



EMPLOYMENT TRIBUNALS

Claimant: Mr K Krzykawski

Respondent: Christopher Guy Interiors Limited
(in voluntary liquidation)

Heard at: Leeds **On:** 19 February 2019

Before: Employment Judge Bright (sitting alone)

Representation

Claimant: Not in attendance

Respondent: Not in attendance

REMEDY JUDGMENT

The respondent shall pay to the claimant:

1. Damages for breach of contract in respect of notice of £784.00
2. Compensation for unfair dismissal of £6,186.85.

Calculations are shown below.

REASONS

1. The respondent having failed to present a response to the claim, a judgment on liability was issued on 18 January 2019 under rule 21 of the Employment Tribunal Rules of Procedure 2013 ("the Rules"). The complaints of unfair dismissal, unauthorized deductions from wages and for damages for breach of contract succeeded. As there was insufficient information on the Tribunal's file to allow for judgment to be given on remedy, the matter was listed for a remedy hearing.
2. The claimant notified the Tribunal this morning that he would not be able to attend the hearing because of work commitments and that the respondent company was insolvent. A subsequent Companies House check shows that the respondent is indeed in creditors' voluntary liquidation.

3. The claimant also provided copies of documents providing evidence to support the information regarding his losses provided by email on 26 November 2018. I therefore consider that I have sufficient information before me to be able to calculate the claimant's losses for the purposes of a judgment on remedy.
4. The claimant's statement of main terms of employment shows that he was entitled to one week of notice for each full year of continuous employment. The date the claimant started his employment with the respondent was 25 July 2016 and he says his effective date of termination was 27 July 2018. He therefore had two years' continuous service and was entitled to two weeks' notice. It is apparent from his dismissal letter that he did not receive any notice or payment in lieu of notice. I therefore calculate that he is entitled to damages for breach of contract of $2 \times \text{£}392.00$ (his gross weekly pay) = $\text{£}784.00$.
5. The claimant was aged 50 at the time of his dismissal. His basic award for unfair dismissal is therefore calculated based on his 2 years' continuous service $\times 1.5 \times \text{£}392$ (gross weekly pay) = $\text{£}1,176.00$
6. For the compensatory award for unfair dismissal, the claimant obtained temporary replacement employment for 13 weeks from the date of his dismissal, earning $\text{£}296.00$ net per week. For the duration of the 13 weeks his losses were therefore $13 \times \text{£}327$ (old net weekly pay) less $13 \times \text{£}296.00$ (new net weekly pay) = $\text{£}403.00$.
7. The claimant expects his further losses to amount to $12 \text{ weeks} \times \text{£}327$ (old net weekly pay) = $\text{£}3,924.00$.
8. The claimant does not expect to be able to replace the respondent's pension contributions for 15 months and tells me the respondent's pension contribution was $\text{£}5.49$ per week. His pension loss is therefore $65 \text{ weeks} \times \text{£}5.49$ per week = $\text{£}356.85$.
9. I have awarded the claimant one week's net pay in respect of loss of statutory rights ($\text{£}327.00$).

Employment Judge Bright

Dated: 19 February 2019