



EMPLOYMENT TRIBUNALS

Claimant: Ms S Heron

Respondent: Manchester City Lettings Limited (in creditors voluntary liquidation)

Heard at: Liverpool (CVP)

On: 24 September 2024

Before: Employment Judge Ainscough

Representation

Claimant: in person

Respondents: not in attendance

JUDGMENT

1. The claim of unfair dismissal in accordance with section 111 of the Employment Rights Act 1996 is successful.
2. The claimant worked for the respondent from 3 May 2016 until 18 March 2023 which equates to 6 complete years. The claimant was born on 21 December 1986. The claimant's gross weekly pay was £769.23. The gross weekly pay limit applicable to the calculation of the basic award for claims made between 6 April 2023 to 5 April 2024 was £643. The respondent is ordered to pay the claimant compensation for the basic award of **£3858**.
3. The claimant's net weekly pay was £621.53. The claimant was unemployed from 18 March 2023 until 1 June 2023, for a period of 11 weeks. The claimant received income of £2031.55 during this period. The claimant's loss for this period is £4805.28.
4. The claimant's net monthly pay was £2489. The claimant's net monthly income in her new employment is £1600. The claimant's net monthly loss is £889. The claimant has had a net monthly loss between 1 June 2023 and 24 September 2024 which equates to 16 months. The claimant's loss for this period is £14,224.
5. The respondent is also ordered to pay the claimant **£19029.28** for the compensatory award.

6. The claim for breach of contract is successful.
7. The claimant's gross weekly pay was £769.23. The claimant worked for the respondent for 6 complete years and therefore, in accordance with section 86 of the Employment Rights Act 1996 was entitled to payment during her notice period for 6 weeks. The respondent is ordered to pay the claimant **£4615.38**.
8. The claim for compensation related to entitlement to leave on termination of employment in accordance with regulation 30 of the Working Time Regulations 1998 is successful.
9. The respondent's annual leave year ran from January until December each year. The claimant was entitled to 28 days annual leave each year. By 18 March 2023, the claimant had accrued 21% of her annual leave entitlement which equates to 6 days. The claimant's gross daily rate of pay was £153.85. The respondent is ordered to pay the claimant **£923.08**.
10. The Employment Protection (Recoupment of Benefit) Regulations 1996 apply to this award. The claimant received benefits from the Department of Work and Pensions during the period from 18 March 2023 until the date of this hearing (the prescribed period) and 1996 Regulations provide for recoupment of those benefits, calculated as the prescribed element, from any Tribunal award for unfair dismissal. The respondent must withhold the prescribed element in order for the recoupment exercise to take place.
11. The prescribed element for the prescribed period is £19,029.28 attributable to 18 March 2023 – 24 September 2024.
12. The total award is £28,425.74. The balance to be paid by the respondent to the claimant, pending recoupment of benefit, is **£9396.46**. The respondent must pay any balance of the prescribed element to the claimant after recoupment of benefits.

Employment Judge Ainscough
Date 30 September 2024

JUDGMENT SENT TO THE PARTIES ON
1 October 2024

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.

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2406811/2023**

Name of case: **Ms S Heron** v **Manchester City Lettings Limited (in creditors voluntary liquidation)**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day, the calculation day, and the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 1 October 2024

the calculation day in this case is: 2 October 2024

the stipulated rate of interest is: **8% per annum**.

Mr S Artingstall
For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:
www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.

**ANNEX TO THE JUDGMENT
(MONETARY AWARDS)**

Recoupment of Benefits

The following particulars are given pursuant to the Employment Protection (Recoupment of Benefits) Regulations 1996, SI 1996 No 2349.

The Tribunal has awarded compensation to the claimant, but not all of it should be paid immediately. This is because the Secretary of State has the right to recover (recoup) any jobseeker's allowance, income-related employment and support allowance, universal credit or income support paid to the claimant after dismissal. This will be done by way of a Recoupment Notice, which will be sent to the respondent usually within 21 days after the Tribunal's judgment was sent to the parties.

The Tribunal's judgment states: (a) the total monetary award made to the claimant; (b) an amount called the prescribed element, if any; (c) the dates of the period to which the prescribed element is attributable; and (d) the amount, if any, by which the monetary award exceeds the prescribed element. Only the prescribed element is affected by the Recoupment Notice and that part of the Tribunal's award should not be paid until the Recoupment Notice has been received.

The difference between the monetary award and the prescribed element is payable by the respondent to the claimant immediately.

When the Secretary of State sends the Recoupment Notice, the respondent must pay the amount specified in the Recoupment Notice to the Secretary of State. This amount can never be more than the prescribed element of any monetary award. If the amount is less than the prescribed element, the respondent must pay the balance to the claimant. If the Secretary of State informs the respondent that it is not intended to issue a Recoupment Notice, the respondent must immediately pay the whole of the prescribed element to the claimant.

The claimant will receive a copy of the Recoupment Notice from the Secretary of State. If the claimant disputes the amount in the Recoupment Notice, the claimant must inform the Secretary of State in writing within 21 days. The Tribunal has no power to resolve such disputes, which must be resolved directly between the claimant and the Secretary of State.