

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 June 29, 2024, after withdrawing 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 Program with Practicum
Start date:	March 13, 2023
End date:	March 8, 2024
Withdrawal date:	August 27, 2023
Total charged:	\$ 40,000
Tuition:	\$ 39,900
Application fee:	\$ 100
Amount paid to date by Complainant:	\$ 20,050
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

March 13, 2023	Program start date
May – June, 2023	Students become aware of tensions within management and between lead instructor and management, and express concerns about impact on class
June 15, 2023	Lead instructor announces resignation
June 19, 2023	Management meets with students to discuss transition plans; assistant instructor to cover until replacement hired
June 20, 2023	Refund Policy Amendment for Class 35 – 50% refund if withdrawal before August 28, 2023
June 30, 2023	Lead instructor last day of instruction
July 1, 2023	Students send email to Institution expressing concern about departure of lead instructor
July 12, 2023	Institution responds that “instructor turnover is inevitable” and “internal management and personnel issues must remain confidential”
July 19, 2023	Institution brings in industry mentor
August 8, 2023	Institution brings in potential candidate for lead instructor
August 27, 2023	Complainant withdraws from Program
September 2023	Institution hires new lead instructor
January 31, 2024	Complainant initiates DRP and requests refund

February 5, 2024 Institution denies refund request
June 29, 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]. G had been an instructor at the Institution for 13 years and the Institution's website showcased his 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 an unsafe and hostile learning environment and led to G's resignation.

The Complainant says the tensions came to a head in May 2023, when M "banned" 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 following day, G announced his resignation, effective June 30, 2023. The Complainant describes his reaction to the news as follows:

This came as a horrible shock to everyone. We knew the situation was bad with [G] and [M], but we weren't aware that it was so bad that [G] would actually leave. This was literally the worst case scenario for us as so many of us were enticed by Lost Boys marketing that [G] would be almost wholly responsible for getting us jobs after we graduate.

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..."

On June 19, 2023, Class 35 met with M, R and the assistant instructor. During the meeting, students were told the Institution would "augment" the assistant instructor with industry professionals following the summer break (July 3-14). The Complainant says this did not happen. The Institution also extended the date by which students could receive a 50% tuition refund were they to withdraw.

The Complainant says that between May 29-June 16, many classes were cancelled and that no classes were scheduled between June 19-30.

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 July 12, 2023, the Institution responded that "instructor turnover is inevitable"; "internal management and personnel issues...must remain confidential; and the Institution would not contract G for further instruction.

On July 19, 2023, the Institution brought in an industry mentor to assist students for one class. 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 his feelings of being "misled", "unsafe" and not having received the education he was promised.

The Institution's Response is essentially that instructors have the right to change employment at any time and that it made best efforts to manage what was an internal personnel issue in a way that had minimal impact on students. The Institution maintains the curriculum continued during the summer months under the tutelage of the assistant instructor until a lead instructor was secured in September. It says that students who remained in the Program completed it successfully. The Institution also notes that despite presenting as a collective voice in the emails, there was division within Class 35 with some students feeling that G's sharing of staff correspondence was unprofessional. The Institution acknowledges that there was one "vocal disagreement" between M and R, but it was not in front of students and took place in the back of the Institution.

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



Joanna White
Trustee, Student Tuition Protection Fund