



EMPLOYMENT TRIBUNALS

Claimant: Mr Kei Ho Lee

Respondent: London Fire Commissioner

Heard at: London South Employment Tribunal, Croydon

On: 5-9 January 2026

Before: Employment Judge Abbott, Mr A Fairbank and Mr R Singh

Representation

Claimant: representing himself (through a Cantonese interpreter)

Respondent: Ms A Ahmad, barrister

RESERVED JUDGMENT

The unanimous decision of the Tribunal is that:

1. The complaints of direct race discrimination are not well-founded and are dismissed.
2. The complaints of harassment related to race are not well-founded and are dismissed.

REASONS

Introduction

1. This is the unanimous judgment of the Tribunal on the claim brought by Mr Kei Ho ('Jacob') Lee ("**the Claimant**") following a final hearing on 5-9 January 2026. Judgment was reserved. The Claimant represented himself. The Respondent was represented by counsel, Ms Ahmad.
2. The hearing was conducted using a Cantonese interpreter at the request of the Claimant. The interpreter was required for all aspects of the hearing, save that the Claimant delivered his oral closing submissions in English at his own request.
3. This claim was presented on 14 June 2024, early conciliation having taken

place between 10 and 14 May 2024. The complaints that this Tribunal needs to determine come under the following headings: (1) direct race discrimination (s.13 Equality Act 2010 (**EQA**)); and (2) harassment related to race (s.26 EQA). The other complaints in the claim form have been dismissed previously.

4. A List of Issues was prepared by EJ Ord at the preliminary hearing in this claim and subsequently supplemented with information provided by the Claimant. The parties confirmed at the start of the final hearing that this fully reflected the pleaded issues that were live before the Tribunal, and the Tribunal was satisfied that is correct. The list (**LOI**), limited to liability issues, is annexed to this Judgment with the alleged comparators anonymised.
5. After taking the first morning for preliminary matters and reading, evidence was heard on the afternoon of the first day and then over the following 3 days. Oral evidence was taken from the Claimant and from seven witnesses for the Respondent, namely:
 - a. Assistant Commissioner (AC) Pamela Oparaocha;
 - b. Former Station Commander (SC) Paul Green;
 - c. Inspecting Officer (IO) Paul Cameron;
 - d. Area Fire Safety Manager (AFSM) Waheeda Patel;
 - e. Team Leader (TL) Joanna Rose;
 - f. Area Fire Safety Manager (AFSM) Ben Dewis; and
 - g. Ms Perry Shelat, HR Business Partner.
6. Each of the witnesses provided a witness statement and were cross-examined. Oral submissions were given on the morning of the fifth day, with Tribunal deliberations thereafter.
7. In addition to the witness statements and LOI, the Tribunal was provided with a 664-page hearing bundle; a chronology, cast list and essential reading list produced by the Respondent; and several additional documents that were produced by the parties during the course of the hearing. It is unfortunate that not all relevant documents were included in the hearing bundle from the outset, but we are satisfied that neither party was materially prejudiced by the late production of documents by the other, and several of the late documents were of assistance in filling gaps in the chronology of events.

The relevant law

DIRECT DISCRIMINATION CONTRARY TO s.13 EQUALITY ACT 2010

8. Section 13 EQA prohibits direct discrimination. Section 13(1) EQA states:

“A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.”

9. Race including colour, nationality and/or ethnic or national origins (section 9 EQA) is a protected characteristic.
10. The primary focus in a direct discrimination case is on identifying why the claimant was treated as he was, before coming back to whether it was less favourable treatment because of the protected characteristic (see e.g. *Shamoon v Chief Constable of the Royal Ulster Constabulary* [2003] UKHL 11). It is well established law that a respondent's motive is irrelevant and, indeed, the possibility of unconscious discrimination is recognised (see e.g. *Nagarajan v London Regional Transport* [1999] IRLR 572, HL). Moreover, the protected characteristic need not be the sole or even principal reason for the treatment as long as it is a significant influence or an effective cause of the treatment (see e.g. *Gould v St John's Downshire Hill* [2021] ICR 1, EAT). As explained by Peter Gibson LJ in *Igen v Wong* [2005] ICR 931 (CA), a significant influence is one which is more than trivial.
11. What amounts to "*less favourable treatment*" is an objective test for the Tribunal (*Burrett v West Birmingham Health Authority* [1994] IRLR 7, EAT), although the Claimant's perception may be taken into account. The treatment cannot merely be different but must be less favourable (*Chief Constable of West Yorkshire Police v Khan* [2001] ICR 1065, HL).
12. A comparator must not share the protected characteristic relied upon, and must have no materially different circumstances – see section 23 EQA and Lord Scott in *Shamoon*: "*the comparator required for the purpose of the statutory definition of discrimination must be a comparator in the same position in all material respects as the victim save only that he, or she, is not a member of the protected class.*" This applies regardless of whether the comparator that is used is actual or hypothetical.
13. The bare facts of (i) a difference in status and (ii) a difference in treatment only indicate a possibility of discrimination. They are not, without more, sufficient material from which a tribunal could conclude that, on the balance of probabilities, the Respondent had committed an unlawful act of discrimination (*Madarassy v Nomura International plc* [2007] EWCA Civ 33). Something more is needed.
14. The provisions relating to the burden of proof are found in Section 136(2) and (3) EQA:

"(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

(3) But subsection (2) does not apply if A shows that A did not contravene the provision."
15. It is thus for the Claimant to prove facts from which the Tribunal could conclude, in the absence of any evidence from the Respondent, that the Respondent committed an act of discrimination. Only if that burden is discharged is it then for the Respondent to prove that the reason for the treatment was not because of a protected act or characteristic (see, e.g., *Igen v Wong*; *Royal Mail Group Ltd v Efobi* [2021] UKSC 33). This will typically be based upon inferences of discrimination drawn from the primary facts and

circumstances found by the Tribunal to have been proved on the balance of probabilities. Such inferences are crucial in discrimination cases as it is unlikely there will be direct, overt evidence that a Claimant has been treated less favourably because of a protected act or characteristic (see, e.g., *Anya v University of Oxford* [2001] IRLR 377, CA).

16. The Tribunal's focus at the first stage must be on whether the facts that it has found suggest the possibility of unlawful discrimination because of the relevant protected characteristic. In *Madarassy*, the Court of Appeal stated that "*could conclude*" must mean "*a reasonable tribunal could properly conclude*" on a consideration of all of the evidence. In *Laing v Manchester City Council* [2006] ICR 1519, EAT, Elias J stated "*the focus of the tribunal's analysis must at all times be the question whether they can properly and fairly infer race discrimination*".

17. Notwithstanding the above, in *Efobi*, Lord Leggatt repeated Lord Hope's reminder in *Hewage v Grampian Health Board* [2012] UKSC 37 that it is important not to make too much of the role of the burden of proof provisions:

"They will require careful attention where there is room for doubt as to the facts necessary to establish discrimination. But they have nothing to offer where the tribunal is in a position to make positive findings on the evidence one way or the other."

HARASSMENT CONTRARY TO S.26 EQUALITY ACT 2010

18. Section 26 EQA provides, so far as is relevant:

"(1) A person (A) harasses another (B) if—

- (a) A engages in unwanted conduct related to a relevant protected characteristic, and
- (b) the conduct has the purpose or effect of—
 - (i) violating B's dignity, or
 - (ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

[...]

(4) In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account—

- (a) the perception of B;
- (b) the other circumstances of the case;
- (c) whether it is reasonable for the conduct to have that effect."

19. Race is a relevant protected characteristic: section 26(5) EQA.
20. "*Unwanted conduct*" means action, or inaction where action is wanted, that is unwanted by the employee. The Equality and Human Rights Commission's Code of Practice on Employment notes that unwanted conduct can include "*a wide range of behaviour, including spoken or written words or abuse, imagery, graffiti, physical gestures, facial expressions, mimicry, jokes, pranks, acts affecting a person's surroundings or other physical behaviour*": see paragraph 7.7. Whether there has been unwanted conduct is a question for the Tribunal to resolve on the facts of each case (see *Thomas Sanderson Blinds Ltd v English* UKEAT/0316/10 at [28]).
21. The term "*related to*" is designed to have a relatively broad meaning and

covers all forms of conduct that, properly viewed, has a relationship to the protected characteristic (see *Carozzi v University of Hertfordshire & Anor* [2024] EAT 169 at [15] & [17]). There is no requirement for a mental element equivalent to that in a claim of direct discrimination for conduct to be related to a protected characteristic - treatment may be related to a protected characteristic where it is "*because of*" the protected characteristic, but that is not the only way conduct can be related to a protected characteristic, and there may be circumstances in which harassment occurs where the protected characteristic did not motivate the harasser (see *Carozzi* at [24]).

22. The wording of section 26(1)(b) is important – as it requires conduct that is more than merely upsetting to B. This is a question of fact for the Tribunal. In *Richmond Pharmacology v Dhaliwal* [2009] ICR 724, EAT, Mr Justice Underhill, then President of the EAT, said: "*Not every racially slanted adverse comment or conduct may constitute the violation of a person's dignity. Dignity is not necessarily violated by things said or done which are trivial or transitory, particularly if it should have been clear that any offence was unintended.*"
23. The same burden of proof provisions apply as for the section 13 EQA complaint.

The facts

24. The role of the Tribunal is to consider all of the evidence, and the documentary materials we have been referred to, and form a view as to what is most likely to be the true position on the balance of probabilities. It is important to say that, simply because we may disbelieve the evidence of a witness on a particular point, does not mean that we consider they are deliberately seeking to mislead – nor does it mean we must automatically disbelieve them on other points. Ultimately, we have to weigh up all the evidence on all different points and assess it on its merits.
25. We have only made findings of fact necessary for the disposal of the live issues in this case. We have not referred to every document we have read and/or were taken to during the hearing, but we have considered all such documents. We have not considered documents that were not referred to in the written or oral evidence or in submissions. References to pages in the hearing bundle below are in the form [x].
26. The relevant facts are, we find, as follows.
27. The Claimant is from Hong Kong and identifies as having a Chinese background.
28. The Respondent is the London Fire Commissioner as the person with legal responsibility for the London Fire Brigade (**LFB**). Among other things, LFB is the enforcing authority in respect of premises in the London area for the purposes of the Regulatory Reform (Fire Safety) Order 2005. LFB has delivery teams responsible for the inspection and audit of buildings across London that comprise suitably technically qualified Fire Safety Advisors (**FSAs**) and Fire Safety Inspecting Officers.
29. In late 2022 the Claimant participated in an LFB recruitment process for a position as a trainee FSA. The recruitment process included a written

exercise. Despite the assessor's comments on the Claimant's exercise including "*cannot consider this plain English as there are too many grammatical errors*" and "*most of the writing is well below a professional standard*" [538], the Claimant's application was successful.

30. The Claimant signed his contract of employment on 20 December 2022 [52-57]. On the same date he returned a personal information form in which he indicated that he regarded himself as fluent in speaking, reading and writing English [343]. The concerns identified by the assessor in the recruitment phase were not passed on to those individuals who were, in due course, to manage the Claimant.
31. The Claimant started in role on 6 February 2023 as part of a cohort of new trainee FSAs. In accordance with his contract (Clause 8), the Claimant, like the other trainees, was subject to an initial 6-month probation period.
32. LFB had a Probation Procedure (referred to in Clause 8) that the Claimant confirmed in evidence that he read early in his employment. Important provisions of that Procedure [346-353] include the following:

"2.7 – The probationary period for an employee, whose performance is considered unsatisfactory may be extended ... by up to six months and in exceptional cases by such further period as may be determined... The total probation period should not exceed 18 months.

3.1 – The purpose of the probationary period is to ensure that an assessment of the probationer's performance, conduct and attendance is made by the line manager to determine whether it meets the standards required by the Brigade.

4.1 – ... Reports will be requested after 2, 4 and 5 months' service...

4.4 – Any concerns or shortcomings in conduct, performance or attendance will be drawn to the probationer's attention as soon after they occur as is practical (they should not be left until the scheduled probationary meeting if this can be avoided). Action should be discussed as to how to secure an improvement. Support and training if appropriate will be offered to all probationers to enable them to perform as effectively as possible, having regard to the selection criteria for the post. ...

4.6 – Extensions of probation will be granted in exceptional circumstances only...

6.1 – The employee's performance, conduct and/or attendance may be reviewed at any stage during the probationary period and any minor issues may be addressed locally in the first instance through a standards setting letter.

6.3 – If the employee fails to improve to the required standard outlined in the standard setting letter by the agreed date, or if the line manager decides that there are serious concerns which may justify dismissal, they will invite the probationer to attend a formal hearing with a Presiding Manager (of Grade FRS F or above)..."
33. For the first 6 months of employment, the Claimant and the other trainees were assigned to the LFB's Centre of Learning & Excellence (**CLE**), during which time they were to undertake a structured development programme including learning leading to obtaining a Level 3 Certificate in Fire Safety, and shadowing mentors to learn how to undertake and write up fire safety audits. It was a critical requirement of the FSA role that the individual develop the technical expertise in order to identify safety-critical risks as well as being

able to properly communicate their findings verbally to Responsible Persons at premises and in formal written audit reports applying the relevant legislation. The CLE programme was intended to develop trainees to the point that they would then transition into fire safety teams in London boroughs to perform the substantive role. Trainees had a short placement (around 3 weeks) with an area team around 3 months into their time at CLE.

34. The Claimant's assigned mentor and effective line manager at the CLE was Inspecting Officer Paul Cameron. IO Cameron was mentor to around 8-12 trainees, including the Claimant, in that period.
35. As part of his mentor role, IO Cameron invited all his trainees to speak to him if they required any additional assistance or support in order to fulfil their role. The Claimant did not request any such support in the initial months of his employment.
36. We accept IO Cameron's evidence that the Claimant's difficulties in communicating in English became apparent to him at an early stage. We also accept IO Cameron's evidence that he did seek to explore this issue with the Claimant but, out of fear of offending the Claimant and in the light of the Claimant telling him that he had a Level 2 Certificate in English, he did not press the matter. We accept the evidence of IO Cameron that there was a considerable level of fear among LFB officers about offending people as a consequence of the independent cultural review of the LFB that had been published very recently (in November 2022), which goes some way to explaining his approach at the time – as he expressed it in oral evidence, *"everyone was scared of their own shadow"*.
37. For the same reasons, IO Cameron did not identify communication issues as a problem in the Claimant's 2-month probation review report completed on 14 April 2023 [60-63]. The Claimant's own comments recorded in that report also indicate that, at that time, the Claimant and IO Cameron had a positive relationship, and the Claimant acknowledged IO Cameron's feedback and support.
38. Early in his employment, the Claimant notified LFB that his wife was due to give birth on 10 July 2023 and applied for Maternity Support Leave (**MSL**) in accordance with paragraph 12 of LFB's maternity policy [359]. He was entitled to, and approved to take, 1 week of maternity support leave, which had to be taken after the birth but within 56 days of the birth, as confirmed to him by email [58].
39. In May 2023, the Claimant went on placement to an area team within the North Area of London. During his placement, the Team Leader for North Area Support, Joanna Rose, observed the Claimant's difficulties communicating in English and communicated those to her Area Fire Safety Manager, Gillian Farrugia. However, because the Claimant was not due to transition from CLE to area teams until August or September 2023 and TL Rose was absent on a lengthy period of sick leave shortly after the Claimant's placement, no active steps were taken at area level at that time.
40. The Claimant's child was born on 20 June 2023, earlier than expected. There was a factual dispute around events happening at that time:

- a. The Claimant alleged that on 22 June 2023 he asked IO Cameron if he could take his MSL between 26 and 30 June 2023 but this request was denied. He alleges that he made subsequent leave requests that were also denied by IO Cameron, who instead warned him that his employment could be terminated.
 - b. IO Cameron's evidence was that he did have various discussions with the Claimant about his MSL and other leave requests and how to balance those requests with the Claimant's training commitments (including coursework deadlines), that the Claimant was concerned about the impact of taking leave at that point in his training, and IO Cameron supported the Claimant by allowing him to work from home on several occasions, granting 'option days', and delaying the MSL until a later date.
41. We accept IO Cameron's evidence on these matters. It is consistent with the contemporaneous emails (e.g., the Claimant's email of 29 June 2023 [477] which shows leave requests being made that were accommodated by the Claimant being permitted to work from home on 4 July and given an 'option day' on 5 July (see his absence record at [75]), and the Claimant's emails of 19 and 25 July 2023 [480, 482] where the Claimant detailed his MSL and leave requests that were ultimately granted). The Claimant made a particular point about not being granted leave on 4 August 2023; however, that date was omitted from his email request on 25 July 2023 and no credible evidence was advanced that this was because IO Cameron had refused it or otherwise dissuaded the Claimant from seeking it. To the contrary, the balance of the evidence indicates IO Cameron was supportive and flexible in respect of the Claimant's leave requests. We therefore reject the Claimant's allegation that IO Cameron rejected any of his leave requests.
42. A separate factual matter is raised in respect of these requests, which is that the Claimant alleges IO Cameron questioned the Claimant's entitlement to work in the UK following the Claimant seeking leave to make a visa application for his child. On this matter we accept IO Cameron's evidence that he did enquire why a visa application needed to be made because he was genuinely unclear why that was necessary in view of the child having been born in the UK. Once the purpose of the visa application was confirmed by the Claimant (that it was for the purposes of travel to Hong Kong), the concern was resolved. There was no reliable evidence to indicate that IO Cameron followed up by challenging the Claimant's own legal status, and we reject the allegation that he did.
43. On 26 June 2023 the Claimant and IO Cameron had an informal meeting. Minutes were taken by Catherine Fulcher and we accept those minutes are an accurate (but not verbatim) record of the meeting.¹ The meeting was to discuss the fact that the Claimant had failed one of his coursework assignments due to not providing enough information and providing answers that demonstrated a lack of understanding of the actual questions asked. IO Cameron explained the importance of passing this coursework and that failing to do so would jeopardise the Claimant's position. Whether additional assistance or guidance was required was discussed. It was agreed that a

¹ These minutes were not in the hearing bundle but were produced during the hearing.

plan would be put in place to make sure the coursework could be successfully resubmitted.

44. There is a dispute as to whether there was a formal probation review meeting between the Claimant and IO Cameron on 17 July 2023 at which a report was discussed and signed-off by both individuals [65-69]. The Claimant's consistent account, ever since he was sent a copy of the report by Station Commander Paul Green on 5 October 2023, is that he had never seen the report prior to that point (see, e.g., the emails to SC Green and Group Commander John Carpenter dated 6 October 2023 [82] and in subsequent meetings with other officers). He maintained that position in oral evidence. IO Cameron's evidence was that meeting did take place, the issues detailed in the report were discussed and the review form was signed off – in practice, the report writing was done by Catherine Fulcher during the meeting, and she would add in the participants' signatures at the end.
45. We note that for the first probation review report in April 2023 an email chain was provided verifying the exchange of employer and employee's comments [59]. No such correspondence exists for the 17 July 2023 report. There is evidence indicating that the 17 July 2023 report was first processed by HR only on 5 October 2023 [78]. In addition, the employee's comments in the 17 July 2023 are an almost direct cut-and-paste from the April 2023 report, which raises questions as to the extent to which the Claimant had any input to the later report.
46. On balance we find that the Claimant did not have sight of the 17 July 2023 assessment report prior to 5 October 2023 and therefore cannot be taken to have signed it off. We find that the feedback that is recorded in that document is genuine and was delivered by IO Cameron to the Claimant during the course of his probation, albeit that this written record was not provided to the Claimant at the time and therefore he should not have been recorded as having signed it.
47. We do not accept that this left the Claimant in a position of uncertainty as to the status of his probation which, in the ordinary course, was to end on 6 August 2023. This is because there was clear evidence from multiple witnesses that every member of the Claimant's cohort was having their probation extended and the Claimant, we find, would have understood that. Indeed, he continued to work beyond 6 August 2023 without questioning the position.
48. We also do not accept that the reason IO Cameron did not send the Claimant his probation report was significantly influenced by, or related to, the Claimant's race. It was not put to IO Cameron in cross-examination that that was the case, and in any event, we accept his evidence that at no point was IO Cameron influenced by the Claimant's race in the way he treated him. On the balance of probabilities, this was a matter of poor administration not a deliberate act.
49. The Claimant also alleged that IO Cameron has forced the Claimant to include IO Cameron's name on inspection reports when the latter had not been present and threatened the Claimant with losing his job if he did not do so. IO Cameron denied this. He explained that in some instances inspections

were carried out by trainees without his presence, but that he would either have attended the premises in advance or did so after the trainees – this was necessary because he was the responsible officer. His evidence was that he would have no reason to insist on his name being added to a report of an inspection when he had had no sight of the premises, as he would then be taking responsibility for something he had not seen. We accept IO Cameron's evidence on this point – insofar as IO Cameron asked the Claimant to add his name to inspection reports, it was to reflect the true position. We do not accept IO Cameron made any threats to the Claimant's job in this regard.

50. There is a dispute as to whether IO Cameron told the Claimant verbally on 14 September 2023 that his probation was being extended – the Claimant says this happened, IO Cameron denies it. The best contemporaneous evidence of this is the Claimant's email to SC Green on 5 October 2023 [82] in which he says IO Cameron had "*only confirmed I need to extend my probation on 25/9/23*". In addition, the Claimant's email to HR on 15 September 2023 seeking clarity on his probation period², which the Claimant says was prompted by the conversation with IO Cameron, makes no mention of him having been told by his line manager that his probation was being extended. On this issue, we accept IO Cameron's evidence – he did not inform the Claimant verbally on 14 September 2023 that his probation was being automatically extended. Indeed, as found above, given the original 6-month probation period had already passed, the Claimant knew it had been extended, though this had not been formalised in writing.
51. On 22 September 2023 the Claimant and IO Cameron had an informal meeting. Minutes were taken by Catherine Fulcher, and we accept those minutes are an accurate (but not verbatim) record of the meeting.³ There was a discussion regarding area teams not being willing to take the Claimant on full-time. IO Cameron set out various concerns that had been raised about the Claimant's conduct and writing-up of audits. It is evident from the notes that IO Cameron was making considerable efforts to liaise with the area teams to give the Claimant the opportunity to demonstrate to them that he was capable of fulfilling the substantive FSA role. It is also evident that, during the meeting, the Claimant made allegations about certain of IO Cameron's actions, in particular alleging that IO Cameron had previously refused a holiday request and had prevented the Claimant taking maternity support leave at the time he wanted to.
52. Meanwhile IO Cameron was continuing to work with the Claimant on audit reports. In respect of one such report, matters came to a head in an email sent by IO Cameron on 24 September 2023.⁴ In this email, IO Cameron noted that despite having sat on three separate occasions to go through the report, it still contained errors and had essential information missing. IO Cameron noted his view that the Claimant had not taken on the advice given and that this was unacceptable and was negatively affecting IO Cameron's workload and the CLE generally. It is worth setting out IO Cameron's conclusion to the email in full. It reads:

"I have, on each occasion we have gone through the audits, explained the

² This email was not in the hearing bundle but was produced during the hearing.

³ These minutes were not in the hearing bundle but were produced during the hearing.

⁴ This email was not in the hearing bundle but was produced during the hearing.

precarious position that you currently find yourself in. I do not believe that you have grasped the seriousness of the situation, and if you do understand your position, you are not treating it in the manner that it should be.

We will now need to seriously discuss your capability in performing the tasks required to be a Fire Safety Advisor, tomorrow on Monday 25th September 2023.”

53. On the morning of 25 September 2023, a call took place between AFSM Ferrugia, TL Rose and IO Cameron to discuss the Claimant. IO Cameron subsequently met with the Claimant to discuss the outcome of that call and the email noted above. Minutes were taken by Catherine Fulcher, and we accept those minutes are an accurate (but not verbatim) record of the meeting.⁵ In summary, IO Cameron communicated to the Claimant that the area teams would not have passed the Claimant’s audit write-ups. Their view was that the Claimant needed to be proactive in improving his grasp of the English language, because of concerns about the amount of writing needed in the FSA role. They therefore requested that the Claimant enrol in a written and spoken English class and show evidence demonstrating improvement, ahead of an assessment to be carried out at the end of October. The Claimant’s probation would be extended to safeguard his employment. The Claimant expressed dissatisfaction at his probation already having informally been extended. He expressed his view that no one had expressed any issues with his performance when on placement at the area teams. It was noted that the Claimant had, on a couple of occasions, been offered an opportunity to transfer into a Firefighter role in order to continue his employment with LFB, but the Claimant had not wanted to pursue that option.
54. During the meeting the Claimant expressed a view that he was being bullied by IO Cameron. This led to another officer being invited into the meeting to act on behalf of the Claimant. The Claimant’s complaints concerned alleged refusal of MSL and annual leave, the probation extension, and being asked to stay late for meetings with IO Cameron. It was resolved that the Claimant’s complaints would be referred up to IO Cameron’s line manager, GC Carpenter.
55. We find that the reason for the Claimant’s probation being extended was due to his difficulties with the English language affecting his ability to perform the FSA role. There is consistent evidence from multiple sources that this was a genuine issue that had been identified and raised with the Claimant at least by September 2023 but, on balance of probabilities, earlier than that. While all other members of his trainee cohort had been accepted for transition into area teams (albeit on extended probation periods), it had been concluded at area level that the Claimant was not ready to go to area teams full-time because the Claimant’s audit write-ups were not of a sufficient standard that the Claimant could be trusted to conduct audits alone (as he would be required to do once in the substantive role). Importantly, the decision not to permit the Claimant to move to area teams was not a decision of IO Cameron but made at area level.
56. On 27 September 2023, the Claimant had a meeting with GC Carpenter to discuss his situation and his complaints against IO Cameron. Minutes were taken by Catherine Fulcher [76-77] and we accept those minutes are an

⁵ These minutes were not in the hearing bundle but were produced during the hearing.

accurate (but not verbatim) record of the meeting. During the meeting the Claimant outlined his allegations against IO Cameron (annual leave refused; being kept late; probation situation not explained; IO Cameron asking about his right to work in the UK; that the Claimant was given a different standard of work compared to his colleagues; standards expected always changing; the content of the 24 September email; that he felt IO Cameron was holding him back from going to area teams; IO Cameron requesting the Claimant to put his name on audit reports when he had not been present). GC Carpenter explained the standards that were expected of the Claimant in terms of his report writing. GC Carpenter advised the Claimant to take advice from his Union representative about his bullying allegations and to consider making a formal complaint to CMP (the external company commissioned by LFB to conduct investigations into bullying, discrimination and harassment allegations). GC Carpenter advised the Claimant that he had organised for him to be moved out of CLE to a different area team to those he'd previously been placed in (Westminster).

57. In the light of the Claimant's complaints, from this point IO Cameron ceased to be involved in the Claimant's development and management. Line management responsibilities passed, initially, to SC Green.
58. On 5 October 2023, SC Green had a probation meeting with the Claimant. SC Green communicated to the Claimant that his probation was to be extended by a further 2 months to 17 December 2023. SC Green explained the reasons for the extension, specifically that he needed to better articulate the purpose and outcomes to the responsible person at a premises, and that his written audit reports needed to be clear, readable and to the standard required for vetting. SC Green noted that an initial 3-month probation extension from 17 July 2023 had already been implemented, though the Claimant denied awareness of this having been done.
59. SC Green sent the Claimant a copy of the 17 July 2023 probation report after the meeting [81]. As already noted above, the Claimant responded to SC Green and to GC Carpenter explaining that he had never previously seen that document [82].
60. Following the meeting, on 6 October 2023, SC Green issued a Standard Setting Letter [83-84], outlining the matters discussed in the meeting, including why the Claimant was considered to be falling below the expected standards. The letter confirmed the extension of probation to 17 December 2023. It concluded by advising the Claimant that, should his performance fail to significantly improve by the next review meeting, he may be invited to a probation hearing which could result in the termination of his employment.
61. The Claimant was due to transfer to the Westminster team with effect from 6 November 2023, though this was postponed to 13 November 2023 due to the unavailability of the relevant team leader. However, concerns had been raised at area management level – specifically AFSM Ferrugia and AFSM Paul Osborne – about the level of support that the Claimant would need being unmanageable. In an email dated 1 November 2023⁶ AFSM Osborne pointed to detailed feedback from a Development Officer, Shane Cook, as to the

⁶ This email was not in the hearing bundle but was produced during the hearing.

Claimant's development needs. AFSM Osborne noted that the Claimant was attending a government-backed night school but felt that material improvement would be needed before the Claimant would be at a level where he could be developed 'on the job' within an area team. This is essentially consistent with the reasons why he had not been accepted for transition into an area team in September, and feedback provided separately by (then) Team Leader Waheeda Patel in October 2023 [252]. In a later email in the same chain, AFSM Osborne raised a concern that the planned move was driven more by the fact of the Claimant's complaints against IO Cameron (therefore wanting to move the Claimant out of CLE) than what was best for either the Claimant or the department as a whole.

62. Ultimately, area management decided to take a different approach. On 28 November 2023 the Claimant attended a meeting with (then) Deputy Assistant Commissioner (DAC) Pam Oparaocha, TL Rose and TL Patel (who was acting AFSM at that time). TL Rose followed up with notes by email on 1 December 2023 [87-88] which we accept to be an accurate summary of the meeting. DAC Oparaocha explained that the Claimant's communication skills (both written and oral) were not at the level required for a FSA but stressed that LFB's approach would be to support him in improving those skills. Rather than being assigned to a single team, he would rotate through several different teams to shadow IOs & FSAs and write-up his findings for vetting.⁷ DAC Oparaocha explained she would contact LFB's external training provider, Babcock, to see if there were any suitable English courses that could be offered. There was a general discussion about probation periods, but no specific discussion around the Claimant's probation. The Claimant also mentioned his concerns about the 17 July 2023 report and other complaints against IO Cameron and was advised that he needed to raise those complaints formally with CMP.
63. DAC Oparaocha's follow-ups regarding training revealed that Babcock provided English courses to operational firefighting staff only. Prior to the meeting she had already reached out to LFB's learning support team, who explained that additional support was available through the tool Grammarly, and that free e-learning courses were available through the Open University [576-577]. She passed this information to TL Patel who passed it to the Claimant on 16 November 2023 [251].
64. Upon the Claimant's existing probation extension expiring on 17 December 2023, he was informed verbally by AFSM Patel that his probation would need to be further extended. A probation review form was sent to the Claimant by AFSM Patel by email on 19 December 2023 [99]. An initial version of the form sought approval for a 6-month extension [93-96], but this was changed to 3 months on advice from HR in a subsequent version [102-106]. In both versions, the form set out that the extension was required "*due to exceptional development needs regarding his English written and verbal communication*".
65. The Claimant was initially resistant to signing this form, on advice from CMP to whom he had raised a concern about his earlier probation extension not being formally documented. Eventually, following a meeting with TL Rose and TL Heena Patel on 29 January 2024 and an exchange of emails on the same

⁷ A detailed spreadsheet setting out a day-by-day timetable was provided during the hearing.

day clarifying the length of the extension was 3 months not 6 months, the Claimant signed the report on 30 January 2024 **[105]**.

66. Also on 30 January 2024, the Claimant was issued a second Standards Setting Letter, outlining the ongoing concerns with his communication skills and need for further improvement **[107-108]**.
67. During the period of late November 2023 to February 2024 feedback was obtained from a wide range of IOs / FSAs / TLs who the Claimant had shadowed. It is fair to record that the feedback was not universally negative, but there was a consistent theme across much of the feedback as to the Claimant's ongoing struggles with written and spoken English.
68. Upon gathering all that evidence, it was decided by TL Rose and AFSM Patel that the appropriate course was to invite the Claimant to a formal probation hearing. An initial invite was emailed to the Claimant on 28 February 2024 for a hearing on 12 March 2024 **[120, 604]**. The following day the Claimant explained he could not attend on the assigned date **[521]**, so a new invite letter was sent on 5 March 2024 for a hearing on 13 March 2024 **[606-607]**. A revised invite letter was sent on 7 March 2024 **[609-612]**, it having been realised by HR that the previous invite letter used an incorrect template which omitted, in particular, a statement that dismissal was a possible outcome. This was corrected in the revised version. Each invite letter set out the concerns to be discussed, specifically:
 - "1) Lack of good written communication skills to the standard required for this role.
 - 2) Lack of good oral communication skills to the standard required for this role.
 - 3) You have not been able to demonstrate clear, concise, and accurate verbal and written communication as required to carry out your role as per your Job description."
69. The probation hearing took place on 13 March 2024, chaired by AFSM Ben Dewis. The Claimant attended with his Union representative and a friend to act as a translator. TL Rose attended as representative of the area management. Ms Perry Shelat was present as HR adviser, and there was a notetaker also present. We accept the minutes at **[123-131]** are an accurate (but not verbatim) record of the meeting.
70. It is clear from the minutes that the concerns of management were laid out in considerable detail by TL Rose (with supporting evidence provided) and the Claimant was given a full opportunity to advance his position.
71. After presentation of the case, AFSM Dewis took time to deliberate and discuss with Ms Shelat. He returned and read out his reasoned decision to dismiss the Claimant. We accept that his oral decision is a true account of AFSM Dewis's reasons for dismissing the Claimant. We also accept AFSM Dewis's evidence that he was not consciously influenced in making that decision by the Claimant's race, nor is there anything to indicate he was subconsciously influenced either. The full reasons are at **[130-131]** but, in essence, dismissal was for the reason that the Claimant's written and oral communication skills were not up to the standard required for the role and there was nothing to suggest there would be sufficient improvement if his probation was to be extended further (noting the Probation Policy provided a

maximum probation period of 18 months). AFSM Dewis had particular regard to the very limited efforts the Claimant appeared to have made in proactively working to improve his English - reference was made to the fact the Claimant had undertaken 5-6 hours of private English tutoring but then ended it because of the cost and because he did not feel he was improving.

72. The Claimant argued during the hearing that AFSM Dewis was not an impartial decision maker. We reject that allegation. It is correct that AFSM Dewis was copied to some emails regarding the Claimant during the period that a decision was being made as to whether he was to stay at CLE or move to area teams and will have been party to some discussions about that. However, he had a peripheral role in discussions about the Claimant at that time, and there is no credible basis to suggest he was not an impartial manager.
73. The Claimant was not required to attend work during his period of notice. His effective date of termination was 1 month after the hearing: 13 April 2024.
74. The dismissal outcome was confirmed in writing on 14 March 2024 **[121-122]**. Although AFSM Dewis in his oral decision had informed the Claimant that he would have 7 days to lodge an appeal, the letter erroneously referred to an appeal needing to be lodged within 5 days. We accept the evidence of Ms Shelat that this was an administrative error on her part and not deliberate, was not consciously influenced by the Claimant's race, nor is there anything to indicate she was subconsciously influenced either. Further, it was the Claimant's own evidence that he recognised the error and told HR staff about it.
75. On 18 March 2024 the Claimant submitted an appeal letter. In essence, he alleged that the entire probationary procedure had been inadequate, compounded by instances of discrimination towards him (the falsified 17 July 2023 report; failure of anyone to act on his reports regarding this; and arbitrary extensions of his probation). An appeal hearing was convened for 1 May 2024.
76. In the meantime (and after the cessation of his employment), the Claimant lodged a complaint on 22 April 2024 with Gareth Liptrot, the Deputy Chief HR Officer **[109-119]**. The complaints raised overlap to a considerable degree with the allegations he has pursued in these proceedings. The Claimant's complaint was not acknowledged nor ever responded to, though there is some evidence of Mr Liptrot having taken steps to investigate some of the allegations (e.g. emails with IO Cameron **[624-625]**). Ms Shelat gave evidence, which we accept, that Mr Liptrot's team was experiencing significant work pressures during that period.
77. The appeal hearing took place on 1 May 2024, chaired by Principal Fire Engineer (PFE) Gareth Steele. The Claimant attended with his Union representative. AFSM Dewis attended as management representative. A notetaker was also present. We accept the minutes at **[139-159]** are an accurate (but not verbatim) record of the meeting.
78. It is clear from the minutes that the Claimant was given a full opportunity to advance his position over the course of a hearing that lasted more than 5

hours. PFE Steele reserved his decision.

79. On 7 May 2024, PFE Steele issued his written decision dismissing the appeal on all grounds [136-138]. He acknowledged some procedural issues around the probationary procedure and the issue that the Claimant has raised regarding the 17 July 2023 report. Nevertheless, he concluded that none of this detracted from the core reason for dismissal, that being the communication concerns cited by management.
80. The Claimant commenced ACAS early conciliation on 10 May 2024, and this ended on 14 May 2024. This claim was presented on 14 June 2024.
81. Evidence has been included in the bundle of probation reports relating to the alleged comparator AB, a white trainee FSA in the same cohort as the Claimant. Her probation was ultimately extended to August 2024 at which point she was confirmed in post [559-563]. No issues were ever identified with AB's verbal or oral English communication skills.

Application of the law to the facts

82. Having made our factual findings, we must now apply the law to the facts.

DIRECT DISCRIMINATION CONTRARY TO s.13 EQUALITY ACT 2010 (LOI ISSUES 1-3)

83. There are 6 alleged less favourable treatments to address, as set out in the LOI.

Sub-issue 1.1: The Respondent changed the Claimant's probation dates

84. It is correct that the Claimant's probation was extended on multiple occasions. In each instance, this was for justifiable reasons – the ongoing concerns about the Claimant's verbal and written English communication not being of a sufficient standard to fulfil his role.
85. We have found on the facts that, by the initial probation end date (6 August 2023), the Claimant would have understood that (like every other member of his cohort) his probation was going to be extended, though in the Claimant's case this was not formally documented – we have found that the 17 July 2023 probation report was not provided to the Claimant. However, there is nothing in the facts that provides basis upon which we could decide, in the absence of any other explanation, that this failure to document the position was significantly influenced by the Claimant's race. In any event, we have found on the balance of probabilities this was a matter of poor administration not a deliberate act on IO Cameron's part.
86. We have rejected on the facts the allegation that IO Cameron told the Claimant on 14 September 2023 that his probation was being automatically extended by 2 months.
87. In the meeting on 25 September 2023, it was made clear to the Claimant that he was not going to be accepted into area teams. We have found that it had been concluded at area level that the Claimant was not ready to go to area teams full-time because the Claimant's audit write-ups were not of a sufficient

standard that the Claimant could be trusted to conduct audits alone (as he would be required to do once in the substantive role). That decision was not significantly influenced by the Claimant's race but was because of his English communication skills.

88. Because of the Claimant's allegations of bullying against IO Cameron, the latter stepped out of the picture and SC Green took up line management of the Claimant. SC Green formally confirmed an extension of probation to 17 December 2023, as set out in the Standards Setting Letter dated 6 October 2023. The reasons for the extension are set out in the letter and were not significantly influenced by the Claimant's race.
89. We have found that at the meeting of 28 November 2023 there was a general discussion about probation periods, but no specific discussion around the Claimant's probation, and TL Rose's email of 1 December 2023 does not support the Claimant's allegation he was told his probation was being extended for 12 months.
90. As to the further extension from December 2023 to March 2024, whilst an initial version of the form sought approval for a 6-month extension, we have found this was changed to 3 months on advice from HR in a subsequent version. There is nothing in the facts that provides basis upon which we could decide, in the absence of any other explanation, that this change had anything to do with the Claimant's race. Indeed, viewed objectively, it was a perfectly rational change to make. The reason the extension was required was "*due to exceptional development needs regarding his English written and verbal communication*" and was not significantly influenced by the Claimant's race.
91. Bringing this all together, it is difficult to conclude that any of the probation extensions amounts to less favourable treatment – if anything, the extensions of the probation in this case were favourable in the sense that the alternative was dismissal. But, in any event, there is nothing in the facts from which the Tribunal could conclude that the extensions were significantly influenced by the Claimant's race; rather, the Respondent has explained in some detail why the extensions were necessary.
92. This allegation therefore fails.

Sub-issue 1.2: The Respondent fabricated reports

93. We have concluded on the facts that the Claimant did not have sight of the 17 July 2023 assessment report prior to 5 October 2023 and therefore cannot be taken to have signed it off. We found that the feedback that is recorded in that document is genuine and was delivered by IO Cameron to the Claimant during the course of his probation, albeit that this written record was not provided to the Claimant at the time.
94. We did not accept that the reason IO Cameron failed to send the Claimant his probation report was significantly influenced by the Claimant's race. It was not put to IO Cameron in cross-examination that that was the case, and in any event, we accept his evidence that at no point was IO Cameron influenced by the Claimant's race in the way he treated him. On the balance of probabilities, this was an error of administration not a deliberate act.

95. Accordingly, whilst this was poor administration on the part of the Respondent, it does not amount to an act of direct race discrimination.
96. As regards the allegations concerning audit reports, this fails on the facts. We have found that insofar as IO Cameron asked the Claimant to add his name to inspection reports, it was to reflect the true position, not an act of fabrication.
97. This allegation therefore fails.

Sub-issue 1.3: The Claimant's complaints were not investigated

98. It is correct to say that none of the individuals to whom the Claimant complained verbally about alleged bullying by IO Cameron themselves took action to investigate those complaints. However, we have found that the Claimant was on more than one occasion advised that the appropriate route to having those concerns investigated was via CMP (this was advised by GC Carpenter on 27 September 2023 and by DAC Oparaocha on 28 November 2023), and have found that he did raise at least some issues with CMP given that he relied upon advice from CMP when resisting signing his probation report in December 2023 – January 2024. In those circumstances, there is nothing in the facts upon which the Tribunal could conclude that the failure of the verbal complaint recipients to investigate was influenced by the Claimant's race.
99. We also record that it cannot be said that the verbal complaints were ignored by the Respondent. The immediate response to the Claimant's complaints was to take him away from the mentorship / line management of IO Cameron, and considerable efforts were made over the ensuing months to put in place a suitable working structure for the Claimant that meant he was on area teams rather than at the CLE in a manner that would assist his development but without overburdening any individual area team.
100. As regards the complaint made to Mr Liptrot in April 2024, we have found that it was not ignored – there is evidence of some investigations being done in June 2024. However, it was not completed nor an outcome issued. Nevertheless, there is nothing in the facts upon which the Tribunal could conclude that the failure to complete the investigation was influenced by the Claimant's race. Moreover, on the balance of probabilities, it is more likely that the failure was not deliberate and a consequence of significant work pressures in Mr Liptrot's team. Accordingly, whilst it is poor process on the part of the Respondent, it does not amount to an act of direct race discrimination.
101. This allegation therefore fails.

Sub-issue 1.4: The Claimant's dismissal letter referred to an appeal deadline of 5 days not 7 days

102. It is common ground that this in fact happened. We have accepted Ms Sherat's evidence that it was an administrative error on her part, not a deliberate act, and not influenced by the Claimant's race. In any event, there cannot be said to be a less favourable treatment in circumstances where the Claimant recognised (and notified HR of) the error.

103. This allegation therefore fails.

Sub-issue 1.5: The Claimant's request for MSL was rejected

104. We have rejected on the facts the allegation that IO Cameron refused or otherwise dissuaded the Claimant from taking leave. To the contrary, we have found that IO Cameron was supportive and flexible in respect of the Claimant's leave requests, to seek to balance the Claimant's work and training commitments against the needs of his young family.

105. We have also rejected on the facts the related allegation that IO Cameron challenged the Claimant's legal status to work in the UK.

106. This allegation therefore fails.

Sub-issue 1.6: The Claimant was dismissed

107. We have made factual findings as to the reasons for the Claimant's dismissal: in essence, dismissal was for the reason that the Claimant's written and oral communication skills were not up to the standard required for the role and there was nothing to suggest there would be sufficient improvement if his probation was to be extended further. We have found that AFSM Dewis, who made the decision to dismiss, was not influenced in that decision by the Claimant's race. We have also rejected the Claimant's suggestion that AFSM Dewis was not an impartial manager to undertake the probation hearing.

108. This allegation therefore fails.

Conclusion on direct race discrimination

109. The complaints of direct race discrimination are not well-founded and are dismissed.

HARASSMENT CONTRARY TO S.26 EQUALITY ACT 2010

110. There are 6 alleged acts of unwanted conduct to address, as set out in the LOI. These are the same acts as are relied upon as less favourable treatments and addressed above under the direct race discrimination complaint.

Sub-issue 4.1: The Respondent changed the Claimant's probation dates

111. We refer to our findings under the direct race discrimination complaint. Under this complaint, we have to consider not whether the conduct of the Respondent was "because of" race but whether it was "related to" race. This boils down to a question of whether the Claimant's verbal and written English communication skills (which we have found to be the reason for the changes to the Claimant's probation dates) can properly be said to be "related to" race.

112. As Ms Ahmad pointed out in her closing submissions, there are cases where language requirements can be found to be indirectly discriminatory. This is discussed in the EHRC Employment Statutory Code of Practice from [17.44]. However, this case was not advanced as a case of indirect race discrimination (i.e. that someone of the Claimant's race is put at more of a

disadvantage than others by a requirement to have good verbal and written English skills), and had it been then the Respondent would have had a very strong justification argument given the nature of the Claimant's role.

113. In the judgement of the Tribunal, verbal and written English communication skills are not "related to" race. There is no reason why the race of a person will necessarily affect their ability to have or develop verbal and written English communication skills to a level suitable for the role of an FSA. Whilst the words "related to" are intended to be broad, to stretch them to cover the present situation would go far too far.

114. In any event, the conduct of the Respondent here, even if it can be said to be unwanted (in the sense that the Claimant wanted to be accepted in role rather than his probation extended), does not come remotely close to meeting the requirement of section 26(1)(b) EQA. Given our findings as to the reasons for the Claimant's probation being extended, the conduct did not have the proscribed purpose. The Claimant's gave little evidence as to the effect (he referred to "significant stress and anxiety about the future") but, in all the circumstances, we do not accept the conduct can reasonably be said to have had the proscribed effect.

115. This allegation therefore fails.

Sub-issue 4.2: The Respondent fabricated reports

116. We refer to our findings under the direct race discrimination complaint. Only the allegation in relation to the Claimant not having sight of the 17 July 2023 report succeeded on the facts. However, on no reasonable basis can the failings / poor administration of IO Cameron in respect of that report be said to be "related to" race. There is nothing in the facts upon which the Tribunal could conclude that to be the case.

117. This allegation therefore fails.

Sub-issue 4.3: The Claimant's complaints were not investigated

118. We refer to our findings under the direct race discrimination complaint. There is nothing in the facts upon which the Tribunal could conclude that any failings of the Respondent in this regard were in any way "related to" the Claimant's race. Rather they were matters of poor process.

119. This allegation therefore fails.

Sub-issue 4.4: The Claimant's dismissal letter referred to an appeal deadline of 5 days not 7 days

120. We refer to our findings under the direct race discrimination complaint. This was an administrative error in no way "related to" the Claimant's race.

121. This allegation therefore fails.

Sub-issue 4.5: The Claimant's request for MSL was rejected

122. As set out in our findings under the direct race discrimination complaint, this

allegation failed on the facts.

Sub-issue 4.6: The Claimant was dismissed

123. We refer to our findings under the direct race discrimination complaint. As with sub-issue 4.1, we have to consider whether the Claimant's verbal and written English communication skills (which we have found to be the reason for the dismissal) can properly be said to be "related to" race. For the same reasons set out in relation to that sub-issue, we find that they are not.

124. This allegation therefore fails.

Conclusion on harassment related to race

125. The complaints of harassment related to race are not well-founded and are dismissed.

Conclusion

126. None of the complaints are well-founded and all are dismissed. Issues of remedy do not arise.

127. We recognise that this is not the outcome that the Claimant hoped for. Our reasons do record that there were certain failings on the part of the Respondent in the way the Claimant was dealt with: in particular, issues identified in the recruitment phase not being passed on to his line manager; poor administration in relation to his probation (including a report being recorded as signed off that the Claimant did not have sight of); and failings in how his complaints were dealt with. The Respondent will no doubt wish to consider what learning it can take from this case, and we note that Ms Shelat produced a review and learning points document identifying similar concerns to those we have found here. However, notwithstanding the poor practices that we did find, we have not found that the Respondent's treatment of / conduct towards the Claimant amounts to race discrimination or harassment related to race.

Approved by:

Employment Judge Abbott

Date: 1 February 2026

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and Transcription of Hearings, and accompanying Guidance, which can be found here:
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Annex: List of Issues

A Jurisdiction

- I. Given the date the claim form was presented and the dates of early conciliation, any complaint about something that happened before 11 February 2024 may not have been brought in time.
- II. If any complaint has not been brought in time, was there conduct extending over a period?
- III. If not, would it be just and equitable to extend time in respect of the complaints about matters that occurred before 11 February 2024?

Direct Race Discrimination (Sections 13 and 23 Equality Act 2010)

1 Did the respondent treat the claimant less favourably than his comparators in materially similar circumstances?

The actions relied on as less favourable treatment are:

1.1 The respondent changed the claimant's probation dates.

The claimant states that his contract provided for 3 probation review meetings during the first 6 months of probation. The claimant claims that he only had 1 probation review meeting, with Paul Cameron (the claimant's mentor).

On **14 September 2023**, Mr Cameron told the claimant that his probation was automatically extended by 2 months without giving him anything to sign.

Within the 2-month extended period, the claimant says that he had a meeting with Paul Green on **5 October 2023** (claimant doesn't know his position) about his development plan. Mr Green suggested that the claimant had agreed to 3 months extension of his probation and showed him a form, but the claimant alleges that the signature on the form was not his.

The claimant then got an email from Jo Rose (the Camden Team Leader) **1 December 2023** stating that his probation was extended for 12 months. The Claimant then received an email from Waheeda Patel (North Area Deputy Manager) **19 December 2023** changing the extension to 6 months.

The Claimant states that within a month, he had a meeting with Jo Rose and Heena Patel (Deputy Manager in Camden Team) changing the extension to 3 months).

Comparator – AB – ethnicity - white – AB started training the same day as the claimant.

1.2 The Respondent fabricated reports.

The Respondent fabricated a third assessment report **17 July 2023** reflecting a meeting that never took place (the Claimant thinks that the report was signed by

Paul Cameron). The claimant states that he never had a third meeting. The claimant also claims that no second report was produced.

The Claimant asserts that the alleged fabricated report was presented to him during his meeting with Paul Green on 5 October 2025 and that he complained during that meeting that the report had been fabricated. The Claimant also complained about the fabricated third report by email to Paul Green dated **6 October 2023**. He said they couldn't do anything. The claimant also complained to Waheeda Patel (**complaint raised verbally on 13 October 2023**). This issue was discussed at a meeting on **28 November 2023** with Heena Patel, Waheeda Patel, Pam Oparaocha and Jo Rose. There was no response. He also sent a formal complaint letter to Gareth Liptrot dated **22 April 2024**. There was no response.

The trainees had to do inspections. The claimant did them on several occasions with other trainees, namely AB, LC, RD and AM. He wrote up his reports of those inspections. Paul Cameron forced the claimant to add into his reports that Mr Cameron had been present at the inspections, when he had not been present and therefore this was false. Mr Cameron told the Claimant that if he did not do so he would lose his job

Comparator – AB

- 1.3 The claimant submitted a verbal complaint about his treatment to several managers Paul Green, John Carpenter, Heena Patel, Waheed Patel, Pam Oparaocha and Jo Rose. He submitted a written complaint to Gareth Liptrot, but his complaint was not investigated.

Comparator – Hypothetical

- 1.4 The claimant was informed via a letter signed by Ben Dewis (**letter dated 14 March 2024**) that he had to submit his appeal against the outcome of this probation hearing within 5 days and not the 7 days allowed under the probation procedure.

R accepts that this happened, but say it had nothing to do with the claimant's race.

Comparator - Hypothetical

- 1.5 The claimant's requests to take maternity support leave was rejected, causing him stress.

The claimant says since his baby was born on **20 June 2023**. He asked Paul Cameron for maternity support leave (MSL) by phone, on 20 June 2023 for a period of MSL between 26 and 30 June 2023. He made further requests for MSL and annual leave verbally on **7 and 18 July 2023** and by emails dated **9 July 2023, 25 August 2023 and 4 August 2023**. Mr Cameron told the claimant if took leave, he would lose his job.

Mr Cameron also asked the claimant whether he had proved to the HR department that he was entitled to work in the UK.

Comparator - MF, a white male colleague who started training shortly after the claimant. (The claimant says within the first month of his probation, MF was

allowed to take maternity support leave. MF was also allowed to take annual leave in addition to maternity support leave.)

1.6 The claimant was dismissed.

The claimant says that the respondent never went through the contract requirement with regard to probation reports - (only 1 probational report rather than the required 3). The respondent kept changing the probation period without any reason. The respondent falsified reports.

The first dismissal hearing was cancelled and changed to another date because the first notice of hearing did not explain the potential outcomes, including termination.

The claimant and AB both had the same mentor, Paul Cameron. Mr Cameron imposed different standards on the claimant and AB. Each of them had to write inspection reports and Mr Cameron assessed the claimant's reports more harshly than those of AB.

Ben Dewis was the chair at the dismissal hearing and he had already been involved and was not impartial.

Comparator – AB

2 If so, was this because of the protected characteristic of race?

3 The claimant relies on the comparators indicated above. Alternatively, he will rely on a hypothetical comparator in a similar position to himself but not of Chinese ethnicity).

In the alternative - Harassment (section 26 Equality Act 2010)

4 Did the respondent do the following things?

4.1 The respondent changed the claimant's probation dates

His contract provided for 3 probation report meetings during the first 6 months of probation. The claimant claims that he only had 1 probation report meeting, with Paul Cameron - (the claimant's mentor).

On **14 September 2023** Mr Cameron told the claimant that his probation was automatically extended by 2 months without giving him anything to sign.

Within the 2-month extended period, the claimant says that he had a meeting with Paul Green on **5 October 2023** (claimant doesn't know his position) about his development plan. Mr Green suggested that the claimant had agreed to 3 months extension of his probation and showed him a form, but the Claimant alleges that the signature on the form was not his.

The Claimant then got an email from Jo Rose (the Camden Team Leader) **1 December 2023** stating that his probation was extended for 12 months. The Claimant then received an email from Waheeda Patel (North Area Deputy Manager) **19 December 2023** changing the extension to 6 months.

The Claimant states that within a month, he had a meeting with Jo Rose and Heena Patel (Deputy Manager in Camden Team) changing the extension to 3 months).

4.2 The respondent fabricated the claimant's reports

The Respondent fabricated a third assessment report **17 July 2023** reflecting a meeting that never took place (the claimant thinks that the report was signed by Paul Cameron). The claimant states that he never had a third meeting. The Claimant also claims that no second report was produced.

He complained about the fabricated third report by email to Paul Green dated **6 October 2023**. He said they couldn't do anything. The claimant also complained to -Waheeda Patel (**complaint raised verbally on 13 October 2023**). This issue was discussed at a meeting on **28 November 2023** with Heena Patel, Waheeda Patel, Pam Oparaocha and Jo Rose. There was no response. He also sent a formal complaint letter to Gareth Liptrot dated **22 April 2024**. There was no response.

The trainees had to do inspections. The claimant did them on several occasions with other trainees, namely AB, LC, RD and AM. He wrote up his reports of those inspections. Paul Cameron forced the claimant to add into his reports that Mr Cameron had been present at the inspections, when he had not been present and therefore this was false. Mr Cameron told the Claimant that if he did not do so he would lose his job

4.3 The claimant complained about his treatment to several managers - **Paul Green, John Carpenter, Heena Patel, Waheed Patel, Pam Oparaocha and Gareth Liptrot**, but his complaint was not investigated

4.4 The claimant was informed via a letter signed by Ben Dewis (**letter dated 14 March 2023**) that he had to submit his appeal against the outcome of this probation hearing within 5 days and not the 7 days allowed under the probation procedure

4.5 The claimant's requests to take maternity support leave was rejected, causing him stress.

The claimant says since his baby was born on **20 June 2023**. He asked Paul Cameron for maternity support leave (MSL) by phone, on 20 June 2023 for a period of MSL between 26 and 30 June 2023. He made further requests for MSL and annual leave verbally on **7 and 18 July 2023** and by emails dated **9 July 2023, 25 August 2023 and 4 August 2023**. Mr Cameron told the claimant if took leave, he would lose his job.

Mr Cameron also asked the claimant whether he had proved to the HR department that he was entitled to work in the UK.

4.6 The claimant was dismissed.

The Claimant says that the respondent never went through the contract requirement with regard to probation reports - (only 1 probational report rather than the required 3). The respondent kept changing the probation period without any reason. The Respondent falsified reports.

The first dismissal hearing was cancelled and changed to another date because the first notice of hearing did not explain the potential outcomes, including termination.

The claimant and AB both had the same mentor, Paul Cameron. Mr Cameron imposed different standards on the claimant and AB. Each of them had to write

inspection reports and Mr Cameron assessed the claimant's reports more harshly than those of AB.

Ben Dewis was the chair at the dismissal hearing and he had already been involved and was not impartial.

- 5 If so, was that unwanted conduct?**
- 6 Was it related to race?**
- 7 Did the conduct have the purpose of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?**
- 8 If not, did it have that effect?**
- 9 Was it reasonable for the conduct to have had that effect taking account of the claimant's perception and the other circumstances of the case?**