

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 is seeking a tuition refund of \$10,910.

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

The matters at issue relate to the provision of the work experience component of the Program, the mandatory requirement to volunteer for a political party and the language of instruction.

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 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 18, 2023
End date:	July 22, 2024
Revised start date:	January 22, 2024
Revised end date:	November 21, 2024
Fees listed in enrolment contract:	\$ 22,486
Tuition:	\$ 18,000
Application Fee:	\$ 1,000
Materials Fee:	\$ 186
Textbooks Fee:	\$ 750
Assessment Fee:	\$ 250
Other Fees: Temporary Medical Insurance	\$ 300
Administration Fee:	\$ 2,000
Amount paid to date by Complainant:	Parties disagree on amount paid: Institution submits Complainant paid \$8,980 Complainant submits he paid \$11,910
Amount of tuition paid to date by Complainant:	Parties disagree on tuition paid

4. Issues

The following issues arise for consideration: Did the Institution mislead the Complainant in respect of the provision of the work experience component of the Program; the requirement to volunteer for a political party; and the language of instruction?

5. Chronology

April 20, 2023	Student enrolment contract
April 28, 2023	Institution issues receipt for \$3,990
January 15, 2024	Enrolment contract amended to specify delivery method and change to start and end date of Program
January 22, 2024	Start date of Program
February 8, 2024	Institution issues receipt for \$3,990
February 8, 2024	Letter of Acceptance confirms \$7,980 payment
May 2024	Email exchange between parties related to outstanding fees
December 1, 2024	Institution notifies students that December 2 class and subsequent two weeks are replaced by in-person campaigning for political party

December 4, 2024	Institution notifies students it is mandatory to obtain permission from Campus Director to be excused from campaigning
December 5, 2024	Institution notifies students they must provide evidence (e.g. photos) of campaigning for 4-6 hours a day on specific dates
December 2024	Email exchange between parties related to outstanding balance due. Institution says Complainant is suspended and will be reported to Immigration, Refugees and Citizenship Canada (IRCC).
December 17, 2024	Complainant pays \$1,000 and Institution confirms he is reinstated
December 19, 2024	Complainant provides resume
April 24, June 1 and 4 2025	Institution emails links to various job postings to all students
March 6, 2025	Institution emails Complainant about work experience posting for position as a cook at Panago Pizza in Williams Lake, asking he send resume and cover letter
June 18, 2025	Complainant submits complaint to Institution and initiates DRP
July 18, 2025	Institution issues decision
August 12, 2025	Complainant files Complaint

6. Analysis

The Complainant is an international student on a study permit.

The parties disagree on the amount of tuition and related fees paid. The Complainant claims he paid tuition of \$11,910 and the Institution claims it received \$8,980.

The enrolment contract specifies an initial payment of \$10,910 is payable in cash on September 4, 2023. The Letter of Acceptance acknowledges payment of \$7,980. The submissions include receipts issued by the Institution for the total amount of \$8,980.

The issues complained about are as follows:

Provision of Work Experience

The enrolment contract specifies the Program includes a work experience component provided in the Lower Mainland.

The Complainant submits the Institution did not provide the work experience component of the Program.

The Institution sent emails to students that included links to various jobs posted online. The Institution also forwarded a job posting to the Complainant for a position as a cook in Williams Lake and recommended he send a resume and cover letter. One of the listed requirements for the position is to be enrolled in a co-op program related to hospitality, culinary arts, or food services.

These jobs, the Complainant submits, are unrelated to the learning objectives of the Program and most are not co-op placements.

In response, the Institution says the Complainant “failed to pay his outstanding tuition fees in full and on time, which disqualified him from co-op placement”. The Institution adds it sent job advertisements to all

students without considering the type of programs they were enrolled in, and the emails were “...sent to assist students with finding both part time and also co-op work experience opportunities”.

The Complainant replies he paid the balance of \$1,000 on December 2024 and was never notified he did not meet one of the requirements for a co-op placement.

Complainant was required to campaign for the Conservative Party of Canada

In December 2024, during a federal byelection, the Institution suspended the provision of instruction and required students to volunteer for a specific political party by campaigning for the Conservative candidate for four to six hours a day over a period of two weeks.

The Complainant adds that after he notified the Institution that he did not feel comfortable working for a political party, the Institution responded he first had to obtain permission from the Campus Director to be excused and, if he failed to do so, his absence would be reported to IRCC. The Complainant says he did eventually campaign and “felt intimidated and exploited”.

The Institution responds these “were volunteer opportunities intended to enrich practical experience for the DMS program” and it did not compel any student to participate.

The Institution adds the requirement to obtain permission from the Campus Director “arises from its policy to account for the whereabouts of students during instruction time”.

Language of instruction

The enrolment contract provides the language of instruction of the Program is English.

The Complainant submits instruction was often provided in Punjabi or Hindi “to accommodate students from India”.

The Institution responds that course materials, assessments and lectures were provided in English. The Institution adds the Complainant did not raise this issue when he was attending classes.

The Complainant raises other issues in the Complaint that were not put to the Institution as part of the DRP. I have not considered them in my decision.

7. Decision

For the reasons set out below, I find the Institution misled the Complainant in respect of the provision of the work experience. Accordingly, I approve the claim.

“Work experience component” is defined in section 1 of the *Private Training Regulation* [PTR] as a required part of a program “...that is provided by a host organization in which a student obtains practical skills relevant to the learning objectives of the program” [Emphasis added]. It is the Institution’s obligation to 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” (PTR 41(6)(b)).

In this case, the Institution notified the Complainant there was a co-op position to work as a cook in Williams Lake. A position working as a cook clearly does not include activities relevant to the learning objectives of the Program. This is confirmed by the listed requirements for the co-op position which provide the applicant must be enrolled in a co-op program related to hospitality, culinary arts, or food services. In addition, the work experience was in Williams Lake, which is far from the Lower Mainland, the geographical location listed in the enrolment contract.

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 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 favour of the Complainant on the basis of the work experience component, I do not need to make findings with respect to the other issues raised in the Complaint. However, I would be remiss in my duties as Trustee if I did not comment on what I observe to be a pattern of disrespectful and coercive conduct by the Institution that takes advantage of the asymmetrical power balance that exists between students and institutions. I note that international students are particularly vulnerable.

For the Institution to substitute in-class instruction with a mandatory requirement totally unrelated to the learning objectives of the Program to volunteer for a political party is highly inappropriate. In addition, the Institution repeatedly threatened to report the Complainant to IRCC. This is intimidating and coercive conduct.

For these reasons, I approve the claim and authorize a payment of **\$8,980** from the Fund. I have based my determination of the tuition paid on the evidence of payment and receipts issued that are included in the parties’ submissions.

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 **\$8,980** 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