

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3539 – Canadian Aviation College

1. Introduction

The Complainant is an international student who holds a Commercial Pilot Licence (CPL) issued outside Canada. He was enrolled in the Commercial Pilot Licence Conversion Program [Program] before he withdrew on July 15, 2024.

The Complainant filed a complaint against the Institution on December 12, 2024 [Complaint] and is asking for a refund of tuition of \$12,981.35.

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

The crux of the Complaint is the Complainant's allegation he was misled in respect of the provision of instructional hours. There is also an issue related to the Institution's failure to update the Letter of Acceptance (LOA) issued to the Complainant which meant that, had he remained in the Program, his study permit would have expired prior to the end date of the Program.

The Institution denies that it misled the Complainant as alleged, or at all.

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:	Commercial Pilot Licence Conversion Program:
	<ul style="list-style-type: none"> • CPL • Multi-Engine Rating • Multi-Engine IFR Rating • Flight Instructor Rating
Start date (enrolment contract):	March 3, 2023
End date (enrolment contract):	September 1, 2024
Withdrawal date:	July 15, 2024
Total charged:	\$ 53,175
Tuition:	\$ 47,225
Admission Fee:	\$ 250
Incidental Fee (CPL Written Exam, CPL Flight Test, Licence Fee, Language Proficiency PSTAR, Radio Test):	\$ 3,200
CPL Licence Conversion Service:	\$ 2,500
Amount paid to date:	\$ 16,127.50
Amount of tuition refunded by Institution:	\$ 65.63
Amount of tuition paid to date:	\$ 14,101.87

4. Issues

The following issues arise for consideration: Did the Institution mislead the Complainant in respect of the provision of instructional hours and its failure to amend the LOA to reflect the new start and end dates of the Program?

5. Chronology

January 2023	Email exchanges between parties related to change of start date of Program. Complainant asks start date listed in LOA be amended to November 1, 2023.
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February 23, 2023	Parties enter student enrolment contract
March 1, 2023	Program start date listed in enrolment contract
June 1, 2023	Program start date listed in the LOA
September 7, 2023	Study permit issued with expiry date of February 1, 2025
October, November 2023	Complainant completes 2.6 hours flight time
January 15, 2024	Program start date according to Complainant. Institution disputes the start date.
July 15, 2024	Complainant withdraws from Program, submits complaint to Institution and asks for refund
August 13, 2024	Complainant follows up
August 21, 2024	Complainant follows up, asks for a refund of \$12,981.35
August 28, 2024	Institution responds and confirms it owes a refund of \$103.22, no other refund due
August 28, 2024	Complainant responds
September 1, 2024	Program end date listed in enrolment contract
October 17, 2024	Meeting between parties
October 18, 2024	Institution issues decision (DRP exhausted)
December 12, 2024	Complainant files Complaint

6. Analysis

The Program duration is 18 months with 260 instructional hours. The LOA provides the Program is delivered 20 hours per week, at minimum.

The enrolment contract lists the components of the Program with corresponding tuition as follows:

- Commercial Pilot Licence (CPL) Conversion (\$8,075)
- Multi-Engine Rating (\$9,950)
- Multi-Engine IFR Rating (\$10,950)
- Flight Instructor Rating (\$18,250)

I understand that holding a CPL issued by Transport Canada is a requirement to enrol in Flight Instructor Rating.

The records submitted by the parties list different start dates for the Program. The Complainant submits the start date was January 15, 2024.

The Complainant withdrew from the Program on July 15, 2024. At the time of withdrawal, the Complainant had not completed CPL Conversion and had not started any of the subsequent components.

CPL Conversion is 105 instructional hours: ground school (80 hrs); familiarization flight (dual) (5 hrs); and familiarization flight (solo) (20 hrs).

The Institution determined no refund was due on the basis the Complainant had completed 83.5/260 instructional hours (32.1%), as follows:

- 80 hours of ground school
- 2.6 hours of flight
- 0.9 hour of ground briefing

The Institution determined that, based on its Tuition Refund Policy, it was entitled to 50% of the tuition payable which exceeds tuition already paid, and no refund is due. The Institution confirmed it would refund \$750 charged in respect of the Licence Conversion Service. I am unclear as to whether this amount was refunded.

The issues complained about are as follows:

- Institution failed to amend the LOA originally issued and, as a result, the study permit issued to the Complainant had an expiry date of February 1, 2025 (before the end date of the Program).
- Institution based its refund calculation on instructional hours that were not provided.

The Complainant submits the Institution did not provide 80 hours of ground school. In addition, ground briefing is not part of the curriculum and should not be listed as instructional hours. The Complainant adds that ground briefing was 0.6 hours (not 0.9).

The Complainant submits flights (2.6 hours) held in October and November 2023 should not be counted towards instructional hours. He adds that the flights were conducted to assess his skills and knowledge before the start of the Program (January 15, 2024).

- Institution provided up to 10 hours per week of instructional hours between January 15 and March 15, 2024, not 20 hours per week as listed in the LOA, and did not provide any instruction between March 15 and July 15, 2024 (date of withdrawal).

The Institution responds as follows:

As per the Letter of Acceptance, the statement reads: "This is a full-time course consisting of not less than twenty hours' study weekly." The term "study" here encompasses both instructional time and self-study time, the latter being an essential part of the learning process. While the program ensures that instructional time is provided, self-study forms a critical component of meeting the 20-hour weekly requirement.

The Institution submits "self study hours" "... were communicated to [Complainant] during onboarding and throughout the Program".

The records submitted by the parties in respect of the start and end dates of the Program are unclear and contradictory. The Complainant submits the start date was January 15, 2024. While the Institution does not confirm a start date, it submits the Complainant completed the "Initial Ground Lecture/onboarding" on September 23, 2023, and completed flights on October 25 and 31, and November 3, 2023.

The Institution submits: "... our records show that his progress was hindered by repeated failures in the Transport Canada Commercial Pilot written exam, limited participation in essential ground school instruction, and insufficient commitment to effective self study". The Institution adds that students must pass the Transport Canada test before proceeding to the practical flight exam.

In his Reply, the Complainant says that the Institution failed to provide "any evidence that they supplied educational materials for independent study" in respect of the ground school.

The Complainant adds that the Transport Canada test is not a requirement for flight training:” CAC’s refusal to provide flight training was not based on any regulatory requirement but rather an internal restriction, which directly impacted my ability to progress”.

The Complainant submits that out of the 260 instructional hours of the Program, he only completed 2.6 hours of flight time. He adds that flight hours are the main component of the curriculum, and it is unreasonable for ground school alone to represent almost 30% of the Program such that he is ineligible for a refund.

Finally, the Institution submits the Complainant no longer resides in Canada and I do not have jurisdiction to adjudicate the Complaint.

I have not considered the records submitted by the parties in respect of the settlement offer made by the Institution as part of the DRP. These are not relevant to my decision as to whether the Complainant was misled.

7. Decision

As a preliminary matter, I find the Complainant attended an approved program offered by an institution that holds a certificate issued under the PTA. As such, I have jurisdiction to adjudicate the claim. The fact that the Complainant no longer resides in BC is not relevant.

Turning to the merits of the claim, I find the Institution misled the Complainant in respect of a significant aspect of the Program and, for this reason, approve the claim. Specifically, I find the Institution failed to provide basic and accurate information about the Program.

The Institution is regulated under the PTA. The PTA is consumer protection legislation that recognizes the power imbalance between a student and an institution and establishes compliance standards institutions must comply with. This includes standards related to the information that must be included in enrolment contracts.

I have carefully reviewed the parties’ submissions. I find the Institution failed to provide basic information about the Program and when it did, the information was unclear or contradictory. The records, including the enrolment contract, list different program start and end dates. Expectations related to ground school and whether it includes self study (assuming this is an accepted practice) were not communicated in writing. Finally, “ground briefing”, which the Institution treated as hours of instruction, is not listed in the Program Outline.

Based on the records before me, I cannot determine whether flight hours (2.6 hours) held in October and November 2023, should be counted towards instructional hours or whether they were, as the Complainant submits, conducted to assess the Complainant’s skills and knowledge before the start of the Program. However, I am in a position to determine that the Institution’s failure to provide basic information, including the start date of the Program, contributed to the confusion and uncertainty regarding the Program. The ensuing lack of clarity about the Program (its component parts and applicable start date) was misleading.

For these reasons, I find the Institution misled the Complainant in respect of the provision of basic program information and approve the claim.

The Institution's failure to amend the LOA did not have any consequences and I find the Complainant was not misled on that basis.

I authorize payment of **\$12,981.35** 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 **\$12,981.35** 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.

5 May 2025



Joanna White

Trustee, Student Tuition Protection Fund