



Civil Resolution Tribunal

Date Issued: August 6, 2020

File: SC-2020-001744

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *AG v. Continue Learning Corp.*, 2020 BCCRT 876

BETWEEN:

AG

APPLICANT

AND:

CONTINUE LEARNING CORP.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This is a dispute over a tuition refund.
2. In November 2019, the applicant, AG, enrolled her son in a 15-month “Kumon Method” educational program run by the respondent, Continue Learning Corp. (Continue). AG says she withdrew her son early from the program for medical

reasons. AG seeks reimbursement of \$2,100 in prepaid tuition for the unused months.

3. Continue denies the claims. It says that the tuition is not refundable under the parties' contract.
4. AG is self-represented. Continue is represented by an employee or officer.
5. In the published decision, I anonymized AG's identity to protect the identity of a non-party minor child.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
7. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing in this contractual dispute.
8. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

10. The issue in this dispute is to what extent, if any, is AG entitled to a refund of the \$2,100 she paid in tuition fees.

EVIDENCE AND ANALYSIS

11. In a civil claim such as this, AG as the applicant, bears the burden of proving her claims on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
12. On about November 5, 2019, AG entered into a 15-month contract with Continue for her son to attend its educational program. AG prepaid a total of \$2,240 for the first and last months' full tuition and for 12 months of half-tuition (pre-paid tuition).
13. I find the parties' contractual terms are those contained in 3 signed enrollment documents in evidence: the "Registration Fees & Monthly Tuition", "Parent Perseverance Pledge", and "Notice to Parents". The signed Notice to Parents document is undated, but the rest of the documents are dated November 5, 2019. I accept Continue's employee's assertion that the Notice to Parents was signed with the other enrollment documents on November 5, 2019. AG does not state otherwise. I find that AG agreed to the terms contained in the enrollment documents when she signed them on November 5, 2019.
14. Each signed enrollment document clearly states that the pre-paid tuition is non-refundable. Each enrollment document also states that AG was agreeing to a minimum 15 consecutive month term, with the option to withdraw at the end of the term on 45 days written notice. The enrollment documents contain no term permitting a withdrawal or tuition refund for medical reasons.
15. It is undisputed that prior to entering into the contract the parties met and discussed the terms, including the non-refundable tuition term. I find on the signed enrollment documents before me that AG agreed to the non-refundable pre-paid tuition and committed to a fixed 15-month contract that started November 6, 2019 and ended

February 6, 2020. I find AG agreed to pay the remaining tuition on a monthly schedule.

16. AG's son participated in the educational program for a few months. AG says her son could not handle the stress from the program because of medical and personal reasons.
17. On January 16, 2020 the parties had an in-person meeting. They undisputedly discussed AG's son's progress, the 15-month commitment, and they agreed to continue the program with a lighter workload. AG states that after the meeting she and her son were confused and upset that Continue tried to persuade them to continue in the program.
18. On January 17, 2020 AG asked to withdraw her son due to medical reasons. AG later gave Continue a January 23, 2020 doctor's note to support her withdrawal request. Continue says the doctor's note states that AG's son "must withdraw from Kumon due to medical reasons effective immediately". Neither party provided a copy of the doctor's note and there are no medical records in evidence.
19. Based on the doctor's note, Continue agreed to stop collecting the remaining monthly fees but did not agree to refund the prepaid tuition. It waived the 15-month commitment requirement and 45-day notice period and allowed AG's son to withdraw as of the end of February 2020. AG withdrew her son in February 2020. Continue did not refund the prepaid tuition, which is the \$2,100 refund claimed in this dispute.
20. I find the evidence does not support a conclusion that AG was coerced to enter into the contract. Knowing of her son's personal situation and the non-refundable commitment, AG still chose to enroll him in the program. I find it was open to AG not to enroll her son. I find AG likely understood when she entered into the contract that she was agreeing to risk forfeiting the pre-paid tuition if she cancelled. Again, the pre-paid tuition is described as "non-refundable" in 3 separate signed enrollment documents. I see no injustice in the circumstances in holding AG to the language in the parties' contract.

21. As mentioned, AG provided no medical documents on her son's condition. However, I find it is not needed because the parties' contract did not permit cancellations with a refund for medical reasons. I find AG has not shown on a balance of probabilities that she is entitled to a refund of the pre-paid tuition. I dismiss AG's claim for the \$2,100 tuition refund.
22. In its response argument, Continue states that it would like the CRT "to consider awarding us compensation for our damages and losses from [AG's] missed appointments, meetings, payroll hours, threatening emails, and defamation of our business". However, I dismissed AG's claims and so there is no award from which to subtract a potential set-off and Continue made no counterclaim. Also, the CRT does not have jurisdiction over defamation claims. Therefore, I have not resolved Continue's claims for compensation raised in its response argument.
23. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As AG was the unsuccessful party, I dismiss her claim for CRT fees. Continue paid no CRT fees and neither party claimed dispute-related expenses.

ORDER

24. I dismiss AG's claims and this dispute.

Trisha Apland, Tribunal Member