

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3789 – First College

1. Introduction

The Complainant was enrolled in the Registered Massage Therapy Program [Program] and filed a complaint against the Institution [Complaint] on May 21, 2025. The Complainant withdrew from the Program on April 18, 2025, before the start of Term 3, and transferred to another institution.

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

The Complainant raises multiple issues with the delivery of the Program and submits the Institution did not issue a proper refund.

The Complainant is asking for a full refund of tuition and fees for course materials.

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:	Registered Massage Therapy Program
Student Enrolment Contract – Year 1	
Start date:	September 2, 2024
End date:	August 8, 2025
Student Enrolment Contract – Year 2	
Start date:	September 8, 2025
End date:	August 7, 2026
Withdrawal date:	April 18, 2025
Total charged:	\$ 37,150
Tuition:	\$ 33,000
Year 1:	\$ 17,000
Year 2:	\$ 16,000
Application Fee:	\$ 150
Course Materials Fees:	\$ 1,400
Textbooks Fee:	\$ 2,600
Amount paid to date by Complainant:	\$ 21,150
Amount of tuition paid to date by Complainant:	\$ 17,000

4. Issues

The following issues arise for consideration: Was the Complainant misled in respect of the delivery of the Program and the refund owed in respect of Term 3?

5. Chronology

March 27, 2024	Complainant enters in two enrolment contracts: Contract 1: September 2, 2024 to August 8, 2025 Contract 2: September 8, 2025 to August 7, 2026
September 2, 2024	Start date of Program
March 17, 2025	Letter to Institution on [REDACTED]
March 22, 2025	Complainant provides Notice of Withdrawal effective April 18, 2025, and asks for refund for Term 3

March 24 and 27, 2025	Emails from Institution related to refund: two emails confirm [REDACTED]; one email confirms refund will be calculated per Tuition Refund Policy
March 27, 2025	Institution meets with Complainant's cohort
April 10, 2025	Institution confirms Complainant's withdrawal, specifies changes made following class meeting and the move to new location, and asks whether Complainant wants to reconsider withdrawal
April 11, 2025	Students follow-up about March 17 email (re: concerns with instructor)
April 11 or 17, 2025	Complainant initiates DRP
April 13, 2025	Institution responds to March 17 email
April 18, 2025	Effective date of withdrawal
April 29 or 30, 2025	Complainant follows-up DRP and raises additional issues
April 30, 2025	Institution issues decision [Decision 1]
May 7, 2025	Complainant appeals Decision 1
May 15, 2025	Institution issues decision [Decision 2]
May 21, 2025	Complainant files Complaint

6. Analysis

The Complainant withdrew after having completed two of the three terms of the first year of the Program.

The Complainant raises numerous issues which I have summarized here:

Refund Calculation

The Complainant was invoiced in respect of each term before the start of the term. At the time of withdrawal, the Complainant had paid for Term 3.

The Complainant alleges that, following her withdrawal, the Institution owed a refund of \$5,700 in respect of Term 3. This is the main issue complained about.

The Complainant submits: "My most urgent concern is the [REDACTED]. According to First College's own refund policy, these funds should have been returned to Student Loans well within the 30-day period following my withdrawal".

The Institution's communications related to the refund are as follows: In two separate emails (March 24 and 27, 2025) the Institution confirms it will issue a refund, and in a third email (March 24, 2025) responds it will review whether a refund is owed "based on PTIB Student Tuition Protection policies".

To date, no refund has been issued.

In its Response, the Institution submits it does not owe a refund in respect of Term 3 in accordance with the terms of its Tuition Refund Policy "and in accordance with PTIRU's regulatory framework".

The Complainant also asks for a refund of \$1, 400 for course materials. I do not have jurisdiction to order a refund of fees other than tuition.

Instructors

The Complainant submits as follows:

- One new instructor was lacking the necessary experience to teach. The instructor prevented students from asking question and did not provide the full curriculum because they fell behind. In addition, midterms were cancelled, and rescheduling was only communicated to students the following week. This delay affected the teaching schedule.
- One instructor “lacked the essential hands-on training that this course is designed to deliver”, provided minimal hands-on learning, and inflated grades.

The Institution held a meeting with students in the Complainant’s cohort to discuss issues raised in respect of the new instructor.

The Institution later confirmed several changes were implemented to address the issues raised:

Going forward, the instructor will receive additional support and will be assigned to courses that are more closely aligned with their knowledge base and experience. Regarding the course content, please be assured that any material not covered in detail this term will be thoroughly addressed in upcoming terms—no essential information will be missed.

The Institution adds all instructors (including the new instructor) meet the requirements set by the Canadian Massage Therapy Council for Accreditation (CMTCA).

Learning environment

The Complainant submits as follows:

- The Complainant could not download teaching materials without WIFI
- The Complainant could not access course materials following their withdrawal
- The Institution’s dress code was not appropriate which “created a very uncomfortable learning environment”

The Institution responds the Complainant had full access to course materials up to the date of withdrawal and confirms it does not provide access to digital content once a student completes a program or withdraws.

In respect of the dress code, the Institution confirms it has a dress code policy that applies to all students and submits the complaint is unfounded and unrepresentative of actual student experience.

In its April 10, 2025 email to the Complainant the Institution confirms “adjustments to the instructor assignments in Term 3” and that it is moving to a new location “that offers a more comfortable and supportive environment”. The Institution adds: “If you have changed your mind and would like to continue with us, we would be happy to welcome you back”.

Attendance

The Complainant submits Canvas, the learning management system (LMS) used by the Institution, did not record the Complainant's attendance accurately.

The Institution acknowledges issues with Canvas recording attendance accurately and confirms it offered to provide written attendance sheets.

The Complainant submits in reply: "While paper records may have existed, students were never informed of discrepancies nor given reliable access to review or correct their attendance data. This lack of transparency and responsiveness undermines the academic integrity of the grading system".

Instructor's Inappropriate Behaviour

The Complainant alleges an instructor displayed inappropriate behaviour during a demonstration with another student which made the class uncomfortable.

The Institution categorically denies the Complainant's allegation and says this issue was not raised by the student in question.

Other Issues

The Complainant raises issues in respect of Student Aid BC, privacy breaches and bullying. These allegations fall outside my jurisdiction, and I have not addressed them in this decision.

The Institution, in responding to each issue in the Complaint, submits the issues should have been raised while the Complainant was enrolled in the Program.

7. Decision

As a preliminary matter, I would like to address the Institution's submission that the Complainant should have raised the issues complained about at the time she was enrolled in the Program. This is not consistent with the statutory scheme wherein students have one year from dismissal to file a claim with the trustee and can submit their complaint to the institution as part of the DRP at any time. There is no requirement the complaint be submitted while a student is enrolled or immediately after the event complained about.

Turning to the merits of the claim, I find the Institution misled the Complainant in respect of the tuition refund owed and, on this basis, approve the claim.

The *Private Training Regulation* sets standards in respect of an institution's tuition refund policy. An institution can choose to apply a more generous refund policy.

Under the terms of Tuition Refund Policy included in the enrolment contract, no refund is due. In this case, however, the Institution confirmed twice, in two separate emails, that it would issue a refund in respect of Term 3 and in a third email, vaguely referred to PTIRU's policy. There was no contemporaneous clarification by the Institution that the confirmation of a refund for Term 3 was an error. In effect, by confirming that a refund was due, the Institution represented to the Complainant that it was applying a more generous refund policy than the one listed in its enrolment contract. I find it was reasonable for the Complainant to rely on the Institution's confirmation of a refund, and that it was misleading for the Institution to then reverse itself, without explanation, and refuse to issue the refund. It is on the basis of this finding that I approve the claim.

I do not find the Complainant was misled in respect of the other issues raised in the Complaint.

I am satisfied with the Institution's response in respect of the issues related to instructors. The Institution was responsive and implemented changes.

In respect of the issues raised related to the learning environment and attendance records, I find these do not amount to a significant aspect of the Program within the meaning of PTA 23(1)(b). Further, I find the Institution was responsive.

Finally, I accept the Institution's response that the alleged inappropriate behaviour of an instructor vis à vis another student was not raised by the student in question.

For these reasons, I find the Complainant was misled in respect of the refund owed and authorize payment of **\$5,700** from the Fund.

The payment will be directed in the following order: 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 second, to the Complainant (PTA 25).

The Institution is required to repay the total amount of **\$5,700** to the Fund (PTA 27).

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.

29 September 2025



Joanna White

Trustee, Student Tuition Protection Fund