



EMPLOYMENT TRIBUNALS

Claimant: Mr F Ayala

Respondent: Huntsman Pest Control Limited (In Creditors Voluntary Liquidation)

Heard at: Leeds (by video) **On:** 24th June 2026

Before: Employment Judge Edwards

Representation

Claimant: In person

Respondent: Did not attend

JUDGMENT

The respondent having not filed a response, the following is the judgment of the Tribunal in accordance with Rule 22 Employment Tribunal Procedure Rules 2024:

1. The complaint of unauthorised deductions from wages in relation to the following are well founded. The respondent made unauthorised deductions from the claimant's wages in the period September 2023 to May 2024.
 - a. The respondent shall pay the claimant **£254.23** in relation to basic salary, which is the net sum deducted. The claimant is responsible for the payment of any tax or National Insurance that would be due on the gross sum.
 - b. The respondent shall pay the claimant **£3,691.66** in relation to unpaid overtime which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
 - c. The respondent shall pay the claimant **£1742.71** in relation to visa related deductions which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
 - d. The respondent shall pay the claimant **£147.71** in relation to deduction for personal use of a company vehicle which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
2. The complaint of unauthorised deductions from wages in relation to bonuses is not well founded and is dismissed.

3. The complaint of breach of contract in relation to notice pay is well-founded.
4. The respondent shall pay the claimant **£2,015.38** 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.
5. The complaint in respect of holiday pay is well-founded. The respondent failed to pay the claimant in accordance with regulation 14(2) and 16(1) of the Working Time Regulations 1998.
6. The respondent shall pay the claimant **£1,943.51**. The claimant is responsible for paying any tax or National Insurance.
7. The complaint in respect of expenses is well founded. The respondent was in breach of contract and shall pay the claimant **£216.45**.
8. The complaint in respect of breach of contract in relation to energy bills is dismissed on withdrawal by the claimant.
9. The respondent failed to give the claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 in the period from **1st November 2023 to 5th June 2024**.

Approved by:

Employment Judge Edwards

24th June 2026

Notes

Summary reasons were given orally at the hearing. Written summary reasons will not be provided unless requested by any party at the hearing, or by a written request received by the Tribunal within 14 days of the sending of the written record of the decision.

All judgments (apart from judgments under Rule 51) and any written full reasons for judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimant(s) and respondent(s).

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 here:

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