

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3430 – Lost Boys Studios – School of Visual Effects

### 1. Introduction

The Complainant was enrolled in the Advanced Visual Effects Compositing with Practicum Program [Program]. The Complainant filed a complaint against the Institution [Complaint] on August 7, 2024 after having withdrawn from the Program on August 27, 2023.

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

The matters at issue are: Was the Complainant misled in relation to the instruction of the Program and the learning environment?

**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:                                       | Advanced Visual Effects Compositing with Practicum |
| Start date:                                    | March 13, 2023                                     |
| End date:                                      | March 8, 2024                                      |
| Withdrawal date:                               | February 27, 2024                                  |
| Total charged:                                 | \$ 40,000                                          |
| Tuition:                                       | \$ 39,900                                          |
| Application fee:                               | \$ 100                                             |
| Amount paid to date by Complainant:            | \$ 19,950                                          |
| Amount of tuition paid to date by Complainant: | \$ 19,950                                          |

### 4. Issues

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

### 5. Chronology

|                           |                                                                                                                                            |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>March 13, 2023</b>     | Program start date                                                                                                                         |
| <b>April – June, 2023</b> | Students become aware of tensions within management and between lead instructor and management, and express concerns about impact on class |
| <b>June 15, 2023</b>      | Lead instructor announces resignation                                                                                                      |
| <b>June 19, 2023</b>      | Management meets with students to discuss transition plans; assistant instructor to cover until replacement hired                          |
| <b>June 20, 2023</b>      | Refund Policy Amendment for Class 35 – 50% refund if withdrawal before August 28, 2023                                                     |
| <b>June 30, 2023</b>      | Lead instructor last day of instruction                                                                                                    |
| <b>July 1, 2023</b>       | Students send email to Institution expressing concern about departure of lead instructor                                                   |
| <b>July 12, 2023</b>      | Institution responds that “instructor turnover is inevitable” and “internal management and personnel issues must remain confidential”      |
| <b>July 19, 2023</b>      | Institution brings in industry mentor                                                                                                      |
| <b>August 8, 2023</b>     | Institution brings in potential candidate for lead instructor                                                                              |
| <b>August 27, 2023</b>    | Complainant withdraws from Program                                                                                                         |
| <b>August 28, 2023</b>    | Complainant confirms decision to withdraw                                                                                                  |
| <b>September 2023</b>     | Institution hires new lead instructor                                                                                                      |
| <b>July 22, 2024</b>      | Complainant initiates DRP and requests refund                                                                                              |
| <b>July 22, 2024</b>      | Institution denies refund request                                                                                                          |

August 7, 2024

Complainant files Complaint

## 6. Analysis

The Complainant says his decision to enroll in the Program was based, in large part, on the opportunity to be taught by the lead instructor [G]. The Institution's website showcased G's experience with student testimonials and marketing representations: "[G] prepares the most industry ready graduates with an unrivaled 99% job placement rate". The Complainant says that G's reputation and industry connections were a major draw for the Program.

The Complainant started the Program on March 13, 2023. During this time, the owner/president [M] and the director [R] of the Institution were [REDACTED]. Part of the Complaint is that the personal issues and tension between M and R, and later, M and G, spilled over into the learning environment. More specifically, the Complainant alleges that these internal dynamics contributed to a toxic learning environment and led to G's resignation.

The Complainant says the tensions came to a head in May 2023, when M "Kicked out" G from the Institution's Discord server, which was the communication platform used by G to communicate with students. On May 16, 2023, the students in the Complainant's cohort [Class 35] wrote a collective email to M requesting an explanation for the removal of G from Discord and noting the negative impact this was having on students: "The current situation has caused collective mental and emotional distress...the cryptic and vague emails, coupled with the timing of policy changes, only serve to heighten our unease and concern...our instructor plays a pivotal role in our academic success and any matter involving them directly affects the curriculum going forward." M's response was this was an "...internal issue that has been addressed...it has not impacted delivery of the program in any way."

On June 14, 2023, M and R had an argument that was overheard by Class 35. The Complainant alleges "it felt very unprofessional and created a toxic environment for students". The following day, G announced his resignation, effective June 30, 2023.

On June 18, 2023, Class 35 sent an email to M expressing concern about G's departure: "...we express our concern that having only an assistant instructor may not be sufficient to meet the learning needs of our group..." According to the Complainant, the thrust of the email was to encourage M to "reconsider his actions and negotiate a deal with [G]" to finish out the Program.

On June 19, 2023, Class 35 met with M, R and the assistant instructor. During the meeting, M acknowledged that his [REDACTED] is "...something that's been around emotionally, it affects everybody". The Complainant alleges that the [REDACTED] was the main reason for the tension and conflict: "By [M] gaslighting [R] and [G] defending her, it all led to [M] locking the ladder on May 12<sup>th</sup>, [G] calling [M] out on it, and then [M] banning [G] from the Lost Boys server."

The Institution promised to augment the assistant instructor with industry professionals and extended the deadline by which students could receive a 50% tuition refund were they to withdraw. The Complainant says that despite M's promises of more instructors to "fill the gap" of G's absence, the class was provided with five or less mentorship sessions: "Oftentimes we would be self learning with no direction for a period of a

day or more. We feel as if we were led on by [M] with his positive outlook on getting a replacement instructor quickly.”

On July 1, 2023, Class 35 sent another email to M reiterating their concerns about G’s departure and his replacement in the interim by the assistant instructor:

We find it distressing the [G] has been a pillar at Lost Boys since its inception and he is the main reason Lost Boys has enjoyed a high placement rate for the Compositing Program that was advertised to us. ...The placement rate within the industry and high recommendation from Lost Boys Alumni to learn under [G]’s tutelage were the main reasons why we signed up to this program.

Class 35 also expressed their view that the assistant instructor lacked “...experience, insights, industry connections, or track record.”

On August 8, 2023, the Institution brought in a potential candidate for lead instructor. The Institution did not hire a replacement for G until September, which was after the Complainant withdrew from the Program.

The Complainant withdrew from the Program on August 27, 2023 citing the following:

There were a couple reasons for my departure, the first one being I signed up in March 2023 to study compositing with [G] and that is no longer possible at Lost Boys. In addition, fragile administrative and governance bodies could not ensure full transparency and accountability of the school during this term. The school’s mismanagement of internal conflicts and alleged access of student’s personal information made me dread going to school every day and created an uneasy feeling about my future development.

M responded to the Complainant’s notice of withdrawal and offered a further extension on the refund deadline to give the Complainant the opportunity to meet the replacement instructor, whom M described as “a legend in the Vancouver VFX industry”. The Complainant confirmed his decision to withdraw.

On July 22, 2024, the Complainant initiated the DRP and requested a refund on the basis of being misled. The Complainant submitted “[t]he primary reason myself and other students enrolled in Lost Boys was the expectation of being taught by [G] in a program he designed, within a sensible learning environment”. The Complainant also cited the Institution’s failure to negotiate with G, even though G was open to finishing out the Program.

R denied the request for a refund: “...you received ½ of the education and paid only for the ½ provided”. R noted “instructor turnover is a common occurrence in many institutions” and the Institution “made every effort to replace the lead instructor with a highly competent individual who had industry experience.” R also noted that while she respected the Complainant’s decision to pursue his studies with G, “...students who chose to remain in the program have experienced positive outcomes under the new leadership.”

The Institution’s Response to the claim is essentially that it made best efforts to manage what was a confidential internal personnel issue in a way that had minimal impact on students. The Institution maintains

the curriculum continued uninterrupted under the tutelage of the assistant instructor until a lead instructor was secured in September. The Institution says it brought in industry mentors during the transition period and that students who remained in the Program completed it successfully.

The Institution submits that there is no evidence the Complainant's decision to enrol in the Program was premised on G's instruction and that "there is no mention of [G] in the materials provided during the admission process". Finally, the Institution says the Complainant's "expression of gratitude" in his August 27, 2023 withdrawal email "...is inconsistent with the dissatisfaction claimed in his complaint".

## **7. Decision**

I find the Institution misled the Complainant in relation to the instruction and learning environment, and approve the claim.

Generally, an institution cannot reasonably foresee or be held accountable for staff turnover. However, in this situation, I find the Institution, through the unprofessional conduct of senior management, significantly contributed to the workplace discord that ultimately resulted in G's resignation. The Institution allowed what should have been an internal issue to play out in a very public way that negatively impacted the learning environment and disrupted the delivery of the Program. I note that where an institution, as was the case here, relies heavily on the reputation and presence of an individual instructor to market a program, it makes itself vulnerable to claims of this nature should the instructor choose to leave the institution. In this case, the Institution heavily promoted G's experience and industry connections, and I am persuaded by the Complainant's assertion that G was the main reason for his choice to enrol in the Program.

At the point of withdrawal, the Complainant had paid half of the tuition due under the contract. Pursuant to the Institution's refund policy (which was amended to extend the withdrawal date to August 28), the Complainant was entitled to a refund of 50% of tuition of the Program. The Complainant has effectively been "refunded" the appropriate amount under the refund policy, an amount that is more generous than required under the statutory refund standards. The Institution submits that the Complainant "received a refund proportional to the education provided." I agree. In the circumstances, I find no additional refund is warranted.

This is a companion claim to another claim against the Institution filed by a second student, also in Class 35, who withdrew from the Program under the same circumstances. The submissions in that claim were virtually identical to this one and I have reached the same conclusion, allowing the claim, but awarding no refund.

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.

January 6, 2025

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

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**Joanna White**  
Trustee, Student Tuition Protection Fund