



# EMPLOYMENT TRIBUNALS

**Claimants:** Mr M Naeis

**Respondent:** Heathrow Roofing & Building Services Limited

**Heard at:** Watford ET                    **On:** 25 November 2025

**Before:** Employment Judge Tuck KC

## **Appearances**

For the claimants: in person, assisted by interpreter Mr Hassan

For the respondent: Mr Abaid, Director.

## **JUDGMENT**

1. The Claimant's claims of unauthorised deductions from wages and unpaid holiday pay are out of time and are dismissed. It was reasonably practicable to have presented the complaints within the statutory time period.
2. All other claims are dismissed on withdrawal.

## **REASONS**

1. By an ET1 presented on 21 June 2024 following a period of early conciliation between 21 February 2024 and 3 April 2024, the Claimant brought claims for unpaid holiday pay and unauthorized deductions from wages. The claimant worked as a roofer and electrician.

2. At a preliminary hearing on 18 August 2025 the Claimant confirmed that he did not seek to pursue any other claims, and in particular was not bringing claims of discrimination or for redundancy.
3. The Respondent, which had been represented when their ET3 was filed, did not attend the hearing on 18 August 2025, but did, by their director, Mr Abaid, attend today's hearing.
4. Neither party had complied with any of the Orders given on 18 August 2025; there has been no exchange of documents, no preparation of a bundle nor of any witness statements. The claimant had not, as ordered, set out in writing what he was asking the ET to award so the Respondent had not sought to answer. The Claimant said that this was because of his language barrier and because he had been out of the country.
5. The Claimant confirmed that the only claim he sought to pursue was for his wages. (Albeit he had not calculated how much he said was owed to him.)
6. Mr Abaid did have with him the Claimant's last three payslips, his P45 and print outs of text messages exchanged between 4 and 25 June 2023. He also had with him bank statements which I did not ask to see given the issue as to time limits which became apparent during the hearing.

## **LAW**

7. Workers are entitled to annual leave under Regulations 13 and 13A of the Working Time Regulations 1998.
8. In a claim for holiday pay the relevant issues will be:
  - i. Did the respondent fail to pay the claimant for annual leave the claimant had agreed but not taken when his employment ended.
  - ii. What was the respondent's leave year.
  - iii. How much of the leave year had passed when the claimant's employment ended.
  - iv. How much leave had accrued for the year by that date.
  - v. How much paid leave had the claimant taken in that year.
  - vi. How many days remained unpaid.
9. Section 13(3) of the Employment Rights Act 1996 provides that where the total amount of wages paid on any occasion by an employer to a worker is less than

the total amount of the wages properly payable by him, the amount of the deficiency shall be treated as a deduction.

10. Both these causes of action have a statutory time period of three months (which can be extended by the early conciliation period) unless it was not reasonably practicable to have presented the claim within that period. It is well established (for example **Wall's Meat Co Ltd v Khan** [1979] ICR 52; **Dedman v British Building and Engineering Appliances Ltd** [1974] ICR 53) that ignorance of the law or right to bring claims will not usually make it “not reasonably practicable” to present a claim in time.

## FACTS

11. In his ET1 the claimant said that he was employed by the Respondent from 3 August 2023 until 3 April 2024. Mr Abaid produced an P45 giving a termination date of 1 June 2023 along with payslips for March, April and May 2023; the ET3 states that the dates of employment were 1 March 2023 until 1 June 2023.
12. Mr Naeis gave evidence on oath via an interpreter. He was unable to tell me the dates on which he started employment without looking at his telephone, so I permitted him to do that. He told me he was employed between 13 October 2022 and 25 June 2023.
13. The ET1 gave the Claimant's termination date as 3 April 2024. I asked him about this and the claimant said this was a mistake. He was very clear, having looked at his mobile, that he “finished” in June 2023.
14. Mr Abaid for the Respondent agreed that the termination date was 25 June 2023. He said that the period of employment was only three months, the earlier periods the Claimant was self employed. The text messages Mr Abid disclosed today included one from the Claimant sent on 25 June 2023 saying :

*“Im really sorry to inform you that I would like to stop working with you. I have been waiting a lot to get my money and as I told you I have so many responsibilities. Im not happy though tot make this decision but you left me no choice. I would kindly appreciate it if you can accept this as a formal notice that I wanna stop working. So let me know when will be the last day”.*

15. The claimant's claims were for unpaid wages and for holiday pay. I sought to explain the statutory three month time limit – referring him to the three month period before the ACAS EC period. I asked why he did not bring the claim in 2023. He said that he had been unaware of the procedure. In 2024 he received the assistance of Mr Halil, who phoned ACAS for him and helped him with the claim form. I asked Mr Naeis if he had known Mr Halil in the time when he worked for the Respondent and he confirmed that he had.

## **CONCLUSIONS**

16. Complaints of both unpaid wages and for holiday claim have a primary three month time limit which can be extended if it was not reasonably practicable to have presented the claim in time.

17. Mr Naeis 's effective date of termination was 25 June 2023. He did not go to ACAS until 21 February 2024 some 8 months later. The ACAS Certificate was issued on 3 April 2024, but the claim was not presented to the Tribunal until 21 June 2024 - 11 weeks later. The Claimant form was presented just four days short of a year after the EDT.

18. Mr Naeis's explanation for not presenting his claim earlier was that he was unaware of the procedure and had language barriers. Both those matters have been true throughout the proceedings. It is apparent that when Mr Naeis asked his friend Mr Halil how he could go about complaining about not being paid the correct amounts, he was immediately helped to contact ACAS and thereafter to complete and submit an ET1. There is no reason whatsoever that these steps could not have been taken earlier.

19. Mr Naeis was unable to show that it had not been reasonably practicable to have brought his claim within the statutory time period. In any event, the period for which the Claimant waited was not reasonable. By the time the form was presented his employment had been terminated over a year before.

20. The claims are accordingly dismissed.

Approved by:

EJ TUCK KC

Dated 25<sup>th</sup> November 2025

Sent to the Parties on

11 December 2025

For the Tribunal.....