

Trustee Decision on Student Complaint

Institution: 3985 - LCI Language School

1. Introduction

The Complainant was enrolled in the Practical Conversation English Program **[Program]**. She withdrew from the Program on January 10, 2026, and filed a complaint against the Institution **[Complaint]** on March 2, 2026 alleging she was misled with regards to the learning environment, student demographics, instructional hours and programming, and instructional delivery.

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

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:	Practical Conversation English (Approved Program – Class C)
Start date:	December 29, 2025
End date:	June 19, 2026
Fees listed in enrolment contract:	\$ 6,425
Tuition:	\$ 6,125
Registration Fee:	\$ 175
Materials Fee:	\$ 125
Tuition paid to date by Complainant:	\$3,300
Refund issued by Institution:	\$2,502.50 (net amount \$2,477.47 after transaction fee)

4. Issues

Did the Institution mislead the Complainant regarding the learning environment and program delivery?

5. Chronology

October 25, 2025	Institution sends program information, including schedule and activities
December 9, 2025	Complainant attends trial class
December 17, 2025	Complainant emails Institution asking about demographics and Program
December 19, 2025	Institution advises incoming groups are primarily teenagers
December 23, 2025	Complainant pays tuition instalment of \$3,300
December 29, 2025	Program start date
January 10, 2026	Complainant withdraws from Program and requests a full refund.
January 13, 2026	Institution acknowledges withdrawal and provides refund calculation
January 18, 2026	Complainant requests a final written decision
January 20, 2026	Institution issues final decision, denying request for full refund based on application of the Tuition Refund Policy
January 27, 2026	Institution issues refund of \$2,502.50, per Tuition Refund Policy
March 2, 2026	Complainant files Complaint

6. Analysis

The Program is a 6-month conversational English language program. The Complainant withdrew after attending just under two weeks. The Institution refunded the Complainant \$2,477.47, per its Tuition Refund Policy.

The Complainant alleges she was misled regarding a significant aspect of the Program, specifically the learning environment, and raises additional concerns regarding instructional hours and delivery. She is requesting a refund of \$800 which, when added to the refund already provided by the Institution, would fully compensate her the amount paid in respect of the Program.

Learning Environment and Student Demographics:

The Complainant submits that she was seeking a diverse adult learning environment and was encouraged to enroll in the Program based on representations that incoming international groups would “add to the cultural variety.”

Shortly after the Program began, the Institution admitted approximately 50 teenage students. The Complainant submits the Institution failed to accurately describe the makeup of the student body when she enrolled in the Program, and as result, the learning environment differed significantly from what she was led to believe by the Institution’s representations.

The Institution responds that:

- It explicitly disclosed in writing prior to enrolment that incoming groups were “primarily teenagers”;
- The Complainant attended a trial class and observed the environment; and
- No guarantee was made regarding the composition of the student body.

Instructional Hours and Activities:

The Complainant submits that the Program was represented as requiring 30 hours per week, but that in practice it included shorter activities and cancelled classes.

When the Complainant first inquired about the Program, the Institution advised by email that several options were available: full-time (30 hours per week), semi-intensive (21 hours per week), part-time (15 hours per week), and part-time evening classes. The Institution states that it would recommend one of these options based on an assessment test administered on the first day of classes. The Complainant enrolled in the full-time option. The full-time schedule was Monday to Thursday from 9:00 a.m. to 3:30 p.m. The Complainant says the Institution also advised that she would be expected to participate in Friday activities for 3 to 6 hours (for example, a field trip to the Granville Island Market). She alleges that Friday activities were shorter than promised—for instance, the Granville Island field trip lasted only two hours. She does not allege that Monday to Thursday classes were shortened, but she alleges that certain elective classes (Pronunciation and Speech) were not held.

The Institution responds that Friday activities are a mandatory component of the full-time program. It states that the Complainant was advised of this by email, through orientation materials, and in the policies provided with her Application Form. The Institution explains that the email describing full-time study as Monday to Thursday was preliminary information provided before the Complainant’s trial class or enrolment. It further states that the student enrolment contract specified that Friday activities were included. According to the Institution’s records, no Friday activities were cancelled during the Complainant’s time in the Program. The Institution also states that the Pronunciation and Speech classes were offered later in the Program after the Complainant withdrew.

Instruction and Staffing:

The Complainant alleges that non-teaching staff conducted classes and that instruction quality differed from expectations.

The Institution submits that all instructors meet minimum instruction qualifications and that such concerns relate to dissatisfaction, not misrepresentation.

7. Decision

For the following reasons, I find the Institution did not mislead the Complainant regarding a significant aspect of the Program and therefore deny the claim.

While I have sympathy for the Complainant's situation and can appreciate their frustration, there is insufficient evidence to substantiate the claim she was misled.

Key elements of the Program—including student demographics, scheduling, and program structure—were disclosed prior to enrolment. The Institution clearly advised that incoming groups were primarily teenagers, and the Complainant had an opportunity to observe the learning environment during a trial class. No specific representation guaranteeing a particular student composition or learning atmosphere was ever made.

Similarly, the structure of instructional hours and activities, including weekday classes and Friday programming, was communicated through pre-enrolment materials and formal enrolment documents. Variations in the duration or availability of certain activities reflect operational decisions and do not amount to misrepresentation.

Concerns regarding instructional quality and staffing relate to subjective dissatisfaction rather than evidence that the Institution failed to deliver the Program as described.

Finally, the refund issued was calculated in accordance with the applicable Tuition Refund Policy. There is no basis to conclude that the Institution improperly applied its refund provisions or otherwise misled the Complainant in respect of the refund.

For these reasons, 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 20, 2026

A handwritten signature in blue ink, consisting of a series of loops and a trailing line.

Joanna White
Trustee, Student Tuition Protection Fund