

Trustee Decision on Student Complaint

Institution: 3497 - Orane International College

1. Introduction

The Complainant was enrolled in the Hairstyling Program [Program] at the Institution’s Victoria campus [Victoria Campus]. Approximately 8-months into the Program, the Institution closed the Victoria Campus. The Complainant elected to fast-track the practical component of the Program at the Victoria Campus, in the weeks prior to the closure, and then complete the remaining theoretical component remotely at the Institution’s Burnaby campus [Burnaby Campus]. The Complainant alleges she was misled about the delivery method and the practical instruction she would receive following the closure. The Complainant also alleges she was misled about her evaluation and the qualifications of the primary instructor.

The Institution denies having misled the Complainant as alleged, or at all.

The Complainant filed a complaint against the Institution [Complaint] on January 28, 2026, after having completed the Program on April 30, 2025.

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

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:	Hairstyling Program
Start date:	February 6, 2024
End date:	May 1, 2025
Graduation date:	April 30, 2025
Total charged:	\$ 15,000
Tuition:	\$ 11,994
Application Fee:	\$ 250
Assessment Fee:	N/A
Administrative Fee:	\$ 6
Other Mandatory Fees:	N/A
Materials & Textbooks Fees:	\$ 2,750
Amount paid to date by Complainant:	\$ 15,000
Amount of tuition paid to date by Complainant:	\$ 11,994

4. Issues

The following issues arise for consideration:

- (a) Was the Complainant misled in relation to the location, quality of instruction and method of delivery as a result of the closure of the Victoria Campus?
- (b) Was the Complainant misled in relation to her evaluation?
- (c) Was the Complainant misled in relation to the qualifications of instructors?

5. Chronology

February 1, 2024	Complainant signs Enrolment Contract.
February 6, 2024	Complainant begins Program.
September 16, 2024	Institution notifies students that Victoria Campus is closing effective October 31. Institution advises students have two options: transfer to Burnaby Campus or pursue a refund per Institution's refund policy.
September 18, 2024	Complainant meets with Institution to discuss options.

September 18, 2024	Institution confirms via email that if Complainant opts to transfer to Burnaby Campus, practical component can be completed in Victoria with increased attendance before campus closure and theoretical component can be completed remotely.
September 23, 2024	Institution asks Complainant to confirm in writing that she wants to proceed with the option to compress practical instruction in Victoria and complete theory portion remotely.
September 24, 2024	Institution clarifies possibility of full refund.
September 24, 2024	Complainant confirms that she will 'transfer' to Burnaby Campus, finishing the theory portion remotely.
October 31, 2024	Victoria Campus closes.
March 19, 2025	Complainant attends in-person workshop at Burnaby Campus.
May 1, 2025	Program end date.
May 2, 2025	Institution issues transcript, indicating high grades and "1500 Completed Hours".
May 20, 2025	Complainant initiates DRP requesting full refund.
June 16, 2025	Institution provides written response in DRP, denying request for a refund.
January 28, 2026	Complainant files Complaint.

6. Analysis

(a) Change in Program due to campus closure

The Complainant began the Program at the Victoria Campus on February 6, 2026. The Program was advertised as follows:

This program is a complete study of Hairstyling (Cosmetology) in 1500 hours. It includes both practical and theoretical knowledge, 70% and 30% respectively. Leading to written and practical exams for industry standard certification. [...]

Focus on theory and practical | Theory is covered on Pivot Point platform to ensure you have access to course materials 24/7

[...]

Practical experience | Become confident in your skills as a hairstylist. You get to work on mannequins, models and clients.

The Program Outline lists two types of delivery methods:

1. "In class Delivery", described as "[l]ectures, in class activities, theoretical assignments, practical hands on experience working on mannequins, models and salon clients", and
2. "Blended/Combined", described as "Instructor directs the students on online platform [Pivot Point] and assigns the homework. The work is completed in an asynchronous manner by the student."

A separate Daily Log Schedule indicates that the schedule for the Program includes "1 hour daily Classroom session of Theory".

On September 16, 2024, the Institution notified students by email that the Victoria Campus would be unable to accommodate students beyond October 31, 2024 because the lease was ending. The email described the change as presenting “a valuable opportunity” and offered students two options:

1. transfer to the Burnaby Campus, with an option to “fast-track” completion of the Program [**Fast-Track Option**]; or
2. request a refund for the Program “per [the Institution’s] refund policy” and receive a transcript for “the completed program” [**Refund Option**].

At the time she was notified of the Victoria Campus closure, the Complainant had completed approximately 50% of the Program. Based on the Institution’s Tuition Refund Policy, the Complainant was not eligible for a tuition refund.

On September 18, 2024, the Complainant met with the Institution in person to discuss her options. Later that day, the Institution confirmed in writing that the Fast-Track Option would allow the Complainant to increase her hands-on instruction from three days per week to five days per week while the Victoria Campus remained open, after which point she would notionally ‘transfer’ to the Burnaby Campus and complete the remaining theoretical portion of the Program remotely.

On September 24, 2024, the Institution confirmed that the Complainant would be eligible for a “full refund” should she choose the Refund Option. Later that day, the Complainant confirmed her selection of the Fast-Track Option: she would increase her practical instruction hours in Victoria before the campus closure, then transfer to the Burnaby Campus but remain physically in Victoria to complete the theoretical component of the Program remotely. The Complainant says she felt it was too late to walk away after having invested approximately eight months in the Program.

The Complainant says it ultimately “proved unrealistic to complete all required practical training in just over a month. There was a frenetic attempt to fill the gaps, but the school’s effort was inadequate.” After October 31, 2024, the Complainant says she received no additional practical instruction. She continued to complete the theoretical modules online, but says she had “almost no meaningful interaction with instructors or peers in a salon environment.” The Complainant says the reference to “1500 completed hours” on her program transcript does not correspond to the actual instructional hours provided after the Victoria Campus closure. The Complainant says this loss of instruction left her unprepared for the workforce and led her to pursue additional training at the cost of \$12,400.

The Institution maintains that all mandated practical hours and components were successfully completed by October 31, 2024, and the Complainant was adequately trained.

The Complainant and Institution agree that the Complainant travelled to Burnaby for an additional day of practical instruction or practice on March 19, 2025.

The Complainant’s Daily Log Schedule indicates that most, if not all, practical topics for all four semesters of the Program were completed before October 31, 2024. Each session, with a few exceptions, is checked,

dated, notated, or initialed by an instructor. However, it is not clear from the evidence of the Complainant or the Institution whether the overall number of practical hours the Complainant completed through the Fast-Track Option is less than what she would have completed had the Program continued operating in Victoria.

(b) Evaluation

The Complainant completed the Program on April 30, 2025. Her transcript indicates she received a final grade of 92% in the theory portion of the Program, and 89% in the practical component.

The Complainant says she is concerned by these high marks, because they were awarded “despite incomplete instruction and the absence of formal, transparent assessments.” Further, the Complainant says “[h]igh scores on online quizzes do not demonstrate practical competence.” The Complainant says the final grades raise “serious concerns regarding both the credibility of [the Institution’s] certification practices and the validity of the academic record”.

The Institution provided with its Response the Complainant’s performance record on Pivot Point, as well as completed rubrics for four practical exams: a highlights final exam, a sculpture exam, a men’s sculpture exam, and a global colour exam. The Complainant’s theory grade appears consistent with her performance on Pivot Point lesson challenges, and her practical grade is consistent with her performance on the practical exams.

The Institution also points to the Complainant’s client logs, reviews, and gratuities. The Complainant says that these measures “may reflect salon activity, but they are not educational measures. They do not demonstrate mastery of required skills or completion of the approved curriculum.”

(c) Instructor qualifications

The Complainant says that the primary instructor “may not have held the Red Seal Hairstylist Certificate or Instructor Diploma required under PTIB’s Instructor Qualification Guidelines.” The Complainant also alleges that the primary instructor often left students to perform services without adequate oversight.

The Institution says that this issue falls outside the scope of the PTIRU complaint process, but provides the instructor’s qualifications, including a certificate of completion issued by Vancouver Community College for a hair design program, a certificate of qualification in hairdressing issued by the Cosmetology Industry Association of British Columbia, and over ten years of industry experience.

7. Decision

For the following reasons, I find the Institution did not mislead the Complainant by changing its program delivery method following the Victoria Campus closure. Further, I find the Institution did not mislead the Complainant in relation to evaluations or instructor qualifications.

While the closure of the Victoria Campus was unfortunate, it appears the Institution was confident it would be able to renew its lease. That said, the onus remained on the Institution to mitigate the negative impact on students resulting from the campus closure.

Had the Institution not clarified that the Complainant was eligible for a full refund or could complete her studies remotely following the Victoria Campus closure, I may have reached a different conclusion. The initial options presented to the Complainant were not reasonable. The Complainant was not eligible for a refund per the Institution's refund policy, and the transfer option would have required the Complainant to relocate to the Lower Mainland on short notice.

While I have serious reservations about the options initially presented to the Complainant, the Complainant was ultimately given reasonable options and selected one of those options. Though in hindsight, the Complainant may be dissatisfied with the option she selected, this does not mean that she was misled.

I also find that the Complainant was not misled regarding her evaluations or the qualifications of her primary instructor. The Complainant did not provide a sufficient evidentiary basis to substantiate a finding that she was misled in respect of these issues.

While I do not find the Complainant was misled, I encourage the Institution to carefully consider the tone and content of its communications with students, particularly when providing information that will have serious consequences for students, such as news of a campus closure. Further, while there may be issues and events that occur outside the Institution's control, the Institution must uphold its contractual obligation to provide the program the student paid for.

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.

Date: July 15, 2026



Joanna White

Trustee, Student Tuition Protection Fund