

## Student Claim Based on Being Misled Decision

Complainant: ██████████

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

### 1. Introduction

The Complainant completed the Game Development and Design program [Program] on April 1, 2023, and filed a complaint against the Institution [Complaint] on March 21, 2024.

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

The Complainant’s basic allegation is that he was misled in relation to the content and learning outcomes of the Program. He says that he was told when he enrolled that he would learn how to “make video games for a living” and “would have a working video game” by the end of the Program, but this proved to be false. He alleges the curriculum and software were grossly outdated and the quality of the education did not meet minimum standards of the video game industry. The Complainant alleges that the focus of the Program was 3D modelling and animation, not video game design and development. Despite achieving a █ GPA, ██████████ and being hired by ██████████, he is lacking basic skills to find employment in the field.

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

The matters at issue are: Was the Complainant misled in relation to the curriculum and learning outcomes 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* [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:	Game Development and Design
Start date:	October 4, 2021
End date:	April 1, 2023
Graduation:	April 1, 2023
Total charged:	\$ 42,969
Tuition:	\$ 41,329
Student Application Fee:	\$ 150
Course Materials Fee:	\$ 482
Textbooks Fee:	\$ 823
Administration Fee:	\$ 185
Amount paid to date by Complainant:	\$ 42,969
Graduation scholarship awarded to Complainant:	\$ 3,500
Amount of tuition paid to date by Complainant:	\$ 37,829

### 4. Issues

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

5. Chronology

<b>August 16, 2021</b>	Program start date
<b>April 1, 2023</b>	Complainant completes Program
<b>January 17, 2024</b>	Complainant submits complaint to Institution and initiates DRP
<b>January 27, 2024</b>	Institution Decision #1
<b>January 30, 2024</b>	Complainant escalates complaint to DRP level 2
<b>February 8, 2024</b>	Institution Decision #2
<b>March 21, 2024</b>	Complainant files Complaint

6. Analysis

The Complainant alleges he was misled about the Program during the admissions process. He says the Institution employed high pressure sales tactics and told him he would have a “complete and working video game” by the end of the Program. The Complainant clarifies that his expectation was not to come out with a game he could sell, but rather, a game demo that demonstrates his design and development skills to potential employers. However, not only did he not create a video game, he allegedly lacks the knowledge to do so. The Complainant adds that the website advertises an 85% hiring rate, but despite his high GPA, being hired [REDACTED], he has applied to over 500 positions with no callbacks or interviews.

The Complainant also alleges that the curriculum is inappropriate and outdated, and that the Institution does not appreciate the difference between requirements for the video game industry and requirements for the film and animation industry. More specifically, the Complainant points to the use of Maya, which is 3D modelling and animation software, as opposed to video game development software, such as Unity and Unreal Engine. He says that of the 1440 hours of instruction, only 96 hours were dedicated to the use of video game development software and he was not taught how to import characters or animations into a game development program. The Complainant alleges that he signed up for a video game development program and received, in essence, a 3D modelling and animation program. He was taught how to model props, characters, environments and create visual effects for film, not video games.

The Complainant alleges that instructors relied heavily on YouTube tutorials and refers to a particular instructor (Effects Animation course) who missed classes, did not schedule makeups and marked the class in attendance.

The Complainant summarizes his Complaint as follows:

I enrolled in the Video Game Development and Design program, not the 3D Modelling and Design Program. I was told by VCAD and their recruiters that I would learn “how to make video games for a living”. After graduating from VCAD, despite my best efforts, I’m unable to use the limited knowledge and skills taught during my enrolment at VCAD to build a game demo or capstone project which I could use during my job search to show recruiters that I meet the requirements of positions today.

...

VCAD's argument is that "we showed you the curriculum before signing up". However, just because VCAD has shown me the curriculum...does not speak to the quality of the education...VCAD leveraged my passion for games...ultimately falling short on its promise by delivering poor quality education.

During the DRP, the Institution responded to the Complainant's concerns as follows:

The information on the website serves as a generic guideline for what to expect from a program. The GDD program's objectives, outline and expected outcomes were provided to the student before their enrollment, and the school has been very transparent about what to expect from the program.

In response to the Complainant's allegation that the Program was not sufficiently focussed on video game development, the Institution describes the Program as a "comprehensive program designed by industry expert subject matter experts to prepare graduates for various roles in the gaming industry" and maintains that the Program has "a broad scope to ensure students have a variety of skills that are required to develop video games".

In Decision #2, the Institution acknowledged that it was updating the Program:

VCAD is working through a thorough curriculum redesign for the Game Development and Design program. The updated courses will follow a structure that will cover the platforms mentioned by the student in more depth.

The Institution offered, as a goodwill gesture, a \$2,000 graduation scholarship to compensate for missed classes and his experience in the Effects Animation course. The Complainant declined the offer.

In its Response, the Institution says that it investigated the allegation relating to misrepresentations during the admissions process by reviewing emails, telephone recordings and texts. It concluded as follows: "Upon investigation we are unable to locate any supporting evidence that indicates the Admissions Representative misled the student." Further, the Institution says that the Complainant was provided a program outline prior to enrolment.

With respect to the advertised hiring rate of 85%, the Institution maintains that "...at the time of advertisement, our internal data reflected an 85% hire rate".

On the issue of outdated curriculum, the Institution confirms the Program "...has undergone a full program review and is in the process of being redesigned". Notwithstanding the redesign, the Institution asserts that "...the skills taught and software used in the [Program] are skills utilized in the industry. While they may not be the only skills required to work in the gaming industry, these are core skills required for the development and design components." Further, "[t]he software utilized aligns with the core skills, competencies and program outcomes expected to be understood at the end of a development and design program".

Finally, in response to the allegation of overreliance on YouTube, the Institution clarifies that it uses YouTube as a "hosting platform" for video content and curriculum created by the Institution.

## 7. Decision

For the reasons outlined below, I find the Institution misled the Complainant in relation to the curriculum and learning outcomes of the Program. Accordingly, I approve the claim. The Complainant is entitled to a full refund of tuition paid.

I note at the outset that the Complaint is very similar to another claim against the Institution that I approved on June 20, 2024, and which concerned the same program over approximately the same period of time. As I noted in my reasons for that claim, I find it significant that the Institution has acknowledged that the Program has undergone a review and is being redesigned to address many of the issues raised by the Complainant. In my view, such an acknowledgement is tantamount to an admission that the Program in its current form is seriously deficient.

It is unacceptable that a student can complete a program entitled “Game Development and Design”, receive top marks, and yet, lack the basic skills to make a game demo to showcase his qualifications to potential employers in the gaming industry. 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 enrolment process. The Institution failed to deliver a program that met the learning outcomes promised to the Complainant.

The Institution says that it has identified no evidence to support the Complainant’s allegations that he was misled during the admission process. I find the Complainant’s account of what he was told to be credible. It is not uncommon for students to lack “evidence”, in the form of written records, of interactions with admission representatives as these exchanges typically occur in the context of a verbal conversation. Further, it is also not uncommon for admission representatives to employ high pressure sales tactics and make inaccurate representations to encourage students to enrol in programs. On a balance of probabilities, I find that the admission representative made certain representations to the Complainant in order to “sell” the Program. The Complainant was entitled to rely on those representations, as well as those advertised on the Institution’s website, in relation to the expected learning outcomes of the Program.

I am also not persuaded by the argument that by giving the Complainant a copy of the program outline, the Institution discharged its obligation to be transparent and provide accurate information about the content of the Program. The Institution’s argument seems to be that the Complainant, by receipt of the program outline, “knew what he was signing up for”. The Institution is required by regulation to maintain a program outline that enables students to meet the learning objectives of the program and to include the program outline within the student enrolment contract. While students should exercise due diligence when selecting and enrolling in a program, representations made by admission representatives often serve an equally, if not greater, role in a student’s choice than the fine print of a student enrolment contract. That the Complainant was provided a program outline does not, on its own, mean that the program content is appropriate or that the learning outcomes of the Program were accurately communicated.

The Complainant is entitled to a refund of \$37,829. This amount takes into account a \$3,500 graduation scholarship awarded to the Complainant and which the Complainant has confirmed having received.

I authorize payment of \$37,829 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 (PTA 25).

The Institution is required to repay the total amount of \$37,829 to the Fund (PTA 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 PTA. Parties may wish to seek legal advice regarding a judicial review by the BC Supreme Court.

October 4, 2024



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**Joanna White**

Trustee, Student Tuition Protection Fund