



THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant: Mrs H Thompson
Respondent: Mr D Thompson
t/a Thompson Contract Services

Heard at: Newcastle Hearing Centre (by CVP) **On:** 18 November 2022

Before: Employment Judge Morris (sitting alone)

Representation:

Claimant: Mr C Price of counsel
Respondent: In person

JUDGMENT

The Judgment of the Employment Tribunal is as follows:

1. As conceded by the respondent, the claimant was an employee of his.
2. The claimant's complaint under section 23 of the Employment Rights Act 1996 that the respondent made an unauthorised deduction from her wages contrary to section 13 of that Act in that he did not pay her the full amount of her pay during the period 7 August 2020 to 20 August 2021 is well-founded.
3. In respect of the above unauthorised deduction the respondent is ordered to pay to the claimant £5,396.
4. The claimant's complaint that the respondent was in breach of her contract of employment by not giving to her the one week's notice of the termination of that contract to which she was entitled in accordance with Section 86 of the Employment Rights Act 1996 is well-founded.
5. In respect of that breach of contract the respondent is ordered to pay to the claimant compensation of £144.

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6. Any award that might have been made to the claimant in respect of her complaint that, contrary to Regulation 14 of the Working Time Regulations 1998 and/or her contract of employment, the respondent had not paid her compensation in respect of her entitlement to paid holiday that had accrued but not been taken by her at the termination of her employment is incorporated in the payment of £5,396 referred to above.
7. The claimant decided not to pursue any claim in respect of the statement in the schedule of loss that she had prepared for the purposes of today's hearing, "No pension paid", and such claim, if any, is dismissed.
8. The award referred to at paragraph 3 above has been calculated by reference to the claimant's net pay and any liability for income tax or national insurance contributions shall be the liability of the respondent alone.

EMPLOYMENT JUDGE MORRIS

JUDGMENT SIGNED BY EMPLOYMENT JUDGE ON 19 November 2022

Notes

Video hearing

This was a remote hearing, which had not been objected to by the parties. It was conducted by way of the Cloud Video Platform as it was not practicable to convene a face-to-face hearing, no one had requested such a hearing and all the issues could be dealt with by video conference.

Reconsideration

Either party may apply in accordance with rule 71 of the Employment Tribunals Rules of Procedure 2013 for the reconsideration of the above Judgment by writing to the Tribunal within 14 days of the date on which this written record of the Judgment is sent to the parties, as written above, explaining why reconsideration of the original decision is necessary.

Reasons

Reasons for the above Judgment having been given orally at the hearing, and no request having been made at the hearing, written reasons will not be provided unless a written request is presented within 14 days of the sending of this written record of the Judgment.

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employmentTribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

