



EMPLOYMENT TRIBUNALS

Claimant
Mr C Nixon

BETWEEN:

and

Respondent
Paul Denning

At a REMEDY HEARING

Held: At Nottingham

On: 23 September 2021

Before: Employment Judge Clark (Sitting Alone)

REPRESENTATION

For the Claimant:

Mr Nixon in person

For the Respondent:

Did not attend and was not represented

JUDGMENT

1. The claim for a redundancy payment having succeeded, the respondent shall pay the claimant a statutory redundancy payment in the sum of **£7,650**.
2. The claim of breach of contract having succeeded, the respondent shall pay the claimant damages in the sum of **£2,616.32**.

REASONS

1. The claimant presented an ET1 claim form on 12 April 2021. His claim related to his dismissal on 20 February 2021 by reason of redundancy. He claimed a statutory redundancy payment, notice and outstanding holiday pay.
2. On 13 May 2021, the respondent presented an ET3 response in which the claims were not disputed.
3. On 12 August 2021, EJ Ahmed considered the claim and took the view that there was insufficient information to issue a remedy judgment in respect of all claims. He ordered further information and set the matter down for today. He did, however, issue judgment on liability for all claims and was able to dispose of the holiday pay claim. A separate judgment has been issued in favour of the claimant for that claim in the sum of £1088. The matter before me was limited to determining remedy on the remaining two claims.

4. I found Mr Nixon had been employed continuously for 17 full years during which time his employment transferred to the respondent under TUPE. At the effective date of termination he was aged 52. His gross weekly pay was £340. He was therefore entitled to a statutory redundancy payment of £7,650. This case does not engage the weekly cap. I find payment of a redundancy payment has not been made to the claimant in full or in part for which credit would have to be given.
5. The claimant was also entitled to notice of his dismissal. I find the employment was subject to the statutory scheme providing a minimum basis for notice. In this case that amounts to 12 weeks' notice. I find he was told of the closure of the business on 20 February 2021, that is the day it happened and therefore was given no notice. He was therefore dismissed in breach of contract and entitled to damages equivalent to 12 weeks' net pay subject to any mitigation of that loss. His net weekly pay was £301.36
6. In the notional notice period following 20 February 2021 I find he received £1000 in alternative earnings. I find he took reasonable steps to try to mitigate his loss including an initial period where he attempted to negotiate with the landlord to take on the butcher's shop at which he had previously worked on his own account. This failed after about 5 weeks. Thereafter, he undertook some casual labouring for one or two days per week. I accept his evidence that he earned £1000 in this work. He did not receive any benefits in the period.
7. He is required to give credit for that mitigation of loss. His damages for breach of contract are therefore $12 \times £301.36 = £3616.32 - £1000 = £2616.32$

EMPLOYMENT JUDGE: R Clark

DATE: 23 September 2021

JUDGMENT SENT TO THE PARTIES ON

24 September 2021

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AND ENTERED IN THE REGISTER

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FOR SECRETARY OF THE TRIBUNALS