

Student Claim Based on Being Misled Decision

Complainant: ██████████

Institution: 3763 – InFocus Film School Inc.

1. Introduction

The Complainant withdrew for medical reasons from the Film Production program [Program] on November 24, 2022, approximately two months into the one-year program. The Institution refunded the Complainant \$1,000.

The Complainant filed a complaint against the Institution on May 10, 2023 [Complaint]. The Complainant alleges she was misled by the Institution in relation to her tuition refund and her student loan. Specifically, she alleges the Institution failed to confirm her enrolment for StudentAid BC and provided inaccurate information regarding her eligibility for a student loan; miscalculated the tuition refund; failed to consider the reason for her withdrawal; and was generally “...misleading, disorganized...and difficult to communicate and deal with.”

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* [Act] 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:	Film Production
Start date:	September 26, 2022
End date:	September 22, 2023
Withdrawal date:	November 24, 2022
Total charged:	\$ 21,950
Tuition:	\$ 21,300
Application fee:	\$ 150
Material fees:	\$ 500
Required Damage Deposits (Refundable)	
Equipment Damage Deposit	\$ 400
Key Deposit	\$ 20
Amount paid to date by Complainant:	\$ 10,673.75
Amount of tuition paid to date by Complainant:	\$ 10,023.75

4. Issues

The following issues arise for consideration:

- (a) Did the Institution mislead the Complainant in relation to her withdrawal from the Program, including the calculation of the tuition refund due?
- (b) Did the Institution mislead the Complainant in relation to her student loan by failing to confirm her enrolment in the Program?

5. Chronology

August 6, 2022	Complainant pays \$1,017.50
September 26, 2022	Program start date
October 21, 2022	Complainant pays \$10,426.25
November 24, 2022	Notice of Withdrawal
November 27, 2022	Complainant requests Confirmation of Enrolment for StudentAid BC

November 28, 2022	Institution advises that a refund of \$548 is owed and offers Complainant opportunity to defer enrolment
November 29, 2022	Complainant confirms withdrawal; Institution confirms refund calculation
January 27, 2023	Institution increases refund to \$1,000 on “compassionate grounds”
May 10, 2023	Complainant files Complaint
May 19, 2023	Complainant initiates DRP
June 29, 2023	Institution issues decision denying complaint

6. Analysis

(a) Did the Institution mislead the Complainant in relation to her withdrawal from the Program, including the calculation of the tuition refund due?

The Complainant withdrew from the Program on November 24, 2022, roughly eight weeks into a one-year program. Per the terms of the Institution’s Tuition Refund Policy, the Institution was entitled to retain 50% of the tuition paid or payable under the student enrolment contract. On receipt of the Complainant’s Notice of Withdrawal, the Institution emailed the Complainant a breakdown of the refund calculation and advised that she was entitled to a refund of \$548.75. The Institution offered the Complainant an opportunity to defer her enrolment, but the Complainant refused. The Institution subsequently increased the refund to \$1,000 on “compassionate grounds”.

The Complainant alleges that the Institution miscalculated the refund; failed to factor into the calculation the \$3,000 scholarship she was awarded; and failed to consider the medical reason for her withdrawal.

In response, the Institution admits that it made a miscalculation, but says that its original refund calculation was more generous than what the Complainant was entitled to under the Tuition Refund Policy. Further, it offered an additional amount in consideration of the Complainant’s circumstances. In terms of the reason for her withdrawal, the Institution notes that there is no requirement to have a “Medical Withdrawal Policy” and submits that its offer to defer the Complainant’s enrolment was procedurally fair. Finally, regarding the scholarship, the Institution says that scholarships are issued as a credit to the final payment owing, not as a deduction from the contracted tuition amount. Moreover, the scholarship is void if the student does not successfully complete the program. It follows, therefore, that the scholarship amount was not included in the refund calculation.

(b) Did the Institution mislead the Complainant in relation to her student loan by failing to confirm her enrolment in the Program?

The Complainant alleges that the Institution failed to issue a Confirmation of Enrolment to StudentAid BC and this resulted in the cancellation of her student loan. In response, the Institution says that the request for the Confirmation of Enrolment was not sent until November 27, 2022, which was after the Notice of Withdrawal. The Institution says that it is not permitted by StudentAid BC policy to issue a Confirmation of Enrolment after a student has withdrawn.

7. Decision

For the following reasons, I find the Complainant was not misled in respect of a significant aspect of the Program, and accordingly, deny the claim.

While I appreciate the Complainant's perspective that she was treated poorly by the Institution, the evidence submitted does not support a finding that the Complainant was misled in relation to her withdrawal, either in respect of the tuition refund or her student loans. It appears that the Institution's refund calculation was consistent with the Institution's Tuition Refund Policy and applicable regulatory standards. In addition, the Institution topped-up the refund on "compassionate grounds". The Institution also provided an option for the Complainant to defer her enrolment and join a later cohort once her medical condition had resolved.

In respect of the Complainant's allegations relating to her student loans, I find the Institution's explanation relating to the timing of the Notice of Withdrawal persuasive. The Institution was not in a position to issue a Confirmation of Enrolment subsequent to the Complainant's withdrawal from the Program.

The claim is denied.

Decisions of the Trustee are final and conclusive and are not subject to appeal (Act, s.24(5)).

Dated: October 2, 2023



Tony Loughran
Trustee, Student Tuition Protection Fund