

**EMPLOYMENT STANDARDS TRIBUNAL**

In the matter of an appeal pursuant to Section 112 of the  
*Employment Standards Act* R.S.B.C. 1996, C.113

- by -

Trozzo Holdings Ltd.  
("Trozzo Holdings")

- of a Determination issued by -

The Director of Employment Standards  
(the "Director")

**ADJUDICATOR:** David B. Stevenson

**FILE No.:** 2000/292

**DATE OF HEARING:** July 4, 2000

**DATE OF DECISION:** July 20, 2000

## DECISION

### APPEARANCES

for Trozzo Holdings Ltd.	Mirella Trozzo
	Gina Anna Trozzo
for the individual	In person
for the Director	Joe LeBlanc

### OVERVIEW

This is an appeal pursuant to Section 112 of the *Employment Standards Act* (the “Act”) by Trozzo Holdings Ltd. (“Trozzo Holdings”) of a Determination that was issued on March 15, 2000 by a delegate of the Director of Employment Standards (the “Director”). The Determination concluded that Trozzo Holdings had contravened Sections 18 and 21 of the *Act* in respect of the employment of Donovan R. Price (“Price”) and ordered Trozzo Holdings to cease contravening and to comply with the *Act* and to pay an amount of \$146.39.

Trozzo Holdings says the Determination is wrong because Price owed them for room rental while he was employed and did not give Trozzo Holdings adequate notice that he was quitting.

### ISSUES TO BE DECIDED

The sole issue in this appeal is whether Trozzo Holdings has shown the Determination was wrong to have failed to set off the alleged room rental against wages owed to Price and to have considered that Price quit his employment without notice.

### FACTS

Price worked for Trozzo Holdings from December 2, 1999 until January 5, 2000 as a Sous Chef at a rate of \$7.15 an hour. There was no written authorization signed by Price to allow Trozzo Holdings to deduct any amount from his wages. The Determination notes these facts.

Trozzo Holdings acknowledged that wages were owed to Price that had not been paid.

### ANALYSIS

The Determination noted subsection 21(1) of the *Act*, which states:

21. (1) *Except as permitted or required by this Act or any other enactment of British Columbia or Canada, an employer must not, directly or indirectly, withhold, deduct or require payment of all or part of an employee’s wages for any purpose.*

There was argument in the appeal, and, in fact, no basis for such an argument in any event, that either the *Act* or some other enactment allowed or required Trozzo Holdings to withhold the alleged room rental from wages owed to Price. Subsection 22(4) of the *Act* does allow an employer to honour an employee's assignment of wages to meet a credit obligation, but such assignment must be in writing and none has been made in this case. Accordingly, subsection 21(1) of the *Act* prevails and the wages owed must be paid.

In response to the suggestion that the Determination should have considered that Price quit without notice, the *Act* contains no requirement that an employee is required to give notice. Accordingly, there was no basis for this consideration to have been included in the Determination.

There are no valid grounds for this appeal and it is dismissed.

**ORDER**

Pursuant to Section 115 of the *Act*, I order the Determination dated March 15, 2000 be confirmed in the amount of \$146.39, together with any interest that has accrued pursuant to Section 88 of the *Act*.

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**David B. Stevenson**  
**Adjudicator**  
**Employment Standards Tribunal**