



Civil Resolution Tribunal

Date Issued: December 7, 2022.

File: SC-2022-002302

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Broadhead v. Ashton College Ltd.*, 2022 BCCRT 1314

BETWEEN:

KALEY RHEANNE BROADHEAD

APPLICANT

AND:

ASHTON COLLEGE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about career training studies. The applicant, Kaley Rheanne Broadhead, attended classes provided by the respondent, Ashton College Ltd. (ACL). Ms. Broadhead says that ACL failed to obtain a job practicum for her after she completed the academic portion of her studies. She requests a refund of \$4,995 for the tuition and admission fees she paid ACL.

2. ACL says that although facilitating a job practicum was initially difficult, Ms. Broadhead also declined ACL's offer of completing a project instead of a practicum and stopped communicating with ACL. ACL says it is still well placed to find Ms. Broadhead a practicum position, and that it owes no refund.
3. Ms. Broadhead is self-represented in this dispute. ACL is represented by its COO.

JURISDICTION AND PROCEDURE

4. These are the formal 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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
6. Section 42 of the CRTA says 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.
7. 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.
8. Ms. Broadhead had an opportunity to provide reply submissions, but did not.

ISSUE

9. The issue in this dispute is whether ACL agreed or represented that it would obtain a timely job practicum for Ms. Broadhead, and did not. If that is the case, does ACL owe a refund of \$4,995 for not providing a practicum in time?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Ms. Broadhead must prove her claim on a balance of probabilities, meaning “more likely than not.” I have read the parties’ submissions and evidence but refer only to the evidence and arguments I find relevant to provide context for my decision.
11. Ms. Broadhead undisputedly enrolled in a course of studies at ACL. It is unclear from the materials before me exactly what was taught in those studies. I infer from the parties’ submissions that the studies were in a healthcare-related field. Completing the program normally required participating in a job practicum placement with an employer, among other things. The parties agree that students are issued certificates after successfully completing the program.
12. Ms. Broadhead submitted an invoice from “Ashton” Career Programs showing that she paid \$4,995 in tuition and application fees in late 2020 for a “Unit Clerk Certificate” program. Other than her own submissions, Ms. Broadhead submitted no other documentary evidence.
13. Ms. Broadhead undisputedly studied at ACL for the first several months of 2021, after which she expected to participate in a job practicum. ACL says that it faced challenges obtaining suitable practicum placements for students. ACL says the job practicums were often in a hospital environment, and health authorities were reluctant to bring in students because of the COVID-19 pandemic. Ms. Broadhead does not refute these submissions, so I accept them as true.
14. Ms. Broadhead also does not dispute ACL’s submission that because of the lack of practicum work, ACL offered that instead of doing a practicum, students could instead

complete a “capstone project” under a faculty member’s supervision to satisfy the program’s requirements. ACL provided undisputed transcriptions of emails with Ms. Broadhead, which I find show that Ms. Broadhead rejected the capstone project offer on May 31, 2021, and said she was going to wait for a practicum placement.

15. I find the email transcriptions show that Ms. Broadhead remained in contact with ACL about practicum placements until at least August 31, 2021. I find the emails show that ACL continued to pursue practicum placements with applicable health authorities, by seeking to develop “affiliation agreements” with the authorities.
16. A new ACL Student Success Coordinator, AG, emailed Ms. Broadhead in November 2021 that ACL had learned no new practicum placements would be available with relevant health authorities due to COVID-19. AG said this was something ACL had not anticipated. AG also said ACL was exploring private health clinic placements. AG asked when Ms. Broadhead would be available to begin a private practicum, or if she was interested in a capstone project instead. AG followed up in an April 2022 email, and again said ACL could either help to facilitate a private practicum, or Ms. Broadhead could do a capstone project. According to AG’s written statement in evidence, Ms. Broadhead never responded, and did not contact AG after AG began working for ACL on November 1, 2021. In her statement, AG said she was in a position to provide Ms. Broadhead with a suitable practicum that would allow her to graduate and obtain her certificate, but she could not do that without Ms. Broadhead’s cooperation.
17. Ms. Broadhead does not directly dispute AG’s statement or emails. There being no evidence to contrary, I accept AG’s statement and emails as fact.
18. Ms. Broadhead says that ACL took too long to find her a practicum, so she had to find a different job in the meantime. She says that when ACL finally contacted her about private practicums 6 months after finishing her coursework, she “wasn’t going to put [the different job] on the back burner again” to do a practicum. Given this statement, I find Ms. Broadhead refused ACL’s offers of both a practicum placement and a capstone project from November 2021 onward.

19. It is undisputed that ACL agreed to assist students, including Ms. Broadhead, in finding suitable practicums. However, I find the key question here is whether ACL agreed to find Ms. Broadhead a job practicum placement before November 2021, which was approximately 6 months after completing her coursework.
20. I find there is no evidence before me showing exactly what job practicum placement services ACL agreed to provide, and nothing showing that it agreed to find a placement within 6 months. I also find that in the circumstances, which included the capstone project option, it was not unreasonable for ACL to obtain practicums more than 6 months after the classes ended.
21. Further, Ms. Broadhead does not explain why she declined ACL's offer of a capstone project as an alternative to a practicum. I infer from the evidence and submissions that Ms. Broadhead likely could have begun and completed such a project sooner than the practicums she knew were delayed.
22. For the above reasons, I find the evidence does not show that ACL broke any agreement about providing Ms. Broadhead with a job practicum placement.
23. Ms. Broadhead also says that "if ACL knew," when the program started, that it would not be able to provide practicums shortly after the coursework ended, it should have told her at the start because she would have waited "to go to school." I find that Ms. Broadhead alleges ACL misrepresented the future availability of job practicums at the time her program began in early 2021, and she relied on that representation to her detriment.
24. Either negligent or fraudulent misrepresentation requires that a person make a statement to another person that is false, inaccurate, or misleading, and that the other person reasonably rely on that statement. I find the submitted evidence does not show that ACL made any representation, at the start of Ms. Broadhead's program or before, that future job practicum placements would be available shortly after she finished her coursework. As noted, ACL also did not commit to providing placements within a particular timeframe, and Ms. Broadhead later declined the likely-faster

capstone project option. I find there is no evidence before me showing that ACL knew, or reasonably should have known, at the start of Ms. Broadhead's program, that job practicum placements would not be reasonably available several months later.

25. Given that the evidence does not show a false, inaccurate, or misleading statement by ACL, I find there was no misrepresentation.

26. Given my conclusions above, I dismiss Ms. Broadhead's claim for \$4,995.

CRT Fees and Expenses

27. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Here, I see no reason not to follow that general rule. Ms. Broadhead was unsuccessful in her claim, and ACL paid no CRT fees and claimed no dispute-related expenses. So, I order no reimbursements.

ORDER

28. I dismiss Ms. Broadhead's claim, and this dispute.

Chad McCarthy, Tribunal Member