



EMPLOYMENT TRIBUNALS

Claimant: Miss Stephanie Turnbull

Respondent: Water Leak Specialists Ltd

Heard at: Newcastle Employment Tribunal

On: 23rd August 2023

Before: Employment Judge McGregor

By: CVP

Representation

Claimant: In person

Respondent: Did not attend

JUDGMENT

1. The Claimant's claim was issued in the Newcastle Employment Tribunals on the 18th February 2023. The Respondent filed a response to the claim on the 24th March 2023. The Respondent failed to attend the hearing and when telephoned, indicated that he did not intend to appear. The tribunal decided that it was in the interests of justice and in accordance with Rule 2 of the Employment Tribunal rules 2013, the overriding objective, to proceed with the full merits hearing.
2. In respect of the Claimant's claim for unauthorised deductions from pay under s13 Employment Rights Act 1996, the complaint is well founded. The respondent made unlawful deductions from the Claimant's pay in relation to basic pay between the 26th September 2022 and the 31st December 2022.
3. The Respondent is ordered to pay the Claimant the sums as follows in relation to unlawful deductions from pay:
 - a. The sum of **£576.15** (gross amount representing payment for work carried out on the 2,3,5,6,7,8th of December 2022).
 - b. The sum of **£288.48** (gross amount relating to 3 days deducted as sick days).

4. The claimant's complaint of failure to pay holiday pay under the Working Time Regulations 1998, Reg 30(1)(b) is well founded and the respondent is ordered to pay the sum of **£472.39** (gross) (in respect of accrued, untaken holidays between the 26th September 2022 and 11th December 2022 (47.3 hours at £12.02 per hour, minus £96.15 (one day holiday taken) $47.3 \times 12.02 - 96.15 = £472.39$)).
5. The respondent breached the contract of employment and failed to give the required notice of termination of employment under s86(1) ERA 1996 and the claimant's claim for notice pay is well founded. The Respondent is ordered to pay the sum of **£480.76** (gross) in respect of one week's notice pay.
6. The Claimant's claim that they were not provided with a written statement of terms and conditions of employment, contrary to section 38 Employment Act 2002 is well founded. The Respondent is ordered to pay the sum of **£961.50** (gross), (representing the sum of two week's gross pay).
7. The Claimant's claim that they did not receive payslips, contrary to sections 8 and 12 of the Employment Rights Act 1996 is well founded and a declaration is made to that effect.
8. The amount payable by the Respondent to the Claimant shall be reduced by the sum of **£144.20**, being the amount received by the Claimant from the Respondent, as pay, in April 2023.
9. The Respondent shall pay the total sum of **£2,635.08** to the Claimant within 21 days of receipt of this order.

Employment Judge McGregor

Date 30 August 2023