



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8000388/2025

Held in Glasgow via Cloud Video Platform (CVP) on 23 September 2025

Employment Judge Campbell

Mr S Kafere

**Claimant
In Person**

Stardust Estates Ltd

**Respondent
Represented by:
Ms K Bis -
Director**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

1. The respondent made unlawful deductions from the claimant's wages and his claim succeeds; and
2. The respondent is ordered to pay the claimant the sum of £540 less any lawfully required deductions for income tax and employee National Insurance contributions.

REASONS

Introduction

1. This claim was pursued by a former employee of a company which lets apartments on a short-term basis in Glasgow. He was recruited as a Head Housekeeper. He claims that he was not paid in full for the work he performed based on terms agreed between the parties. This was put forward as a complaint of unlawful deduction from wages under part II of the Employment Rights Act 1996. The respondent resisted the claim on the basis that it had paid the claimant all he was entitled to, using a different but correct method of calculating his pay.
2. The hearing took place over a day by video. The claimant gave evidence and Ms Bis, the respondent's owner and a director, gave evidence also. I reserved my judgment.

3. A bundle of documents had helpfully been prepared by the claimant and this was referred to by the witnesses in the course of their evidence. Numbers in square brackets below correspond to page numbers of the bundle.
4. There were no issues of note regarding the credibility or reliability of each witness. They answered questions openly to the best of their recollection.

Findings of fact

The tribunal made the following findings based on the evidence provided and on the balance of probability.

1. The claimant was engaged as an employee of the respondent on 31 October 2024. He was engaged by initially replying to an online advertisement for a Head Housekeeper. He then had a telephone call with an employee of the respondent named Natalia Szewczyk about the role, followed by an interview in person with Ms Kamila Bis, the owner of the business on 30 October 2024. At the end of the interview she offered him the role and he accepted it. They agreed he would begin work the next day.
2. In both his call with Ms Szewczyk and his interview with Ms Bis, he was told the following:
 - a. the nature of the role and its responsibilities – this was to clean the apartments which the company maintains within a building in Glasgow used for short term lets;
 - b. pay – an annual salary of £24,960 was payable monthly;
 - c. hours – 40 hours per week were to be worked and particular working days and hours would vary according to need;
 - d. that he would be given daily instructions, in terms of which apartments to clean and any other duties, by WhatsApp message from Ms Szewczyk or Ms Bis. Those would be given the day before, or first thing on the day in question.
3. The respondent operates an online HR portal which is used to give employees access to documents relating to their employment. Ms Bis explained in the claimant's interview that he would need to subscribe to the portal, and that if a previous employer used the same portal he would likely have to ask that party to remove his account with them, or use a new email address. She discussed some terms of the respondent's employee handbook and told him that he would find that and also his written statement of main terms of employment (referred to below as his 'statement') on the portal. The claimant experienced difficulty gaining access to the portal because one of his previous employers had used it, and so he was unable to view any documents. Ms

Szewczyk or Ms Bis reminded him at least once to access the portal and to countersign his statement, which Ms Szewczyk had already signed. Only in early December 2024 did he see a copy of his statement when it was emailed to him [2-5].

4. The statement confirmed the following:
 - a. The role was Head Housekeeper;
 - b. Standard working hours would vary each week based on business needs, totalling 40 hours from Monday to Sunday with Tuesdays and Wednesdays designated as days off. A minimum of two hours per day were to be worked and breaks were paid. There would be a rota prepared one week in advance, although on occasions shorter notice of required working time may have to be given; and
 - c. Salary would be £24,960 per annum, payable monthly.

As such, those terms were consistent with those verbally discussed on 30 October 2024

5. The claimant worked on 31 October and also between 1 and 5 November, then again between 7 and 11 November 2024. 6, 12 and 13 November were given as non-working days. He did not work on or after 14 November 2024, as discussed further below.
6. On each day when he worked he cleaned the apartments which guests had vacated, ready for new guests to check in. On average he cleaned three apartments per day. He carried out some additional duties. His start time varied between around 8am and 10am, and his finish time varied between 10.53am and 7.32pm. Ms Bis considered that he worked more slowly than she would have expected given the experience he had, but was not concerned as long as the apartments were ready for the next set of guests. He expressed concern to her about his speed, but she reassured him and offered him some training. He suggested that he resign but she persuaded him to carry on and said that if any day was particularly busy she would find a way to provide him with help. She asked him to think about whether he knew of anyone who could come in and help him on busier days and he said he would.
7. As he finished work on Monday 11 November 2024 Ms Bis asked him by message to count some stock for her. He replied to say he was just getting home, had a sore back and was not feeling too well. He said he would count the stock on Thursday, his next day back. Ms Bis said it was fine, and he was not to worry.

8. The claimant did not receive any instructions regarding when he was to start working on Thursday 14 November 2024, what apartments needed cleaning or what other tasks he was to carry out. He thought this was unusual but did not contact either Ms Szewczyk or Ms Bis, whether using the WhatsApp group chat or otherwise, to ask for further details. He assumed that they no longer needed him.
9. For the respondent's part, Ms Bis expected the claimant to arrive for work on the morning of 14 November 2024 and did not register that he had not been given any specific tasks to carry out beforehand. A number of apartments needed cleaning that day. She became aware around 10am that morning that the claimant had not arrived for work. She assumed that he had decided not to come back to work after expressing doubts about being able to perform the job earlier that week, and reporting that he had back pain. She suspected that he was signalling that he would not be returning. She therefore did not contact him on 14 November, but instead carried out some of the cleaning herself and engaged a contractor to perform the rest. Since then she has used a contractor for cleaning. The claimant therefore did not work again for the respondent.
10. On 2 December 2024 the claimant asked Ms Szewczyk by message when he was going to be paid for the work he had carried out. She replied to say that she was travelling and would arrange for him to be paid by bank transfer that evening. She emailed him the next morning [34] to say that she had arranged that, and £420 had been transferred to him which equated to £15 for each of 27 apartments he had cleaned, plus a further £15 for miscellaneous tasks he had carried out. She reminded him that his contract had not been signed on the HR portal. She pointed out that he did not work for the whole month or complete his one-week notice period as stipulated in his statement.
11. The claimant replied to say that as he worked according to instructions provided by Ms Szewczyk, he had not been able to do anything on 14 November or beyond as she had not given him anything to do. He sent a further email that evening which set out his position in more detail. It referred to their initial discussion and the interview with Ms Bis, in which the terms of the role were discussed and an annual salary agreed. He said there was no discussion about a fixed rate for each apartment cleaned. In his evidence he said he had never worked on this basis and would not have agreed to take the role if that was the method of calculating pay. According to his calculations he had worked for 15 days, including his three scheduled non-working days.
12. Ms Bis replied to the claimant's emails on 4 December 2024 [35]. She agreed that the annual salary had been discussed, but said it was subject to signature of his statement which he did not do, and therefore his pay reverted to 'the established pay-per-apartment basis'. She went on to say that this was 'the

agreed basis of £15 per apartment cleaned.’ She also said that as the claimant did not turn up to work on 14 November, no instructions were sent – although this did not recognise that the claimant had normally been given instructions, or at least a starting time, the day before.

13. Further emails were exchanged but there was no substantial change in the parties’ positions.

Discussion and decision

14. Under Scots law, a contract is formed when there is agreement on the essential terms, an intention between the parties to create legal obligations and certainty in the terms.
15. A contract need not be in writing (unless it is one of a number of special types which do not exist in this case) and it can be created verbally, or implied, or by a combination of writing, verbal and implied terms. An employment contract need not be in writing, although employees have a separate statutory right to have certain aspects of it provided in writing by their employer under part I of the Employment Rights Act 1996.
16. On the evidence, a contract of employment between the claimant and the respondent was entered into when on 30 October 2024 Ms Bis offered the role to the claimant and he accepted it. There was agreement on the key terms such as what was the work, when would it be performed (or how would its timing change and be confirmed), how much would be paid and when. Both parties then acted consistently with the contract being in place.
17. Ms Bis did not say to the claimant on or around 30 October 2024 that his salary terms were conditional on him countersigning a statement of terms and conditions of employment, and he did not otherwise understand or agree that would be the case. There was no mention of an alternative payment structure of £15 per apartment in the event that the statement was not signed, the claimant did not expect that to be the case and there was no evidence of any sort of industry standard practice to that effect.
18. It follows that the only terms agreed between the parties in relation to pay were that the claimant would be paid an annual salary of £24,960 payable in equal monthly instalments.
19. The parties agreed that the claimant started work on 31 October 2024. It was less clear when his employment ended, since neither party clearly communicated that they were bringing it to an end. On the evidence, it ended on 13 November 2024 because the next day the claimant did not come to work and the respondent did not take any steps to hold him to the contract.

By mutual agreement the contract came to an end, even though neither party communicated that to the other at the time.

20. The claimant was therefore an employee of the respondent between the dates of 31 October and 13 November 2024, inclusive. This was exactly two weeks. His non-working days were to be included. He is entitled to the equivalent proportion of his agreed annual salary of £24,960 for that period. Dividing that by 52 weeks and then multiplying by two produces a gross figure of £960. He was paid £420 by the respondent. The balance owed to him is £540, less any applicable deductions for income tax and employee National Insurance contributions.

Conclusion

21. Section 13(3) of the Employment Rights Act 1996 makes clear that when an employee is paid less than the amount 'properly payable' to them on any occasion then 'the amount of the deficiency shall be treated ... as a deduction made from the worker's wages on that occasion.'
22. Section 13(1) explains that deductions must not be made from a worker's wages unless either deductions are required or authorised by statute, or under a provision of the worker's contract, or the worker has given their written consent in advance. None of those scenarios applied in this case. Therefore, the claimant was paid short on 3 December 2024 and the unpaid element of his agreed salary was an unlawful deduction from his wages. His claim is therefore upheld in respect of the shortfall.

Date sent to parties

31 October 2025
