidence when it has refused, in breach of the terms of its licence and then in breach of specific orders, to produce its own evidence. CDI has refused to provide the information that would allow to the auditor to consider the factors it raises and I do not accept that CDI can avoid compensating its drivers as a result. In *Sturrock v. Ancona Petroleums Ltd.* (1990), 75 Alta. L.R. (2d) 216 (Alta. Q.B.) at paras 68-72 where the court accepted the plaintiff’s estimate of monies owing after the defendants had made it impossible to prove the exact amount.
28. Based on the evidence before me, the drivers were underpaid for performing regulated “off-dock” work on behalf of the licensee. Accepting the auditor’s calculations may be “rough justice,” but, as stated previously, it was open to CDI to provide payroll records to the auditor, particularize any work it says was not regulated, and identify any documents or calculations that it disagreed with.
29. I am not persuaded that the information provided to the auditor is unreliable. In Canada Drayage Inc. (CTC Decision No. 37/2025) (Reconsideration of CTC Decision No. 26/2026), I did not accept CDI’s argument that the *Act* and CTS licence only applied to on-dock trips. I understand CDI organized its work in such a manner that some of its drivers performed on-dock work (and required a port pass to access a marine terminal) and others performed only off-dock work (and did not did not require a port pass as they did not access a marine terminal), but in the circumstances all of the work attracts the regulated rates.
30. At paragraph 7 of the Notice of Order against Canada Drayage Inc. to Comply with the Container Trucking Act and Container Trucking Services Licence, I outlined the Teamster’s role in seeking a determination as to whether certain work qualified as container trucking services as early as 2022. At paragraph 12, I noted that a complaint had also been filed by a driver on or around August 2022.
31. I am unclear what CDI means by “in gate” and “out gate” information or how it believes the auditor relied on that information in her calculations. I note that the payroll information provided to the auditor appears to be information CDI provided to its drivers, so any references or information related to “in gate” and “out gate” would be in the possession of CDI. Again, CDI does not particularize these concerns and I fail to see the relevance of its unparticularized objections.

Privacy Concerns

32. CDI argues that any payroll records that were obtained by the Commissioner in breach of the *Personal*

Information Protect Act (“PIPA”) cannot be used as part of the assessment. CDI believes that the Union provided the auditor with the drivers’ payroll records and says that, to the extent that information was collected without the consent of the drivers to whom it pertains or in breach of *PIPA*, it cannot be used in the assessment.

33. Section 32 of the *Act* authorizes the Commissioner to require a person to produce or deliver any records for the purposes of an audit or investigation. In any event, all the payroll information provided to the auditor was from the drivers directly.

Grievance Process

34. CDI argues that the Teamsters have filed a policy grievance which deals with the “substance of the matters at issue in the Assessment” which is more appropriately addressed through the labour arbitration. In addition, CDI argues that continuing with the OBCCTC assessment will result in duplication of process and risk conflicting judgements.
35. I am not persuaded that a parallel grievance process necessitates discontinuation of the OBCCTC process. CDI was required as a term of the license to have security in place, but that security will expire as CDI’s license has been terminated. To delay a finding – especially since I was provided no evidence of the status of the grievance - may leave the Commissioner unable to ensure the drivers are paid. Of course, if the amount owed exceeds the security in place, the parallel grievance process may be an appropriate venue to secure the balance of the amount owing.

Decision

36. Based on the information before me, I am satisfied that CDI underpaid eleven of its IOs \$376,013.89 between December 2020 and December 2025 in breach of section 23 of the *Act*. It is also undisputed that CDI has failed to pay its drivers as required by Order #1 and #2. CDI thus owes a total of \$383,823.35 (\$75.00¹ + \$7,734.46² + \$376,013.89).
37. In accordance with s. 9 of the *Act*, I order CDI to pay the \$383,823.35 owing to the drivers set out in Appendix A no later than 12pm on July 15, 2026, and to provide proof of payment to the OBCCTC using the compliance form provided by no later than 12pm on July 22, 2026.
38. Pursuant to section 26 (a) and (b) of the *Container Trucking Regulation*, I will call CDI’s security to cover these amounts if CDI does not establish payment of its drivers in the amount owing by July 22, 2026.
39. The seriousness of the available penalties indicates the potential gravity of non-compliance with the *Act*. The *Act* is beneficial legislation intended to ensure that licensees pay their employees and IOs in compliance with the established rates. Licensees must comply with the legislation, as well as the terms and conditions of their licences, and the Commissioner is tasked under the *Act* with investigating and enforcing compliance.

¹ As confirmed in Canada Drayage Inc. (CTC Decision No. 18/2025)

² As confirmed in Canada Drayage Inc. (CTC Decision No. 18/2025)

40. In keeping with the above-described purpose of the legislation the factors which will be considered when assessing the appropriate administrative penalty include the following as set out in Smart Choice Transportation Ltd. (OBCCTC Decision No. 21/2016):
- The seriousness of the respondent's conduct;
 - The harm suffered by drivers as a result of the respondent's conduct;
 - The damage done to the integrity of Container Trucking Industry;
 - The extent to which the licensee was enriched;
 - Factors that mitigate the respondent's conduct;
 - The respondent's past conduct;
 - The need to demonstrate the consequences of inappropriate conduct to those who enjoy the benefits of having a CTS licence;
 - The need to deter licensees from engaging in inappropriate conduct, and
 - Orders made by the Commission in similar circumstances in the past.
41. CDI was previously penalized for failing to comply with an order to produce required records by and this decision does not revisit that administrative penalty.
42. In this case, the amount owing to the IOs is significant and CDI's refusal to provide the required records is also particularly egregious. All the statutory protections put in place to ensure drivers are paid the minimum regulated rates in a timely way have been hindered by CDI's refusal to provide the required records. Additionally, the absence of any ability under the *Act* to compensate drivers with interest for delayed wages hinders my ability to make the drivers "financially whole" and reinforces the importance of licensees correcting underpayments as soon as possible.
43. The *Act* and *Regulation* were enacted to ensure stability in the drayage sector through a regulatory scheme that ensures drivers are paid the regulated rates within a regulated period so as not to cause labour unrest or disruption. CDI failed to satisfy its obligations to pay its drivers the regulated rates and while an administrative fine at this stage will not correct CDI's behaviour going forward since they no longer perform regulated container trucking services, there is the importance of deterring other licensees from similar breaches of the *Act* and licence. Other licensees must also be cautioned that they cannot avoid their monetary obligations to their drivers and/or administrative penalties merely by surrendering their licence.
44. Based on the above considerations, and the fact that a serious penalty is needed to ensure that other licensees are dissuaded from engaging in such egregious and repetitive behaviour, I propose an administrative penalty of \$100,000. This proposed penalty is consistent with decisions made in similar circumstances, including Quality Forest Products Ltd. (CTC Decision No. 08/2025) and Embassy Transportation Inc. (CTC Decision No. 09/2025).
45. In the result and in accordance with section 34(2) of the *Act*, I hereby give notice that I propose an administrative fine of \$100,000.00.
46. In addition, as set out above, I will call CDI's security in the amount of \$383,823.35 (\$75.00 + \$7,734.46 + \$376,013.89) if I am satisfied that CDI has not paid the amounts to the drivers by 12pm on July 15, 2026.

47. Should it wish to do so, CDI has 7 days from the receipt of this notice to provide the Commissioner with a written response setting out why the proposed penalty should not be imposed.
48. If CDI provides a written response in accordance with the above, I will consider its response and I will provide notice to CDI of my decision to either:
- i. refrain from imposing any or all of the penalty; or
 - ii. impose any or all of the proposed penalty.

Conclusion

49. In summary, CDI has been found in violation of the *Act* for paying its drivers non-compliant rates. I have proposed a penalty of \$100,000.00.
50. This decision will be delivered to CDI and will be published on OBCCTC's website once the Decision Notice has been issued.

Dated at Vancouver, B.C. this 6th day of July 2026.

A handwritten signature in blue ink, appearing to read 'Glen MacInnes', is written over a light blue horizontal line.

Glen MacInnes
Commissioner

Appendix A

First Name	Last Name	2026 Audit	Order #1	Order #2	Total
[REDACTED]	[REDACTED]	\$ 2,876.04		\$ 625.59	\$ 3,501.63
[REDACTED]	[REDACTED]	\$ 13,256.72		\$ 614.90	\$ 13,871.62
[REDACTED]	[REDACTED]			\$ 253.21	\$ 253.21
[REDACTED]	[REDACTED]	\$ 18,307.11	\$ 75.00	\$ 609.15	\$ 18,991.26
[REDACTED]	[REDACTED]	\$ 30,861.65		\$ 643.80	\$ 31,505.45
[REDACTED]	[REDACTED]			\$ 420.46	\$ 420.46
[REDACTED]	[REDACTED]			\$ 423.78	\$ 423.78
[REDACTED]	[REDACTED]	\$ 81,389.96		\$ 308.96	\$ 81,698.92
[REDACTED]	[REDACTED]	\$ 47,736.50			\$ 47,736.50
[REDACTED]	[REDACTED]	\$ 6,396.07		\$ 462.01	\$ 6,858.08
[REDACTED]	[REDACTED]			\$ 187.39	\$ 187.39
[REDACTED]	[REDACTED]			\$ 987.26	\$ 987.26
[REDACTED]	[REDACTED]	\$ 67,109.36			\$ 67,109.36
[REDACTED]	[REDACTED]			\$ 110.72	\$ 110.72
[REDACTED]	[REDACTED]	\$ 38,689.86			\$ 38,689.86
[REDACTED]	[REDACTED]	\$ 17,549.10		\$ 715.78	\$ 18,264.88
[REDACTED]	[REDACTED]			\$ 930.88	\$ 930.88
[REDACTED]	[REDACTED]	\$ 51,841.52		\$ 343.64	\$ 52,185.16
[REDACTED]	[REDACTED]			\$ 96.89	\$ 96.89
[REDACTED]	[REDACTED]			\$ 0.04	\$ 0.04
Total		\$376,013.89	\$75.00	\$7,734.46	\$383,823.35