



EMPLOYMENT TRIBUNALS

Claimant: Mr J Sheasby
Respondent: Housechoice Heating Limited
Heard at: East London Hearing Centre
On: 29 April 2024
Before: Employment Judge Suzanne Palmer

Representation

For the Claimant: Mr Sheasby appeared in person

For the Respondent: Not present or represented

JUDGMENT

The judgment of the Tribunal is as follows:

Wages

1. The complaint of unauthorised deductions from pay contrary to Part II Employment Rights Act 1996 is well-founded, in that the Respondent made an unauthorised deduction from the Claimant's pay in respect of wages due:
 - 1.1. on or around 1 November 2023 in respect of the pay period 1 to 31 October 2023; and
 - 1.2. on or around 1 December 2023 in respect of the pay period 1 to 30 November 2023.
2. The Respondent shall pay the Claimant **£3062.15**, which is the net sum due to him, consisting of:
 - 2.1. £2488 which is the net pay due in respect of the October 2023 pay period;
 - 2.2. £574.15 (one week's net pay for the period from 1 to 7 November 2023).

Holiday pay

3. The Respondent made an unauthorised deduction from the Claimant's pay in respect of holiday accrued but not taken as at the date the Claimant's employment ended on 6 December 2023.
4. The Respondent shall pay the Claimant the sum of **£1435.88**, representing 2.4 weeks of net pay accrued but not taken at the rate of £574.15 per week net.

Breach of contract

5. The Claimant's complaint that the Respondent was in breach of contract by failing to pay his expenses for the months of September and October 2023, due on or around 1 October and 1 November 2023 respectively, is well-founded.
6. The Respondent shall pay the Claimant the sum of **£1675.04** as damages for breach of contract, consisting of:
 - 6.1. Expenses of £1181.04 due on or around 1 October 2023 for the September 2023 pay period; and
 - 6.2. Expenses of £494 due on or around 1 November 2023 for the October 2023 pay period.

Notice pay

7. The complaint of breach of contract in relation to notice pay is well-founded.
8. The Respondent shall pay the Claimant the sum of **£2922.48** as damages for breach of contract, representing 4 weeks' pay at the rate of £730.62 per week. This figure has been calculated using gross pay to reflect the likelihood that the Claimant will have to pay tax on it as Post Employment Notice Pay.

Non-compliance with ACAS Code

9. The Respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the following awards payable to the Claimant by 10% in accordance with s207A Trade Union & Labour Relations (Consolidation) Act 1992, making a total uplift of **£416.30**:
 - 9.1. The award for unauthorised deduction from wages for October 2023 in Paragraph 2.1 above. 10% of £2488 is £248.80;
 - 9.2. The total award for damages for breach of contract in respect of expenses in Paragraph 6 above. 10% of £1675.04 is £167.50.

Conclusion

10. The **total sum** the Respondent shall pay to the Claimant under this judgment is therefore **£9421.85**, consisting of the following:

- 10.1. Unpaid wages (paragraphs 1 & 2 above): **£3062.15**;
 - 10.2. Holiday pay (paragraphs 3 & 4 above): **£1345.88**;
 - 10.3. Breach of Contract (expenses) (paragraphs 5 & 6 above): **£1675.04**;
 - 10.4. Breach of Contract (notice pay) (paragraphs 7 & 8 above): **£2922.48**;
 - 10.5. Non-compliance with ACAS Code (paragraph 9 above): **£416.30**.
11. The Respondent is ordered to pay the Claimant the sum of **£9421.85** within 14 days of the date this judgment is sent to the parties.

Employment Judge Suzanne Palmer

1 May 2024

Note

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.

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