

Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 3881 – Pacific Link College

1. Introduction

The Complainant was enrolled in the Post Graduate Diploma: Digital Media Studies Management Science Program [Program] and filed a complaint against the Institution [Complaint] on August 12, 2025.

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

The matters at issue are: Did the Institution mislead the Complainant in respect of the provision of the work experience and fees charged for textbooks?

The Complainant is seeking a refund of tuition of \$18,000.

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 a 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 DRP.

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:	Post Graduate Diploma: Digital Media Studies Management Science
Start date:	September 19, 2023
End date:	July 8, 2024
Revised start date:	January 22, 2024
Revised end date:	November 25, 2024
Total charged:	\$ 22,486
Tuition:	\$ 18,000
Application Fee:	\$ 1,000
Materials Fees:	\$ 186
Textbooks Fee:	\$ 750
Assessment Fee:	\$ 250
Other Fees:	\$ 300
Administration Fee:	\$ 2,000
Amount paid to date by Complainant:	\$ 18,000
Amount of tuition paid to date by Complainant:	\$ 18,000

4. Issues

The following issues arise for consideration: Did the Institution mislead the Complainant in respect of the provision of the work experience and the fees charged for textbooks?

5. Chronology

August 14, 2023	Enrolment contract
October 13, 2023	Amended enrolment contract: Start and end date amended
October 16, 2023	Letter of Acceptance
January 22, 2024	Program start date
November 25, 2024	Program end date listed in amended enrolment contract
April 2, 2025	Institution email to students about job opportunity at A&W in Cache Creek
April, May 2025	Institution email to students with links to various job postings
July 2, 2025	Complainant submits complaint to institution and initiates DRP
July 29, 2025	Institution issues decision
August 12, 2025	Complainant files Complaint

6. Analysis

The issues complained about are as follows:

1. Work experience component of the Program

The Complainant completed the theory portion of the Program and alleges the Institution did not provide the work experience component of the Program.

The student enrolment contract lists the following requirements to participate in the work experience:

- Enrolment status in good standing
- Completed minimum of 80% of program
- Tuition paid in full

In support of his claim, the Complainant provided copies of emails sent by the Institution to students with various job postings, which appear to be available online.

The Institution acknowledges the Complainant “completed the academic courses and paid program fees”.

The Institution submits the Complainant did not meet the requirements to complete the “employment advisory process” by missing scheduled counselling sessions and not responding to emails from the employment team. The Institution adds the Complainant provided a copy of his co-op work permit on March 20, 2025, which delayed the process.

The Institution says that despite the Complainant not meeting the requirements to complete the “employment advisory process”, it provided support in securing the Complainant employment as a line cook at Earls, sent multiple job postings and invitations to job fairs, and offered counselling opportunities, which the Complainant did not attend.

In his Reply, the Complainant submits:

- He did not provide a co-op work permit to the Institution. The Complainant says the Institution provided erroneous information in respect of the permit required by confirming the work permit he held was suitable to participate in a co-op placement. The Complainant adds: “A student work permit and a co-op work permit are two different work permits. The College would be aware of the different work permits if they intended to provide a formal co-op work program for students”.
- The Institution sent online job advertisements for “low-skill jobs, unrelated to digital media studies, and available to the general public”.
- The Institution did not schedule employment counselling appointments.
- He did not enrol in the Program to find general employment, but to gain practical work experience in the field of digital media.

The Complainant acknowledges he worked at Earls part time “because he needed to earn income to cover his living expenses”. He submits that the job “...was not related to digital media studies as contractually promised”.

2. Institution did not provide textbook

Complainant submits he paid \$750 for a textbook he never received.

The Institution responded the \$750 fee “was a bundled resource fee” and applies to licences for eBooks, software subscriptions and access to the Learning Management System (LMS).

The Complainant replies that the instructor “never assigned any reading for e-books for the course”.

7. Decision

I find the Institution misled the Complainant in respect of the provision of the work experience and, on this basis, approve the claim.

The Institution acknowledges the Complainant met the requirements for the work experience, which are listed in the enrolment contract.

I do not accept the Institution’s submission that the Complainant did not meet the requirements for the “employment advisory process”. I do not consider forwarding emails to online job posting for positions that are clearly not related to the learning objectives of the Program to be an acceptable substitution for the provision of a suitable work experience. I remind the Institution that there are regulatory standards that apply to the provision of work experience, one of which is that the Institution must 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” (*Private Training Regulation* 41(6)(b)).

In this case, the Complainant contracted for and paid for a program that included a work experience component. Given that he was enrolled in a digital media studies program, the Complainant had a legitimate expectation that the work experience opportunities made available to him would be in the field of digital media. Even taking the most generous interpretation, employment as a line cook at a restaurant does not meet this expectation.

The Institution failed to provide an integral element of the Program and has attempted to shift the responsibility for this omission onto the Complainant. I find the Institution misled the Complainant regarding a significant aspect of the Program and is entitled to a full refund of tuition paid.

Having found in favor of the Complainant, I do not have to make a finding in respect of the provision of the textbook.

For these reasons, I approve the claim and authorize payment of **\$18,000** 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 **\$18,000** 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.

20 November 2025



Joanna White

Trustee, Student Tuition Protection Fund