



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Lewis Courtney

**Respondent:** Total Group Building Services Limited

**Heard at:** Wales ET **On:** 2<sup>nd</sup> March 2023

**Before:** Employment Judge J Bromige

## Representation

**Claimant:** In Person

**Respondent:** Did not attend

## RULE 21 JUDGMENT

### MADE PURSUANT TO RULE 21 OF THE EMPLOYMENT TRIBUNALS RULES OF PROCEDURE 2013

1. The Respondent made an unlawful deduction of from the Claimant's wages by failing to pay the Claimant the correct wages between 11<sup>th</sup> April and 22<sup>nd</sup> April 2022.
2. The period referred to in §1 (above) is 2 weeks. The Claimant worked a total of 82 hours during this period, at a rate of £15.00 per hour (gross). Therefore the Claimant's contractual entitlement during that period was £1230.00 (gross). He was paid £480.00 on 19<sup>th</sup> April 2022 and therefore an unlawful deduction of wages was made of £750.00.
3. The Respondent is to pay the claimant **£750.00 (gross)** in respect of unauthorised deduction from wages.
4. The Respondent further failed to pay the Claimant his accrued but untaken holiday pay pursuant to Regulation 14 of the Working Time Regulations 1998. The Claimant was employed between 5<sup>th</sup> January 2022 – 22<sup>nd</sup> April 2022 and had accrued 8 days of holiday which were untaken. The Claimant's daily rate (gross) was £120.00 and weekly rate £600.00 (gross). The Claimant is therefore owed **£960.00 (gross)**.
5. The Respondent further failed to pay the Claimant for his period of notice, in breach of his contract, namely 1 week's pay. This totals **£600.00 (gross)**.
6. The Respondent further failed to provide the Claimant with written particulars of employment as required by s.1 ERA 1996. As per s.35 EA

2002 and Schedule 5 of the same Act, the Employment Tribunal makes an award of two weeks' pay for the same. Such pay is limited by s.227 ERA 1996 to £571.00 per week, and therefore the Claimant is awarded **£1142.00**.

7. The Tribunal makes a declaration that the Respondent failed to provide the Claimant with a pay statement as required by s.8 ERA 1996. The Tribunal makes no order under s.12(4) ERA 1996 for the Respondent to pay the Claimant any sum for this failure.
8. The total amount of the award is £3,452.00. The recoupment provisions do not apply. The sums for unlawful deduction of wages, holiday pay and breach of contract are awarded gross and the Claimant is responsible for any income tax or employee national insurance contributions which may become due.

**I can confirm that this is my judgment in the case numbered above and I have signed the judgment by electronic signature**

Employment Judge **J Bromige**

Date: **2<sup>nd</sup> March 2023**

JUDGMENT SENT TO THE PARTIES ON 3 March 2023

FOR THE TRIBUNAL OFFICE Mr N Roche

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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