

Trustee Decision on Student Complaint

Institution: 3581 – Visual College of Art and Design (VCAD)

1. Introduction

The Complainant was enrolled in the 3D Modeling Animation Art and Design Program [**Program**]. The Complainant filed a complaint against the Institution [**Complaint**] on December 18, 2025, after having completed the Program on December 20, 2024.

The Complainant is seeking a tuition refund of \$34,809.

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

The Complainant is extremely dissatisfied with the quality of the Program and alleges they were misled in respect of the quality, structure and delivery of the Program; post-graduate opportunities; and academic accommodations.

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

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:	3D Modeling Animation Art and Design
Start date:	August 29, 2022
Original End date:	February 24, 2024
Contract Amendment #1:	June 15, 2023
Revised end date:	March 23, 2024
Contract Amendment #2:	February 2, 2024
Revised end date:	September 21, 2024
Contract Amendment #3:	September 3, 2024
Revised end date:	December 21, 2024
Contract Amendment #4:	December 17, 2024
Revised end date:	December 20, 2024
Graduation date:	December 20, 2024
Total charged:	\$ 52,162
Tuition:	\$ 42,158
Student Application Fee:	\$ 150
Administration Fee:	\$ 185
Course Materials Fee:	\$ 481
Textbooks Fee:	\$ 788
Tuition payable for extensions:	\$ 8,400
Tuition Reduction: Scholarships	\$ 11,562
Amount paid to date by Complainant:	\$ 34,809
Amount of tuition paid to date by Complainant:	\$ 34,809

4. Issues

The following issues arise for consideration:

- (a) Did the Institution mislead the Complainant in relation to the overall quality of the Program?
- (b) Did the Institution mislead the Complainant in relation to representations regarding post-graduation opportunities?

- (c) Did the Institution mislead the Complainant in relation to representations regarding academic accommodations?

5. Chronology

January 13, 2022	Complainant receives marketing email from Institution stating that “90% of their students are employed upon graduating”
August 4, 2022	Complainant signs student enrolment contract and learning accommodations request form
August 29, 2022	Start of Program
August 15, 2023	Complainant signs new learning accommodations request form
August 15-16, 2023	Institution approves Complainant’s learning accommodations request and advises instructors of accommodations
December 1, 2023	Institution sends reminder to students to submit requests for a reduced course load for Winter 2024 term if they have medical or learning disabilities, or work full time jobs
January 3, 2024	Institution reminds instructors about Complainant’s learning accommodations
September 16, 2024	Complainant raises concerns about one of their instructors regarding lack of communication with students
December 20, 2024	Complainant graduates
August 7, 2025	Complainant submits complaint to the Institution and initiates DRP requesting a tuition refund
August 15, 2025	Institution denies Complainant’s tuition refund request [DRP Decision 1]
September 24, 2025	Institution issues final decision [DRP Decision 2]
December 18, 2025	Complainant files Complaint

6. Analysis

The Complainant is a fully remote/online student located in Ontario.

Below I have summarized the specific issues complained about and the Institution’s response:

(a) Overall Quality of the Program

The Complainant alleges that the Institution misled them in relation to the overall quality of the Program. The Complainant submits there was a lack of instructor feedback and grading throughout the Program, which negatively affected their learning and resulted in them having to receive outside tutoring to pass classes. The Complainant alleges that one specific professor unilaterally changed course assignments without properly informing the class of such changes, which resulted in the Complainant almost failing the class.

The Complainant also submits that, as an online student, they were promised the same level of education as in-person students. However, the Complainant had troubles in completing coursework due to the continuous malfunctioning of the laptop provided by the Institution. The Complainant further submits that they were promised an industry-standard education, and that, on completion of the Program, they would be competent and proficient in leading industry software tools. Despite successfully completing the Program, the

Complainant does not consider themselves competent and proficient in the software tools and is now pursuing a similar animation art and design program at a different college to gain such competencies.

In response, the Institution says that while final course grades are issued at the conclusion of each term, there are multiple graded assignments, projects and milestones throughout the term. The Institution submits that a review of the academic records show that grades and feedback were provided to the Complainant on numerous occasions throughout the Program. Further, in terms of tutoring, the Institution says the Complainant went through periods of reduced participation, and that regular engagement is important for student progress. The tutoring sessions were offered as supplementary support in response to the Complainant's academic difficulties.

In response to the allegation that a professor unilaterally changed course assignments, the Institution says it has not identified any evidence of structural revisions to assignment descriptions, grading rubrics, or approved learning outcomes.

In terms of the allegation of unequal treatment of online students, the Institution, in DRP Decision 2, explained that online learners do receive the same level of dedication and support as in-person learners, however, consistent attendance is necessary.

Finally, in terms of the allegation of not receiving an education that is industry-standard, the Institution submits the program outline in effect at the time of the Complainant's enrolment accurately reflects the curriculum delivered to the Complainant.

(b) Representations Regarding Post-Graduation Opportunities

The Complainant alleges the Institution misrepresented their industry connections, and they were told by one of the Institution's recruiters during the recruitment process that Disney regularly attends the final student portfolio presentations and primarily recruits students from the Institution. The Complainant also points to the Institution's website, which states that four graduates from the Institution's program were hired by Disney. The Complainant alleges the Institution misrepresented post-graduation student employment opportunities and refers to an email they received prior to enrolment stating that "90% of our students are employed upon graduating". After graduation, the Complainant did not find employment and is now taking a similar program at a different institution.

In response, the Institution states they have not identified any evidence that representations regarding Disney were ever made to the Complainant by Institution staff. The Institution says it does not represent itself as a primary exclusive recruitment source for Disney nor does it maintain any formal recruitment arrangement with Disney.

In terms of the reference to Disney on the website, the Institution explains that the website lists employers who have hired graduates from the Institution in the past in order to provide prospective students with general insight into potential employment outcomes achieved by alumni. The Institution further submits it

does not guarantee employment with any company, including Disney, nor does it represent that graduates will obtain employment with any particular employer.

In terms of Disney's attendance at the final student portfolio presentation, the Institution states that it cannot find any evidence indicating that a presentation to recruiters from Disney, or any specific employer, was promised. The Institution submits that various industry representatives from various sectors may be invited to attend these presentations, but attendance by specific organizations is not guaranteed.

The Institution reiterates that employment outcomes cannot be, and were not, guaranteed to the Complainant.

(c) Representations Regarding Academic Accommodations

The Complainant alleges that during the recruitment process, the Institution represented they would be able to accommodate the Complainant, but the Institution never formally assessed or requested documentation for their educational limitations and needs. This resulted in the Complainant failing courses and struggling with course material.

In response, the Institution submits it provides academic accommodations where appropriate and upon formal request, supported by relevant documentation. The Institution says the Complainant did not request academic accommodations when they started the Program (September 2022). It was not until August 2023 that the Complainant formally requested academic accommodations via a new Accommodation Request Form, requesting time extensions on assignments and examinations, and a waiver of late submission penalties. The Institution submits the requested academic accommodations were provided to the Complainant, where appropriate and feasible.

7. Decision

I find the Institution did not mislead the Complainant within the meaning of PTA 23(1)(b). I consider each issue below:

(a) Overall Quality of the Program

The evidence submitted by the Institution shows that the Complainant did receive instructor feedback and grading on various assignments throughout the Program. There is also evidence that the Complainant received numerous attendance warnings, which resulted in them being placed on academic probation.

Regarding the allegations that one professor unilaterally changed course assignments without notifying the Complainant, both the Institution and the Complainant confirmed the Complainant ultimately received an 88% grade in this class. There is no evidence the professor made the alleged changes and even if the changes

did occur, the Complainant's final grade is not consistent with the allegation the changes caused the Complainant to almost fail the class.

The Complainant did not provide evidence to support the allegation that as a distance learner they received a comparably inferior program to that provided to students who attended the program in-person or that they were misled in respect of the delivery method of the Program. There is no basis for me to find the Institution misled the Complainant in this regard. I also decline to consider the issue around the laptop malfunctioning, since this issue was not brought up during the DRP, and is thus outside the scope of this Complaint.

Regarding the allegations of the Complainant not receiving an industry-standard education, I find the Complainant did not provide sufficient evidence for me to make a determination as to whether the program meets industry standards. The Institution's response is essentially that it delivered the program that was detailed in the program outline. This is not responsive to the allegation. Having said that, there is not a sufficient basis upon which I can make a finding that the Complainant was provided a sub-standard program and, in this way, misled.

(b) Representations Regarding Post-Graduation Opportunities

Other than the Complainant's assertion in the Complaint, there is no documentary evidence of what was said during the recruitment process regarding Disney.

Representations made during the admissions process are typically made during a conversation and are rarely confirmed in writing. This puts the student at a disadvantage if called upon to prove what was told to them by admission representatives. I note the Institution does not deny that the verbal representations regarding Disney were made, only that there is no record of them being made.

The reference to four graduates being hired by Disney on the Institution's website does not mean that Disney is guaranteed to recruit from the Institution nor does the statement that 90% of the Institution's students are employed upon graduation mean that employment is guaranteed post-graduation.

I find the evidence insufficient to substantiate a finding the Institution misrepresented post-graduation employment opportunities or misled the Complainant in respect of employment outcomes, with Disney or any other employer.

The issues raised in respect of the Institution's recruitment practices and representations prior to enrolment mirror those made in other complaints against the Institution. I expect the Institution review its recruitment practices and take appropriate measures to ensure admission representatives provide accurate information to prospective students. A copy of this decision will be provided to the Registrar.

(c) Representations Regarding Academic Accommodations

As Trustee, I do not have jurisdiction to determine whether the Institution failed to accommodate the Complainant. What is within the scope of the Complaint and my authority is to consider the allegation the Institution misled the Complainant by making representations regarding accommodation that it then failed to deliver. In this case, the evidence supports the Institution's Response and narrative of the events. On August 4, 2022, the Complainant signed an Accommodation Request Form indicating that no accommodations were needed. On August 15, 2023, the Complainant signed a new Accommodation Request Form indicating they needed accommodations, including time extensions on assignments and exams, and waiver of late submissions penalties on assignments. After the Institution received this form, the accommodations were implemented and instructors were notified.

I find, based on the record before me, the Institution did not mislead the Complainant with respect to a significant aspect of the Program.

For these reasons, I deny the claim.

Notwithstanding my decision to deny the claim, I would be remiss in my duties as Trustee if I did not comment on the fact that there has been an increase of complaints received by the Trustee against the Institution over the past months raising similar issues relating to the quality of the education received and the Institution's recruitment practices. The Trustee has taken note of this increase.

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 14, 2026



Joanna White

Trustee, Student Tuition Protection Fund