## **Energy Conservation Assistance Program Landlord consent**



To be completed if applicant for the Energy Cons	ervation Assistance Prog	ram (the "ECAP") does n	ot own the subject proper	rty.
PART I—Property details				
1. Landlord information				
First name	Last name		Name of Company (if you are a property manager)	
Mailing address	City		Province	Postal code
Contact phone number	Contact email address			
2. Property information				
Address	City		Province	Postal code
3. Tenant information				
First name		Last name		
PART II—Declaration				
I acknowledge and agree:  I am the owner, or authorized representative with authority to bind the owner, of the property. I accept the terms and conditions contained in this form.  I certify that the information in this form is true and correct. I agree to notify the Utility Partners (as defined below) immediately of any changes.  I consent to the Utility Partners collecting, using and sharing my information as set out on in Part III—section 9 below.  I consent to the Utility Partners contacting me to administer, verify my compliance with, and evaluate the ECAP.  I understand that any improvements completed under the ECAP cannot form the basis for an increase in rent above the provincial guidelines as it is not an expenditure that the landlord/owner has incurred.  I agree to comply with all municipal, provincial and federal bylaws, laws, regulations and other requirements applicable to the landlord's use of the property, including but not limited to property maintenance and tenant rights under the Residential Tenancy Act [SBC 2002] C. 78, as amended.  Optional: I agree to receive emails from the Utility Partners containing news, updates and promotions regarding their products, services and programs.  Note: You may withdraw your consent at any time. For more information, visit fortisbc.com/privacy and/or bchydro.com/privacy.				
Note: You may withdraw your consent at any time. For more information, visit tortisbc.com/privacy and/or bchydro.com/privacy.				
Property owner/manager name (please print)	Signature	Date (Yr/Mth/Day)		

## Mail your application to:

BC Hydro/FortisBC ECAP Operations PO Box 8910 Stn Terminal Vancouver, BC V6B 9Z9

## PART III—Additional terms and conditions

- 1. Utility Partners. The ECAP is administered and/or funded, in whole or in part, by British Columbia Hydro and Power Authority ("BC Hydro"), FortisBC Energy Inc. and FortisBC Inc. (collectively, "FortisBC", and together with BC Hydro, the "Utility Partners").
- 2. Product installation. The landlord permits, if this application is approved, the Utility Partners' contractors (the "Contractors") to conduct an evaluation of the property and, if applicable, at the sole and complete discretion of the Utility Partners, install energy-efficient products, including LED light bulbs, carbon monoxide detectors, insulation in walls, attic, crawlspace and/or underbelly ("Energy-Efficient Products") at no cost to the applicant. If any of the Utility Partners determines that the property qualifies for Energy-Efficient Products that includes insulation and/or heat pumps, the landlord hereby permits the Contractors to conduct further home assessments and make additional improvements. Utility Partners may, in their sole discretion, decide the energy efficiency measures (if any) to be implemented.
- 3. Site visits. The landlord permits Utility Partners to conduct site visits to verify compliance, eligibility and installation/operation of the Energy-Efficient Products
- 4. ECAP changes. The Utility Partners may modify or terminate the ECAP at any time and for any reason, without penalty or obligation.
- 5. Availability of funding. The landlord acknowledges that funding is limited. Utility Partners, in their sole discretion, may prioritize applications and decide funding/products, if any, a property may receive.
- 6. Acceptance of applications. Utility Partners reserve the right, in their sole discretion, to accept or reject applications for any reason, whether or not criteria are met.
- 7. No liability. Utility Partners, not being the designer, manufacturer, provider or installer of the Energy-Efficient Products, make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any Energy-Efficient Products, improvement or service, or skill of any contractor.
- 8. Release. The landlord irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue the Utility Partners, their affiliates or any of their respective officers, directors, employees, agents, contractors or representatives for any damages, costs, expenses or other losses (including related to any physical injury, illness or death of any person) arising from the tenant's participation in the ECAP or the installation and/or use of Energy-Efficient Products.
- 9. Use and disclosure of information. The landlord consents to and agrees that the Utility Partners and their Contractors and authorized agents may:
  - (a) contact the landlord by phone, mail, email or other method to administer, implement, evaluate and research all elements of the ECAP and verify information;
  - (b) collect and use landlord's information (including personal information) on this form or information acquired during participation in the ECAP (including in home assessments and during site visits) and may disclose the information to affiliates and contractors, the other Utility Partners and other ECAP partners, to administer, implement and evaluate the ECAP, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy conservation programs.
  - (c) retrieve account information and bill data for a period of 3 years prior to, and 3 years after, ECAP participation to evaluate consumption behavior and energy savings attributable to the ECAP, and to collect, use and disclose such information and data pursuant to (b) above.

The landlord acknowledges and agrees that the Utility Partners may collect, use and disclose personal information in accordance with:

- FortisBC—Personal Information Protection Act and FortisBC's Privacy Policy (available at fortisbc.com/privacy).
- BC Hydro—Freedom of Information and Protection of Privacy Act and BC Hydro's Privacy Policy (available at bchydro.com/privacy). BC Hydro's collection, use, and
  disclosure occurs in furtherance of its energy conservation mandate and obligations under the Clean Energy Act and the Utilities Commission Act. For more
  information, contact BC Hydro's Customer Service at 604-224-9376 or 1-800-224-9376 outside of the Lower Mainland.
- 10. Governing Law. These terms and conditions will be governed by and interpreted and construed under the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

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