Home Upgrades Program Renovation Stream Terms and Conditions

Last Updated: November 12, 2025

0. CHANGELOG

- 0.1 **November 12, 2025**: Updates to: 3.1 a(i), 3.2 e, 3.3 a(i), 3.3 b, 5.2 a, and Definition 2 f.
- 0.2 August 14, 2025: first publication date

1. BACKGROUND:

The City has established the Home Upgrades Program (the "**Program**") as part of its Energy Equity Strategy. Energy equity is a key pathway in the Calgary Climate Strategy: Pathways to 2050 and the 2023-2026 Climate Implementation Plan, which were approved by City Council in 2022. The aim of the Program is to reduce energy and water use by income-qualified Calgarians by offering free energy and water upgrades. This Program is funded by The City and is administered by Kambo Energy Group (the "**Program Administrator**").

The renovation stream (the "Renovation Stream"), which may also be known as the Home Upgrades Stream, is offered as part of the Program. The Renovation Stream aims to help income-qualified homeowners save gas, electricity, and water, reduce utility costs and improve home comfort and safety through energy and water-saving upgrades.

This document outlines the Renovation Stream terms and conditions ("**Terms and Conditions**") for a Property Owner and/or Tenant's participation in the Renovation Stream. By applying to the Program, the Property Owner and/or Tenant agree to abide by these Terms and Conditions.

The Program Administrator and The City have the right to terminate the Program at any time and update the eligibility criteria of the Property, Property Owner, Tenant, eligible Upgrades, and these Terms and Conditions at any time without notice or liability.

2. **DEFINITIONS**

2.1 In these Term and Conditions, certain words and phrases have the meanings set out in Appendix "A".

3. ELIGIBILITY

- 3.1 To participate in the Renovation Stream, the Property and Property Owner must meet the eligibility criteria, set out in these Terms and Conditions, and any additional eligibility criteria as identified by the Program Administrator or The City.
- 3.2 Property Eligibility Criteria
 - (a) The Property must:
 - (i) Be owned by an individual(s) (natural person(s));
 - (ii) Be a privately owned residential property;
 - (iii) Be built before January 1, 1998;
 - (iv) Be located in the City of Calgary;
 - (v) Be a single or semi-detached house, duplex, row house, townhouse or manufactured home on a permanent foundation; and
 - (vi) Have a separate heating system.
 - (b) For greater certainty, mobile homes, non-residential property, and multi-unit residential buildings with a shared heating system and more than four units are not eligible to participate in the Renovation Stream.
 - (c) The Property must not be subject to any development or safety code compliance issues at the time of submitting the Application Forms and until the Post Home Assessment is completed.

- (d) If required, the Property Owner must, at their own cost, obtain consent from any mortgage lender(s) or insurance providers to participate in the Renovation Stream. Failure to do so may constitute a breach of its mortgage or insurance terms.
- (e) A Property that has participated in the Renovation Stream (including prior iterations) is not eligible to participate again, even if there is a change in the Property Owner.

3.3 Property Owner Eligibility

- (a) The Property Owner must:
 - (i) Be an individual(s) (natural person(s));
 - (ii) Be the current registered, legal and beneficial owner of the Property; and
 - (iii) Have the full right, power and authority to enter into the Participant Agreement, Scope of Work and agree to abide by these Terms and Conditions on behalf of all Property Owners.
- (b) For greater certainty, only individual(s) or natural person(s) may participate in the Renovation Stream and no organization or business is eligible to participate.

3.4 Income Eligibility

- (a) The total before-tax income of all individual(s) residing in the Property that are over 18 years old, at the time of submitting the application form, must not exceed the income thresholds in the table below.
- (b) For the purposes of this section, a household is a single individual or a group of individuals (including children) who reside in the same Property and share financial responsibilities, including but not limited to rent, utilities, and other living expenses. This includes multigenerational or extended families living together and supporting one another financially.
- (c) In cases where multiple, unrelated individuals or families reside in the same Property but maintain separate finances and living arrangements (e.g., roommates or separate rental units), each group may be assessed separately for income eligibility.
- (d) If a Property Owner and Tenant both reside in the Property at the same time, the rent amount in the Tenancy Agreement must be included in the Property Owner's total income. The Property Owner and Tenant(s) income will be assessed separately for income eligibility purposes.

Household Size	Before-tax combined household income
1	< \$ 52,884
2	< \$ 65,836
3	< \$ 80,938
4	< \$ 98,269
5	< \$ 111,456
6	< \$ 125,703
7+	< \$ 139,951

4. UPGRADE ELIGIBILITY

- 4.1 Only the Upgrades and Incidental Work required to complete the Upgrades, as outlined in the Scope of Work and approved by the Property Owner, will be installed in the Property.
- 4.2 Costs related to the ongoing maintenance, repair, or upkeep of the Upgrades after installation are not eligible and do not form part of the Project. The City, Program Administrator and Qualified Contractor do not assume any responsibility (including financial) for such activities.

5. APPLICATION REQUIREMENTS AND CONDITIONS

5.1 Participant Application

- (a) By submitting an application, all Property Owners and Tenants confirm that they have reviewed, understood, and agreed to these Terms and Conditions.
- (b) The Property Owner or Tenant must submit a completed Application Form that is, to the best of their knowledge, accurate and true. Any false or misleading statements may result in disqualification from the Program.
- (c) The Program Administrator reviews Application Forms in the order they are received. The Program Administrator and The City retain discretion to decline the admittance of a Property or Property Owner in the Renovation Stream for any reason.
- (d) After submitting an Application Form, the Property Owner must submit the required Supporting Documentation to the Program Administrator.
- (e) Upon approval of the Application Form and Supporting Documentation by the Program Administrator, the Property Owner will be provided the Participant Agreement to sign.
- (f) Receiving approval of an Application Form does not guarantee that the Property Owner will receive Upgrades under the Program. Upgrades are only confirmed for installation once Supporting Documentation are approved, a Participant Agreement is signed, an Initial Home Assessment is complete and the Scope of Work is executed.

5.2 Scope of Work

- (a) The Participant Agreement must be executed before the Initial Home Assessment is booked and the Participant must sign a consent form and share the Property tax roll number with the Program Administrator and Qualified Contractor as required by the NRCan EnerGuide Evaluation.
- (b) To determine the eligible Upgrades for the Scope of Work, the Program Administrator and Qualified Contractor will book and conduct an Initial Home Assessment.
- (c) Based on the results of the Initial Home Assessment, the eligible Upgrades will be set out in the Scope of Work by the Program Administrator and the Qualified Contractor.
- (d) The Property Owner must provide approval for all Upgrades and Incidental Work in the Scope of Work before the Project can begin

5.3 Upgrade Installation

- (a) Upgrades and any Incidental Work will be completed by the Qualified Contractor.
- (b) The Property Owner or Tenant are solely responsible for preparing the home to provide adequate space for the Qualified Contractor to safely install the Upgrades in the Property.
- (c) The Qualified Contractor will install Basic Measures in the Property at the time of the Initial Home Assessment or Upgrade installation. The Property Owner may opt out of these Basic Measures with the Qualified Contractor at that time.
- (d) The Qualified Contractor will be responsible for obtaining all permits, licenses, inspections and building occupancy permits necessary to complete the Upgrades.
- (e) The Qualified Contractor will provide a one-year labour warranty, which commences on the date of the Upgrade installation.
- (f) The Qualified Contractor will provide Property Owners with all Warranty Records. The Property Owner is responsible for retaining and maintaining these Warranty Records.

5.4 Project Completion

- (a) Once the Upgrades are complete, a Post Home Assessment will be completed on the Property by the Qualified Contractor.
- (b) The Property Owner or Tenant, as applicable, must submit utility bills for a minimum of three months after the Upgrades are installed.
- (c) If the Property is leased to a Tenant, the Property Owner must submit an Annual Tenancy Report each year for three years after the Post Home Assessment is completed, as attached in Appendix B.

5.5 Property Access

(a) The Program Administrator, The City or the Qualified Contractor may conduct a Property inspection prior to, during or after the installation of the Upgrades to confirm the Upgrades

- have been installed and confirm the accuracy of the documentation submitted by the Property Owner.
- (b) When Property access is required by The Program Administrator, The City or the Qualified Contractor for Home Assessments, Property inspections or Upgrade installations, the Property Owner must provide reasonable access to the Property.

6. PROJECT COST

- 6.1 The Property Owner will not be responsible for the Project Costs.
- The City shall pay to the Program Administrator the Project Costs which shall not exceed the amount as set forth in the Scope of Work and at no time exceed \$50,000.

7. PROPERTY OWNER RESPONSIBILITIES AND ACKNOWLEDGEMENTS

- 7.1 The Property Owner(s) have independently assessed the risks of Program participation and decided to proceed.
- 7.2 The Property Owner acknowledges and agrees that The City takes no responsibility for and has no involvement in:
 - (a) Retaining the Qualified Contractor or any other person to complete the Upgrades;
 - (b) Completion of the Project, including determining the quality or suitability of the Upgrades;
 - (c) Remediating or addressing any pre-existing damage to the Property;
 - (d) Providing any Warranty Records or labour warranty for the Upgrades; and

8. DATA COLLECTION AND USE

- 8.1 The Property Owner and Tenant(s) acknowledges that the *Access to Information Act*, SA 2024, c A-1.4 and *Protection of Privacy Act*, SA 2024, c P-28.6, may apply to all information and records provided by the Property Owner to The City and to any information and records which are in the custody or under the control of either The City or the Program Administrator.
- The personal information collected through the Program is collected under the authority of section 4(c) of the *Protection of Privacy Act* for the purpose of the operation, administration, assessment or reporting of the Program and may be inputted into an automated system to generate content. For questions about this collection of persona information, please contact Corporate Environmental Specialist at 368-993-7651 and climateequity@calgary.ca.
- 8.3 The Property Owner acknowledges that The City will collect, use and disclose any information (including personal information) provided by either the Property Owner, Program Administrator or the Qualified Contractor in connection with the Program. Any use and disclosure of the information shall be done in accordance with the applicable Privacy Legislation.
- 8.4 The Property Owner understands that information collected from all Home Assessments, including but not limited to the EnerGuide Label, energy performance results, building type and photo, will be shared by the Program Administrator with The City. The City will retain the data and information and may use it for Program evaluation, performance monitoring, and future program planning or potential studies.
- 8.5 The Property Owner acknowledges the Property's EnerGuide Label data will be published on The City's Home Energy Performance Map. This data may include the EnerGuide Label, the home address and EnerGuide file number, energy performance results, building type, and photo. If the Property Owner no longer wishes to have this information on the Home Energy Performance Map, they can request removal of this data by emailing energylabel@calgary.ca.
- 8.6 The Property Owner consents to the Program Administrator, The City, Qualified Contractor, their agents or service providers to contact the Property Owner directly by email and other electronic communications for the purposes of Program administration, evaluation, verification, and for collecting market research data related to the Program.

8.7 The Property Owner(s) and Tenant(s) consent to The City and Program Administrator obtaining water, gas and electricity consumption data directly from Enmax Energy Corporation ("ENMAX"), as set out on their monthly ENMAX bills for the Property. ENMAX will only provide data associated with the Property if the Property Owner or Tenant are the authorized account holder. Data may be provided for up to one year before and one year after Upgrade installation. This information will be used solely for the purpose of evaluating Program success.

9. INDEMNITY AND RELEASE OF LIABILITY OF THE CITY

- 9.1 There is no implied or express representation, warranty, promise or guarantee by The City related to the design, installation, functionality or performance of the Upgrades installed on the Property, and The City expressly disclaims any and all representations, warranties, promises or guarantees relating to any Upgrades installed on the Property including the workmanship, quality, fitness for purpose or performance.
- 9.2 The Property Owner releases, waives and discharges The City from any and all liability, claims, demands, actions or causes of action arising from:
 - (a) The design, installation, functionality or performance of the Upgrades installed on the Property or related to the Upgrades failure to achieve its intended goal or purpose; and
 - (b) Completion of the Upgrades, including, but not limited to, any delays, errors, or defects, any negligence of the Program Administrator or Qualified Contractor in the completion of the Upgrades, the Program Administrator or Qualified Contractor's failure to complete the Upgrades, any failure to make payment to the Qualified Contractor or any other person retained to complete the Upgrades, or the discharge of any liens on the Property.
- 9.3 The Property Owner indemnifies and saves harmless The City and their respective officers and employees and against any losses, costs, damages, liens, charges, claims, demands, suits, proceedings, recoveries and judgments arising from or related to the Property Owner's activities or obligations under these Terms and Conditions.
- 9.4 The City makes no representations or warranties, express or implied, regarding the realization of any monetary saving by the Property Owner by participating in the Renovation Stream. The Property Owner acknowledges and understands that the financial benefits are contingent upon various factors, beyond The City's control.

10. MISCELLANEOUS

- 10.1 Independent Legal Advice: The Property Owner acknowledges that they have been given the opportunity to seek independent legal advice with respect to these Terms and Conditions and that either:
 - (a) they have obtained such advice to the extent they deem necessary; or
 - (b) they have voluntarily chosen not to seek such advice and understand the consequences of doing so.

The Property Owner further acknowledges that they fully understand these Terms and Conditions and voluntarily agree to abide by them without duress.

- 10.2 No Permit: These Terms and Conditions do not constitute a development permit or any other permit issued by The City.
- 10.3 Electronic Execution. These Terms and Conditions may be accepted and executed electronically. A signed copy of these Terms and Conditions delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of these Terms and Conditions.
- 10.4 Severability. If any term or provision of these Terms and Conditions are invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

- 10.5 Governing Law. All matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 10.6 Forum Selection. Any action or proceeding arising out of or based upon/relating to these Terms and Conditions may be instituted in the courts of the Province of Alberta and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

APPENDIX "A" INTERPRETATION AND DEFINITIONS

1. INTERPRETATION

In the event of any conflict or inconsistency between these Terms and Conditions and the Participant Agreement signed by the Property Owner, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) these Terms and Conditions; and
- (b) the Participant Agreement

2. **DEFINITIONS**

- (a) "Annual Tenancy Report" means the report for a Property that is leased that the Property Owner must submit each year for three years following the completion of Upgrades.
- (b) "**Application Form**" means the form completed by the Property Owner or Tenant that is submitted to the Program Administrator to apply for the Program.
- (c) "Basic Measures" means energy efficiency products which may be installed at the Property, including light bulbs, window kit, power save bar, weatherstripping, shower timer, outlet gasket pack, pipe foam, air sealing, faucets aerators, carbon monoxide detectors, and/or smoke detectors.
- (d) "EnerGuide Label" means a document produced from the NRCan EnerGuide Evaluation that provides information on how the Property uses energy and a rating comparing the Property to that of a typical new home.
- (e) "Incidental Work" means the preparation or upgrading of a Property that is incidental to the Upgrades but required for successful Upgrade completion, such as mold or asbestos remediation and excludes the installation of the Upgrades.
- (f) "Initial Home Assessment" means the first Home Assessment completed, including the NRCan EnerGuide Evaluation, to determine which Upgrades will be installed in the Property.
- (g) "Home Assessment" means an assessment of the Property completed by a Qualified Contractor and includes a free NRCan EnerGuide Evaluation.
- (h) "Home Energy Performance Map" means a map of the City of Calgary that displays information on energy performance of residential homes. This includes data from EnerGuide audits or modeled digital energy scores which are publicly accessible on the City of Calgary website.
- (i) "Landlord" has the same meaning as in section 1(1)(f) of the *Residential Tenancies Act*, SA 2004, c R-17.1, as amended from time to time.
- (j) "NRCan EnerGuide Evaluation" means an energy audit adhering to either pre- or postproject version 15 EnerGuide Home Energy Evaluation specifications.
- (k) "Post Home Assessment" means the Home Assessment completed after the Upgrades are completed and includes a free NRCan EnerGuide Evaluation.
- (I) "Program" shall have the meaning ascribed in the Background;
- (m) "Project" means the installation of Upgrades and Incidental Work at the Property by the Qualified Contractor(s), as detailed in the Scope of Work.
- (n) "Participant Agreement" means the agreement between the Program Administrator, the Qualified Contractor, and the Property Owner.
- (o) "Project Cost" means the total cost of the Upgrades including installation, equipment for installation, costs for Incidental Work approved in the Scope of Work, and NRCan EnerGuide Evaluations paid by The City for participation of the Property in the Renovation Stream.

- (p) "**Property**" means a residential property owned by the Property Owner which meets the eligibility criteria to participate in the Renovation Stream.
- (q) "Property Owner" means the person(s) who is the registered owner of the Property.
- (r) **"Program Administrator**" means Kambo Energy Group, the designated program administrator who is responsible for implementing the Program on behalf of The City.
- (s) "Qualified Contractor(s)" means a duly qualified contractor(s) who is responsible for installing the Upgrades, completing Incidental Work and is retained by the Program Administrator.
- (t) "Renovation Stream" shall have the meaning ascribed in the Background.
- (u) "Scope of Work" means the document which defines the scope of the Project and sets out the Incidental Work required and what Upgrades will be installed at the Property.
- (v) **"Supporting Documentation"** means income verification documents, utility bills, and where applicable, the Tenancy Agreement.
- (w) "**Tenant(s)**" means the person(s) who rents and occupies the Property and has signed the Tenancy Agreement with the Landlord.
- (x) "Tenancy Agreement" means a written agreement between the Tenant and the Landlord to rent the Property.
- (y) "The City" means The City of Calgary, who is responsible for funding and governing the Program.
- (z) "**Upgrade(s)**" means eligible energy or water efficient products and eligible health and safety improvements.
- (aa) "Warranty Records" means all documentation and information for the warranty of the Upgrades.

APPENDIX "B"

ANNUAL TENANCY REPORT - SAMPLE

Property Owner/Landlord Information												
Property owner/landlord				Date of upgrade completion:								
name:												
Property address:				Number of units in the property:								
Application number:			Has the property been sold?			☐ Yes ☐ No						
Contact phone number:								If yes, why?				
Contact email:												
Tenant Information:												
Unit	Did the	Was an	If the tenant left or	_	ant			Current If rent increased,		Which utilities		
Number:	original tenant	eviction notice	was evicted, what	Nar	me(s):	rent	monthly		when did it increase	does the		
	remain after upgrades?	notice issued?	was the reason?			before the			and what was the reason?	tenant pay for?		
	☐ Yes	☐ Yes				upgrades:			reason:	□Gas		
	□ No	□ No								☐ Electricity		
										□ Water		
	□ Yes	☐ Yes								☐ Gas		
	□ No	□ No								☐ Electricity		
										☐ Water		
	☐ Yes	☐ Yes								☐ Gas		
	□ No	□ No								☐ Electricity		
										☐ Water		
Do you have any additional comments?												
Documentation and Signature												
☐ I have attached the current lease agreement. Property Owner/Landlord Signature:												
		•	eport is true and correct.									

Please submit to calgary.ca no later than January 31 each year for three years after the upgrades are complete.