



EMPLOYMENT TRIBUNALS

Claimant: Mr A Aouad
Respondent: Room Brokers Limited

JUDGMENT

Made pursuant to Rule 21 of the Employment Tribunals (Constitution & Rules of Procedure) Regulations 2013

- 1 The Tribunal declares that the Claimant's complaint under section 23 of the Employment Rights Act 1996 succeeds.
- 2 The Respondent is ordered to pay the Claimant the sum of £2,813.77.

REASONS

- 1 The Claimant filed a claim on 12 December 2022. The claim was served on the Respondent at its registered office on 28 February 2022. The Notice of Claim required the Respondent to serve its response by 28 March 2022. No response was received.
- 2 By an email dated 22 April 2022 the Tribunal ordered the Respondent to inform the Tribunal and the Claimant by return whether it had submitted an ET3 and if so when and how, or to confirm that had not submitted a response, and to state whether it wished to defend the claim. That order was sent to four separate email addresses provide to the Tribunal which were connected to the Respondent. The Tribunal email pointed out that in the absence of a response the Tribunal was likely to issue a judgment against the Respondent without further notice. No response was received.
- 3 In the circumstances I am satisfied that the Respondent has been served and had not filed a response within the time limit.
- 4 Under Rule 21 of the Employment Tribunals (Constitution & Rules of Procedure) Regulations 2013, in circumstances where on the expiry of the time limit, no response has been received, the Tribunal can decide whether on the available material a determination can properly be made of the claim. To the extent

that a determination can properly be made, the Judge shall issue a judgment accordingly.

5 I am satisfied from the facts set out in the ET1 claim form, a determination can properly be made.

6 The Claimant commenced employment on Monday 30 August 2021 and says he was paid for the first three weeks which would be until Friday 17 September 2021, but for the remaining period of his employment, which was from Monday 20 September until Tuesday 9 November, he was not paid.

7 The rate of pay the Claimant was guaranteed was £1,200 per month which equates to a daily rate of £55.172. The period in question is 51 working days, which totals £2,813.77p.

8 In the circumstances I declare that the Respondent has made an unauthorised deduction from the Claimant's pay for the period from 20 September 2021 to 9 November 2021 of monies totalling £2, 813.77 and I give judgment for that sum.

Employment Judge Walker

26 April 2022

Date

JUDGMENT & REASONS SENT TO THE PARTIES ON

26/04/2022.

FOR THE TRIBUNAL OFFICE