



EMPLOYMENT TRIBUNALS

Claimant: Ms Z Gering-Suprewicz

Respondent: KD Dental Ltd t/a Chesham Dental Care

Heard at: Watford Employment Tribunal (in public; by video)

On: 27 September 2021

Before: Employment Judge Quill (Sitting Alone)

Appearances

For the Claimant: Ms J Walsh, CAB
For the respondent: No appearance and no representation

JUDGMENT

1. The Claimant was dismissed by the Respondent on 25 September 2020.
2. The Respondent is ordered to pay the Claimant **£6150** for unfair dismissal (being basic award of £5600 and compensatory award of £550).
3. The Respondent is ordered to pay the Claimant **£800** (being 2 weeks' gross wages) in accordance with section 93(2) of the Employment Rights Act 1996 because the Respondent unreasonably failed to supply written reasons for dismissal.
4. The Respondent is ordered to pay the Claimant damages of **£2505** for breach of contract (representing the net remuneration which the Claimant would have been entitled to receive between 24 August 2020 and 4 December 2020 inclusive) but for the Respondent's breach of contract (less the sums which she earned from another employer between 15 October 2020 and 4 December 2020).

REASONS

1. The Claimant brought a valid claim within the time limit. The Respondent failed to submit a response (within the time limit of 13 January 2021 or at all). By letter dated 6 April 2021, the Respondent was informed that under rule 21 a judgment might be issued and that if there was a hearing, it could only participate to the extent permitted by the judge.
2. By notice dated 12 June 2021, the parties were informed of a hearing on 27 September 2021. By notice dated 24 September 2021, the parties were informed that the hearing would be at 10am by video (rather than 12pm at Aylesbury Crown Court). The aforementioned correspondence was sent to the

address at which the Claimant worked and at which the Respondent carried out its business, a dental practice.

3. The Respondent did not attend the hearing or send representation and did not seek permission to participate or send any written representations. I had bundle of documents from the Claimant and a written statement. I questioned the Claimant about the contents.
4. The mere fact alone that a claim is undefended does not automatically entitle a claimant to a judgment in their favour. I am satisfied that in this case I have sufficient information to be able to make a decision.
5. The Claimant had continuity of service which began on 8 June 2010. This was first with Dr Hall, followed by Dr Dattani. Around 2012 or 2013, the employment contract transferred to KD Dental Ltd without a break and the Claimant has been employed by the company since then (see payslips and P45). The Claimant had good record with no disciplinary or other issues.
6. Around 23 July 2020, Dr Dattani orally alleged that the Claimant had committed misconduct by failing to clean the surgery before leaving the previous Friday.
7. The Claimant was off sick after that date and supplied sick notes. Around 29 July, he asked if she had received his letter of 23 July. She had not, and told him so. She asked for a copy but did not receive one.
8. Around 14 September 2020, the Claimant sent a resignation to Dr Dattani. I am not satisfied that he read it. He never replied or acknowledged it.
9. On 25 September 2020, the Claimant visited the premises. Dr Dattani told her she was dismissed. He claimed to have informed her of the dismissal (to take effect from 21 August) in the 23 July letter. The Claimant asked for a copy of this dismissal letter and Dr Dattani refused.
10. My finding is that the Claimant was dismissed with immediate effect on 25 September 2020. It was not earlier because the decision had not been communicated to her on any earlier date and it was not later because the Respondent purported that the decision had already taken effect.
11. The Claimant's dismissal was unfair. My inference is that the reason for dismissal was conduct, a potentially fair reason. However, I am not persuaded that he had reasonable grounds to believe that the Claimant had committed misconduct. I am also not persuaded that dismissal for one alleged occasion of failure to complete her duties, after 10 years' good service, was within the band of reasonable responses. In any event, Dr Dattani knew that the Claimant denied any wrongdoing, and he failed to call her to a meeting in writing, warn her that she might be dismissed, set out the allegations/evidence and give her

a chance to respond. He gave no right of appeal.

12. The Claimant's dismissal was in breach of contract. She was entitled to 10 weeks' notice, the statutory minimum.
13. The Claimant's earnings were £400 gross and £342 per week. She was only paid up to 23 August 2020. She would have been entitled to £95.85 per week after that while she remained off sick. The Claimant started new employment (at a lower rate of pay) on 15 October 2020. She applied after 25 September for this job. She did not receive any state benefits.
14. Her basic award for unfair dismissal is $14 \times £400 = £5600$. There is no reduction.
15. I award £500 for loss of statutory rights. There is no reduction for contributory fault. The Respondent unreasonably failed to comply with the ACAS code on disciplinaries and grievances and I therefore award an uplift of 10% in accordance with s207A Trade Union and Labour Relations (Consolidation) Act 1992. I have taken account that the Respondent did discuss the matter with the Claimant orally and is a small business and so have not made a larger uplift.
16. I award a sum equivalent to 2 weeks' pay because the Respondent's failure to supply a written statement of reasons for dismissal was unreasonable.
17. The Claimant was paid nothing after 23 August 2020, but was entitled to receive net sums of £465 during sickness absence up to termination date. She was potentially entitled to net sums of £3420 during a notice period which should have ended no earlier than 4 December 2020. She earned £1380 which mitigated her loss between 15 October and 4 December 2020, meaning her net damages for breach of contract are £2505.

Employment Judge Quill

Date: 27.09.21

JUDGMENT SENT TO THE PARTIES ON

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FOR THE TRIBUNAL OFFICE

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