

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 728 – Canadian Flight Centre

### 1. Introduction

The Complainant was enrolled in the Professional Pilot Program [Program] and filed a complaint against the Institution [Complaint] on April 8, 2024, after withdrawing from the Program on March 1, 2024.

The matter at issue relates to the information provided by the Institution to the Complainant in respect 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 [DRP].

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:	Professional Pilot Program
Start date (enrolment contract)	February 1, 2023
End date (enrolment contract)	January 31, 2024
Withdrawal date:	March 1, 2024
Total charged:	\$ 68,870
Tuition (enrolment contract):	\$ 51,115
Book Fee (enrolment contract):	\$ 270
Exams Fees (enrolment contract):	\$ 485
Uniforms Fee (enrolment contract):	\$ 100
School Supplies Fee: (not listed enrolment contract)]	\$17,755
Registration Fee:(not listed enrolment contract)	\$ 1000
Assessment Fee (not listed enrolment contract)	\$ 250
Amount paid to date by Complainant:	\$ 72,314.50
Amount of tuition paid to date by Complainant:	\$ 70,794,50

I have determined that the fees related to exam and school supplies are tuition (PTA s.1, definition of tuition)

### 4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant by failing to provide clear and accurate information about the Program?

### 5. Chronology

September 10, 2022	Student enrolment contract
January 10, 2023	Program start date
January 17, 2023	Letter of Acceptance
February 16, 2023	Welcome to CFC Emails - exchange between parties includes a reference to “aviation medical” and Complainant asks for contact information for a doctor
May 11, 2023	Complainant’s representative asks to meet with Institution

May 13, 2023	Meeting
July 7, 2023	Institution notifies Complainant that he should attend Program more regularly, cites his fulltime work
July 10, 2023	Complainant responds he is available for training and waiting for results of Medical Test required by Transport Canada [ <b>Medical Test</b> ] and radio operator certificate
July 17, 2023	Institution apologises for not mentioning the requirement for a Medical Test and reminds Complainant of requirement to attend fulltime
September 19, 2023	Institution confirms it amended eight invoices due to errors
October 2023	Institution confirms Complainant's instructor is not always available and encourages Complainant to switch instructors and book flights
December 14, 22, 2023	Institution reminds Complainant to book flights
January 24, 2024	Complainant enquires about completing training, and complains about delays, invoices, and additional fees
January 26, 2024	Institution responds that Complainant's attendance is the cause of the delay in completing Program by January 31, 2024
January 31, 2024	Program end date (listed in enrolment contract)
March 1, 2024	Complainant withdraws from Program
April 8, 2024	Complainant files Complaint

## 6. Analysis

The Complainant is an international student.

The Program is comprised of the following components:

- Private Pilot Licence [**PPL**]
- Commercial Pilot Licence [**CPL**]
- Multi-Engine Rating
- Instrument Rating

The Complainant withdrew from the Program on March 1, 2024 before completing the PPL, which is an admission requirement for the CPL.

The Complainant lists several issues in his Complaint. My decision only addresses the issues brought to the Institution prior to filing the Complaint.

The main issue complained about is the Institution's failure to deliver the Program by January 31, 2024, the end date listed in the enrolment contract: "I have honoured our end of the deal by making timely payments (all installments paid). We have paid the complete PPP course fees and yet I haven't even completed 1/3 of the course and feel like my training has been compromised and not received what was promised".

The Complainant attributes the Institution's delay in delivering the Program to two main factors:

## **1. Medical Test**

The Complainant submits he was not told, prior to the start of the Program, about the Transport Canada requirement to complete the Medical Test. The Medical Test is a requirement for solo flights.

The Institution's response is contradictory. In its July 17, 2023 email to the Complainant, the Institution acknowledges it only notified the Complainant of this requirement in May 2023. In its Response, the Institution says it informed the Complainant of this requirement on February 16, 2023 and submits copies of emails exchanged between the parties which include a reference to "aviation medical" and the Complainant's request for contact information for a Canadian doctor.

## **2. Fees and invoices**

From the start of the Program until after the Complainant withdrew, the parties had numerous communications related to invoices, including email exchanges, phone calls, and in-person meetings. At least eight invoices included errors, and the Institution charged "extra fees" not listed in the enrolment contract which the Complainant disputed. The Complainant was temporarily put on a "No-Fly" list because of outstanding payments.

In his May 11, 2023 email to the Institution, the Complainant's representative writes:

Can the meeting be fixed with [REDACTED] for Saturday morning (13th May) so that we can clear this out ASAP and [Complainant] can resume his flying? Already valuable time is being wasted as we are losing out on weather, and he isn't able to book his flights. What's annoying is that CFC already has \$ 29, 300 from us but is still blocking him for an amount of \$ 800. Also you were to send me the revised invoices as you said you had to remove the headset rentals. The PPP estimate page also mentions that the course duration is 10 months. I want to know from CFC at this rate at which [Complainant] is allowed to book his flights (keeping weather in mind) how do you project that the program can be completed in 10 months? Can CFC give us a projection of flying hours for the next 3 months? PPP Course was to start officially on 1st February but we were told on an email that we can start ground school earlier and so he started ground school on 10th January so then as per your document he should be finishing the PPP by mid October 2023. We were in Canada by end of February and [Complainant] started his first flight on 19th March so in almost 2 months he has managed to get only 7.5 hrs of flying. Now the important question is that if in 2 months only 7.5 hrs were done can CFC tell me how the remaining 193 hrs will be done in the next 6 months. Hoping to get all my queries and doubts resolved by [REDACTED] or anyone who has been with CFC for a long time. Please understand that international students come on a budget and are prepared for certain amounts, and we don't want to get trapped in any more surprising (hidden) costs. Awaiting positive response soon.

In its September 19, 2023 email to the Complainant, the Institution acknowledges that eight invoices contain errors.

In its Response, the Institution refers to the following documents: (1) Cost Estimate and (2) Financial Policies which, the Institution submits, the Complainant agreed to by acknowledging receipt. These documents list fees not listed in the enrolment contract.

The Institution adds: "If anything was not clear in the provided offer of the Program, the student had the freedom to ask questions, clarifications, or to choose not to enroll if that was not the training he was looking for, or if the cost and terms were not suitable for him. Yet he continued with the registration, and with the payment, and with the training".

The Institution submits that the primary reason for the Complainant not progressing through the Program was his poor attendance. The Institution says the Complainant had a fulltime job which prevented him from attending the Program on a regular basis and, on a number of occasions, the Institution reminded the Complainant to book flights.

The Complainant replies that he worked part time and was available for training.

The Complainant also complains about the frequent change in instructors which, he submits, is not conducive to learning. The Institution responds it does not have any obligation to provide one single instructor.

The Institution submits the Complainant did not complete the DRP because he did not provide a written complaint to the Certified Flight Instructor (CFI), in accordance with the Institution's DRP.

### 3. Decision

As a preliminary matter, I find the Complainant raised the issues complained about to the Institution. This is a sufficient basis for me to determine the DRP has been exhausted.

Turning to the merits of the Complaint, I find the Institution misled the Complainant with respect to the information it provided related to the Program. Specifically, I find the Institution failed to adequately communicate the requirement for the Medical Test and its communications regarding payments owing were inaccurate and confusing.

The Institution is regulated under the PTA. The PTA is consumer protection legislation that recognizes the power imbalance between a student and an institution and establishes compliance standards institutions must comply with. This includes standards related to the information that must be listed in the student enrolment contract, including tuition and related fees (*Private Training Regulation*, 24(4)(l) and 24(5)(a)).

I have carefully reviewed the submissions made by the parties and find the information provided by the Institution in respect of the tuition and related fees, and the requirement to complete a Medical Test, was vague, unclear and confusing.

The parties had numerous exchanges related to invoices issued by the Institution. Notably, the Institution eventually acknowledged that eight invoices contained errors. In addition, the Institution, for a time, placed the Complainant on a “No Fly” list for outstanding payments. The lack of clarity and general confusion relating to the cost of the Program contributed to the delay in providing the Program.

The Institution, in its Response submits the Complainant agreed to additional fees by acknowledging receipt and agreeing to the terms of two policies. I do not accept this response. All tuition and related fees must be listed in the enrolment contract. As a matter of student protection, the total cost of the program must be made crystal clear at the outset. I note further that the Institution cannot unilaterally amend the terms of the enrolment contract. If the Institution wishes to extend the end date of the Program, the parties must both enter into a new enrolment contract.

Turning to the issue of the Medical Test, I have reviewed the email communications and find the Institution failed to clearly communicate Transport Canada’s requirement. I find the onus was on the Institution to communicate this requirement and a vague reference to an “aviation medical” was not adequate.

I find, overall, the poor communication and general confusion contributed to the delay in providing the Program. As is evident from the May 11, 2023 email quoted above, the Complainant was clearly frustrated with the Institution and his progress, and was lacking basic information that should have been made clear at the outset. The Institution’s failure to communicate this information was misleading.

For these reasons, I approve the claim.

In determining the amount of the refund, I have taken into consideration the fact that the Complainant’s attendance record was not consistent. The Complainant bears some responsibility for his lack of progress in the Program. I find the Complainant is entitled to a refund of 75% of the tuition paid.

I authorize payment of \$53,095.88 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 \$53,095.88 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