

1. **Applicant Eligibility.** The applicant (the “Applicant”) must be:
  - a. a licensed residential builder with a GST number and a valid B.C. business license; or
  - b. an owner builder authorized by BC Housing; or
  - c. an Indigenous governing body, as defined in the British Columbia [Declaration on the Rights of Indigenous Peoples Act](#), 2019, as an entity that is authorized to act on behalf of Indigenous peoples that hold rights recognized and affirmed by section 35 of the [Constitution Act](#), 1982.
2. **Property requirements**
  - a. The Part 9 building identified in the Applicant Declaration (the “Building”) must:
    - (i) be a newly constructed residential dwelling (less than twelve months old) located in FortisBC’s natural gas, propane or electric service territories, or the service territories of Nelson, Penticton, Summerland, and Grand Forks and served by natural gas or propane by FortisBC, or electricity by FortisBC or the named municipalities, as the case may be;
    - (ii) be a detached house (including house with secondary suite), attached house (including semi-detached house, duplex or triplex, townhouse, row house, attached house with secondary suite) or laneway home;
    - (iii) not contain any non-residential units;
    - (iv) be no more than three (3) storeys in building height;
    - (v) be on a permanent foundation; and
    - (vi) receive gas under Rate 1 and/or receive electricity under Residential Rate.
  - b. To be eligible for the New Home Program rebates for Indigenous Applicants, the Building must:
    - (i) meet the eligibility criteria set out in section 2(a);
    - (ii) be built by a licensed residential builder; and
    - (iii) be primarily for low income households.
3. **Rebates**
  - a. **General.** Standard New Home Program rebates are listed on [fortisbc.com/newhome](https://fortisbc.com/newhome).
    - (i) Number of available rebates may be limited.
    - (ii) Rebates cannot be combined with other FortisBC offers or promotions.
    - (iii) Only one Applicant per residential address.
    - (iv) Rebate applications must be submitted after January 1, 2024.
    - (v) For Buildings with a mechanical system defined in 3.a(viii) 1, or 3.a(viii) 2, the Applicant must apply no later than six (6) months after the Completion Date for the Building and by December 31, 2027, whichever comes first. For the purposes of these Terms and Conditions, “Completion Date” is defined as: (1) if permits are required, the date of the occupancy permit; (2) if permits are not required, the date of the final inspection; or (3) if neither permits nor inspections are required, the date as determined by a FortisBC New Home Program representative.
    - (vi) For Buildings with a mechanical system defined in 3.a(viii) 3, the Applicant must apply no later than six (6) months after the “Completion Date” for the Building and by December 31, 2025, whichever comes first. For the purposes of these Terms and Conditions, “Completion Date” is defined as: (1) if permits are required, the date of the occupancy permit; or (2) if permits are not required, the date of the final inspection; or (3) if neither permits nor inspections are required, the date as determined by a FortisBC New Home Program representative.
    - (vii) The Applicant must submit all deliverables.
    - (viii) Mechanical System Requirements. The Building must have:
      1. electric water heating and natural gas/propane furnace Integrated with a heat pump with an outdoor temperature switch-over control or equipment control board set to the following temperatures for the life of the system:  
Climate Zone 4: lower than 5oC  
Climate Zone 5, 6, 7, 7A, 7B, 8: lower than 2oC; or
      2. natural gas/propane combination space and water heating system Integrated with a heat pump with an outdoor temperature switch-over control or equipment control board set to the following temperatures for the life of the system:  
Climate Zone 4: lower than 5oC  
Climate Zone 5, 6, 7, 7A, 7B, 8: lower than 2oC; or
      3. electric furnace, baseboard or heat pump and electric water heating (only applicable in FortisBC’s electric service territories, or the service territories of Nelson, Penticton, Summerland, and Grand Forks and served by electricity by FortisBC or the named municipalities, as the case may be).
  - b. **BC Step Code Rebates**
    - (i) Building must be evaluated by an energy advisor certified by an NRCan licensed service organization or a professional engineer that have written agreements with FortisBC to provide energy advisor services for the New Home Program.
    - (ii) For Applicants and Buildings eligible under section 1c and 2b, Applicant and Building must meet BC Step Code 3, 4 or 5 requirements. For Applicants and Buildings eligible under section 1a or 1b and section 2a, Applicant and Building must meet BC Step Code 4 or 5 requirements. Rebate amount is based on the Step Code level achieved.
  - c. **Design Offer**
    - (i) the Building must be at the early design stage (prior to permit application), if a permit is required.
    - (ii) design assistance is only provided to optimize Building envelope, mechanical systems and/or Integrated Design Process (IDP).
    - (iii) design assistance must enhance the overall energy efficiency of the home.
    - (iv) the Building must meet the mechanical system requirements under section 3a(vii).
  - d. **Energy advisor support rebate**
    - (i) an online application form must be submitted to receive the energy advisor support rebate
    - (ii) the builder portion of the energy advisor support rebate is paid directly by FortisBC to the Applicant
    - (iii) the energy advisor portion of the energy advisor support rebate is paid directly by FortisBC to the energy advisor providing energy advisor services to the Applicant for the Building
  - e. **Appliance/product rebates**
    - (i) appliance/product must be listed and meet the qualifications at [fortisbc.com/newhome](https://fortisbc.com/newhome).
    - (ii) clothes washer, refrigerator and electric model clothes dryer rebates are only available to FortisBC electric customers and municipal electric customers of Nelson, Penticton, Summerland and Grand Forks.
    - (iii) drain water heat recovery rebates are only available for properties where a FortisBC energy source is supplying domestic hot water.
    - (iv) connected thermostat rebates are only available for Buildings where a FortisBC energy source is supplying space heating.
  - f. **Mid-Construction blower door rebate**
    - (i) an online application form must be submitted to receive the mid-construction blower door rebate
    - (ii) the mid-construction blower door rebate is paid directly by FortisBC to the Applicant
  - g. **NRCan Heat Pump Calculator Rebate**
    - (iii) an online application form must be submitted to receive the NRCan Heat Pump Calculator rebate
    - (iv) the NRCan Heat Pump Calculator rebate is paid directly by FortisBC to the energy advisor providing energy advisor services to the Applicant for the Building
4. **Deliverables for BC Step Code Rebates.** In addition to any information requested by FortisBC to verify eligibility and compliance with program Terms and Conditions, the Applicant, with the assistance of the energy advisor, must submit the following to FortisBC. If the Applicant has a mechanical system that falls under section 3a(v), deliverables must be submitted no later than six (6) months after the Completion Date and by December 31, 2027, whichever comes first. If the Applicant has a mechanical system that falls under section 3a(vi), deliverables must be submitted no later than six (6) months after the Completion Date and by December 31, 2025, whichever comes first:
  - a. information requested in the online application form;

- b. Applicant Declaration;
  - c. Copy of as-built BC Energy Compliance Report, if submitted by a professional engineer it must be signed and sealed;
  - d. EnerGuide\* N Report and Label for service organization energy advisors or signed and sealed energy model summary for professional engineers; and
  - e. Copy of the room-by-room heating and cooling load calculations compliant with CAN/CSA-F280-12. Only applicable to applications submitted after January 1, 2025
  - f. Copy of the FortisBC HVAC Commissioning Sheet
    - (i) For applications submitted after January 1, 2025, the HVAC system as indicated on the HVAC Commissioning Sheet must match the room-by-room heating and cooling load calculations.
5. **Deliverables for appliance/product rebates**
- a. copies of legible, itemized invoices/proofs of payment showing purchase and installation date, make, model and serial number and other relevant information; and
  - b. if not on invoice, proof of installation satisfactory to FortisBC.
6. **Deliverables for Design Offer**
- a. information requested in the online application form;
  - b. **Building Envelope Design**
    - (ii) Envelope plans/assembly details;
    - (iii) Effective insulation (RSI) calculations for each assembly used in the home;
    - (iv) Details of areas with significant thermal bridges and how to address them; and
    - (v) Airtightness details demonstrating a continuous air barrier.
  - c. **Mechanical Systems Design**
    - (i) Room-by-room heating and cooling load calculations compliant with CAN/CSA-F280-12;
    - (ii) Mechanical design plans including detailed equipment schedule; and
    - (iii) Start-up report that includes manufacturer requirements and best practices from TECA or HRAI industry associations (provided by mechanical system designer).
  - d. **IDP (Integrated Design Process)**  
A report completed by a Qualified Integrated Design Process Facilitator as determined by the Canadian Association of Consulting Energy Advisors, which summarizes the following:
    - (i) Building overview (Building location, housing type, number of units, construction timelines);
    - (ii) Attendees of visioning and charrette workshops;
    - (iii) Visioning session and charette notes;
    - (iv) Observations of performance benchmarking activities;
    - (v) Modelling and design optimization results;
    - (vi) Proposed solutions; and
    - (vii) Lessons learned, key strategies and knowledge derived from the process of performing envelope and mechanical design, and/or IDP.
7. **Deliverables for Mid-Construction blower door rebate**
- a. information requested in the online application form;
  - b. completed BC Energy Step Code Mid-Construction Verification Report for the Building
8. **Deliverables for NRCan Heat Pump Calculator Rebate**
- a. information requested in the online application form;
  - b. completed summary sheets of the NRCan ASHP Sizing and Selection Tool for the Building
9. **Form of payment.** If eligible, FortisBC will issue payment by cheque, in name of, and mailed to, the Applicant to the mailing address identified on the Applicant Declaration. Rebates cannot be assigned. FortisBC is under no obligation to re-issue a cheque returned as undeliverable or to replace a stale-dated cheque.
10. **Taxes.** The Applicant is responsible for any applicable tax on rebates.
11. **Compliance.** The Applicant is responsible for meeting all program requirements and ensuring appliances/products are installed and operated in accordance with all applicable laws, orders, ordinances, standards, codes and other rules, licenses and permits of all lawful authorities, and in accordance with manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction.
12. **Conditions of payment.** Payment is subject to: (i) the Applicant, the Building and the appliances/products meeting the eligibility requirements and the program Terms and Conditions; (ii) FortisBC's receipt, review, verification and approval of all deliverables; (iii) satisfactory site visits by FortisBC; and (iv) availability of funds, which may change at any time without notice. Processing of applications may take up to 90 days upon receipt of required information and deliverables, subject to verification.
13. **Receipt/rejection of applications.** FortisBC reserves the right, in its sole discretion, to reject applications which are late, incomplete, inaccurate or illegible, do not meet program requirements, which do not include required deliverables or which include an invoice not containing required details. FortisBC is not responsible for lost, delayed, damaged or incomplete applications. Applications and supporting documents submitted electronically are at Applicant's sole risk.
14. **Site visits.** The Applicant will provide or ensure FortisBC is granted access to the property and the appliances/products upon request to verify compliance, eligibility and installation/operation of appliances/products.
15. **Binding decisions.** Decisions of FortisBC, including without limitation Applicant, property and appliance/product eligibility and rebate amounts, are final and binding and not subject to appeal. FortisBC may provide reasons for its decisions but is under no obligation to do so.
16. **Program changes.** The program and its Terms and Conditions, including dates and rebate amounts, are subject to change, or may be terminated, at FortisBC's sole discretion at any time without notice. An application received prior to such change or termination will be administered in accordance with the terms and conditions as existed on the date of issuance of the building permit for the dwelling, where permits are required.
17. **Limitation of liability and indemnity.** FortisBC, not being the builder/developer, designer, manufacturer, provider or installer of the appliances, products or equipment, makes no representation or warranty whatsoever as to the safety or fitness of, the necessity for, the quality of workmanship of, or the energy efficiency/savings of, any appliance, product, equipment or service or skill of any contractor or energy advisor.
  - a. The Applicant and the energy advisor, jointly and severally, hereby indemnify and save harmless FortisBC and its affiliates and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of the Applicant's participation in the program and/or the implementation of any program recommendations, including the installation and/or use of recommended products and improvements.
  - b. The Applicant and the energy advisor, jointly and severally, irrevocably waive any and all claims against, and irrevocably release and agree not to sue, FortisBC, and any of their respective directors, officers, agents, contractors or representatives, and employees for and against all Losses arising from the Applicant's participation in the program and/or the implementation of any program recommendations, including the installation and/or use of recommended products and improvements.
  - c. This section will survive termination of this program.
18. **Use and disclosure of information.** The Applicant acknowledges, consents and agrees FortisBC may:
  - a. contact the Applicant to administer, verify compliance with, and evaluate the program, and to conduct surveys;
  - b. collect and use information (including personal information as defined in the *Personal Information Protection Act*), whether: (i) provided by the Applicant or its contractors, representatives or agents (including energy advisors, engineers, engineering firms and service organizations); (ii) obtained during site visits (including photographs) (iii) contained in, or forming part of, any documents submitted as part of the program; or (iv) generated by FortisBC as part of the Applicant's participation in the program; and disclose the information to employees, affiliates, contractors, representatives, agents and funding and program partners (including Natural Resources Canada (NRCan)), to verify eligibility, process, manage, administer, audit, evaluate and report on the program and the rebates, to monitor and assess compliance with these terms and conditions and to develop other energy conservation programs;
  - c. retrieve bill and energy consumption data for a period of two years after the Completion Date to evaluate the program, consumption behavior and energy savings realized, and to collect, use and disclose such data pursuant to (b) above; and
  - d. use the collected information on an anonymized basis to create and publish case studies and to promote the program at open houses, trade shows and other public venues.
- FortisBC collects, uses and discloses personal information in accordance with the *Personal Information Protection Act* and its Privacy Policy (see [fortisbc.com/privacy](https://fortisbc.com/privacy)).
19. **Authority to collect information.** The Applicant hereby consents to FortisBC communicating with and collecting information about the Applicant related to the property and the Applicant's participation in the program from NRCan or the Applicant's energy advisor(s) or the service organizations they represent, and hereby authorizes them to disclose such information to FortisBC upon written request.

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