



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Hedaiat Hosseini

**Respondent:** Paul Thewlis trading as Universal Heating and Plumbing

## JUDGMENT OF THE EMPLOYMENT TRIBUNAL

**Held at:** North Shields

**On:** 15 September 2017

**Before:** Employment Judge A M Buchanan

**Appearances:**

**For the claimant:** In person

**For the respondent:** No attendance and no response filed

## JUDGMENT

1. The respondent made an unlawful deduction from the wages of the claimant. The respondent is ordered to pay to the claimant £1800.00p in respect of unpaid wages. This is a net amount and the respondent is ordered to pay to the appropriate authorities any income tax and employee national insurance contributions due in respect of such sum.
2. The respondent is ordered to pay to the claimant £166.14 damages for breach of contract (unpaid motor expenses).
3. The respondent is ordered to pay to the claimant the sum of £120 in respect of the claimant's attendance at the Tribunal pursuant to Rule 78(1)(d) of Schedule I of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 ("the 2013 Rules").
4. The total sum payable by the respondent to the claimant is £2086.14 and is payable forthwith.
5. The name of the respondent is amended as set out above.
6. There will be no award to the claimant pursuant to section 24(2) of the Employment Rights Act 1996 ("the 1996 Act").

## REASONS

1. The claimant filed a claim with the Tribunal on 16 July 2017 which was served on the respondent on 18 July 2017.
2. The respondent failed to file a response to the claim. Because the claimant sought an award pursuant to section 24(2) of the 1996 Act it was not felt appropriate to award Judgment pursuant to Rule 21 of the 2013 Rules and the hearing which was notified when the papers were served was maintained in the list.
3. I heard evidence from the claimant who produced several documents to me.
4. On 14 September 2017 the papers sent to the respondent on 18 July 2017 were returned to the Tribunal: the envelope had been opened and re-stapled. An unknown person had written on the envelope "*No longer at this address*". The papers were returned some two months after service had been effected through the post. I infer that in fact the respondent did receive the papers but has sought to return them or have them returned to the Tribunal in order to frustrate the hearing before me this morning. I conclude that the papers have been served on the respondent and that the respondent is aware of this hearing. I am satisfied that I can proceed with the hearing.
4. I am satisfied that the claimant worked for the respondent who traded on his own account under the name "Universal Heating and Plumbing". A letter was sent to the claimant on 23 February 2017 offering employment to the claimant at the rate of £10 per hour and motor expenses at the rate of 45 pence per mile. The letter is silent as to whether the sum of £10 was a gross or net figure. The claimant gives evidence that the sum was a net sum and I accept that evidence. The claimant received some wage slips from the respondent which make no mention of any deductions in respect of income tax or national insurance and that supports me in my conclusion. The wage slips give details of the national insurance number of the claimant. The claimant received payment of wages only once from the respondent namely on 24 March 2017. This was paid into his bank account and is shown as having been paid by J P Thewlis.
5. The claimant worked 28 days in all for the respondent and worked for 7.5 hours each day making a net daily rate of £75. He earned £2100 and was paid only £300. I am satisfied that the claimant is owed £1800 and I award that sum to him on a net basis. I am satisfied that the claimant left employment in May 2017 as he was not paid the wages he was entitled to. The employment of the claimant began in March 2017.
6. I am satisfied that the claimant incurred travel expenses of £166.14 being 369.2 miles at 45p per mile. I award this sum to the claimant as damages for breach of contract.

7. The claimant wrote to the respondent with details of his claims by letters dated 26 May 2017 and 26 July 2017. I am satisfied that the claimant received text messages on behalf of the respondent indicating that those letters had been received.

8. The claimant seeks his expenses of coming to the Tribunal today. I award £120 in respect of those expenses reasonably and necessarily incurred.

9. The total sum due from the respondent to the claimant is £2086.14 and is payable forthwith.

Employment Judge A M Buchanan

Date: 15 September 2017

JUDGMENT SENT TO THE PARTIES ON

22 September 2017  
AND ENTERED IN THE REGISTER

G Palmer  
FOR THE TRIBUNAL OFFICE