



EMPLOYMENT TRIBUNALS

Claimant: Mrs C Weller

Respondent: Chigwell Homes Limited

Heard at: East London Hearing Centre (by CVP) **On:** 30-31 July 2025

Before: Employment Judge Bann

REPRESENTATION:

Claimant: Mr Lewis (family friend)

Respondent: Ms English (legal representative, Peninsula)

JUDGMENT

The judgment 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 **£2661.12** 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.

Holiday Pay

3. The complaint in respect of holiday pay is well-founded. The respondent was in breach of contract in failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.
4. The respondent shall pay the claimant **£377.52** as damages for breach of contract. This is the net value to the claimant of the amount due.

Redundancy Payment

5. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of **£3991.68**.

Unfair Dismissal

6. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed.
7. There is a 100% chance that the claimant would have been fairly dismissed in any event due to the closure of the care home.
8. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply:

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 wrongful dismissal award payable to the claimant by 15% in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992. **This equates to £399.17**

**Employment Judge Bann
Dated: 31 July 2025**