



EMPLOYMENT TRIBUNALS

Claimant: Mr M Bruzdziak

Respondent: The Blindz Store Limited

Heard at: Manchester (in person/by
CVP)

On: 24 July and 25 October
2023

Before: Employment Judge McDonald
(sitting alone)

REPRESENTATION:

Claimant: In person

Respondent: Mrs S Kinsley (Director)

JUDGMENT

The judgment of the Tribunal is that:

1. The claimant's claim that the respondent breached his contract of employment by failing to reimburse him for the expense of charging his electric vehicle at home fails and is dismissed.
2. The claimant was entitled to accrued holiday pay of £90.28 on termination of his employment. However, the claim that the respondent made an unauthorised deduction from wages by failing to pay that holiday pay and other wages due to the claimant fails. The deductions were authorised by the claimant's contract of employment.

Employment Judge McDonald

Date: 25 October 2023

JUDGMENT AND REASONS SENT TO THE PARTIES ON

1 November 2023

FOR THE TRIBUNAL OFFICE

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Annex Complaints and Issues

1. Holiday Pay (Working Time Regulations 1998)

- 1.1 Did the respondent fail to pay the claimant for annual leave the claimant had accrued but not taken when their employment ended?
- 1.2 What was the claimant's leave year?
- 1.3 How much of the leave year had passed when the claimant's employment ended?
- 1.4 How much leave had accrued for the year by that date?
- 1.5 How much paid leave had the claimant taken in the year?
- 1.6 Were any days carried over from previous holiday years?
- 1.7 How many days remain unpaid?
- 1.8 What is the relevant daily rate of pay?

2. Unauthorised deductions

- 2.1 Were the wages paid to the claimant less than the wages he should have been paid?
- 2.2 Was any deduction required or authorised by statute?
- 2.3 Was any deduction required or authorised by a written term of the contract?
- 2.4 Did the claimant have a copy of the contract or written notice of the contract term before the deduction was made?
- 2.5 Did the claimant agree in writing to the deduction before it was made?
- 2.6 How much is the claimant owed?

3. Breach of Contract

- 3.1 Did this claim arise or was it outstanding when the claimant's employment ended?
- 3.2 Did the respondent do the following:
 - 3.2.1 Fail to pay to claimant expenses for the electric charging of his car?

3.3 Was that a breach of contract?

3.4 How much should the claimant be awarded as damages?