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# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Abu Hanifa  
**Respondent:** Ali Khan  
**Heard at:** East London Hearing Centre (by Cloud Video Platform)  
**On:** 13 July 2021  
**Before:** Employment Judge Housego

## Representation

Claimant: In person  
Respondent: Appearance not entered

# JUDGMENT

1. The Respondent made deductions from the pay of the Claimant of £84.
2. The Respondent is ordered to pay to the Claimant the sum of £84.
3. The Respondent failed to provide the Claimant with a statutory statement of principal terms and conditions of employment, as required by S1 of the Employment Rights Act 1996.
4. The Respondent is ordered to pay to the Claimant 2 weeks' pay, £1,046.40, under S38 of the Employment Rights Act 2002, by reason of that failure.
5. The Claimant was dismissed because he asked for payslips and a contract, which was an automatically unfair dismissal.
6. I order the Respondent to pay to the Claimant the sum of £4,185.60 compensation.
7. The Recoupment Regulations do not apply.
8. The total the Respondent is ordered to pay to the Claimant is £84 + £1046.40 + £4,185.60 = **£5,316**.

# REASONS

1. The Respondent did not enter an appearance to this claim.

2. The Claimant was a security guard who worked for the Respondent, who had an unincorporated security firm called AK Security.
3. The Claimant worked for the Respondent between 25 September 2020 and 18 October 2020. He was not given a contract of employment. I accept the oral evidence of the Claimant that when he left he was underpaid by £84. No payslips were provided so that there is no documentary evidence.
4. Accordingly, the claim under S13 of the Employment Rights Act 1996 succeeds and I make a declaration that there was an unlawful deduction from the Claimant's wages of £84 and order the Respondent to pay the Claimant that sum.
5. As the claim under S13 succeeded the Claimant falls within S38 of the Employment Act 2002. He had no contract of employment and so I order the Respondent to pay 2 weeks' pay to the Claimant.
6. The Claimant was on National Minimum Wage, which was £8.72 an hour at the time. The Claimant worked long hours. He claims it was 84 hours a week. This could not be a regular working week – it would be 14 hours a day, 6 days a week. The security industry is notorious for long hours, and I use 60 hours as the working week.  $£8.72 \times 60 = £523.20 \times 2 = £1,046.40$ .
7. The Claimant asked for a contract and payslips repeatedly. Initially he was fobbed off, and then sworn at over the telephone and told he was "finished", that is summarily dismissed.
8. He was dismissed for asserting a statutory right, contrary to S104 of the Employment Rights Act 1996, and that is an automatically unfair dismissal.
9. The Claimant has a driving licence and a licence from the Security Industry Authority. Even in the pandemic I find that he could have found employment in 10 weeks at national minimum wage. That was then £8.72. I award loss at 48 hours a week. That is £418.56. 10 weeks is £4,185.60.
10. The total of these amounts is **£5,316.00**.
11. The Claimant did not claim state benefit in the period for which compensation is awarded, so the Recoupment Regulations do not apply.

**Employment Judge Housego**

**13 July 2021**