



THE EMPLOYMENT TRIBUNALS

Claimant
Ms K Dodds

Respondent
AET Money Ltd

JUDGMENT OF THE TRIBUNAL Employment Tribunals Rules of Procedure 2013 –Rule 21

MADE AT NORTH SHIELDS
EMPLOYMENT JUDGE GARNON

ON 27 August 2019

JUDGMENT

1. The claims of wrongful dismissal (breach of contract), unlawful deduction of wages, failure to pay compensation for untaken annual leave and for a redundancy payment are well founded.
2. On the claim of wrongful dismissal, I order the respondent to pay to the claimant damages of £ 2423 gross of tax.
3. On the claim of unlawful deduction of wages, I order the respondent to re-pay to the claimant the sum of £1730.76 gross of tax and national insurance
4. On the complaint of failure to pay compensation for untaken annual leave, I order the respondent to pay compensation of £2653.83 gross of tax and national insurance
5. The claimant is entitled to a redundancy payment of £ 787.50 on which no tax is payable.
6. The hearing listed for 20 September 2019 is vacated

REASONS

1. The claimant, born 9 November 1988, presented her claims on 20 June 2019. She named as respondent “AET Money Ltd ” at an address in Camberley, Surrey, but gave a place of work in Whitley Bay. Her start date of employment was 2 January 2016 , her gross salary was £2500 per month. She was dismissed without notice on 21 March 2019 when the respondent ceased trading. She started a new job at £22000 per annum on 1 April 2019. She was not paid for the 3 weeks she worked in March. She claimed a redundancy payment , notice pay, arrears of pay and compensation for untaken annual leave. The claim was served on the address given on 25 June and not returned by Royal Mail.
2. A response was due by 23 July but none was received. An Employment Judge is required by rule 21 of the Employment Tribunals Rules of Procedure 2013 (the Rules) to decide on the available material whether a determination can be made. Employment Judge

Aspden performed a company search and found the registered office was an address in Middlesex. She was not convinced the claim had come to the attention of the respondent so directed it be sent to the registered office and granted the respondent an extension of time to file a response to 22 August. Still none was received. I now have sufficient information to enable me to find the claims proved and determine the sums to be awarded. They do not accord precisely with the claimant's expectations for reasons I shall briefly explain

3. Her contractual entitlement was to 3 months notice during which she would have earned £7500 but she obtained other, less well paid, employment on 1 April from which she will have earned £5077 during the balance of her notice period. The common law provides employment may be brought to an end by notice. Dismissal without such notice is termed "wrongful" and damages are the pay the claimant would have earned during the notice period less any sums received in mitigation of loss. Her loss is £7500 less £5077 = **£2423**.

4. The law of unlawful deduction of wages is in Part 2 Employment Rights Act 1996 ("the Act"). There was a failure to pay wages for three weeks at £576.92 per week = **£1730.76**

5. The claimant had 23 days (4.6 weeks) untaken annual leave. She is entitled under the Working Time Regulations 1998 to compensation of £576.92 x 4.6 = **£2538.47**.

6. The law of redundancy payments is in Part XI of the Act. The amount is a calculation based on a "week's pay", date of birth and length of service. She is entitled to half a week's pay for each year of continuous employment during which she was under the age of 22. Section 227 provides there is a cap of £525 gross on the amount of a week's pay. She is entitled to 1.5 x £525 = **£787.50**.

TM Garnon Employment Judge
Date signed 27 August 2019 .