



EMPLOYMENT TRIBUNALS

Claimant: Mr GS Hartley

Respondent: Mr DA Oldham trading as Lifecycle Landscapes

Heard at: Manchester

On:

8 March 2018

Before: Employment Judge Sherratt

REPRESENTATION:

Claimant: Litigant in person

Respondent: Not in attendance

JUDGMENT having been sent to the parties on 14 March 2018 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

1. The claimant brought a claim for arrears of pay and other payments. He did not bring a claim for breach of contract.
2. By a letter dated 11 January 2018 the tribunal served the claim on the respondent together with notice of the final hearing on Thursday 8 March 2018 at 10am at Alexandra House.
3. The respondent responded in writing on form ET3 on 8 February 2018.
4. The respondent indicated an intention to defend the claim but did not explain why the claimant was not entitled to be paid for work done other than alleging that the claimant's skills were well below professional, even basic standard. The claimant was asked not pressured to stay late to rectify poor work. He stated that no contracts were signed between the parties and that the claimant did not give any notice to

terminate his employment. He alleged that the claimant was self-employed. He confirmed that the claimant's hours of work were correct.

5. The respondent ticked the box to indicate his wish to make an employer's contract claim but did not provide details of that claim other than stating that no contracts were signed, they were in discussion and that the claimant broke his word. By a letter dated 26 February 2018 the tribunal asked the respondent to provide the grounds of the counterclaim, the amount of compensation sought and how it was calculated by 5 March 2018.

6. The respondent replied by email on 7 March in which he confirmed his awareness of the hearing date although claiming not to know the time and location of it. I have set out above that this information was provided when the claim was served.

7. The respondent indicated that there were inaccuracies in what the claimant had stated but this did not mean he was not willing to pay the claimant some of what he was rightfully owed. He indicated he was happy to pay the claimant £250 if the claimant honoured the completion of the work he had enlisted him to do during the respondent's two-day absence from the business. It was his intention that he and Mr Hartley should heal their disagreement personally and learn from this matter to move on cleanly with some healing. He trusted that the tribunal would hear his counter claim in addition to the written evidence already sent and do the right thing.

8. The claimant attended the hearing on 8 March 2018. The respondent was not present. I was satisfied that he had received notice of the hearing in writing when the claim was served on him and indeed he confirmed this in his email sent on 7 March. Given the content of his email I concluded that the respondent had decided of his own volition not to attend the hearing and so I decided to proceed with the hearing in his absence.

9. The claimant was affirmed and gave evidence to confirm the matters set out on his claim form. He confirmed that he had not entered into any written agreement with the respondent and that he expected to be paid as an employee, not on the basis of self-employment, at a rate of £500 per week for working 8.5 hours from 09:30 to 17:00 from Monday to Friday.

10. On the basis of his evidence I was satisfied that the claimant had worked a full week in the first week and that he was entitled to the balance of the week's pay in the sum of £250 after deducting an advance of £250 paid by the respondent.

11. I was satisfied that the claimant had worked on Monday 23 October in respect of which he was due to be paid £100 and that he was entitled to £105.84 in respect of the overtime hours set out on the claim form.

12. As the claimant had not been employed for 1 month Section 86(2) of the Employment Rights Act 1996 did not oblige him to give any notice of termination to his employer to terminate his employment.

13. On the basis that the claimant had not brought a contract claim under the Employment Tribunals Extension of Jurisdiction Order 1994 the tribunal did not have jurisdiction to entertain an employer's contract claim from the respondent.

Employment Judge Sherratt

30 April 2018

REASONS SENT TO THE PARTIES ON

1 May 2018

FOR THE TRIBUNAL OFFICE