



EMPLOYMENT TRIBUNALS

Claimant: Ms S Matharu

Respondent: Lola Rose Interiors Ltd. (In Voluntary Liquidation)

Heard at: Leeds (by telephone)

On: 22 April 2020

Before: Employment Judge Shepherd

Appearances

For the claimant: In person

For the respondent: No appearance

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

The claims of unauthorised deduction from wages and failure to provide written statements of particulars of employment succeed and the respondent is ordered to pay to the claimant the following sums:

1. Unauthorised deduction from wages pursuant to section 13 of the Employment Rights Act 1996 – the net sum of £1616.04.
2. Failure to provide statement of employment particulars pursuant to section 38 of the Employment Act 2002 – two weeks gross pay – £1000.
3. The claim of unfair dismissal is dismissed.

Reasons

Upon considering the submissions of the claimant and the available material I am satisfied that the determination can be made of the claims.

1. The respondent is in voluntary liquidation and the address for service is now M.R. Insolvency PO Box 95, Heckmondwike WF16 6AU
2. The claimant presented a claim to the Employment Tribunal of unfair dismissal, unauthorised deduction from wages and failure to provide written particulars of employment.
- 3.. The time for presenting a response has expired and no valid response has been presented, and, on the information before the employment judge, the Tribunal has no jurisdiction to hear the claim of unfair dismissal, the claimant having been employed for less than two continuous years with the respondent, the claim of unfair dismissal is dismissed.
4. The claims of unauthorised deduction from wages and failure to provide written statements of particulars of employment succeed.
5. The claimant provided a payslip showing that the sum of £1616.04 net. This has not been paid to the claimant.
6. The claimant did not receive a written statement of particulars of employment as required by section 1 of the Employment Rights Act 1996 and, pursuant to section 38 of the Employment Act 2002 I can award an amount equivalent to 2 weeks' pay for equivalent to 4 weeks' pay. A statement from the director of the respondent indicated that a written contract of employment would be provided had the claimant completed her probation period. In the circumstances, I find it just and equitable to all the sum of two weeks' pay as there was an intention to provide written particulars.

Employment Judge Shepherd

Date: 22 April 2020