



EMPLOYMENT TRIBUNALS

Claimant

Ms S Matcas

Respondent

July and Ana LTD

v

Heard at: Watford

On: 25 September 2020

Before: Employment Judge S Moore

Appearances

For the Claimant: In person

For the Respondent: Mr M G Gavril

JUDGMENT ON PRELIMINARY ISSUES

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was audio (A). A face to face hearing was not held because it was not practicable and all matters could be determined in a remote hearing.

The claim for unlawful deduction of wages succeeds. The Respondent must pay the Claimant £260.00

REASONS

1. The Claimant was employed by a cleaner by the Respondent from 1 September 2019 until 14 February 2020 when she was dismissed without notice. She worked pursuant to a zero hours contract and was paid £10.00/hr. Her normal take home pay was about £150.00 per week. She worked in various properties with which the Respondent had a cleaning contract.
2. After she was dismissed the Respondent withheld her last 2 weeks' wages saying she had to pay back damages, although she had not been given written complaints or invoices of the damages being claimed.

3. The Claimant is claiming those two weeks wages which she says amounted to £260 as she worked 15 hrs the week before her dismissal and 11hrs the week before that.
4. Mr Gavril agreed that the Claimant's wages were withheld. The Response states he was forced to repair damage the Claimant had caused and offer compensation to his clients. Further, the Claimant sometimes used her daughter to do the work instead of her and had also taken two clients from the Respondent and worked for them privately.
5. The parties agreed the Claimant had never been given a contract.
6. I explained that under section 13 of the Employment Rights Act 1996 an employer is not permitted to make a deduction from wages of a worker employed by him unless the deduction is required or authorised by a statutory provision or a written provision of a worker's contract, or the worker has agreed beforehand in writing to the deduction being made.
7. Since the Claimant did not have a contract (and the Respondent had not got the Claimant's written consent to make deductions from her wages) deductions from the Claimant's wages were not authorised and she was entitled to be paid for the hours she worked.
8. Mr Gavril then disputed that the Claimant had worked 26hrs in the 2 weeks prior to her dismissal. He put to her that on one occasion she had worked 1hr instead of 3hrs. The Claimant said that incident related to a different period of time when she had been asked to do a job in the evening and had explained it would be difficult because she would have to take her daughter. She had been told to do what she could and that even if she only did an hour, she would be paid for three hours. In fact, she worked 1 & ½ hrs. Mr Gavril also said that one day in the two weeks prior to the Claimant's dismissal he waited for her outside a client's house and she didn't turn up. The Claimant said this couldn't have been true because she did not have to clean that property at any particular time and there was no fixed schedule. She said she had wage slips for the two weeks prior to her dismissal for respectively, 15hrs and 11hrs but simply hadn't been paid the money.
9. I accept the Claimant worked the hours she said she did and since there was no provision of her contract which entitled the Respondent to withhold her wages, her claim for unlawful deduction of wages succeeds. She is entitled to be paid £260.

Employment Judge S Moore
28/09/2020

Date:
23/10/2020

Case Number: 3302802/2020 (A)

Sent to the parties on:

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For the Tribunal Office