

## Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 745 – Automotive Training Centre

### 1. Introduction

The Complainant was enrolled in the Automotive Refinishing Prep Technician Program [Program]. The Complainant filed a complaint against the Institution [Complaint] on September 25, 2025, after having been dismissed from the Program on July 18, 2025.

The Complainant exhausted the Institution's dispute resolution process [DRP] prior to filing this Complaint. The matters at issue are whether the Institution misled the Complainant regarding the admission requirements; the practicum requirements; and his academic standing during 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:	Automotive Refinishing Prep Technician
Start date:	September 23, 2024
End date:	August 1, 2025
Dismissal date:	July 18, 2025
Total charged:	\$ 19,930
Tuition:	\$ 16,400
Application fee:	\$ 300
Textbook fees:	\$ 385
Supplies/ Material fee:	\$ 1,155
Tools fee:	\$ 1,690
Amount paid to date by Complainant:	\$ 19,930
Amount of tuition paid to date by Complainant:	\$ 16,400

### 4. Issues

The following issues arise for consideration: Was the Complainant misled regarding the admission requirements; the practicum requirements; and his academic standing during the Program?

### 5. Chronology

<b>August 14, 2024</b>	Student Enrolment Contract [ <b>Contract</b> ] signed. Admission requirements listed in the Contract: Grade 12 or equivalent or a minimum score of 70% on Institution pre-entrance assessment.
<b>September 23, 2024</b>	Program start date
<b>Fall 2024 to Spring 2025</b>	Complainant participates in theory and shop modules.
<b>October 2024</b>	Complainant takes “approved” six-day vacation; attendance records show absences on October 7, 8, 10, and 11, marked as “justified”.
<b>May 29-30, 2025</b>	Communication regarding practicum packages.
<b>May 29, 2025</b>	Complainant’s “last day in attendance” for in-class portion of the Program.
<b>June 2-12, 2025</b>	Start of practicum. Institution sends a text (June 2) and email (June 12) requesting confirmation of practicum participation and host details.
<b>July 15-18, 2025</b>	Institution sends follow-up emails and voicemails requesting the practicum host’s company name, location, supervisor’s name, and email (emails July 15-18; voicemail logs

	July 16-17). Emails warn the file “may be closed as incomplete.” Complainant confirms by telephone he has a host but does not disclose details.
<b>July 18, 2025</b>	Institution emails Complainant stating his file has been “closed as incomplete”.
<b>July 21, 2025</b>	Institution issues a “Confirmation of Withdrawal” letter. No refund due.
<b>August 2025</b>	Complainant initiates DRP
<b>August 23-27, 2025</b>	Various email exchanges between Complainant and Institution regarding attendance records, transcripts, and the accuracy of these records. Complainant declines offer to rewrite exams.
<b>September to October 2025</b>	Complainant continues to seek explanations for the withdrawal and incomplete modules, and raises concerns about practicum, attendance calculations, and the late disclosure of deficiencies.
<b>November 20, 2025</b>	Institution attempts to verify the practicum host using contact information provided by Complainant. The email is returned as undeliverable, and online searches do not identify the company.

## 6. Analysis

The Program consists of in-class theory and shop components followed by an 8-week practicum/work-experience. Both components must be completed for successful graduation. Under the Contract, the Program runs from September 23, 2024 to August 1, 2025, with a total of 860 instructional hours. The Contract also sets out admission requirements, practicum expectations, and tuition/refund rules, including a clause requiring a full refund if a student was enrolled without meeting admission requirements and did not misrepresent their skills.

The Complainant states he completed all required theory tests on Canvas during the Program and consistently received high marks. He asserts the Institution did not provide progress reports during the Program, and that he was only informed of failing marks after he had completed his practicum. He disputes the accuracy of the Institution’s academic records, including Modules 10 to 13 being marked as “1%” or “incomplete”, and states the Institution removed his Canvas access, preventing him from verifying his grades. The Institution’s transcript and grade printout list is missing submissions for assignments associated with Modules 10 to 13.

In response to the Complainant’s July 31 and August 10 emails, the Institution provided detailed module date ranges and listed the days he was marked absent for Modules 10 to 13. It stated that assignments were due within those dates but were not submitted, resulting in incomplete grades. The Institution says weekly progress information was provided but submitted no supporting documentation with its Response. The Complainant denies receiving any such updates. The Complainant also provided images of a completed welding project, which he says demonstrates successful completion of practical components.

The practicum is an area of dispute. The Complainant says he began his practicum after May 30, 2025, attended regularly, and verbally informed the Institution that he had secured a host. He states he provided his completed practicum package, including attendance records and a host evaluation. He notes in his Reply that he submitted these “the following week after July 18” (which is after the Institution emailed him that he had been withdrawn). There is no communication in the materials which shows when the Complainant delivered the documents to the Institution. The practicum documents included with the Institution’s Response show a named host, practicum dates from June to July 2025, and 180 hours of attendance, with forms signed between July 21 to 31, 2025.

The Institution's position is that the withdrawal was mandatory because the Complainant failed to provide verifiable practicum host details despite repeated requests beginning June 2, 2025. The Institution says the Complainant stated only that he "had a host," but did not provide the company name, location, supervisor, or contact information needed to confirm placement. The Institution also submits the Complainant did not respond to emails warning that his file could be closed as incomplete. The Institution states that because practicum participation could not be verified for more than 10 consecutive days beginning June 2, 2025, it reported the Complainant as withdrawn. The Institution's internal withdrawal form lists July 18, 2025 as the withdrawal date and checks "WITHDREW – VERBAL NOTICE." The Complainant denies giving notice or intending to withdraw and says he did not understand "file closure" to mean withdrawal, given his limited English language proficiency.

A later attempt by the Institution (November 20, 2025) to contact the host using the email address provided by the Complainant resulted in an "address not found" bounce-back. The Institution also included results from an online search where the practicum host did not appear. The Complainant in his Reply states that the host company dissolved after the practicum had ended.

There is also disagreement about attendance calculations in relation to the practicum. The Complainant's transcript lists his attendance as 75% for the in-class portion. The Institution's attendance sheet calculates 52% across the full 860 hours, including practicum hours marked as absent because the practicum was not verified. The Complainant disputes the Institution's use of retroactive practicum absences in its calculation.

The Complainant further asserts that the Institution misled him by enrolling him despite his limited English proficiency, which he says did not meet the Grade-12-equivalent admission requirement. He provided evidence of English language assessment levels (Level 4–5) from 2023 to 2024 from the Ministry of Education. He also states that he completed the entrance test with assistance: "[Institution] did give me an in-take pre-entrance exam which was assisted by Eugene ([Institution]'s enrollment administrator). I did the pre-entrance exam along with two of my colleagues ... and [REDACTED] being present there to translate for all 3 of us. Eugene assisted all 3 of us with the pre-entrance exam." He notes that all three of these students (including himself) did not successfully complete the program. The record does not include documentation of the pre-entrance assessment or the basis on which the Institution determined the Complainant met admission requirements. The Institution does not address this issue in its submissions.

Finally, the Complainant states that the painting portion of the Program was inadequately taught. The Institution denies misleading the Complainant and states the Program was delivered according to its approved outline and the instructor was qualified.

The central allegation is that the Institution misled the Complainant by:

1. Failing to clearly inform him of the requirements and consequences related to practicum participation. This includes what information was necessary to avoid withdrawal.
2. Not accurately or consistently disclosing his academic progress, including the alleged incomplete modules, prior to permitting him to continue into the practicum period.

3. Enrolling him despite not verifying if he met the stated admission requirements, such as the Grade 12 English requirement.

The Complainant maintains that these issues resulted in financial loss, program failure, and significant stress. The Institution denies having misled the Complainant, as alleged or at all, relying on its correspondence, attendance calculations, grade records, and practicum verification attempts.

## **7. Decision**

For the reasons set out below, I find the Institution did not mislead the Complainant in respect of the admission requirements, the practicum requirements, or his academic standing during the Program. Accordingly, I deny the claim.

In this case, the materials show the Institution repeatedly requested practicum host details (company name, location, supervisor, and contact information). It warned the Complainant that his file “may be closed as incomplete” if the requested information was not provided. The Complainant says he attended the practicum and later produced a practicum package. However, these forms are dated after the Institution dismissed the Complainant from the Program and there is no evidence of delivery at the relevant time. On this record, the Institution’s efforts to verify the practicum were diligent. The Institution communicated what information was required for verification and the consequences of not providing that information. This does not amount to misleading conduct. Finally, I note that the Institution had reason to question the veracity of the information ultimately provided by the Complainant in respect of the practicum.

The Complainant also disputes his academic standing, saying he completed module tests on Canvas and received high marks. He states that he only learned of “incomplete” or “1%” grades for certain modules at the end of the Program. The Institution’s transcript shows missing submissions for Modules 10-13. The Institution says it issued weekly progress notices but did not include evidence of those in its Response. In my view, there is insufficient evidence to find the Institution misled the Complainant in respect to his academic standing and progress.

The Complainant further alleges he did not meet the stated admission requirements of English language proficiency and that he received assistance on the pre-entrance assessment. The Institution did not respond to this issue or provide documentation showing how it determined that admission requirements were met. While these circumstances may raise compliance concerns, the evidence is insufficient for me to conclude that the Institution misled the Complainant in respect of the admission requirements. Although communication difficulties are noted, they do not appear to have materially affected the Complainant’s ability to participate in the Program. For example, on the Complainant’s own account, he successfully completed multiple portions of the Program.

Finally, the Complainant raised concerns about the quality of the painting portion of the Program. The Institution submitted evidence of the instructor’s qualifications and maintains the Program was delivered in accordance with the Program outline. I find no basis to conclude the Complainant was misled about the Program’s instructional content.

The claim is denied.

Notwithstanding my decision to deny the claim, in my role as Trustee, I note several concerns arising from this matter and take this opportunity to clarify a few points. First, institutions are responsible for ensuring that work experience components are properly overseen. This responsibility cannot be shifted to students, particularly where communication barriers may exist. Second, communications with serious consequences should avoid vague terms. For example, I suggest going forward the Institution refrain from using phrases like “file may be closed” and instead clearly state that the consequence is withdrawal or dismissal. More generally, when communicating with students who may face language-based or other barriers, increased caution should be taken to ensure that requirements are understood. Finally, the Institution must ensure that students meet admission requirements (including English-language proficiency) prior to enrollment.

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