



EMPLOYMENT TRIBUNALS

Claimant: Miss R White
Respondent: Georgia Rose Residential Care Limited

Heard at: Bristol by CVP **On:** 1 April 2022

Before: Employment Judge S Matthews

Representation

Claimant: No attendance
Respondent: No attendance

JUDGMENT

1. The respondent has failed to present a valid response on time. The Employment Judge has decided that a determination can properly be made of the claim, or part of it, in accordance with rule 21 of the Rules of Procedure.
2. The respondent was in breach of contract by dismissing the claimant without notice and the respondent is ordered to pay to the claimant damages of £1108.38 gross for that breach.
3. The respondent is ordered to pay the claimant statutory redundancy pay in the sum of £1108.38.
4. The claimant's claim for unauthorised deduction from wages by failing to pay the claimant in lieu of accrued but untaken annual leave on termination of employment is dismissed.
5. For the avoidance of doubt the total sum the respondent is ordered to pay to the claimant is £2216.76.

REASONS

6. Notice of the hearing was sent to the parties on 29 November 2021. The respondent did not file a response and has not made any contact with the tribunal. The claimant did not appear at the hearing. No explanation has been given to the tribunal. The tribunal tried to contact the claimant by telephone on the day of the hearing but there was no response.
7. The claim was for notice, redundancy and holiday pay. The claim form stated that the care home where the claimant was employed closed down on 8 September 2021 and the respondent refused to pay notice, redundancy and holiday pay. Monthly gross and net wages were set out on the claim form, together with the dates of employment and the claimant's date of birth. No further documents in support of the claim were submitted. The claimant was asked by the tribunal to provide a breakdown of the claim by the date of the hearing but no submissions were made.

Notice Pay

8. No evidence of a written contract was submitted. In the absence of express agreement the claimant is entitled to reasonable notice, which must not be less than the statutory minimum notice. I conclude that reasonable notice would be the same as statutory minimum notice for the claimant in her position as a carer. I conclude that she was entitled to 3 weeks' notice and the respondent was in breach of contract by not giving her this notice of termination.
9. The claimant's monthly gross pay was £1601. This is equal to £369.46 a week. I have multiplied this by 3 as the claimant was employed for 3 years and 11 months to reach the sum of £1108.38.

Redundancy Pay

10. The claimant was entitled to statutory redundancy pay. As she was aged 30 at the date of termination she was entitled to 3 weeks' pay. Her gross weekly pay was £369.46 and therefore I have calculated the sum of £1108.38.

Holiday Pay

11. The claimant has not provided any evidence in support of her claim for holiday pay and in particular has not set out the amount of annual leave accrued but untaken at the date of termination and the claim is dismissed.

Case No: 1403892/2021

Employment Judge S Matthews

Date: 1 April 2022

Judgment sent to parties: 19 April 2022

FOR THE TRIBUNAL OFFICE