

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 182 – Sprott Shaw College

1. Introduction

The Complainant was enrolled in the Practical Nursing Program [Program]. The Complainant filed a complaint against the Institution [Complaint] on June 12, 2024, after having been dismissed from the Program on November 28, 2023.

The Complainant alleges he was misled in relation to what he describes as a significant discrepancy in instruction and skills testing between the Institution's [REDACTED] [Campus #1] and [REDACTED] [Campus #2]. The Complainant completed Levels 1 and 2 of the Program at Campus #1 and, after taking a few months break for personal reasons, resumed Level 3 at Campus #2. The Complainant attributes his lack of success at Campus #2 and ultimate dismissal from the Program to the fact that certain practical skills were not covered during his time at Campus #1.

The Institution denies that it misled the Complainant as alleged, or at all. The Institution maintains the pace of the Program at both campuses is identical and that the Complainant has provided no evidence or proof of his allegations.

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

The matter at issue is: Was the Complainant misled in relation to the relative instruction provided at the two campuses he attended?

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* [PTA] 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:	Practical Nursing
Student Enrollment Contract #1	
Start date:	September 19, 2022
End date:	April 12, 2024
Withdrawal date:	July 4, 2023
Student Enrollment Contract #2	
Start date:	October 23, 2023
End date:	July 26, 2024
Dismissal date:	November 28, 2023
Total charged:	\$ 49,917.13
Tuition:	\$ 45,360.90
Registration Fee:	\$ 250
Textbooks:	\$ 2,217.47
Education Tech. & Supplies:	\$ 434.64
Student Services Fees:	\$ 190
Uniform and Equipment:	\$ 545
Student Record Archiving Fee:	\$ 60
Other Fees Payable:	\$ 590.71
5% Tax (GST):	\$ 202.89
7% Tax (PST):	\$ 65.52
Tuition Discount:	\$ 25
Amount paid to date by Complainant:	\$ 49,892.13
Amount of tuition paid to date by Complainant:	\$ 45,360.90

4. Issues

The following issue arises for consideration: Was the Complainant misled in relation to the relative instruction provided at the two campuses he attended?

5. Chronology

September 19, 2022	Complainant starts Program at Campus #1
February 17, 2023	Complainant completes Level 1
February 21, 2023	Complainant starts Level 2
March 12, 2023	Complainant emails withdrawal notification for “personal reasons” but changes his mind
May 24, 2023	Complainant notifies Institution his intention to withdraw after completing Level 2 to maximize his eligibility for financial aid
June 30, 2023	Complainant completes Level 2
July 4, 2023	Complainant withdraws from Program and applies for re-entry (starting in October)
October 23, 2023	Complainant starts Level 3 at Campus #2
November 22, 2023	Complainant fails PN3006 mid-term skills test
November 28, 2023	Complainant fails re-test and is dismissed from Program
January 25, 2024	Complainant applies for and is denied re-entry to Program
March 18, 2024	Complainant initiates DRP and requests full refund
March 26, 2024	Institution denies request [Decision #1]
May 6, 2024	Institution denies request for a refund and offers re-entry to another location [Decision #2]
June 12, 2024	Complainant files Complaint

6. Analysis

The Program consists of 4 Levels and a 7-week preceptorship. The Complainant was dismissed during Level 3.

The Complainant started the Program at Campus #1 and withdrew after completing Level 2. The reason for the break in his studies was to be able to maximize his eligibility for financial aid. The Complainant resumed the Program at Campus #2. The Institution says that as part of his re-entry, the Complainant was skill tested and was able to demonstrate the requisite skills to start Level 3.

The Complainant failed the mid-term skills test PN3006. He failed the re-test and was dismissed from the Program. The Institution initially denied the Complainant’s application to re-enter the Program, but as part of its DRP offered the Complainant re-enter the Program at a different location. The Complainant declined the offer saying he no longer trusted the Institution.

The Complainant attributes his lack of success, and ultimate dismissal from the Program, to his claims that the practical skills testing at Campus #2 was significantly more rigorous than at Campus #1, and that his training at Campus #1 was deficient and had not covered a number of practical skills. As a result, he says he was put at a significant academic disadvantage when he transferred campuses and was not prepared for the

level of skills testing at Campus #2. The Complainant submits the difference in instruction and skills testing as between the two campuses was misleading.

The Complainant submitted a video recording taken on October 25, 2023 during a class at Campus #2 as “evidence of the disparity between the expectations between the campuses”. In its Response, the Institution submits that the video, which shows a class discussion about what qualifies as a “head to toe” check, does not show what learning did or did not occur at Campus #1: “There is no documentation or proof that [Campus #1] requires fewer introductions or checks.”

The Complainant summarizes his Complaint as follows: “The bottom line is the practical skills taught by the instructors at [Campus #1] covered significantly less than that covered in the [Campus #2] by the end of the second term.”

In response to the allegation that the Complainant felt he was “far behind in the practical skills testing” when he transferred to Campus #2, the Institution says that pace of the Program is exactly the same at both campuses. Further, the combined national exam pass rates for Campus #1 students from 2022 and 2023 was 96% (46 of 48 students who wrote the exam passed). The Institution relies on this statistic to demonstrate that the instruction delivered at Campus #1 prepares students to meet the learning outcomes of the Program, a critical one being successful completion of the national exam.

The Institution initially denied the Complainant’s request to re-enter the Program in January 2024 on the basis of its Re-entry Policy (which allows a student to re-enter the Program only once after failing a course). In the DRP, the Institution acknowledged that the Complainant’s first “re-entry” was as a result of a break taken for personal reasons, and not for academic failure. It offered the Complainant an opportunity to resume the Program at Level 3 at yet a different campus. The Complainant declined and pursued this Complaint.

7. Decision

I have carefully reviewed the submissions of the parties and for the following reasons deny the claim.

I note that the Complainant confirmed in his Reply that the Complaint does not include the allegations relating to alleged harassment of the Complainant by another student. For that reason, I do not address the harassment issue, and my decision is limited to consideration of the Complainant’s claim he was misled in relation to the disparity between Campus #1 and #2.

It is not my role as Trustee to assess whether the Institution’s dismissal of the Complainant was justified. Rather, I must determine whether the Complainant was misled in relation to a significant aspect of the Program.

In this case, I find the Complainant failed to provide sufficient evidence to support his allegation that there was a discrepancy in instruction and skills testing between Campus #1 and Campus #2. The Complainant’s lack of success at Campus #2 is not probative. There are any number of factors, including the break in his studies, that could have contributed to his academic challenges in Level 3. I find the Complainant’s argument

to be speculative and not supported by the evidence. I agree with the Institution that the video evidence is not helpful and does not demonstrate what was or was not taught at Campus #1. By contrast, the Institution provided evidence, in the form of national exam results, to support its position that the pace of the Program at both campuses is the same and that students at Campus #1 consistently meet the learning objectives of the Program.

Based on the evidence before me, I find the Institution did not mislead the Complainant regarding a significant aspect of the Program, and accordingly 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.

October 4, 2024



Joanna White

Trustee, Student Tuition Protection Fund