

BETWEEN:

DILAN HERNANDEZ

Claimant

-AND-

(1) TRIPLE A BUILDING SERVICES LIMITED

(2) BARBARA ANDERSON

Respondents

RULE 21 JUDGMENT

The Claimant was employed by the Respondent as an assistant plumber from 30 July 2018 until 18 January 2026 when he was dismissed without notice or pay in lieu of notice.

The Claimant filed a Claim Form on 16 June 2026 making claims for a redundancy payment, arrears of pay, arrears of notice pay, arrears of holiday pay and a claim for “wages paid below the minimum wage”. The Claimant did not tick the box for an unfair dismissal claim in Section 6.1 of the Claim Form. The Claimant answered ‘Yes’ to the Section 6.2 Claim Form question as to whether he was including a claim for breach of employment contract.

The Claim Form was not submitted within the requisite period of 3 months beginning with the effective date of termination of the contract giving rise to the claim (Article 6 of the Employment Tribunal (Extension of Jurisdiction) Order 2016). In his Claim Form, the Claimant explained that the Respondent had not filed his ETB Termination Form at the time of his termination; and he attached the Form which was date stamped 4 March 2026. In these circumstances, and in the absence of any representations from the Respondents, I was satisfied that it was not reasonably practicable for the Claim to be presented in time and the Claim was accepted.

Pursuant to Rule 13 of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**), after an unsuccessful attempt by the Tribunal to serve by email, the accepted Claim was served on the Respondents together with the prescribed Response Form on 9 July 2026 by email and by post to Respondent (1)'s registered office and to Respondent (2)'s residential address.

Neither Respondent has presented a Response within 21 days of 9 July 2026 or at all, nor made an Application for an extension of time for presenting the Response.

Pursuant to Rule 21, **I FIND THAT** on the available material (the Claim Form, together with the attached copy ETB Termination Form), I am able to determine the Claim as follows:-

1. The Tribunal has no jurisdiction to hear the Claimant’s claims, for unfair dismissal and breach of employment contract, against “Barbara Anderson”, whom the Claimant named as Respondent (2), since these claims can only be brought

against a claimant's employer, in this case, Respondent (1). The Claimant's claims against Respondent (2) therefore do not succeed.

2. The Tribunal has no jurisdiction to hear the Claimant's claim for minimum wage defaults and this claim does not succeed.
3. However, for the purposes of this Judgment, I shall calculate the Claimant's weekly gross pay at termination by reference to the applicable weekly minimum wage, namely, £370.50. In the absence of any information being provided by the Claimant, I have estimated his weekly net pay to be £325.00.
4. The Claimant's claim for breach of employment contract under the Employment Tribunal (Extension Of Jurisdiction) Order 2016 is well-founded and succeeds.
5. The Claimant is entitled to payment for pay arrears of £3,542.40 gross, as stated in the Claimant's ETB Termination Form, which I have calculated amounts to **£3,111.57** net.
6. The Claimant is entitled to payment for his 4 weeks' statutory notice entitlement, amounting to **£1,300.00**.
7. The Claimant is not entitled to a payment for arrears of holiday pay because, as stated in the Claimant's ETB Termination Form, outstanding annual leave was paid on 30 January 2026.
8. Despite the Claimant not having stated in the Claim Form that he was making an unfair dismissal claim, I find that this was due to the Claimant, a litigant in person, not understanding that the Tribunal does not have jurisdiction to hear claims solely for redundancy pay under the Employment Tribunal (Extension Of Jurisdiction) Order 2016.
9. I find that there is made out on the facts available a substantiated unfair dismissal (by reason of redundancy) claim because the Respondent did not follow a reasonable redundancy (or any) dismissal procedure and thus acted unreasonably in its dismissal of the Claimant.
10. Under Regulation 2 of the Employment Tribunal (Calculation of Compensation) Regulations 2016 (**the Regulations**), the Claimant's length of service and age produce an Unfair Dismissal Basic Award of **£7,780.50** (7 X 3 X £370.50).
11. The Unfair Dismissal Compensatory Award under Regulation 3 of the Regulations includes:
 - (i) The Claimant's loss of earnings from the date of dismissal to the date on which he commenced new employment, 14 April 2026. As there was no contractual right for the Respondent to make a payment in lieu of notice, the effective date of termination is extended by the statutory notice period (4 weeks). The Claimant obtained new employment 8 weeks thereafter and his loss of earnings for the period is calculated at **£2,600.00** (8 X £325.00).

- (ii) The claimant's statutory redundancy pay entitlement: £11,115.00 (30 weeks' gross pay). Under Regulation 3(3), the Tribunal may include in the Compensatory Award only the redundancy pay-related excess over the Basic Award, in this case, **£3,334.50** (£11,115.00-£7,780.50).

12. The Unfair Dismissal Compensatory Award is therefore **£5,934.50**.

THE CLAIMANT IS THEREFORE HEREBY AWARDED AND RESPONDENT (1) IS HEREBY ORDERED TO PAY TO THE CLAIMANT, within 21 days of the date of this Judgment (under Rule 56), the sum of **£18,126.57**, calculated as follows:

- (a) pay arrears: £3,111.57;
- (b) notice pay: £1,300.00;
- (c) Unfair Dismissal Basic Award: £7,780.50; and
- (d) Unfair Dismissal Compensatory Award: £5,934.50.

The Respondent shall be entitled to notice of Hearings and Decisions of the Tribunal but, unless and until an extension of time is granted, shall only be entitled to participate in any Hearing to the extent permitted by the Chairperson.

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan

Date: 13 August 2026