

## Trustee Decision on Student Complaint

Complainant: [REDACTED]

Institution: 3858 – Canada Aviation Academy

### 1. Introduction

The Complainant was enrolled in the Commercial Pilot Licence (with FAA Private Pilot Licence Conversion) program which combines the following two programs:

- FAA Private Pilot Licence (PPL) Conversion Program [Program 1]
- Commercial Pilot Licence (CPL) Program [Program 2]

The Complainant filed a claim against the Institution [Complaint] on June 26, 2025.

Program 1 is a program not requiring the registrar's approval and Program 2 is a program approved by the registrar.

The Complainant completed Program 1 and alleges the Institution failed to provide Program 2 as contracted. He is now attending another institution where he is enrolled in a CPL program.

The Complainant is seeking a full tuition refund.

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

For the reasons outlined below, I find the Institution misled the Complainant regarding a significant aspect of Program 2 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 [ <b>Response</b> ]	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 [ <b>Reply</b> ]	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 (Letter of Acceptance (LOA))

Program	Commercial Pilot Licence (with FAA Private Pilot Licence Conversion)
LOA 1 Start date:	January 3, 2023
LOA 1 End date:	December 31, 2023
LOA 2 Start date	May 1, 2024
LOA 2 End date:	March 31, 2025
Total charged:	\$ 20,675
Tuition:	\$ 20,675
Amount paid to date by Complainant:	\$ 20,675
Amount of tuition paid to date by Complainant:	\$ 20,675

### 4. Issues

The following issue arises for consideration: Was the Complainant misled in respect of the provision of Program 2?

### 5. Chronology

October 6, 2022	LOA 1
October 6, 2022	Institution issues receipt for \$20,675.50 in respect of Program 1 and Program 2
December 23, 2022	Transport Canada confirms Complainant [REDACTED]
August 30, 2023	Complainant fails PPL Conversion exam
October 31, 2023	Complainant fails PPL Conversion exam
April 17, 2024	Complainant completes 2-hour flight training
April 22, 2024	LOA 2
July 24, 2024	Complainant successfully completes PPL Conversion exam

December 30, 2024	Transport Canada issues PPL
March 31, 2025	End date of programs listed in LOA 2
April 12, 2025	Complainant enquires about completing Program 2, requests a meeting and asks about “current status of my tuition account”
April 28, 2025	Complainant follows up
May 3, 2025	Complainant follows up
May 7, 2025	Institution responds, agrees to meet
May 12, 2025	Complainant initiates DRP and submits complaint to Institution
June 10, 2025	Complainant follows up re: DRP
June 26, 2025	Complainant files Complaint

## 6. Analysis

The Complainant is an international student.

The Institution issued two LOAs (LOA 1 and LOA 2) to the Complainant for the Pilot Training - Commercial Pilot Licence (with FAA Private Pilot Licence Conversion). Tuition for the combined program is \$20, 675 for which the Institution acknowledged receipt. The parties did not enter an enrolment contract.

At the time of enrolment (October 2022), the Complainant held a PPL issued outside of Canada. It is a Transport Canada requirement to hold a PPL issued by Transport Canada to enrol in a CPL program. The Complainant did not meet the admission requirement for Program 2 until he was issued a PPL by Transport Canada on or around December 2024, two years after his enrolment in Program 2.

On April 12, 2025, the Complainant inquired about completing Program 2 and asked to meet the Institution. The Institution responded on May 7, 2025, and I understand a meeting was held.

The Complainant submits that by the time he met the admission requirement for Program 2 (e.g. PPL issued by Transport Canada) the Institution refused to provide Program 2.

The Complainant acknowledges the delays in obtaining his PPL and submits delays were due to “... issues beyond my control — including study permit delays, [REDACTED] and FAA to TC license conversion — I was not able to start full training until 2024. I now hold a valid Transport Canada PPL and medical”.

In its Response, the Institution submits the Complainant “showed no serious interest in commencing training” and only attended the Institution three times over 2 ½ years. The Institution adds: “The Complainant consistently declined to engage despite repeated opportunities and reminders”. The Institution says other students completed the CPL program “within the expected timeframe”.

The Institution makes submissions related to the Complainant’s alleged non-compliance with the *Immigration and Refugee Protection Act*. I did not consider these submissions as they fall outside my jurisdiction and are therefore not relevant to this Complaint.

## 7. Decision

### *Preliminary matter*

While the Institution did not raise this point, I have determined the Complainant exhausted the DRP before filing the Complaint. He laid out his concerns to the Institution and followed up. The Institution did not respond.

I remind the Institution that it is a regulatory requirement to follow the DRP and issue a written decision within 30 days of a student submitting a complaint (*Private Training Regulation [PTR]*, 62).

### *Merits of the Complaint*

Turning to the merits of the claim, I find the Institution misled the Complainant with respect to the provision of Program 2 and, on this basis, I approve the claim.

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 enrolment contracts, admission requirements and student dismissal policy.

The Institution issued LOA 1 and LOA 2 in respect of the delivery of both Program 1 and Program 2 for which the Complainant paid in full. The Institution did not enter an enrolment contract in respect of either program.

PTR 18(2) and 31 provide a student must meet the admission requirements of a program prior to being enrolled and the registrar may order the Institution to issue a refund of tuition and related fees. PTR 24 provides an institution must enter an enrolment contract in respect of each program which includes specific information, including tuition and related fees, refund policy and admission requirements for the program.

I find the Institution misled the Complainant in respect of his enrolment in Program 2, a program for which he did not meet admission requirements at the time of enrolment. Had the Institution operated in compliance, the Complainant would not have entered a contract and paid tuition in respect of Program 2 before completing the PPL.

In determining the amount of the tuition refund, I have taken into consideration the fact that the Complainant paid a total of \$20,675 in respect of Program 1 and Program 2. I have deducted \$1,775, the amount listed with PTIRU for the PPL program, which I consider comparable to Program 1.

I authorize payment of **\$18,900** 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 **\$18,900** 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.

January 13, 2026



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**Joanna White**

Trustee, Student Tuition Protection Fund