



EMPLOYMENT TRIBUNALS

Claimant: Mr I Andrianakis

Respondent: Melon Renovations Ltd

Heard at: Manchester (by CVP video)

On: 22 December 2022

Before: Employment Judge Parkin

Representation

Claimant: In person

Respondent: No attendance or representation

JUDGMENT

The Judgment of the Tribunal is that

- 1) The claimant's unfair dismissal claim is dismissed on withdrawal by him at this hearing;
- 2) The respondent made unlawful deductions from the claimant's wages in the total sum of £4615 gross and is ordered to pay that sum to the claimant.
- 3) Pursuant to regulation 14 of the 1998 Working Time Regulations, the respondent is ordered to pay the claimant compensation for accrued paid annual leave in the sum of £679.90 gross.

REASONS

1. Following Early Conciliation from 5 August 2022 to 16 September 2022 the claimant presented his ET1 claim form on 16 October 2022 claiming unfair dismissal and outstanding payments from the respondent. At box 2.1 he named as the respondent the individual Anastasios Kyriakides but at box 8.2 he twice named the limited company Melon Renovations Ltd, that being the prospective respondent he had named in Early Conciliation. Accordingly, there was a judicial direction to serve the Notice of Claim on the respondent company which was done on 25 October 2022 at the address provided by the claimant, the company's registered office. At the same time the claimant was sent a notice to strike out his unfair dismissal

claim on the basis of lack of continuous employment. Although he did not resist this, no determination was made on the unfair dismissal claim before the hearing. At the hearing, the claimant withdrew his unfair dismissal claim.

2. The respondent failed to present a response to the claimant's other claims by 22 November 2022 and there has been no contact from or engagement by the respondent in the proceedings. It was directed that the hearing should proceed and the claimant, having tried but failed to make contact with the respondent to agree the contents of a bundle, prepared a small bundle of documents (1-32) containing copies of the Connecteam App work records he provided to the respondent each week and the 3 electronic pay slips it had provided to him. Not having presented a response, the respondent would not have been entitled to take part in the hearing except to the extent permitted directed by the Judge in any event.
3. At the hearing, the claimant gave evidence on oath which I accepted in its entirety; his evidence was clear and comprehensive, based on his documents and presented in very organised fashion. From the oral and documentary evidence, I made the following findings of fact on the balance of probabilities.
4. The claimant was engaged as a plumber by the respondent building renovations company with effect from 11 May 2022 after he had worked on trial for it for a couple of days a month earlier. The respondent provided an App for him to record his hours on since he was working remotely and rarely saw the respondent's director Mr Kyriakides. The agreed terms were that he would be paid £13 gross per hour, even if taking breaks during the working day; he would be paid at the end of each month for hours worked up to the last Friday of the month. His payslips were provided electronically.
5. The claimant found that his pay was paid late for May on 20 June 2022, and reflected only 70 hours pay instead of the 127½ hours he worked. The pay for the shortfall of 57½ hours was £747.50 gross.
6. Payment for June was made on time but again for only 70 hours instead of the 168 hours he worked. The pay for the shortfall of 98 hours was £1274 gross.
7. Notwithstanding a payslip provided for July which showed payment for 160 hours, which was fewer than the hours actually worked of 199½, the claimant received no pay for the month. The sum of wages outstanding for 199½ hours is £2593.50 gross.
8. He stopped working for the respondent on 28 July 2021 because of the late and underpayments but has received no further payment and had no substantive contact with the respondent since that time, although the respondent never challenged the record of hours which he submitted on the App.
9. The claimant was never paid for any time off away from work or holidays during his short employment with the respondent. He took advice about his entitlement to holiday pay accrued at date of termination, calculating his time owed as 53.3 hours, making a total of £679.90 gross.

10. The Tribunal applied the law at Part II, in particular sections 13 and 23, of the Employment Rights Act 1996, in respect of the wages claim and the Working Time Regulations 1998, in particular regulations 13 to 14, in respect of the holiday pay/accrued leave claim. The claimant proved both claims overwhelmingly.
11. In the circumstances the respondent made unlawful deductions from the claimant's wages in the total sum of £4615 gross and is ordered to pay that sum to the claimant. Furthermore, pursuant to regulation 14 of the 1998 regulations, the respondent is ordered to pay the claimant compensation for accrued paid annual leave in the sum of £679.90 gross.

Employment Judge Parkin
Date: 22 December 2022

JUDGMENT & REASONS
SENT TO THE PARTIES ON
30 December 2022

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

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



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2408423/2022**

Name of case: **Mr I Andrianakis** v **Melon Renovations Ltd**

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: 30 December 2022

the calculation day in this case is: 31 December 2022

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

Mr S Artingstall
For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:
www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.