



Civil Resolution Tribunal

Date Issued: June 9, 2022

File: SC-2021-008633

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Geometry Integrated Health Ltd. v. Meier*, 2022 BCCRT 678

BETWEEN:

GEOMETRY INTEGRATED HEALTH LTD.

APPLICANT

AND:

ANDREA MEIER

RESPONDENT

AND:

GEOMETRY INTEGRATED HEALTH LTD.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about an electronic money transfer. The applicant and respondent by counterclaim is Geometry Integrated Health Ltd. (Geometry). The respondent and applicant by counterclaim is Andrea Meier. I will refer to Andrea Meier by their full name because they did not provide a preferred pronoun or title when asked.
2. Geometry says it mistakenly transferred \$2,110.06 to Andrea Meier. It says Andrea Meier has refused or ignored its demands for repayment. Andrea Meier admits that they received the money and Geometry sent it in error. However, they submit that they are not obligated to correct Geometry's error.
3. Andrea Meier counterclaims for \$3,500. They say that Geometry's employee threatened them with criminal charges and legal proceedings. They claim compensation for resulting emotional distress and suffering. Geometry denies the counterclaim as meritless.
4. Geometry's employee, SG, represents it. Andrea Meier is self-represented.
5. For the reasons that follow, I find Geometry has proven its claims. I also dismiss Andrea Meier's counterclaims.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.

7. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
8. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

10. The issues in this dispute are as follows:
 - a. Must Andrea Meier reimburse Geometry the \$2,110.06 it paid her in error?
 - b. Is Andrea Meier entitled to any compensation for emotional distress?

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Geometry and Andrea Meier must each prove their respective claims and counterclaims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and arguments that I find relevant to provide context for my decision. I note that Andrea Meier did not provide reply submissions about their counterclaim, though they had the opportunity to do so.

12. The background facts are largely undisputed. A screenshot shows that on November 8, 2021, Geometry sent Andrea Meier \$2,110.06 by an electronic money transfer. It is undisputed that Geometry's employee, SG, meant to send the funds to a contractor and sent the funds to Andrea Meier by mistake.
13. I find that Andrea Meier learned about the mistaken transfer by November 10, 2021 at the latest. SG sent an email that morning to Andrea Meier asking for the return of the money. Andrea Meier says they read it at 11:40 a.m. It is also undisputed that SG called Andrea Meier on that date about the return of the money and later left a voicemail message. I find it likely that at least one of the email, phone call, or voicemail message reached Andrea Meier to explain the situation. SG also sent follow-up emails on November 10, 16, 24, 2021.

Issue #1. Was Andrea Meier unjustly enriched by a payment from Geometry, and if so, what is the appropriate remedy?

14. I find Geometry's claim is based on the law of unjust enrichment. The legal test requires Geometry to prove that 1) Andrea Meier was enriched, 2) Geometry suffered a corresponding deprivation, and 3) there is no juristic reason for the enrichment of one at the expense of the other. See *Nouhi v Pourtaghi*, 2022 BCSC 807.
15. In *Connell v. Dreger*, 2021 BCCRT 1312, the applicants claimed for 4 electronic money transfers mistakenly sent to the respondent. The CRT member applied the test for unjust enrichment. He found that the respondent was enriched by the payment made by the corporate applicant, and the corporate applicant suffered a corresponding deprivation. The CRT member also found that the money was sent accidentally, so there was no valid basis for the enrichment. So, the CRT member ordered the return of all 4 money transfers.
16. While CRT decisions are not binding, I find the reasoning in *Connell* persuasive and applicable to this dispute. Here, I find it proven that Andrea Meier was enriched by the claimed amount of \$2,110.06 and Geometry suffered a corresponding deprivation. A screenshot shows the transfer, as discussed above. Further, Andrea

Meier admits to receiving the funds. It is undisputed that Geometry sent the money by accident and there is no allegation Geometry owed Andrea Meier any money, so I find there was no juristic reason for the enrichment. I therefore find it proven that Andrea Meier was unjustly enriched by \$2,110.06 and order them to pay Geometry this amount.

17. Andrea Meier points out that the payment was not their mistake. However, as stated in *Connell*, this is not an element for the test of unjust enrichment. Under the doctrine of unjust enrichment Andrea Meier is obligated to return the money that was mistakenly sent to them even if they are not at fault. See *Connell* at paragraph 18.
18. Andrea Meier also says that Geometry was rude and threatening. As in *Connell*, I find this irrelevant to the claim of unjust enrichment. See *Connell* at paragraph 20. I find this argument relates instead to Andrea Meier's counterclaim, discussed below.

Issue #2. Is Andrea Meier entitled to any compensation for emotional distress?

19. Andrea Meier says that SG, on behalf of Geometry, continually contacted and threatened them with the intent of inflicting emotional distress and psychological harm. In particular, Andrea Meier says SG threatened to contact the police and to contact current and past employers. I note that there is no evidence that SG contacted any such employers and SG denies doing so. In any event, Andrea Meier submits they suffered from emotional distress.
20. The BC Court of Appeal has held there must be some evidentiary basis for awarding damages for mental distress. See *Lau v. Royal Bank of Canada*, 2017 BCCA 253. As discussed in the non-binding but persuasive decision of *Eggberry v. Horn et al*, 2018 BCCRT 224, to be successful in a claim for mental distress there must be medical evidence supporting the mental distress.
21. Ultimately, I find Andrea Meier has not proven any damages. They provided no medical evidence to support their claim. There is no indication Andrea Meier missed

any work. There is nothing to show why the claimed amount of \$3,500 is appropriate. Given the lack of evidence, I dismiss Andrea Meier's counterclaim.

22. The *Court Order Interest Act* applies to the CRT. Geometry is entitled to pre-judgment interest on \$2,110.06 from November 10, 2021, the date Geometry notified Andrea Meier of the error, to the date of this decision. This equals \$5.50.
23. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find Geometry is entitled to reimbursement of \$125 in CRT fees. I dismiss Andrea Meier's claim for reimbursement of CRT fees. Neither party claimed dispute-related expenses.

ORDERS

24. Within 14 days of the date of this order, I order Andrea Meier to pay Geometry a total of \$2,240.56, broken down as follows:
 - a. \$2,110.06 as damages for unjust enrichment,
 - b. \$5.50 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
25. Geometry is entitled to post-judgment interest, as applicable.
26. I dismiss Andrea Meier's counterclaims.
27. Under section 48 of the CRTA, the CRT will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the CRT's final decision.

28. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

David Jiang, Tribunal Member