



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms Evgenia Yordanova

**Respondent:** Hillgate Investments Ltd t/a Alex Neil

**Heard at:** East London Hearing Centre (by telephone)

**On:** 12 November 2020

**Before:** Employment Judge Housego

**Representation**

Claimant: In person  
Respondent: Patrick McNamee, solicitor

## JUDGMENT

**The Respondent is ordered to pay to the Claimant the sum of £1,350.**

## REASONS

1. The claim is for pay to the end of July 2020: the Claimant saying that she has never been dismissed because notice was not given in accordance with the contract of employment.
2. The contract of employment, at paragraph 9, states “*Notice to you will be deemed to have been given if handed to you or sent Recorded Delivery to you last notified address known to the employer*”.
3. Ms Yordanova says that because no notice was handed to her, or sent to her by Recorded Delivery no notice has been given, and so the contract of employment still exists, with the right to pay.
4. That is not correct. The contract, at paragraph 9, says that if notice is given in that way it is effective to end the contract, even if the letter is not received. (Notice to end a contract is usually effective only when received.) The contract does not say that notice can only be given in one of those two ways. Notice given any other way is just as effective.

5. The Respondent says that there was a dismissal on 17 March 2020, over a disagreement about whether Ms Yordanova could or should return to work, when she had been feeling ill for a couple of days and was now better. This was the time when the Covid-19 pandemic had begun to affect work and life greatly. However there is no evidence of a dismissal. There is a letter produced to me dated that day, but Ms Yordanova is vehement in her denial of receipt. It is not said to have been sent Recorded Delivery, or by email.
6. Ms Yordanova was paid until 31 March 2020, and that is the date on her P45.
7. There is an email of 09 April 2020:  
  
*“I am sorry if I misunderstood any of your previous correspondence, I understood you wished to resign from your position under a mutual payment agreement.*  
  
*However, given your comments and my obvious misunderstandings please accept this email as the required formal notice that your employment with Hillgate Investments LTD was terminated effective 17th March 2020.”*
8. The Respondent says this relates to a discussion post 17 March 2020 about permitting Ms Yordanova to resign rather than be dismissed. It is notice to end the employment of Ms Yordanova, and purports to be retrospective. It does not say that notice had already been given, or refer to a letter of 17 March 2020.
9. Ms Yordanova agrees that she received that email. I find that was the dismissal. Ms Yordanova had not worked for the Respondent for two years and so cannot claim unfair dismissal.
10. The Respondent had taken a time point, but conceded that the claim was in time as Ms Yordanova was paid to 31 March 2020. As I have found the dismissal was on 09 April 2020 there would be no time point in any event.
11. The Respondent had conceded that notice was due, and has recently paid Ms Yordanova 2 weeks’ net pay, about £900. Ms Yordanova had responded that she did not want notice pay, because she was still employed, but she does not dispute the amount.
12. As the Respondent has accepted that there was an entitlement to notice pay, Ms Yordanova has not been paid the 4 weeks’ notice pay to which she is entitled by the contract. She has been paid 1 week’s pay in lieu of notice, because of the additional 2 weeks from the end of March, taking her to mid-April.
13. Ms Yordanova did not claim notice pay in her claim form, but that was because she claimed that she had not been given notice. It is plain that she is claiming money due to her by reason of being told she was dismissed. In these circumstances it would be pedantic to decide that she

was not entitled to notice pay. In so far as amendment is required to add a claim for notice pay under S13 of the Employment Rights Act 1996 I grant it, under *Selkent*<sup>1</sup> principles.

14. As two weeks' pay is £900, three weeks' pay is £1,350, and I order the Respondent to pay this sum to Ms Yardanova.

**Employment Judge Housego  
Date 12 November 2020**

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<sup>1</sup> Selkent Bus Co Ltd v Moore [1996] IRLR 161 and Galilee v Commissioner of Police of the Metropolis UKEAT/0207/16, [2018] ICR 634