



# EMPLOYMENT TRIBUNALS

**Claimants:** Yuriy Savchuk (1)  
Daniel Brown (2)  
Abdellatif Boutra (3)

**Respondent:** R.M.I. Property Maintenance LTD

**Heard at:** London South Employment Tribunal by CVP **On:** 2<sup>nd</sup> August 2023

**Before:** Employment Judge Downs

## Representation

**Claimant:** Mr Savchuk represented himself  
Mr Boutra represented himself.  
Mr Brown failed to appear.

**Respondent:** Failed to appear

# JUDGMENT

The Judgment of the Tribunal is as follows:

1. it is declared that the claim by Mr Yuriy Savchuk for unlawful deduction of wages is well founded.
2. The Respondent shall pay Yuriy Savchuk £1,000.
3. The Claim by Mr Daniel Brown is dismissed.
4. The Claim by Mr Boutra Case No. 2300547/2023 is adjourned off to either be determined on the papers or at an adjourned hearing.

# DIRECTIONS

The Tribunal directs that:

5. Mr Boutra shall by **29<sup>th</sup> September 2023** send to the Court a document, letter or email which sets out why he believes he has been the subject of an unlawful deduction of wages and a calculation setting out what he is owed and why he is owed it. The claim can then be determined on the papers.

# REASONS

1. Mr Savchuk attended the hearing by CVP. The Tribunal heard the evidence of Mr Savchuk on oath.
2. Mr Brown failed to appear at the hearing. The Tribunal had no details of his claim. It was impossible to determine his claim on the papers. The Tribunal had no alternative but to dismiss his claim.
3. Mr Boutra sought to attend the hearing. He was in the CVP waiting room for almost an hour. He sought to join the hearing on his phone. However, he never managed to make his video function (if he had one), work.
4. The Tribunal invited him to join the phone by telephone instead. It was communicated by him that he was in Italy and that he could not connect to the Tribunal by phone or telephone.
5. The Tribunal understand that he was ringing from Italy.
6. The Tribunal formed the impression that there might have been a language problem.
7. In any event, in the absence of any details from Mr Boutra as to his claim, it was impossible to determine the claim on the papers.
8. The Respondents failed to present a response to any of the claims and received a letter accordingly pursuant to Rule 21.
9. The Respondents failed to attend the hearing.
10. The Claimant, Yuriy Savchuk was employed as a Painter-decorator by R.M.I. Property Maintenance LTD from 3<sup>rd</sup> October 2022 until 4<sup>th</sup> November 2022.
11. It was agreed that Mr Savchuk would work for £20 an hour, £160 a day for making painting-decoration works with payment in arrears being made on Fridays. This would amount to £800 gross and 640 per week net.
12. The Respondent paid Mr Savchuk £649 a week. It was believed by Mr Savchuk to be after the payment of tax by the Respondent but he never received any payslips.
13. His pay was as follows:

<b>Worked dates</b>	<b>Agreement to pay on</b>	<b>Was actually paid</b>
03-07/10/2022	14/10/2022	17/10/2022
10-14/10/2022	21/10/2022	26/10/2022
17-21/10/2022	28/10/2022	01/11/2022

14. The pattern of payments provided to Mr Savchuk was consistent with his account.
15. The Claimant was paid last on 1<sup>st</sup> November 2023 despite the fact that he worked for a further week and a half.
16. In the week 24-28/10/2022, the Claimant, Mr Savchuk worked for the Respondent and was owed £640 as a result.

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17. Mr Savchuk worked for 18 hours for the Respondent from 31/10/2022 to 04/11/2022 for which he was owed £360.

18. In total Mr Savchuk was owed £1,000 unlawfully deducted from his salary.

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Employment Judge Downs  
Date: 2 August 2023