

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; and
 - (v) be on a permanent foundation.
 - 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.
 - (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) Building permits, where applicable, must be issued after March 29, 2018.
 - (v) The Applicant must apply no later than 6 months after the “Completion Date” for the Building. 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 employee.
 - (vi) The Applicant must submit information requested in the pre-registration form before December 31, 2023 to be eligible for a rebate.
 - (vii) The Applicant must submit all deliverables.
 - (viii) The Completion Date of the Building as defined under section 3a(v) must be before December 31, 2025
 - (ix) For gas rebates, each dwelling must receive gas under Rate 1.
 - (x) For electricity rebates, each dwelling must receive electricity under Residential Rate.
 - 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) Applicant and Building must meet BC Step Code requirements.
 - (iii) only available for Building where a FortisBC energy source provides the primary heat for space heating and domestic water heating. “Primary heat source” means the system supplies at least 70% of the space heating system load (SHSL) for the Building.
 - (iv) rebate amount is based on the Step Code level achieved under condition 3b(ii)
 - 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 requires a FortisBC energy source as the primary space and domestic water heating, as defined under section 3b(iii).
 - d. **Energy advisor support rebate.**
 - (i) an online application form must be submitted for the energy advisor to receive the energy advisor rebate.
 - (ii) only available for Buildings where FortisBC energy provides the primary energy source for space heating and domestic water heating, as defined under section 3b(iii).
 - e. **Appliance/product rebates.**
 - (i) appliance/product must be listed and meet the qualifications at 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) water heater and combination heat and hot water rebates cannot be combined with BC Step Code Rebates.
 - (iv) drain water heat recovery rebates are only available for properties where a FortisBC energy source is supplying domestic hot water.
 - (v) connected thermostat rebates are only available for Buildings where a FortisBC energy source is supplying space heating.
 - (vi) water heater and combination heat and hot water rebates are not available for Buildings located in the City of Vancouver.
 - (vii) natural gas fireplaces must be used for heating interior spaces; outdoor fireplace installations are not eligible for a rebate.
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, will submit the following to FortisBC no later than 6 months after the Completion Date (as defined in section 3a(v) for the Building):
 - a. information requested in the online application form;
 - b. Applicant Declaration;
 - c. BC Step Code Steps 2-5 rebates, 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. for properties using natural gas with an electric heat pump or baseboards in FortisBC natural gas only territory, to verify primary heat source under section 3b (iii) provide: (i) energy modelling report demonstrating the Furnace/Boiler Annual Energy Consumption exceeds SHSL x 0.70 / AFUE; and (ii) Energy Step Code Compliance Calculator output demonstrating the step achieved with natural gas as the primary SHSL.
 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;
 - 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**
 - (i) Envelope plans/assembly details
 - (ii) Effective insulation (RSI) calculations for each assembly used in the home
 - (iii) Details of areas with significant thermal bridges and how to address them
 - (iv) Airtightness details demonstrating a continuous air barrier

- c. **Mechanical Systems Design**
- (i) Room-by-room heating and cooling load calculations compliant with CSA-F280
 - (ii) Mechanical design plans including detailed equipment schedule
 - (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, 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
 - (vii) Lessons learned, key strategies and knowledge derived from the process of performing envelope and mechanical design, and/or IDP.
 - (viii) If building to Step 3, the report will also include a summary of the steps required to reach Step 4 or 5.
7. **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.
8. **Taxes.** The Applicant is responsible for any applicable tax on rebates.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **Program changes.** The program and its Terms and Conditions, including dates and rebate amounts, are subject to change, or 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.
15. **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.
16. **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).
17. **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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