

**EMPLOYMENT STANDARDS TRIBUNAL**

In the matter of an appeal pursuant to Section 112 of the  
*Employment Standards Act S.B.C. 1995, C. 38*

- by -

Twin Peaks Towing Ltd.  
("Twin Peaks")

- of a Determination issued by -

The Director Of Employment Standards  
(the "Director")

**ADJUDICATOR:** Norma Edelman

**FILE NO.:** 96/508

**DATE OF DECISION:** October 18, 1996

## DECISION

### OVERVIEW

This is an appeal by Twin Peaks Towing Ltd. (“Twin Peaks”), pursuant to Section 112 of the *Employment Standards Act* (the “*Act*”), against Determination No. CDET 003592 which was issued on August 7, 1996 by a delegate of the Director of Employment Standards. Twin Peaks disputes the finding of the Director’s delegate that it contravened Section 21 of the *Act* and owes wages to a former employee, Ivor Dean (“Dean”).

### FACTS

Twin Peaks deducted \$212.27 from Dean’s wages. The deductions were for alleged personal charges made by Dean on Twin Peak’s account. The charges consist of the cost of repairs to the company tow truck and a fee for inspecting a Ford Granada.

Dean denies any responsibility for the charges. Twin Peaks contends it is permitted to make the deductions because Dean signed an agreement permitting the deduction of any amount of company cash that he kept; any NSF cheques he wrote to Twin Peaks; and any personal charges that he made against Twin Peaks.

### ANALYSIS

Section 21 of the *Act* prohibits an employer from requiring an employee to pay any of the employer’s business costs by withholding the employee’s wages. An employer is prohibited from withholding wages from an employee for any reason, except for income tax, CPP, UIC or a court order to garnishee wages, or where permitted by the *Act*.

Section 22(4) of the *Act* permits an employer to deduct wages from an employee when an employee gives written authorization to deduct wages to meet a credit obligation.

The issue before me is whether the agreement signed by Dean permits Twin Peaks to make the deduction of \$212.27 from Dean’s wages. I find that it does not.

The pertinent part of the agreement signed by Dean states that Twin Peaks can deduct wages from Dean for any personal charges made by him against Twin Peaks. This blanket authorization which allows Twin Peaks to make deductions of non-specific amounts as a result of non - specific future occurrences is not, in my view, authorization within the meaning of the *Act*. The benefit to Dean, if any, is unknown, and Dean is not aware, in advance, of his liability. Moreover, there is no prior acceptance by Dean of a specific liability. Accordingly, I conclude that the deduction made by Twin Peaks is not in accordance with the *Act* and it owes Dean the amount of wages calculated by the Director’s delegate.

**ORDER**

I order, pursuant to Section 115 of the *Act*, that Determination No. CDET 003592 be confirmed.

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**Norma Edelman**  
**Registrar**  
**Employment Standards Tribunal**