



EMPLOYMENT TRIBUNALS

Claimants: (1) Mr A Konohovs
(2) Ms A Gabura-Konohova

Respondent: W1 Soho Limited

Heard at: London Central

On: 18 February 2020

Before: Employment Judge Davidson

Representation

Claimants: in person

Respondent: did not attend

JUDGMENT

1. The tribunal accepts that it was not reasonably practicable to present the claims within the statutory time limit as the claimants were not aware until notified by the tribunal on 25 September 2019 (nearly four months after submitting the claims) that there was an inconsistency between the ACAS conciliation certificate and the originating applications. It appears that ACAS issued more than one certificate and the number used by the second claimant was not the same as the number supplied by ACAS. There was further confusion because the claimants attempted to lodge a multiple claim but were unable to do so for technical reasons. Once the claimants were aware of the problem, I find that the defect was remedied within a reasonable time thereafter. I therefore extend time and allow the claims to proceed.
2. The respondent has failed to lodge a notice of appearance in relation to either claimant and has failed to attend today's hearing. In the light of the overriding objective, I decided to consider the merits of the complaints at today's hearing and I make the following awards:
 - a. The respondent is ordered to pay to the first claimant a total of **£851**:
 - i. £649 in respect of 59 hours unpaid wages
 - ii. £202 in respect of holiday pay
 - b. The respondent is ordered to pay to the second claimant a total of **£763**:
 - i. £121 in respect of unpaid wages
 - ii. £440 in respect of notice pay
 - iii. £202 in respect of holiday pay

3. The respondent explained in correspondence with the first claimant that it would not pay the first claimant his wages for time worked because he failed to give notice. To the extent that the respondent relies on a contractual provision to support this position, I find that the respondent was the party in breach by failing to pay the first respondent his wages and therefore he was entitled to terminate the contract without notice. In any event, I do not accept that the respondent would be entitled to made deductions from the first claimant's pay on the grounds he had not given notice.

4. I did not have sufficient information to award the amount of the service charge claimed by the claimants or to consider the automatic unfair dismissal claimed by the second respondent. The claimants indicated that they would withdraw these elements of the claim if the withdrawal brought the case to an end.

Employment Judge Davidson

Date 18 February 2020

JUDGMENT SENT TO THE PARTIES ON

19/2/20

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FOR EMPLOYMENT TRIBUNALS