



EMPLOYMENT TRIBUNALS

Claimant: Miss S Dawson

Respondent: Mr Scott Meikle

Heard at: Teesside Justice Centre

On: 20 January 2020

Before: Employment Judge Sweeney

Appearances:

For the Claimant: In person

For the Respondent: No appearance

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

The judgment of the Tribunal is that:

1. The claim of unlawful deductions in respect of arrears of pay is well founded and succeeds. The Respondent is ordered to pay the Claimant the gross sum of **£2,836.07** from which tax and national insurance is to be deducted.
2. The claim for breach of contract in respect of payment of outstanding expenses is well founded and succeeds. The Respondent is ordered to pay the Claimant the sum of **£699.93**.

REASONS

3. The Claimant's Claim Form was served and sent to the Respondent. A response was due by 19 December 2019. No response was received. I am required by Rule 21 of the Employment Tribunals Rules of Procedure 2013 to decide on the available material whether a determination can be made on the claims and, if so, obliged to issue a judgment which may determine liability and remedy.
4. I am satisfied that the response was correctly served on the Respondent.
5. The Claimant appeared before me today to give some further details of her claim. The Claimant was employed from 01 November 2018 to 06 September 2019.
6. Her gross pay was £25,000 per year. I have been provided with payslips showing monthly gross and net amounts. The Respondent failed to pay the Claimant all of her wages for the months of May, June, July, August and for the first week of September. I am satisfied that the Respondent failed to pay the Claimant her wages on each month on which they were due and that there was a series of deductions ending with a failure to pay the Claimant her pay for the first week of September 2019. The total gross amount of pay which was properly payable at the end of that series of deductions was £8,836.07. That would have equated to £7,456.39. I take these figures from the pay-slips handed up to me, which were provided to the Claimant by the Respondent.
7. The Claimant explained that since these proceedings were issued, the Respondent has in fact paid her £6,000 (by way of three instalments of £2,000 each). However, those payments were not accompanied by any break-down or explanation from the Respondent and nothing was said as to whether the payments were net payments or gross payments. The Claimant was not told if tax and national insurance contributions were accounted for to HMRC in respect of those three payments. If the payments were net payments, then the Claimant is still owed £1,456.39 net pay. That is the equivalent of 3.8 weeks' net pay. However, as the Respondent has not served a response and has not appeared today and as he has not said whether the payment of £6,000 was a gross or net payment, I proceed on the basis that it is a gross payment in part satisfaction of the Claimant's claim for unlawful deduction of wages.
8. That leaves a total gross payment outstanding of £2,836.07 to be paid to the Claimant. As I am required to award a gross sum, that is the amount which I have ordered the Respondent to pay. I am satisfied that the Claim for unlawful deductions is made out and that, setting off the monies paid to the Claimant, the amount of **£2,836.07** is still due to her.
9. I am also satisfied that the claim for breach of contract for failure to pay expenses is made out. The Claimant has produced a print-out showing the balance of outstanding expenses owed to her in the sum of **£699.93**.

Employment Judge Sweeney
Signed 20 January 2020