



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr J Bell  
**Respondent:** Teltech Mobile Installations Limited

## AT A HEARING

**Heard at:** Leeds by CVP video conference      **On:** 3rd February 2022  
**Before:** Employment Judge Lancaster

### Representation

**Claimant:** In person, assisted by his mother Mrs L Bell  
**Respondent:** No appearance entered and did not attend

## JUDGMENT

1. The Respondent has made an unauthorised deduction from the Claimant's wages by not paying him at all for the month of August 2021, and is ordered to pay him the sum of £1703.28 gross.
2. It is also declared that the Respondent has made a series of unauthorised deductions from the Claimant's wages from 3<sup>rd</sup> August 2020 until 1<sup>st</sup> September 2021 and is liable to pay additional compensation for the further amounts by which monies actually received are less than the sums properly payable in the period up to the end of July 2021.
3. The determination of remedy in respect of the further sums due is adjourned pending confirmation in writing from the Claimant of how much is still outstanding after deducting from the gross salary owed from August 2002 to July 2021, tax or national insurance due, employee's pension contributions due, child maintenance due and sums actually paid into his bank account. Final Judgement will then be issued in due course, either on the papers or after a further hearing if necessary.
4. It is declared that any deductions made in respect of loan repayments admittedly outstanding were not, however, properly authorised, either under section 13 (2) (b) of the Employment Rights Act 1996 as the oral agreement was not ever notified to the Claimant in writing prior to the making of deductions, or under section 13 (1) (a) as he had not signified in writing his consent to their being made
5. The Respondent dismissed the Claimant without notice in breach of contract and is ordered to pay him damages in the sum equivalent to 1 week's gross wages, namely £393.06

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6. The Respondent in breach of contract failed to pay either employee pension contributions , even where purportedly deducted from wages, or employer pension contributions to the designated pension provider.
7. The Respondent is ordered to pay damages to the Claimant in a sum equivalent to the whole of the employer's contributions which ought to have been paid, namely £426.00.
8. The Respondent is ordered to pay damages to the Claimant in a sum equivalent to the employee's contributions which ought to have been paid, namely £572.80 less £47.34 for the month of August 2021 and already accounted for in the decision at paragraph 1 above, namely £525.46
9. The claim in respect of the Respondent not passing on deducted contributions for child maintenance between September 2002 and February 2021 is dismissed as the matter is already being dealt with by the relevant authority and Claimant has suffered no loss thereby.
10. The claim for accrued but untaken holiday leave in the current year, commencing 15<sup>th</sup> March 2021 on the anniversary of the commencement of employment ,is dismissed because at the date of termination the pro rata entitlement to 2.59 weeks (12.96 days) had been exceeded by the 5 bank holidays and 2 weeks' shutdown already taken as holiday.
11. It is declared on a reference under sections 11 and 12 (3) of the Employment Rights Act 1996 that the Respondent has failed to give to the Claimant pay statements as required by section 8 or 9. No further order is made under sections 12 (4) and 26 because there has been no unnotified deduction in the 13 weeks up to presentation of the claim and such further recovery is prohibited in any event.
12. At the time the claim was presented the Respondent was in breach of the requirement under Part 1 of the Employment Rights Act 1996 to provide a written statement of the particulars of employment and is ordered to pay an additional award of compensation to the Claimant, under section 38 of the Employment Act 2002 in the sum of 2 weeks' wages, namely £786.12

EMPLOYMENT JU DGE LANCASTER

DATE 3<sup>rd</sup> February 2022