

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3162 – CDI College of Business, Technology & Health Care

1. Introduction

The Complainant was enrolled in the Social Services Worker Professional Program [Program]. The Complainant filed a complaint against the Institution [Complaint] on January 13, 2025, after having withdrawn from the Program on December 20, 2024.

The Complainant exhausted the Institution's dispute resolution process [DRP] prior to filing this Complaint. The matters at issue are whether the Complainant was misled in relation to technical issues with the online learning platform and the alleged lack of IT support provided by the Institution.

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:	Social Services Worker Professional
Start date:	November 18, 2024
End date:	January 16, 2026
Withdrawal date:	December 20, 2024
Total charged:	\$ 22,367
Tuition Fee:	\$ 18,243
Application Fee:	\$ 150
Assessment and Administration Fees:	\$ 525
E-Resource and Material Fee:	\$ 3,449
Amount paid by Complainant:	\$ 7,983
Amount of tuition paid by Complainant:	\$ 6,820
Amount refunded by Institution:	\$ 1,835.10 (\$1,347.10 tuition; \$488 books)

4. Issues

The following issues arise for consideration: Was the Complainant misled with respect to the online learning platform and provision of IT support?

5. Chronology

November 18, 2024	Program start date
November 25	– Scheduled dates for ITC4 – Introduction to Computers (40 hours; 10 sessions)
December 8, 2024	
December 3, 2024	Complainant reports major technical issue with learning platform which erased progress of first 6 sessions of ITC4 completed (simulations, assignments, quizzes)
December 20, 2024	Complainant withdraws, initiates DRP and requests full refund
December 26, 2024	Institution denies refund request
January 6, 2025	Institution denies refund request; offers \$1,500 graduation scholarship
January 13, 2025	Complainant files Complaint

6. Analysis

The Complainant started the Program on November 18, 2024. The Program was delivered online by asynchronous instruction. The Complainant alleges she experienced ongoing and significant technical issues with the learning platform, including difficulties in accessing the simulation training. This culminated, on

December 3, 2024, in a major “system error”, which erased her progress for six sessions of Introduction to Computers (ITC4), including simulations, assignments, and quizzes.

The Complainant says the Institution acknowledged the site was having technical issues, but instead of providing appropriate IT support, its response was to extend submission deadlines and require the Complainant to redo the work and retake quizzes she had already completed. The Complainant alleges the Institution’s proposed solution was unreasonable; unfairly placed the burden of rectifying the Institution’s system error on her; and failed to compensate her for lost time, effort and academic progress. In short, the Complainant says the Institution failed to fulfill its contractual obligation to provide a functional and reliable learning platform.

On December 17, 2024, the Complainant emailed the Institution expressing her “deep frustration”:

If this is the kind of issue I am encountering at the very beginning of the course, I must seriously reconsider whether to continue. I would prefer a refund so I can enroll in an institution that operates with greater reliability and accountability, avoiding further problems like this in the future. A faulty platform should not become the student’s problem, and I should not have to lose time arguing over work I have already completed.

On December 20, 2024, the Complainant withdrew from the Program “due to ongoing issues with the platform and the lack of timely resolution to my concerns”.

The Institution responds as follows:

- The Institution uses a third-party platform host (Pearson) and did not have direct control over resolution of the technical problem.
- The Institution promptly acknowledged the technical issue and provided support to the Complainant.
- The Institution took steps to accommodate the Complainant and extended the deadline to submit quizzes and assignments.
- There was no record the Complainant submitted the quizzes. To maintain academic integrity the Institution was unable to issue grades for assignments or quizzes not received or reviewed.
- This was an isolated incident that does not reflect the overall reliability of the learning platform.

The Institution refunded the Complainant \$1,835.10.

7. Decision

For the following reasons, I find the Complainant was misled in relation to the reliability of the online learning platform and provision of IT support, and on this basis approve the claim.

The Complainant has provided a detailed record of her correspondence with the Institution documenting ongoing technical issues with the learning platform starting almost from the beginning of the Program. I do not accept the Institution’s characterization that this was an isolated incident. I also do not accept that the Institution’s response to the December 4, 2025 system error was reasonable or fair. The Institution’s

“resolution” requiring the Complainant to redo assignments and retake quizzes inappropriately shifted the responsibility to remedy the situation on to the student. The Institution is contractually obligated to provide the Program. In this case, the Program was delivered entirely online. It follows that it is the Institution’s responsibility to ensure the online learning platform is operational, reliable and accessible to students. While the Institution acknowledges the technical issues that occurred, it has, both in its interactions with the Complainant, as well as in its submissions, tried to deflect responsibility to the third-party provider and the Complainant. This experience was understandably frustrating for the Complainant, and it is not surprising she lost faith in the Institution’s ability to provide the Program.

I find the Complainant is entitled to a tuition refund in the amount of **\$5,472.90** (\$6,820 tuition paid – \$1,347.10 tuition refunded).

Finally, I remind the Institution that effective January 1, 2025, there are new regulatory standards related to the provision of distance education: *Private Training Regulation*, 18.1(3).

I authorize payment of **\$5,472.90** from the Fund. 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 **\$5,472.90** 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.

8 May 2025



Joanna White

Trustee, Student Tuition Protection Fund