

Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 3387 – IH Career College

1. Introduction

The Complainant was enrolled in the Business Client Relations Plus and Marketing Program [Program]. The Complainant completed the academic portion of the Program but did not receive the work experience component of the Program. The Complainant filed a complaint against the Institution [Complaint] on July 6, 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 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:	Business Client Relations Plus and Marketing
Start date:	February 5, 2024
End date:	May 23, 2025
Total charged:	\$ 6,911
Tuition:	\$ 9,480
Application Fee:	\$ 175
Supplies/Materials Fees:	\$ 100
Tuition Reduction (Scholarship):	\$ 2,844
Amount paid to date by Complainant:	\$ 6,911
Amount of tuition paid to date by Complainant:	\$ 6,636

4. Issues

The following issue arises for consideration: Did the Institution mislead the Complainant in relation to the provision of the work experience component of the Program?

5. Chronology

February 5, 2024	Contract start date listed in student enrolment contract
March 19, 2024	Study/work permits issued
July 25, 2024	Complainant misses co-op orientation meeting
July 29, 2024	Orientation meeting re-scheduled for August 1
August 1, 2024	Complainant attends orientation meeting and co-op coordinator sends resume with updates and comments
August 5 – December 6, 2024	School Break
August 6, 2024	Complainant completes academic portion (Phase 1) of Program
October 11, 2024	Institution sends Co-op Work Term (Phase 2) information; Complainant responds requesting assistance with placement preferably in Vancouver in the mechanics field; Co-op Coordinator requests meeting on October 30
October 29, 2024	Complainant confirms availability for October 30 meeting and requests meeting in the afternoon; Co-op Coordinator proposes 2:30-3pm.
October 30, 2024	Complainant emails he is unable to attend meeting
November 1, 2024	Institution requests updated resume
November 13, 2024	Complainant emails that he attended job fair but is having hard time finding a placement; requests assistance from the Institution
November 21, 2024	Institution confirms it will assist with providing three interview opportunities

December 9, 2024	Scheduled start date for co-op listed on Letter of Acceptance [LOA] and student enrolment contract
December 11, 2024	Scheduled co-op interview #1 (admin team, IH Vancouver Language School) – Complainant cancels that morning, unable to attend for medical reasons
December 16, 2024	Institution forwards volunteer opportunity; Complainant declines
December 19, 2024	Complainant attends co-op interview #2 (AOLCC, receptionist/admin assistant) – employer does not move forward with placement
December 19, 2024	Complainant requests next interview not be for a receptionist position as his English language skills not sufficient
February 6, 2025	Complainant emails Institution about delay in co-op placement and indicates “willing to accept any kind of job, it does not have to be in an office setting”
March 15, 2025	Complainant initiates DRP
March 18, 2025	Complainant meets with Institution
March 21, 2025	Complainant attends co-op interview #3 (Camp Canada) – placement does not materialize
March 27, 2025	Complainant expresses interest in placement #3 but requests clarification of position, dates, location; [REDACTED] [REDACTED]
May 23, 2025	Contract end date listed in student enrolment contract
June 29, 2025	Complainant follows up with Institution; study permit expiring in [REDACTED]
July 4, 2025	Institution offers to issue certificate without co-op
August 31, 2025	Expiry date for study/work permits

6. Analysis

The Program is advertised as a 12-month program comprised of 1200 hours: 600 study hours and 600 work experience/co-op hours. The in-class term is referred to as Phase 1 and the co-op work term as Phase 2.

The student enrolment contract specifies the work experience will be provided December 9, 2024 to May 23, 2025, which is also the contract end date. Instructional hours for the work experience are listed as “Maximum 600 hours”. Under the heading “Placement Process”, it states that “[s]tudents may attend a maximum of 3 arranged interviews for paid placements”.

The program outline included in the Student Handbook 2024 [Handbook] describes the “work portion or co-op component” of the Program as an “integral part of the course” and lists the allowable number of hours as “Min 480-Max 600”. The Handbook describes two options for job placement: 1) through the Institution or 2) self-placement and provides as follows:

Students are responsible for actively participating in the work search process by reviewing and considering all postings; keeping in touch with the IHCC advisor; submitting cover letters and resumes in response to job postings on time; attending scheduled meetings, interviews and appointments; and keeping IHCC advisor informed of any changes in their interests, eligibility status or studies that may affect their work search.

If a student chooses not to secure their own placement, IHCC co-op department guarantees that a placement will be arranged with a pre-approved IHCC Host.

If a student refuses, for no valid reason, a work experience placement that meets the work experience standards of the program, International House Career College is under no obligation to accommodate the student.

The LOA issued February 23, 2024 states:

██████████ has registered in our Vocational Training Program. The program is composed of two components: in class study and co-op component. Both of these phases are relevant for the completion of the program. As per Immigration Canada's guidelines, the co-op component is not more than 50% of the total program of study.

The Complainant completed Phase 1 of the Program on or around August 6, 2024 and was on a scheduled school break until December. On August 1, 2024, the Complainant attended a co-op orientation meeting (originally scheduled for July 24, 2024 and rescheduled at the Complainant's request). The Institution's co-op coordinator followed up by providing comments on the Complainant's resume.

On October 11, 2024, the Complainant received correspondence from the Institution regarding the upcoming co-op work term which included copies of the Institution's Co-op Manual and a Placement Agreement to be completed by the Complainant.

The institution arranged an interview for the Complainant for December 11, 2024 for an administrative assistant position at IH Vancouver Language School. The Complainant notified the Institution the morning of the interview that he was unable to attend for medical reasons. The Institution was unable to reschedule the interview.

On December 19, 2024, the Complainant attended an interview for a receptionist/administrative assistant position at another career training institution (AOLCC). Following the interview, the Complainant emailed the Institution expressing concerns about his suitability for a receptionist position given his level of English language proficiency. On January 24, 2025, the Institution advised the Complainant he was unsuccessful in securing the placement, but that it was looking for other interview opportunities.

On February 5, 2025, the Complainant followed up regarding the delay in the start of his co-op and reiterated his openness to "any kind of job" and that it didn't have to be in an office setting.

On March 15, 2025, the Complainant again emailed the Institution about how the delay was impacting him and his concern that he would not be able to complete the Program before the expiry of his study/work permit. That same day, the Complainant initiated the DRP.

The Institution responded by arranging a meeting on March 18, 2025. Following the meeting, a co-op interview was scheduled for March 21, 2025 with Canada Camp. On March 26, 2025, the Institution emailed the Complainant indicating the host employer wanted to move forward and asking the Complainant to indicate his interest in the position. The Complainant responded the next day indicating his interest, but requesting clarification about the position, including hours and location. The Complainant also ██████████. It does not appear the Institution responded to clarify the opportunity, and the placement never materialized.

On April 28, 2025, the Complainant emailed the Institution noting that his study permit was due to expire [REDACTED] and that he had been unsuccessful in securing a co-op placement. He requested assistance to find an unpaid volunteer position.

On June 29, 2025, the Complainant emailed the Institution that as he had not started his co-op and his study permit was expiring, it was no longer possible for him to complete the work experience component of the Program. He requested advice on available options.

On July 4, 2025, the Complainant received an email from the Institution's new co-op coordinator apologizing for the "issues with the co-op" and offering to issue the Complainant a certificate, without the co-op. The Complainant did not accept the offer.

The crux of the Complaint is the allegation that the Institution failed to deliver an integral component of the Program that was promised and contracted for. The Complainant explains his decision to decline the offer of a certificate:

This issue is not only about receiving a certificate—it is about the Canadian work experience that was explicitly promised by IH Career College as a central part of the program: hands-on training in a Canadian workplace environment. I did not pay for another program or certificate. I do not want "half a burger" when I paid for the full meal. I do not accept a second-rate certificate that lacks one of the program's key components.

He notes that he would not have needed a study permit to attend Phase 1 of the Program and "that alone shows how fundamentally different this version is from the one I enrolled in."

The Complainant says the co-op was a main reason he enrolled in the Program:

In my view, the co-op component was the most valuable part of the program, as it was promoted as a paid job opportunity and a way to gain hands-on experience in a real Canadian work setting. I would never have enrolled in this program without that component. Worse, I remained in Canada well beyond the academic schedule, incurring additional living expenses and financial hardship—all while waiting idly for the work experience that never came.

In response, the Institution says it made consistent and substantial efforts to facilitate the Complainant's co-op placement, but those efforts were hindered by the Complainant's limited availability and lack of commitment, including "missed appointments, disregard for feedback, and refusal of suitable placement opportunities".

The Institution says that it is only obligated to provide up to three paid interview opportunities and that after the Complainant "declined" the second opportunity it was no longer contractually required to offer additional opportunities. Nonetheless, the Institution proceeded to arrange a third interview.

7. Decision

There is no dispute that the work experience component is represented by the Institution as an integral part of the Program and the Complainant did not receive the co-op. The question before me, as trustee, is whether the Institution misled the Complainant in relation to the work experience within the meaning of PTA 23(1)(b).

For the following reasons, I find the Institution did not mislead the Complainant in relation to the work experience placement. and deny the claim.

I have reviewed carefully the chronology of events and correspondence between July 2024 (co-op orientation) and July 2025 (Institution offer to issue credential for program without co-op).

I note the parties have differing versions of what transpired. For example, the parties disagree on what happened with interview #2. The Institution maintains the Complainant “declined” the position and points to the email where the Complainant says his English is not good enough for a receptionist role. The Institution says it shared the Complainant’s feedback with the employer and the Complainant’s application was withdrawn from consideration. The Institution says this was enough to end its obligation to offer additional opportunities as it was essentially the student refusing a suitable work experience placement. The Complainant’s version is simply that he wasn’t successful in getting the position.

It is also not clear why the third placement (Camp Canada) didn’t work out. The Institution provided copies of the Camp Canada’s interview notes and the summary indicates that the Complainant “would be a great fit”. The email from Camp Canada to the Institution dated March 26, 2025 asks that the Complainant fill out the application if he was ready to move forward. In his reply to the Institution March 27, 2025, the Complainant says he is interested but is not clear on what it entails and doesn’t think he’ll be able to afford a flight to get there. He suggests that due to financial constraints occasioned by the delay in his work experience and the high expense of living in Vancouver, he would likely be returning to Columbia within the month. The Institution may have taken this as the Complainant deciding not to move forward.

Despite the gaps in the record and differing versions, I find, on balance, that both parties bear some responsibility for the Complainant’s inability to secure a co-op placement. The Institution arranged three interviews that, for various reasons, did not result in a placement. This was unfortunate and undoubtedly disappointing and frustrating for the Complainant. However, the fact the Complainant failed to obtain a co-op placement, and therefore did not complete the work experience component, is an insufficient basis for me to find the Institution misled the Complainant.

Although in this case the Complainant’s claim was not successful, I strongly encourage the Institution review and clarify its publications relating to work experience, and particularly the placement process. The Handbook does not appear to contemplate what happens if, like the Complainant, a student is unable (on

their own or with the assistance of the Institution) to secure a work experience placement. I also find the Handbooks's use of the term "guarantee" ("...IHCC co-op department **guarantees** that a placement will be arranged...") confusing and internally contradictory when read with the subsequent paragraph stipulating that the Institution's obligations end where the student refuses a suitable placement .

As a final comment, I note the Institution, in its response, questions the Complainant's commitment to the Program based on the fact the Complainant was simultaneously taking programs at another institution. This is not relevant and did not factor into my decision.

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.

20 November 2025



Joanna White

Trustee, Student Tuition Protection Fund