

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 1564 – Pacific Institute of Culinary Arts

1. Introduction

The Complainant was enrolled in the Culinary and Baking & Pastry Arts Grand Diploma Program [Program] and filed a complaint against the Institution [Complaint] on August 27, 2024, after having withdrawn from the Program on July 18, 2024.

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

The matters at issue relate to the provision of instructional hours and the quality of equipment (including the chef knives sold to the Complainant), cooking tools and appliances.

The Complainant is seeking a full refund of tuition paid in respect of the Program.

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.
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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:	Culinary and Baking & Pastry Arts Grand Diploma
Start date:	April 1, 2024
End date:	March 28, 2025
Withdrawal date:	July 18, 2024
Total charged:	\$ 42,650
Tuition:	\$ 39,800
Application fee:	\$ 150
Textbook and course materials fees (equipment and uniform included):	\$ 2,700
Amount paid to date by Complainant:	\$ 42,755.25
Amount of tuition paid to date by Complainant:	\$ 39,800
Total amount refunded:	\$ 800 (includes \$700 for unused course material)

4. Issues

The following issues arise for consideration: Was the Complainant misled in respect of the hours of instructional hours provided and the equipment (including the chef knives sold to the Complainant), cooking tools and appliances.

5. Chronology

April 1, 2024	Start date of Program
June 17, 2024	Institution confirms tuition refund policy to WorkSafe BC, Complainant's funder
July 18, 2024	Complainant withdraws from Program and requests 50% refund
August 1, 2024	Complainant initiates DRP
August 23, 2024	Institution issues decision
August 27, 2024	Complainant files Complaint

6. Analysis

The Complainant was generally dissatisfied with the Program, which clearly did not meet his expectations, and submits the following:

1. Institution did not provide the hours of instruction listed in the enrolment contract

This is the main issue complained about.

Under the terms of the Institution's Tuition Refund Policy, a refund of 50% of tuition is due if a student completes more than 10% but less than 30% of the hours of instruction of a program. No tuition refund is due if the student completes 30% or more of the hours of instruction.

The Institution determined the Complainant had completed 30.8% of the hours of instruction of the Program when he withdrew and, accordingly, no tuition refund was due.

The Complainant disputes the Institution's calculation. He claims that he had completed 27.9% of the hours of instruction of the Program when he withdrew and is entitled to a 50% tuition refund.

The Complainant alleges the Institution failed to provide approximately 289 hours of instruction over the course of the year, which is equivalent to 41 days of missed instruction. The Complainant adds that this significant shortfall justifies a full tuition refund.

The Institution responds that the Program is delivered through synchronous and asynchronous instruction, where the synchronous portion is provided in-class "on average 4-6 hours a day" and the asynchronous portion represents between 1.5 to 3 hours a day. The Institution says: "Some students will cover the content faster, and some will take longer to accomplish the assigned tasks".

The Institution submits:

[Complainant] was assigned to a small class of only six students; our typical class size is 12-14 students. It is possible that the class was able to cover the content, finish their recipes and clean up a few minutes ahead of a typical schedule. However, this does not mean he did not receive the stipulated content for that day. Furthermore, his departure from the program in July, means he never experienced the long days of pop-ups dinners, baking, and pastry.

On June 17, 2024, in response to the Complainant's funder, the Institution confirmed the Complainant had attended 22% of the Program to date and "would hit the 30% mark as of the second week of July". The Institution confirmed that should the Complainant withdraw from the Program after completing 30% or more of the instructional hours, no refund would be owed.

The Institution reviewed the learning management system (LMS) used to deliver the theory portion of the Program and found "multiple tasks were completed within the same minute", as evidenced by screenshots provided as part of its submissions. This, the Institution submits, explains the discrepancy in the calculation of the number of instructional hours.

In his Reply, the Complainant says the discrepancy in the calculation of the number of instructional hours is due to the "quality and depth of the material, not due to any neglect on my part". He adds that he was instructed by Student Services and the Chef to "skip over content that I was already familiar with" and skipping content was "a recognized practice".

The Complainant disagrees that the Institution provided on average seven hours of instruction per day. The Complainant adds that the theory portion of the Program is sub-par "and consists mainly of an off-the-shelf

software program that students complete independently at night, with minimal classroom instruction and interaction.”

2. Chef knives

The Complainant submits the chef knives purchased from the Institution are overpriced and low quality.

The Institution responds the knife set is high quality, and it applied a reasonable mark up. The Institution adds that fees related to unused equipment were refunded.

3. Equipment, cooking tools and appliances

The Complainant submits that equipment, cooking tools and appliances are rundown and/or outdated and the Institution does not provide necessary ingredients to prepare recipes.

The Institution responds that equipment is comparable to that found in a commercial kitchen and ingredients are always available.

My decision does not address allegations of bullying and discrimination that fall outside my jurisdiction.

7. Decision

There is no doubt the Complainant was dissatisfied with the Program. The adjudicative task for me, as trustee, is not to assess whether the Program met the Complainant’s expectations, which it clearly did not. Rather, my task is to determine whether the Complainant was misled in respect of a significant aspect of the Program. For a claim under PTA 23(1)(b) to be successful, there must be concrete evidence the Institution promised something related to a significant aspect of the Program that it objectively failed to deliver.

I have carefully reviewed the evidence submitted in support of the Complaint and find the Complainant was not misled in relation to the provision of instructional hours or the quality of the equipment (including the chef knives sold to the Complainant), cooking tools and appliances.

Based on the evidence submitted, I am unable to find the Institution misled the Complainant in respect of the provision of instructional hours. I accept the Institution’s submission that the Complainant did not complete all instructional hours related to the theory portion of the Program on the LMS. I note that the Institution confirmed to the Complainant’s funder the date by which he would have completed 30% of the hours of instruction of the Program and was not entitled to a refund.

Similarly, the evidence submitted in respect of the claim that equipment, cooking tools and appliances are substandard and the mark-up for the chef's knives is unreasonable is not sufficient for me to make a finding the Complainant was misled in respect of a significant aspect of the Program.

For these reasons, the Complaint 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.

February 12, 2025



Joanna White

Trustee, Student Tuition Protection Fund