

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3162 – CDI College of Business, Technology & Health Care

### 1. Introduction

The Complainant completed the 3-year Denturist program [Program] on January 27, 2023 and filed a complaint against the Institution on December 4, 2023 [Complaint] seeking a refund for tuition paid in respect of Year 3.

Denturists are regulated by the BC College of Oral Health Professionals (BCCOHP) (formerly the College of Denturists of BC (CDBC)) [Regulator]. One of the Regulator's requirements to challenge the registration exams on graduation of the Program is the completion of a 900-hour internship in Year 3.

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

The matter at issue relates to the Institution's representation that the Complainant could complete the internship in-house. While this issue was eventually resolved and the Complainant successfully completed his registration exams, the Complainant is seeking a partial refund of tuition paid in respect of Year 3. The Complainant submits:

The internship changed from a format that required CDI to provide adequate instructors, patients, materials and administrative time in order to meet internship requirements to an internship completely done outside the school by students and a licensed denturist mentor at private clinics who provided the time, mentoring, materials and patients. This change means that CDI's overhead to run originally planned internal internship which would reasonably constitute necessary tuition costs from students changed significantly to the point where the fact that students were still required to pay the full original tuition amount feels quite unwarranted.

**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* [Act] 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 of instruction 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:	Denturist
Student Enrollment Contract – Year 1:	
Start date:	September 8, 2020
End date:	June 18, 2021
Student Enrollment Contract – Year 2:	
Start date:	June 21, 2021
End date:	March 11, 2022
Student Enrollment Contract – Year 3:	
Start date:	March 21, 2022
End date:	December 23, 2022
Revised end date:	January 27, 2023
Graduation date:	January 27, 2023
Total charged:	\$ 65,725
Tuition:	\$ 68,400
Application fee:	\$ 150
Assessment and Administration Fees:	\$ 325
E-Resources and Materials fees:	\$ 6,850
Tuition Reduction (Scholarship):	\$ 10,000

Amount paid to date by Complainant:	\$ 65,725
Tuition paid for Year 3	\$ 24,004
Total tuition paid	\$ 58,400

#### 4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant in respect of the 900-hour internship delivered in Year 3 of the Program?

#### 5. Chronology

<b>September 8, 2020</b>	- Year 1
<b>June 18, 2021</b>	
<b>June 21, 2021</b>	- Year 2
<b>March 11, 2022</b>	
<b>February 2, 2022</b>	Regulator confirms Institution has not met the requirements to incorporate internship in the Program
<b>February 7, 2022</b>	Complainant, on behalf of Cohort 6, raises concerns with Institution in respect of internship delivered in house and not meeting Regulator's requirements
<b>February 11, 2022</b>	Institution confirms it will respond within 30 days
<b>February 17, 2022</b>	Institution issues decision [ <b>Decision 1</b> ]
<b>March 1, 2022</b>	Representative of Cohort 6 responds
<b>March 21, 2022</b>	Year 3 start date
<b>May 2022</b>	Email exchanges between Complainant and Regulator related to the internship requirement. Regulator confirms it has not been contacted by the Institution about the internship.
<b>August 10, 2022</b>	Institution confirms 900-hour internship must be done externally
<b>December 23, 2022</b>	Year 3 original end date
<b>January 27, 2023</b>	Year 3 amended end date, Complainant graduates from Program
<b>October 27, 2023</b>	Complainant submits complaint to Institution
<b>November 29, 2023</b>	Institution issues decision [ <b>Decision 2</b> ]
<b>December 4, 2023</b>	Complainant files Complaint

#### 6. Analysis

The Complainant was enrolled in a 3-year dentist program that includes a 900-hour internship.

The Complainant's expectation, based on the Institution's representation, was that the third-year internship would be delivered in-house.

Prior to the start of Year 3, the Complainant, along with other students in Cohort 6, contacted the Institution to express their concern about the in-house delivery of the internship. At that point, students had become aware that the internship, a requirement to challenge the Regulator's registration exams, had not received the Regulator's approval to be delivered in-house.

The Complainant initiated the DRP by submitting a complaint to the Institution asking for confirmation that the in-house internship was approved by the Regulator. In the alternative, the Complainant asked the Institution refund fees paid in respect of Year 3.

In Decision 1, the Institution refers to the November 18, 2018 “approval letter” issued by the Regulator in respect of the in-house internship. The Institution confirms it is in contact with the Regulator and will provide an update.

In its May 27, 2022 email to the Complainant, the Regulator confirms it “has not been contacted by anyone from CDI College about beginning to register Cohort 6 for their internship”.

In Decision 2, the Institution refuses to issue a partial refund to the Complainant and says: “It has been determined that the 3rd-year clinical practice of the denturist program was intentionally designed to take place at the college's partner clinics”. This contradicts the information previously provided by the Institution in respect of the internship being delivered in-house.

In its Response, the Institution acknowledges “the student expected a recognized internship as part of the program, and we sincerely apologize for any confusion or inconvenience the student may have faced”. The Institution points to the Regulator’s November 19, 2018 letter which refers to an approval in principle. The Institution adds that the letter “did not provide further guidance on necessary actions or next steps. This lack of clarity/misunderstanding led to unexpected challenges, and we sincerely regret any inconvenience caused”. The Institution says that it eventually met the Regulator’s internship requirements by facilitating the provision of an external internship.

In respect of the fees for the Program, the Institution submits that the fees listed in each enrolment contract “do not necessarily imply that the expenses for each equivalent year are equivalent”. The Institution adds that it paid an additional \$6,000 in respect of the external internship and the Complainant received a \$10,000 scholarship when they enrolled in the Program.

## **7. Decision**

I find the Institution did not mislead the Complainant in respect of the 900-hour internship delivered in Year 3 of the Program and, on this basis, deny the claim.

The Institution relied on the Regulator’s “approval in principle” when it represented to Cohort 6 that the internship could be provided in-house, then adjusted course when it became aware that the internship requirement would not be met unless it was done externally.

The Complainant’s submission that the Institution unduly benefited because the internship was not provided in-house is not a basis for me to find the Complainant was misled in respect of a significant aspect of the Program.

The Complainant did attend the required 900-hour internship that met the Regulator’s requirement and was eligible to challenge the registration exams on graduation from the Program.

I note that it is the Institution's responsibility to ensure its programs meet the requirements of regulators. The confusion and miscommunication related to the provision of the internship could have been avoided had the Institution been more pro-active in ensuring compliance with the requirements of the Regulator.

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

Date: June 20, 2024



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**Joanna White**  
Trustee, Student Tuition Protection Fund