



# EMPLOYMENT TRIBUNALS

**Claimant:** Zak Poyzer  
**Respondent:** Matthew House Ltd.

**Heard at:** Nottingham (via CVP) **On:** 27 March 2025  
**Before:** Employment Judge Millns (sitting alone)

**Representation:**

Claimant: in person

Respondents: Not appearing

## JUDGMENT

### Employment Tribunals Rules of Procedure 2024 – Rule 22

**The Respondent failed to submit a Response to the claim.**

**Upon hearing evidence from the Claimant, the decision of the Tribunal is as follows:**

**Notice Pay**

1. The complaint of breach of contract in relation to notice pay is well-founded.
2. The respondent shall pay the claimant **£434.72** as damages for breach of contract. 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.

### **Wages**

3. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 27 March 2024 – 4 May 2024.
4. The respondent shall pay the claimant **£125.84**, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

### **Holiday Pay**

5. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.
6. The respondent shall pay the claimant **£277.99**. The claimant is responsible for paying any tax or National Insurance

### **Written Itemised Pay Statements**

7. The respondent failed to give the claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 in the period 27 March 2024 – 4 May 2024.
8. The respondent made unnotified deductions totalling £838.55 from the pay of the claimant in the 13 weeks prior to presentation of the claim form. The respondent shall therefore pay the claimant **£500** in respect of those deductions.

### **Failure to provide a written statement of employment particulars**

9. When the proceedings began the respondent was not in breach of its duty to provide the claimant with a written statement of employment particulars. This claim is therefore dismissed.

**Case No: 6007620/2024**

Employment Judge Millns

---

Date: 27 March 2025

JUDGMENT SENT TO THE PARTIES ON  
.....07 April 2025.....  
AND ENTERED IN THE REGISTER  
.....  
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. If written reasons are provided, they will be displayed on the tribunal's online register of judgments, which is visible to internet searches.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunaldecisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislationpractice-directions/](https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislationpractice-directions/)

**Case No: 6007620/2024**