

## Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 4119 – Canadian College of Technology and Business

**1. Introduction**

The Complainant was enrolled in the Business Administration with Co-op Program [Program]. The Complainant filed a complaint against the Institution [Complaint] on August 15, 2025, after having completed the Program on June 13, 2025.

The Complainant exhausted the Institution’s dispute resolution process [DRP] prior to filing this Complaint. The matter at issue is whether the Complainant was misled in relation to the provision of the work experience component of the Program.

**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:	Business Administration with Co-op
Start date:	September 18, 2023
End date:	February 7, 2025
Revised End date:	June 13, 2025
Graduation date:	June 13, 2025
Total charged:	\$ 7,500
Tuition:	\$ 10,500
Application Fee:	\$ 250
Textbook Material Fee:	\$ 250
Tuition Reduction: Discounts and Scholarships	\$ 3,500
Amount paid to date by Complainant:	\$ 7,350
Amount of tuition paid to date by Complainant:	\$ 7,000

### 4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant in relation to the provision and timing of the work experience component of the Program?

### 5. Chronology

<b>July 15, 2022</b>	Student Enrolment Contract signed [ <b>Original Contract</b> ]. Work experience dates: August 26, 2024 - February 7, 2025
<b>September 18, 2023</b>	Program start date
<b>August 2024</b>	Complainant completes academic portion of Program. Contacts Institution about suitability of co-op placement at H&M. Institution agrees placement not appropriate and prioritizes Complainant for reassignment.
<b>September 9, 2024</b>	Complainant emails Campus Director
<b>October to November 2024</b>	Various email exchanges between Complainant, Campus Director, Career Services staff, and hiring partners regarding Complainant's job search. Complainant raises concerns about resume guidance and lack of job descriptions for interviews.
<b>November 26, 2024</b>	Complainant offered co-op placement (GUS Admissions)
<b>January 3-4, 2025</b>	Work Term Agreement signed
<b>February 6, 2025</b>	Original Contract amended [ <b>Amended Contract</b> ]. Work experience start date backdated to December 30, 2024 and Program end date extended to June 13, 2025.
<b>February 7, 2025</b>	Original Program end date

<b>February 24, 2025</b>	Institution claims it emailed Complainant offering visa extension help/tuition refund (no copy of email provided)
<b>June 13, 2025</b>	Complainant successfully completes Program
<b>July 9, 2025</b>	Complainant initiates DRP requesting full refund
<b>July 11, 2025</b>	Institution denies refund request [ <b>Decision 1</b> ]
<b>July 29, 2025</b>	Institution affirms Decision 1
<b>August 15, 2025</b>	Complainant files Complaint

## 6. Analysis

The Program consists of two academic terms (totalling 480 hours) and a 480-hour co-op/work experience component. Both elements must be completed for successful graduation.

The Original Contract lists the work experience start and end dates as August 26, 2024 to February 7, 2025, and the geographic location of the co-op as Canada.

In August 2024, the Complainant completed the academic portion of the Program. He says, prior to the co-op term, staff informed him and other students that securing a placement was “solely the student’s responsibility.” He acknowledges the Institution held networking events and resume workshops, but he found them of “limited effort” and of little practical assistance. The Complainant was unsuccessful in his efforts to independently secure a placement. As the co-op start date approached, he felt pressured to use his retail job at H&M as a co-op placement and a Work Term Agreement was approved for this position. On August 21, 2024, the Complainant raised concerns that the position did not meet the Program’s requirements. On August 27, 2024, the Campus Director agreed the placement did not meet the “program’s expectations and requirements” and revoked the Work Term Agreement.

The Institution then began active placement efforts for the Complainant, after the original co-op start date had passed. Between October and November 2024, the Complainant participated in several interviews arranged through the Institution. However, he raised concerns about “incorrect resume advice”, inconsistent communication, and being sent into interviews without job descriptions. The Institution acknowledged that the resume guidance provided was inappropriate, followed up with relevant staff, and explained that job descriptions were not available for certain newly created positions. The Complainant responded promptly to communications, attended all interviews he was offered on record, and followed-up with potential employers (both of his own discretion and upon the Institution’s advice). On November 26, 2024, he was offered a position. It took approximately three weeks for the Work Term Agreement to be finalized, and it was signed on January 3-4, 2025. The Complainant began the co-op after this date, approximately 4 months after the scheduled start date for the work experience included in the Original Contract

On February 6, 2025 (one day before the original end date) the Complainant signed the Amended Contract which retroactively postponed the co-op start date to December 30, 2024 and extended the Program end date to June 13, 2025. The Complainant states the amendment was presented only after he had already begun his co-op, and that he signed “solely because the document was required” for his visa extension. He notes if he had been “been properly informed that [he] could withdraw and request a refund at the time [he]

raised concerns” he would have done so immediately. He disputes that he received “repeated opportunities to request a refund” as the Institution claims.

The Complainant describes his co-op experience as “substandard.” He states he was not provided a work laptop and used personal equipment despite technical limitations. His team was located on the East Coast of the United States, resulting in inconsistent meeting availability.

He also faced delays obtaining a required visa extension. He states that the immigration consultant assigned by the Institution left their position without notice, causing communication lapses, delayed filings, and, ultimately, financial loss when the Complainant purchased a non-refundable plane ticket under the assumption his extension was progressing as expected. He further states he was contacted repeatedly for unpaid fees that the Institution had promised to cover, although this correspondence was not provided with the Complaint. The Institution says the Complainant ultimately did not pay the consultant’s fees and the matter was resolved internally.

The Complainant completed the Program on June 13, 2025. In July 2025, the Complainant initiated the Institution’s DRP, seeking a full tuition refund. He states he was not informed of his right to appeal Decision 1 and he only pursued an appeal because he was familiar with the DRP policy. The appeal was ultimately denied on July 29, 2025.

In its Response, the Institution submits it exercised due diligence and provided timely support throughout the work placement process. It relies on the Complainant’s positive midterm and final evaluations, completed March and June 2025 by both the Complainant and his supervisor, to demonstrate that the co-op was ultimately successful. The Institution also states that it assisted with the visa extension process at no cost and provided reasonable accommodations, including the option to complete the co-op remotely. Although the Complainant has provided one email (dated September 9, 2024) with references to a discussion regarding potential tuition refund and visa extension support, the Institution did not provide the February 24 email it relies on as evidence of formally offering this support.

The Institution also submits it arranged a placement more than 30 days before the contract end date and relies on the June 13, 2025 end date listed in the Amended Contract. Ultimately, the Institution submits there is “evidence of consistent and timely support provided by multiple CCTB staff members across departments...which led to [the Complainant’s] successful co-op placement in December 2024, successful completion of [his] co-op requirements in June 2025, and leading up to [his] successful graduation from the program in July 2025.”

The central allegation is that the Institution misled the Complainant about the provision and timing of the co-op/work-experience component as follows:

1. By stating students were solely responsible for securing their own placements and approving an inappropriate placement; and

2. By failing to provide adequate support before the scheduled start of the work experience and only arranging a “sub-standard” placement months after that date had already passed and the Complainant raised concerns.

The Complainant maintains that the delay and lack of communication necessitated extra costs, a visa extension, and added living expenses, all of which caused undue stress.

## 7. Decision

For the reasons set out below, I find the Institution did not mislead the Complainant regarding the provision of the work experience. Accordingly, I deny the claim.

“Work experience component” is defined in section 1 of the *Private Training Regulation [PTR]* as a required part of a program “...that is provided by a host organization in which a student obtains practical skills relevant to the learning objectives of the program.” It is the Institution’s obligation to ensure that the work experience component “includes work experience activities that are directly related to the learning objectives of the program...in which the student is enrolled”: PTR 41(6)(b).

In this case, the Institution initially approved a co-op placement for the Complainant at H&M as a retail associate. A retail sales position is not related to the learning objectives of this Program, and it is concerning that the Institution approved it. After the Complainant raised this issue, the Institution acknowledged this error, revoked the placement, and began arranging interviews with host organizations that met program requirements. While the Complainant experienced delays and frustration in securing a suitable placement, the Institution took steps to remedy its initial error. It remained in communication with the Complainant and facilitated a work experience that aligned with the Program.

The Complainant also raised concerns regarding his co-op experience, including the lack of a dedicated laptop and limited meeting availability with his remote team. However, the evidence does not support a finding that the work experience was so removed from the Program’s learning objectives as to be misleading. Ultimately, the Complainant completed the co-op, with successful workplace reviews, and graduated.

The Complainant also raised concerns about inconsistent communication, resume guidance, and delays in the visa-extension process. While these matters understandably caused stress, they do not establish that the Institution misled the Complainant with respect to a significant aspect of the Program.

Given the steps taken by the Institution to correct its initial error, secure a program-related placement, and the Complainant’s successful graduation, I find that the Institution did not mislead the Complainant regarding the work experience within the meaning of s. 23(1)(b) of the PTA.

Notwithstanding my decision to deny the claim, I would be remiss in my duties as Trustee if I did not comment on the Institution's approach to approving work experience placements. Approving a retail position that is plainly unrelated to the Program's learning objectives is inappropriate. Although the Institution ultimately remedied the situation, this initial approval should not have occurred. The Complainant also raised concerns regarding the Institution's general organization of workplace opportunities and job fairs. I encourage the Institution to review its processes for both facilitating and approving work experience placements to ensure students are adequately supported and provided suitable work placements that are directly related to the learning objectives of their program.

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.

17 March 2026



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