

THE INDUSTRIAL TRIBUNALS

CASE REF: 12502/18

CLAIMANT: Carlos Alberto Saldarriaga Bedoya

RESPONDENT: Crazy Horse Belfast Ltd

DECISION

The decision of the tribunal is that the claimant is entitled to the following sums:

(i)	For arrears of pay	£313.31
(ii)	For notice pay	£294.42
(iii)	For holiday pay	£235.54
(iv)	For failure to provide a written statement of main terms of employment	£1,177.68

CONSTITUTION OF TRIBUNAL

Employment Judge (Sitting Alone): Mrs Ó Murray

APPEARANCES:

The claimant was represented by Ms Coulter of the Law Centre.

The respondent was not represented and had not entered a response.

Interpreter: Mr Stephan

REASONS

1. The claimant was employed by the respondent from 2 April 2018 until 31 May 2018 as a Kitchen Porter. On 30 May 2018 the business closed without notice and the claimant's employment was therefore terminated at that point. Whilst the claim form states that the termination was on 31 May 2018, the claimant was not sure about the date the business closed and the evidence from his colleagues had been that it closed without notice on 30 May 2018. For this reason I find as a fact that the business closed on 30 May 2018.
2. The claimant presented payslips and from those payslips the average net weekly pay over the period of his employment was £294.42. This gives a daily rate of £58.88.

3. At the date of termination the claimant was due 4 days' holiday pay. I therefore award the sum of £235.52 in that regard
4. The claimant received a payslip for the fortnight ending 3 June 2018 and that remained unpaid. I therefore award the sum of £313.31 for arrears of pay.
5. The claimant did not receive a contract or written terms and conditions of employment. He is therefore entitled to one weeks' notice under the Employment Rights (Northern Ireland) Order 1996 (as amended). I therefore award the sum of £294.42 in respect of notice pay.
6. I explained that the claimant is entitled to enforce the award contained in this decision and if he wishes to do so should seek advice from one or more of the following sources: a Solicitor, a Citizen's Advice Bureau, a Law Centre, a trade union.
7. I explained that if the company becomes insolvent it will be open to the claimant to apply to the fund administered by the Redundancy Payments Service (RPS) for sums in relation to arrears of pay and notice to be paid out to him. As more than one year has elapsed since the termination of his employment and the company did not become insolvent within that year, RPS may not be in a position to pay any sum in arrears of holiday pay even if the company at a later stage becomes insolvent.
8. The claimant claimed compensation for failure to provide written terms and conditions of employment under Article 33 of ERO. The claimant claims four weeks' pay. I award four weeks' pay in the sum of £1,177.68 in relation to failure to provide written terms and conditions of employment.
9. This is a relevant decision for the purposes of the Industrial Tribunals (Interest) Order (Northern Ireland) 1990.

Employment Judge:

Date and place of hearing: 19 November 2019, Belfast.

Date decision recorded in register and issued to parties: