

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 657 – Academy of Excellence Hair Design & Aesthetics Ltd.

### 1. Introduction

The Complainant was enrolled in the Hair Design 5 Day Program [Program] and filed a complaint against the Institution [Complaint] on July 26, 2024, after having withdrawn on January 29, 2024.

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

The matters at issue relate to the hours of instruction provided and the calculation of the refund due to the Complainant.

**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 [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:	Hair Design 5 Day
Start date:	January 2, 2024
End date:	October 25, 2024
Withdrawal date:	January 29, 2024
Total charged:	\$18,820
Tuition:	\$16,000
Domestic Registration fee:	\$250
LAB/BAAB Training system	\$600
Tools/Equipment:	\$1,700
AOE Operator Coat:	\$100
Processing Fee:	\$160
Archiving Fee:	\$10
Paid to date:	\$18,820
Tuition paid to date:	\$16,600

I have determined that fees paid in respect of LAB/BAAB Training System are tuition (PTA, s.1. definition of "tuition")

### 4. Issues

The following issues arise for consideration: Was the Complainant misled in respect of the hours of instruction provided and the calculation of the refund?

### 5. Chronology

<b>December 20, 2023</b>	Student Enrolment Contract
<b>January 2, 2024</b>	Program start date
<b>January 29, 2024</b>	Complainant withdraws from Program and asks Institution to confirm refund due
<b>February 14,21,27 2024</b>	Complainant follows up
<b>February 27, 2024</b>	Institution confirms total refund due: \$ 13,000 (includes kit and uniform)
<b>February 28, 2024</b>	Complainant initiates DRP
<b>March 18, 2024</b>	Institution issues decision [ <b>Decision</b> ]
<b>March 26, 2024</b>	Complainant responds
<b>May 8, 2024</b>	Complainant follows up
<b>May 14, 2024</b>	Complainant follows up
<b>July 26, 2024</b>	Complainant files Complaint

## 6. Analysis

The Program is delivered by a method of delivery that incorporates both distance education and in-class instruction. The Complainant attended approximately three weeks of the Program before withdrawing on January 29, 2024. She is requesting a full refund of tuition paid.

The Complainant signed the enrolment contract less than 30 days before the start of the Program. She submits the Institution should have offered “a 30-day cooling period” during which she could have received a full refund were she to withdraw.

The Complainant alleges the Institution did not provide the instructional hours advertised. In addition, the Complainant claims she received a total of six hours of instruction, not 29 hours as submitted by the Institution.

The Complainant adds the Institution is lacking in compassion and given her personal circumstances, should issue a full refund.

Finally, the Complainant says that, following her withdrawal, the Institution did not respond in a timely way to her repeated requests for confirmation of the refund amount she was owed.

On February 27, 2024, the Institution confirmed it would retain 30% of tuition paid and refund the difference plus the fees charged for course materials. My understanding is that, as of July 26, 2024, the date the Complaint was filed, the Institution had not issued any refund to the Complainant.

The Institution denies it misled the Complainant in respect of the number of hours completed, the calculation of the refund, or at all. The Institution submits the Complainant received 29 hours of instruction and explains the calculation is based on “a combination of zoom calls and the work you complete in modules”. The Complainant replies as follows: “I understand your explanation regarding the combination of Zoom calls and module work contributing to the total instructional hours. However, my contention lies in the clarity and communications of these expectations”.

With respect to the refund calculation, the Institution relies on its Tuition Refund Policy: “I am simply following my refund policy as I am obligated to by governing bodies of PTIB and Student Aid BC and the Ministry of Education”.

## 7. Decision

I find the Institution did not mislead the Complainant with respect to the hours of instruction provided and the calculation of the refund and, on this basis, deny the claim.

The adjudicative task for me is to determine whether the Complainant was misled in relation to a significant aspect of the Program. For a claim to be successful, there must be concrete evidence that the Institution promised the student something related to a significant aspect of the program that it objectively failed to deliver (PTA, 23(1)(b)).

The calculation and payment of a refund relate to the application of the *Private Training Regulation* [PTR] which is a matter of compliance and is within the authority of the registrar, not the Trustee. I note that, under the PTR, institutions are not required to provide a 30-day “cooling off” period and the Institution’s refund calculation complies with PTR 35(5). I remind the Institution that refunds must be issued within 30 days of withdrawal (PTR 36(a)). Finally, I note that even if the Complainant had attended only six hours of the Program, as she claims, she would have been entitled to the same refund under the PTR.

The Complainant’s submissions were entirely focused on the refund issue. Notably, the Complainant did not make any submission in support of her claim that she was misled in respect of the hours of instruction advertised /represented and the number of hours delivered.

For these reasons, I deny the claim.

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: January 6, 2025



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