



EMPLOYMENT TRIBUNALS

Claimant: Mr Christopher Lloyd

Respondent: Industrial Roof Coatings Limited (in Voluntary Liquidation)

Heard at: East London Hearing Centre

On: Wednesday 17 June 2020

Before: Employment Judge A. Ross

Representation

Claimant: In person

Respondent: No appearance

JUDGMENT ON LIABILITY AND REMEDY

1. The complaint of unfair dismissal is dismissed on withdrawal by the Claimant.
2. The following complaints are upheld:
 - 2.1. unlawful deduction from wages under section 13 Employment Rights Act 1996;
 - 2.2. breach of contract (for notice pay and unpaid expenses);
 - 2.3. unpaid holiday pay under the Working Time Regulations 1998;
3. The Respondent shall pay the Claimant £4,316.52 assessed as follows:
 - 3.1. unlawful deduction from wages of £1755;
 - 3.2. damages for breach of contract of £1039.52 (including notice pay of £520 and unpaid expenses of £519.52);
 - 3.3. unpaid holiday pay of £1522.

REASONS

1. By a Claim form presented on 20 January 2020, after a period of Early Conciliation between 6 December 2019 and 6 January 2020, the Claimant brought complaints of unlawful deduction from wages, breach of contract, and a claim for holiday pay under Regulation 30 of the Working Time Regulations 1998.
2. The claim was listed for a 2 hour final hearing today. On **16 June 2020** the parties were notified that in accordance with the Presidential Guidance on the conduct of proceedings during the Covid-19 pandemic that the hearing would continue as a telephone hearing. This hearing took place as a telephone hearing to which the Public had access.
3. This has been a remote hearing which has been not objected to by the parties. The form of remote hearing was Audio. A face to face hearing was not held because it was not practicable, no-one requested the same and all issues could be determined in a remote hearing. I was not referred to any documents except the ET1.
4. The Respondent had not filed an ET3 Response, nor taken any part in the case. It had gone into Voluntary Liquidation on 31 January 2020.
5. Having explained the power of the Tribunal was limited by statute, so that the complaint of unfair dismissal could not succeed, the Claimant withdrew this complaint.
6. The Claimant gave evidence on affirmation. He confirmed the content of his Claim form was true. I accepted his evidence and made the following findings of fact:
 - 6.1. The Claimant was employed by the Respondent between 22 May 2019 and 21 October 2019.
 - 6.2. He was not provided with notice or paid in lieu of notice, not paid expenses owed to him of £519.52, and he was not paid for 13.5 days of work done which meant that he was owed £1755 gross for these days of work.
 - 6.3. The Claimant took no holiday and was entitled to be paid accrued holiday pay of 11.71 days.
 - 6.4. National Insurance and income tax of £2071 had been deducted from the Claimant's wages by the Respondent, but had not been paid over to the Inland Revenue by the Respondent.
7. Applying the relevant statutory provisions, I concluded that the complaints of unlawful deduction from wages, unpaid holiday pay, and breach of contract

were proved. I calculated that the Claimant was entitled to the sums set out in the Judgment, which the Claimant agreed. The Claimant was entitled to 1 week of notice pay as damages; this is to be paid net, which amounts to £520.

8. The Claimant had also sought the sum of £2071, being the National Insurance and income tax deducted from his wages by the Respondent, but which had not been paid over to the relevant body by the Respondent. I decided that I had no power to award the Claimant this sum. However, he may wish to inform the Inland Revenue of this matter, because that sum should have been paid to them.
9. Also, I explained the overdraft fee of £120 incurred by the Claimant was not recoverable from the Respondent.

Employment Judge A. Ross
Date: 30 June 2020