



## EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4102734/2023

Held remotely by Cloud Video Platform (CVP) at Aberdeen on 26 June 2023

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Employment Judge S MacLean

Mr A Bitta

Claimant  
in Person

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AA Logistics Solutions Limited

Respondent  
No appearance and  
Not represented

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### JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The judgment of the Employment Tribunal is that:

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1. the claim under section 23 of the Employment Rights Act 1996 is well-founded and the respondent shall pay to the claimant the sum of NINE HUNDRED AND FORTY SIX POUNDS AND EIGHTY FIVE PENCE (£946.85) gross as unlawful deductions from wages; and
2. the respondent is ordered to pay to the claimant the sum of TWENTY FIVE POUNDS (£25) in respect of expenses due to be repaid under contract which were outstanding on termination.

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### REASONS

#### Background

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1. The claimant sent a claim form to the Tribunal complaining that the respondent failed to pay his outstanding wages and other contractual payments on termination of his employment.
2. The respondent did not present a response and did not attend the hearing which was conducted remotely by cloud video platform.

3. The claimant had responded to the Tribunal's letter of 31 May 2023 providing a copy of his employment contract and other documentation including social media messages and P45.

4. The claimant joined the remote hearing but there were unfortunately technical issues. I was, however, satisfied from the documentation provided that I was able to make the following findings.

### Findings

5. The respondent employed the claimant as a multidrop driver from 21 November 2022 until 6 December 2022. He was issued with a contract of employment.

6. In terms of the contract the claimant's salary was £1,800 per month. He also required to obtain a basic disclosure from Disclosure Scotland at the cost of £25 which the respondent confirmed would be reimbursed in his first wage.

7. The claimant's employment terminated on 6 December 2022. He received no payment of wages or expenses. The P45 issued by the respondent shows no deductions having been made for tax or national insurance.

8. At termination the claimant was due wages of  $\text{£}1,800 \times 12 \times 16/365$  that is  $\text{£}946.85$  gross.

9. The claimant was also due to be reimbursed for expenses of  $\text{£}25$ .

10. The respondent did not make any payment to the claimant.

### Conclusion

11. In the absence of any response from the respondent and having seen the documentation, I was satisfied that the respondent had made an unlawful deduction from wages by failing to pay the claimant while he was employed. I calculated the deduction based on the number of days worked and the claimant's gross monthly salary. I considered that the

claim was well founded and ordered the respondent to pay the claimant £946.85 as unlawful deduction from wages.

12. I also considered the respondent had failed to reimburse the claimant expenses of £25 which the claimant had paid, and the respondent had said would be reimbursed in his wages. There was a breach of contract and the payment was outstanding on the termination of employment.

10 **Employment Judge: S Maclean**  
**Date of Judgment: 28 June 2023**  
**Entered in register: 04 July 2023**  
**and copied to parties**

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