



Civil Resolution Tribunal

Date Issued: January 13, 2023

File: SC-2022-003543

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Greenlaw v. Provincial Health Services Authority operating as BC
Emergency Health Services, 2023 BCCRT 35*

B E T W E E N :

RICHARD GREENLAW

APPLICANT

A N D :

PROVINCIAL HEALTH SERVICES AUTHORITY operating as BC
EMERGENCY HEALTH SERVICES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about a missing BC medical card and missing prescription medications.

2. The applicant, Richard Greenlaw, says on October 8, 2021 they were taken to hospital by ambulance. Mr. Greenlaw alleges the paramedic attending the call at their home stole their medical card and medications. They claim \$3,333 from the respondent, Provincial Health Services Authority operating as BC Emergency Health Services (BCEHS), for the cost of replacing their medications and punitive damages. The applicant is self-represented.
3. BCEHS denies Mr. Greenlaw's claims and asks that I dismiss them. It asserts Mr. Greenlaw failed to prove the allegation due to lack of evidence. BCEHS also says the paramedic denied taking Mr. Greenlaw's medications and medical card, and that Mr. Greenlaw was unsure about when their medications were removed from their home. BCEHS is represented by a lawyer, Emma Abdjalieva.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.

7. 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.

Evidence

8. In their reply submissions, Mr. Greenlaw asks that I not consider evidence submitted by BCEHS because “some of” it violates doctor patient confidentiality and may also amount to slander. They also ask that this evidence be removed from the CRT’s system. However, Mr. Greenlaw does not specify the evidence to which they refer. I find all of BCEHS’s submitted evidence, including affidavit evidence from the attending paramedic, a transcript of the 911 call, BCEHS invoices and correspondence between the BCEHS billing department and Mr. Greenlaw, and Mr. Greenlaw’s Patient Care Record Summary for the incident in question, relevant to Mr. Greenlaw’s claims. By initiating this dispute, Mr. Greenlaw put their treatment by BCEHS in issue, which I find waives any doctor patient confidentiality that may have attached to BCEHS’s submitted evidence (see *Swirski v. Hachey*, 1995 CanLII 617 (BCSC)).
9. I make no finding about Mr. Greenlaw’s allegation of slander because they did not make a claim in respect of this allegation and because slander is outside the CRT’s small claims jurisdiction, as expressly set out in CRTA section 119(a).
10. For the reasons above, I decline Mr. Greenlaw’s request that I not consider BCEHS’s evidence and that it be removed from the CRT’s system.

ISSUE

11. The issue in this dispute is whether BCEHS is liable to Mr. Greenlaw for the cost of replacing their missing medications, and if so, whether Mr. Greenlaw is also entitled to punitive damages.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, the applicant Mr. Greenlaw must prove their claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
13. Mr. Greenlaw explains that they called an ambulance and advised they were slipping in and out of consciousness, and that they told the call operator the paramedics could find a key under their front mat if they did not answer the door. They say that on arrival, the paramedics went through their cupboards and took their medications, then rifled through their wallet and took their medical card without their knowledge or permission. I note Mr. Greenlaw says the incident occurred on October 8, 2021 while BCEHS records show it was October 7, 2021. I find the BCEHS records more reliable than Mr. Greenlaw's memory, in part because Mr. Greenlaw admits they were in and out of consciousness. So, I accept the incident happened on October 7, 2021, though nothing turns on this.
14. I find Mr. Greenlaw's claim is based on what is known in law as the tort of conversion. Conversion involves wrongfully holding on to another person's property and claiming title or ownership of that property. To prove conversion here, Mr. Greenlaw must show a wrongful act by BCEHS involving handling, disposing, or destroying their medications and medical card, and that the act had either the effect or intention of interfering with Mr. Greenlaw's right or title to those items (see *Li v Li*, 2017 BCSC 1312 at 214).

15. The difficulty for Mr. Greenlaw is they have not shown BCEHS committed a wrongful act involving their personal property. They say the paramedic took their medications and medical card without their knowledge or permission but they have provided no supporting evidence of this. As noted above, Mr. Greenlaw bears the burden of proving his claims. Mr. Greenlaw's unsupported assertion that this is what happened is not proof that it did actually happen.
16. On the other hand, BCEHS submitted a sworn affidavit from the paramedic who attended the call on October 7, 2021. The affidavit evidence describes how when the paramedic arrived at Mr. Greenlaw's home, Mr. Greenlaw was not able to respond to basic questions including the nature of their complaint. It also describes the paramedic's standard practices of recording medical card information and information about any medications patients take while assessing them at the call-site, and not taking medications or medical cards to the hospital. The affidavit evidence explains that the attending paramedic did not ask Mr. Greenlaw about any medications they took because their low level of responsiveness meant their answers would likely be unreliable. It shows that the paramedic recorded Mr. Greenlaw's personal health number and date of birth using his computer at Mr. Greenlaw's home. Finally, it explains that the paramedic did not take Mr. Greenlaw's medications or medical card with him when he transported Mr. Greenlaw to the hospital, and that he has never stolen medications or personal identification from a patient.
17. Given the detail of the incident provided and the description of the attending paramedic's standard practices, I find BCEHS's affidavit evidence more credible than Mr. Greenlaw's unsupported assertion that the paramedic stole his medications and medical card.
18. BCEHS also submitted a transcript of the 911 call from Mr. Greenlaw's landlord on October 7, 2021. The transcript shows the landlord reported Mr. Greenlaw was very confused and unable to answer questions about their age and where they lived. I find the call transcript corroborates the affidavit evidence about Mr. Greenlaw's confusion and responsiveness. I find Mr. Greenlaw's confusion likely impacted his ability to

accurately recall whether the attending paramedic went through his cupboards and his wallet without his knowledge or permission.

19. I turn to email correspondence in evidence between Mr. Greenlaw and BCEHS's billing department. In that correspondence, Mr. Greenlaw alleged that BCEHS staff removed prescriptions and their medical card from their home in reference to an invoice for ambulance service on August 4, 2021. In another email, Mr. Greenlaw referred to prescriptions that were stolen on November 26, 2021. I find BCEHS's records are likely accurate, and Mr. Greenlaw has not suggested otherwise.
20. Based on the evidence before me, I find BCEHS's account of what happened on October 7, 2021 more likely than Mr. Greenlaw's account. So, I find Mr. Greenlaw has not proven BCEHS committed a wrongful act involving their medications and medical card. I find BCEHS is not liable to them for the cost of replacing their missing medications. It follows that Mr. Greenlaw is not entitled to punitive damages.

ORDER

21. I dismiss Mr. Greenlaw's claims and this dispute.

Megan Stewart, Tribunal Member