



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Ms Fernanda Keller

v

Ms Ruby Audi

Heard at: London Central

On: 6 April 2023

Before: Employment Judge Hodgson

Rule 21 Employment Tribunals Rules of Procedure 2013 consideration

JUDGMENT

The judgment of the tribunal as follows:

- 1. The respondent shall pay the claimant wages in the sum of £324.**
- 2. The respondent shall pay the claimant's damages for breach of contract in the sum of £31.91.**

REASONS

1. EJ Hodgson notes that the respondent has failed to file a response within the time limit permitted by rule 16 Employment Tribunals Rules of Procedure 2013. He has considered, pursuant to rule 21, using the material available, and the further information provided by the claimant, the case may be properly determined.
2. The claimant alleges she was employed for two weeks by Ms Ruby Audi to provide cover for respondent the respondent's nanny, Valéria.
3. The claimant worked for three days. She was due to earn £540 gross, each week, but received no payment. This appears to be a claim of unlawful deduction from wages to which no defence has been raised. The agreement appears to be evidence by WhatsApp messages.

4. The claimant alleges that she should be entitled to 2 weeks' pay. However, the WhatsApp messages she has provided in support confirm that after three days, the claimant stopped working. She stated, "I'm not coming tomorrow because I don't feel I'm capable to look after three kids following the task as you want me to do." It is clear this is a resignation. The claimant is entitled to 3 days' pay which on a pro rata basis at £540 pounds per week is £324. I award the claimant £324 as unlawful deduction from wages.
5. In addition, the claimant incurred expenses looking after the child. Expenses are not recoverable as unlawful deduction from wages. However, the agreement made was a contract and the payment was either outstanding or arose on termination of employment. Expenses are recoverable as a breach of contract. I find that the claimant may recover the total expenses claimed in the sum of £31.91 as damages for breach of contract.
6. The claimant will recover in total £324 for the days worked, as unlawful deduction from wages and £31.91 expenses as damages for breach of contract.

Employment Judge Hodgson

Dated: 6 April 2023

Sent to the parties on:

06/04/2023

For the Tribunal Office