

Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 3754 – Medical Reception College Ltd.

1. Introduction

The Complainant was enrolled in the Medical Reception Assistant Program [Program]. The Complainant filed a complaint against the Institution [Complaint] on September 9, 2025.

The Complainant exhausted the Institution’s dispute resolution process [DRP] prior to filing this Complaint. The matter at issue is whether the Institution misled the Complainant by restricting her access to the Program while she awaited the outcome of a pending StudentAidBC (SABC) appeal (necessary for her to be able to pay her tuition).

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:	Medical Office Assistant
Start date:	July 7, 2025
End date:	September 26, 2025
Total charged:	\$ 6,100
Tuition:	\$ 6,100
Amount paid to date by Complainant:	\$ 3,322
Amount of tuition paid to date by Complainant:	\$ 3,322

4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant by restricting her access to the Program while she awaited the outcome of a pending SABC appeal?

5. Chronology

June 23, 2025	Complainant appeals SABC loan decision regarding a pre-existing overaward [Appeal 1].
June 27, 2025	Student Enrolment Contract [Contract] signed. Program dates: July 7, 2025 – September 26, 2025. Contract lists tuition due on first day of Program.
June 27, 2025	Complainant pays \$150 enrolment fee.
July 7, 2025	Program start date
July 9-11, 2025	SABC disburses student loan of ████████ to Institution.
July 11, 2025	SABC denies Appeal 1 and advises she can request review by the Appeal Committee [Appeal 2].
July 16, 2025	Complainant pays \$550 partial tuition.
July to August 2025	Complainant submits various assignments.
July 29, 2025	Appeal 2 set for August 19, 2025.
August 13-18, 2025	Email exchanges regarding outstanding tuition. Institution extends payment deadline to August 18 and advises that non-payment will result in restricted access to Program. Complainant requests flexibility pending Appeal 2, offers partial payment (\$200), and requests all communication by email.
August 20, 2025	Complainant reports inability to access course quiz on Microsoft Teams. Institution reiterates that tuition deadline cannot be extended and access will resume after full payment.
September 2-9, 2025	Email exchanges between Complainant and Institution regarding tuition and access. Institution states access has been restricted due to outstanding tuition and will be restored upon full payment. Complainant seeks clarification of completion date.

	Institution advises completion date will not be September 30 and will be reassessed once tuition is paid.
September 2, 2025	Complainant initiates DRP. Alleges premature denial of access while Appeal 2 pending. Institution responds same day, confirming access will resume upon receipt of full payment.
September 9, 2025	Complainant files Complaint
September 9, 2025	Appeal 2 denied
September 26, 2025	Program end date

6. Analysis

The Program is a 12-week Medical Office Assistant program that includes a practicum. The Contract lists the Program start date as July 7, 2025, with an expected end date of September 26, 2025. The Contract specifies that tuition is due on “the first day of the class session”. The Complainant required a student loan to pay for the Program.

The Complainant signed the Contract on June 27, 2025, paid a \$150 enrolment fee on the same date, and paid an additional \$550 on July 16, 2025. On or about July 9-10, 2025, SABC disbursed a student loan of [REDACTED] to the Institution.

Prior to enrolling in the Program, the Complainant became aware that part of her anticipated SABC funding would be reduced due to an existing overaward. On June 23, 2025, the Complainant appealed the SABC determination of an overaward. On July 11, 2025, SABC denied Appeal 1. The Complainant further appealed and on July 29, 2025, she received confirmation that the Appeal Committee meeting would occur on August 19, 2025. The Complainant says she relied on this scheduled review date and continued participating in coursework and practicum activities while Appeal 2 was pending. She submitted multiple homework assignments to the Institution between July and August 2025.

The record does not contain communications regarding outstanding tuition prior to August 2025. The Institution submits that “multiple follow-up communications were made by phone to remind her of the tuition payment, which remained outstanding” but specific dates are not included. Between August 13 and 18, 2025, the Institution issued several reminders to the Complainant regarding her outstanding tuition balance, emphasizing that tuition had been due on the first day of the Program. The Institution extended a “final payment deadline” to August 18, 2025 and advised that, if payment was not received, it would implement restrictions, including suspension of weekly modules, quizzes, and online instructor sessions. The Complainant informed the Institution she was fully participating in her practicum, had submitted all assignments to date, and that her appeal decision was expected following the August 19 committee meeting. She requested permission to remain enrolled pending the outcome. The Complainant also offered to make a \$200 partial payment.

On August 20, 2025, the Complainant reported she could no longer access a scheduled quiz on Microsoft Teams. She continued requesting clarification and accommodation, reiterating that her funding decision was expected shortly. The Institution responded that access would remain suspended until tuition was paid in full. It informed her there was no commitment to a continuation or restart date until full payment was received and that any future completion timeline would be reassessed only once payment was made.

On September 2, 2025, the Complainant initiated the DRP. In her DRP submission, she asserts she was misled regarding her enrolment status while awaiting an SABC decision and that the sudden restriction of online access constituted a denial of service that made Program completion impossible. She requested reinstatement of access to course materials, a guarantee of no further termination while the appeal was pending and a reasonable payment arrangement if her appeal were denied. The Institution's same-day response restated the Contract's payment terms and confirmed that access would not be reinstated until tuition was paid in full.

On September 9, 2025, SABC issued the final decision denying Appeal 2. By this time, the Complainant had been unable to access required academic components for approximately three weeks, and the original Program end date was approaching. The Complainant submits that once her access to modules, quizzes, and instructor sessions was removed, she could no longer progress academically. She states that "restricting my access under these circumstances amounts to a premature denial of service" and that, as a result, continuing in the Program became "impossible".

In its Response, the Institution asserts that payment was due in full on the first day of the Program which was clearly communicated to the Complainant. It submits that it granted a courtesy payment extension to August 18, 2025, and that it remained willing to reinstate her once full payment was received. Regarding the SABC pending appeal, it states that "any funding-related matters are between the student and the student aid provider". It submits that its enforcement of payment terms was consistent with the Contract and its internal policy.

The central allegation is that the Institution misled the Complainant regarding her ability to remain enrolled and continue accessing core instructional components of the Program while a government funding appeal was underway. The Complainant maintains that the Institution's strict enforcement of a Day 1 tuition deadline, after having enrolled her as a SABC-funded student and after having received ██████ in government loan disbursements, contradicted the realities of the student loan system. She states this resulted in a loss of academic access that prevented her from completing the Program and caused financial and educational harm.

7. Decision

For the following reasons, I find the Institution did not mislead the Complainant by restricting her access to the Program prior to her final SABC appeal result.

Although the Institution permitted her to begin the Program and extended payment deadlines, it communicated that continued access required full payment. The Contract also clearly stated the tuition deadline. The Complainant knew she could not meet this requirement without a favourable appeal, and her funding issues predated the signing of the Contract. In other words, the Complainant enrolled in the Program knowing she did not have the full funding and was reliant on a favourable appeal. While I do not find it was misleading for the Institution to restrict access when it did, I do think the communication could have been improved so that the Complainant clearly understood that the payment deadline was not waived indefinitely and the obligation to pay the amount due under the Contract was not tied to receipt of student loan funding.

The claim is denied.

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