



EMPLOYMENT TRIBUNALS

Claimant: Miss T Taylor

Respondents: MW Parker & JL Parker t/a Old Harlow Boarding Kennels and Cattery

Heard at: East London Hearing Centre

On: 15 December 2022

Before: Tribunal Judge Overton, sitting as an Employment Judge

Representation

Claimant: Mr Chance (the Claimant's partner)

Respondent: No appearance

JUDGMENT

1. The hearing was listed as a telephone hearing to commence at 2pm. Neither party attended the telephone hearing. However, the Claimant and her representative attended the Tribunal venue in person, despite having received the hearing notice and being aware that it was listed as a telephone hearing. The hearing then took place in person.
2. **MW Parker and JL Parker t/a Old Harlow Boarding Kennels and Cattery** are added as Respondents and substitute the originally named Respondent (Old Harlow Boarding Kennels and Cattery) under rule 34 of the Employment Tribunals Rules of Procedure 2013. This is because the Mr M Parker identified the substituted names as the appropriate Respondents in the documents attached to the Claimant's claim form. The substituted respondents will have been aware of the ongoing proceedings as they are the owners of the business that was originally named as the Respondent.
3. The Claimant has made a claim for a redundancy payment and compensation for a breach of contract relating to notice pay.
4. Miss Taylor's claims for redundancy payment succeeds under rule 21 of the Employment Tribunals Rules of Procedure as the Respondent has not entered a response.
5. The Respondent is ordered to pay Miss Taylor a statutory redundancy payment of **£2,196.32**.

6. Miss Taylor was 46 at the date of dismissal, she had worked for the Respondent for 12 full years and she earned £151.47 per week. Miss Taylor's redundancy payment is calculated as 5 weeks at 1.5 times her weekly salary and 7 weeks at her weekly salary.
7. The breach of contract claim is accepted as it was not reasonably practicable for the Claimant to present her claim in time and the claim was presented within a reasonable period thereafter.
8. Miss Taylor's claim for compensation for breach of contract succeeds under rule 21 of the Employment Tribunals Rules of Procedure as the Respondent has not entered a response.
9. The Respondent is ordered to pay Miss Taylor the sum of **£1817.64** net in respect of 12 weeks' notice (12 weeks x £151.47).

**Tribunal Judge Overton, acting as
an Employment Judge
Dated: 19 December 2022**