

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3581 – Visual College of Art and Design (VCAD)

### 1. Introduction

The student completed the Game Design and Development online program [Program] on June 24, 2023 and filed a complaint against the Institution on November 9, 2023 [Complaint].

The Complainant's basic allegation is that he did not receive the instruction that he was promised when he enrolled in the Program and that he was misled in relation to the content of the Program. He says that despite graduating [REDACTED], he did not learn how to make a video game and is lacking basic skills to find employment in the field. He also alleges that the curriculum and teaching materials (textbooks and software) are out of date.

The Institution denies that it misled the Complainant as alleged, or at all.

The Complainant exhausted the Institution's dispute resolution process [DRP] prior to filing this complaint. The matters at issue are: Was the Complainant misled in relation to the instruction, curriculum and learning objectives of the Program?

**For the reasons outlined below I find the Institution misled the Complainant regarding a significant aspect of the Program and, accordingly, approve 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 <b>[Reply]</b>	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:	Game Development and Design
Start date:	December 20, 2021
End date:	June 24, 2023
Graduation date:	June 24, 2023
Total charged:	\$43,383
Tuition:	\$41,833
Student Application Fee:	\$150
Course Materials Fees:	\$482
Textbooks Fee:	\$733
Administration Fee:	\$185
Amount paid to date by Complainant:	\$43,383
Amount of tuition paid to date by Complainant:	\$41,833

### 4. Issues

The following issues arise for consideration: Was the Complainant misled in relation to the instruction, curriculum and learning objectives of the Program?

### 5. Chronology

<b>November 29, 2021</b>	Institution promotional email attaching Program information
<b>December 1, 2021</b>	Complainant enrolls in Program
<b>December 20, 2021</b>	Program start date
<b>June 24, 2023</b>	Complainant graduates
<b>July 21, 2023</b>	Complainant initiates DRP and requests tuition refund.
<b>July 28, 2023</b>	Institution denies refund request <b>[Decision 1]</b>
<b>September 1, 2023</b>	Institution offers \$5,000 graduation scholarship as goodwill gesture. <b>[Decision 2]</b>
<b>September 6, 2023</b>	Complainant refuses resolution offer.

**October 23, 2023** Complainant advises he will accept the resolution offer but intends to file claim with PTIB. Institution responds that offer contingent on a final resolution of the dispute.

**November 9, 2023** Complainant files Complaint

## 6. Analysis

The Complainant alleges that he was misled about the Program throughout the enrolment process. He says he was told by an admissions representative during a telephone call that he “would learn everything you need to know to make a game” and points to advertisements on the Institution’s website which state: “Learn how to make video games for a living”. He says these representations were patently untrue. The Complainant also includes a November 29, 2021 email from the admissions representative setting out reasons to chose the Institution, the majority of which the Complainant alleges are false:

### Why VCAD?

- 89% of graduates found employment within months of graduating
- Train with industry-experienced instructors
- Get hands-on training using the latest tools and technology
- Network with industry professionals
- Build and outstanding portfolio to show off to potential employers
- And More

The Complaint is well articulated, detailed and systematically particularizes the alleged deficiencies in the Program and how the Institution failed to fulfill various promises made during the recruitment process. The Complainant alleges that the Program was “a rudimentary modelling and animation program, not a game development program” and that he was not taught the basic skills or technical knowledge to create a video game. The Program “...is completely lacking in any of the actual development aspects of creating video games. It is a rudimentary modelling course squished together with a basic animation program, with some video game themed classes sprinkled on top”. Despite the title of the Program, the Complainant says the curriculum was based almost entirely on film and television, not video games, and was “severely lacking and grossly out of date”. The Complainant says that far from employing “the latest tools and technology”, the software was 16 years old and the recommended textbooks were published in 2009. Finally, the Complainant argues that just because a topic is referenced in the program or course outline does not mean it was actually taught.

The Complainant alleges that there was no opportunity to “network with industry professionals” and that the advertised employment statistic (“89% of graduates found employment”) is not reflective of his experience. He says he knows of only one person from his graduating class that found employment in the field and that despite graduating with a [REDACTED] GPA and receiving [REDACTED] for his portfolio, he has applied unsuccessfully to dozens of jobs in the industry and has received consistent feedback that he needs to upgrade his skills.

The Complainant summarizes the Complaint as follows:

What should have been an experience of growth and new horizons has been a dream crushing and disheartening debacle for which I have nothing to show, aside from a massive debt and 18 wasted months. I am still unable to make a video game, despite finishing the program at the top of my class, and directly contradictory to what I was told by the recruiter and what VCAD claims in its own advertising. I would have learned more about game development if I had never enrolled in VCAD and spent 18 months learning from YouTube and other free tutorials. In fact, even during my time at VCAD, YouTube taught me more than any of my teachers ever did and was even necessary for me to be able to complete some of the assignments that my instructors should have taught us how to do.

The Institution's response during the DRP was essentially that it had fulfilled its contractual obligations and that the Program had covered the skills and topics listed in the program and course outlines. In its Response to the Complaint, the Institution acknowledges there are deficiencies in the Program curriculum, as currently structured:

While our program aims to provide a solid foundation in game development, including fundamental concepts and industry-standard tools, we acknowledge that certain practical aspects, such as player control mechanics, game logic, and packaging/exporting games, are vital components that contribute to a well-rounded education in this field. **The program is being redesigned to make all necessary updates and incorporate more practical exercises**, including the areas you've highlighted. [Emphasis added]

The Institution, in its Response, included an offer to refund \$17,554.

## 7. Decision

For the reasons outlined below, I find the Institution misled the Complainant in relation to the instruction, curriculum and learning objectives of the Program. Accordingly, I approve the claim.

The Complaint is comprehensive and painstakingly detailed. The Complainant has substantiated his allegations with numerous examples, together with supporting documentation. Most notably, the Institution has acknowledged that the Program is being redesigned taking into account the Complainant's feedback. In my view, such an acknowledgement is tantamount to an admission that the Program in its current form is deficient.

It is simply unacceptable that a student can complete a program entitled "Game Development and Design", receive top marks, and yet, in his own words, be "unable to make a video game". This signifies serious issues with the currency and content of the Program. The Complainant paid a lot of money for a Program based on representations made by the Institution during the enrollment process. The Institution failed to deliver a program that met the learning objectives promised to the Complainant.

I approve the claim and find the Complainant is entitled to a full refund of tuition paid.

As Trustee, in accordance with s.25 of the Act, I authorize payment of \$41,833 from the Fund. The payment will be directed in the following order: 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 second, to the Complainant.

The Institution is required to repay the total amount of \$41,833 to the Fund (Act, s.27).

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