

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 1564 – Pacific Institute of Culinary Arts

1. Introduction

The Complainant was enrolled in the Baking and Pastry Arts Program [Program] and filed a complaint against the Institution [Complaint] on February 12, 2024, before being dismissed from the Program on February 26, 2024.

The Complainant exhausted the Institution's dispute resolution process [DRP] prior to filing this Complaint.

The matter at issue relates to the appropriateness of the written evaluations conducted by the Institution.

For the reasons outlined below I find the Institution did not mislead the Complainant regarding a significant aspect of the Program and, accordingly, deny the claim.

2. Statutory Scheme

Section 23(1) of the *Private Training Act* [PTA] provides that a student may file a claim against the Student Tuition Protection Fund [Fund] on the ground that a certified institution misled the student regarding any significant aspect of an approved program in which that student was enrolled. Claims are filed with the Trustee, being the minister or the person to whom the minister has delegated the relevant powers or duties.

Claims must be filed no later than one year after the student completed or was dismissed or withdrew from the program and only after the student has exhausted the institution's dispute resolution process.

Following receipt of the complaint, the process is as follows:

Claim the student was misled		
Who	What	When
Trustee	Gives a copy of the claim to the institution	As soon as practicable
Institution	May respond to the claim [Response]	Within 15 days of receiving a copy of the claim from the Trustee
Trustee	Gives the Response from the institution, if any, to the student	Within 15 days of receiving the Response from the institution
Student	May reply to the Response from the institution [Reply]	Within 15 days of receiving the Response from the Trustee
Trustee	Must give the Reply from the student, if any, to the institution	Within 15 days of receiving the Reply from the student
Trustee	Adjudicates the claim to determine whether any refund should be issued, and provides written reasons to the student, the institution, and the registrar.	

If a claim is approved, the Trustee may authorize payment from the Fund of all or a portion of the tuition paid to the institution by or on behalf of the student. Section 25(4) of the *Fees and Student Tuition Protection Fund Regulation* requires that payments from the Fund be directed first to the government if all or a portion of the tuition was paid using funds from a provincial or federal student assistance program, and then to the claimant.

3. Program Information

Program:	Baking and Pastry Arts
Start date:	September 25, 2023
End date:	March 22, 2024
Dismissal date:	February 26, 2024
Total charged:	\$ 22,950
Tuition:	\$ 20,800
Application fee:	\$ 150
Textbook and course materials fees (incl. equipment and uniforms):	\$ 2,000
Amount paid to date by Complainant:	\$ 12,310
Amount of tuition paid to date by Complainant:	\$ 10,160

4. Issues

The following issue arises for consideration: Was the Complainant misled in respect of the evaluations conducted by the Institution?

5. Chronology

September 25, 2023	Program start date
January 11, 2024	Complainant submits complaint to Institution and initiates DRP
February 1, 2024	Institution issues decision
February 10, 2024	Institution notifies Complainant has outstanding balance
February 26, 2024	Complainant dismissed from Program

6. Analysis

The issue complained about, as described by the Complainant in the complaint submitted to the Institution on January 11, 2024, is as follows:

The first half of the program *Foundations* was *not delivered as promised in the contract*. The contract says that I will receive "weekly assessment and evaluation by Chef/Instructor based on completion of daily learning exercises, attendance, attitude and homework completion." (See page 7 on the attached contract). This assessment was not done. What I received (along with every other participant in the course) were 9 identical daily grades of 94% all on one night (please see attached screen capture). Note that the first week does not count since everyone receives 75% automatically for the first week. Also, these grades were not a valid form of grading since my "completion of daily learning exercises and homework completion" were not identical from day

to day. More importantly, I did not receive the formative and summative assessment as described on the POST rubric.

I note that the term POST used by the Institution means Professionalism, Organization, Safety and Technical standards.

In response, the Institution submits it did conduct regular evaluations. In addition to the nine assessments (80% of total grade) complained about, the Complainant had six quizzes and a midterm practical exam (together, 20% of total grade).

The Institution acknowledges it did not provide the results of the disputed assessments for approximately eight weeks but denies this affected the Complainant's learning experience. The Institution says the Complainant's score of 96.8% on the midterm exam confirms he was excelling in the Program. The Institution offered to provide a full written assessment for each week of attendance and a review of content, if necessary, in addition to a \$1,500 rebate (conditional on the payment of outstanding fees). The Institution adds that elements of the foundation course are reviewed during the second half of the Program.

The Complainant did not accept the Institution's offer and was dismissed from the Program on February 26, 2024 for having been absent from the Program more than 10 days.

7. Decision

The adjudicative task for me, as trustee, is to determine whether the Complainant was misled in relation to a significant aspect of the Program. For a claim to be successful, there must be concrete evidence that the institution promised something related to a significant aspect of the program that it objectively failed to deliver.

I find the Complainant was not misled in respect of the timely provision of the assessment results and, accordingly, dismiss the claim. Meaningful evaluations are a critical and essential component of learning. While the provision of the assessment results was untimely, the Institution's offer to conduct additional assessments and provide a rebate was reasonable in the circumstances. Further, the Complainant's mark on the midterm exam is a good indicator that they were not unduly affected by the late provision of the earlier assessment results.

For these reasons, I deny the Complaint.

This decision is final. The Trustee does not have authority to re-open or reconsider the decision and there is no appeal under the PTA. Parties may wish to seek legal advice regarding a judicial review by the BC Supreme Court.

July 19, 2024



Joanna White
Trustee, Student Tuition Protection Fund