IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2016] SGHC 255

Tribunal Appeal No 6 of 2016

In the Matter of Section 115 and 117 of the Employment Act (Cap 91)

And

In the Matter of MOM Case No 2015014027E-001/A201514034G-001

Between

1. Asnah @ Lee Li Zhen
2. Chua Guan Soon

All trading in the style of Beauty Hair

… *Applicants*

And

Jin Ting

… *Respondent*

JUDGMENT

[Employment Law] — [Pay] — [Recovery]

Asnah and another (trading as Beauty Hair) v Jin Ting

[2016] SGHC 255

High Court — Tribunal Appeal No 6 of 2016
Choo Han Teck J
7 October 2016

17 November 2016 Judgment reserved.

Choo Han Teck J:

1 This judgment concerns the applicants' appeal against the decision of the Assistant Commissioner for Labour ('the ACL') awarding $5,212.59 of unpaid salary to the respondent. The first and second applicants ("the applicants") are partners of a beauty salon located in Clementi known as 'Beauty Hair' ("the salon"). The respondent is a Chinese national who came to Singapore under an S-Pass to work as a beautician in the salon. It is not disputed that the respondent's monthly salary was $2,600. The respondent worked for the applicants between August 2015 and November 2015 before her services were terminated because the first applicant found her to be an unsatisfactory employee. There are disputes over the respondent's start and end dates with the salon.

2 On 14 November 2015, the applicants terminated the respondent's S-Pass. On 16 December 2015, the respondent and her employment agency, CS International Employment Service Pte Ltd, signed an agreement known as a Refund Agreement ("the Refund Agreement"). On 30 December 2015, about a month after her termination, the respondent complained to the Ministry of Manpower ('MOM') that she had not been paid her salary from 19 August 2015 to 13 November 2015.

3 Pursuant to s 120 of the Employment Act (Cap 91, 2009 Rev Ed), the parties appeared in person before the ACL. The hearing before the ACL lasted four days but the first applicant was unable to attend the second, third and fourth day of hearings due to her pregnancy. She indicated this at the end of the first day of hearings before the ACL. With the first applicant's consent, the second applicant conducted the proceedings in her absence.

4 Before the ACL, the respondent claimed to have started work at the salon on 19 August 2015 and that her last day of work was 13 November 2015. The respondent claimed to have only received $876.30 from the applicants in October 2015 and sought to recover the rest of her unpaid salary for the duration she worked for the salon.

5 In response, the applicants averred that the respondent's claim was baseless and unsupported by any evidence. The applicants disagreed that the respondent started work from 19 August 2015. They claimed that the respondent only started work at the salon from 29 August 2015 after undergoing a period of training at the salon. Secondly, the applicants claimed that they had paid the respondent's salary up to October 2015 and that only salary for November 2015 was left outstanding. The applicants alleged that

they paid the respondent her salary in cash and that the respondent had signed a payment voucher each time she was paid. These payment vouchers were produced at the hearing before the ACL and it was not disputed that the respondent's signatures on the payment vouchers were authentic. In response, the respondent's averred that she was made to pre-sign the payment vouchers for salary that she had not received and that she did not understand the contents of as the payment vouchers were in English. The details contained within the payment vouchers are summarised in the table below:

Date of voucher	**Description on payment voucher**	**Amount**
29 August 2015	"Salary for 3 day" (sic)	$259.00
30 September 2015	"Salary for 1 moNth" (sic)	$2,600.00
29 October 2015	"01-October to 29 – 2015 1 month salary"(sic)	$2,600.00
31 October 2015	"30 OCTOBER to 31-2015 2 Day only" (sic)	$167.74

6 Thirdly, the applicants claimed that the respondent had taken loans amounting to $450 from the applicants over the period of her employment. Some of these loans were recorded in the salon's record book which also recorded the salon's daily happenings. The respondent only admitted to borrowing $100 from the applicants that she claimed had been repaid.

7 On 18 May 2016, the ACL allowed the respondent's claim and made an order for the applicants to pay the respondent the sum of $5,212.59 being her salary outstanding less the loan owed by the respondent. The ACL found that the commencement date of the respondent's employment with the applicants was 29 August 2015. Although the ACL doubted some parts of the evidence, she found that the respondent started work on 29 August 2015 on

the basis of the Refund Agreement between the respondent and her employment agent that stated:

> I, JIN TING, … was officially employed by BEAUTY HAIR on *29/08/2015*…
>
> [emphasis added]

8 In relation to the end date of the respondent's employment, the ACL found that the respondent's last day of employment at the salon was 13 November 2015, *ie*, the day the respondent showed up at work but was asked to leave the work premises. Moreover, the ACL observed that despite the disagreements between the first applicant and the respondent prior to 13 November 2015, the respondent had still been recognised as an employee of the salon up until 12 November 2015 on the salon's record book which recorded the respondent's rest day on 12 November 2015.

9 The ACL found that save for $876.30 the respondent's salary was not paid. The $876.30 was received by the respondent in October 2015. With regard to the payment vouchers produced by the applicants, the ACL held in her Notes of Evidence/Grounds of Decision (NE/GD) from pages 99 to 102 that:

> I had a lot of difficulty making sense of the vouchers and regrettably the [applicants] were of no help.
>
> …
>
> The [applicants] had relied on the vouchers to show that salary has been paid. Yet, they were unable to provide explanations for the many questions that I and the [respondent] raised about the vouchers…
>
> …
>
> Given the perplexities that surrounded the vouchers I am unable to rely on the vouchers as proof of payment. Further

> even if I should do so, how could I accept the arbitrary figures written on them…

Accordingly, the ACL found that the payment vouchers could not be relied upon as proof of payment and found in favour of the respondent claim that her salary had not been paid.

10 The ACL recognised that the respondent borrowed $400 from the applicants. The ACL arrived at this amount based on entries found on the salon's record book:

Date	Entry in record book
14 September 2015	"ting borrow $100 by cash frm Nicole hand" (sic)
28 September 2015	"ting borrow $300/= by cash urgent need to pay Rental"

The ACL also found that the respondent had returned $100 to the applicants.

11 In calculating the salary due to the respondent, the ACL excluded the two days in November 2015 where the respondent was absent from work without reason as recorded on the salon's record book. The ACL applied the formula prescribed in s 20A of the Employment Act and took into consideration the $300 loan outstanding to the applicants in accordance with s 27(1)(f) of the Employment Act. The ACL applied the following calculations in reaching her eventual award to the respondent at page 127 of the NE/GD:

> Salary payable
>
> - for 29 – 31 August 2015 ($2600/27) * 3 days S$288.89
> - for 1 – 30 September 2015 S$2,600.00
> - for 1 – 31 October 2015 S$2,600.00

	less: salary received	(S$876.30)	S$1,723.70
-	for 1 – 13 November 2015 ($2600/26) * 9 days		S$900
	TOTAL AMOUNT OF SALARY PAYABLE		S$5,512.59
	Less: Amount of loan not yet repaid		(S$300.00)
	AMOUNT PAYABLE TO CLAIMANT		**S$5,212.59**

12 After the ACL rendered her decision, the applicants obtained a stay and filed the present appeal. On appeal, Mr Kang Kim Yang ("Mr Kang"), counsel for the applicants, submits that:

(a) First, the ACL in her conduct of proceedings breached the rules of natural justice and denied the applicants of a fair hearing;

(b) Secondly, the ACL's finding that salary had been unpaid was against the weight of evidence; and

(c) Thirdly and in any event, the ACL had miscalculated the amount of salary owed to the respondent.

13 In response, Mr Lim Yong ("Mr Lim"), counsel for the respondent argues that:

(a) First, there had been no breach of natural justice as the ACL had afforded the applicants the opportunity to present their case;

(b) Secondly, the ACL had not misdirected herself in regard to the evidence before her; and

(c) Thirdly, the ACL had calculated correctly the amount of salary owed.

Whether the ACL conducted the proceedings in a manner that breached natural justice

14 Mr Kang argues that the ACL's failure to adjourn the hearing after the first applicant indicated that she would not be able to attend the second, third and fourth day of the hearings due to her pregnancy was a breach of natural justice. Mr Kang argues that this is so because the first applicant was the main partner managing the salon and the ACL's failure to adjourn denied her the opportunity to conduct her own case, give full evidence or answer allegations that were within her knowledge, particularly in relation to the payment vouchers which were prepared by her. The applicants further claim that the ACL's failure to recall the first applicant also contributed to the breach of natural justice.

15 In response, Mr Lim submits that there was no breach of natural justice. First, Mr Lim argues that the first applicant attended the first day of the hearings and had the opportunity to explain her defence and the payment vouchers that were prepared by her. Secondly, Mr Lim submits that the first applicant had not at any point during the hearings requested for an adjournment but instead informed the ACL that the second applicant, who was also a partner of Beauty Hair, would be taking over the conduct of the case in her absence. It was also recorded on the NE/GD that the second applicant at the hearing of 24 March 2016 informed the ACL that he was in the position to represent the applicants and was able to get instructions from the first applicant if necessary. There is no record on the NE/GD of the second applicant asking for an adjournment.

16 In response, Mr Kang argues that the ACL should have adjourned the hearings until after the first applicant's confinement to ensure a fair hearing. This is because it was apparent that the second applicant was not in the position to conduct the case on behalf of the first applicant since he was not involved in the operations of the salon. The applicants also allege that the second applicant had made an adjournment request to the ACL but that this was not recorded on the NE/GD. In that respect, the applicants raise doubts over the completeness of the contents of the NE/GD recording the first applicant's intention for the second applicant to take over the proceedings. Mr Kang's written submissions at paragraph 12 state that:

> …As to the ACL's recording in the Notes of Evidence that the 2nd Applicant informed her he could take over the case henceforth, since no audio transcription was available and the notes of evidence was taken by hand, the best explanation was that the ACL had regarded the adjournment request as administrative in nature and had only recorded the final understanding that the 2nd Applicant had acquiesced to proceeding with the hearing himself.

17 The Employment Act grants a wide discretion to the ACL in the conduct of proceedings commenced under Part XV of the Employment Act. Section 119(2) of the Employment Act states:

> (2) In hearing claims or conducting proceedings under this Part, the Commissioner —
>
> > (a) *shall not be bound to act in a formal manner or in accordance with the Evidence Act (Cap. 97)* but may inform himself on any matters *in such manner as he thinks just*; and
> >
> > (b) shall act according to *equity, good conscience and the merits of the case without regard to technicalities.*
> >
> > [emphasis added]

18 Notwithstanding this broad discretion, the ACL must conduct proceedings in a manner "as he thinks just" and according to "equity, good consciences and the merits of the case", and this must include complying with the rules of natural justice such as the fair hearing rule. In proceedings before the ACL under the Employment Act, the ACL is not required to conduct proceedings under the Employment Act in the manner of a trial before a court but must conduct proceedings in a manner that affords the parties a fair hearing. This entails ensuring that:

(a) The party is aware of the case that he/she has to meet and the allegations against him/her;

(b) The party is given not only a fair opportunity to present his/her own case, but also a fair opportunity to correct or contradict the case and the allegations of the other party; and

(c) If a significant point is taken against him/her by the tribunal, he/she should have an opportunity to respond.

19 In the present case, I am of the opinion that the ACL had given the parties a fair hearing. The first applicant had notice of the respondent's claim against her. She also had the opportunity to give evidence and be cross examined on the first day of the proceedings before the ACL. Secondly and more importantly, the first applicant was represented by the second applicant at the proceedings in her absence. After the first day of proceedings, the first applicant informed the court that her baby was due by the next hearing date and stated that the second applicant would take over the proceedings. This was recorded by the ACL at page 27 of the NE/GD:

> ACL: Calling for an adjournment here. [Applicants], at the next hearing, please bring the record book that you had referred to. The [Respondent] can continue to cross-examine the [Applicants] then too.
>
> (ACL gives adjournment date, etc. [First applicant] informs that as her baby may be due by the next hearing date. [Second applicant] will be taking over. ACL noted.)

20 At the hearing on 24 March 2016, the second applicant informed the ACL that the first applicant was on maternity leave and resting. It was noted by the ACL that the second applicant said that he was in a position to represent the applicants or would be able to get instructions if necessary. This was recorded by the ACL on page 28 of the NE/GD:

> …[second applicant] informs that [first applicant] is on maternity leave and resting. He informs that he would be in the position to represent the [applicants] or is able to get instructions, where necessary…

21 When the ACL asked sometime during the proceedings on 24 March 2016 whether the respondent wished to wait for the first applicant to come back to explain the payment vouchers, the second applicant allowed the proceedings to continue without voicing any contrary views on the matter. Having elected to have the second applicant to represent her at the proceedings, the first applicant is not in a position now to complain of a breach of the fair hearing rule. This is because her interests were represented throughout the proceedings before the ACL and it was open for her to provide information and instructions to the second applicant to present at the hearing. Neither the first applicant's failure to do so nor the second applicant's failure to consult the first applicant about matters that arose in the proceedings amount to a breach of the fair hearing rule.

22 Thirdly, the first applicant had not requested the ACL for an adjournment. There was no adjournment request recorded during the proceedings on the NE/GD. The applicants are also unable to rely on the email of the first applicant to the ACL dated 21 March 2016 as a request for adjournment. The email states:

> To: Officer in-charge,
>
> This is [the first applicant]… I am writing to inform the court that I am unable to attend the court session of the case…on 24 March 2016 9.30am as I am giving birth on that day. My initial due date was on 29 March 2016 but due to my poor health condition, the date is pushed forward and scheduled on 24 March 2016 on caesarean section by the doctor.
>
> Thank you and I am sorry for the inconvenience caused.

23 In my view, the 21 March 2016 email from the first applicant merely served as one which informed the ACL of her inability to attend the hearing on 24 March 2016 because she was due to give birth. It cannot be construed as a request to the ACL to adjourn the hearing. I also find that Mr Kang's submission that the first applicant was not legally trained and did not know how to ask for an adjournment does not pass muster. Even though I accept that the first applicant was not legally trained, there is evidence which shows that she knew how to ask for an adjournment of proceedings. This is seen in an email to the ACL on 13 January 2015 where the first applicant wrote in to the MOM for a postponement of proceedings:

> Dear officer in-charge,
>
> This is [the first applicant], I am writing to request to postpone the Inquiry regarding case ref: 2015014027E. I am sorry for the late request…

24 Finally, the applicants' attempt to cast doubts over the completeness of the ACL's recording of the NE/GD for the purpose of showing that the second

applicant had made a request for an adjournment is without merits. The applicants have not provided evidence other than their bare assertion that the ACL had not recorded the request on the NE/GD because the NE/GD was taken down by hand and that the ACL only recorded the final understanding between the parties. The NE/GD recorded by the ACL was 128 pages in length. Having perused the NE/GD in the course of writing this judgment, I find that it captures many details of the exchanges between the parties during the proceedings in a coherent manner. I am therefore of the opinion that if the second applicant had indeed made a request for an adjournment, the ACL would have recorded it on the NE/GD. At the start of proceedings on the second day of the proceedings, the ACL recorded at page 28 of the NE/GD in detail the circumstances of the second applicant's appearance and representation of the applicants:

> Claimant: In person.
>
> Respondents: Represented by Chua Guan Soon ([second applicant] informs that [first applicant] is on maternity leave and resting. He informs that he would be in a position to represent the [applicants] or is able to get instructions, where necessary.)

25 In the circumstances, any request for an adjournment or to take further instructions from the first applicant would have been recorded. An example of this raised by Mr Lim was when the ACL herself asked if the respondent would like to wait for the first applicant to return before proceeding given her knowledge of the payment vouchers. The NE/GD at page 35 records:

> ACL: (To [respondent]) His partner is about to give birth and will be on maternity leave. Do you want to wait for her to come back from maternity to resume your case?
>
> [Respondent]: I need my salary and I want to ask the [second applicant] and I demand an answer. Were you the one who wrote the payment vouchers?

> [Second applicant]: No, not written by me. It was written by my partner.

26 If the second applicant had asked for an adjournment, or requested to take instructions from the first applicant, or had stated that he wanted to wait for the first applicant to return from maternity to answer the questions relating to the payment vouchers, this would have been recorded by the ACL as a part of his response. Instead, the response recorded by the ACL was simply that the payment vouchers were not written by him but by the first applicant. I therefore find that the applicants fail to prove that the ACL had omitted to record the second applicant's request for an adjournment. Accordingly, I am unable find that the ACL breached the fair hearing rule in the conduct of the proceedings in this case.

Whether the ACL erred in finding that payment was not made to the respondent

27 As an alternative ground of appeal, the applicants allege that the ACL's finding that payment was not made to the respondent is against the weight of evidence and that the ACL had misdirected herself in regard to the evidence adduced. To substantiate this, the applicants rely on the following:

(a) First, Mr Kang submits that the respondent's claim that she had not been paid her salary save for $876.30 was a bare allegation that was unsupported by any evidence. He juxtaposes this with the applicants who had produced documentary evidence of signed payment vouchers that bore the signature of the respondent. Mr Kang submits that although some of the payment vouchers contained discrepancies, the ACL erred when she favoured the respondent's evidence over the applicants'. Mr Kang argues that the ACL erred by entirely

disregarding the signed payment vouchers on the basis of the discrepancies. Mr Kang submits that the ACL further erred in finding for the respondent on the basis of her bare assertion that she had not been paid her salary beyond $876.30, a figure which according to the applicants, had not been proved by any evidence.

(b) Secondly, Mr Kang points out that the respondent had not complained to the applicants, her other colleagues, or to her employment agent that the applicants had not been paying her and that the respondent only raised the issue about a month after her employment was terminated. On the testimony given by the employment agent before the ACL, the only salary issue that was raised to him by the respondent was in relation to her salary for November 2015 and not concerning the preceding months.

(c) Thirdly, Mr Kang points out that the Refund Agreement entered between the respondent and her employment agent included a part that discharged the salon of further liability.

(d) Fourthly, Mr Kang argues that the ACL failed to consider the inconsistencies within the respondent's testimony before the ACL in relation to the payment vouchers. In particular, Mr Kang submits that the respondent had changed her reasons for the signed payment a number of times.

28 In response, Mr Lim argues that the ACL had not misdirected herself with regard to the evidence and her decision should be upheld. Mr Lim submits that the ACL had considered the documentary evidence, *ie*, the

payment vouchers, adduced by the applicants and the oral evidence given by witnesses before arriving to her decision.

(a) First, Mr Lim argues that the ACL's finding on the payment vouchers was correct. He asserts that the four payment vouchers produced by the applicants raised more questions than showed that the applicants had paid the respondent. Mr Lim also points out that it was not merely the arbitrary figures or the miscalculations that led the ACL to arrive at the conclusion that she was unable to rely on the payment vouchers as evidence of payment. The ACL chose not to rely on the payment vouchers due to the perplexities that surrounded the vouchers as mentioned in the NE/GD at pages 99 and 100.

(b) Secondly, Mr Lim submits that the ACL had the benefit of listening to the respondent's testimony during the hearing and found her evidence to be believable and true.

(c) Thirdly, in relation to the Refund Agreement, Mr Lim submits that the applicants were not privy to the Refund Agreement as it was an agreement between the respondent and her employment agency. Furthermore, Mr Lim submits that there is no probative value in the Refund Agreement as it was only concerned with the agency fees and the respondent's return flight ticket and did not touch on the issue of whether salary was paid by the applicants to the respondent or otherwise.

29 The present appeal is by way of rehearing and the High Court has broad powers over the decision of the ACL. The right of appeal to the High Court is provided by s 117 the Employment Act which states:

> **Right of appeal**
>
> 117. Where any person interested is dissatisfied with the decision or order of the Commissioner, he may, within 14 days after the decision or order, file a memorandum of appeal therefrom in the High Court; for the purpose of any such appeal, the decision or order of the Commissioner shall be deemed to be a decision of a District Court.

As Section 117 of the Employment Act deems the decision of the ACL to be a decision of a District Court, Order 55D r 3(1) of the Rules of Court (Cap 322, R5, 2014 Rev Ed), provide that such an appeal "shall be by way of rehearing".

30 Having considered the submissions of Mr Kang and Mr Lim and the evidence adduced by the parties, I am of the view that the ACL erred in finding that the respondent had not been paid by the applicants. First, the respondent's claim that she was not been paid by the applicants save for $876.30 is unsupported by any evidence apart from the respondent's assertion. The amount of $876.30 does not correspond to any amount on the payment vouchers or the salon's contemporaneous records. Furthermore, the respondent's reliance on the testimony of her colleague, Ms Liu Xiangmei ("Mr Liu"), to establish that she was only paid $876.30 by the applicants on one occasion is misplaced. The material parts of Ms Liu's testimony are recorded on the NE/GD at page 57:

> [Second applicant]: Just now you said that you remember once that the [respondent] took from [the first applicant] some cash. How do you know it is a monthly salary?
>
> [Ms Liu]: Because that time, I saw her sign the voucher – I recognised the voucher because I also signed the same thing –

> and after signing it, she immediately received the money. So I presumed that that was the salary.
>
> [Second applicant]: Was she forced to sign the payslip?
>
> [Ms Liu]: No, not on that occasion, I was also signing the voucher then.
>
> …
>
> [ACL]: So you only saw money given to her once?
>
> [Ms Liu]: That was the only time that I saw.

In my view, Ms Liu's testimony only goes so far as to prove that the respondent had signed a payment voucher and had been paid by the applicants on one occasion. It does not prove that this was the only time that the respondent was paid by applicants nor does it prove that the amount she received was $876.30 since Ms Liu did not testify to the exact amount received by the respondent.

31 Secondly, the payment vouchers are important documents and should not be disregarded. The payment vouchers are the only documentary evidence of payment being made and it is undisputed that the respondent signed them. Furthermore, the respondent's explanations as to why she had signed the payment vouchers are not proved. The respondent alleged that she was cheated into signing the vouchers, that they were falsified and that they were given to her to sign in a stack at once. She was unable to produce any witness to show that she was compelled to sign multiple vouchers or that she was cheated or forced into signing them. In fact, Ms Liu, a colleague of the respondent, testified to having seen the respondent sign on a payment voucher and receiving payment on at least one occasion where she had not been forced to do so (see [29] above). Ms Liu's evidence is more consistent with the applicants' case rather than the respondent's as it shows that a payment

voucher had indeed been signed by the respondent and that she had received payment at the same time on at least one occasion. Nevertheless, although I recognise that the discrepancies contained within the payment vouchers would have diminished their probative value, I do not agree that they should be disregarded completely. The more reasonable finding would be that the payment vouchers along with the evidence of Ms Liu at the very least corroborates the applicants' case that the respondent was paid at the same time she signed the payment vouchers on at least one occasion.

32 Thirdly, the respondent's failure to complain of the non-payment of her salary to anyone up to the time she lodged her complaint to the MOM undermines the respondent's version of events. The respondent has not produced any evidence that suggests that she had complained about the non-payment of her salary during the months from August 2015 to October 2015. Mr Chen Liangzhen ("Mr Chen"), the respondent's employment agent, testified that respondent had raised to him a salary issue when he was negotiating the Refund Agreement with the respondent in December 2015. However, this was only in relation to her salary for November 2015 and she did not complain about the preceding months of August, September and October 2015. The material parts of Mr Chen's testimony found on pages 73 to 77 of the NE/GD are reproduced below:

> [Second applicant]: During her working with us, did she complain about anything to you?
>
> …
>
> [Mr Chen]: She complained that she did not received salary for November 2015…
>
> …

> [Second applicant]: Before 16 December 2015, were there no complaints of salary?
>
> [Mr Chen]: There were. It was also about the November 2015 salary. That time, she and the employer quarrelled very badly. I also didn't want to interfere.

Mr Chen's testimony that the respondent had only complained to him about non-payment of her November 2015 salary as well as the respondent's delay in bringing the present claim against the applicants is evidence that further undermines the respondent's case.

33 More importantly, the Refund Agreement states that the respondent will not pursue the matter (being her dismissal from the salon) further with the applicants and will also not hold the applicants liable for the matter. Even though I accept Mr Lim's point that the Refund Agreement only involved the respondent and her employment agency and not the applicants, I agree with Mr Kang that it would highly unlikely that the respondent would have agreed to sign an agreement that she "will not hold" her employment agency and her employer "accountable for the matter" if it was indeed true that she worked for nearly three months without pay and had yet to receive the bulk of her salary at the time of signing the Refund Agreement. Accordingly, I find that the ACL erred in finding that the respondent had not been paid her salary.

34 Given my findings above, the third issue raised by the applicants concerning the miscalculation of the ACL does not arise as it concerns whether the $876.30 allegedly received by the respondent included a loan repayment of $100 as claimed by the respondent. The only remaining issue is to determine the respondent's unpaid salary for her work in November 2015 which the applicants continue to be liable for. The applicants do not dispute

that they owe the respondent salary for November 2015. In the judgment below, the ACL applied the formula prescribed in s 20A of the Employment Act and also took into consideration the $300 loan that the respondent owed the applicants in accordance with s 27(1)(f) of the Employment Act. In his submissions, Mr Lim does not raise any arguments to the contrary. I therefore accept the ACL's calculations that the respondent's salary from 1 to 13 November 2015 is $900 given her two days of absence from work without a valid excuse. I also affirm the ACL findings on the $300 loan that the respondent still owes to the applicants.

35 For the above reasons, I allow the appeal in part and set aside the ACL's award in part. After setting off the $300 unpaid loan owed by the respondent, the applicants remain obliged to pay the respondent $600 for the respondent's work in November 2015.

36 I will hear parties on costs if they are unable to agree costs.

- Sgd -
Choo Han Teck
Judge

Kang Kim Yang and Heng Min Zhi (Templars Law LLC) for the applicants;
Lim Yong and Tracy Wang Yi Shi (Lim Hua Yong LLP) for the respondent.