



EMPLOYMENT TRIBUNALS

Claimant: Mr D P Grant

Respondent: Optimum Doors and Sedgefield Windows Limited

JUDGMENT

1. The claim for unauthorised deduction of wages is well founded and succeeds.
2. The Respondent is ordered to pay to the Claimant the gross sum of **£558.10** in respect of unpaid wages.
3. The claim for a redundancy payment is well founded and succeeds. The Respondent is ordered to pay to the Claimant the gross sum of **£3,448**.
4. The claim for breach of contract (failure to give four weeks' notice of dismissal) is well founded and succeeds. The Respondent is ordered to pay to the Claimant the net sum of **£1,839.08**.
5. The claim for payment of accrued, untaken holiday under regulation 30 Working Time Regulations 1998 is dismissed upon withdrawal.
6. The total amount ordered to be paid to the Claimant is: **£5,845.18**.

REASONS

7. The Claimant presented an ET1 on **29 December 2023**. Proceedings were served on the Respondent's registered office, with a response date of **09 February 2024**. No response was returned.
8. Under rule 21 of the Tribunal Rules of Procedure 2013, where on the expiry of the time limit in rule 16 no response has been presented and no application for a reconsideration is outstanding, an employment Judge shall decide whether on the available material, a determination can properly be made of the claim or part of it. If there is, the judge shall issue a judgment, otherwise a hearing must be fixed before a judge alone.
9. The Claimant wrote to the Tribunal, on **14 February 2024, 29 February 2024** and **20 March 2024** providing some further information relating to his complaint, in response to

requests by the Tribunal. He had been employed by the Respondent from **21 January 2023** to **15 December 2023** as double glazing installer. His gross weekly pay was **£558.10**. His net pay was **£459.77**.

10. He was not paid for the first week of his employment in January 2019. It was agreed that this was a 'week in hand' and that payment for that week would be paid when his employment came to an end. The Claimant's employment terminated on **15 December 2023**. He was paid in respect of all weeks up to and including **15 December 2023** except that he was not paid his week in hand. However, he was not given any notice or paid in lieu of notice. He was entitled to four weeks' notice.
11. I was satisfied that I had sufficient information to enable me to conclude that the wages which were properly payable to the Claimant on **15 December 2023** included the payment in respect of his first week's pay as had been agreed. I was satisfied that those wages were not paid and that the failure to pay amounted to a deduction for which there was no contractual or statutory authority on the part of the Respondent. I was also satisfied that the Claimant was dismissed by reason of redundancy and entitled to a redundancy payment. He was 56 years at the date of dismissal and had been employed for four complete years. The appropriate calculation was $£558 \times 1.5 \times 4$. I was also satisfied that he was entitled to notice and that no notice of dismissal and that was given. I was therefore able to issue a judgment under rule 21 of the ET Rules.

Employment Judge **Sweeney**

Date: 3 April 2024