



EMPLOYMENT TRIBUNALS

Claimant: Mr D Mosdell

Respondent: Urbanbubble Liverpool Limited (in Creditors' Voluntary Liquidation)

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The respondent's response in this case has been struck out on the respondent's liquidator confirming that it was not being actively pursued. I have decided that a determination can properly be made of the claim in accordance with rule 21 of the Rules of Procedure
2. The claimant's complaints of unfair dismissal and breach of contract were brought outside the relevant time limits. However, having considered the explanation given in the claimant's particulars of claim, I am satisfied that it was not reasonably practicable for those claims to have been brought in time and that they were brought within such further period as was reasonable. They are allowed to proceed.
3. The claimant's claim for a statutory redundancy payment succeeds. The respondent is ordered to pay the claimant a statutory redundancy payment of **£352.00** (1 per week x 2 years x £176 gross weekly pay).
4. The claimant's claim that he was unfairly dismissed succeeds. I would have awarded a basic award of **£352.00** but because of s.122(4) of the Employment Rights Act 1996 I reduce that by the amount of the statutory redundancy payment I have already awarded, so reduce it to nil. I award **£500.00** by way of compensation for loss of statutory rights. I award no compensation for post-dismissal earnings on the basis that the claimant's employment would have ceased on 20 February 2020 in any event. The total unfair dismissal award is **£500.00**.
5. The claimant claim that he was dismissed without notice in breach of his employment contract succeeds. He was entitled to one month's notice. The respondent is ordered to pay him damages of **£693.33** net.
6. The respondent failed to pay the claimant for 2 days' holiday accrued but untaken when his employment ended. It is ordered to pay him **£64.00** gross in relation to that claim.

7. The total payable by the respondent to the claimant is **£1609.33**.
8. The recoupment regulations do not apply to the sums I have awarded.

Employment Judge McDonald

Date: 20 September 2022

JUDGMENT SENT TO THE PARTIES ON

22 September 2022

AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2406359/2020**

Name of case: **Mr D Mosdell** v **Urbanbubble Liverpool Limited (in Creditors' Voluntary Liquidation)**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 22 September 2022

the calculation day in this case is: 23 September 2022

the stipulated rate of interest is: **8% per annum**.

For the Employment Tribunal Office