



EMPLOYMENT TRIBUNALS

Claimant

Ms J-J Anthony

v

Respondent

Whittington Health NHS Trust

Heard at: Watford, in person

On: 5 March 2026

Before: Employment Judge Hyams, sitting alone

Representation:

For the claimant:

In person

For the respondent:

Mr Hitesh Dhorajiwala, of counsel

RESERVED JUDGMENT

1. The claimant has permission to add to her claim for unpaid wages and accrued holiday pay claims for (1) wages in the period up to and including 30 November 2024 and (2) that there had been a failure to give her all of the statements of her pay within the meaning of section 8 of the Employment Rights Act 1996 to which she was entitled.
2. The respondent must pay the claimant the sum of £5,160.49 by way of unpaid wages and accrued holiday pay for the period from 1 August 2023 to 7 August 2024 inclusive, from which deductions of income tax and national insurance contributions will need to be made as required by the Income Tax (Pay As You Earn) Regulations 2003, SI 2003/2682 and from which any other lawful deductions may be made.
3. The claim of a failure to give the claimant sufficient statements of her pay within the meaning of section 8 of the Employment Rights Act 1996 does not succeed and is therefore dismissed.

REASONS

Introduction; the history of this case

- 1 The claim form which led to the hearing before me on 5 March 2026 was presented on 15 January 2024. In it, the claimant claimed (by ticking the boxes

for them on page 6 of the claim form, which was on page 10 of the hearing bundle: any reference to a page below is, unless stated otherwise, to a page of that bundle):

- 1.1 unfair dismissal,
 - 1.2 holiday pay,
 - 1.3 arrears of pay, and
 - 1.4 "other payments".
- 2 In addition, at the bottom of page 6 of the claim form, the claimant had ticked the box for "I am making another type of claim which the Employment Tribunal can deal with", and put in the box below for the details of that claim:

"Reservae of all rights of claims of Rescission Subrogation, subjugation, Exclusive Equity attached to agreement/contract under restricted signature".

- 3 That, however, was not "another type of claim which the Employment Tribunal can deal with".
- 4 The dates of the claimant's employment with the respondent were not stated in the claim form, although in answer to the question on page 4 of the claim form "Is your employment continuing?" (on page 8), the claimant had ticked the box for "No". When asked by the tribunal on 31 January 2024 to "confirm the start and end date of your employment", the claimant responded (in a letter dated 21 February 2024 and received by the tribunal on 23 February 2024): 'END DATE: "Indefinite" – on-going'. The letter was handwritten, and the page on which those words were written, page 2, started:

"Testimonie Under God.
NOTICE OF DE-FAULT - SUBROGATION

– Non-negotiable
– Fit for performance
– Zero tolerance
Writ:
– Mandamus"

- 5 On 16 May 2024, the tribunal wrote to the claimant:

"Your claim form has been referred to Employment Judge R. Lewis who has decided that only the following complaints can be acknowledged namely owed arrears of wages and holiday pay. The Judge has decided to

reject your other complaints because the Tribunal has no jurisdiction to consider them.”

- 6 On 18 September 2024, the parties were sent a “Notice of final tribunal hearing”, to take place on 20 January 2025. The notice contained case management orders for the disclosure of documents, the creation of a bundle and the exchange of witness statements. It had in it below those case management orders this text:

“Employment Judge Quill has directed me to write the following:

‘The claimant’s schedule of loss must contain full details of alleged arrears of salary, sick pay, holiday pay or other payments. Parts must be stated, and calculations shown. If the respondent believes there [are grounds] for strike out after it has seen the schedule of loss, it may apply then. Otherwise, the arguments raised in the Ground of Resistance will be addressed at the final hearing.’”

- 7 The hearing of 20 January 2025 occurred. It was conducted by Employment Judge (“EJ”) Din. What happened at the hearing was recorded in a document which was (1) approved by EJ Din on 20 January 2025 and dated 30 January 2025 and (2) was entitled “Record of a preliminary hearing”, and of which there was a copy at pages 46-54. In paragraphs 13-48 on pages 47-51, EJ Din recorded the history of the case up to and including what happened on 20 January 2025. In paragraph 33 on page 49, EJ Din recorded that he had “converted the hearing to a private case management hearing” and in paragraph 34 he recorded that “Using the Claimant’s 16 January 2025 document as a base, the parties and the Tribunal considered the claims and issues in the matter.” The claimant had, it was clear, not complied with the case management orders. The respondent had applied to strike out the claims (1) because of such non-compliance and (2) on the basis that the claim had no reasonable prospect of success. In paragraphs 29-31 on page 49, EJ Din recorded the claimant’s response and his decision on the application in the following manner:

“29. In response, the Claimant stated that she did not receive any communications from the Tribunal between the time of her claim form in January 2024 and her sending a letter to the Tribunal dated 24 October 2024 complaining of the same.

30. The Claimant explained her non-compliance with the Tribunal’s case management orders on this basis – namely that she did not hear from the Tribunal. Once she did hear, she promptly responded and then, following criticisms of her explanations from the Respondent, she sought to clarify her position – most recently in the note dated 16 January 2025.

31. The Tribunal found that the Respondent has been put to a disadvantage by what has occurred. In particular, today was due to be the final hearing, but it is not possible for a final hearing to occur today (see below). However, it is still possible for a fair trial to occur. The Claimant has put forward reasons for her non-compliance, and it is clear that she has attempted to remedy the position over the last few weeks. As such, the Claimant has indicated (and demonstrated) recent compliance. It would be disproportionate at this point to throw out the Claimant's case in its entirety."

8 In paragraphs 39-44 on page 50, EJ Din said this under the heading "Dismissal":

39. The Claimant confirmed that she wishes to bring a claim for unfair dismissal. She did not understand why the Tribunal had refused to allow that aspect of her claim to proceed, as her final day of work was 9 November 2023. This was before she made her claim. In addition, the Claimant referred to a letter that she sent to the Respondent on 4 January 2024 purporting to terminate her contract with the Respondent.

40. The Respondent states that the Claimant's employment continued until 30 July 2024. The Claimant disputes this saying that she has not been paid for this additional period. She makes further claims for notice pay and also for holiday under Regulation 14 of the Working Time Regulations 1998.

41. The Tribunal made the decision on 16 May 2024 to reject the Claimant's complaint regarding unfair dismissal following the Claimant's document received by the Tribunal on 23 February 2024. This decision was made on the basis of the documents before it at the time.

42. As the Claimant is now asking for the unfair dismissal claim to be reinstated, she must apply for reconsideration of the decision communicated to the Claimant on 16 May 2024. This is on the basis that the 23 February 2024 [document] gave rise to a misunderstanding that she was still, at that time, employed by the Respondent, when she was not.

43. Further, the additional claims that relate to the dismissal: namely, for wrongful dismissal and for compensation related to entitlement to annual leave, require the Claimant to make applications to amend her existing claims.

44. The Claimant and the Respondent both stated that they would need time to consider these applications. Further, the Respondent rightly noted that there may need to be some further thought given to the

exact framing of any claim regarding the Claimant's holiday on dismissal."

- 9 I pause to record that that passage showed that the claimant's case was (looking at the situation from the point of view of the law of employment) somewhat confused.
- 10 EJ Din then listed "a further case management hearing" to take place on 8 April 2025, and made orders in preparation for that hearing, which was listed as a public preliminary hearing with a time estimate of a day. That hearing was postponed and eventually occurred on 15 July 2025. That hearing was conducted by EJ Smith. Her record of the hearing was at pages 73-82. She approved it on 18 July 2025 and it was sent to the parties on 7 August 2025. EJ Smith listed the final hearing to take place all day on 10 September 2025. EJ Smith recorded in paragraphs 6-10 on pages 74-75 that the claimant had made an application for reconsideration of the decision of EJ R Lewis "not to allow the unfair dismissal claim to proceed". I saw that in paragraph 6, EJ Smith wrote:

'The claimant stated that in the document she had provided to the Tribunal dated 21 February 2024 when she said "END DATE 'indefinite' – ongoing" she had meant that the employment contract was ongoing but she had resigned. The claimant stated that she had sent correspondence to the respondent stating that she did not intend to return to work until further notice from the respondent. The claimant asserted that this was sent on or around 6 November 2023.'

- 11 I pause to say that the claimant's position as shown by that passage was again somewhat confused. In any event, EJ Smith refused the application for reconsideration. She recorded in the next paragraphs of her record of the hearing that she had rejected an application made by the claimant to amend the claim form to add claims for (1) notice pay, (2) wrongful dismissal, (3) compensation in relation to annual leave, and (4) "The cash value of her personal pension". EJ Smith stated the claimant's "live" complaints resulting from that rejection and the issues arising from those live complaints in paragraphs 59 and 60 on pages 81-82. Those claims were purely for "Holiday Pay" and "Unauthorised deductions". The issues were stated simply as

11.1 "Did the respondent fail to pay the claimant for annual leave the claimant had accrued but not taken when their employment ended?"

11.2 "Did the respondent make unauthorised deductions from the claimant's wages in September and October 2023 and if so how much was deducted?"

- 12 On 13 August 2025, the claimant sent a letter to the tribunal. It was not in the bundle before me, but there was a copy in the tribunal's file. She wrote it "in [her] capacity as representative for the Claimant". So far as material, at the top of page 2, she wrote this:

“While i reserve my right to dispute the circumstances of the termination, i write to formally assert that, if the employment is deemed to have ended on 7th August 2024, i am legally entitled to: full payment of wages up to and including 7th August 2024, and a corresponding itemised payslip for this period.”

13 She also said this:

“[T]he case of *Delaney v Staples* [1992] IRLR 19 (HL) makes clear that where an employment contract remains in force, the employee is entitled to wages unless lawfully suspended without pay or otherwise excluded by a valid contractual provision.

The employer’s allegation of AWOL absent without leave does not in itself remove the obligation to pay wages up to the date of termination, unless specific legal grounds for non-payment apply – which, in this case, i do not accept have been established.

Amendment to Particulars of Claim

Accordingly, i will be amending my Particulars of Claim to include: A claim for unpaid wage up to and including 7 August 2024, and A claim for failure to provide an itemised payslip, pursuant to Section 8 ERA 1996.

If necessary, I will seek for the Tribunal’ to amend my claim to reflect these additional sums, including a revised Schedule of Loss. i respectfully request that the Respondent confirms:

- a. Whether full payment has been made up to the termination date of 7 August 2024;
- b. Whether an itemised payslip has been or will be issued for this period
- c. and If, not the legal justification for any non-payment or failure to issue a payslip.”

14 The respondent objected to that application. It did so in a letter dated 15 August 2025, for the following reasons.

“There have already been two Preliminary Hearings in this case (on 20 January and 15 July 2025) and ample opportunity for the Claimant to identify her claims since the ET1 was filed on 15 January 2024. Disclosure has already taken place and the parties are in the process of agreeing the final hearing bundle and preparing witness statements. The Final Hearing is listed for 10 September 2025.

It is not in accordance with the overriding objective to grant the application. It would cause delay to the final hearing and require further time and cost investment for the Respondent and Tribunal. The parties require certainty

on the issues in order to be on an equal footing and prepare for the hearing as listed.”

- 15 The hearing of 10 September 2025 was postponed because there was no judge available to conduct it. The hearing was then relisted to take place on 5 March 2026, and I conducted that hearing. That meant that the claimant’s application to amend her claim to add the claims stated in paragraph 13 above had not been determined. At the end of the hearing day on 5 March 2026, after oral evidence was given as I describe below, Mr Dhorajiwala urged me to reject the application of the claimant to amend in her letter dated 13 August 2025. I said that I would determine the application as part of my reserved judgment and pointed out that it was something which was covered by the claimant’s witness statement and her oral evidence.
- 16 When writing these reasons in draft form and deliberating, it occurred to me that the claim arose from the same circumstances as those which were the subject of the other, existing, claims which were before the tribunal and which I was determining. In addition, the evidence before me, including (but not limited to) the claimant’s witness statement and her oral evidence, was sufficient for the determination of the additional claims which were sought to be made. Given that the claimant said that if she were not given permission to amend her claim she would make a claim to the county court for the claimed unpaid wages, it made very good sense to me to permit her to add the claims for
- 16.1 unpaid wages to the end of her employment with the respondent, and
- 16.2 an itemised pay statement.
- 17 I therefore did so. It made sense to me to do so in respect of the period to 30 November 2024 to ensure that all of the claimant’s potential complaints about her pay and pay statements were covered by this judgment and reasons.

The evidence which I heard and the manner in which I conducted the hearing on 5 March 2026

- 18 There was a bundle of documents consisting (in its final form) of 267 pages including its index. The claimant said that she did not have it, but she had an earlier version of the bundle, the pages of which were, as far as they went, in precisely the same form as those which were in the final version of the bundle before me.
- 19 The respondent was intending to call one witness only, Mr Martin Linton, and the respondent put before me a witness statement in Mr Linton’s name. The claimant said that she had not received that statement either. Mr Dhorajiwala said that his instructions were that the bundle and the witness statement had been sent to the claimant, and the claimant asserted in response that they had not been. As I pointed out to her, she could not know whether or not a document for example

had been sent: she could know only whether or not she had received the document. In particular (but not only) because of the history of the matter, including as described in paragraph 7 above, I rather doubted that the respondent's solicitors had not sent the documents to the claimant. In any event, I made sure that, with the respondent's help, the claimant was able to participate fully in the hearing, including by printing out and giving her Mr Linton's witness statement. In fact, that statement in large part simply referred to the content of documents, all of which were created by someone other than Mr Linton. The statement was signed and dated 2 September 2025.

- 20 Mr Dhorajiwala put before me an opening skeleton argument. For the most part it contained his submissions on the law, but it included this statement about the "key dates in this matter", which he had derived in part from the document at page 261, but also from the documents referred to in the following subparagraphs of paragraph 3 of his skeleton argument.

- "a. 7 August 2023 – 31 August 2023: the Claimant is on unpaid authorised leave [HB/110];
- b. 18 October – 9 November 2023: the Claimant is on sickness absence, and paid occupational sick pay (despite only notifying the Respondent of her sickness formally on 23 October 2023 [HB/143]);
- c. 10 November 2023 – 30 July 2024: the Claimant is on unpaid unauthorised absence (which the Respondent says was the period the Claimant was absent without leave (AWOL)).
- d. 30 July 2024: the Claimant is dismissed from this date, by a disciplinary outcome letter dated 7 August 2024 [HB/163]."

- 21 I therefore started the hearing by asking Mr Dhorajiwala (for whose assistance and the manner in which it was given I was particularly grateful) to help me to understand what was the respondent's case at this point. I said that the hearing could be informal at this point and made it clear that if the claimant wanted to say something then she should feel free to do so. Mr Dhorajiwala then spent several hours taking me through the documents in the bundle and the series of statements of the claimant's pay which were in the bundle. I found those statements in some respects to be incomprehensible without assistance, but that assistance was provided to me by Mr Dhorajiwala. At the end of the bundle, there were (1) at pages 262-263 an email dated 14 November 2025 from the respondent's solicitors to the claimant, (2) at pages 264-265 a letter from the solicitors to the claimant dated 25 November 2025, and (3) at pages 266 and 267, two documents each of which was headed "Copy of pay advice", neither of which was dated. I record here that the respondent accepted in the email at pages 262-263 and the letter at pages 264-265 that some money was owed to the claimant, which was said to be £5,160.49 gross, subject to "deduction of tax and NICs at source, as well as payment in compliance with attachment of

earnings orders, the related admin fee, and your student loan.” The resulting net figure was not given in either communication.

- 22 During the course of that discussion, just before noon, the claimant referred to the fact that she had a “DRO”. I asked what that was, and she produced and put before Mr Dhorajiwala and me a document which she had not put before the respondent before. It was dated 1 August 2024, and it was stated to be a “Debt Relief Order” in the name of the claimant, made under section 251E of the Insolvency Act 1986. The debts to which the order related included three sums owed to the London Borough of Islington, and the sum of £2,725.57 owed to “NHS Credit Controller”. I took a photograph of the first page of the document, and invited Mr Dhorajiwala to do the same. It was, said Mr Dhorajiwala, the first time that the respondent had seen that order. There was, however, I saw when writing these reasons, a letter dated 1 August 2024 at page 59 from The Insolvency Service’s Debt Relief Order Unit. It was sent to the claimant’s email address only, and was in the name of the Official Receiver. It was short and was in these terms:

“I refer to your recent application for a Debt Relief Order.

I attach herewith a copy of your approved order, which schedules all of the creditors that are subject to this order.

I am also attaching as part of this notification a schedule detailing the duties and responsibilities that are required of you until such time as your moratorium period terminates.”

- 23 It was only after lunch that I was able to ask the claimant for her response to the things which Mr Dhorajiwala had told me and which I had been discussing with him and her. After much discussion with the claimant, it became clear that I would need to hear oral evidence, even though Mr Linton had had no personal involvement in the events which gave rise to the claims. I could see that it was helpful for him to give evidence to the effect that the documents before me were what they purported to be, however.
- 24 In any event, I then heard oral evidence from Mr Linton and from the claimant.
- 25 That evidence was concluded very late in the day: at about 5pm. I encouraged Mr Dhorajiwala to make submissions only on the things that he and I had not already discussed and on which he had not already made submissions in his opening skeleton argument. The claimant’s submissions included one that she could not return to work after October 2023 at any time before she was dismissed because if she did then she would be in effect working for nothing, which would have involved the respondent “taking sweat equity” from her, and that you “cannot change a contract of employment into involuntary servitude”, so that if she had returned then it would have been a “constructive dismissal.” That was because if she had returned to work then she would have had to work in effect

for nothing for two months, which she said that she could not afford. Nevertheless she maintained that she was ready and willing to work during the whole of the period after 6 November 2023, and that I should give her permission to amend her claim form to add a claim for unpaid wages during the period from 6 November 2023 until the date of her dismissal (which, as I say in paragraphs 16 and 17 above, I now do).

- 26 Having heard that evidence and those submissions, I made the following findings of fact.

The facts as found by me

- 27 The claimant started working for the respondent on 15 June 2015, as stated in the letter at pages 83-84, which enclosed the contract of employment at pages 85-94. The contract included (at pages 86-87) a power to deduct unauthorised over-payments or loans. In fact, section 14(1)(a) of the ERA 1996 provides a statutory right to deduct overpayments.
- 28 On 30 January 2023, the claimant applied (pages 104-105) to the NHS Business Services Authority for a refund of pension contributions made by her to the NHS Pension Scheme. On 13 April 2023 (page 108), that authority refused that request because “Sufficient membership exists to qualify for benefits. Your benefits will remain deferred until you reach normal retirement age.”
- 29 On 26 June 2023, the claimant asked in a telephone conversation with her line manager (Mr Edomwonyi Matthew) if she could take annual leave for the next two weeks. He agreed to that. The claimant’s witness statement described what happened next.
- “2. In July 2023, while I was on annual leave, my sister-in-law passed away suddenly. I took responsibility for caring for her five children, one of whom lives with me.
3. Due to these unforeseen circumstances, I requested an extension to my annual leave. My line manager, Mr. Matthew Edomwonyi, denied my request and advised me to approach his line manager, Mr. Augustine Alpha.
4. Mr. Alpha approved the extension as unpaid leave and confirmed this via email to Mr. Edomwonyi, Human Resources, and me. This email is available as evidence.”
- 30 That much of the claimant’s witness statement was consistent with the documents in the hearing bundle.
- 31 I now set out the subsequent 11 (short) numbered paragraphs of the claimant’s witness statement.

“Illness and Sickness Reporting

5. During the period of unpaid leave, I became unwell due to bereavement and personal stress. I notified Mr. Edomwonyi and followed the Trust’s sickness policy.

6. I obtained and submitted medical certificates covering the period from 11 September to 6 October 2023, and a further certificate covering 6 October to 8 November 2023. Both were sent to Mr. Edomwonyi.

7. My sickness ended on 8 November 2023. I did not provide or promise any further medical certification after that date.

Pay Issues and Payroll Disputes

8. Despite submitting valid medical certification, I received only £209 for both September and October 2023. This is substantially below my expected statutory and contractual pay entitlements, including Statutory Sick Pay (SSP).

9. When I contacted Payroll to query the underpayment, I was informed I owed over £4,000 due to alleged overpayments. However, I only received £2,918 between August and October 2023.

10. Payroll failed to provide any evidence of these overpayments. My calls were frequently disconnected or left unresolved.

Lack of Communication and Return-to-Work Issues

11. I was unaware of any concerns from Mr. Edomwonyi such as, AWOL, SSP entitlements, until I received a letter in November 2023, letter dated 2nd November 2023.

12. No return-to-work meeting, occupational health referral, or formal suspension was arranged by the Respondent. I was due to return on 9 November 2023 but did not return due to unresolved pay issues and lack of clear communication.

13. I later received invitations to meetings, but by then, I had effectively left my role. I was not suspended, nor was I paid after 27th November 2023.

Termination and Effective Date

14. The Tribunal and Respondent agree that my Effective Date of Termination (EDT) is 7 August 2024.

15. From November, 2023 to the EDT, I have received no wages, SSP, or contractual notice pay.”

- 32 The documentary evidence trail painted a slightly different picture. What happened was, I found, what was shown by that documentary evidence, despite the fact that I did not hear evidence from Mr Edomwonyi, whose disciplinary report led to the claimant’s eventual dismissal after she had, as she said in paragraph 13 of her witness statement (accurately, I found), “by [November] 2023 effectively left [her] role”. I now turn to that documentary evidence, which the claimant accepted was what it purported to be, although she was reluctant initially to say whether, and if so how, she had sent the photograph of the two sickness/fit certificates at page 112 to which I refer further in paragraph 42 below.
- 33 On 20 July 2023, Mr Edomwonyi wrote (page 136) in his capacity of DN Team Manager:

“Dear Jennifer Anthony,

Hope my mail finds you well?

Please be aware this is a welfare check - to establish if all is well?

Also, I followed up with a phone call this morning but no response.

Apparently, you did not contact DN shift coordinators nor myself since the 17/07/23. Hence the need to make contact.

Could you find time to respond or contact any of the contacts listed below:

- DN shift coordinator
- DN Service Manager or On-call Manager
- DN locality Team Manager”.

- 34 On 24 July 2023, Mr Edomwonyi wrote (page 137):

“Dear Jennifer Anthony,

I would like to confirm that your annual leave request has been approved.

In the current dispensation, you are back to work on Monday the 7th of August 2023.

Please note that you have 75.00 hours annual leave entitlement remaining.”

- 35 On 8 August 2023, Mr Edomwonyi sent the email at pages 138-139. It showed that the claimant had “initiat[ed] contact” on that day with Mr Edomwonyi. The email showed that the claimant had asked to use her outstanding annual leave

“or go to GP for sickness review to cover [her] inability to come to work [that] week.” The email ended:

“You promised you would contact me yesterday (07/08/23) the day you were meant to return-to-work from annual leave- although it never happened.

Based on that conversation had with the team’s administrator in which your work-roster was read to you by the team’s administrator on your request.

I have provisionally booked you unauthorised unpaid absence from work- this is subject to the Lead Nurse rectification.”

- 36 On 11 August 2023, the claimant sent (from her personal email address) the email at pages 110-111 to Mr Edomwonyi’s NHS email address. The text was as follows.

“Dear Augustine,
Hope all is well with you.

Following my conversation with Matthew regarding my situation, at this present time I write to confirm that I would like to extend my annual leave. Given the situation I would like to request that I use all my annual leave entitlement.

In addition, please advise if I may to take 3 weeks of unpaid leave, if possible.

Cc Matthew Edomwonyi”.

- 37 On 16 August 2023, in the email in the middle of page 110, Mr Edomwonyi (I add that it was not clear whether his name was Mr Edomwonyi Matthew or Mr Matthew Edomwonyi, but for the sake of simplicity and consistency with most of the claimant’s usages, I have referred to him in these reasons as Mr Edomwonyi) forwarded that email to Mr Alpha, who on 30 August 2023 replied (in the email at the top of page 110) to the email of the claimant which I have set out in the preceding paragraph above. Mr Alpha sent his email to both the claimant’s email addresses (work and personal) and copied it to Mr Edomwonyi. Mr Alpha wrote:

“Dear Jennifer

Hope you are well and apologies for the late reply. Unfortunately, I’m not able to approve for you to use all your annual leave as we are only in quarter 2 of this financial year. I have approved 4-week unpaid leave (Monday 4th August to Friday 8th September 2023); you are expected to return to work on Monday 11th September 2023.

Please give me a call if you wish to discuss.”

- 38 I note that that was a period of five weeks and not four. In any event, on 11 September 2023, Mr Edomwonyi emailed the claimant (page 139):

“Please be aware that your unpaid authorised absence running unceasingly on Healthroster will have impact on your salary and this will reflect in subsequent months.

Please notify your line manager (Matthew) and Augustine on your possible return date”.

- 39 On 29 September 2023, Islington Council sent the claimant the letter at page 113. It was “about outstanding council tax for JENNIFER ANTHONY” and enclosed “a copy of an Attachment of Earnings Order served on your employer.” The letter continued:

“If you leave his or her employment or become unemployed you must notify the London Borough of Islington in writing within 14 days, giving the particulars specified in regulation 40 (1) of the regulations mentioned in this order. Failure to do so may render you liable to a fine.”

- 40 The Attachment of Earnings Order was on the following pages, pages 114-115. The order was for the deduction in accordance with a payment schedule of a total of £1734.79. It had been sent (I deduced from the box at the bottom left hand side on page 114) to the respondent’s payroll department.

- 41 On 4 October 2023, Mr Edomwonyi wrote to the claimant by email (page 141):

“I hope that all is well.

I am very concerned that you have not been in contact with the Department since 12/09/23 and 02/10/23 when I contacted you to ascertain about your welfare and return to work from unauthorised unpaid leave (UUA). In the conversation, you mentioned you are off sick with a Fit note you would send to me on the day.

Therefore, would you please contact me at your shortest convenience or by 10/10/23 so that we can ascertain your possible return to work date and to update me of your circumstances as promised on the 02/10/23.

Please be aware that failure to attend work without permission is regarded as a disciplinary offence, therefore, it is important you contact me as soon as possible.

Once again keep well and look forward to hearing from you in the very near future.”

- 42 I asked the claimant whether she had sent the photograph of the two sickness certificates on page 112, and she said that she had done so and sent that photograph by email. I therefore concluded that she sent the email at the earliest

on the date of the second of those two certificates, which was 18 October 2023. Both certificates were, in fact, in my view surprisingly, backdated. The first was dated 22 September 2023 and was backdated to 11 September 2023. The second certificate was backdated to 6 October 2023. So, I say for the avoidance of doubt, I concluded that the claimant sent the two certificates to the respondent on 23 October 2023, so that she did not send the certificate dated 22 September 2023 to the respondent until 23 October 2023. I came to that conclusion because of the content of the letter to which I now turn.

- 43 On 2 November 2023, Mr Edomwonyi sent the claimant the letter of which there was only the first page at page 116 (which, it was clear to me, was the first page of the letter which the claimant had in fact received; I say that because it had handwriting on it which appeared to be the claimant's). That letter included some of the text on page 143 (which was, I concluded, only a draft; the letter at page 143 bore the date of 30 October 2023, but it was, I concluded, not sent on that day). The text of both documents helped me to see what had been said to the claimant in the letter of 2 November 2023. The text on page 143 was as follows.

"I would to acknowledge the receipt of sick note confirming your health status on 23/10/23.

Noticeably, there exist gap in the issuance of exempt note validating your wellbeing.

The sick note was issued on 18.10.23 to retrospectively capture one of the two periods of ill health (11.09.23–06.10.23 and 06.10.23–08.11.23).

Be reminded that, I called you on 02/10/23 in which you confirmed you're unwell and a sick note will be sent to me on the day, but it never happened.

Please note that, the onus on certification and communication of ill health is your responsibility.

Due to the above discrepancy and inherent delay in reporting your sickness until I made contact will be recorded from the 02/10/23 (the day I contacted you) till 08/11/23.

On behalf of DN Service, I wish you a speedy recovery and firmly committed to providing you the necessary support."

- 44 The letter at page 116 was in the following terms.

"I would to acknowledge the receipt of sick note confirming your health status on 23/10/23.

Noticeably, there exist gap in the issuance of exempt note validating your wellbeing.

The sick note was issued on 18.10.23 to retrospectively capture one of the two periods of ill health (11.09.23–06.10.23 and 06.10.23–08.11.23).

Be reminded that, I called you on 02/10/23 in which you confirmed you're unwell and a sick note will be sent to me on the day, but it never happened.

Noticeably, there have been multiple correspondences about the subject of your absence.

I include the timeline of key correspondence below to date:

August 7th, 2023 – Team's Administrator made contact as you were supposed to return-to-work from annual leave. You promised to call me on the day, but it never happened.

August 8th, 2023 – You called and requested to redeem all annual leave accruals.

– I emailed you about what was discussed.

11th September 2023 – emailed you about unpaid authorised absence and its impact on your wages.

12th September 2023 – I telephoned you about your welfare and general update.

2nd October 2023 – I called you to discuss about your welfare and return-to-work.

4th October 2023 – Letter issued and registered delivery.

Please note that, the onus of certification and communication of ill health is your responsibility. See below In italics the trust sickness policy:

6.2.3 For periods of sickness lasting 8 or more calendar days – a Fit Note is required. A GP or other clinical professional Fit Note should be provided by the 8th day and further Fit Notes going forwards to cover continuing absence."

- 45 That letter was sent to the claimant on (I concluded) 2 November 2023 at 2.30pm under cover of the email at the bottom of page 143 and the top of page 144. The claimant replied to that email two days later, on 4 November 2023, in the email in the middle of page 144, which was sent from the claimant's personal email address and copied to her NHS email address. The email was in these terms.

"Hi Matthew,

I write in reply to the attached correspondence with my objection for the decision and action outlined in your email.

Are you Matthew taking liability?

If no then, please sign post me to the named person whom is taking responsibility so then I can communicate with them.

In addition, I will not be in attendance on Monday 6th November 2023, until further notice.

Thanks

: Jennifer-Jane: Anthony”

- 46 On 9 November 2023, Ms Ora Namali, a Payroll Officer employed by the respondent, sent the claimant the letter at page 117. It was headed “Overpayment of Pay” and its text was as follows.

“I am writing with reference to your employment with Whittington Health. Due to late information of your Unpaid Leave, you have been overpaid in your August Salary by £2,433.92
This is due to the information entered on Health rostering sent to Payroll a month in arrears and Payroll not being notified in advance of this decision.

I propose to recover this overpayment over as follows:

Nov. 2023 recover £811.31
Dec. 2023 recover £811.31
Jan. 2024 recover £811.30

If you have any questions, feel free to contact me via my Email address [which was given]”.

- 47 On 15 December 2023, Ms Namali sent the claimant the letter at page 118. It was again headed “Overpayment of Pay” and the material part of its text was as follows.

“I am writing with reference to your employment with Whittington Health. Due to late information of your Unpaid Leave in November, a sum of £2,629.21 has been added to your August overpayment which has now been reduced to £1,622.62.

The total Gross sum now owing is £4,251.83.

This is due to the information entered on Health rostering sent to Payroll a month in arrears and Payroll not being notified in advance of this decision.

As we are not sure when you are returning, we are unable to propose a recovery plan.

Could you kindly ask your Line Manager to inform us on the date of your return?”

- 48 The claimant then sent the handwritten letter at pages 119-121 which was said (in the body of its text on page 119) to have been written on “this day 9th MONTH OF NOVEMBER YEAR OF: 2023”. It referred at its top to “Claim Number KL704144049GB” and just below that were the words:

“Testimonie Under God (AFFIDAVIT)
Notice of Subrogation
Notice of Rescission

Notice to Agent is Notice to
Principle – Notice to Principle
Is Notice to Agent”.

- 49 The material text on the first page was:

“I, Here and Now, rescind this agreement entered into 15th July 2015 –
Between WHITTINGTON HEALTH NHS TRUST and JENNIFER JANE
ANTHONY, Estate and Private Trust.

I do not consent to be obligated or/and liable to perform on this contract as
of this day 9th MONTH OF NOVEMBER YEAR OF: 2023.”

- 50 On the second page of the letter, page 120, the claimant wrote that she required “you, Ms Ora Namali, and/or your corporation” to provide her, the claimant, “with all and any unclaimed receivables and those occurring within (3) three days, on sight, of this notice”, and, further on down the page:

“I, will take this, as a tacit agreement that you Ms Ora Namali, have already
or intended to sign under the penalty of perjury in your notice dated:
15/12/2023 – (certified) mailing number/Postal Route, on behalf of your
corporation.”

- 51 I therefore concluded that the claimant wrote and sent the letter at pages 119-121 after she had received the letter of 15 December 2023 whose terms I have set out in paragraph 46 above.

- 52 On 22 December 2023, Mr Edomwonyi sent the claimant the letter at pages 122-123. He wrote that the claimant had not been in touch with “the Department since 04.11.23 following” her email of that day which I have set out in paragraph 45 above. He continued:

“In line with the Trust’s Sickness and Absence Policy and Procedure it is
your responsibility to keep in contact with your manager and supply medical
certificates covering any continuous absence over 7 days or more and at
regular intervals thereafter, therefore you are currently on unauthorised
absence. Your pay has been stopped since 09.11.23, which is when your
sickness certificate expired.

Please see below excerpt from the Trust Sickness Absence policy on reporting sickness.

If sickness absence is not reported in line with the policy or there is any undue delay in providing a Fit Note, it can result in the employee being considered absent from work without authorisation and result in loss of pay for the period of the unauthorised absence.

Unauthorised absence may also be dealt with under the Trust's Disciplinary Policy as misconduct. (Page 9 of 67)

Employees should note that Occupational Sick pay will only be reinstated from the date that a Fit Note is received by the Trust, even if it is backdated. Any entitlement to Statutory Sick Pay will be paid.

Therefore, would you please contact me by 03.01.24 on the above phone number so that we can ascertain your possible return to work date and to update me of your circumstances."

- 53 Mr Edomwonyi then wrote that he "would like to seek" the claimant's consent to refer her to the "occupational health team for extra support." He added: "Additionally, could you inform me if there is any other essential support required." He then reminded the claimant that "failure to provide medical certificates/attend the Occupational Health appointment is regarded as a disciplinary offence therefore it is important you contact me as soon as possible."
- 54 Plainly, the claimant did not respond to that letter, and Mr Edomwonyi on 16 January 2024, in the letter at pages 126-127, which was said to have been sent "via recorded delivery & email", invited the claimant to a disciplinary hearing on 19 January 2024. That was evidently a re-arranged meeting. I deduced that in part from the following text on page 126:

"The purpose of this meeting is to discuss the following allegations:

- Professional Conduct
- unauthorised absence
- Non engagement with the Trust despite attempts to reach-out to you.
- Failure to follow Trust Sickness Absence Policy

Please be aware this is a rescheduled meeting due to non-attendance of previous 05.01.24. meeting for the same subject."

- 55 On 2 February 2024, Ms Namali sent the claimant another letter (page 128) about the overpayment of her pay, stating:

“Further to the letter issued to you on 15.12.23 I can now confirm we have calculated your debt to the Trust reflecting on late notice of unpaid leave in August and November 2023, and have brought down the Gross overpayment from £4,251.83 to the Net amount owing to the Trust which is £2,725.57.”

- 56 That letter was followed by the sending of an invoice to the claimant for the payment by the claimant to the respondent of that sum, £2725.57, which was dated 17 March 2024 and was at page 102.
- 57 The next material thing that happened was that a “Disciplinary Investigation Report Management Statement of Case” was signed by Mr Edomwonyi on 26 May 2024, inviting the claimant to a disciplinary meeting on 25 July 2024. That report and statement of case (including its appendices) was at pages 130-160. There was no evidence before me that that report was sent to the claimant, but she did not say that she was not sent it.
- 58 On 7 August 2024, Ms Maameyaa Adabie, the respondent’s Associate Director of Nursing, sent the email at page 162 enclosing the letter dated 7 August 2024 at pages 163-166. The letter was headed “Re: Outcome of Disciplinary Hearing” and started: “I am writing to confirm the outcome of your disciplinary hearing, which took place on 30th July 2024. Please note this was a rescheduled meeting from 23rd July to give you the opportunity to attend.” The letter informed the claimant that the decision was made on 30 July 2024 to dismiss her and that the “dismissal date [would] take effect from 30th July 2024”. It was then said that the claimant would be paid 8 weeks’ notice and that “any accrued annual leave” would be paid in her “final salary”.
- 59 I was told that the claimant did not receive in her bank account the sum stated at page 103 (which was a pay statement for November 2024) was due to her after deducting claimed overpayments and the sum required to be paid under the attachment of earnings order at page 114, because the sum (£1,562.01) was attempted to be paid into the claimant’s bank account but that account had been closed and the claimant had refused to give the respondent details of a new bank account. The claimant said that she had sought payment by cheque, but the respondent had refused to make payment by that means. I expressed concern at that refusal, but in any event, no sum had been paid to the claimant since November 2023.

The respondent’s sickness absence management policy

- 60 The respondent’s “Sickness Absence Management Policy” was at pages 192-258. In paragraph 6.2.3 on pages 199-200, this was said.

“For periods of sickness lasting 8 or more calendar days – a Fit Note is required. A GP or other clinical professional Fit Note should be provided by the 8th day and further Fit Notes going forwards to cover continuing

absence. The first 7 days of sickness absence will be self-certified. In the case of prolonged absence a new Fit Note should be received by the line manager before the ending of the previous one. Employees should advise their line manager of any reason for a delay in obtaining a new Fit Note and advise that one is being sent in and when it will be received.

If sickness absence is not reported in line with the policy or there is any undue delay in providing a Fit Note it can result in the employee being considered absent from work without authorisation and result in loss of pay for the period of the unauthorised absence. Unauthorised absence may also be dealt with under the Trust's Disciplinary Policy as misconduct.

Employees should note that Occupational Sick pay will only be reinstated from the date that a Fit Note is received by the Trust, even if it is backdated. Any entitlement to Statutory Sick Pay will be paid."

The money paid to the claimant by the respondent from July 2023 onwards

61 The net sums which the respondent paid the claimant from 1 August 2023 to the end of November 2023 were (I discerned from the pay statements at pages 95-101) as follows.

61.1 £2,459.47 (page 97, for August 2023);

61.2 £209.80 (page 98, for September 2023);

61.3 £209.60 (page 99, for October 2023); and

61.4 £2,069.65 (page 100, for November 2023).

62 That was a total of £4,948.52.

A statement of the claimant's position sent to the tribunal on 3 August 2025

63 There was in the bundle at pages 70-72 a copy of a letter sent by the claimant to the tribunal and the respondent. It was dated 3 August 2025. It included this passage.

"The respondent is expecting the claimant side to pay alleged overpayment by way of the claimant side knowledge, labor, skills, and time and sweat equity. The claimant side does not consent to, agree and/or affirm the respondent's breaches. All debts shall be verified. The claimant side has a right to disobey anything repugnant to the laws of the Land. Claimant side took paid annual leave July 2023. During paid annual leave Claimant side had a bereavement that involves the decease leaving dependents. Claimant side contacted respondent by telephone to request an extension

to the annual leave. Annual leave is approved however; the annual leave would be unpaid annual leave from 4th August to the 11 September 2023.

During the unpaid annual leave the claimant side became unfit for work due to stress and anxiety and signed off by the GP General practitioner. Claimant side contacted respondent by telephone to inform and give notice of sickness, verbally.

Claimant side contacted respondent by email via Mr Matthew Edomwonyi to inform and give notice of sickness, in writing, on two separate occasions to cover the period.

The claimant side is only paid £418 for the period of September and October, 2023 therefore, underpaid. Claimant side is entitled to sickness pay. The claimant contacted the respondent, approximately, October 27th 2023, by way of payroll. Claimant side spoke with Ms Ora Namali. Ms Ora Namali, implied that the Claimant side is AWOL absent without leave and Claimant side owe the respondent over £4000 FOUR THOUSAND POUNDS, sterling.

Claimant side explain the facts of this issue to Ms Ora Namali and said that she would contact manager or the man or women who is doing the reporting for the claimant side, rota. Ms Ora Namali said i should call back around 3pm the same day.

Claimant side called Ms Ora Namali as per agreement and Ms Ora Namali continue to repeat Claimant side owe the respondent over £4000 FOUR THOUSAND POUNDS, sterling. Claimant side attempted to explain again but, Ms Ora Namali just kept putting down the phone on Claimant side. Claimant side contacted respondent by way of email by way of team manager Matthew Edomwonyi to find out why Claimant side is not receiving income and why the claimant side owe the respondent over £4000 FOUR THOUSAND POUNDS, sterling.

The claimant side does not believe Matthew Edomwonyi is being helpful with this situation and the claimant side claim negligence, at this point as the claimant side is experiencing stress and anxiety. To dealing with these issues on returning to work will have an adverse impact on the worker health and possibly the patient's safety? The respondent accuses claimant side, falsely of being AWOL in August 2023. Augustine Alpha provides confirmation for unpaid annual leave in August 2023. Matthew Edomwonyi confirmation letter shows receipt of sickness certificate. Sickness certificate is received prior to claimant side due to return, physically, to the work site and statutory sick pay is owed to the claimant side from 11th September to the 8th November, 2023.

There is evidence show notice provided to respondent that claimant side will not attend the work place sent by email via Matthew Edomwonyi.

Notice of Rescission and Right of Rescission sent by certified mailing via, Ms Ora Namali, in her private and unlimited capacity.”

My calculation of the gross pay to which the claimant was entitled contractually from June 2023 onwards

- 64 The claimant’s monthly basic pay, before the deduction of income tax, was (as stated in the final pay statement before the claimant started to be absent from work without leave, which was that for June 2023 and was at page 95) £2,553.25 plus an “Inner London” supplement of £510.65. That is a total of £3,063.90.
- 65 There was no overpayment in July 2023: the claimant was absent from work during that month in the circumstance that she had authorisation to do so and an entitlement to her usual basic pay and the London weighting allowance. There was no underpayment either.
- 66 In August, the claimant was entitled to pay for the first six days: in the email at page 110, Mr Alpha said that he had approved “4-week unpaid leave (Monday 4th August to Friday 8th September 2023)”, but he plainly meant (and it was the respondent’s case that he meant) to refer to Monday 7 August 2023. That was an entitlement to $6/31 \times £3,063.90 = \underline{£593.01}$.
- 67 The claimant was entitled to no contractual pay at all during September 2023. However, given the certificate dated 22 September 2023 at page 112, she was entitled at most to statutory sick pay for one week on a self-certified basis before 11 September and then to the end of that month, so to 27 days’ statutory sick pay. As a result of article 9 of the Social Security Benefits Up-rating Order 2023, SI 2023/316, the rate at that time was £109.40. In paragraph BI[134] of *Harvey on Industrial Relations and Employment Law*, this is said.

“When calculating the amount of SSP, a number of points are crucial for understanding. Firstly, as noted above, an employer is only liable to pay SSP for qualifying days, and only then if three waiting days have been served (always remembering that the rules on waiting days have been suspended where the employee’s absence is related to the coronavirus: see further para [131.01] ff)). Secondly, if SSP is payable in respect of any day, then it is payable at the specified weekly rate divided by the number of qualifying (not calendar) days in that week (SSCBA 1992 s 157(3)). Thirdly, SSP can be paid for periods of less than a week.

Suppose, for example, that an employee works variable shifts but it is agreed that Monday, Tuesday and Wednesday are his qualifying days. If he is ill from Monday to Thursday he can claim nothing, as although he has served three waiting days no SSP is due for the Thursday as it is not a qualifying day.

To take another example, suppose an employee works Tuesdays to Fridays and those are her qualifying days. She is off sick for just over two weeks, starting on a Wednesday. In the first week she works the Tuesday but is not entitled to SSP for that week as the Wednesday, Thursday and Friday are waiting days. She is then off sick for the whole of the following week and so is entitled to the full weekly payment of £118.75 (at April 2025 rates). The week after that she remains off sick and only returns on the Thursday. She will therefore receive £29.69 for each of the two days she has been off sick (this being the weekly rate divided by four, as she has four qualifying days per week). Her SSP for the final week will therefore be £29.69 x 2 = £59.38.”

- 68 4 September 2023 was a Monday. Therefore the claimant was entitled to four weeks’ statutory sick pay for the month of September 2023, namely £437.60.
- 69 The respondent generously to the claimant (given clause 6.2.3 which I have set out in paragraph 60 above) agreed to pay her occupational sick pay from 18-31 October 2023, rather than from 23-31 October 2023. That was $14/31 \times £3,063.90 = \underline{£1,383.70}$.
- 70 For the period before then in October 2023, assuming that the claimant would not normally have worked on a Sunday, the claimant was entitled to statutory sick pay for two weeks and two days; assuming that the claimant worked a five-day week, I calculated that amount to be $2.4 \times £109.40 = \underline{£263.56}$.
- 71 For November 2023, the claimant was entitled to $8/30 \times £3,063.90 = \underline{£817.04}$.
- 72 From then onwards until her dismissal, the claimant did not work and was plainly not ready and willing to work, no matter what she said to me on 5 March 2026. Looking at the matter objectively, the claimant was refusing to return to work, not least because she realised that she would have both the overpayments made to her and the earnings attachment order sum deducted from her pay. In effect, as she saw it, she would be working for nothing for about the first two months if she returned to work.
- 73 At the time of her dismissal, the respondent could have dismissed the claimant without notice for her repudiation of her contract of employment, but it would have had to give her a sum for her accrued holiday entitlement, whatever that might have been bearing in mind that she had been absent without leave for many months previously. In any event, the respondent chose to give the claimant notice pay and holiday pay without any reduction arising from the claimant’s prior unauthorised absence, and to deduct from that notice pay and accrued holiday pay the sums which the respondent calculated to be overpayments and the amount which it was required by the attachments of earnings order at page 114 to deduct from her pay. Accordingly, in these proceedings the respondent accepted that it was liable to pay the claimant notice pay, which it originally wrongly calculated to be of eight weeks’ pay, but which was nine weeks’ pay,

and accrued holiday pay for (I saw from page 262) 118.75 hours of “accrued outstanding annual leave as at the effective date of termination.”

- 74 By the time of the claimant’s dismissal, her annual basic salary was (I saw from page 103) £32,324.00. The year before, it was (I saw from page 100) £30,639.00). So, nine weeks’ pay at the time of the claimant’s dismissal (£32,324 x 9/52) was £5,594.54. The amount of the Inner London allowance at that time was not stated, but on page 262 the gross figure for 9 weeks’ pay was £6,695.01. That gave an annual figure (multiplying it by 52) of £38,682.28, so the Inner London allowance was on that basis worth £6,358.28 per year, or £529.86 per month or £122.27 per week. I was prepared to, and did, conclude that that was the value of the Inner London allowance. I therefore accepted that the claimant was entitled to notice pay of £6,695.01.
- 75 The figure given by the respondent’s solicitors in their email of 14 November 2025 at page 262 for the sum payable in respect of 118.75 hours’ accrued holiday pay was £2,232.82. That gave a figure of £18.80 per hour. Clause 7 of the contract of employment at page 86 stated that the claimant was required to work 37.5 hours per week. Per year, therefore, on the assumption that the claimant was paid her annual salary for those hours for 52 weeks of the year (and ignoring the fact that 52 weeks is 364 days only rather than 365 or 366), she worked 1950 hours per year. That gave an hourly rate, when calculated by reference to the annual salary of £32,324 plus the Inner London allowance of £6,358.28 per year, of £19.84. I therefore could not see on what basis the figure of £2,232.82 had been arrived at. By my calculation, the sum should have been $118.75 \times £19.84 = £2,356.00$. Given that the respondent had initially thought that the claimant was entitled to eight week’s notice pay and given the opacity of the pay statements at pages 95-101 and 103, I concluded that I should conclude that the claimant was entitled to £2,356.00 by way of accrued holiday pay.
- 76 That meant that the claimant was entitled to a gross sum of £9,051.01 by way of notice pay and accrued holiday pay.
- 77 So, for the period from 1 August 2023 to 7 August 2024, I concluded, the claimant was entitled to gross pay before deductions of
- 77.1 £593.01 (see paragraph 66 above)
- 77.2 £437.60 (see paragraph 68 above)
- 77.3 £1,383.70 (see paragraph 69 above)
- 77.4 £263.56 (see paragraph 70 above)
- 77.5 £817.04 (see paragraph 71 above) and
- 77.6 £9,051.01 (see paragraph 76 above),

which was in total £12,545.92.

- 78 All of the first five sums were in my view taxable at the rate of 20% (given that the claimant had by August 2023 used up her personal allowance), but in the absence of evidence about the claimant's earnings in the tax year starting on 6 April 2024 and on the basis that the claimant was then receiving (as she said in passing in oral evidence) universal credit, which is not taxable, I concluded that the figure of £9,051.01 was not taxable. That meant that the claimant was entitled to a total of $\text{£}9,051.01 + (\text{£}3,494.91 \times 0.8 = \text{£}2,795.93) = \text{£}11,846.94$ before any authorised deductions in addition to income tax.

What deductions was it lawful to make from the claimant's net pay?

- 79 I saw that there were deductions for a "student loan" of £133 on page 97 (the August 2023 pay statement), and £272.54 for national insurance. I saw too that there were payments before tax of £70.51 for "Bank Holiday ENH", which I assumed was in respect of working on the August bank holiday, which the claimant did not do, and £184.80 for "Afc Absence", which I did not understand. In any event, given my approach to the calculation of the claimant's entitlement by the time of the hearing before me, that payment was simply one of the amounts which were paid to the claimant, subject to tax, and which I concluded on the evidence before me did not need to be included in my calculations of her entitlements.
- 80 I saw that there were too two £1 fees said to be deductible in the November 2023 pay statement at page 100 and the November 2024 pay statement at page 103, in relation to the sums in those statements for what was the total of £1734.79 which was payable by way of the attachment of earnings order at page 114. Those £1 sums were said to be for "DEA Admin Fee" and were just above the figure for a "DEA Deduction". I saw no reason to conclude that the two figures of £1 were unlawfully deducted: the claimant did not argue that they were not properly deducted, and they looked like the kind of permitted amount in respect each single deduction of pay under an attachment of earnings order.
- 81 On that basis, the respondent was entitled to deduct in respect of the "student loan", national insurance and the administration fees of £1 each:

81.1 £133 (for the student loan)

81.2 £272.54 (for national insurance), plus

81.3 £2 (for the DEA Admin Fee),

which was a total of £407.54.

- 82 I saw, however, that the final statement of the claimant's pay, for November 2024, at page 103, asserted that the respondent was entitled to deduct a total of £2,370.10, for (1) "PAYE" of £944.46, (2) "NI A" of £117.30, (3) "Student Loan" of £310.00, (4) "220 DEA Admin Fee" of £1.00, and (5) "220 DEA Deduction" of £997.34. The latter was the second and intended final deduction in respect of the attachment of earnings order sum of £1,734.79 shown at page 114.

The net sum payable by my calculations to the claimant in respect of the period from 1 August 2023 to 7 August 2024

- 83 In any event, I concluded that the net sum payable to the claimant in respect of the period from 1 August 2023 to 7 August 2024 inclusive was £11,846.94 (see paragraph 78 above) minus (see paragraph 81 above) £407.54, which was £11,439.40. She had received (see paragraph 62 above) £4,948.52. That meant (by my calculations) that she was owed £6,490.88, subject to the deduction of £1,734.79. That gave the figure of £4,756.09 before the deduction of tax and national insurance contributions under the Income Tax (Pay As You Earn) Regulations 2003, SI 2003/2682.
- 84 That figure was less than the respondent's figure of £5,160.49 stated in the email at page 262 and the letter at pages 264-265. On that basis, subject to what I say at the end of this paragraph, I concluded that since the respondent accepted a liability to pay that sum subject to such deductions as were lawful, I should determine the claimant's claims by ordering the respondent to pay that sum of £5,160.49 subject to such deductions. The only potentially valid reason for coming to any other conclusion was that the fact that a debt relief order had been made on 1 August 2024 under section 251E of the Insolvency Act 1986 as I say in paragraph 22 above.
- 85 I am not familiar with the law of insolvency and the effect of a debt relief order. Nor was Mr Dhorajiwala. During the hearing on 5 March 2026 I conducted an internet search and read out the results of it. I found nothing conclusive on the question of the impact of an attachment of earnings order for council tax, but certainly nothing to suggest that the attachment of earnings order was suspended by a debt relief order. When writing these reasons, I found that the Citizens Advice website stated under the heading "Dealing with Council Tax arrears" that
- 85.1 "After the council gets a liability order from the court, they can take money directly from your wages each time you get paid. This is called an 'attachment of earnings order'. They'll send you a notice in the post - it will tell you how much they'll take.", and
- 85.2 "Attachment of earnings orders work differently for other types of debt."
- 86 I therefore concluded that the attachment of earnings order was not affected by the debt relief order, even though the order referred specifically to three separate

sums owed to "London Borough of Islington" (the sums were £22,227.75, £1,100.00 and £787.48).

Did the respondent give the claimant itemised pay statements in respect of the period from 1 August 2023 to 30 November 2024?

- 87 The respondent had given the claimant itemised statements of her pay. They were impossible to understand without guidance, as I say in paragraph 21 above, but that was not the subject of a claim by the claimant.

In conclusion

- 88 For all of the reasons given above, I concluded that I should give judgment in favour of the claimant for the sum of £5,160.49, from which all lawful deductions such as of income tax and national insurance will need to be made as required by the Income Tax (Pay As You Earn) Regulations 2003, SI 2003/2682. For example, the "student loan" sum shown on page 103 might also need to be deducted.
- 89 I add that my above calculations were arrived at without hearing from the parties on the basis for them. If either party has a reasoned objection to those calculations then that party (and it might be both parties) can apply for a reconsideration of those calculations, stating in detail that party's arguments in support of the proposition that I have erred in arriving at the above calculations.

Approved by Employment Judge Hyams

Date: 9 March 2026

SENT TO THE PARTIES ON 11 March 2026

FOR THE TRIBUNAL OFFICE