



EMPLOYMENT TRIBUNAL

Considered at: London South
By: Employment Judge O'Neill
On: 5 April 2024
Claimant: **Alisha Hasnat**
Respondent: **Home Comfort Care Agency Ltd**

Reconsideration of judgment reached on: 15 January 2024

JUDGMENT ON RECONSIDERATION

1. The Claimant's application for reconsideration of the judgment given in this matter on **15 January 2024** is refused, and the decision in that judgment is confirmed.

APPLICATION

2. The Claimant applied, under Rule 71 of the Employment Tribunals Rules of Procedure 2013, for reconsideration of the decision of the Employment Tribunal on 15 January 2024 to order that the Claimant was entitled to be paid a payment of £406.72.
3. The Claimant's reason for applying for a reconsideration is that she considers that she is entitled to
 - a. a payment for £3,223.69 unpaid wages and expenses
 - b. an additional amount for emotional distress and consequential damages for breach of contract.
4. The Claimant requests a reconsideration of the judgment because she believes that:

- a. the amount awarded was not accurate as “*critical aspects of the hearing were not given proper consideration*” and it is “*pertinent that the whole proceeding is appreciated before coming to a meaningful conclusion*”; and
 - b. the “*the discussions held during the hearing did not adequately consider the full extent of the damages suffered by the claimant. The awarded amount fails to account for various aspects such as lost wages, emotional distress, and other consequential damages directly resulting from the respondent's actions*”
5. The claimant submits a new explanation of the amount claimed, submits some new evidence, and re-submits evidence that had been submitted before the hearing.

BACKGROUND

6. The Claimant’s Claim Form was filed on 25 March 2023 and the claimant claimed £7,143.50
- a. £3,571.75 for unpaid wages and expenses
 - i. Wages: £2591.75 (£2463.25 + £128.50)
 - ii. Expenses: £980 (£600 + £230 + £150)
 - b. £3,571.75 for inconvenience
7. A final hearing on 31 October 2023 was converted to a case management hearing. The claimant had submitted an unsupported schedule of loss with different figure of £3,596.67. The nature of the evidence required was explained to the claimant.
8. The case management order in paragraph 12 provided:
“*The specified documents (as discussed in the hearing on 31 October 2023) are:-*
12.1 *Any written contract or any other documents that show what was agreed between the parties*
12.2 *Copies of bank statements that show how much and when monies were received by the claimants*
12.3 *Documents showing evidence of hours worked by the claimants*
12.4 *Documents showing any expenses incurred by the claimants*
It was noted during the hearing that many of these documents may have already been sent to the respondent, but they were not available to the tribunal during the hearing.”
9. The case was re-listed and heard on 19 December 2023. Documentary evidence of approximately 226 pages was submitted. This was not submitted as a bundle. The claimant had the opportunity to cross-examine the respondent.
10. The judgment that the claimant has requested be reconsidered states:

- a. Paragraph 39 *“The claimant submitted a spreadsheet in evidence that seemed to claim a shortfall of £3,596.67 over the whole period and this is a different figure to the £3,751.75 claimed in her ET1. The claimant’s spreadsheet does not make it clear how she arrives at the figure of £3,596.67; instead, it appears to be made of highlighted figures, populated across different columns without any supporting evidence.”*
 - b. Paragraph 41: *“The claimant did not produce any evidence to demonstrate exactly how she derived the figure of £3596.67 (or such other numbers as she might have claimed) and as such any reconciliation for the period to 27 February 2023 is impossible.”*
 - c. Paragraph 43: *“In the absence of a clear and itemized claim and so much conflicting evidence from the claimant, I find I must rely on the payslips and the bank statements in order to determine whether there was a shortfall between the hours she worked and the amount she was paid.”*
11. The claimant has requested the same amount again for inconvenience in her ET1 and then for emotional distress and damages for breach of contract in her reconsideration application. It was confirmed in the case management hearing and recorded in the order that her claim was only for unpaid wages. The additional amount was not itemised, described or pleaded at the final hearing. The judgment did not contain an award under s24(2) of the Employment Rights Act 1996.

REASONS

12. The burden of proof is on the person making the claim. The claimant had the benefit of a case management hearing and a final merits hearing. The claimant has had sufficient opportunity to properly particularise and evidence her claim. Her claim was very poorly made out; inconsistent; not reconciled to payments made and not clearly supported by documentary evidence or oral evidence from the hearing.
13. The claimant’s 16 page request for reconsideration doesn’t identify a specific flaw in the procedure or reasoning of the judgment. The claimant only states that critical aspects were not given proper consideration without further identifying what these aspects were and why they were relevant to the conclusions drawn in the judgment.
14. The application doesn’t rely on or contain any relevant or material evidence that could not have been submitted prior to the hearing.
15. The application also restates her claim as a new amount, which further confuses rather than clarifies.
16. In light of the above, the Claimant has failed to demonstrate that, on the balance of probabilities, it is in the interests of justice that the terms of the judgment issued in her favour should be revoked or varied.

DECISION

17. For all of the above reasons, the Claimant's application fails.

Employment Judge O'Neill

Date 5 April 2024