



## **EMPLOYMENT TRIBUNALS (SCOTLAND)**

**Case No: 4102809/2022 (V)**

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**Held via Cloud Video Platform (CVP) in Glasgow on 4 August 2022**

**Employment Judge N M Hosie**

10 **Miss J Hunter**

**Claimant  
Mr A Young –  
Citizens Advice  
Bureau**

15 **Mr Topulabavan Jeyaraja**

**Respondent  
No appearance and  
No representation**

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### **JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

The Judgment of the Tribunal is that:-

1. the claim under Regulation 30(1)(b) of the Working Time Regulations 1998 is well-founded; the respondent shall pay to the claimant the sum of Three  
25 Hundred and Twenty-Five Pounds and Thirty-Six Pence (£325.36) as a payment in lieu of annual leave;
2. the respondent shall pay to the claimant the sum of Three Hundred and Ninety-Two Pounds (£392), in respect of the respondent's failure to provide the claimant with a written statement of particulars of employment; and
- 30 3. the respondent failed to provide the claimant with an itemised pay statement.

### **REASONS**

1. Miss Jade Hunter claimed that she was entitled to payment in respect of accrued annual leave and also that the respondent had failed to provide her with an itemised pay statement. The claim was not defended and it proceeded

to a Final Hearing on 4 August 2022 which was conducted by video conference using the Cloud Video Platform.

2. The claimant was represented at the Hearing by Mr Young of the CAB. Helpfully, prior to the Hearing he had submitted a bundle of documentary productions (P.).

### The evidence

3. I heard evidence from Miss Hunter at the Hearing. She gave her evidence in a measured, consistent and entirely convincing manner. She presented as credible and reliable.

### The facts

4. Having heard the evidence and considered the documentary productions, I was able to make the following findings in fact. Miss Hunter commenced her employment with the respondent as a Sales Assistant on 6 October 2021. Her employment ended on 21 January 2022 when she resigned to take up alternative employment. She was not provided with a written statement of particulars of employment when her employment started. She did not receive a payment in respect of accrued annual leave when her employment ended.

### Accrued annual leave

5. Miss Hunter worked a five day week. She earned £196 gross per week which meant she earned £39.20 per day.
6. On the basis of her 15.5 week's employment, she was entitled to 8.3 days accrued annual leave when her employment ended. Accordingly, the respondent should pay to her the sum of **£325.36** in this regard (8.3 x £39.20).

### Written statement of particulars of employment

7. In terms of s.1 of the Employment Rights Act 1996 the respondent should have provided the claimant with a written statement of particulars of employment when she started. He did not do so.

8. S.38 of the Employment Act 2002 states that Tribunals *must* award compensation to an employee where, upon a successful claim being made in respect of any of the Tribunal jurisdictions listed in Schedule 5, it becomes evident that the employer was in breach of his duty in terms of s.1. Breach of the Working Time Regulations 1998 in respect of a failure to pay accrued annual leave is included in Schedule 5.
9. The Tribunal must award the “*minimum amount of two weeks’ pay*”. Accordingly, the respondent should also pay to the claimant the sum of **£392** in this regard (2 x £196).

10 **Additional issue between the parties**

10. Finally, the claimant advised me that, some months after she had left the respondent’s employment, the respondent advised HMRC that he had made a payment to her of £187.11 in respect of a period of alleged employment with him from 28 April to 28 May 2022. As a consequence, this sum was deducted from her Universal Credit. As I recorded above, the claimant presented as entirely credible and reliable when she gave evidence and I was satisfied, on the basis of her evidence (absent any response from the respondent), that she had not worked for the respondent in that period and he had not paid that sum to her. She started her new job shortly after her employment with the respondent ended on 21 January 2022. She continues in that employment. She did not return to work for the respondent at any time after 21 January 2022.

11. I advised the claimant that this was not a matter which an Employment Tribunal could consider. However, I trust that my findings in this regard will be of some assistance to the claimant in her endeavours to recover the £187.11 which was deducted.

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**Employment Judge: N Hosie**  
**Date of Judgment: 04 August 2022**  
**Entered in register: 19 August 2022**  
**and copied to parties**

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