



EMPLOYMENT TRIBUNALS

Claimant: Zoe Peveller

Respondent: TLC Carers Limited

Heard at: London South via CVP

On: 3 November 2025

Before: Employment Judge Searley

REPRESENTATION:

Claimant: In person

Respondent: Did not attend

JUDGMENT having been sent to the parties on 22 November 2025 and written reasons having been requested in accordance with Rule 60(4) of the Employment Tribunals Rules of Procedure 2024, the following reasons are provided:

REASONS

Introduction

1. The Claimant in this case is Ms Zoe Peveller. The Respondent is TLC Carers Limited. The matter was heard before me on 3 November 2025. The claims are for unfair dismissal and failure to pay notice pay (wrongful dismissal).
2. Early conciliation began on 3 November 2024 and ended on 7 November 2024. The claim was received by the Tribunal on 7 November 2024. On 8 November 2024, the Tribunal sent a letter to the Respondent notifying them of the claim. It notified the Respondent of the hearing date (3 & 4 November 2025), and made various orders to ensure the hearing could be effective.

The letter, and all subsequent Tribunal correspondence, was sent to 65 Kemble Road, London SE23 2DH. This address is listed as the registered office address for the Respondent with Companies House.

3. On 20 January 2025, the Tribunal wrote to the Respondent again, noting that they had failed to respond to the claim, and advising them that under Rule 22 of the Employment Tribunal Rules of Procedure 2024 a judgment may now be issued. On the same day, the Tribunal wrote to the Claimant to inform her that more information was required before a judgment could be issued, and that the matter would therefore be listed for a hearing.
4. On 20 January 2025, the Tribunal wrote to both the Claimant and the Respondent to inform them that, following the non-presentation of a response, the matter would be listed for a hearing at 10am on 3 November 2025.
5. In light of the correspondence above, I was satisfied that the Respondent had been properly notified of the hearing in accordance with rules 84 and 86 of the Employment Tribunal Procedure Rules 2024. I therefore decided that, in accordance with Rule 47 of the Employment Tribunal Procedure Rules 2024, it was appropriate to proceed with the hearing in the absence of the Respondent.
6. On 3 November 2025, the Claimant provided a bundle of documents to the Tribunal for use at the hearing. I also heard oral evidence from the claimant.

Issues for determination

7. The issues for the Tribunal to determine were as follows:

Unfair Dismissal

8. Was the Claimant dismissed?
9. If the Claimant was dismissed, what was the reason or principle reason for dismissal?

10. Was it a potentially fair reason?
11. Did the respondent act reasonably or unreasonably in all the circumstances, including the respondent's size and administrative resources, in treating that reason as a sufficient reason to dismiss the claimant?
12. The Tribunal's determination whether the dismissal was fair or unfair must be in accordance with equity and the substantial merits of the case.

Remedy for unfair dismissal

13. If there is a compensatory award, how much should it be? The Tribunal will decide:
 - a. What financial losses has the dismissal caused the Claimant?
 - b. Has the Respondent proven that the Claimant failed to take reasonable steps to replace their lost earnings, such as by failing to take reasonable steps to find another job?
 - c. For what period of loss should the Claimant be compensated?
 - d. Is there a chance that the Claimant would have been fairly dismissed anyway if a fair procedure had been followed, or for some other reason?
 - e. If so, should the Claimant's compensation be reduced? By how much?
 - f. Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
 - g. Did the Respondent or the Claimant unreasonably fail to comply with it by failing to follow the disciplinary process?
 - h. If so is it just and equitable to increase or decrease any award payable to the Claimant? By what proportion, up to 25%?

- i. If the claimant was unfairly dismissed, did they cause or contribute to dismissal by blameworthy conduct?
 - j. Does the statutory cap of fifty-two weeks' pay or £105,707 apply?
14. What basic award is payable to the claimant, if any?
15. Would it be just and equitable to reduce the basic award because of any conduct of the claimant before the dismissal? If so, to what extent?

Wrongful dismissal / Notice pay

16. What was the claimant's notice period?
17. Was the claimant paid for that notice period?
18. If not, was the claimant guilty of gross misconduct / did the claimant do something so serious that the respondent was entitled to dismiss without notice?

Facts

19. Having heard the Claimant's evidence, and considered the documents provided in the bundle, the relevant facts are as follows. I have confined myself to making findings in relation to only those facts which are relevant to my decision. References to page numbers are to the bundle of documents provided by the Claimant.
20. The Claimant was employed by the Respondent as a Care Manager from 22 May 2022. Her initial salary was £30,000 per annum. The termination clause in her contract (clause 39) allowed the Claimant to resign by giving two months' written notice. The Respondent was allowed to end the Claimant's employment at any time by giving her two months' written notice (see bundle pages 18 – 25).
21. In July 2024, the Claimant was on a family holiday. When she returned, certain service users informed her that they were worried about the carers

and had concerns about malpractice. The Claimant was the registered manager with the Care Quality Commission and the nominated individual.

22. On 26 August 2024, the Claimant had a conversation with Aysha Rahman, one of the Directors of the Respondent, about these issues. She told Ms Rahman that they were concerning. Miss Rahman responded with words to the effect that she was not worried about the Care Quality Commission, that they did not attend anymore, and that the Claimant needed to do her duty. The Claimant put the phone down. She posted in a WhatsApp chat, which included Ms Rahman and her husband, that she felt like resigning because she was not supported. I was not provided with a copy of that message.
23. The Claimant followed up with an email to Ms Rahman on 27 August 2024. This was not included in the bundle but was provided to me during the hearing by the Claimant.
24. In the email she stated that she felt undervalued and criticised inappropriately. She had tried to discuss matters, but Ms Rahman had made some comments that had made the Claimant consider her future with the Respondent. The Claimant stated that she was not supported, she felt used and overloaded when there were problems, mistakes or other complex issues at work. She felt that Ms Rahman had made accusations that were not fair or true, and that she was being targeted when things went wrong, when those matters were not the Claimant's responsibility or fault. She stated that she felt she was not listened to when she tried to address those matters and was given negative responses. She said that the work environment had changed. She did not feel able to carry out her duties as a registered care manager, as she was constantly being given different conflicting demands, requests and timeframes. She no longer felt part of the team. She found some of the work ethos's and practices uncomfortable and upsetting. She asked for a discussion. I find that this email was a written grievance raised by the Claimant to the Respondent because it was a formal expression of complaint made to the Claimant's employer.

25. On 27 August 2024 at 9.46am, Ms Rahman replied to the email. She stated that she confirmed receipt of the Claimant's resignation dated 22 August 2024, and that the Claimant's final day of work would be 5 September 2024. The Claimant would receive her final pay in the next company payroll. She stated that there was no need to discuss matters. The Claimant had expressed her concerns with the business and given the Respondent's situation at the moment, Ms Rahman did not believe that they could offer anything more. She encouraged the Claimant to find something more fitting elsewhere.
26. The Claimant felt shocked by the email and felt as though she had been left in limbo because Ms Rahman would not answer the phone to the Claimant. On 27 August 2024 at 14:35, the Claimant replied to Ms Rahman. She stated that Ms Rahman had misunderstood her email. She was not formally resigning but merely expressing her feelings and concerns in the hope of reconciling the working relationship. She stated that she was sad that Ms Rahman had declined to discuss matters face to face. The Claimant was certain that it would be possible to move forward in a positive way, but that was why the Claimant felt undervalued and pushed to consider resigning. She reiterated that her email was not an official resignation. She reminded Ms Rahman that her contract required two months' notice. She stated that she hoped that they could move matters forward.
27. The Claimant was then ignored, and the Respondent would not answer her calls. She felt ostracised. The next communication was a WhatsApp chat from Ms Rahman, sent on 30 August 2024. It forwarded correspondence relating to guidance released by the Medicines and Healthcare Products Regulatory Agency in relation to bed rails and levers. The WhatsApp message sent by Ms Rahman said "*this is urgent please sort out*". It was followed by a message from Athik Rahman, another Director at the Respondent that stated "*Zoe, please sort out. You'll have to show me how to do these in future*".
28. By that point, the Claimant was in communication with a lawyer. Following his advice, she contacted Ms Rahman via WhatsApp to ask if she still had

a job, and whether there could be a discussion. Ms Rahman replied that she was busy and that she would call that night, but she did not call. I have not seen a copy of that message.

29. On 2 September 2024, the Claimant was signed off work by her GP until 16 September 2024 as a result of stress at work. She sent the statement of fitness for work to the Respondent on 2 September 2024. She also told Ms Rahman that the Claimant's mother would return any property held by the Claimant because the Claimant was too unwell. I have not seen a copy of that email, but the fitness for work certificate is included in the bundle at page 41
30. On 2 September 2024, Ms Rahman replied. I was not provided with a copy of that email but was read it by the Claimant. Ms Rahman stated that she needed clarification as the Claimant's email was not clear. She asked if the Claimant was handing in her resignation and ending her employment on 5 September or was she absent. Ms Rahman stated she was happy either way, but she needed confirmation.
31. On 3 September, the Claimant replied (see page 28 of the bundle). She rehearsed the history of the correspondence (described above) and said that this had caused her to be signed off for work related stress. She stated that she found Ms Rahman's question to be disingenuous because she was dismissed by Ms Rahman with short notice on 27 August 2024. Accordingly, the Claimant understood her employment was to end on 5 September 2024 per Ms Rahman's notice of dismissal. She stated that she had instructed a lawyer because she had been unfairly treated.
32. Thereafter, there was an exchange of correspondence between the Claimant's lawyer and the Respondent and its representatives. The Claimant's lawyer, Mr Aston, wrote to Ms Rahman to state that the claimant had been dismissed unfairly and wrongfully dismissed because the proper notice pay had not been paid (see page 34 of the bundle).

33. An email sent on 11 September 2024 by Miss Jones of Angle Accountants (who provided HR Support to the Respondent), stated that the Claimant had not performed her duties and responsibilities and that the Respondent had overlooked numerous “*gross misconducts of office*” in the past. Miss Jones stated that the Claimant had indicated that she had not resigned but had conducted herself as being resigned without performing a handover of equipment belonging to the Respondent. She stated that the Respondent accepted the Claimant’s resignation (see page 25 of the bundle).
34. In reply, Mr Aston stated that the allegations of gross misconduct were unfounded and only being raised now following the unfair ending of the Claimant’s employment. He noted that there had never been any formal disciplinary action or allegations made against the Claimant and she had an unblemished disciplinary record (see page 30 of the bundle).
35. The Respondent has provided no response to the claim, and no evidence to explain the reasons for the termination of the Claimant’s employment save as described above.
36. The Claimant has not worked since 5 September 2024. This was partially as a result of the Claimant’s ill-health. She continued to look for work and applied for 12 roles from October and over the next few months. She was unable to get a reference from the Respondent.
37. Between 16 September 2025 and 1 February 2025, she was able to claim for universal credit. She was granted a personal independence payment on 1 February 2025.

Relevant law

Unfair Dismissal

38. Section 94 Employment Rights Act 1996 provides that an employee with sufficient qualifying service has the right not to be unfairly dismissed by his employer. It is for the Claimant to prove that they were dismissed.

39. Section 95 of the Employment Rights Act 1996 provides as follows where relevant:

Circumstances in which an employee is dismissed.

(1) For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2)... only if)—

(a) the contract under which he is employed is terminated by the employer (whether with or without notice),

(b) ..., or

(c) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.

(2)...

40. If an employee is told that he or she has no future with an employer and is expressly invited to resign, then that employee is to be regarded as having been dismissed (see for example *East Sussex County Council v Walker* 1972 2 ITR 280, NIRC).
41. The key question for the Tribunal is who really terminated the contract of employment. If the answer is the employer, there will be a dismissal. This is a question of fact for the Tribunal to decide (*Martin v Glynwed Distribution Ltd* [1983] I.C.R. 511, CA).
42. It is for the Respondent to prove that the reason, or principal reason for the dismissal was one of those listed within s.98(2) of the Employment Rights Act 1996. If the Respondent does provide a potentially fair reason for dismissal, then reasonableness under s.98(4) of the Employment Rights Act 1996 must be considered.
43. S.98 ERA provides so far as relevant:

“(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show –

(a) the reason (or, if more than one, the principal reason) for the dismissal, and

(b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it— ...

(a) relates to the capability or qualifications of the employee for performing work of the kind which he was employed by the employer to do,

(b) relates to the conduct of the employee

(c) is that the employee was redundant, or

(d) is that the employee could not continue to work in the position which he held without contravention ... of a duty or restriction imposed by or under an enactment.

(4) ... where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) –

(a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and

(b) shall be determined in accordance with equity and the substantial merits of the case.”

Notice Pay

44. Any dismissal by an employer in breach of contract will give rise to an action for wrongful dismissal. This includes dismissal with inadequate notice where summary dismissal cannot be justified.
45. The Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 gives the Tribunal power to deal with breach of contract claims including wrongful dismissal.

Discussion and conclusion

46. I am satisfied that the Claimant has established, on the balance of probabilities that she was dismissed. The email sent by Ms Rahman on 27 August 2024 amounted to a dismissal. This is because:
 - a. the Claimant was told in that email that the employer was, in effect, treating her written grievance as a resignation, however there is no

wording in the claimant's grievance email that suggests she was offering her resignation and it is clear from the written correspondence sent by the Claimant thereafter that her grievance was not intended to be a resignation.

- b. The Claimant was also told that she had no future with the employer and should look for employment elsewhere.
- 47. Given that, I am satisfied that it was Ms Rahman that terminated the Claimant's contract of employment, rather than the Claimant resigning her employment.
- 48. No reason was given by the Respondent for the Claimant's dismissal at the time. The Respondent has not submitted a response to the claim or offered any explanation for the Claimant's dismissal. Accordingly, the Respondent has not established under section 98(1) what the reason for the Claimant's dismissal was, nor whether it falls within section 98(2). It follows that the Respondent has not established that there was a potentially fair reason for the Claimant's dismissal. The question of the reasonableness of the conduct of the Respondent under section 98(4) therefore falls away because the Respondent has not established the requirements of section 98(1).
- 49. For those reasons, I am satisfied that the Claimant was unfairly dismissed contrary to her rights in section 94. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed.
- 50. The Claimant's notice period was two months. The Claimant was not paid for this period. For the reasons I have already given in relation to the Claimant's dismissal there is no evidence that the Claimant was guilty of gross misconduct, nor that she did something so serious that the Respondent was entitled to dismiss without notice.

51. I am therefore satisfied that the Claimant was wrongfully dismissed and is entitled to notice pay of two months. The complaint of breach of contract in relation to notice pay is well-founded.

Remedy

Wrongful Dismissal

52. The Claimant's notice period was two months. The Claimant earned £2500 per calendar month gross. The Respondent shall pay the claimant £5000 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.

Unfair Dismissal

53. The financial loss caused to the Claimant is the loss of income between the end of her notice period on 5 November 2025 (her last day of employment being 5 September 2025) and 1 February 2025 when the Claimant stopped looking for work and began to receive a personal independence payment. It is appropriate to compensate the Claimant only from the end of her notice period because I have separately awarded her £5000 as damages for breach of contract for the period prior to that.
54. There is no evidence provided by the Respondent that the Claimant failed to take reasonable steps to find another job. I have accepted the Claimant's evidence that the Respondent's failure to provide a reference made applying for work more challenging.
55. There is no evidence that the Claimant would have been fairly dismissed in any event. Accordingly, there is a 0% chance of such an outcome. There is no reason as to why the Claimant's compensation should be reduced.
56. The ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 applied. The Respondent failed to comply with it by failing to investigate the Claimant's grievance and failing to follow any form of

disciplinary process. It is just and equitable to increase the award payable to the Claimant by 25%.

57. There is no evidence that the Claimant caused or contribute to her dismissal by blameworthy conduct. The allegations in the email sent by Ms Jones were not substantiated in any way before me.
58. The statutory cap of 52 weeks' pay or £105,707 does not apply.
59. The Respondent shall pay the Claimant a Basic award of **£1442.31**. This represents 2.5 weeks of the Claimant's gross weekly pay (£576.92 per week). 2.5 weeks represents 1 week of pay for when the Claimant was aged between 22-40 and 1.5 weeks of pay for when the Claimant was aged 41 and over.
60. The Respondent shall pay the Claimant a compensatory award of **£7904.11**. This represents loss of earnings for 12.4 weeks (5 November 2024 to 1 February 2025) at £5823.29, loss of statutory rights at £500 making a total of £6323.29, and an uplift of 25% to that figure (£1580.82).
61. The total monetary award payable to the Claimant for unfair dismissal is **£9346.42**. For the purposes of the Employment Protection (Recoupment of Benefits) Regulations 1996 the prescribed element is £5823.29. The period of the prescribed element is from 5 September 2024 to 3 November 2025. The difference between the total monetary award and the prescribed element is **£3523.13**

Approved by:
Employment Judge Searley
8 January 2026

Sent to Parties.
16 February 2026

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Notes

Judgments (apart from judgments under rule 51) and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

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 at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/