

## Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 267 – Gateway College

### 1. Introduction

The Complainant graduated from the Enhanced Skills Program - Geriatric Care [Program] on January 16, 2025 and filed a complaint against the Institution [Complaint] on May 22, 2025.

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

The matter at issue relates to the representations made by the Institution in respect of the location from which the work experience components of the Program would be delivered.

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:	Enhanced Skills Program - Geriatric Care
Start date:	February 26, 2024
End date:	November 15, 2024
Revised end date:	January 16, 2025
Graduation date:	January 16, 2025
Total charged:	\$ 10,600
Tuition:	\$ 15,560
Application fee:	\$ 500
Administration fee:	\$ 150
Tuition Reduction:	\$ 5,610
Amount paid to date by Complainant:	\$ 10,600
Amount of tuition paid to date by Complainant:	\$ 9,950

### 4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant in relation to the geographic location of the work experience of the Program, and specifically, by representing that it would be delivered in [REDACTED] ?

### 5. Chronology

<b>January 10, 2024</b>	Complainant signs enrolment contract
<b>January 15 - May 7 2024</b>	Exchanges between parties related to location of work experience
<b>January 19, 2024</b>	Institution signs enrolment contract
<b>February 26, 2024</b>	Program start date
<b>November 15, 2024</b>	Program original end date
<b>January 16, 2025</b>	Program revised end date, Complainant graduates
<b>March 6, 2025</b>	Complainant initiates DRP
<b>April 4, 2025</b>	Meeting/exchanges between parties, Institution issues decision [ <b>Decision 1</b> ]
<b>April 8, 2025</b>	Complainant appeals Decision 1
<b>April 14, 2025</b>	Institution issues decision [ <b>Decision 2</b> ]
<b>May 22, 2025</b>	Complainant files Complaint

### 6. Analysis

The Institution is located in Vancouver and the Complainant resides [REDACTED].

The Program is delivered by a combination of in-class instruction and distance education, with lab training delivered in-class in Vancouver. The Program includes three work experience components (practicum and co-op).

The Complainant alleges she transferred from another institution based on the Institution's representation that she would only need to attend Vancouver for the three-week lab training, and the work experience components of the Program would be held in [REDACTED]. The Complainant submits that, before she signed the enrolment contract, the Institution's representative "clearly and repeatedly assured me that I would need to stay in Vancouver for the 3-week lab training, and that both practicum and co-op placements would be arranged for me in [REDACTED] as stated in WeChat history".

The enrolment contract, which the Complainant signed, specifies the work experience will be provided in the Lower Mainland.

One practicum was held in Vancouver which, the Complainant alleges, meant she incurred additional expenses and "[REDACTED]". The Complainant says she was responsible for arranging a second practicum and a co-op in [REDACTED]. She adds: "the placements I eventually completed were not provided in a timely or transparent manner, and they were only arranged after significant delays and personal stress – all of which could have been avoided had the college honored its word".

The Complainant is seeking a full tuition refund.

Both parties submitted copies of WeChat exchanges in Mandarin with an English translation.

In support of her claim, the Complainant's submitted an excerpt of a January 15, 2024 WeChat exchange where the Institution says in respect of the work experience: "Then you'll only stay in Vancouver for about 3 weeks".

In response, the Institution denies it misled the Complainant in respect of representations made relating to the work experience, or at all.

The Institution submitted copies of numerous exchanges with the Complainant in support of its submission that it did not make any promises related to the work experience being held in [REDACTED]. The Institution adds the Complainant was reminded twice, in person, of these terms.

In Decision 2, the Institution makes the following statement in respect of the January 15, 2024 WeChat exchange referred to by the Complainant: "We cannot confirm the true details of the promises made by the so-called admissions staff you provide". In its Response, the Institution acknowledges representations made by the same admission representative.

In the Reply, the Complainant submits that a WeChat voice call was held on January 10, 2024 where the Institution promised she would only need to attend the 3-week lab training in Vancouver.

In her Complaint, the Complainant raises issues, mainly related to the requirement for a TB test, which were not brought up to the Institution as part of the DRP. Accordingly, I make no determination on those issues.

## 7. Decision

I have carefully reviewed both parties' submissions and find the Institution did not mislead the Complainant regarding the geographic location of the work experience components of the Program.

The enrolment contract specifies the work experience will be held in the Lower Mainland. Based on the evidence provided by the Complainant of the WeChat exchange subsequent to her signing the contract, I am unable to determine, on a balance of probabilities, that the Institution effectively amended the contract by promising the work experience would be provided in [REDACTED]. In other words, the evidence before me is insufficient for me to determine the Institution promised something it failed to deliver. Further, I find the Institution was responsive and tried to accommodate the Complainant's requests.

For these reasons, the claim is denied.

I note the Institution would benefit from ensuring representations made by its admission representatives are clear and do not create confusion.

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.

15 July 2025



---

**Joanna White**  
Trustee, Student Tuition Protection Fund