



EMPLOYMENT TRIBUNALS

Claimant: Alison Lees

Respondent: PMG (101) Ltd

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The Complaint in respect of unlawful deduction of wages under section 23 Employment Rights Act 1996 is well-founded and succeeds. The Respondent is ordered to pay to the Claimant the gross sum of **£1,960**.

REASONS

1. On **26 June 2022**, the Claimant presented a Claim Form to the Tribunal in which she brought a complaint for failure to pay wages (sick pay).
2. The proceedings were first served on the Respondent on **12 July 2022**, at an address given by the Claimant in the ET1. The date for service of a response was given as **09 August 2022** and a hearing was listed for **07 September 2022**. No response was returned by the Respondent. However, on **10 August 2022**, noting that the ET1 had not been served on the Respondent's registered address, I proposed reserving it on that address. The Claimant agreed. Accordingly, the Claim Form was reserved on the registered office, with a new response date of **14 September 2022**. However, no response was served by that date.
3. Under rule 21 of the Tribunal Rules of Procedure 2013, where on the expiry of the time limit in rule 16 a response has been rejected 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.

4. In her Claim Form, the Claimant set out the background to her claim. She worked 24 hours a week, prior to taking sick-leave in January 2022. Despite attempts to contact the respondent, she has not been paid since 01 February
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2022. She has claimed that she was entitled to sick pay as follows: 9 weeks at the rate of £96.35 and 11 weeks at £99.35, making a total of £1,960.

5. In the absence of any validly presented response from the Respondent, I was satisfied that I had sufficient information to enable me to conclude that wages of £1,960 was payable to the Claimant in respect of a continuous period of sick leave over a period of 20 weeks and in respect of which she was entitled to payment. The amounts were properly payable to her each week and the deficiency must be regarded as a deduction. There was no contractual authority or written consent from the Claimant justifying any deduction. Therefore, it was appropriate for a judgment to be issued to that effect.

Employment Judge **Sweeney**

Date: 21 September 2022