



EMPLOYMENT TRIBUNALS

Claimant

Respondent(s)

Mr M Wilson

v

Broadway Bar and Grill

Heard at: London Central Employment Tribunal

On: 23 January 2018

Before: Employment Judge Davidson

Representation

For the Claimant: in person

For the Respondent: did not appear

JUDGMENT AND REASONS

1. The claimant complains that he worked for the respondent between 11 and 24 August 2017 and received no wages despite agreeing an hourly rate of pay of £8.00. The claimant produced correspondence between him and Hayden of the respondent showing that the respondent does not dispute that the payment is owing and there are repeated promises that payment will be made as well as a payslip being produced. The respondent calculated the payment to be £1036 before tax based on 129.3 hours at £8.00 per hour.
2. The correspondent also shows that the claimant made it clear that he would bring tribunal proceedings if the payment was not made. The respondent acknowledged the involvement of ACAS through early conciliation. The respondent also appears to have seen the originating application because the communication thread between the parties stopped when the respondent told the claimant that he could not give him an update as he had 'implicated me in your statement'. The claimant took this to mean that he had mentioned Hayden in the originating application.
3. I accept this understanding and find that the respondent was aware that these proceedings had been brought and chose not to respond or participate.

4. I therefore award the claimant his unpaid wages as claimed.
5. In addition to the unpaid wages, the claimant claims for loss of his deposit on his rental property, which he was forced to vacate, forfeiting his deposit, as he was unable to pay rent because he was not paid his wages. The amount of his rent was £660 and the amount he forfeited by losing his deposit was £860.
6. I find that he is entitled to recover £200 as this is the sum he has lost by not receiving his pay. The remainder of the deposit was used by the landlord in lieu of unpaid rent. Had the claimant been paid his wages, this amount would have gone to the landlord as rent and he is therefore not out of pocket in relation to that sum.

The judgment of the tribunal is that the claimant's complaint of unlawful deduction from wages succeeds. The respondent is ordered to pay the claimant the following sums:

1. **£1036 gross in respect of unpaid wages**
2. **£200 as consequential loss**

TOTAL £1236

Employment Judge Davidson on 23 January 2018