# **Condo and Apartment Rebate Program**

## Terms and conditions —rebate eligibility requirements

### **General eligibility requirements**

The below are General Eligibility Requirements for participation in the Condo and Apartment Rebate Program (the "Program"):

- 1. Home must be an apartment or suite in a purpose-built rental, strata condominium, or equity co-op building, at least 12 months old and one of the following types of residential buildings:
  - a. Low-or high-rise apartment buildings;
  - b. Stacked townhome buildings; or
  - c. Multiplex units with six or more units.
- 2. The following types of homes are not eligible for this offer:
  - a. Single family homes (detached dwelling) and secondary suites in single-family homes (detached dwelling);
  - b. Mobile homes;
  - c. Duplex, triplex, row home or side-by-side townhomes; and
  - d. Multiplex residential units with up to five units.
- 3. Home must be a year-round primary residence.
- 4. Electric utility account must be in the name of the resident, the homeowner or in the name of a strata corporation.
- 5. Electric utility account must be a residential account with one of the following electrical utilities:
  - a. BC Hydro; or
  - b. City of New Westminster.
- 6. All upgrades must be installed:
  - a. by a licensed contractor with a GST number and a valid B.C. business license for the trade applicable to the upgrade being installed. Self-installations are not eligible.
  - b. in accordance with the equipment manufacturer's instructions and guidelines.
  - c. in compliance with BC Building Code, municipal and strata bylaws and permit requirements.
- 7. Rebates cannot exceed the cost on the invoice and the paid cost of the upgrade. Rebates may be combined with other sources of funding (subject to section 8 of these General Eligibility Requirements and sections 11(b) and (c) of the Additional Terms and Conditions), but combined rebates cannot exceed the cost on the invoice or paid cost of the upgrade.
- Rebates cannot be combined with funding received from the <u>CleanBC Better Homes Energy Savings Program</u> Condo and Apartment Rebate.
- 9. Upgrade costs covered by warranty or home insurance claims are not eligible for rebates.
- **10.** Financing or leasing agreements for the upgrades must result in full ownership of the home (a copy of the agreement may be requested for verification purpose).
- 11. Rebates can only be claimed once.
- 12. Participants and confirm eligibility and request a pre-approval code prior to installing upgrades.



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**13.** If the eligible home is in a strata or equity co-op building, all upgrades must be approved by the strata council or equity co-op board.

#### Deadlines

- 1. Pre-approval codes are valid for six months. Beyond this date participants must re-apply to determine their eligibility.
- 2. Rebate applications and supporting documentation must be submitted within six (6) months of the invoice date.

### Air source heat pumps (convert from electric)

#### **Rebate requirements:**

In addition to the General Eligibility Requirements described above, the following requirements are also applicable to rebates for air source heat pumps (convert from electric):

- 1. The retrofitted area (suite) must be primarily heated by electricity (a primary heating system must have the capacity to heat a minimum of 50% of the suite for the entire heating season to 21°C).
  - a. Gas or wood fireplaces are considered secondary heating.
- 2. The new heat pump must:
  - a. Replace an existing hard-wired electric heating system (e.g., electric baseboards, radiant ceilings, radiant floors)
  - b. Have one indoor unit (head) serving a main living area (family room, living room, or open concept kitchen-living room).
  - c. Have an AHRI certified reference number that references all components of the heat pump.
  - d. Be listed as a qualifying system on the <u>Qualified Heat Pump Product List</u> and be a NEEP Cold Climate Air Source Heat Pump.
  - e. Provide 100% of the heat load requirements for the area served by the heat pump, down to  $-5^{\circ}$ C design temperature.

i. the existing hard-wired electric heating system must be decommissioned (disconnected).

- ii. If supplemental heating is required to maintain an indoor air temperature greater than 22°C in all living spaces at the outside winter design temperature, the existing hard-wired electric heating system may be retained as a supplemental heating system.
- 3. Replacing an existing heat pump or adding one or more heads to an existing heat pump are not eligible.
- 4. Rebates for multi-split systems are limited to three heads.
- 5. The use of a <u>Home Performance Contractor Network</u> ("HPCN") member is required to receive a heat pump rebate.

	Rebate	Performance requirements
Ductless mini-split heat pump	\$1,000 per heat pump	<ul> <li>O HSPF (Region IV) ≥10, SEER ≥16 or,</li> <li>HSPF2 (Region IV) ≥ 8.5, SEER2 ≥ 15.2</li> </ul>
Ductless multi-split heat pump	\$750 per head (up to three (3) heads)	O Variable speed compressor

#### **Required documentation:**

- Paid invoice (see <u>sample invoice for requirements</u>). Invoice must be paid in full, as indicated by a \$O balance owing, proof of full payment, etc.
- 2. Manufacturer documentation showing AHRI certified reference number or AHRI performance ratings for the installed units.

### Electric heat pump water heater (convert from electric)

### **Rebate requirements:**

In addition to the General Eligibility Requirements described above, the following requirements are also applicable to rebates for electric heat pump water heater (convert from electric):

- 1. The existing water heater being replaced must be electric and be the primary water heater for the suite.
- Emergency replacement of a broken electric heat pump water heater or existing electric heat pump water heater are not eligible for rebates.
- 3. The new all-in-one heat pump water heater must:
  - a. Replace an existing hard-wired electric resistance hot water heater, such as storage tank or tankless water heater;
  - b. Have electric back-up or supplemental electric heating, if applicable; and
  - c. Be installed with appropriate venting as not to create unwanted cold spots.

	Rebate	Performance requirements
Ductless mini-split heat pump	\$1,000 per heat pump	<ul> <li>O HSPF (Region IV) ≥10, SEER ≥16 or, HSPF2 (Region IV) ≥</li> <li>8.5, SEER2 ≥ 15.2</li> </ul>
		O Variable speed compressor

#### **Required documentation:**

 Paid invoice (see <u>sample invoice for requirements</u>). Invoice must be paid in full, as indicated by a \$O balance owing, proof of full payment, etc.

### Additional terms and conditions

- Administration: The Program is administered in whole or in part, by British Columbia Hydro and Power Authority ("BC Hydro"), in collaboration, from time to time, with additional third-party contributors (each, a "Collaborating Party").
- Applicants: Each eligible applicant (each, an "Applicant") who makes certain upgrades to their homes ("Upgrade(s)") in accordance with the applicable rebate requirements set out in these Terms and Conditions (the "Program Rebate Requirements") may be eligible to receive a corresponding rebate(s) under the Program.
- 3. Effective date: The Program Rebate Requirements are applicable to upgrade invoices dated on or after July 15, 2025.
- 4. **Pre-approval:** The Applicant must submit an online pre-approval form for review by BC Hydro and receive a pre-approval code in order to submit an online application. Pre-approval is required prior to purchase and installation of any upgrades.
- 5. Required forms, documentation and deadlines: The Applicant must submit an online application form completed in full for all the Program rebates. If the Applicant is not the electric utility account holder, the Applicant hereby represents and warrants to BC Hydro that they have the authority and consent from the account holder to participate in the Program and enter into these Terms and Conditions on behalf of the account holder and shall provide BC Hydro with evidence of their authority and consent upon request.

### 6. Product installation:

- **a.** All equipment and products (as listed on the Program webpages) installed as part of an upgrade must be new, in good working order and not previously installed in another home or building.
- b. The Applicant is responsible for the safe removal, decommissioning, modification (where applicable), and disposal/ recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Applicant hereby agrees to the disposal of old equipment and products in accordance with the manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction. Old equipment must not be resold or reused.

- c. In the event that BC Hydro determines, acting reasonably, that the Applicant, uninstalled, removed, decommissioned, or caused to be uninstalled, removed, or decommissioned the equipment or products installed as part of an upgrade(s) within one (1) year of BC Hydro issuing the Applicant a rebate under the Program, the Applicant hereby agrees to return the funds received for the rebate to BC Hydro in the form and method indicated by BC Hydro. The Applicant will remain liable to BC Hydro for the rebate amount until such funds are returned to BC Hydro and may be excluded from participating in any current or future rebate and incentive programs funded by BC Hydro.
- 7. Site verification: The Applicant will provide or ensure that BC Hydro is granted access to the home and the eligible equipment and products upon written request to conduct a site verification of the home. The purpose of the site verification is to verify compliance, eligibility, disposal of old equipment and installation/operation of eligible equipment and products. Site verification may take place for a period of one (1) year following BC Hydro's receipt of a rebate application from the Applicant. The Applicant hereby agrees to respond and provide access to the home and any requested information within thirty (30) days of receipt of a site verification notice or information request or risk their application being declined and/or their rebates forfeited. Applicants must retain copies of all supporting documentation required for rebate eligibility for at least a period of one (1) year following BC Hydro's receipt of the applicant.
- Acceptance/rejection of applications: BC Hydro reserve the right, in its sole discretion, to accept or reject applications for any reason.
- 9. Program changes: BC Hydro, in its sole discretion, reserves the right to suspend, modify or cancel the Program (including the rebate amounts) at any time, without notice, obligation or penalty, for any reason. BC Hydro, in its sole discretion, may modify, amend, supplement, or terminate these Terms and Conditions (including rebate amounts) at any time without prior notice and without any responsibility or liability to any Applicant, by posting the changed Terms and Conditions on the Program website. The changed Terms and Conditions are effective immediately on posting on the Program website unless the changed Terms and Conditions expressly state otherwise. It is the Applicant's responsibility to check the "Last Updated" date at the top of these Terms and Conditions and review any changes since the previous version. By participating in the Program after these Terms and Conditions have been changed by BC Hydro, the Applicant signifies their unconditional acceptance and agreement to be bound by the changed Terms and Conditions. The Applicant may not change these Terms and Conditions in any manner.
- 10. Availability of funding: Rebate funding is limited. BC Hydro, at their sole discretion, may prioritize applications and determine level of rebate amount, if any, that the Applicant will receive. If the Applicant's BC Hydro account is not in good standing or if the Applicant is not in compliance with these Terms and Conditions (including the Program Rebate Requirements), then the Applicant will not be eligible to receive rebate payments.
- 11. Rebate amounts: Rebate amounts are as listed on the Program webpages. Amounts are subject to change in accordance with Section 8 herein. Furthermore:
  - **a.** Rebates may be combined with funding received from other sources, such as capital funding from the federal government but combined funding cannot exceed the invoiced amount or total cost of the applicable Application.
- 12. Timing and payment of rebate(s): Rebate payments will be issued either in the form of a cheque, rebate provided via bill, or e-transfer to the Applicant. The rebate will be reflected on the customer's BC Hydro account as an offset of the amount owed by the customer to BC Hydro for electricity provided by BC Hydro. For clarity, such an offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the customer for electricity provided by BC Hydro under the applicable rate schedule, it is used simply as a mechanism for paying the rebate. If a cheque has not been cashed within six (6) months from the date of issue, the cheque will be considered null and void. BC Hydro is under no obligation to re-issue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque. Rebate payments are non-transferable, non-exchangeable and non-refundable.
  - Processing of applications may take up to ninety (90) days from the date that all required application documents are received, or longer if the application is selected for site verification. BC Hydro is not responsible or liable for lost, delayed, damaged, illegible or incomplete applications.
  - **b.** Applicant may be eligible to apply for a maximum of one (1) Mini–Split, Multi–Split and Packaged Terminal Heat Pumps rebate and one (1) Electric Heat Pump Water Heater rebate under the Program.
  - c. Applicants that have received any funding, rebates or other incentives from CleanBC, BC Hydro or FortisBC, such as CleanBC Better Homes Energy Savings Program ("Duplicate Incentives") will not be eligible for any Program rebates. In

the event that BC Hydro determines that the Applicant has received any Duplicate Incentives, the Applicant hereby agrees to return the funds received for all rebates under the Program to BC Hydro in the form and method indicated by BC Hydro. The Applicant will remain liable to BC Hydro for all Program rebate amounts until such funds are returned to BC Hydro. In addition, in the event BC Hydro determines that any Applicant has received Duplicate Incentives, the Applicant may be excluded from participating in any current or future rebate and incentive programs funded by BC Hydro.

- **13. Binding decisions:** Decisions of BC Hydro are final and binding and not subject to appeal. BC Hydro may provide reasons for its decisions but is under no obligation to do so.
- 14. Risks: The Applicant hereby acknowledges and agrees that they have independently assessed and accept any and all risks and liability associated with the actions taken to make energy-efficient upgrades contemplated under the Program and these Terms and Conditions, including but not limited to installation of equipment and products. The Applicant is solely responsible for any impacts that their participation in the Program may have on any warranties for their equipment and products.
- **15.** No warranties: BC Hydro, not being the designer, manufacturer, provider or installer of the equipment, products, services and/or improvements under the Program, make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any equipment, product, service, or improvements, or the skill or suitability of any contractor. BC Hydro accepts no liability or responsibility for the equipment, products, services, improvements, or use of any contractor as it relates to the Program. For Program equipment/products and installations that require an Applicant to choose a contractor from the Home Performance Contractor Network ("HPCN"), the purpose of that requirement is that those contractors have met the HPCN standards and the Applicant hereby agrees that notwithstanding that the Applicant is required to choose a contractor from the HPCN, BC Hydro make no representation or warranty whatsoever, express or implied, as to the quality of any service or skill of any contractor or their suitability to perform any work associated with the Program. BC Hydro accepts no liability or responsibility for the services, including, but not limited to, the quality of the work done by the contractor, or the Applicant's choice of contractor. BC Hydro does not guarantee any energy cost savings or other benefits arising from the Applicant's participation in the Program.
- 16. Limitation of liability: To the maximum extent permitted by applicable law, in no event and under no circumstances will BC Hydro, including its affiliates, and any of their respective officers, directors, employees, agents, contractors, representatives, successors or permitted assigns and those for whom BC Hydro may be responsible at law (collectively, the "Administrators") be liable to an Applicant or any other person for any claims, damages, losses, liabilities, costs, expenses, proceedings, judgements, or causes of action (including special, punitive, incidental, contingent, indirect or consequential losses or damages) that may be suffered or incurred by, or brought or made by, the Applicant or any other person (including any third person who resides at, visits, or occupies the Applicant's home), arising from, connected with, or relating to the Applicant's participation in the Program or these Terms and Conditions (including without limitation, damage to or loss of personal property; personal injury (including death), illness, or other condition or effect; and costs for claims; and whether as a result of a breach of these Terms and Conditions or any actions, negligence, or omissions by the Administrators). For certainty, BC Hydro assumes no liability or responsibility for any claims, damages, losses, liabilities, costs, expenses, proceedings, judgements, or causes of action arising from installation and/or use of equipment, products, services or improvements, or any impacts, damage or destruction to an Applicant's home, equipment, or products as a result of their installation, use or operation under these Terms or Conditions; any rebate miscalculations or missed rebates; or otherwise as a result of an Applicant's participation in the Program. This section will survive the termination of the Applicant's participation in the Program or of these Terms and Conditions.
- 17. Release: The Applicant hereby irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, the Administrators, of, from and against the foregoing claims, damages, losses, liabilities, costs, expenses, proceedings, judgements, or causes of action set forth in section 15 of these Additional Terms and Conditions. This section will survive the termination of the Applicant's participation in the Program or of these Terms and Conditions.
- 18. Indemnity: The Applicant hereby agrees to indemnify, defend and hold harmless the Administrators from and against any and all demands, claims, damages, losses, costs, expenses, causes of action, fines, orders, judgements, actions, suits, proceedings, liabilities or obligations suffered or incurred by, or brought or made against, any of the Administrators, arising from or in connection with, whether directly or indirectly, any act or omission of the Applicant, the Applicant's participation in the Program or the Applicant's breach of these Terms and Conditions, including but not limited to if the Applicant or third persons who reside at, visit, or occupy the Applicant's home seek damages against any of the Administrators for any reason that is connected with these Terms and Conditions or the equipment/products or the Applicant's participation in the Program. This section will survive the termination of the Applicant's participation in the Program or of these Terms and Conditions.

- **19. Use and disclosure of information:** By submitting an application, the Applicant consents and agrees that BC Hydro and their contractors and authorized agents may:
  - **a.** Contact the Applicant by phone, mail, email or other method to administer, implement, evaluate and research all elements of the Program, verify information, and to conduct surveys;
  - b. Collect and use information (including personal information) contained in the application or acquired during participation in the Program (including in home assessments and during site verification) and may disclose the information to affiliates and contractors, any Collaborating Party, and the landlord and/or strata corporation (if applicable), to administer, implement and evaluate the Program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy efficiency programs; and
  - c. Retrieve account information and bill data for a period of five (5) years prior to, and five (5) years after, the Program participation to evaluate consumption and energy savings attributable to the Program, and to collect, use and disclose such information and data pursuant to paragraph (b) above.
- 20.Privacy: BC Hydro collects, uses and discloses personal information in accordance with the 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 occur 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.
- **21. Representations and warranties:** The Applicant hereby represents and warrants to BC Hydro as follows, with the intent that BC Hydro will rely on these representations and warranties in entering into these Terms and Conditions and administering the Program:
  - a. The Applicant has capacity to enter into these Terms and Conditions and carry out their terms.
  - **b.** All information, statements and documents furnished or submitted by the Applicant to BC Hydro in connection with these Terms and Conditions and the Program are true and correct in all material respects.
  - c. The Applicant meets the Program Rebate Requirements.

### 22. General:

- a. These Terms and Conditions constitute the entire agreement between the Applicant and BC Hydro with respect to the Program. An Applicant's participation in the Program hereby signifies their unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms and Conditions. If an Applicant does not unconditionally agree to accept these Terms and Conditions, then they may not participate in the Program.
- **b.** A waiver of any term or breach of these Terms and Conditions is effective only if it is in writing and signed by, or on behalf of, BC Hydro and is not a waiver of any other term or breach.
- c. Rebates outstanding prior to a change or termination of the Program will be administered in accordance with the Program as it existed as of the date that yielded the rebate, unless otherwise determined by BC Hydro in its sole discretion.
- **d.** These Terms and Conditions are governed by and are to be interpreted and construed in accordance with the laws of British Columbia.
- e. If one or more of the provisions contained in these Terms and Conditions will be invalid, illegal or unenforceable in any respect, such provisions will be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.
- f. BC Hydro will not be in default, and will not be deemed to be in default, by reason of delay or the failure or inability to perform its obligations under these Terms and Conditions where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of BC Hydro, including without limitation any act of God or other cause which frustrates the performance of these Terms and Conditions.
- g. The Applicant may not assign any of their rights or obligations under these Terms and Conditions.