



# EMPLOYMENT TRIBUNALS

**Claimant:** Lukas Rasimas  
**Respondent:** Dean Levoi  
**Heard at:** East London Hearing Centre  
**On:** 10 June 2026  
**Before:** Regional Employment Judge Burgher

## Appearances

**For the Claimant:** In person  
**For the Respondent:** Did not attend

## JUDGMENT

- 1 The Claimant's claim for unlawful deduction of wages is well founded. The Respondent has failed to pay the Claimant for August 2025, September 2025, and two weeks to 14 October 2025. The total is arrears of pay in this regard is £3,750.
- 2 The Claimant's claim for unpaid notice is not well founded. Given that he gave notice on 1 October 2025 he is not entitled to a separate award for notice pay, that notice period is subsumed within the arrears of pay.
- 3 The Claimant's claim for unpaid holiday pay is well founded. The Claimant accrued but did not take approximately 6 days' annual leave and is entitled to payment in lieu in the sum of £415.38.
- 4 The Respondent failed to provide the claimant with itemised pay statements throughout the duration of his employment.
- 5 The Respondent is ordered to pay the Claimant the total sum of £4,165.38.

- 6 Although damages are calculated on a net basis, since the Claimant will be liable for tax on the elements relating to pay, the gross figure is used in the calculation.**

## REASONS

1. The hearing proceeded in the absence of the Respondent pursuant to rule 47 of the Employment Tribunal Procedure rules 2024. I was satisfied that appropriate steps had been taken to ascertain whether the Respondent intended to attend, and no communication had been received. I considered it to be in accordance with the overriding objective and the interests of justice to proceed in the Respondent's absence especially given the equivocal nature of its response set out in the ET3.
2. The Claimant, Mr Lucas Rasimas, brings a claim for unlawful deductions from wages, arrears of pay, holiday pay, and notice pay arising from his apprenticeship with the respondent, Mr Levoi. His ET1 claim form stated that employment commenced on 19 September 2024 and terminated on 14 October 2025.
3. It was necessary to clearly identify the scope of the Claimant's claim, in particular the sums said to be due. The Claimant had not complied with earlier case management orders requiring him to provide a schedule of loss and supporting documentation. He explained that he had been unable to determine how to submit documents. I nonetheless proceeded based on the oral evidence, mindful that the Claimant was unrepresented.
4. The Claimant gave evidence and stated that he worked approximately 40 hours per week and that he was not provided with payslips throughout the course of his apprenticeship. He stated that he received a fixed monthly payment of £1,500 irrespective of the number of hours worked. He further stated that he had not received any payslips at any stage during his employment.
5. I clarified that the claim concerned unpaid wages for a discrete period. The Claimant's evidence was that he had not been paid at all for August 2025, September 2025, and two weeks to 14 October 2025, prior to termination of his apprenticeship.
6. On that basis, the Claimant asserted that he was owed £1,500 per month for August and September, and a pro rata sum for October, giving a total of £3,750 in unpaid wages. I accepted this evidence. There was no challenge to the Claimant's account, and no contradictory evidence was provided.
7. In relation to notice pay, the Claimant confirmed that he had given notice of termination on 1 October 2025. I therefore determined that any entitlement to notice pay was subsumed within the claim for unpaid wages for October 2025. The Claimant was therefore not entitled to any additional or separate award under this head of claim.

8. The Claimant also advanced a claim for unpaid holiday pay. I considered the Claimant's evidence regarding holiday taken during the relevant leave year. The Claimant upon checking his records, confirmed that he had taken approximately 10 days' leave (excluding bank holidays). By 14 October 2025, the Claimant had an estimated accrued entitlement to approximately 22 days' annual leave inclusive of bank holidays. He stated that he had taken approximately 10 days paid holiday leave had taken 6 bank holidays. This left an outstanding balance of approximately 6 days' accrued but untaken leave. I calculated the Claimant's daily rate by reference to his monthly pay of £1,500, producing a daily rate of £69.23. Multiplying that figure by 6 days, the unpaid holiday pay is assessed as £415.38. This sum is due to the Claimant in respect of accrued but untaken holiday pay.
9. The Claimant also raised concerns about the absence of payslips and the Respondent's failure to respond to repeated requests. I note this evidence and make a formal declaration in respect of that failure, but no separate financial award is made in respect of that complaint.
10. I did not award compensation for stress or inconvenience as requested by the Claimant. Such losses are not recoverable in a claim for unlawful deductions from wages or arrears of pay claim.
11. The Respondent is therefore ordered to pay the Claimant the total sum of £4,165.38 in respect of his successful claims.

**Approved by:**  
**Regional Employment Judge Burgher**  
**Dated: 10 June 2026**