



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr Ian Houghton

v

Titan Healthcare Services Limited

Heard at: Cambridge

On: 13 January 2023

Before: Employment Judge M Ord

Appearances

For the Claimants: In person

For the Respondent: Did not attend and was not represented

JUDGMENT

1. The Respondent failed to pay the Claimant the National Minimum Wage and the Claimant is entitled to the sum of £41,342.40.
2. The Claimant was dismissed in breach of contract and is awarded the sum of £534.60 as compensation for lost notice period.
3. The Claimant is entitled to payment for accrued and unpaid holiday pay in the sum of £908.81.
4. The total sum awarded to the Claimant for which he has Judgment is therefore: **£ 42,785.81**

REASONS

1. The Claimant was employed by the Respondent from 26 February 2019 to 20 October 2021.
2. The Claimant advised me that he carried out work for the Respondent business, initially whilst also a Director but latterly as simply an employee, throughout the period working a 30 hour week.
3. The sole shareholder of the Respondent business and the Claimant's co-Director was Emma Hutchinson.

4. In the Respondent's Response, completed by Emma Hutchinson, it was alleged that the Claimant was employed on a casual basis and that the Claimant was "*self-employed*".
5. Having heard from the Claimant today, I am satisfied that his position was that of employee. He devoted his entire working time to the Respondent and worked under the direction of Ms Hutchinson.
6. The finances of the Respondent were controlled by Ms Hutchinson. No payments were made to the Claimant who was also a tenant of Ms Hutchinson. The Claimant was obliged to claim benefits, including Housing Benefit, which was paid to Ms Hutchinson, but he received no remuneration from the Respondent business.
7. I accept the Claimant's evidence that he was working a 30 hour week. In the relevant period he did not receive any paid holiday.
8. The Claimant was employed for two complete years.
9. Following a period of Early Conciliation which began on 27 November and ended on 30 November 2021, the Claimant presented his claim form to the Tribunal on 1 December 2021.
10. The Claimant's complaints were for unpaid wages, breach of contract and unpaid annual leave.
11. In the period 26 February 2019 to 20 December 2021, based on a 30 hour week, the Claimant worked a total of 4,640 hours.
12. Pursuant to Section 17 of the National Minimum Wage Act 1998, the Claimant is entitled to be paid at the rate of the National Minimum Wage prevailing at the relevant time (in this case the end of his employment) which was £8.91 per hour.
13. The amount due to the Claimant is therefore £ (4,640 x 891) = £41,342.40
14. The Claimant was entitled to two weeks' notice of termination of his employment. Based on a 30 week at £8.91 per hour, his weekly wage would be £267.30 and he is award two weeks' pay for breach of contract, amounting to £534.60.
15. The Claimant did not receive any paid holiday. He was not allowed to take any holiday.
16. Under the Working Time Regulations 1998 and the absence of any agreement to the contrary, the holiday year begins on the anniversary of the Claimant commencing employment (26 February 2019).
17. In the year commencing 26 February 2021, the Claimant accrued 17 days of annual leave under the Working Time Regulations 1998. The daily rate

(£8.91 x 6) is £53.46 and the Claimant is therefore awarded the sum of £908.81 for accrued but untaken holiday at the time of termination of his employment.

18. The total award to the Claimant is therefore: **£ 42,785.81**
19. The recoupment provisions apply. The protected sum is £1,443.41. The relevant period for recoupment is the entire length of the Claimant's employment, i.e. 26 February 2019 to 20 October 2021.
20. The Respondent is in voluntary liquidation. Notice of these proceedings was served on the liquidators. The liquidators have played no part in the proceedings and did not attend today. No other representative appeared on behalf of the Respondent.
21. As the Respondent is in voluntary liquidation, the case proceeded.

31 January 2023

Employment Judge M Ord

Sent to the parties on: 17/2/2023

NG

For the Tribunal Office.