

Trustee Decision on Student Complaint

Institution: 3898 – Tamwood Careers

1. Introduction

The Complainant was enrolled in the International Business & Management Co-op Diploma Program [**Program**] and filed a complaint against the Institution [**Complaint**] on November 6, 2025.

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

The matter at issue relates to the work experience component of the Program which represents half of the Program. The Complainant is seeking a refund of 30% of the total fees paid in respect of the Program. The Complainant is also asking to complete a case study project in lieu of the work experience.

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:	International Business & Management Co-op Diploma
Start date:	May 12, 2025
End date:	April 10, 2026
Total charged:	\$ 8,400
Tuition:	\$ 8,200
Registration Fee (Non-refundable):	\$ 200
Material Fees:	\$ 650
Amount paid to date by Complainant:	\$ 8,400
Amount of tuition paid to date by Complainant:	\$ 8,200

4. Issues

The following issue arises for consideration: Was the Complainant misled in respect of the provision of the work experience component of the Program?

5. Chronology

May 12, 2025	Program start date
October 2025	Email exchanges between parties related to suitability of co-op placements proposed by Institution
October 23, 2025	Meeting between parties
October 24, 2025	Complainant completes academic portion of Program
October 27, 2025	Scheduled start of work experience
November 6, 2026	Complainant submits Complaint
November 12, 2025	Institution’s email: October 23, 2025 meeting notes
November 2025	Email exchanges related to proposed co-op at Japadog
April 10, 2026	End date of Program listed in contract

6. Analysis

The Complainant is an international student and submits she enrolled in the Program “because it was presented as a career-development program offering international work experience”.

The Program is 48 weeks and includes a 24-week co-op. On the date the Complaint was filed, the Complainant had not completed the co-op portion of the Program.

The issue complained about is the Institution’s failure to provide an appropriate co-op placement that includes activities relevant to the learning objectives of the Program.

The Complainant, in her email communications with the Institution, explains her issues as follows:

....the type of placements being proposed appear to differ significantly from what was initially presented as part of the International Business and Management program. This situation may easily mislead students about the nature and purpose of the Co-op component, as it does not reflect the professional experience or academic relevance that was promoted at the time of enrollment. (October 23, 2025)

My goal was not to secure a managerial position, but to gain real Canadian work experience in a relevant business environment - to learn from professionals, observe management structures, and understand how organizations operate in practice. (October 29, 2025)

I have copied here excerpts taken from the program outline describing the Program:

This program is designed for students considering the world of international business as a career.

Graduates of the International Business and Management program are prepared to enter the world of international business in a variety of fields from entry to intermediate-level positions, including (but not limited to) international business analyst, business development coordinator, global market assistant, international marketing specialist, international sales coordinator, international market researcher, imports coordinator, international operations coordinator.

The parties essentially disagree as to what constitutes an appropriate co-op placement.

The Complainant says she applied for various co-op positions prior to completing the academic portion of the Program, with no success. She adds that she expected the Institution would provide support in finding a suitable co-op placement at least one month prior to the completion of the academic portion of the Program. I understand the bulk of co-op placements were identified by the Institution through a search of publicly available job postings. The Institution either had no previous agreement with work experience hosts or only a few.

The Complainant did not attend the interviews with prospective co-op employers organized by the Institution.

The parties' positions are summarized in their email exchange of October 22, 2025, reproduced in part below:

Complainant

From my perspective, roles such as those at Capilano Suspension Bridge or Cypress Mountain are primarily hospitality-oriented and do not clearly connect with the International Business & Management learning outcomes. I have focused on administrative, coordination, and logistics roles, which I believe better reflect both my background and the program's direction. Please clarify which types of positions are officially recognized as relevant Co-op opportunities for this program.

Institution

We fully recognize your preference for positions in logistics, administration, and coordination. While some opportunities may seem to have a hospitality focus, they still offer transferable skills that support your professional development within the field of International Business & Management.

The Institution submits that a co-op in the following entry-level positions is appropriate:

- Administrative Assistant – National Occupational Classification (NOC) 1241
- Sales Representative – NOC 6411
- Customer Service Representative – NOC 6552

In her Reply, the Complainant agrees the entry level positions and NOC *may* be suitable positions *if* they “enable students to gain exposure to the real functioning of a corporate environment, understand internal processes, information flows, and organizational structures, and develop professionally relevant and transferable experience applicable to future career progression”.

The Institution submits: “I understand that internship expectations in other regions, such as Europe, may differ — which may involve shadowing managers or executives. In Canada, a work experience is part of a program in which a student applies, and practices skills and knowledge learned in the program in a work-place setting”.

The parties had numerous exchanges about the suitability of co-op placements as Supervisor and Manager at Japadog, a company that operates fast food stands. The Complainant refused to interview on the basis that the job descriptions list basic tasks that, in her view, do not align with the “managerial, analytical, or consulting outcomes expected within a post-graduate business program”.

The Institution clarifies the Program is a post-secondary diploma program, not a post-graduate program, and adds that co-ops are “entry-level in nature and are intended to support the development of transferable skills that align with the program’s intended learning outcomes”.

The Institution submits the job descriptions for the two positions at Japadog align with several of the learning outcomes (**bolded**) of the Program, as follows:

- **Critical Thinking and decision-making:** Supervise and coordinate the activities of team members during shifts// Oversee all daily operations of the store, including front and back-of-house
- **Effective Communication:** Collaborate with head office for company initiatives // Report any issues or incidents to the store manager
- **Identify conflicts involving stakeholders:** Provide excellent customer service and resolve customer complaints efficiently // Ensure excellent customer service and handle escalated customer concerns
- **Demonstrate competency in the underlying theory and tools taught in the curriculum:**
 - **Human resources:** Lead, train, and motivate team members to achieve performance goals // Conduct regular performance reviews and staff training // Assist in hiring, training, and mentoring new staff
 - **Fundamentals of Finance:** Handle cash management, bank deposits, and financial reporting // Handle cash, POS systems, and end-of-day reports
 - **International management:** Ensure compliance with health, safety, and labor regulations
 - **Project management:** Manage inventory, place orders, and control food and labor costs // Prepare employee schedules and manage shift coverage // Monitor inventory levels and assist with ordering supplies
- **Global business landscape:** Collaborate with head office for company initiatives

The enrolment contract provides the co-op may be held anywhere in Canada and the Complainant submits the Institution unilaterally amended the terms of the contract by only allowing co-ops to be held in British Columbia.

The Complainant submits she incurred expenses looking for positions outside BC only to be told that extra provincial co-ops would not be approved.

Finally, the Complainant submits the Institution disclosed personal information without consent and contravened various provisions of the *Private Training Regulation [PTR]*. These matters fall outside my jurisdiction and are not addressed in my decision.

7. Decision

The question for me is not to determine whether the work experience proposed to the Complainant included activities directly related to the learning objectives of the Program. It is for the registrar to determine whether the Institution contravened s.41(6)(b) of the PTR.

The question for me is to determine whether the co-op placements proposed to the Complainant, specifically the positions at Japadog, diverged to such a degree from how the co-op was described and represented by the Institution that it amounts to misleading within the meaning of PTA 23(1).

For the reasons outlined below, I find the Institution misled the Complainant within the meaning of PTA 23(1) and approve the claim.

The Institution argues the Program is a post-secondary diploma program (not a graduate program) and it is reasonable for the co-op positions to be at entry-level. I agree. The issue is not the level of the position, but rather the disconnect between the title and description of the Program and the co-ops proposed to the Complainant.

The title and description of the Program clearly include a corporate and international aspect which is noticeably absent from the co-op positions proposed to the Complainant. It is reasonable for the Complainant to expect a co-op position in a corporate environment, with some international exposure or element to the role. I find the discrepancy between how the Institution represented the Program and the nature of the proposed placements is significant to the point of being misleading. I note, as well, that the co-op comprised half of the instructional hours of the Program. It is on this basis that I approve the claim.

Having found in favor of the Complainant I do not have to make a finding in respect of the allegations the Institution did not provide appropriate support in finding co-op positions and unilaterally amended the enrolment contract by only proposing co-ops held in BC.

The Complainant is asking to complete a case study project in lieu of the work experience. My authority under the PTA is limited to ordering refunds of tuition paid.

I authorize payment of \$4,200 from the Fund which represents 50% of the total amount paid by the Complainant in respect of the Program. 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 \$4,200 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.

12 June 2026



Joanna White
Trustee, Student Tuition Protection Fund