



EMPLOYMENT TRIBUNALS

Claimant: Mr N Evans

Respondent: Tom Gaskin t/a TG Commercials

HELD by: CVP

ON: 5 January 2022

BEFORE: Employment Judge Shulman

REPRESENTATION:

Claimant: In person (with in support)

Respondent: Ms D Angel

JUDGMENT

The Tribunal gave Judgment as follows:

In respect of an unauthorised payment of wages the respondent will pay compensation to the claimant in the sum of £1170.00.

REASONS

1. Claim

1.1. Unauthorised deduction of wages.

2. Issues

2.1. Was the sum of £1170.00 properly payable by the respondent to the claimant?

3. The law

3.1. Section 13 Employment Rights Act 1996 (ERA):

(1) An employer shall not make a deduction from wages of a worker employed by him unless –

- (a) the deduction is required or authorised in accordance with the ERA and/or;
- (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.....
- (3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part (*of the ERA*) as a deduction made by the employer from the worker's wages on that occasion.

4. Facts

The Tribunal having carefully reviewed the evidence before it finds the following facts (proved on the balance of probabilities):

- 4.1. The claimant commenced employment with the respondent on 1 June 2021 as a foreman. The respondent's business is commercial vehicle hire.
- 4.2. When the claimant commenced his employment he found that Mr Gaskin, who owns the respondent business, was interfering with him and this interference continued throughout the short time that the claimant worked for the respondent.
- 4.3. The interference by Mr Gaskin of the claimant came to such a pitch that the claimant decided he could no longer work for the respondent. This occurred on 16 June 2021.
- 4.4. From the commencement of employment and before 7 June 2021 the respondent paid the claimant. However the respondent did not pay the claimant anything after that and when the claimant left he was owed monies for 7 to 11 June 2021 inclusive and 14 and 15 June 2021 inclusive, amounting to £1170.00.
- 4.5. The claimant makes no other claim.
- 4.6. The respondent did not challenge the claimant's evidence. At the outset of the hearing the Tribunal explained to Ms Angel that the claimant's claim had nothing to do with whether the claimant gave notice when he left or not, which was the way in which the respondent sought to defend the claim. Furthermore Ms Angel conceded that there was no document in force relating to the claimant which amounted to a right on the part of the respondent to deduct monies from the claimant's wages for any reason.

5. Determination of the issues

(After listening to the factual submissions made by and on behalf of the respective parties):

- 5.1. The respondent did make a deduction from the claimant's wages for the periods 7 to 11 June 2021 and 14 and 15 June 2021.
- 5.2. There was no provision or agreement by the claimant that such deduction could be made.

- 5.3. The wages for the dates given, in the absence of any evidence to the contrary, were properly payable to the claimant.
- 5.4. In all the circumstances judgment is given in favour of the claimant and the respondent shall pay the sum of £1170.00 to the claimant by way of compensation.

Employment Judge Shulman

Date 12 January 2022