



EMPLOYMENT TRIBUNALS

Claimant: Mr Brandon Simpson

Respondent: Signtree Electrical (Skinnergate) Limited

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The claim of unlawful deduction of wages (arrears of pay) is well-founded and succeeds.
 - 1.1. The Respondent is ordered to pay to the Claimant the gross sum of **£166**.
2. The Claim of failure to pay accrued but outstanding holiday pay (regulation 30 Working Time Regulations 1998) is well-founded and succeeds.
 - 2.1. The Respondent is ordered to pay the Claimant the gross sum of **£401.28**
3. The total amount to be paid to the Claimant by the Respondent is **£567.28**

REASONS

1. On 18 February 2022, the Claimant presented a Claim Form to the Tribunal in which he brought complaints of:
 - a. unlawful deduction of wages (under section 23 Employment Rights Act 1996);
 - b. failure to pay accrued but untaken holiday pay on termination of employment (Regulation 30(1)(b) Working Time Regulations 1998);
2. The Claim Form identified Sign Tree Developments Ltd. The proceedings were served on that Respondent at the address provided by the Claimant with a response date of 01 2022. However, no response was served. On 05 April 2022, the Claimant confirmed that the correct name of his former employer and the respondent should be Signtree (Skinnergate) Ltd. He asked for and was given permission to amend the Claim Form to substitute that company as the Respondent. The proceedings were then reserved on the

Respondent at its registered office, with a response date of 05 May 2022. Again, no response was returned.

3. Under rule 21 of the Tribunal Rules of Procedure 2013, where on the expiry of the time limit in rule 16 no response has been presented and no application for a reconsideration is outstanding, an employment Judge shall decide whether on the available material, a determination can properly be made of the claim or part of it. If there is, the judge shall issue a judgment, otherwise a hearing must be fixed before a judge alone.
4. As at the date of termination of employment, the Claimant had not been paid gross salary of £166 in respect of the his first week's pay (which was a 'week in hand'). That amount had been agreed to be paid to him on termination of his employment. By the time his employment ended, the Claimant was paid £8.36 an hour. He had accrued 6 days untaken holiday at the rate of £66.88 a day.
5. I was satisfied that I had sufficient information to enable me to conclude that the wages of £166 were properly payable on termination and that the Respondent had failed to pay those wages. Therefore, I was able to issue a judgment against the Respondent. I was also satisfied that the Respondent had failed to pay the Claimant holiday pay to which he was entitled as set out above.

Employment Judge **Sweeney**

Date: 9 May 2022