

REASONS

1. In this case the claimant Mr Ben Stratford has presented claims for unfair dismissal and for breach of contract in respect of his notice. The respondent failed to enter a response to the claim and was informed by the Tribunal office that it could no longer contest this claim. This is the judgment following hearing to determine the appropriate remedy.
2. The respondent had earlier suggested that it might wish to seek reconsideration of the decision that it could no longer contest these claims, but that application has only been received this morning. The claimant opposes that late application and needs time to take advice, so I decided to list that contested application for hearing, but to conclude the listed remedy hearing this morning in any event. Ms C Day of the respondent's HR department attended today, and I allowed her to take part in matters pertaining to the potential remedy only, in accordance with Rule 21(3).
3. This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was by Cloud Video Platform. A face-to-face hearing was not held because all issues could be determined in a remote hearing. The documents that I was referred to are in a bundle of 35 indexed documents, the contents of which I have recorded. The order made is described at the end of these reasons.
4. I have heard from the claimant, and I have heard from Ms C Day on behalf of the respondent. I found the following facts proven on the balance of probabilities after considering the whole of the evidence, both oral and documentary, and after listening to the factual and legal submissions made by and on behalf of the respective parties.
5. The claimant Mr Ben Stratford was born on 4 November 1994. He commenced employment with the respondent on 1 September 2019. He was employed as a Service Delivery Manager. He was dismissed summarily for alleged misconduct on 10 December 2021. He was contractually entitled to three months' notice.
6. The claimant succeeds in his claims for unfair dismissal and for breach of contract (wrongful dismissal) in respect of his three months' notice.
7. The claimant earned £50,000 per annum with the respondent together with pension contributions of 4% of his gross salary. His net monthly taken pay was £2,976.00 per month, which equates to £785.76 per week, and the pension contributions were worth £31.43 per week. His net weekly pay with the respondent was therefore worth £817.19.
8. The claimant did not claim any benefits, and he was able to mitigate his loss and find alternative employment with effect from 17 February 2022 some 10 weeks after his dismissal. This was at a lower rate of £40,000 per annum gross. His net loss between his dismissal and the commencement of his alternative employment was 10 weeks at £817.19 per week, or £8,171.90.
9. The claimant's net weekly take-home pay with his new employer was £593.84, which is a weekly differential (as compared with his previous taken pay from the respondent) of £223.35 per week. 24 weeks have elapsed from the commencement of the claimant's new employment to the date of this hearing. The claimant has therefore lost the total sum of £5,360.40 in lost earnings between the commencement of his new employment and this hearing (24 x £223.35). His total loss between dismissal and this hearing is therefore £13,532.30 (£8,171.90 + £5,360.40).
10. The claimant does not seek reinstatement or re-engagement, but he does seek compensation for unfair dismissal. I award compensation for unfair dismissal calculated as follows.
11. The basic award is £1,088.00. The claimant's gross weekly pay is limited to the statutory cap of £544.00 per week and he was employed for two years and was aged 27 at dismissal. (Two weeks' pay at £544.00 is £1,088.00).
12. The compensatory award is calculated as follows. In the first instance the claimant claims £500.00 for loss of statutory rights which I award. Secondly, the claimant's net loss between dismissal and the date of this hearing is £13,532.30, and I award that amount. Thirdly, I also award ongoing future loss. The claimant sought compensation for a period of two years from the date of this hearing on the basis that he may lack experience to obtain

- an alternative job at the same level of remuneration which he enjoyed from the respondent. In my judgment that period is too speculative, and I decided to limit future loss to a period of 26 weeks during which time in my judgment the claimant should have reached a position to have fully mitigated the ongoing loss. This is a further award of £5,807.10 (26 x £223.35).
13. The total compensatory award is therefore £19,839.40 (£500 + £13,532.30 + £5,807.10).
 14. Total compensation for unfair dismissal (consisting of the basic award and the compensatory award) is therefore £20,927.40 (£1,088.00 + £19,839.40) and I consider it to be just and equitable to award that amount of compensation.
 15. The Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 ("the Recoupment Regulations") do not apply in this case.
 16. Although the claimant succeeds in his claim for breach of contract in respect of his lost notice pay, the three months of his notice pay have already been compensated for in the above award for unfair dismissal, and I decline to make any further award this respect because that loss has already been recovered.

Employment Judge N J Roper
Date: 5 August 2022

Judgment and Reasons sent to Parties on
16 August 2022 by Miss J Hopes

FOR THE TRIBUNAL OFFICE