

Student Complaint Decision

Complainant: [REDACTED]

Institution: 3473 – Academy of Learning College (AOL) -
Surrey

1. Introduction

The Complainant enrolled at Academy of Learning College-Langley [AOL Langley] in the Computer Service Technician Program [Program] on September 13, 2023, and transferred to the Institution on April 1, 2024, to complete the Program. The Complainant graduated on August 13, 2024.

The Complainant had multiple issues in respect of the Program delivered by both AOL Langley and the Institution and filed a complaint against the Institution [Complaint] on April 9, 2025.

The Complainant was generally dissatisfied with the quality of the Program and the support available. He further alleges that he was told the cost of post-Program certifications was included in the cost of the Program when it was not.

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

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:	Computer Service Technician
Start date:	April 1, 2024
End date:	August 26, 2024
Graduation date:	August 13, 2024
Total charged:	\$ 3,843
Tuition:	\$ 3,843
Amount paid to date by Complainant:	\$ 3,796.65
Amount of tuition paid to date by Complainant:	\$ 3,796.65

4. Issues

The following issues arise for consideration: Did the Institution mislead the Complainant in respect of the provision of the Program and representations made about the cost of certifications?

5. Chronology

April 1, 2024	Start date of the Program
April 22, 2024	Complainant raises issues with Program and transfer to Institution
June 14, 2024	Exchange between parties related to access to Labs
July 8, 9, 2024	Exchange between parties related to provision of textbook - Institution confirms "some issues with Publisher" and offers Complainant use Institution's copy.
August 13, 2024	Complainant completes Program
August 2024	Complainant initiates DRP
October 5, 2024	Institution issues decision
October 7, 2024	Complainant not satisfied with Institution's decision and responds
October 18, 2024	Meeting between parties as part of DRP
October 24, 2024	Institution confirms it contacted AOL Langley about issues raised in Complaint
April 3, 2025	Institution forwards response from AOL Langley
April 9, 2025	Complainant files Complaint

6. Analysis

AOL Langley, now operating under a different name, and the Institution are two separate institutions and they each hold a certificate.

Both institutions were AOL franchises at the time the Complainant attended the Program. I understand that AOL Langley did not renew its franchise, which prompted the transfer of its students, including the Complainant, to the Institution to complete their programs.

The Program was delivered by online instruction via the Integrated Learning System (ILS).

The Complainant was generally dissatisfied with the Program delivered by both AOL Langley and the Institution and the level of support provided. The Complainant also submits he was provided erroneous information in respect of certifications.

The Institution acknowledged it was a challenge to manage the transfer of students from AOL Langley and access to courses and exams was delayed as a result.

The Complainant raised the following issues in respect of both AOL Langley and the Institution:

1. Video on Demand (VOD) not available

The Complainant submits that one of the reasons he enrolled in the Program was the flexibility the ILS offered and the ability to learn at one's own pace. This includes the VOD which allows students to access missed lectures.

The Complainant alleges that one or more classes delivered by one instructor at AOL Langley were not available on VOD.

2. No access to hands-on practical component of the Program (Labs)

The Program includes practical components, called Labs, which allow students to practice the theory portion of the Program online.

The Complainant submits that following his transfer to the Institution, he had no access to Labs, despite multiple requests for assistance. When the Institution responded, it confirmed, mistakenly, that the Program does not include Labs.

The Complainant eventually found the link to Labs on ILS. At that time, he was in the process of completing two courses and had completed one course. Once students complete a course they can no longer access it, including the Labs portion. The Complainant submits that even if he successfully completed the Program, he did not get the opportunity to acquire the practical knowledge in respect of all courses of the Program.

In response, the Institution confirmed Labs is embedded in every course.

3. Textbook provided the day before the final exam

The Complainant submits that he only received the textbook required for the Security + course the day before the final exam.

The Institution responded that AOL Langley confirmed, in error, the textbook had been provided to the Complainant. The Institution acknowledged the “significant delay” in providing the book, confirmed it ordered the book as soon as it became aware of the issue and provided the Institution’s copy to the Complainant in the meantime. I understand the Complainant could have delayed the exam date but was not able to because of personal circumstances.

4. Representations made in respect of certification

Graduates of the Program go on to acquire certifications which are often a requirement for employment. While the Institution facilitates the process to apply for the certifications, the cost of the certifications is not included in the tuition. In addition, one must regularly apply to renew certification for a cost.

The Complainant submits AOL Langley represented the cost of the Program included the cost of the certification exams and that this was a one-time requirement, meaning that there was no requirement to renew certification.

The Complainant submits he would not have enrolled in the Program had he known he had to apply for and pay for certification exams and renew certification.

The Institution responded that it did not make such representation to the Complainant and suggested the Complainant submit a complaint to AOL Langley (or successor). As part of the DRP, the Institution agreed to contact AOL Langley (or successor) who responded that no such representation had been made to the Complainant.

5. Failure to assist with employment search

The Complainant alleges the job search course provided by AOL Langley was deficient and substandard. In response, the Institution offered the Complainant attend sessions with a learning coach.

The Complainant also raised issues related to the Institution’s dealings with StudentAid BC. These issues fall outside the scope of my authority, and I have not considered them in my decision.

7. Decision

I find the Institution did not mislead the Complainant in respect of the provision of the Program and the representations made about the cost of certifications. On this basis, I deny the claim.

While AOL Langley and the Institution were both franchisees and offered similar programs, they are two separate Institutions. This Complaint was brought against the Institution, and I must determine whether the Institution misled the Complainant in respect of a significant aspect of the Program delivered by the Institution.

Issues raised in respect of the availability of VOD, representations made about post-graduation certifications (including cost) and the job search course relate to AOL Langley, not the Institution. The Complaint is made against the Institution. Consequently, there is no basis for me to find the Institution misled the Complainant in respect of these issues.

Issues raised in respect of the access to the Labs, and the provision of the textbook were not egregious to the point of being misleading. While the Institution acknowledged challenges relating to the transfer of students from AOL Langley, I do not find the Institution's conduct amounts to misleading within the meaning of PTA 23(1)(b).

The Institution acknowledged it erred when it told the Complainant that Labs was not a component of the Program. I find the Institution's error does not amount to misleading. While not ideal, the Complainant was able to successfully complete one course without accessing Labs and was able to access Labs for the balance of the Program.

In respect of the delay in the provision of the textbook, I find the Institution's response was reasonable. Upon becoming aware of the issue, the Institution ordered the textbook promptly and provided its copy to the Complainant to use in the interim. The Institution also offered to delay the exam.

Overall, I find the Institution's was responsive to the issues raised by the Complainant.

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.

13 September 2025



Joanna White

Trustee, Student Tuition Protection Fund