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# EMPLOYMENT TRIBUNALS

**Claimant:** Mr D Opaluwa

**Respondent:** Innovit Limited (In Liquidation)

**Heard at:** East London Hearing Centre

**On:** 12 January 2018

**Before:** Employment Judge Hyde (Sitting alone)

## Representation

**Claimant:** Mr G Opaluwa, Brother of the Claimant

**Respondent:** Did not attend and was not represented: letter dated 10 January 2018 from Liquidator

# JUDGMENT

The judgment of the Tribunal is that:-

1. The name of the Respondent was amended to show the words “(In Liquidation)” after the name of the Respondent in the title.
2. The Claimant’s claim for notice pay (breach of contract) was well-founded and the Respondent is ordered to pay to the Claimant in the sum of £961.38 as damages for lack of notice representing 2 weeks gross pay.
3. It is declared that the Respondent unlawfully deducted the sum of £2,083.33 gross from the Claimant’s wages in respect of his salary for June 2017. The Respondent is ordered to repay that sum to the Claimant forthwith by payments into his bank account. The Respondent may pay that sum to the Claimant net subject to the production of satisfactory documentary evidence that appropriate statutory deductions had been made in respect of tax and national insurance.
4. The unfair dismissal complaint was well-founded.

5. The Respondent is ordered to pay compensation to the Claimant in respect of the unfair dismissal as follows:

(1) basic award

2 full years of employment x 1 x ( $\text{£}2083.33 \times 12 \div 52 = \text{£}480.69$  gross per week) =  $\text{£}961.38$

(2) Compensatory award

1. The Respondent not having entered into voluntary liquidation until 6 December 2017, the Tribunal awarded the Claimant lost income from the beginning of July 2017 to 16 November 2017 assuming that the employment was likely to have terminated on 30 November 2017 in the light of the voluntary liquidation and allocating the pay in respect of the last two weeks as notice pay. One week's net pay equals  $\text{£}386.18$ , the period from 1 July to 16 November 2017 equals 20 weeks, therefore  $\text{£}386.18 \times 20 = \text{£}7723.60$  net. There were no deductions to be made from that figure and as the Claimant had been abroad since the first week of July 2017, the Recoupment Regulations did not apply.

2. The Tribunal awarded the sum of  $\text{£}350$  in respect of loss of statutory employment rights.

6. The Tribunal adjusted the award by increasing it by 20% to reflect the fact that the Respondent had not complied with any procedures under the ACAS disciplinary process in terminating the Claimant's employment. The total in respect of the basic award and compensation for unfair dismissal came to  $\text{£}9,034.98$ . 20% added onto that came to a further sum of  $\text{£}1,806.99$  equals a total of  $\text{£}1,0841.97$ .

7. Further the Claimant having succeeded in relation to the claims above, the Tribunal awarded reimbursement of expenses incurred by reason of the unfair dismissal as follows:

50% of the costs of the Claimant having to purchase tickets at short notice to return to Nigeria =  $\text{£}478$

Loss of tenancy deposit of  $\text{£}320$  because of the Claimant having to vacate the premises at short notice.

8. The Tribunal further adjusted the notice pay award of  $\text{£}961.38$  gross by 20% on the same basis as the unfair dismissal compensation was adjusted =  $\text{£}192.26$ .

9. **The Claimant's applications for costs, for compensation for stress and inconvenience and for the costs of securing accommodation for himself in Nigeria on his return were refused.**

Employment Judge Hyde

17 January 2018