



EMPLOYMENT TRIBUNALS

Claimant: Miss K Liberdova

Respondents: (1) RSB Couriers Limited
(2) Mr Raul Sebastian Balan

Heard at: East London Hearing Centre (by Cloud Video Platform)

On: 23 and 24 April 2024

Before: Employment Judge S Iman

Representation

For the Claimant Mr Hallstrom, (Free Representation Unit)

For the Respondents: Neither present nor represented

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21.

1. The claim was issued in the East London Employment Tribunals on 15 November 2023. The First and Second Respondent failed to present a valid response on time.
2. The matter was listed for a final hearing on 23 and 24 April 2024. The First and Second Respondent did not attend. The Judge decided that a determination can properly be made of the claim, or part of it, in accordance with rule 21 of the Rules of Procedure.
3. A “relevant transfer” from RSB Couriers Limited (The First Respondent) to Mr Raul Sebastian Balan (The Second Respondent) in accordance with The Transfer of Undertakings (Protection of Employment) Regulations 2006 occurred on the 21 February 2023.
4. The claimant’s complaint of unauthorised deductions from wages is well-founded.
5. The Second Respondent made an unauthorised deduction from the Claimant's wages in the period 03 April 2023 – 20 August 2023, namely:

- a) Failed to pay the National Minimum Wage to the sum of £441
 - b) Failed to pay wages for the period *26 June 2023-23 July 2023* and *24 July 2023 to 20 August 2023* to the sum of £1750 (Gross) (£4200 less £2450 paid to Claimant).
6. The Second Respondent shall pay the Claimant (£1750 +£441) **£2191**. The Second Respondent is responsible for deducting and paying any tax or National Insurance at source in respect of 2(b).
7. The Second Respondent was in breach of contract (by Article 4 of The Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994) by:
- a) Failing to repay monies owed to the Claimant by virtue of loan agreements to the value of £4000;
 - b) Failing to pay a delivery fee owed to the Claimant to the value of £240.
8. The Second Respondent shall pay the Claimant (£4000 +240) **£4240** in respect of breach of contract.
9. The Second Respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the compensatory award payable to the claimant by 25% in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992.
10. The Respondent is therefore ordered to pay the claimant the total sum of **£8038.75** which consists of £2191 unauthorised deduction of wages + £4240 breach of contract + £1607.75 (25% ACAS uplift).
11. Having considered the application further, the Claimants application to stay proceedings in respect of the Tax and National Insurance contributions owed to His Majesty's Revenue and Customs is refused. The Tribunal does not have jurisdiction in respect of any contributions owed.

Employment Judge S Iman

Date: 20 May 2024