

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 745 – Automotive Training
Centre

1. Introduction

The Complainant was enrolled in the Automotive Service Technician Foundation program [Program] and filed a complaint against the Institution [Complaint] on April 24, 2024, after having been dismissed from the Program on December 18, 2023.

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

The matter at issue is the acceptance of the Complainant in the Program and his ensuing dismissal.

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.
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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:	Automotive Service Technician Foundation
Start date:	April 10, 2023
End date:	February 9, 2024
Dismissal date:	December 18, 2023
Total charged:	\$ 17,220
Tuition:	\$ 14,100
Laptop, Ebooks & Software License:	\$ 980
Tools:	\$ 975
Supplies/ Material:	\$ 865
Application fee (non-refundable):	\$ 250
Documentation fee (non-refundable):	\$ 50
Amount paid to date by Complainant:	\$ 13,760
Amount of tuition paid to date by Complainant:	\$ 13,760

4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant in respect of his enrolment in the Program?

5. Chronology

April 10, 2023	Program start date
May 26, 2023	Institution (Student Services) notifies Complainant he must attend class on time. Complainant responds Institution has agreed he would attend at least 45 minutes late.
June 2, 2023	Institution notifies Complainant he was "...late and absent this week".
September 14, 2023	Institution notifies Complainant he missed this week's class
November 8, 2023	Institution internal email: Instructor confirms Complainant "is not coming or coming late (1hr or 1.5hr) due to his work".
November 9, 2023	Institution notifies Complainant he missed eight consecutive days of class.

	Complainant responds he attended class “Wednesday yesterday and Monday around 7”.
November 21, 2023	Institution notifies Complainant he must “...keep up with all modules. Shop days and Attendance plays a key factor as well”.
November 22, 2023	Institution internal email confirming attendance was discussed with the Complainant and is affecting his grades.
November 30, 2023	Institution notifies Complainant he has not been attending class this week.
December 4, 2023	Absence Warning – First Notice
December 5, 2023	Absence Warning – Second Notice
December 15, 2023	Absence Final Warning – Academic Probation
December 18, 2023	Statement showing balance owed by Complainant (following dismissal)
December 19, 2023	Withdrawal Letter
February 9, 2024	Transcript - Complainant failed classes
March 11, 2024	Complainant submits complaint to Institution and initiates DRP
April 3, 2024	Institution issues decision [Decision 1]
April 7, 2024	Complainant responds and rejects offer to re-enter Program
April 9, 2024	Institution issues decision [Decision 2]

6. Analysis

The Program consists of 860 instructional hours delivered in-class five days a week, four hours per day.

Prior to enrolment, the Complainant advised the Institution that his work schedule prevented him from attending class on time and the Institution agreed the Complainant could arrive late. The Complainant alleges the Institution also confirmed 99% of students successfully complete the Program.

The Complainant was consistently 30 minutes to over one hour late for every class. In addition, the Complainant missed several classes.

The Institution issued three warnings before dismissing the Complainant on or about December 18, 2023.

The December 18, 2023 statement issued by the Institution lists the following reason for dismissal: “Student withdrawn – too many absences and lates. Did not meet requirements”. The December 19, 2023 Withdrawal Letter cites “attendance and progress”.

In Decision 1 and Decision 2, the Institution clarifies that the sole reason for dismissal is the Complainant’s absence for ten consecutive days, not lateness. The Institution’s Attendance Policy provides that ten consecutive days of absence will result in dismissal.

The Complainant submits that the arrangement was not tenable as he was missing too many instructional hours, and it was affecting his performance. The Complainant adds that he had [REDACTED] which prevented him from attending class for an extended period.

7. Decision

For the following reasons, I find the Institution misled the Complainant in respect of a significant aspect of the Program and approve the claim. Specifically, I find the terms under which the Complainant was enrolled in the Program were misleading.

The Complainant missed ten consecutive days of class. This fact is not disputed and may justify dismissal from the Program. That issue is not before me. Rather, the issue before me is whether the Complainant should have been enrolled in the Program in the first place.

The Institution enrolled the Complainant in the Program with the understanding that the Complainant would be consistently late to every class by at least 30 minutes.

I find the Institution, by agreeing to this arrangement and enrolling the Complainant in the Program, misrepresented the impact the Complainant's late arrival (and missed hours) could have on his performance. In fact, by citing a 99% pass rate, the Institution actively sought to minimize any concerns that would dissuade the Complainant from enrolling in the Program. While the agreement may at first instance appear to be an accommodation of the Complainant's work schedule, the Institution effectively set up the Complainant for failure and the negative outcome was both predictable and unfortunate. I agree with the Complainant's submission that the arrangement was untenable from the outset. The Institution should not have enrolled the Complainant in the Program and it was misleading to do so. The Complainant is entitled to a full refund of tuition paid.

I authorize payment of \$ 13,760 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 \$ 13,760 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



Joanna White

Trustee, Student Tuition Protection Fund