

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3789 – First College

1. Introduction

The Complainant withdrew from the Registered Massage Therapy program [Program] on August 21, 2023 and filed a complaint against the Institution on February 29, 2024 [Complaint] asking for a full tuition refund.

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

The matter at issue is the numerous changes in staff and instructors.

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:	Registered Massage Therapy
Student Enrollment Contract Year 1:	
Start date:	January 3, 2023
End date:	December 15, 2023
Student Enrollment Contract Year 2:	
Start date:	January 2, 2024
End date:	December 13, 2024
Withdrawal date:	August 21, 2023
Total charged:	\$ 34,750
Tuition:	\$ 32,000
Year 1:	\$ 17,000
Year 2:	\$ 15,000
Registration/ Application Fee:	\$ 150
Course Materials Fee:	\$ 900
Textbooks Fee:	\$ 1,700
Amount paid to date by Complainant:	\$ 14,050
Amount of tuition paid to date by Complainant:	\$ 11,300

4. Issue

The following issue arises for consideration: Was the Complainant misled in relation to the numerous staff and instructor changes at the Institution?

5. Chronology

January 3, 2023	Program start date
August 21, 2023	Complainant withdraws from Program
January 17, 2024	Complainant submits complaint to Institution and initiates DRP
January 22, 2024	Institution issues decision [Decision]
February 29, 2024	Complainant files Complaint

6. Analysis

The Complainant withdrew from the Program on August 21, 2023 citing her [REDACTED] [REDACTED] as the reason for her withdrawal.

The Complainant later clarified that the reason for her withdrawal was the frequent turnover of administrative and instructing staff. The Complainant says that, during the time she was enrolled in the Program, the Program director, Student Advisor, Office Administrator and five RMT instructors or Clinic Supervisors resigned. In support of her submission, the Complainant provided copies of emails from the Institution and staff advising students of staff changes. These changes, the Complainant alleges, resulted in a generalized feeling of instability and turmoil that was not conducive to a positive learning environment. This situation, the Complainant further alleges, negatively affected her [REDACTED].

The Complainant also refers to the uncertain accreditation status of the Program by the College of Massage Therapists of BC (CMTBC) and adds that none of the credits she earned were transferrable.

In response, the Institution acknowledges the changes in staff and instructors, but says the situation was beyond its control. The Institution submits that the Complainant did not personally experience a change in instructor, and changes in staff did not directly impact the Complainant. The Institution further submits:

... [t]here were no instructor changes during [Complainant's] time with us, and her academic performance reflects a solid grasp of the material. Additionally, we received no formal complaints from [Complainant] during her enrollment, and her reasons for withdrawal, as communicated to classmates and faculty, were solely related to personal reasons [REDACTED] [REDACTED].

The Institution denies any allegations related to CMTBC's accreditation of the Program.

7. Decision

The adjudicative task for me, as trustee, is not to assess whether the Program met the expectations of the Complainant, which it clearly did not. Rather, my task 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 the student something related to a significant aspect of the program that it objectively failed to deliver.

I have carefully reviewed the evidence submitted in support of the Complaint and find the Complainant was not misled in relation to the changes in staff, including instructional staff. While there was a period of high employee turnover, which is acknowledged by the Institution, I find the Program was delivered as contracted. For these reasons, I deny the claim.

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