



EMPLOYMENT TRIBUNALS

Claimant

MR A AYADI

Respondent

v

A to B LUTON

On: 21st of July 2025
Heard at: Watford (by CVP)
Before: Employment Judge Coll (in person)

Appearances

For the Claimant: representing himself

For the Respondent: Mr Asghar, Human Resources Manager, A to B Luton

RESERVED WRITTEN JUDGMENT WITH REASONS

The claim for underpayment of holiday pay pursuant to regulation 16 of the Working Time Regulations 1998 is well-founded and succeeds.

The claim of unauthorised deductions from wages is well-founded and succeeds.

The respondent shall make a payment to the claimant for holiday pay and unauthorised deductions from wages of **£1,863.06 gross** with the employer first deducting income tax and national insurance. I explain for the benefit of the claimant and the respondent who are unrepresented what this means.

The respondent shall declare the sum of **£1,863.06 gross** to HMRC. HMRC will inform the respondent how much tax (income tax and national insurance) to pay them, and then the respondent will pay the claimant the balance.

REASONS

Claims

1. The claimant is claiming unpaid holiday pay for the duration of his employment. He claims that the respondent has not paid him the full amount of his accrued holiday pay and he seeks payment of the shortfall. His claim is under Working Time Regulations 1998 ("WTR").
2. The claimant is also claiming that the respondent made unauthorised deductions from the claimant's wages by deducting £50 in the February, March and April 2024 payslips and £224.86 in the May 2024 payslip, a total of £374.86.

Previous hearing and directions concerning further documentary evidence

3. This case had been listed for 17 April 2025 but had to be adjourned due to the claimant being unable to access the respondent's electronic bundles (RB1 and RB2). The hearing on 17 April 2025 was used to narrow the issues by identifying what facts could be agreed. I made directions which resulted in the creation of a new bundle, RB3 and in the claimant receiving a paper copy of RB1, RB2 and RB3. The Tribunal received an electronic copy of RB3. RB3 included new evidence: pay slips and timesheets (as per my directions) and an email dated 8 January 2024 which was said to be from Ms. Rees, Transport Manager. The claimant emailed the Tribunal to state that this email was fabricated. An email exchange took place with about 3 emails each from claimant and respondent to the Tribunal arguing this point. Those were also before me.
4. As well as the claimant, Mr Asghar, Human Resources Manager for the respondent, took part in the hearing. Miss Sharp, Director, was in the room with Mr. Asghar but had little voice, due to an illness.

WTR claim – unpaid holiday

5. I do not set out the law concerning a WTR claim since there was agreement between the parties.
6. The claimant started his employment on 8 November 2023 and his employment ended on 22 April 2024. The 1st holiday year was from 1 April 2023 – 31 March 2024 and the 2nd holiday year from 1 April 2024 – 31 March 2025. Holiday entitlement was 28 days (8 of those being bank holidays).
7. The claimant's days of work were 6 per week, Tuesdays to Sundays inclusive 4 pm to 2 am (10 hours per day including a one hour break). The summary showed that the pay for a day's shift was £14 per hour for 9 hours i.e. £126.
8. RB3 contained a most helpful summary page of payments made to the claimant during his employment [RB paper page 1 – 3]. This showed that there was one day only in dispute (29 March 2024, the Good Friday bank holiday). The payslips and timesheets indicated that the claimant had worked 3 shifts (of 9 hours) and had been paid for 8 hours as a day of leave. The claimant was willing to accept that he had been paid for this day of leave. There is one small point left which I deal with below at paragraphs 10 and 11 when discussing the pay for a day's leave.
9. I asked Mr. Asghar to explain why pay for a day's shift was for 9 hours whilst pay for a day's holiday was for 8 hours. He said that this was part of the rules. Mr. Asghar confirmed that there was no contract of employment in the bundles. I was taken to the offer letter at RB2 59. This made no reference to holidays being paid at a different rate than days of work. I therefore find that a day of holiday should be awarded the same rate of pay (£126) as a day of work.
10. For this reason, I find that the respondent should pay an additional £14 for 29 March 2024.

Conclusions

11. Mr. Asghar agreed with the sum of £1,474.20 for unpaid holiday pay. I note that this total includes one day (of work) on 12 February 2024 which the respondent's payroll provider had forgotten to pay. In addition, I add to that the £14 not paid for 29 March 2024. The total is thus **£1,488.20**.

Unlawful Deductions from Wages – the law

12. Section 13(1) of the Employment Rights Act 1996 provides that an employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract or the worker has previously signified in writing his agreement or consent to the making of the deduction. An employee has a right to complain to an Employment Tribunal of an unlawful deduction from wages pursuant to Section 23 of the Employment Rights Act 1996.

Unlawful Deductions from Wages – evidence, analysis and conclusions

13. Although I have set out the law above, there is no dispute that the document signed by the claimant authorises the deduction of wages for lost company property. That is not, however, the issue in this case.
14. The claimant's case is that he never lost any keys and that he was never told about the allegation that he had lost the keys to a particular vehicle. His case is that he noticed the deduction after the April 2024 payslip and raised it with the Transport Manager, Ms. Rees on his return from holiday on 20 April 2024.
15. In terms of the respondent's case on unlawful deductions, at the previous hearing, Miss Sharp had shown the Tribunal an invoice by their maintenance department which charged for labour and parts to replace a barrel and keys. It was in the sum of £374.86 [RB2 paper page 35, also in RB3 paper page 23]. She said that the claimant had been at work the night before cleaning vehicles and the next day the keys had been missing, necessitating this repair. She showed the Tribunal an agreement headed "Vehicle Damage" signed by the claimant which she said made such deductions lawful [RB1 paper page 29/digital page 47 and RB3 paper page 24]. The respondent also stated that the claimant knew about his "negligence" of losing the keys and the forthcoming deductions on 8 January 2024 [see email RB3 paper page 25].
16. As this claim was not agreed by the parties, the claimant and Mr. Asghar gave oral evidence and were cross-examined on this claim. Where they differed in their accounts, I preferred that of the claimant. He was consistent throughout and gave persuasive details about his job. In contrast, Mr. Asghar changed his position either from earlier oral evidence or a document and could not plausibly account for this change of position.
17. I have therefore decided in favour of the claimant. I find that the claimant did not lose the keys which I base on the findings and reasons set out below.

18. In reaching my decision, I considered the oral and documentary evidence, my record of proceedings and the parties' submissions. The fact that I have not referred to every document produced to the tribunal in evidence should not be taken to mean that I have not considered it. I reminded myself that the claimant must establish his claim on a balance of probabilities.
19. The claimant's job was to clean the inside of the vehicles, which he described as "buses". There were small and big coaches, some double decker buses and some minibuses. On starting his shift, he went to the office where the controllers sat. The keys to each "bus" hung on with wall with their vehicle registration number. I prefer the claimant's evidence that he did not rely on a controller to give him the keys. He went to get a key, made a list and put a tick on his list when he had completed the cleaning and put the key back himself. He then put collected the next set of keys. Mr. Asghar said that only controllers had access to the keys as there was a door. The claimant said that he could open the door with a button. At the end of his shift, the claimant gave the list to the controllers
20. The invoice is dated 9 January 2024. The respondent's contention is that the claimant lost the keys to OY19 NTA on his shift which started on Sunday 7 January 2024 and ended on Monday 8 January 2024 (at 2 am).
21. The claimant's list for 7 – 8 January 2024 is an important document. It is not in any of the bundles. Mr. Asghar said that they "did not have the list anymore". He accepted that the claimant made a list at the end of that shift and handed it to the controllers.
22. This brings me to the subject of an investigation. A contemporaneous investigation would have obtained and examined this list carefully. I asked Mr. Asghar during his evidence whether an investigation had been carried out. He said he was a controller at that time: "I believe an investigation might have been carried out by the Transport Manager (Ms. Rees)". The plain meaning of Mr. Asghar's words is that he did not know whether an investigation had been carried out. When asked who was questioned during the investigation, he said he did not know.
23. I asked Mr. Asghar why the typed invoice had originally attributed responsibility to the controllers (control staff). This had been crossed out and handwritten annotations had substituted the claimant's name and noted the date of the deductions from the claimant's pay (the last of which was 15 May 2024). These annotations were likely to have been done at the date of compiling the respondent's bundles for the 17 April 2025 hearing (filed on 16 April 2024) since the handwriting is the same as the page numbers. The vehicle is numbered as V112.
24. It was at this point that Mr. Asghar changed his evidence. He said that he was in the office when Ms. Reece came in on 8 January 2024 to ask questions about the missing keys. They had a search done inside the vehicle and in the workshop. They found nothing. He implied that this had deflected liability away from the controllers and onto the claimant. This is not a plausible explanation and inconsistent with his earlier account. First, he had spoken about the existence of an investigation with some uncertainty. Secondly, he denied knowing who had been questioned yet on his later account, he was one of the

people who had been questioned. Thirdly, if Ms. Reece believed that the controllers were not liable, why was their name on an invoice created after work had been done the next day. There was time for the information passed to Premier Commercial Garage Services Ltd to be correct.

25. Mr. Asghar confirmed that each member of staff had to clock in and out. It was possible to get a printout of who had been present on each shift. Too much time had intervened for the respondent to produce a printout for the shifts of 7 – 8 January 2024.
26. Further, the claimant said that a number of other people handled the keys for any one vehicle during his shift. Andrew was the shunter. His job was to park the vehicles in the yard in order. If Andrew was not there, Dan, a driver, would do the shunting. I accept the claimant's evidence and find that other people apart from him handled the keys to OY19 NTA on the shift on 7 – 8 January 2024.
27. It would have been entirely possible for Ms. Reece to do a systematic and thorough investigation. She could have obtained a full list of staff for that shift and had an interview with each about their involvement with OY19 NTA whilst their memories were fresh. Given that £374.86 is a significant amount of money, this investigation should have been reported in writing.
28. Based on the inconsistencies in Mr. Asghar's evidence and the absence of any documentary evidence of an investigation, I find that no investigation took place. The claimant had no chance to show why he was not the one who had lost the keys, using his list of ticked vehicles to deflect attention to someone else.
29. This leads me to the next issue. An email was produced by Ms. Sharp [RB3 paper page 25 – 26]. This is dated 8 January from Ms. Rees purportedly to the claimant. It uses the wrong email address. It states that "further to our verbal conversation, I am writing to you today regarding the cost incurred with having to replace the key barrel and lock on OY19 NTA. This is due to your negligence in losing the keys when cleaning the vehicle and then not being able to locate them, causing the business not to be able to use this vehicle and losing a day's service....".
30. I asked Mr. Asghar why this email had not been produced in RB1 or RB2 on 16 April 2025. He said that was because the claimant had mentioned for the first time that he was not aware of the loss of the keys and the reason for the deductions until the hearing on 17 April 2025. The claimant's oral evidence on 21 July 2025 was that he had told Ms. Rees and asked for meeting. She had arranged a meeting for 8 May 2024 to discuss the deductions (and holiday pay) but had been unable to attend and it had been cancelled. This is confirmed by the email from Ms. Rees dated 1 May 2024 [RB2 paper page 56].
31. I find that this email [RB3 paper pages 25 – 26] is not reliable. I place no weight on it and I conclude that he was never told about the allegation that he had lost the keys.
 - 31.1 The respondent's explanation for why it did not provide this key document in RB1 or RB2 is not plausible. The respondent knew by at least 1 May 2025 that the claimant denied having lost the keys and objected to deductions for replacement keys.

- 31.2 The claimant provided a bounce-back email showing that use of this incorrect email would have resulted in a bounce-back email. This bounce-back email telling Ms. Rees that her email had gone astray was not provided. Mr. Asghar accepts there would have been one. As Ms. Rees is off work, the respondent says that they have no access to her inbox. Nevertheless, as this would have been received on or about 1 May 2024, I would have expected Ms. Rees to register this and send an email to the correct address. The fact that she did not, undermines further the credibility of this 1 May 2024 email.
32. I find that it is likely that respondent has produced this email to show that they had undertaken an investigation which led to their finding the claimant guilty.
33. In making my decision, I had to weigh any evidence which was contrary to the claimant's case and supportive of the respondent. Mr. Asghar asked the claimant why he had not queried the deduction prior to leaving. He added that the claimant had queried deductions in the past using the "pay query form". The claimant admitted that he had not noticed the deductions in the February and March 2024 pay slips. The claimant also admitted that he had not queried the deductions until after he had left the respondent's employment on 22 April 2024. This means that he had not noticed the 3rd deduction of £50 in the April 2024 payslip. I do not find that undermines the claimant's credibility. Although some people are conscientious in checking their pay slips on receipt, not all employees are.
34. His explanation for his timing was that he had not known about the deductions (and underlying allegation) during his employment. A friend of his, who also worked for the respondent, had told him that he was accused of having lost the keys to a vehicle. He then approached Ms. Rees to ask for a meeting. I find this a plausible explanation. It is also consistent with the respondent's not telling the claimant anything about the loss of the keys and the replacement costs which they had billed to him.

Conclusions

35. The claimant did not lose the keys to OY19 NTA V112 and he is entitled to the sum deducted from his pay of **£374.86**.
36. This makes a total of **£1,863.06** when I add in the sum for holiday pay.

Interest

37. The claimant asked me not to put interest on the compensation. For religious reasons, he is unable to receive interest.

Date of payment of compensation

38. Mr. Asghar said that they would like to put this sum through in time for the date when August pay would be sent to employees (mid-August 2025). This required them to instruct the payroll provider by 28 July 2025. The timing therefore seems tight. The respondent may have time to get the net figure from HMRC before the cut-off on 28 July 2025 and their conduct during this hearing suggests that they

will give it a high priority. If not, the claimant will receive the money mid-September 2025.

Approved by:

Employment Judge Coll

Date: 24 July 2025

Sent to the parties on:

24/07/2025

For the Tribunal Office: