



EMPLOYMENT TRIBUNALS

Claimant: Mr J Green

Respondent: Proactiv Cards Limited

HELD AT: Sheffield

ON: 8 December 2017

BEFORE: Employment Judge Little

REPRESENTATION:

Claimant: In person

Respondent: Mr J L Kalay, director

JUDGMENT

1. By consent the name of the Respondent is amended to Proactiv Cards Limited.
2. The complaint of unauthorised deduction from wages succeeds and the Respondent is ordered to pay to the Claimant forthwith the sum of £320.

REASONS

1. Before me this morning is a dispute about wages which Mr Green contends he is owed by Proactiv Cards Limited. There is some agreement between the parties in that it is agreed that the employment in question began on 19 September 2017 and Mr Green has confirmed this morning that he is not claiming payment for the induction day which he attended on 18 September. It is also agreed that the employment ended on 26 September and again the Claimant is confirmed that he is not claiming for that day either as essentially he simply went in to give his notice.
2. There is however a dispute as to which days were worked in the period between 19 and 25th September 2017. The Claimant says five days :- Tuesday 19th, Wednesday 20th, Thursday, Friday and the following Monday the 25th. The Respondent says four days :- 19th, 20th, 22 and 25th.

3. I note that Mr Kalay, managing director of the Respondent, whilst not being in the office all day every day, would have been in the office for some part of each day in the relevant period. It seems that he never found the Claimant absent.
4. From the texts that the Claimant has provided it seems fairly clear that work was being done on 20th, 21st and 22nd and from the documentation provided by the Respondent (the 'database') there is activity on the 25th, 22nd and 20th.
5. So piecing things together from the information supplied by both sides, regarding the first day Tuesday 19th, the Respondent concedes the Claimant worked that day because there was training. For the 20th, 21st, 22nd and 25th there is documented work being done. Accordingly in those circumstances I conclude that although timesheets would have been helpful, the documentation which I do have leads to the conclusion that the Claimant did work five days.
6. One of the defences raised by the Respondent was that the Claimant had given insufficient notice. There is a dispute about that. The Claimant says he left by mutual agreement. However as I have explained to the parties, whatever the rights and wrongs of that, the contract did not provide that pay could be withheld if the appropriate notice was not given. It follows that it is not a good defence to this claim to say that notice was not given. I make no Judgment as to whether or not the appropriate notice was given and if Mr Kaley wishes to do so he could pursue that in the County Court.
7. As far as the 'missing' P45 is concerned, I accept that the absence of a P45 may make the task of sorting out the payroll more awkward but that is not in itself a defence. In any event it seems that the Respondent was in possession of the P45 since about 10 October.
8. The Claimant has referred to a loan that he had obtained in order to pay his mortgage and utility bill. The Tribunal does have jurisdiction, if financial loss has been sustained because of an unlawful deduction, to compensate for that. However in the circumstances the loan which the Claimant received was from his family, no interest is payable and so there is no loss.
9. As far as stress is concerned, the Tribunal does not have the power to award compensation for stress in this type of case.
10. It follows that the Judgment that I give is that the Claimant worked five days, 8 hours per day at £8 per hour with the result that the Judgment is in the amount of £320 which the Respondent is ordered to pay to the Claimant forthwith.

Employment Judge Little

Date: 15th December 2017