



EMPLOYMENT TRIBUNALS

Claimant
Mr S Amira

Respondent
Twine & Barrel Ltd

Heard at: Leeds

On: 7 March 2023

Before: Employment Judge Davies

Appearances

For the Claimant:

In person

For the Respondent:

Did not attend

JUDGMENT

1. Twine & Barrel Ltd is substituted as the correct Respondent to these claims. I am satisfied that the claim form has come to its attention because it was served on “Twine & Barrel” at the company’s registered office, and a response was presented by “Twine & Barrel.”
2. The Claimant’s complaint of unauthorised deduction from wages for 22 hours’ work done on 28 and 29 July 2022 is well-founded and succeeds. The Respondent shall pay him **£236**.

REASONS

1. This was a complaint of unauthorised deduction from wages brought by the Claimant, Mr Amira, against his former employer, Twine & Barrel Ltd, the Respondent.
2. As noted above, the claim form actually named “Twine & Barrel” as the Respondent, but I have substituted the correct Respondent today.
3. The Respondent originally tried to bring an employer’s contract claim, to recover losses it says were caused by Mr Amira’s resignation without notice. That was rejected because an employer can only bring an employer’s contract claim in the Tribunal if the employee has brought a claim for breach of contract. Mr Amira did not bring such a claim.
4. This case was originally listed for a telephone hearing at 10am today. On 7 February 2023 it was converted to a public hearing at Leeds Employment Tribunal, so that the claim could be clarified and, if appropriate, determined. The

revised notice of hearing was sent by post to the Respondent's registered office on 7 February 2023, because the Respondent requested the Tribunal to correspond with it by post and did not provide an email address.

5. Mr Amira attended the hearing today. The Respondent did not attend. The Tribunal tried to telephone the Respondent but could not get through or leave a message.
6. Mr Amira confirmed that the only claim he was bringing was for two days' wages. He had brought with him his diary confirming the dates and hours worked for which he said he had not been paid. He told me that he had a WhatsApp confirming his finish date. I was satisfied that the Respondent had failed to pay him 22 hours' pay at £10.75 per hour for work done on 28 and 29 July 2022. That amounted to an unauthorised deduction from his wages in accordance with s 23 Employment Rights Act 1996. I gave an oral judgment for the Respondent to pay the Claimant £236.
7. After the hearing had concluded, the Respondent contacted the Tribunal to say that it had mistakenly dialled into the telephone hearing, and had been waiting for the hearing to start. I understand the Respondent suggested that it had not received the revised notice of hearing. If the Respondent wishes to have this judgment reconsidered, it can make an application as explained in the accompanying documents. If it does, it will need to explain (1) why post sent to its registered office has not been received; and (2) whether or not it says that it paid Mr Amira for the work done on 28 and 29 July 2022. If it did not pay him for work he did, it will need to explain on what basis it was permitted to make a deduction from his wages. Usually, it would need Mr Amira's prior written agreement to a deduction being made in these circumstances. The fact that the Respondent believes Mr Amira's resignation without notice caused it financial losses does not authorise a deduction from wages under the Employment Rights Act 1996.

S-J Davies

**Employment Judge Davies
7 March 2023**

Sent to the parties on:

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For the Tribunal:

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