



EMPLOYMENT TRIBUNALS

Claimant: Mr L Reid

Respondent: Crime Scene Cleaning UK Ltd

HELD AT/BY: Mold by CVP **on:** 15th June 2023

BEFORE: Employment Judge T. Vincent Ryan

REPRESENTATION:

Claimant: Absent – he confirmed his non-attendance/non-participation

Respondent: Mr P Collins, Commercial Director

JUDGMENT

The judgment of the Tribunal is that the claimant's claims of unauthorised deductions from wages and breach of contract are not well-founded, fail and are dismissed.

REASONS

The Issues:

1. The issues were agreed at a preliminary hearing held on 28th February 2023; they are set out in Employment Judge Jenkins' minute of that hearing.

The Facts:

2. The claimant was employed by the respondent as a cleaner from 7 December 2021 until 8 September 2022.
3. I accept the evidence of Mr Collins as being plausible and reliable, his having made the formal Affirmation; he gave brief, clear and concise oral evidence.
4. Mr Collins became Commercial Director of the respondent following a purchase of the company at the end of February 2023. He has only recently become aware of this litigation. He has tried to ascertain from the claimant how much he says that he is owed and why. He has not been provided with any calculations or rationale for the claim as required by the Tribunal.

5. The claimant is in breach of case management Orders requiring him to set out the basis of his claims and to provide a calculation of the sums claimed when he said in his claim form: that he was “underpaid multiple times”, and was “not paid for trips to help other employees.... or to pick up stock”.
6. The claimant has not adduced any evidence to support his outstanding claims.
7. Mr Collins confirmed, having checked the respondent’s payment records, that the claimant was paid by the respondent all monies due to him, “100%”.

The Law:

8. Section 13 Employment Rights Act 1996 confirms the right of a worker employed by an employer not to suffer unauthorised deductions from wages.
9. Where a contract, whether oral or written, express or implied, provides for the payment of expenses by an employer to an employee then, provided the employee properly incurs authorised expenses and complies with contractual requirements, they shall be paid in accordance with payment provisions; failure by an employer to do so shall amount to a breach of contract. It is for the claimant to prove the breach claimed and any resultant loss.

Application of law to facts:

10. The claimant has failed to prove either that the respondent made any unauthorised deductions from his wages, that he incurred any contractually recoverable expenses, or that the respondent breached his contract with regard to the payment of expenses. The claimant has not proved any loss incurred by him during his employment or as a result of it.
11. The respondent has paid all monies due to the claimant by way of wages, and expenses (if any were due) arising out of or in connection with his employment.

Employment Judge T.V. Ryan

Date: 15 June 2023

JUDGMENT SENT TO THE PARTIES ON 16 June 2023

FOR THE TRIBUNAL OFFICE Mr N Roche