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EMPLOYMENT TRIBUNALS

Claimant: Mr A Rehman
Respondent: Learning Hive Limited
Heard at: East London Hearing Centre
On: 16 July 2018
Before: Employment Judge J Brown

Representation

Claimant: In Person
Respondent: Did not attend and was not represented

REMEDY JUDGMENT

The judgment of the Tribunal is that:-

1. The Respondent shall pay the Claimant £1,476.00 net wages in compensation for unlawful deductions from wages.
2. The Respondent shall pay the Claimant £492.00 net notice pay.
3. The Respondent shall pay the Claimant £90.00 for unpaid expenses.
4. The Respondent shall pay the Claimant £283.00 net holiday pay which the Claimant had accrued up to the date of his dismissal.

REASONS

1. By a claim form presented on 12 May 2018, the Claimant brought claims for a redundancy payment, notice pay, unlawful deductions from wages, holiday pay and unpaid expenses against the Respondent, his former employer.
2. In the Claimant's claim form, he said that he had been employed by the Respondent as a Sales and Marketing Executive from 3 January 2018 to 19 March 2018. He said that he worked 35 hours per week and was paid £1,166.00 gross monthly or £1,066.00 net

monthly. He said that he had not been paid wages for 6 weeks work, that he had not been paid 2 weeks' notice pay, that the Respondent had not reimbursed him for £90.00 expenses he had incurred and that the Respondent had not paid him accrued holiday pay to which he was entitled.

3. On 17 May 2018 the Tribunal sent a Notice of Claim and a Notice of Hearing on 16 July 2018 at 12:00pm, to the Respondent at its registered address.

4. The Notice of Claim said that, if the Respondent wished to defend the claim, its Response must be received by the Tribunal by 14 June 2018. No response was received by the Tribunal.

5. On 6 July 2018 Employment Judge Brown issued Judgment under *Rule 21 Employment Tribunals Rules of Procedure 2013*, that the Claimants claims succeeded and remedy would be determined at a remedy hearing held on 16 July 2018 at 12:00pm.

6. That Judgment was sent to the Respondent at its registered address.

7. The Respondent did not attend the hearing today. The Claimant did attend and presented relevant documents, which included his contact with the Respondent and a wage slip. The wage slip confirmed that the Claimant was paid £1,066 net per month, £1,166.00 gross per month. The Claimants gross pay therefore was £13,992.00 per year or £269.08 a month. His net pay was £12,792.00 per year or £246.00 per month.

8. The Claimant gave evidence. He confirmed that he had worked from 3 January 2018 to 19 March 2018, a total of 75 days. The Claimant said that he had taken 1 day's holiday but he had not been paid for it and therefore had not taken any paid holiday during his employment.

9. The Claimant's contract of employment provided, at paragraph 21, that each party would give the other 2 weeks' notice to terminate employment.

10. The Claimant was therefore entitled to be paid two weeks notice pay to terminate his employment. The Respondent did not pay him notice pay. The Claimant was entitled to be paid £538.16 gross, or £492.00 net, notice pay. I ordered the Respondent to pay the Claimant his notice pay in that sum.

11. The Claimant told me, and I accepted, that he was not paid for 6 weeks' work. The Respondent therefore made unlawful deductions from the Claimant's wages in the sum of £1614.48 gross pay, or £1476.00 net pay. I ordered the Respondent to pay those sums to the Claimant on account of unlawful deductions from wages.

12. The Claimant told me, and I accepted, that he had incurred £90.00 travel expenses, travelling to schools on the Respondent's behalf during his working hours. I accepted that the Respondent had not reimbursed him his travel expenses, although the Claimant's employment contract required his employer to do so. I ordered the Respondent to pay the Claimant £90.00 expenses which the Claimant had incurred and the Respondent had failed to reimburse him, in breach of contract.

13. The Claimant had accrued 1.15 weeks holiday pay during his employment. He had worked for 75 days out of 365. The calculation was $75/365 \times 5.6 \times (\text{£}269.08 \text{ gross or$

£246.00 net weekly pay) = £309.63 gross or £283.00 net holiday pay. I ordered the Respondent to pay that accrued holiday pay to the Claimant.

14. I did not order the Respondent to pay a redundancy payment to the Claimant because the Claimant had insufficient service to entitle him to a redundancy payment.

Employment Judge

25 July 2018