

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3472 – Vancouver Acting School

### 1. Introduction

The Complainant was enrolled in the Acting Conservatory Program [**Program**]. The Complainant filed a complaint against the Institution [**Complaint**] on June 24, 2024, after having withdrawn from the Program on April 15, 2024, and requests the difference between the tuition paid and the refund issued by the Institution on withdrawal.

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

The Complainant alleges he was misled by the Institution in relation to the tuition payment terms; the level of the Program; the Institution's failure to address disrespectful conduct by staff and students; and the circumstances leading to his withdrawal. The crux of the Complaint relates to the Complainant's allegation that he was "forced" to withdraw from the Program.

The Institution denies that it misled the Complainant as alleged, or at all. The Institution vigorously disputes the Complainant's description of events leading up to the withdrawal. The Institution maintains that it was responsive to the Complainant's concerns during the two weeks he attended the Program, and it provided a refund that was more generous than required by the regulatory standards and its Tuition Refund Policy.

**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 [ <b>Response</b> ]	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 [ <b>Reply</b> ]	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:	Acting Conservatory
Start date:	April 1, 2024
End date:	December 20, 2024
Withdrawal date:	April 15, 2024
Total charged:	\$ 13,400
Tuition:	\$ 13,900
Tuition Discount:	\$ 500
Estimated cost for Course Material and Technological Resources (not included in tuition):	\$ 400
Amount of tuition paid by Complainant:	\$ 13,400
Amount of tuition refunded by Institution:	\$ 10,693

### 4. Issues

The following issues arise for consideration: Was the Complainant misled in relation to the payment options, the level of the Program, and the circumstances of his withdrawal?

## 5. Chronology

<b>Feb 2, 2024</b>	Complainant accepted into Program and provided enrolment instructions, including notice of \$500 discount if full payment made within 10 days.
<b>Feb 5 – 6, 2024</b>	Email exchange regarding methods of payment
<b>Feb 13, 2024</b>	Complainant pays full tuition (\$13,400)
<b>April 1, 2024</b>	Complainant starts Program
<b>April 11, 2024</b>	Institution provides refund calculation on request of the Complainant based on withdrawal date of April 11, 2024. Complainant entitled to refund of \$9,380.
<b>April 15, 2024</b>	Complainant withdraws from Program.
<b>April 17, 2024</b>	Institution refunds \$10,693

## 6. Analysis

The Complainant withdrew from the Program after attending two weeks. The Institution refunded the Complainant \$10,693 on his withdrawal. The Complainant is seeking a refund in the amount of \$2,707, which is the difference between what he paid for tuition and the amount refunded by the Institution.

### Complaint

The Complainant complains about the following:

- Not being given the option to pay in installments;
- Being placed in a group with beginner level students who already knew each other and treated the Complainant as an outsider;
- Being disrespected by students and staff in violation of the Institution’s Code of Conduct; and
- Being forced to withdraw from the Program.

### *Payment*

The Complainant alleges he was not given the option of paying tuition in installments. Instead, he says he was told he had to either pay in full by February 16, 2024, to receive a \$500 discount, or by April 1, 2024 (Program start date), without the discount. The Complainant alleges that other students were permitted to pay in installments, and he was misled about the payment structure.

### *Program level*

The Complainant has [REDACTED] of acting experience. He alleges he was told the Program was an advanced program which would suit his degree of experience. The Complainant says when classes began, he discovered that the students were all at a beginner level and recent graduates of the Institution’s 6-month diploma program, [REDACTED]. The Complainant attributes his interpersonal difficulties in the class to students being intimidated by his acting experience and the fact that the other students knew each other and the instructors, and he was effectively an “outsider” thrown into a group of close friends.

*Disrespect by students and staff*

The Complainant details a series of events during the first two weeks during which he says he was treated disrespectfully by students and staff. He alleges the Institution failed to uphold its obligation to ensure fair and respectful treatment of students.

*Withdrawal*

The Complainant alleges that he was “bullied” into withdrawing from the Program. He says that the Institution’s president suggested he withdraw on Day 3 and sent an unsolicited email on April 11, 2024, again suggesting he withdraw. The Complainant submits as follows: “[The Institution’s president] was hoping for a reply to the email because he knew putting me in a group of amateur actor friends was a mistake...so he was trying to salvage the situation before the other students decide to withdraw from the program”.

The Complainant says that on April 11, 2024, he was offered an extra \$1,000 to withdraw. This, he submits, is evidence that he did not withdraw willingly. On April 12, 2024, the Complainant says the [REDACTED]

On April 15, 2024, the Complainant says he was told by the head of the Program that while “no one can force you to withdraw”, if he didn’t withdraw, it was likely the other students would withdraw and the Institution would have to terminate the Program. He was encouraged to find a different program that was more suitable. This, the Complainant submits, constitutes an admission that the Institution had misled him by admitting him into a beginner-level course: “...I was misled into an Introductory level program (by advertising it as an advanced program) where all the other students were at a beginner level. Therefore, they knew I wasn’t a good fit at the school when I auditioned for the program when they saw my acting level...” The Complainant goes on to describe a meeting with the Institution’s president during which he threatened to expel the Complainant if he didn’t accept the refund offer and withdraw.

**Response**

The Institution summarizes the situation giving rise to the Complaint as follows: “...this is quite simply a situation of a student not getting along with other students in class and not being satisfied with the program itself, and after a number of meetings to help the student succeed in class, he decided to withdraw, and was refunded not just to policy, but in his favour with an amount greater than what was due.”

*Payment*

The Institution says the Complainant was given the same payment options as every other student and that his claims as to what he was told in this regard are “complete fabrication”. The Institution says the Complainant elected to pay in full within 10 days of acceptance in order to take advantage of the \$500 discount. The Institution followed up by email, on February 12, 2024, to confirm the payment plan.

### *Program level*

The Institution submits that all the students in the Program completed an audition, met the admission requirements, and had completed the Institution's 6-month Acting: Film, Television & Voiceover diploma program. The other students were not beginner level.

### *Disrespect by students and staff*

The Institution maintains that it responded to the Complainant's concerns as they arose and, at all times, in a respectful manner.

### *Withdrawal*

The Institution strongly denies that it threatened to expel the Complainant or, in any way, forced the Complainant to withdraw. The Institution says the Complainant came to the administration at least twice during the first week expressing he was considering withdrawing because he was not getting along with other students. The Institution says it supported the Complainant through these concerns and the Complainant decided to stay in the Program. During the second week, the Institution says the Complainant again brought forward classroom concerns and requested a refund calculation in the event he withdrew. Per his request, the Institution e-mailed the calculation; this was not "an unsolicited attempt to have a student withdraw, but the response to the previous communication, and then asking for clarification on their status as to what they decided to do."

During a meeting on April 15, 2024, the Institution says it reiterated that the decision to withdraw was a choice and that the Complainant had as much right as any other student to be in the Program. It says the Complainant indicated his decision was to withdraw and he was asked to send an email to that effect. The Complainant sent the email during the meeting and the Institution confirmed receipt by reply email.

On withdrawal, the Institution refunded the Complainant an amount that was more generous than what was required under the Tuition Refund Policy and regulatory standards.

## **7. Decision**

For the following reasons, I find the Complainant was not misled in relation to the payment options, the level of the Program, and the circumstances of his withdrawal.

With respect to the payment options, I accept the Institution's explanation that the Complainant elected to pay in full to receive the discount, and the February 12, 2024 e-mail was sent to confirm the payment arrangement. It may be that the Complainant misunderstood the payment options available to him, but I am not persuaded he was misled in this regard.

With respect to the issue of the program level, other than his own subjective evaluation, the Complainant provided no evidence for his allegation that he was placed in a group with beginner-level students.

Alternatively, the Institution confirms that all students in the Program met the admission requirements, which included an audition and completion of a full-time program at the Institution. The other students may not have had the same acting experience as the Complainant, however, given the admission requirements, it would be inaccurate to describe the Program as introductory. In hindsight, this particular cohort of students proved to be a poor fit for the Complainant. This does not mean he was misled.

With respect to alleged disrespectful conduct by students and staff directed to the Complainant, again, I find no basis to find the Complainant was misled. The Institution was responsive, made efforts to resolve the Complainant's concerns as they arose and acted reasonably throughout, ultimately issuing a more generous refund than what was required under its Tuition Refund Policy and regulatory standards.

I appreciate the Complainant is disappointed and dissatisfied with his experience at the Institution. Dissatisfaction does not amount to being misled. The difficulties the Complainant encountered in the first two weeks of the Program appear largely to be interpersonal in nature and could not reasonably have been anticipated by the Institution.

The claim is denied.

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.

Date: October 31, 2024



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**Joanna White**

Trustee, Student Tuition Protection Fund