



EMPLOYMENT TRIBUNALS

Claimant: Ms Hayley Moore

Respondent: Dr Amit Koshal

**Record of a Hearing by CVP
at the Employment Tribunal
Audio Recorded by CVP**

Heard at: Nottingham

Heard on: 7, 8 and 9 October 2024

In chambers on: 10 October 2024

Before: Employment Judge M Butler

Members: Ms R Wills
Mr J Aktar

Appearances:

Claimant: In Person

Respondents: Mr J Goldman, Counsel

RESERVED JUDGMENT

The unanimous Judgment of the Tribunal is that:

1. The claim of unfavourable treatment for something arising from disability under section 15 of the Equality Act 2010 ("EqA") is not well founded and is dismissed;
2. The claim of harassment under section 26 EqA is not well founded and is dismissed;
3. The claim of post termination discrimination is not well founded and is dismissed;

4. The claim of unauthorised deductions from wages under section 13 of the Employment Rights Act 1996 (“ERA”) is not well founded and is dismissed.

RESERVED REASONS

Background

1. The Claimant presented her claim form to the Tribunal on 28 March 2023 following a period of Early Conciliation from 16 – 20 March 2023. She completed the claim form without the benefit of legal advice and the specific claims were unclear. She then obtained legal assistance and, following an application to amend her claim which was not opposed, her claims were confirmed as those referred to in the Judgment under sections 15 and 26 EqA and section 13 ERA.
2. The Claimant’s disabilities are complex PTSD, Recurrent Depressive Disorder and Emotionally Unstable Personality Disorder (EUPD). The Respondent concedes that the Claimant is disabled for the purposes of section 6 EqA because of these mental impairments but denies any knowledge that the Claimant suffered from them during her employment with him.
3. The Claimant attended the hearing as a litigant in person. At the commencement of the hearing, the Employment Judge took time to explain the procedure the Tribunal would follow and advise the Claimant that if she felt she needed a break during the hearing this could be facilitated by building regular breaks into the proceedings or having breaks when she requested them. In the event, there were regular breaks and the Claimant herself asked for a break on one occasion when she became upset giving evidence. The Employment Judge explained that the parties were entitled to make submissions when all of the witnesses had given their evidence and what submissions were. He indicated to the Claimant that as she was representing herself with no legal knowledge, she would be given time to prepare her submissions if she felt she could benefit from this. A break was offered at the end of the evidence for this purpose and the Claimant asked for 1 hour to prepare which was granted.

The Issues

4. **Discrimination arising from disability:**

Did the Respondent treat the Claimant unfavourably because of something arising in consequence of her disabilities by:

- (i) On 2 January 2023, after attempting suicide the day before, the Respondent responding to the Claimant’s statement that she was unwell and in hospital saying, *“This is not acceptable, how long are you going to be off for?”*
- (ii) Later on 2 January 2023, the Claimant having called the Respondent again to inform him she was too unwell to work and would be signed off by her Doctor, the Respondent saying, *“This is ridiculous and unprofessional. I have booked 2 hours out to hold a meeting with yourself to plan for the practice and I thought*

you were calling to apologise”.

- (iii) When the Claimant was signed off sick from 2 January 2023, the Respondent constantly calling, texting and including her in group emails which were written to humiliate her.
- (iv) The Respondent sending an email to the whole team criticising the Claimant for interviewing a Receptionist who did not meet the criteria making the Claimant feeling humiliated and inadequate.
- (v) On 16 January 2023, while the Claimant was still on sickness absence, inviting her to a probation meeting on 18 January 2023 stating that one outcome of the meeting could result in the termination of her employment.

If the Respondent did all these things, can he show that the treatment of the Claimant was a proportionate means of achieving a legitimate aim?

5. Harassment on the grounds of disability:

Was the following conduct of the Respondent unwanted in relation to the Claimant's disability:

- (i) The Respondent's comment when the Claimant telephone him on 2 January 2023 that *“This is not acceptable, how long are you going to off for?”*
- (ii) The comment in the second call made by the Claimant on 2 January 2023 to the Respondent who said, *“This is ridiculous and unprofessional. I had booked 2 hours out to hold a meeting with yourself to plan for the practice and I thought you were calling to apologise”.*
- (iii) The comments made by the Respondent in an email of 1 February 2023 that, *“As for mental health, mine has been significantly affected by you not working your notice period”.*

Did this conduct have the purpose or effect of violating the Claimant's dignity and creating an intimidating, degrading, humiliating, hostile and offensive environment for the Claimant?

6. Post termination discrimination:

Did the Respondent discriminate against the Claimant following her resignation arising out of the working relationship which use to exist between them by:

- (i) Stating in the email of 1 February 2023 that his mental health had been significantly affected by the Claimant not working her notice period.
- (ii) In the same email stating that the comments the Claimant had allegedly made about him in her interview with another dental practice was hurtful and not forward thinking on the Claimant's part and by threatening to withhold her salary if the work mobile phone in her possession was not returned by 6

February 2023.

- (iii) On 16 January 2023 disclosing the Claimant's resignation letter which had details of her medical conditions and suicide attempt with other staff members.

7. Unauthorised deduction from wages involved:

Was the Respondent's decision to withhold the Claimant's final salary in lieu of the cost of the unreturned mobile phone authorised by the Claimant?

The Evidence

8. We heard oral evidence from the Claimant and from Miss Anees Bashir, former Receptionist at the Respondent's Dental Practice, and for the Respondent from the Respondent himself and Miss Laura Needham, Head Nurse, Mrs Jade Price, a Dental Nurse with administrative duties until her resignation on 12 July 2024, and Mrs Samantha Seaman, a Receptionist at one of the Respondent's Dental Practices. All witness provided witness statements and were cross-examined.
9. There was an agreed bundle of documents comprising 432 pages and references to page numbers in this Judgment are to page numbers in the bundle.

The Facts

10. This is a case where the majority of the allegations made by the Claimant have met with a blanket denial from the Respondent. In many instances, therefore, it was necessary for us to determine whose account we preferred and we have set out our reasons for those preferences in our conclusions below.
11. In relation to the issues before us, we find the following facts on the balance of probabilities.
- 11.1. The Claimant was born on 19 April 1987 and spent a significant part of her working life in the dental sector including as a Practice Manager.
- 11.2. The Respondent runs two Dental Practices in Derby and employs around 18 people. He has been suffering from a neurological condition which has hampered his own ability to carry out dental work for some time.
- 11.3. The Claimant applied to the Respondent for the position of Practice Manager, to manage both practices, and was interviewed for the position in October 2022. The interview notes taken by the Respondent are at pages 212 and 213. She was offered the position by email from the Respondent on 9 October 2022 and she accepted the offer by email on the following day (page 214-215).
- 11.4. During the interview the Claimant was presented with a series of scenarios and ambitions for the practice which she discussed with the Respondent. The Claimant did not disclose to the Respondent at her interview that she had been diagnosed with Recurrent Depressive Disorder in 2021, PTSD in April 2022 and EUPD in April 2022.

- 11.5. The Claimant commenced employment on 7 November 2022. Her Terms and Conditions of Employment begin at page 217 and at clause 4.1 provide a 6-month probationary period. The Claimant signed these terms and conditions on 13 October 2022 (page 226).
- 11.6. On her first day of employment on 7 November 2022, the Claimant completed the Respondent's health screening questionnaire (pages 178-180). In response to the question "*Are you currently receiving medical treatment?*" the Claimant confirmed she was but limited her answer to "*B12 injections*". In response to the question asking whether she had suffered from mental illness and/or stress related problems she answered "*Yes*" but qualified this by the word "*Past*". She did not reveal her mental health diagnosis nor did she confirm she was taking medication in relation to her mental impairments.
- 11.7. In November 2022, the Respondent had a disagreement with an Associate Dentist who worked in his practice. She had been given extended leave by the Respondent to get married and their agreement was that she would make up lost time on 1 day each week for 10 weeks. However, when she returned from her honeymoon, she indicated she was no longer prepared to do that and would be spending that day each week working in another friend's Dental Practice. The Associate Dentist was a close personal friend of the Respondent and he had been best man at her wedding. He was disappointed from a commercial point of view that her decision would have financial repercussions for his practice. This disagreement was not the cause of any mental distress to the Claimant whose medical records throughout November and December confirm that she had no issues or problems in her employment with the Respondent.
- 11.8. In December 2022, the Claimant decided to organise an event to provide meals for the emergency services. The Claimant organised this and tried to encourage certain members of staff to help her. Some of them agreed to do this and others did not. There was an undercurrent of unrest from the staff who struggled to understand why they would be providing free meals to those in the Fire and Police services when those people earned more than the members of staff who worked at the Respondent. We accept the Respondent's version of events that he had no issue with the event. The Respondent did not say to other members of staff that the Claimant's idea for the event was in any way unwelcome or inappropriate.
- 11.9. The Christmas party for the Respondent's staff was held on 22 December 2022. The Claimant arrived late. The staff occupied two large tables and one smaller one. When the Claimant arrived there was only seating available on the smaller table at which the Associate Dentist referred to above was sitting with one or two others. The Claimant voluntarily took one of the seats at that table and we do not accept she was instructed to sit there by the Respondent or that the Associate Dentist was sitting at the table alone.
- 11.10. The Claimant's marriage had broken down earlier in 2022 and she had a new partner. Around Christmas time, she allowed him to use her work mobile phone and gave him the pin number so he could unlock it and make calls

ostensibly because he was waiting for his new phone to be delivered.

- 11.11. On 31 December 2022/1 January 2023 the Claimant had an argument with her partner and she left the house alone. Using her work mobile phone, her partner sent text messages to the Respondent and his employees saying, *“Hi this is Lee, Hayley’s partner could you please contact her on her personal phone as I am worried sick about her just see if you could talk sense into her and not to drive I will walk to fetch her and car if need be she’s had far too many and gone out after a bit of a disagreement. If you can find out where she is that would be brilliant. Sorry to trouble you and look forward to meeting one day Lee”*. This message was sent at 1.53am on 1 January 2023.
- 11.12. On 2 January 2023, the Claimant called the Respondent to inform him she was unwell and hospitalised suffering from a chest infection/bronchitis. She did not advise him she had attempted suicide by taking an overdose of her medication pills. The Respondent told the Claimant about the text message he and staff members had received from her partner of which she said she was unaware. She confirmed to the Respondent that she had given her partner the work mobile and pin number due to problems he had experienced with his own mobile phone. In a second call on the same day, the Claimant advised the Respondent she was to be signed off work.
- 11.13. Following that call the Claimant sent a text message to the Respondent and other staff members saying, *“I’m sitting here with him (her partner) now. His answer to me he was worried sick. Yes there was a disagreement and he went out. So I did too to meet a few friends. As for drink driving that is not the case and Lee can rectify all of this which he has caused. I sincerely apologise. I had no idea of this whatsoever as being in hospital and had my own personal phone. I’ve just been reading the messages he has sent from this phone. I absolutely have no words. I’m so sorry Amit (Respondent) – yes it is my fault about the pin, I gave for him to communicate with myself until his new phone arrived, I never thought it would be abused this way that is all my fault I’m so sorry. x”*

During this period of 1-2 January 2023, the Claimant did not advise the Respondent that she had attempted suicide.

- 11.14. The Claimant forwarded her fit note to the Respondent dated 4 January 2023 which said she was not fit for work for 7 days due to Laryngo Bronchitis only. A further fit note was submitted on 11 January 2023 stating the Claimant was not fit for work for 7 days due to Otitis Media (ear infection). Again, there was no mention of mental health issues or attempted suicide.
- 11.15. On 16 January 2023, the Respondent invited her to a probation meeting on 18 January 2023 (page 237). The penultimate paragraph of that letter states, *“Please be aware that an outcome of the meeting could result in termination of your employment”*.
- 11.16. In response to that letter, later the same day, the Claimant replied to the invitation making various allegations that the Respondent had been sending hostile text messages and made derogatory comments to and about her. For

the first time she confirmed (page 240) that she had attempted suicide. She resigned with immediate effect and returned her work laptop the following day. The Respondent wrote to her on 17 January 2023 (page 242) asking for the work phone and practice keys. The Claimant returned the keys but not the work phone and the Respondent again wrote to her requesting this be returned on 21 January 2023 (page 246). He chased again on 24 January 2023 advising that if it was not returned by 27 January 2023 he would have to retain any salary owed to her to recoup the cost of the mobile phone.

- 11.17. On 31 January 2023, the Claimant emailed the Respondent saying she had not yet located the work phone and asking for her salary to be released. Her email began, *“You are aware I am unwell in previous emails”*. By this time, the Respondent had been made aware through one of his own staff members that the Claimant had been interviewed for the position of Practice Manager at another practice in Derby. He had been told that the Claimant had made allegations about the Respondent in her interview which he addressed in his response by saying, *“As for my mental health, mine has been significantly affected by you not working your notice period, having to deal with staff and contacted by your partner, not to mention revisiting tasks already delegated to you in November/December. Further, listening to comments made by you to another practice in a job interview nonetheless was hurtful, not to mention not forward thinking on your part”*.
- 11.18. The Respondent had no influence on the decision of the owner of the other practice of which the Claimant had attended and interviewed in her not being appointed and had not spoken to the owner of that practice.
- 11.19. The Claimant subsequently advised the Respondent that her now former partner had stolen the work mobile phone and the Police confirmed he had sold it. The Respondent deducted the cost of the mobile phone from the wages due to the Claimant which meant she received nothing. The deduction was made under the Deductions from Pay Agreement signed by the Claimant on 7 November 2022.
- 11.20. For the avoidance of doubt, we do not accept the Claimant’s allegation that the Respondent shared her letter of resignation and, therefore, the fact that she had attempted suicide with other staff members in a meeting with them. We find that this did not happen.

Medical Facts

12. The Tribunal was provided with a number of documents relating to the Claimant’s health and we considered it appropriate to note these within the Judgment.
13. A letter from University Hospitals of Leicester dated 2 January 2023 confirms the Claimant had been admitted on that date and discharged on the same day following an overdose of antidepressants (page 77).
14. Her letter to the Claimant’s GP from Leicestershire Partnership NHS Trust dated 5 December 2022 states that in an assessment relating to her mental health *“(the Claimant) told me that she works as a Manager in a Dental Practice. She denied any*

problems in terms of her work” (page 183).

15. Her GP record for 2 January 2023 makes reference to her hospital admission and states, *“Hayley reports she has been in her current relationship for 6 months, her partner has his own mental health issues which impact her”*. Further, it states, *“Hayley reports she intends to return to work after her suspected chest infection has cleared up...”*. (page 185). It also records *“Employment: started new job in November which she is enjoying”*. (page 186).
16. Her fit note at page 188 says she was not fit for work due to a chest infection until 9 January 2023. Her next fit note dated 11 January 2023 said she was not fit for work due to Otitis Media (an ear infection) (page 191).
17. On 7 February 2023 her GP records state, *“... worried about possible new relationship – overwhelmed – took an impulsive overdose. Felt stupid afterwards”* (page 192).
18. An entry in her GP records on 8 July 2023 records, *“HM stated that she tried to commit suicide in December due to bullying and harassment at work. HM mentioned January 2023, she had sent an email to her work colleague (Director of the practice) to inform them that she will be going on sick leave as she was feeling suicidal, and her work colleague had shared this information with the rest of her team”* (page 199).
19. The Claimant’s fit note dated 21 July 2023 states she had the conditions of *“Chest infection and attempted suicide – seen at hospital on 2 Jan”*. (page 202).

Submissions

20. We do not rehearse the submissions of the parties here. Insofar as they are relevant to the Tribunal’s discussions and conclusions, they are referred to in that section of the Judgment. We confirm we took careful notice of those submissions in reaching our conclusions.

The Law

21. Section 15 of the Equality Act 2010 provides:

“(1)A person (A) discriminates against a disabled person (B) if—

(a)A treats B unfavourably because of something arising in consequence of B’s disability, and

(b)A cannot show that the treatment is a proportionate means of achieving a legitimate aim.

(2)Subsection (1) does not apply if A shows that A did not know, and could not reasonably have been expected to know, that B had the disability.”

22. Section 26 of the Equality Act 2010 provides:

“(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.

(2) A also harasses B if—

(a) A engages in unwanted conduct of a sexual nature, and

(b) the conduct has the purpose or effect referred to in subsection (1)(b).

(3) A also harasses B if—

(a) A or another person engages in unwanted conduct of a sexual nature or that is related to gender reassignment or sex,

(b) the conduct has the purpose or effect referred to in subsection (1)(b), and

(c) because of B's rejection of or submission to the conduct, A treats B less favourably than A would treat B if B had not rejected or submitted to the conduct.

(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.

(5) The relevant protected characteristics are—

- age;*
- disability;*
- gender reassignment;*
- race;*
- religion or belief;*
- sex;*
- sexual orientation.”*

23. Section 108 of the Equality Act 2010 provides:

“(1) A person (A) must not discriminate against another (B) if—

(a) the discrimination arises out of and is closely connected to a relationship which used to exist between them, and

(b) conduct of a description constituting the discrimination would, if it occurred during the relationship, contravene this Act.

(2) A person (A) must not harass another (B) if—

(a) the harassment arises out of and is closely connected to a relationship which used to exist between them, and

(b) conduct of a description constituting the harassment would, if it occurred during the relationship, contravene this Act.

(3) It does not matter whether the relationship ends before or after the commencement of this section.

*(4) A duty to make reasonable adjustments applies to A **[F1 if B is]** placed at a substantial disadvantage as mentioned in section 20.*

(5) For the purposes of subsection (4), sections 20, 21 and 22 and the applicable Schedules are to be construed as if the relationship had not ended.

(6) For the purposes of Part 9 (enforcement), a contravention of this section relates to the Part of this Act that would have been contravened if the relationship had not ended.

(7) But conduct is not a contravention of this section in so far as it also amounts to victimisation of B by A.”

24. Section 13 of the Employment Rights Act 1996 provides:

“(1) An employer shall not make a deduction from wages of a worker employed by him unless—

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker’s contract, or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

(2) In this section “relevant provision”, in relation to a worker’s contract, means a provision of the contract comprised—

(a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or

(b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in

relation to the worker the employer has notified to the worker in writing on such an occasion.

(3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.

(4) Subsection (3) does not apply in so far as the deficiency is attributable to an error of any description on the part of the employer affecting the computation by him of the gross amount of the wages properly payable by him to the worker on that occasion.

(5) For the purposes of this section a relevant provision of a worker's contract having effect by virtue of a variation of the contract does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the variation took effect.

(6) For the purposes of this section an agreement or consent signified by a worker does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the agreement or consent was signified.

(7) This section does not affect any other statutory provision by virtue of which a sum payable to a worker by his employer but not constituting "wages" within the meaning of this Part is not to be subject to a deduction at the instance of the employer.

[F1]*(8) In relation to deductions from amounts of qualifying tips, gratuities and service charges allocated to workers under Part 2B, subsection (1) applies as if—*

(a) in paragraph (a), the words "or a relevant provision of the worker's contract" were omitted, and

(b) paragraph (b) were omitted.]”

25. We were not referred to any case law in submissions but refer to case law as we deemed relevant and appropriate in our conclusions below.

Discussion and Conclusions

26. The Claimant appeared before the Tribunal as a litigant in person. The Employment Judge was careful to explain the procedure to be followed in the hearing, to give breaks as necessary for the Claimant and to give her time to prepare her submissions. Having said that, she had received the benefit of legal advice and representation in the preparation of her claim and this factor was relevant to our discussions.

27. We firstly comment on the credibility of the evidence we heard. We did not find the Claimant to be a credible witness. Most of the allegations of bullying and harassment by the Respondent were based on alleged comments in telephone calls of which

there was no record and emails which were not produced. The Claimant argued that she could not produce those emails because her access to the dental practice's computer system was terminated on her resignation. She seemed somewhat indignant about this action by the Respondent but given the confidential data contained on the system we would have been surprised had her access not been withdrawn.

28. It is here that the fact that Claimant was represented during the course of the litigation becomes relevant because, if the emails she has referred to existed, her representatives could and should have asked the Respondent to disclose them. Further, the Claimant agreed the hearing bundle without any of these emails contained within in it and made no attempt herself to request they be included.
29. We also find that the Claimant's assertion that she told the Respondent at her interview that she suffered from complex PTSD and EUPD to be unreliable. She clearly stated that she had in the past suffered with her mental health but that it was not ongoing. Further, there is no mention of the medication which she was clearly taking at that time. Indeed, the medical records produced to the Tribunal only covered the period of her employment and nothing of substance before.
30. The Claimant also claims that she was bullied by the Respondent throughout November and December but there is no evidence of any disagreement between them or any bullying by the Respondent. Indeed, although the Claimant states that the Respondent was opposed to her charitable event for the emergency services, and there is evidence that he was aware of it, there is still no evidence that he made the comments attributed to him.
31. Moving forward in time, we address the Claimant's attempted suicide. She asserts that the trigger for this was the bullying and harassment she experienced by the Respondent. However, her medical records reveal that her then partner was suffering from mental health issues, he sent a text to the Claimant's colleagues and the Respondent saying he was worried about the Claimant because she had driven off after having been drinking and the Claimant's GP records also show that their relationship triggered her own mental health issues. Indeed, the only references to her work around this time revealed that she seemed to be happy there and reported no issues and was, in fact, enjoying it.
32. In relation to the allegation that the Respondent shared her resignation letter confirming her suicide attempt with the wider team of employees, the Claimant can only point to the evidence of Miss Bashir. It was perfectly evident to the Tribunal that Miss Bashir had, for reasons unknown, issues with the Respondent. Her evidence in relation to the date of the alleged meeting where the Respondent shared the resignation letter with other staff members is inaccurate by several weeks. Further, her criticisms of the Respondent and his alleged behaviour are not supported by the fact that she introduced her sister to the practice for a vacancy that existed. We did not find this evidence to be reliable.
33. We also noted that the fit notes produced for the purposes of this hearing do not mention attempted suicide until July 2023 and then only after the Claimant had taken steps to have them recorded on the fit note. This follows the Claimant's evidence, recorded in her GP records, that when she met her Consultant Psychiatrist she made no mention of the alleged bullying and harassment she had suffered at work at the

hands of the Respondent. This is all the more surprising and completely lacking in credibility when her medical history and her mental impairments are considered.

34. In contrast, we found the evidence of the Respondent and his witnesses to be credible, consistent and honestly given. The Respondent himself addressed two emails which he said he had been unwise to send relating to his own struggles with health issues and frustration with the Claimant leaving without working any notice. Whereas the Claimant was unable to produce any emails supporting her assertion that the Respondent had bullied or harassed, he himself freely disclosed emails which, with the benefit of hindsight, he would rather not have sent.
35. The witnesses who attended in support of the Respondent were consistent in their evidence. One witness no longer works for the Respondent but still attended to give evidence which was consistent with both the Respondent's evidence and that of her former colleagues. We accepted their evidence as being entirely credible.
36. The Tribunal concluded that the Claimant's account was misleading and unsupported by any evidence. We have considered this conclusion in the light of the decision in *Igen Limited & Others v Wong [2005] IRLR 258*. It is established law that in determining discrimination cases, Tribunals must consider whether evidence has been produced to them from which they could find that there has been discrimination and, if so, the burden of proof will pass to the Respondent to show that the Claimant had not been discriminated against. In applying this established principle, we are unanimously of the view that there is no evidence from which we could find there has been discrimination or harassment. Even in relation to the allegations made by the Claimant post termination, there is simply no evidence that the Respondent had anything to do with the Claimant not being appointed as the Practice Manager of another Dental Practice in Derby.
37. Indeed, we take the view that the Claimant misled the Respondent in relation to her mental health issues and then attempted to mislead the Tribunal through allegations which could not be corroborated by any reliable evidence. We conclude she also attempted to bolster her claim by prevailing upon those people treating her to include references to suicide in their own records several months after the event.
38. Accordingly, the claims of discrimination and harassment fail and are dismissed.
39. In relation to the unauthorised deduction from wages in respect of the cost of the mobile work phone provided to the Claimant which was lent and then allegedly stolen by her then partner, we have referred to a document signed by the Claimant in respect of allowable deductions for the loss of property which will include mobile phones. The Claimant signed this and thereby consented to the deduction made by the Respondent. Accordingly, that claim must also fail and is dismissed.

Employment Judge M Butler

Date: 25 November 2024

JUDGMENT SENT TO THE PARTIES ON

.....26 November 2024.....

.....

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

"Recordings and Transcription

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:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>