



EMPLOYMENT TRIBUNALS

Claimant: Ms Anita Green

Respondent: London Borough of Ealing

Heard at: Watford Employment Tribunal CVP **On:** 19 January 2026

Before: Employment Judge Young

Representation

Claimant: Litigant in person

Respondent: Non-attendance

JUDGMENT

The Claimant's claim is struck out

REASONS

Introduction

1. The Claimant was employed by the Respondent, a local authority in West London, as a Neighbourhood Housing Officer from 27 March 2023 to 29 November 2024. Early conciliation started on 20 February 2025 and ended on 2 April 2025. The claim form was presented on 2 May 2025.

Hearing

2. The hearing was listed for 3 hours via CVP. The Claimant was the only party in attendance as the Respondent had not been required to present an ET3. I received a witness statement from the Claimant, who gave evidence. I was also in possession of the Claimant's appendices attached to her response to the Employment Tribunal request to explain why her claim should not be struck out. The Claimant's appendices included the Claimant's contract of employment with LBE and the Claimant's email response to the allegation against her of breach of GDPR.

Claims & Issues

3. The Claimant's only claim is constructive unfair dismissal. The hearing was

listed to determine with the Claimant's claim should be struck out as the Claimant had no reasonable prospect of success.

Findings of Fact

4. The Claimant was employed by the London Borough of Ealing as a Neighbourhood Housing Officer from 28 March 2024 to 29 November 2024. The Claimant had worked for the London Borough of Ealing as an employee of an agency called Tempest Resourcing from 28 March 2023 until she became a permanent employee of the London Borough of Ealing in March 2024. I find that the Claimant's start date of employment was 28 March 2024.
5. The Claimant contacted ACAS on 20 February 2025, and the ACAS early conciliation certificate was issued on 2 April 2025. The Claimant presented her claim form on 2 May 2025. The Claimant's claim form contains a claim of constructive unfair dismissal. Unfair dismissal is the only box that is defined that has been ticked by the Claimant. The Claimant also ticked the other box titled "other" and stated in the free text of that box, "*I am making a claim for Constructive Unfair Dismissal - Unfair Treatment.*" Furthermore, the Claimant admitted in evidence that she was not bringing any other complaints in the Employment Tribunal other than constructive unfair dismissal. The Claimant accepts that her last day of employment was 29 November 2024. The Claimant said the reason for her resignation was because of an accusation of a breach of the GDPR. I find that the Claimant's effective termination of employment was 29 November 2025.

The Law

Continuous employment

6. For an employee to be able to bring a claim of unfair dismissal under section 108 Employment Rights Act 1996 (ERA), an employee must have been continuously employed for a period of not less than two years ending with the effective date of termination.

7. Section 211 ERA provides:

"(1) An employee's period of continuous employment for the purposes of any provision of this Act—

(a) (subject to [subsection] (3)) begins with the day on which the employee starts work, and

(b) ends with the day by reference to which the length of the employee's period of continuous employment is to be ascertained for the purposes of the provision.

(2) ...

(3) If an employee's period of continuous employment includes one or more periods which (by virtue of section 215, 216 or 217) while not counting in computing the length of the period do not break continuity of employment, the beginning of the period shall be treated as postponed by the number of days falling within that intervening period, or the aggregate number of days

falling within those periods, calculated in accordance with the section in question.”

Strike Out

8. Rule 38 of the ET Rules gives the Tribunal the power to strike out all or part of a claim:
9. *“38.— Striking out (1) At any stage of the proceedings, either on its own initiative or on the application of a party, a Tribunal may strike out all or part of a claim or response on any of the following grounds—*
 - i. that it is scandalous or vexatious or has no reasonable prospect of success;*
 - ii. that the manner in which the proceedings have been conducted by or on behalf of the Claimant or the Respondent (as the case may be) has been scandalous, unreasonable or vexatious;*
 - iii. for non-compliance with any of these Rules or with an order of the Tribunal;*
 - iv. that it has not been actively pursued;*
 - v. that the Tribunal considers that it is no longer possible to have a fair hearing in respect of the claim or response (or the part to be struck out).”*
10. Rule 38(2) says that a claim or response may not be struck out unless the party in question has been given a reasonable opportunity to make representations, either in writing or, if requested by the party, at a hearing.
11. The EAT has held that the striking out process requires a two-stage test in HM Prison Service v. Dolby [2003] IRLR 694 EAT, at paragraph 15. The first stage involves a finding that one of the specified grounds for striking out has been established; and, if it has, the second stage requires the tribunal to decide as a matter of discretion whether to strike out the claim, order it to be amended or order a deposit to be paid.

Analysis & Conclusions

12. The Claimant accepted that she didn't have 2 years' service and was not bringing any other complaint for those reasons, the Employment Tribunal concludes that the Claimant's claim does not have reasonable prospects of success. In those circumstances, the claim is struck out.

Approved by:

Employment Judge Young

Dated: 19 January 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON

4 February 2026

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FOR THE TRIBUNAL OFFICE

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Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

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