

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

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

1. Introduction

The Complainant completed the online Interior Design program [Program] on June 24, 2023 and filed a complaint against the Institution on December 19, 2023 [Complaint].

The Complainant has exhausted the Institution’s dispute resolution process [DRP]. The matters at issue relate to alleged misrepresentations made by the Institution during the admissions process and the delayed delivery of a laptop.

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.	

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:	Interior Design
Start date:	September 7, 2021
End date:	April 1, 2023
Revised End date:	June 24, 2023
Graduation date:	June 24, 2023
Total charged:	\$ 45,639
Tuition:	\$ 41,146
Student Application Fee:	\$ 150
Course Materials Fee:	\$ 378
Textbooks Fee:	\$ 3,780
Administration Fee:	\$ 185
Tuition Reduction (Scholarships):	\$ (7,657)
Tuition refunded to date to Complainant:	\$ 2,821.44
Tuition paid to date by Complainant:	\$ 30,667.56

4. Issues

The following issues arise for consideration: Was the Complainant misled in relation to representations made during the admissions process and the delayed delivery of the laptop?

5. Chronology

July 2021	Complainant enrolls in Program
September 7, 2021	Program start date
January 24, 2022	Complainant receives laptop
June 24, 2023	Revised Program end date
September 2023	DRP #1
December 19, 2023	Complainant files Complaint
January/February 2024	DRP #2

6. Analysis

The Complainant completed the Program on June 24, 2023 and details a host of complaints about the Program and the Institution. While I have reviewed the entire Complaint, I have attempted to group similar concerns and refer only to the issues that may form the basis for a finding that the Complainant was misled.

Representations during admission process

The Complainant alleges she was pressured and rushed into enrolling in the Program. "I was told to 'sign them now and read them later' as I was on the phone with an advisor while going through them, this caused me to

not have a full understanding about the contracts I was signing.” She alleges the admissions representative used pressure tactics, including telling her that the application deadline was looming and if she didn’t immediately enrol, she would have to wait to enroll.

The Complainant says that when she enrolled, she was given the impression the Program was more flexible than it was. She says she was told she could be a part-time student and attend evening classes, and that it was possible to do the Program and work full-time. She did not find this to be the case and was told later that the Institution does not offer part-time and her options were to either watch recordings of classes or quit her job. She quit her job after completing the first course.

The Complainant alleges the Institution misrepresented the volume of coursework. She says she was told that classes would average an hour and she could expect two assignments per week, when in fact each class was three hours and she had to complete five assignments per week. “Being misled about the work load caused massive issues once I got into the heavier terms. Had I known what to expect beforehand I may have had second thought about enrolling as I was planning on working full time while going to school.”

The Complainant says that when she enrolled, she advised the Institution that she required [REDACTED] [REDACTED]. The [REDACTED] was provided for the first term, but she was subsequently told she needed to apply each term [REDACTED].

The Complainant says she was told the Program was accredited, when it was not.

In its Response, the Institution says it “...could not find any evidence supporting the claim” that the Institution had provided false or misleading information during the admissions process. It says “...we encourage students to ask all necessary questions to ensure they are well-informed before signing a contract...” and “[w]e always encourage the students to take their time to review the documents before signing.” It adds that the Complainant requested [REDACTED] for the first time in June 2022.

The Institution did not respond to the allegation regarding its accreditation status. This issue was addressed, however, in DRP #2. In its February 3, 2024 decision letter, the Institution refers to a December 9, 2021 email from the admissions representative confirming that the Program was not “CIDA certified”. The Institution cites this email as support for its position that the admissions representative was transparent and did not misrepresent the Program was accredited.

Course materials and laptop

The Complainant alleges she was misled in relation to what she was paying for. She says she was told she would have access “for life” to textbooks and course materials once she had paid for them, but that on completion of each term she was “locked out” of that term’s materials. She also objects to a \$3,780 charge for textbooks, when the majority of her textbooks were e-books and were not used or discussed in class. “I spent more time googling things, and you-tube for help than anything else”.

The Complainant says she was promised a laptop at enrollment but did not receive the laptop until four months after the start date. She says she needed the laptop in October 2021 and had to install software onto her

personal computer as a result of the delay. She also describes other technical issues she encountered trying to get the software to work.

In its Response, the Institution acknowledges the inconvenience caused by the delayed delivery of the laptop and explains that the delay was caused by “a delay from the manufacturer due to an overheating defect”. It adds that during the DRP, the Complainant was offered a refund of \$1,247 if the laptop were returned in good condition. The Institution reiterates this offer in the Response.

Other than confirming the importance of providing students with accurate and clear information about their program, the Institution does not respond to the allegations relating to the textbooks.

7. Decision

I find the Complainant was misled in relation to representations made during the admissions process and the delayed delivery of the laptop and approve the claim. The Complainant is entitled to a refund of tuition paid.

The claims process is set out in the Act, which is consumer protection legislation. As Trustee, I am the statutory decision maker entrusted with adjudicating claims within this framework, and as such, take note of the purposes of the Act, and specifically, the central concern of student protection.

The Complainant raises issues and concerns related to the Institution’s recruitment practices that mirror those made in other complaints against the Institution. There have been multiple successful complaints related to the delayed delivery of the laptop.

I find, in this case, the Institution misled the Complainant during the admissions process by making representations regarding the Program that were aimed at securing the Complainant’s enrolment, rather than providing fulsome information on which the Complainant could assess whether the Program was suitable for her circumstances. I find the Institution employed high-pressure sales tactics and misled the Complainant in respect of the flexibility of the Program and its compatibility with full-time employment. I do not find the Institution’s argument that there is no evidence of misrepresentation persuasive. Representations made during the admissions process are typically made in the course of a conversation and are rarely documented. New enrolment is always in the interest of the Institution, even where the program may not be a good fit for a prospective student. In this case, I accept the account of the Complainant with respect to what was said during those initial interactions.

On the issue of accreditation, I find credible the Complainant’s allegation that she was told the Program was accredited, when it was not. The December 2021 email the Institution relies on to clarify the Program is not accredited was sent three months after the start of the Program and presumably in response to the Complainant’s query.

Finally, I find the Complainant was misled in respect of the provision of the laptop. A laptop is an essential learning tool, not a mere perk. If the Institution is going to use the provision of a laptop as an enrollment or marketing incentive, the laptop must be provided at or close to the start of the Program. The Institution's explanation pointing to the manufacturer's delay or defect does not discharge its obligation to provide the laptop to the Complainant in a timely manner.

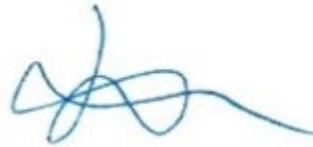
The Complainant is entitled to a refund of \$30,667.56. This accounts for tuition in the amount of \$2,821.44 refunded in April 2023.

As Trustee, in accordance with s.25 of the Act, I authorize payment of \$30,667.56 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.

The Institution is required to repay the total amount of \$30,667.56 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.

July 19, 2024



Joanna White
Trustee, Student Tuition Protection Fund