

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

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

1. Introduction

The Complainant completed the Architecture Design and Technology online program [Program] on June 24, 2023, and filed a complaint against the Institution on December 6, 2023 [Complaint] asking for a full refund of tuition paid.

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

The Complainant alleges that, overall, the Program had no value and was not on par with other comparable programs. Specifically, the Complainant says they were misled in respect of the following: the Institution's representation made during recruitment; the timely provision of a laptop; the currency of and timely delivery of course materials and textbooks; and the Grad Show.

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 [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.
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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:	Architecture Design and Technology
Start date:	October 25, 2021
End date:	June 24, 2023
Graduation date:	June 24, 2023
Total charged:	\$41,073
Tuition:	\$37,026
Student Application Fee:	\$150
Course Materials Fees:	\$381
Textbooks Fee:	\$3,331
Administration Fee:	\$185
Amount paid to date:	\$26,544
Tuition reduction (Scholarships):	\$14,529
Tuition paid to date:	\$22,497

4. Issues

The following issues arise for consideration: Did the Institution mislead the Complainant in respect of the representations made during recruitment, the provision of a laptop, course materials and textbooks, and the Grad Show?

5. Chronology

October 25, 2021	Program start date
April 24, 2023	Complainant initiates DRP and submits complaint to Institution
May 3, 2023	Institution issues decision [Decision 1]
June 24, 2023	Complainant graduates
December 6, 2023	Complainant submits Complaint
December 13, 2023	Complainant submits complaint to Institution
December 20, 2023	Institution responds [Decision 2]

6. Analysis

The Complainant summarizes the Complaint as follows:

In conclusion I feel as though my time and money were being wasted at this school. I was offered a partial scholarship on the condition that I complete my courses, which I did, but I feel

as though my experience was bad enough and so far from up to par with many other industry leading schools that a full refund is needed and deserved in order to pursue a better education elsewhere.

I have listed the specific issues complained about:

Representations made during recruitment

The Complainant submits that, prior to enrolment, the Institution made the following false representations:

- *90% of graduates of the Program found work in the field*

The Institution responded that admission representatives “are aware false promises cannot be made” but cannot confirm the employment rate quoted.

- *The Institution offers a practicum and the services of a “career services expert”*

The Program does not include a practicum. The Complainant says they enrolled in the Program based on the Institution’s representation that it includes a “work experience/practicum” which would provide the necessary experience to gain employment. The Complainant adds that they were only offered an information session related to job search one month prior to graduation.

The enrolment contract does not specify the Program includes a work experience. The Institution provided evidence it contacted the Complainant to support them in their job search. In their Reply, the Complainant says the evidence shows a meeting was scheduled to discuss a cover letter, but the meeting was never held.

- *Credits earned in the Program are transferable toward an architecture degree*

The Complainant said they recently found out that none of the credits earned are transferrable.

The Institution did not respond.

Provision of a laptop

As an incentive to enrol, the Institution promised the Complainant a laptop equipped with software required for the Program. The laptop was delivered four months after the start of the Program. While waiting for the laptop to be delivered, the Institution suggested the Complainant use a trial software which “did not last enough to acquire a decent grade in the courses requiring it”. The Complainant adds that the laptop eventually delivered did not include the software required for the Program.

The Institution responds that the laptop was a “courtesy promotion” and “the student is responsible for having a device as per the signed Student Handbook” and adds that the laptop is not equipped with the full version of software. The Institution blames a third party for the delayed delivery and apologizes “if this may have hindered the student’s academic progress”.

Course materials and textbooks

The Institution charged the Complainant \$3,331 for textbooks and \$381 for course materials. The enrolment contract lists a flat fee for textbooks and does not include an itemized list.

The Complainant submits as follows:

The books provided were never even referenced by most instructors and that would be fine if most of the books provided weren't gravely out of date rendering them completely useless for any further reading. If I was provided with a legitimate copy of the textbook breakdown before signing to pay for the textbook fee (which is usually optional for any legitimate college) and had seen the dates of publishing of said books (especially for AutoCAD, Sketchup and Revit) I would have opted out and provided myself with a much cheaper solution even going through vitalsource bookshelf which is the method of choice provided by the college.

As an example, the Complainant says the 2012 Sketchup textbook has gone through multiple revisions since it was issued.

The Complainant adds that after they requested a breakdown of textbooks, the Institution provided a list that did not match what they had already been provided.

The Institution responds that it “understands the frustration regarding textbook availability and outdated materials. While we aim to provide necessary resources to support learning, challenges such as supply chain disruptions and curriculum updates can impact our ability to fulfill these promises”.

The Institution refunded \$ 579 for one book and course materials. The Institution adds that it provides books “as per industry standards” and points to a disclaimer related to “amendments to programs” which includes changes in textbooks.

Grad Show

The Complainant says the Institution represented the Grad Show would be attended by industry leaders. The Grad Show was conducted online, and the Institution did not provide a list of the employers who attended.

The Institution responds that four employers attended “the virtual Grad Show” which is organized to connect students with potential employers.

7. Decision

For the reasons outlined below, I find the Institution misled the Complainant in relation the currency of course material and textbooks, and the representations made in respect of the laptop.

The provision of a laptop is clearly part of the Institution’s marketing and recruitment strategy and is meant to entice students into enrolling in a program. A laptop is an essential learning tool, not a mere perk.

The laptop was delivered to the Complainant over four months after the start of the Program and the alternative offered by the Institution was not suitable. I find it is reasonable for the Complainant to expect, based on the Institution's representations, that the laptop would be delivered close to the start of the Program.

Based on the Institution's own submission, textbooks were not delivered on time and textbooks and course materials are outdated. I do not accept the Institution's submission that it aims "to provide necessary resources to support learning, [but] challenges such as supply chain disruptions and curriculum updates can impact our ability to fulfill these promises". The onus is on the Institution to ensure course materials used to deliver the Program are kept up to date and current, and textbooks are provided in a timely way. While in some instances there may be valid reasons for a delay in delivery, it is not for the Complainant to bear the repercussions. The Institution points to a general disclaimer related to amendments made to programs. The Institution cannot discharge its responsibilities by simply referring to a general disclaimer.

For these reasons, I accept the claim.

I do not find the Complainant provided sufficient evidence for me to find they were misled in respect of the representations made during recruitment or the Grad Show.

I note that the Institution submitted it was not aware of the employment rate quoted by its admission representative. This is not acceptable. Students rely on information provided during the recruitment period to make choices about their education, often with significant financial implications. In this case, the Complainant invested in excess of \$22,000 to attend the Program. The Institution should be able to respond to and be held accountable for representations made by its own recruitment staff, specifically as it relates to critical information such as employment rates.

As Trustee, I authorize payment of \$22,497 from the Fund.

The payment from the Fund 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 (Act, s.25).

The Institution is required to repay the total amount of \$22,497 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: July 18, 2024



Joanna White
Trustee, Student Tuition Protection Fund