

Trustee Decision on Student Complaint

Institution: 4119 – Canadian College of Technology and Business

1. Introduction

The Complainant was enrolled in the Digital Marketing with Co-Op Program [**Program**]. The Complainant filed a complaint against the Institution [**Complaint**] on January 6, 2026, after having completed the Program on or about April 11, 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 [**Co-op**] 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:	Digital Marketing with Co-Op
Start date:	September 18, 2023
End date:	February 7, 2025
Revised end date:	April 11, 2025
Graduation date:	April 11, 2025
Total charged:	\$ 8,880
Tuition:	\$ 11,000
Application Fee:	\$ 250
Textbook Material Fee:	\$ 500
Health Insurance:	\$ 180
Tuition Reduction: Discounts and Scholarships	\$ 3,050
Amount paid to date by Complainant:	\$ 8,880
Amount of tuition paid to date by Complainant:	\$ 7,950

4. Issues

The following issue arises for consideration: Was the Complainant misled in relation to the provision of the Co-op?

5. Chronology

September 18, 2023	Program start date
August 24, 2024	Complainant emails Institution Career Services detailing concerns with Co-op placement process
August 26, 2024	Original Co-op start date
October 2, 2024	Complainant interviews with GUS for Co-op position
October 10, 2024	Complainant follows up with GUS about Co-op position
October 30, 2024	Revised Co-op start date
February 7, 2025	Original Program end date
April 11, 2025	Revised Program end date
January 6, 2026	Complainant files Complaint

6. Analysis

The Complainant is an international student. The Program is 18-months in duration and includes a 480-hour Co-op. The Complainant started the Program on September 18, 2023, and was scheduled to start the Co-op August 26, 2024. The Co-op was delayed due to challenges the Complainant experienced securing a suitable placement. Consequently, the Program end date was also delayed by approximately two months.

The crux of the Complaint concerns the placement process and resultant delayed start of the Co-op. More specifically, the Complainant alleges the Institution failed to have an appropriate placement secured; required the Complainant to take part in competitive job application processes to secure a placement; and, as a result, her Co-op was delayed by two months. The Complainant says the Program was marketed as including "...a guaranteed, paid, and timely co-op placement aligned with [her] field of study" and that the Co-op was a decisive factor in her decision to enrol in the Program.

Complaints about Co-op Placement

The Complainant alleges that students were advised by staff early in the Program that it was students' responsibility to find a Co-op placement. She says that career and networking events organized by the Institution promoted low-level service positions that were unrelated to the learning objectives of the Program and that when she raised concerns regarding the lack of relevant opportunities, she was told she should be grateful to have a retail sales position at H&M and she should "leverage" her current position as a Co-op placement. The Complainant also says she applied for a position with NewSmile, a listed Institution partner, only to discover after multiple interviews that the position was unpaid.

The Complainant says that after formally requesting help from the Campus Director, she was referred to GUS Medical and Veterinary Schools [GUS]. The Complainant alleges that the interview process was inappropriate as it closely resembled a "full professional recruitment cycle rather than a guaranteed educational co-op placement". She also says that it took a full month between her interview and starting the Co-op at GUS. The delayed Co-op start necessitated a program extension which in turn required the Complainant to remain in Canada beyond her planned departure date. She alleges the delay caused stress and financial hardship.

Finally, the Complainant says that the Co-op was originally described as part-time but turned out to be a full-time position. She felt coerced by the Institution to quit her job to complete the Co-op.

Institution Response

The Institution denies that it misled the Complainant in respect of the provision of the Co-op, or at all. While acknowledging the delay in the Co-op placement and the Complainant's dissatisfaction with the hiring process, the Institution relies on the fact that the Co-op was ultimately provided, and the Complainant successfully completed the Program. Finally, it says that by signing the amended contract and Work-Term Agreement with new program end dates, the Complainant agreed to the revised dates.

7. Decision

For the following reasons, I find the Complainant was not misled in relation to the provision of the Co-op and 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, there is no dispute the Co-op was provided; other than the Complainant’s complaint about the full-time hours of the Co-op, she does not take issue with the suitability of the Co-op itself. The Complainant’s allegations of being misled relate primarily to the Co-op placement process and the Institution’s alleged failure to have appropriate placements secured and to assist her through the process.

This Complaint bears striking resemblance to a claim that I recently adjudicated made by another student against the same institution. Although the claim was denied, I noted my concern with the way the Institution had shifted the responsibility for securing placements onto students and its willingness to approve placements that were unrelated to the learning objectives of the program. In both cases, it was only after the student raised the issue and advocated for themselves that the Institution made serious efforts to assist the student in finding an appropriate work experience.

I remain concerned and encourage the Institution review its work experience policies and procedures to ensure that students are provided with the work experience they contracted for and that meets the regulatory standards. A copy of this decision will be provided to the Registrar.

Notwithstanding these concerns, I find, based on the record before me, that the Complainant was not misled in relation to a significant aspect of the Program. I accept the Complainant experienced delays and frustration in securing a suitable placement and that it took the Complainant raising concerns about the placement process for the Institution to take a more active role in assisting her. This is regrettable but not misleading within the meaning of s. 23(1)(b) of the PTA. Ultimately, the Institution referred the Complainant to GUS where she successfully secured a placement and completed the Program.

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.

12 June 2026



Joanna White
Trustee, Student Tuition Protection Fund