



EMPLOYMENT TRIBUNALS

Claimant: Mr J Moore

Respondents: The Black Dog Saloon Limited

Heard at: by CVP **On:** 14 October 2022

Before: Employment Judge Beever

Appearances

For the claimant: not attending

For the respondent: Mr Mages, Director

JUDGMENT

1. The tribunal orders and declares that the claimant is liable to pay the respondent the sum of **£196.15**.
2. The grounds for the judgment sum in Paragraph 1 above are that:
 - a. the claimant's claim for unfair dismissal is not well founded and is dismissed
 - b. The claimant's claim for monies owed at the termination of employment is well founded and succeeds to the extent only of the agreed sums of £400 (owed 1 weeks pay), £400 (breach of contract, notice pay), £1040 (accrued holiday pay) and £409.92 (expenses), totalling £2,249.92
 - c. The respondent's employer contract claim succeeds in the sum of £2,446.07

REASONS

1. The claimant did not attend the hearing. The tribunal was satisfied that it was in the interests of justice that the hearing should proceed in his absence pursuant to rule 47. The tribunal had checked that the claimant was sent the requisite Notice of Hearing to the correct address which he was using to correspond. The

tribunal clerk made enquiries this morning by both telephone and email (as detailed on the claim form) but there was no response.

2. The claimant claims unfair dismissal. However, even on his own case, his employment lasted from 15 April 2021 to 29 October 2021. He does not have sufficient service qualification (2 years) in order to present a claim for ordinary unfair dismissal. The claim for unfair dismissal is not well founded.
3. The claimant's claims for monies owed are well founded to the extent that the respondent accepted the same. The claimant is not present in order to claim in respect of any additional sums. The tribunal found that the claimant's claim of breach of contract (notice pay and expenses) and wages claim (payment of a week in hand) and holiday pay were well founded to the extent of £2,249.92.
4. The respondent had brought an employers contract claim within its ET3. This enables the respondent to claim in respect of the claimant's breach of contract (the claimant having himself brought a contract claim). The tribunal heard evidence from Mr Mages and was satisfied that Mr Mages provided the tribunal with reliable evidence. The respondent had claimed for a number of items of loss as set out in its statement dated 6 October 2022, amounting to £4,202.21. In the event, the tribunal was not satisfied as to the whole extent of the contract claim, but found that the claimant was in breach of contract in particular arising from his obligation to take reasonable care of the respondent's property in the sums of £1,469.53 (Swallo drinks equipment loss), £58.54 (replacement locks), £299 (replacement laptop), £100 (allowance on cleaning kitchen area), £269 (replacement of damaged dishwasher) and £250 (allowance on removal of claimant's property), amounting to £2,446.07.
5. Looking at the matter overall, and balancing the two outcomes and having regard to the nature of the employer contract claim being a counterclaim, the tribunal concluded that the right determination was to declare that the respondent's claim was well founded to the extent of the net difference of £196.15.

EMPLOYMENT JUDGE BEEVER

Date: 14 October 2022

Judgment sent to the Parties: 20 October 2022

FOR THE TRIBUNAL

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