Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Giggs v. Michel (dba Soma MD Advanced Medical Aesthetics)*, 2026 BCCRT 1062

BETWEEN:

KRYSTLE GIGGS

APPLICANT

AND:

MONICA MICHEL (Doing Business As SOMA MD ADVANCED MEDICAL AESTHETICS)

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Andrea Ritchie, Vice Chair

INTRODUCTION

1. The applicant, Krystle Giggs, went to the respondent doctor, Monica Michel, who does business as Soma MD Advanced Medical Aesthetics, for dermal filler. Mrs. Giggs says Dr. Michel negligently performed the procedure, resulting in a permanent facial deformity. Mrs. Giggs claims a total of $3,037.50 for a refund of

the procedure, the cost of visiting a second doctor, and corrective treatment. Mrs. Giggs represents herself.

2. Dr. Michel denies any negligence. She says Mrs. Giggs consented to the treatment risks. Dr. Michel is represented by a lawyer, Deanna Froese.

JURISDICTION AND PROCEDURE

3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 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. These are the CRT's formal written reasons.

4. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. Some of the evidence in this dispute amounts to a "she said, she said" scenario. Specifically, about what the parties discussed when Mrs. Giggs attended Dr. Michel's office for treatment. However, I find that cross-examination offered through an oral hearing is unlikely to resolve the issue, given each party has already provided their recollections. Bearing in mind the CRT's mandate and that neither party requested an oral hearing, I decided to hear this dispute through written submissions.

5. CRTA section 42 says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.

Soma MD's Corporate Status

6. In the Dispute Response, Dr. Michel stated that Soma MD is a medical corporation through which she provides aesthetic medical services. However, Dr. Michel did not provide any evidence that Soma MD is a corporation, which is a separate legal entity. Dr. Michel's invoice for Mrs. Gigg's treatment refers to "Soma MD".

7. It is a well-established legal principle that if a person enters a contract as an agent for a corporation, they must advise the other party of that fact. Section 27 of the British Columbia *Business Corporations Act* requires that a company must display its name when conducting business. There is no indication here that Soma MD is incorporated, so I find Mrs. Giggs' contract was with Dr. Michel personally.

Use of artificial intelligence

8. In her submissions, Mrs. Giggs refers to several prior CRT cases and sections of the CRTA, which either do not exist or do not say what Mrs. Giggs says they do. To the extent the cases' neutral citations exist, the real cases do not stand for the legal bases that Mrs. Giggs represents that they do. For example, Mrs. Giggs cites *Panchal v. Singh*, 2020 BCCRT 949, alleging it was about negligent eyebrow microblading. In reality, the correct citation is *Roofix Services Inc. v. Mike Stanfield (dba Kitchen Cabinets for Less)*, 2020 BCCRT 949, and relates to an agreement to install a kitchen exhaust roof vent. So, I find the citations provided by Mrs. Giggs are likely "hallucinations", meaning false or misleading results generated by artificial intelligence. The CRT has no obligation to address arguments with no basis in law. So, while I have reviewed all of Mrs. Giggs' evidence and submissions, I have only addressed what is relevant in my decision.

ISSUE

9. The issue in this dispute is whether Dr. Michel's aesthetic work was negligent, and if so, what are Mrs. Giggs' damages.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant Mrs. Giggs must prove her claims on a balance of probabilities (meaning "more likely than not"). As noted, while I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision.

11. Mrs. Giggs attended Soma MD in September 2023 for Botox aesthetic treatment. Clinical records show that during her Botox appointment, she expressed interest in facial dermal fillers. Dermal fillers are hyaluronic acid injections that smooth folds and add volume to facial features. She returned to Soma MD on October 11, 2023, and Dr. Michel placed injectable dermal fillers in those areas.

12. Mrs. Giggs says that immediately afterwards she noticed swelling near her eyes, which progressed to uneven swelling, a blue tinge under her left eye (Tyndall effect), and a new puffy area on her right cheekbone (malar bag or festoon). Mrs. Giggs reported her concerns to Soma MD and Dr. Michel. She says her complaints were dismissed and no corrective action was offered.

13. On December 7, 2023, Mrs. Giggs saw Dr. Dennis Lo at YES Medspa for a second opinion. Dr. Lo injected hyaluronidase, which dissolves the filler, and some of Mrs. Giggs' complaints resolved. She says she still has the malar bag or festoon under her right eye, which she says is now permanent. Mrs. Giggs says that Dr. Michel failed to meet the applicable standard of care when performing the aesthetic procedure.

Negligence

14. As stated in *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27, to prove negligence, Mrs. Giggs must establish that Dr. Michel owed her a duty of care, she breached the applicable standard of care, and that Mrs. Giggs suffered harm as a result of Dr. Michel's breach.

15. Generally, in claims for professional negligence, it is necessary for an applicant to show a breach of the standard of care through expert evidence. Mrs. Giggs argues that because this dispute is at the CRT, and is not a British Columbia Supreme Court case, that a formal medical legal report is unnecessary. She says the CRT routinely decides consumer disputes using practical evidence, such as clinical notes, objective records, photos, and receipts. While I agree with Mrs. Giggs that the CRT does do so, in this specific dispute, I find expert evidence is necessary. I

say this because the subject matter of medical consent and the proper placement of dermal fillers is technical and beyond the knowledge and expertise of an ordinary person.

16. As a medical practitioner performing aesthetic medical procedures, I accept that Dr. Michel owed Mrs. Giggs a duty of care. The question, then, is whether Dr. Michel breached the applicable standard of care. Mrs. Giggs argues Dr. Michel was negligent in 2 ways: (1) that Dr. Michel injected the dermal filler in an area that Mrs. Giggs did not consent to, and (2) that Dr. Michel's performance of the procedure did not meet the standard of a reasonably competent medical professional because the filler was not injected deeply enough.

Consent

17. Mrs. Giggs says she consented to temple and cheekbone filler only. She says she did not consent to tear trough injections, which she argues is what Dr. Michel provided. So, Mrs. Giggs says Dr. Michel cannot rely on the consent she provided.

18. Mrs. Giggs signed a "Dermal Filler Consent" form on September 30, 2025. In the form, she acknowledged that the risks and complications of dermal filler were explained to her, including, but not limited to, discomfort, swelling, discolouration, and lumpiness. Mrs. Giggs says this form should not apply because it is too generic. However, I find it accurately represents what Mrs. Giggs was likely told by Dr. Michel and other employees at Soma MD.

19. Additionally, Dr. Michel says she had a lengthy, 60-minute discussion with Mrs. Giggs about the expectations and outcomes for dermal filler on October 6, 2023. Dr. Michel says she specifically discussed the risks of bruising, bleeding, and infection, the possibility of the filler migrating or the formation of nodules, and the risk of blindness and necrosis. Dr. Michel says Mrs. Giggs had many questions, and she answered all of them.

20. On October 11, 2023, Mrs. Giggs attended Soma MD for the dermal filler appointment. Dr. Michel says she landmarked the areas where she would place the

filler with a pen, and discussed the specific injection sites with Mrs. Giggs. She says it is her general practice to have the patient review the markings to see where the injections will be placed. She specifically remembers discussing with Mrs. Giggs that the filler would be placed bilaterally in her cheekbone, at area CK3, which is the base of tear trough, as well as in the temples. Soma MD's contemporaneous clinical records show that Mrs. Giggs was injected with Volift, a branded hyaluronic acid filler, into CK3 on both cheeks. Mrs. Giggs asserts no issue with the temple filler.

21. Mrs. Giggs says she was not shown any markings near her eyes. She says that even if cheek filler was discussed, it was not consent for tear trough injections.

22. The problem for Mrs. Giggs is that there is insufficient evidence that the dermal fillers were injected into her tear troughs. The medical records show the injections were into her cheekbones. While Dr. Lo's letter says that the injections were supposed to be cheek but "by records was tear trough", he does not explain how he came to that conclusion. The evidence before me indicates the injections were into Mrs. Giggs' cheeks. So, I find Mrs. Giggs did consent to the cheek filler location.

Was Dr. Michel negligent in performing the dermal filler procedure?

23. As noted above, I find expert evidence is necessary in this dispute to establish the applicable standard of care. Mrs. Giggs did not provide any expert evidence. To the extent she relies on Dr. Lo's letter, I find it is not critical of Dr. Michel or Soma MD's work. Rather, it documents Mrs. Giggs' complaints and Dr. Lo's recommendations and treatment for correction. Mrs. Giggs argues that Dr. Michel placed the dermal filler too superficially, though Dr. Lo's letter does not comment on this.

24. Dr. Michel provided a medical legal report from Dr. Haneef Alibhai, a physician since 1993 who has been practicing aesthetic medicine at MD Cosmetic & Laser Clinic for the past 25 years. I accept Dr. Alibhai is qualified to give an expert opinion on the standard of care when providing aesthetic medical procedures.

25. Dr. Alibhai was asked to review Mrs. Giggs' relevant medical records, her complaints to Soma MD, Dr. Lo's records, and Dr. Michel's statement. In his report,

Dr. Alibhai said that Dr. Michel injected appropriate products in appropriate dosages for both Mrs. Giggs' temple and cheek injection sites. Dr. Alibhai stated that lumpiness and unevenness can occur after CK3 filler injections for several reasons, including when filler is placed too superficially, is misplaced or overfilled, due to pre-existing facial symmetry or fat pad descent, or product migration or integration issues. He also explained that the blue tinge is a discolouration that can appear when a filler is injected too superficially or too close to the surface of the skin.

26. Dr. Alibhai also gave the opinion that even an experienced physician who follows proper techniques when injecting at CK3 can still result in patients experiencing malar bags, festoons, lumpiness, and unevenness. Additionally, he gave the opinion that the blue tinge can happen, though rare, even if a physician properly placed the filler deep at CK3, because the filler migrates superficially through tissue planes. He says this is particularly so in thinner-skinned individuals.

27. Specifically, he stated that even with a deep injection, it is still possible for filler to end up in a superficial plane, due to a combination of the patient's anatomical variability and the filler's physical properties.

28. While I acknowledge Mrs. Giggs' submission that Dr. Alibhai did not examine her, I find his report is informative and helpful. I place significant weight on it. Dr. Alibhai clearly explained the applicable standard of care, which is to inject the right product, in the right dosage, into the right area. However, Dr. Alibhai did not say that Dr. Michel's injection was too superficial, nor did he say how deep it was.

29. While the blue tinge may be caused by superficial injection, Dr. Alibhai also said it can occur when injecting to the right depth. Other than her own allegation, Mrs. Giggs' has not provided any supporting evidence that Dr. Michel's CK3 injections were not to the correct depth. Without more, I find Mrs. Giggs has not proved Dr. Michel was negligent in performing the dermal filler procedure. I say this because I am not satisfied that Mrs. Giggs' ultimate complaints, the malar bag or festoon, intermittent swelling, and blue tinge, were the result of Dr. Michel's alleged negligence. Instead, I find it is possible that the filler either migrated or failed to

properly integrate into Mrs. Giggs' tissue, in combination with Mrs. Giggs' anatomical makeup. There is nothing in the evidence, specifically in Dr. Lo's or Dr. Alibhai's reports, that indicate Dr. Michel acted improperly or negligently in performing the procedure.

30. In summary, I find Mrs. Giggs has not proved that Dr. Michel failed to meet the relevant standard of care of an aesthetic medical practitioner when she performed the dermal filler procedure.

Contract law

31. Mrs. Giggs also argues Dr. Michel breached the parties' contract by failing to deliver the medical procedure with reasonable skill and care. For the same reasons identified above, I find this unproven.

Business Practices and Consumer Protection Act

32. Further, Mrs. Giggs says Dr. Michel marketed and charged for a professional cosmetic procedure that was not performed safely or competently. She argues this misrepresentation was a breach of section 4 of the *Business Practices and Consumer Protection Act* (BPCPA).

33. BPCPA section 4(1) defines a deceptive practice as a representation or conduct that could deceive or mislead a customer. BPCPA section 4(3) sets out representations made by a supplier of goods or services that are considered deceptive acts or practices. Mrs. Giggs did not explain precisely what deceptive act or practice she alleges Dr. Michel engaged in, but I infer it was section 4(3)(a)(ii), which says it is a deceptive act or practice if a supplier represents that the services are of a particular standard, quality, grade, style, or model, if they are not.

34. As I have found that Mrs. Giggs has not proved that Dr. Michel failed to meet the standard of a reasonably competent aesthetic medical provider, I also find that she has not proved Dr. Michel mispresented the services under the BPCPA.

Health Professions Act

35. Finally, Mrs. Giggs argues that Dr. Michel breached section 16 of the *Health Professions Act*, which she says required Dr. Michel to ensure competent, safe care.

36. The *Health Professions Act* was repealed as of April 1, 2026, but I find Mrs. Giggs' argument has no merit in any event. I say this because section 16 of the *Health Professions Act* sets out the duty and objects of a college, not of any individual health practitioner. So, I find that section does not apply to Mrs. Giggs' claim against Dr. Michel.

Conclusion

37. In conclusion, I find that Mrs. Giggs has not proved that Dr. Michel was negligent, breached the parties' contract, or breached the BPCPA or the *Health Professions Act*. As a result, I dismiss Mrs. Giggs' claims for a refund for the procedure and for reimbursement of corrective treatments.

Fees and expenses

38. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Mrs. Giggs was unsuccessful, I dismiss her claim for reimbursement of tribunal fees and dispute-related expenses.

39. Because Dr. Michel was successful, she would be entitled to reimbursement of the $25 she paid in tribunal fees, plus dispute-related expenses. Initially, Dr. Michel claimed $400 for the cost of obtaining records and $3,500 for Dr. Alibhai's expert report as dispute-related expenses. However, in submissions Dr. Michel clarified that she abandoned her claim for reimbursement of expenses or costs. So, I make no order.

ORDER

40. Mrs. Giggs' claims are dismissed.

Andrea Ritchie, Vice Chair