



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss T Rennie

**Respondent:** The Retrofit-Team Limited

**HELD AT:** Manchester (by CVP)

**ON:** 7 March 2024

**BEFORE:** Employment Judge Johnson

## REPRESENTATION:

**Claimant:** unrepresented

**Respondent:** did not attend

# JUDGMENT

The judgment of the Tribunal is that:

- (1) The complaint of unlawful deduction from wages for the 5 days from 27 February to 3 March 2024 is well founded, which means it is successful and amounts to, (5 days lost pay x £115.38 gross): £576.90 gross.
- (2) The complaint of breach of contract was clearly a complaint identified within the claim form and is allowed to proceed. The complaint is well founded, which means it is successful and it amounts to one month's gross pay in accordance with the contract of employment: £2,500.00 gross.
- (3) The respondent failed to demonstrate that there was a valid employer's contract claim as presented with their response and this is dismissed.
- (4) The complaint of unpaid annual leave entitlement is well founded, which means it is successful and amounts to, (5 days x £115.38 gross): £576.90 gross.
- (5) This means that the respondent must pay the claimant the gross sum of **£3,653.80 (Three Thousand, Six Hundred and Fifty Three Pounds 80 Pence)** being the total figure of the successful complaints identified in paragraphs (1), (2) and (4) above.

## REASONS

1. These reasons have been produced because although the claimant attended the hearing today, the respondent failed to attend and it is in the interests of justice for written reasons to be provided in order that they can understand how the judgment was reached and why the claimant succeeded with her claim.
2. These proceedings arose from the claimant's termination of employment by the respondent and without notice on 3 March 2023. The claimant argued that she had suffered a loss of wages, a loss of unpaid annual leave entitlement and that the respondent had failed to pay her contractual notice pay.
3. The claimant presented a claim form on 2 June 2023 following a period of early conciliation from 13 March to 24 April 2023. She confirmed her dates of employment were 28 June 2021 to 3 March 2023 when she was dismissed. Complaints of unlawful deduction from wages, holiday pay and breach of contract/notice pay were identified.
4. The respondent presented a response on 30 June 2023 through their HR advisor Ms Dawn Hughes and the claim was resisted. There was also a breach of contract claim asserted in relation to the claimant damaging company property and in accordance with the contract of employment, they were entitled to deduct the wages claimed by the claimant.
5. Initially, the Tribunal rejected the employer's contract claim because during vetting it was not appreciated that the claimant had brought a complaint of breach of contract. However, even though the breach of contract claim was identified within the claim form at the hearing today and allowed to proceed, the respondent failed to provide any evidence in support of there being a valid breach of contract complaint and it was dismissed.
6. The claimant provided a hearing bundle to Ms Hughes as required by the Tribunal before the final hearing listed for 8 August 2023. Unfortunately, this was postponed and a further final hearing listed for 18 September 2023 was also postponed. Today was the third attempt to determine the case.
7. Ms Hughes informed the Tribunal that she was no longer representing the respondent on 14 September 2023 and subsequent correspondence from the Tribunal has correctly been sent to the respondent's registered office. The respondent has failed to engage with the process since Ms Hughes ceased to represent them and they failed to present a bundle of documents to the Tribunal for today's hearing and nobody attended to represent the respondent at the hearing either. No explanation had been given for this failure, but I was satisfied that they had been properly served with Tribunal documents.
8. The claimant was helpfully able to provide me with a pdf copy of her bundle which had previously been supplied to Ms Hughes and it was a well produced paginated bundle including copies of the proceedings and early conciliation

certificate, email correspondence during her employment, contracts of employment and related documents as well as the new employer's contract of employment and some payslips.

9. I also heard witness evidence under oath from the claimant and used her additional document supplied with the claim form which was effectively a combined witness statement and schedule of loss.
10. The claimant gave credible and reliable witness evidence which was unchallenged given the respondent's non attendance. I was satisfied that on balance of probabilities the complaints were well founded and that she could recover the losses identified in her schedule of loss, (subject to revision having considered the documentary evidence produced today).
11. She clearly suffered a loss of 5 days unpaid salary from 27 February until 3 March 2023 and according to her contract of employment was entitled to a gross figure of £115.38 for each day that she worked.
12. The respondent also dismissed the claimant on 3 March 2023, describing her as being made redundant and did so without notice. The claimant accepted that she had insufficient service to be entitled to a statutory redundancy payment, but her contract of employment allowed for notice pay where she had been employed more than 1 month and less than 2 years of one month's pay. This amounted to 1/12 of her gross annual pay of £30,000, being £2,500 gross.
13. The claimant had accrued 7 days annual leave entitlement for the leave year which began on 1 January 2023 in accordance with her contract of employment. Taking into account her service and notice period and allowing for the 2 days leave already taken, the claimant was entitled to claim 5 days unpaid annual leave at £115.38 gross for each day accrued.
14. Accordingly, the claimant was entitled to recover the sums described in the judgment above and which total £3,653.80 gross.

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Employment Judge Johnson

Date 7 March 2024

JUDGMENT SENT TO THE PARTIES ON  
21 March 2024

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](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

**Recording and Transcription**

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2405869/2023**

Name of case: **Miss T Rennie** v **The Retrofit-Team Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

**the relevant decision day** in this case is: 21 March 2024

**the calculation day** in this case is: 22 March 2024

**the stipulated rate of interest** is: **8% per annum**.

Mr S Artingstall  
For the Employment Tribunal Office

## GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:  
[www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.