



THE EMPLOYMENT TRIBUNALS

Claimant: Mr M Warrilow

Respondent: Paignton Limited

Heard at: Teesside Justice Centre **On:** Friday 13th March 2020

Before: Employment Judge Johnson sitting alone

Members:

Representation:

Claimant: In Person

Respondent: No attendance, no appearance

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

1. The name of the respondent is amended to that shown above (Paignton Limited). The claim of unlawful deduction from wages is well-founded and succeeds. I order the respondent to repay to the claimant the sum of £826.64, being wages unlawfully deducted.

REASONS

1. By a claim form presented on 21st December 2019, following early conciliation from 30th October to 30th November, the claimant made a claim of unlawful deduction from wages. He had only been employed from 21st May 2019 to 9th September 2019. He was told by Mr Simon Wright, director of the respondent, on Monday 9th September, that he was being dismissed and would be paid at the end of the month as usual. No payment arrived in his bank, although he did receive the appropriate wage slip.
2. In its response, the respondent denied liability, saying that it had retained the claimant's salary in part payment for stock losses for which it held him responsible.

3. By virtue of the provisions of Section 13 of the Employment Rights Act 1996, an employer shall not make a deduction from wages of a worker employed by him, unless the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract or the worker has previously signified in writing his agreement or consent to the making of the deduction.
4. The claimant today informed me under oath that he had never received from the respondent a written contract of employment. Furthermore, he had never signed anything to confirm that he had agreed to any deduction from his wages.
5. The respondent failed to attend the hearing today. It's explanation in its response form ET3 is simply that "the final pay was retained in part repayment of the large losses that the company suffered whilst Mark was in control". There is nothing to indicate that there was a written contract containing a term by which a deduction was authorised to be made, nor anything which refers to anything signed by the claimant to confirm his prior agreement.
6. In all the circumstances, I am satisfied that there has been an unauthorised deduction from the claimant's wages and I order the respondent to pay to the claimant the sum of £826.64 in respect of wages unlawfully deducted.
7. I am satisfied that the correct name of the respondent is Paignton Limited, as indicated by the result of a Companies House search. I order the name of the respondent to be changed to be Paignton Limited, without the need for reservice.

EMPLOYMENT JUDGE JOHNSON

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON 2 April 2020**

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