



EMPLOYMENT TRIBUNALS

Claimant: Ms E Bal

Respondent: Camelot Real Estate Management Limited
(in Creditors Voluntary Liquidation)

Heard at: East London Hearing Centre (in private; by telephone)

On: Friday 24 July 2020

Before: Employment Judge John Crosfill

Representation

Claimant: In person

Respondent: No appearance or representation

JUDGMENT

Upon the Respondent failing to attend the hearing and failing to present an ET3

AND Upon hearing evidence from the Claimant

This has been a remote hearing on the papers which was not objected to by the parties. The form of remote hearing was 'A: audio fully (all remote)'. A face to face hearing was not held because it was not practicable. The documents that I was referred to are in the Tribunal file, the contents of which I have recorded.

The order made is:

1. The Claimant's claims for unlawful deduction of wages for the period the period 1 October 2019 to 13 December 2019 brought under Part II of the Employment rights Act 1996 are well founded. It is declared that there is an underpayment of wages of £5068.49. No separate award is made as the same sums were claimed as breach of contract.
2. The Claimant's claim for breach of contract brought under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 succeeds

in respect of her claim for wages and bonus during the period from the period 1 October 2019 to 13 December 2019 when the Respondent neither paid her or permitted her to work.

3. The tribunal makes an award of damages under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 and makes no separate award under Part II of the Employment Rights Act 1996.
4. The damages arising as a result of the Respondent's breach of contract are:
 - 4.1. The sums due as salary from 1 October to 13 December 2019 at an annual salary of £25,000 = $74 \text{ days}/365 \times £25,000 = \mathbf{£5068.49}$.
 - 4.2. The sums that would have been earned as a bonus from 1 October to 13 December 2019 had the Claimant been permitted to work at an average of £500 per 3 months = $74 \text{ days}/365 \times £500 \times 4 = \mathbf{£405.47}$.
5. The Respondent is ordered to pay the Claimant an uplift of 25% on the said sums by reason of its failure to permit the Claimant to advance a grievance in respect of them failing to pay her or permit her to work.
6. The total award made in respect of sums arising during the period 1 October to 13 December 2019 is therefore $\mathbf{£5068.49 + £405.47 \times 125\% = £6442.45}$
7. The Claimant's claim for unfair dismissal is well founded. The reason for the dismissal was redundancy as defined in Section 139 of the Employment Rights Act 1996.
8. The Claimant's basic award is extinguished by the statutory redundancy payment ordered below.
9. The Claimant is entitled to a compensatory award equal to 1 month's net pay on the basis that had there been any warning of redundancy she would have found replacement work at an earlier stage. The compensatory award is **£1495.52**
10. The Claimant is entitled to a statutory redundancy payment. She had 2 years continuous service. At all times she was between the age of 22 and 41. Her gross salary was £25,000. She is therefore entitled to a statutory redundancy payment of **£961.53**
11. The Claimant's claim for accrued but untaken holiday is not well founded.
12. The total sums that the Respondent is ordered to pay the Claimant is $\mathbf{£6442.45 + £1495.52 + £961.53 = \underline{\underline{£8,899.50}}}$
13. Payment of the said award is to be made less any deductions of tax and national insurance required by law.

14. The Employment Judge is satisfied that the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 do not apply to the said awards.

Employment Judge John Crosfill
Date: 29 July 2020