



EMPLOYMENT TRIBUNALS

Claimant: Mr Kieran Hart
Respondent: Abee Asbestos Removal Limited
Heard at: East London Hearing Centre (via Telephone)
On: 10 November 2022
Before: Employment Judge John Crosfill

Representation

Claimant: In person
Respondent: Through Mr A Hager, a Director

JUDGMENT

UPON hearing evidence from the Claimant and upon the Respondent admitting the claims but having refused payment on the basis of impecuniosity

1. The Claimant's claim for a redundancy payment pursuant to Section 163 of the Employment Rights Act 1996 is well founded.
2. The Claimant's employment commenced on 04 June 2018 and ended summarily on 27 June 2022. That is 3 years of continuous employment. During this time the Claimant was over the age of 22 and under the age of 41. His weekly gross pay was £986.00. The relevant statutory cap applies which is £571.00.
3. The Claimant is entitled to a redundancy payment of 3 (years of employment) x 1 (the age factor) x £571 (the capped gross weekly wage) = **£1,713.00**
4. The Claimant's claim for notice pay brought under the Employment Tribunals (Extension of jurisdiction) Order 1994 succeeds.
5. The Claimant was entitled to 3 weeks' notice. He was not given any notice or pay in lieu of notice. He has suffered loss and damage equal to 3 weeks gross pay that is 3 x £986.00 = **£2,958.00**

6. The Claimant's claim for accrued but untaken holiday brought pursuant to regulations 14 and 30 of the Working Time Regulations 1998 is well founded. The Claimant had accrued but had not taken 8 days of annual leave = 1.6 weeks. $1.6 \times £986 = \underline{\underline{£1,577.60}}$

7. The Respondent is ordered to pay the Claimant the sums of £1,713.00 and £2,958.00 and £1,577.60 being a total of £6,248.60

Employment Judge Crosfill
Date: 10 November 2022