

Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 3167 – CanScribe Career College

1. Introduction

The Complainant was enrolled in the Medical Transcription – Healthcare Documentation Specialist program [Program] and filed a complaint against the Institution [Complaint] on September 6, 2025, after having graduated on June 6, 2025.

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

The matter at issue is the Institution’s representations made in respect of the availability of an external practicum during the Program and employment opportunities upon graduation.

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:	Medical Transcription – Healthcare Documentation Specialist
Start date:	September 9, 2024
End date:	August 9, 2025
Graduation date:	June 6, 2025
Total charged:	\$ 4,494.80
Tuition:	\$ 2,496
Assessment Fee:	\$ 250
Administration Fee:	\$ 250
Registration Fee (Application Fee):	\$ 250
Program Materials:	\$ 827
Textbook Fee:	\$ 122
Processing Fee:	\$ 299.80
Amount paid to date by Complainant:	\$ 4,494.80
Amount of tuition paid to date by Complainant:	\$ 2,795.80

I have determined the processing fee of \$299.80 is akin to a registration/application fee for which the maximum allowed is \$250 and was already charged, *Private Training Regulation* 30(1)(b)). For that reason, I determined \$299.80 is tuition (PTA, definition of “tuition”)

4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant in respect of its representations related to the availability of an external practicum and employment opportunities upon graduation?

5. Chronology

September 9, 2024	Program start date
June 6, 2025	Complainant graduates, Institution provides list of potential employers
June 27, 2025	Complainant advises Institution she has not heard back from any potential employers
June 27, 2025	Institution responds
June 30, 2025	iMedX email to Complainant confirming they are not hiring outside Australia
July 23, 2025	Complainant enquires about Institution’s offer for “unlimited job placement assistance”
July 23, 2025	Institution responds and provides list of potential employers
August 9, 2025	Complainant lists her complaints related to provision of practicum and job opportunities

August 11, 2025	Institution acknowledges “external practicums” have been suspended since COVID-19 and all practicums are held at the Institution
August 11, 2025	Institution provides list of job postings for remote work
August 11, 2025	Complainant asks for full refund
August 11, 2025	Institution responds
August 11, 2025	Complainant submits complaint to Institution and initiates DRP
August 14, 2025	Institution issues decision [Decision 1]
August 19, 2025	Complainant responds
August 29, 2025	Institution issues decision [Decision 2]
September 6, 2025	Complainant files Complaint

6. Analysis

The Program is delivered by distance education.

The Program includes a work experience component (practicum) which was delivered by the Institution.

The Complainant says the key factors in her decision to enroll in the Program were the Institution’s representation of high employment rates for graduates of the Program and the option to work remotely.

The Complainant summarizes the issues complained about as follows: “The practicum component, as well as the school’s use of outdated statistics and exaggerated claims to attract prospective students, giving them a false sense of security about future employment prospects”.

The Institution advertises four practicum options, including as one of the options, an internal work experience where the Institution hosts the practicum. The Complainant submits the Institution did not provide an “external practicum” despite its claims that “any student who achieves 95% on all reports may qualify for an external practicum”.

The Complainant submits she has not found remote work in her field of study.

The Institution makes numerous representations on its website related to employment opportunities, including the following:

- There is a currently a huge demand for CanScribe Medical Transcriptionist/Healthcare documentation specialist graduates.
- 85% of our grads find employment within the first two weeks of graduating.
- 88% of our graduates are hired right out of their practicum.
- What I can tell you is CanScribe recommendations are highly respected in the industry and as a result end in career placement. We cannot fill demand.
- Employers will waive the 2-5 years work experience prerequisite...because you are a CanScribe graduate.
- CanScribe graduates are highly sought after by employers through the industry.

The Complainant adds that despite the Institution’s claim that “AI or speech recognition technology would not replace MT roles for at least the next one or two decades”, there has been a dramatic shift within her 10 months of enrolment in the Program and “many companies began downsizing, reducing hiring, or closing altogether”.

Following graduation, the Complainant contacted the potential employers on the list provided by the Institution. The Complainant says two potential employers responded: One said the Complainant lacked experience and the other confirmed they were not hiring outside of Australia at this time.

The Complainant contacted the Institution to request “unlimited job placement assistance,” as advertised. The Complainant says the Institution simply provided the same list of potential employers it had already provided. The Complainant submits: “Simply re-sending the same employer list does not constitute meaningful or active support in securing employment.”

With respect to the claim that she was not provided an external practicum, the Institution initially confirmed that, since COVID-19, it no longer offers “external practicums”, and all practicums are held at the Institution. In its Response, the Institution submits the Complainant was provided inaccurate information regarding the availability of an external practicum. The Institution’s position is that it did not promise or guarantee an external practicum; consistently represented that an external practicum **may** be available; and has no control over the availability of external practicums at any given time.

In respect of the claim of “unlimited job placement assistance,” the Institution responds: “Graduates can contact the college at anytime for assistance in creating cover letters and resumes, interview tips and practice, job availability, additional training, etc. The college is not a recruitment company and doesn’t advertise to be one. Graduates are ultimately responsible for searching for and obtaining employment.”

The Institution disputes the allegation that there are no job openings and submits the Complainant did not apply for specific jobs. The Institution adds that “several graduates have obtained positions performing general, insurance, legal and law enforcement transcriptionists, MOAs, health record clerks, etc., from our HDS training, of which the complainant says she is not qualified for. It appears that the complainant has chosen not to apply for these positions.” While the Institution acknowledged in its August 11, 2025 email “significant shifts in hiring practices and geographical restrictions, especially for remote roles”, it says in its Response that this was a mischaracterization of the job market.

The Institution responds as follows in respect of the following statements posted on its website:

- “85% of graduates secure employment within two weeks and 88% of graduates are hired right out of their practicum”

The Institution submits the statistics are based on data collected between 2017 and 2022 and this information is clearly posted with the statement.

- “We cannot fill the demand”

The Institution submits it has “consistently been contacted by employers” and adds:

CanScribe is not in control of when these requests come in. ...On top of that, CanScribe is mindful of changes within any industry and adjusts its enrolment intake to compensate for the changes in any particular industry. That compensation ensures continued demand for our graduates. Our MT/HDS CanScribe graduates continue to find employment in a variety of positions within and outside of HDS specifically.

- Employers waive the 2-5 years' experience requirements for CanScribe graduates

The Institution submits it has partnership agreements with employers such as AQuity, iMedX Australia, and Keizer Solutions and they waive work experience requirements for Institution graduates. The Institution denies iMedX only hires Australians and says iMedX recently contacted the Institution to encourage new graduates to apply.

The Institution provided a list of several job offerings based on a recent job search. The Institution says it cannot be blamed for the fact that potential employers did not respond to the Complainant and “there are many factors that could be at play, which are out of the college’s scope of control or responsibility”. The Institution adds the Complainant is only applying for remote positions and “is not applying for anything outside of an actual Transcription named position”. The Institution cites a recent graduate who received two transcription job offers.

In her Reply, the Complainant says she reviewed the list of job offerings provided by the Institution and submits the following:

I found that many postings were either scams, required a minimum of five or more years of experience, did not hire outside of their respective countries, or later in the posting specify onsite or hybrid positions only. Simply entering a few keywords into a search engine without verifying the accuracy or eligibility of the postings is insufficient.

In her Reply, the Complainant provides a copy of a June 30, 2025, email from iMedX confirming it is not hiring outside Australia.

7. Decision

The question for me to determine is whether the Institution’s representations were misleading withing the meaning of PTA 23(1)(b).

I have carefully reviewed the parties’ submissions and find, on a balance of probabilities, the Institution misled the Complainant with respect to the representations about employment opportunities available upon graduation. For this reason, I approve the claim.

The Institution makes numerous claims related to the prospect of employment for graduates of the Program. I find the representations refer to employment numbers that are outdated and exaggerate realistic prospects of employment. While I acknowledge the Institution clarified, on its website, that employment numbers are based on data collected between 2017 and 2022, that does not negate the fact that overall, the representations related to employment are not current and likely inflated. Prospective students researching programs online are looking for current and accurate assessments of the job market and a realistic sense of whether they will be able to secure employment following completion of the program. Based on the representations made by the Institution, I consider it was reasonable for the Complainant to expect she would receive multiple job offers in her field of study upon graduation. To clarify, I am not suggesting that the Institution in any way guaranteed the Complainant employment

following graduation. Rather, my finding is that the manner in which the Institution represented the job market and employment prospects gave the Complainant a false impression regarding the ease to which she would be able to secure employment. Moreover, the Complainant submits that these representations were a key factor in her decision to enrol in the Program. For these reasons, I find that the representations were misleading within the meaning of PTA 23(1)(b).

I find the Institution's representations related to the provision of an external practicum do not amount to misleading within the meaning of PTA 23(1)(b). The options advertised did include an internal work experience where the Institution hosts the practicum.

I strongly suggest the Institution revise its representations related to the availability of an external practicum and employment opportunities to ensure both their accuracy and currency.

When determining the amount of the refund, I have taken into consideration the fact that the Complainant was only willing to accept remote work which may have contributed to her challenges in securing employment post-graduation.

I authorize payment of \$ 1,397.90 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 \$1,397.90 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.

17 March 2026



Joanna White
Trustee, Student Tuition Protection Fund