



# EMPLOYMENT TRIBUNALS

## Claimant

Ms L Townsend

v

## Respondents

The Laundry Company

**Heard at:** Watford (CVP)

**On:** 8 November 2023

**Before:** Employment Judge S Moore

## Appearances

**For the Claimant:** In person

**For the Respondent:** No appearance

## JUDGMENT

**Although the Claimant had less than two years' service at the date of her dismissal the claim is not struck out.**

## REASONS

1. The Claimant was employed by the Respondent between 30 August 2022 and 19 March 2023.
2. On 27 March 2023 she brought a claim in the Tribunal ticking the box that she was claiming unfair dismissal.
3. On 17 April 2023 the Tribunal wrote to the Claimant that an Employment Judge was proposing to strike out her claim because she had been employed for less than two years. She was given until 2 May 2023 to give reasons in writing why the claim should not be struck out.

4. On 1 May 2023 the Claimant sent a letter to the Tribunal giving reasons why her claim should not be struck out and the matter was subsequently listed before me.
5. The Claimant's letter asserts (amongst other things) "I firmly believe that the reason he decided to terminate me was because I was constantly asking questions about my pension (which he does not do) and payslips. Whilst I was working for The Laundry Company I did not receive a payslip until I asked for some. When he did send them to me, it took him quite a while to do so, and when I received them, I found out that they were wrong. He was using a different National Insurance number. When I brought this to his attention, he did not seem fussed. This was very worrying for me. Just after I noticed this, I called the tax office and asked them about my tax, only to find no live employment on my record."
6. This is a claim that the Claimant was dismissed for asserting a relevant statutory right under section 104 of the Employment Rights Act 1996 (ERA), namely the right to an itemised pay statement under section 8 ERA, which is a claim of automatic unfair dismissal to which the requirement to have been employed for two years does not apply.
7. Further, it is apparent from the Particulars of Claim and the Claimant's letter of 1 May 2023 that she is bringing a claim for breach of contract under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994. The claim is that the Respondent stated in the letter terminating her employment that in return for the Claimant forwarding to the Respondent any work contacts that contacted her via her personal mobile phone she would be paid until 19 April 2023, however, despite the Claimant doing as the Respondent requested she was only paid until 31 March 2023.
8. Finally, it is apparent from the Claimant's letter of 1 May 2023 that she claims she wasn't paid any of her outstanding holiday pay at the termination of her employment contrary to regulation 14 of the Working Time Regulations 1998.
9. In summary, therefore, the Claimant is making three claims:
  - (i) Automatic unfair dismissal (pursuant to s.104 ERA);
  - (ii) Breach of contract; and
  - (iii) For unpaid holiday pay.

---

Employment Judge S Moore

Date: 8 November 2023

Sent to the parties on: 3 January 2024

For the Tribunal Office