

INSTRUCTIONS

Thank you for submitting the online questionnaire. To complete your application package, please do the following:

1. Sign completed copies of the questionnaire (one each for the applicant and any co-applicants).
2. Print and complete the Statutory Declaration (a separate sworn Statutory Declaration must be completed by the applicant and any co-applicants, in front of a Commissioner for Oaths or a Notary Public).
3. If paying by certified cheque, money order, or bank draft, attach your payment to this application (make payable to the Government of Alberta).
4. Send all original, signed application documents to:

Residential Protection Program
Alberta Municipal Affairs
16th Floor, Commerce Place 10155-102 Street
Edmonton, Alberta T5J 4L4

After a complete application is submitted, it will take approximately 14 business days to evaluate. You will be notified by email once a decision has been made.

Please read instructions carefully as an incomplete application may cause delays.

THE FEE FOR APPLICATION IS NON REFUNDABLE.

Primary Applicant

Legal Name: David Nicholson
Birth Date: 3/26/1966
Driver Licence Number: 144446-788
Phone Number: (403) 614-9160
Alternative Number:
Email: david@nicholsoft.ca
Application ID: 22AA1831271
Submission Date:

Address

Current Address	Mailing Address
1319 Kings Heights Rd SE Airdrie T4A 0E9	1319 Kings Heights Rd SE Airdrie T4A 0E9

Co-Applicant(s)

Name	Driver's Licence Number	Birth Date	Phone Number	Alternative Number	Email
Cheryl Nicholson	144446-846	3/14/1968 12:00:00 AM	(403) 613-7358		cheryl@nicholsoft.ca

Ordinarily Resident(s)

Name	Birth Date	Phone Number	Email
Cheryl Nicholson	1968-03-24	(403) 613-7358	cheryl@nicholsoft.ca

New Home Site Information

Building ID	Civic Address	Legal Description	LINC
22BD9541213	Athabasca County	1-1-0740388	

Subcontractor(s)

Trade Name	Business Name	Registered Address	Phone Number
Electrician	-	Stefan Kolotyluk	(403) 555-1212
Construction	A.J.Weiler Construction	Box 389, Clyde, AB T0G 0P0	(780) 307-4265

Payment Required

Total Number of Units:
Total Amount Due:

The collection of personal information is necessary to support the New Home Buyer Protection program. The collection is authorized under Section 33(c) of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act and will be managed in accordance with the privacy provisions in the Act. If you have any questions regarding the collection of your personal information, please send your inquiry to the New Home Buyer Protection Office, 16th Floor, Commerce Place, 10155-102nd Street, Edmonton, AB, T5J 4L4 or telephone to 1-866-421-6929.

David Nicholson - Questionnaire

1. **I am applying for an authorization to build a single detached home, as an owner builder without warranty.**
 - Yes
 - No
2. **I intend to personally live in the new home as my primary residence for 10 years or more.**
 - Yes
 - No
3. **I intend to personally undertake, arrange for, or manage all or substantially all of the construction of the proposed new home (i.e., I will personally hire and finance the trades and subcontractors, purchase necessary materials, and serve as the general contractor).**
 - Yes
 - No
4. **I intend to hire a builder, general contractor, project manager, or construction manager to build the new home, who will be responsible for all or substantially all of the construction of the new home.**
 - Yes
 - No
5. **I understand that once the home is completed, I must contact the New Home Buyer Protection Program with the following information:**
 - a. The names and contact information for all the subcontractors who were involved in building the new home (if different from those listed on this application),
 - b. The occupancy date, and
 - c. Any supporting documentation, as needed.
 - Yes
 - No
6. **I understand that if I wish to sell or offer to sell the new home within 10 years of the occupancy date, that I am required to obtain warranty coverage for the new home prior to selling or offering it for sale.**
 - Yes
 - No
7. **I understand that warranty providers may:**
 - a. refuse to provide me with a home warranty insurance contract, either before or after the home has been occupied;
 - b. use a risk assessment model to determine the cost of coverage; and/or
 - c. require me to provide detailed information about the new home and the construction process.
 - Yes
 - No
8. **I have the following type of land ownership for the parcel of land on which the new home is to be built:**
 - Fee Simple (the landowners have complete ownership of the land, as indicated on the land title)
 - Life Estate (an estate during a person's life, ending on that person's death)
 - Tenancy in common with at least a half interest (own property jointly without right of survivorship)
 - Joint tenancy with one other person (own property jointly with a right of survivorship)
 - A registered lease with a term of at least 15 years
 - An unregistered lease
 - Option to purchase land
 - Purchase and sale agreement for land
 - Other (e.g., in the name of a company, a family trust, or a family farm)
9. **The type of land ownership referred to in Question 8 is:**
 - Solely in my name
 - Partly in my name and partly in the name of a corporation or other individuals
 - Solely in the name of a corporation
 - Solely in the names of other persons
10. **I intend to (check all that apply):**
 - use the new home as my primary residence
 - use the new home as my secondary residence for my personal use, such as recreational property
 - use the new home as a rental investment property
 - sell the new home within the next 10 years
11. **This is the first home that I, or anyone who was an ordinarily resident adult (defined as a person over the age of 18 that lived in a home built with an owner builder authorization), has constructed as an owner builder. (If you**

select no, please include a copy of the previous Owner Builder Authorization with this application.)

- Yes
- No

12. I have made a false or misleading statement in a previous application for an authorization.

- Yes
- No

13. I have been subject to the following actions under the *New Home Buyer Protection Act*:

- Compliance Order
- Administrative Penalty
- Conviction of an offence
- None of the above

14. I have not built a home under an Owner Builder Authorization or been an ordinarily resident adult (a resident over the age of 18) in a home built under an Owner Builder Authorization where the occupancy date of the home occurred within the last three years. (Select "No" if you previously lived in an owner built home where the occupancy date occurred within the last three years.)

- Yes
- No

15. The criteria for an Owner Builder Authorization is as follows:

- Intend to reside in the new home for at least 10 years (see Question 2);
- Are the registered owner of the property where the home will be built (see Questions 8 and 9);
- Intend to personally engage in, arrange for, or manage all or substantially all of the new home's construction (see Questions 3 and 4);
- The land title is Fee Simple or is registered in Joint Tenancy (see Questions 8 and 9);
- Not have contravened the *New Home Buyer Protection Act* (see Question 13);
- Not have received an Owner Builder Authorization where the occupancy date for the home occurred within the last three years (see Question 14); and
- Not have resided in a new home for which another individual was issued an authorization where the occupancy date for the home occurred within the last three years (see Question 14).

Based upon the above, my application for Owner Builder Authorization does not meet all of the prescribed criteria. I have attached a statement to the Registrar explaining why my authorization application should still be considered.

- Yes
- No

By signing this document, I confirm that I have answered the above questions to the best of my knowledge and have answered all the questions truthfully.

I understand and agree that I will comply with the *New Home Buyer Protection Act and the New Home Buyer Protection Regulations*. I will notify the New Home Buyer Protection Office of any changes pertaining to this Application.

Applicant Signature

Date

Statutory Declaration

CANADA)	
Province of Alberta)	IN THE MATTER OF:
)	Application for an Owner Builder Authorization
To Wit:)	
)	

I, _____
(Full Name)

with application number _____
(Application Identification Number)

of _____
(Municipality)

in the Province of Alberta

DO SOLEMNLY DECLARE THAT:

1. I am applying for an authorization to build a 'new home' meaning a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for single-family, residential occupancy (i.e., a single-family home);
2. I understand the owner builder authorization requires an application process that is subject to approval or denial by the Registrar of the *New Home Buyer Protection Act*. I further understand that if approved, the Registrar may suspend or cancel an authorization;
3. I meet all the criteria for an owner builder authorization required under section 8.1 of the *New Home Buyer Protection (General) Regulation*, including:
 - a. I personally hold title on the property in my individual name as the sole owner, as joint tenant, or as a tenant in common with at least a one half interest;
 - b. I have never, or at least three years have passed since I,
 - i. began occupancy of a new home for which I was issued a previous owner builder authorization, or
 - ii. was ordinarily resident (a resident over the age of 18) in a new home for which another individual was issued an owner builder authorization;
 - c. I have not contravened the *New Home Buyer Protection Act* in the past;

If I do not meet all of the criteria listed in section 8.1, I am attaching a written explanation to this statutory declaration stating

- d. What criteria I do not meet; and

e. Why this application should still be considered despite those criteria,

as per section 8.2(3) of the *New Home Buyer Protection (General) Regulation*;

4. I intend to personally engage in, arrange for, or manage all or substantially all of the construction of the new home for which I am making this owner builder authorization application. This means that I will be controlling, supervising, or leading the construction of the new home and will provide oversight of the building site, procurement of materials and the hiring, direction, scheduling and payment of tradespersons and other labourers;
5. I intend to personally occupy the new home as my primary residence for at least 10 years;
6. I understand the terms under the *New Home Buyer Protection Act* applicable to owner builder authorizations, in particular, my potential obligations under section 4 of the *New Home Buyer Protection Act*;
7. I will update the New Home Buyer Protection System to include information required under section 8.2(4) of the *New Home Buyer Protection (General) Regulation*;
8. If I construct the new home without warranty and if I eventually need or want to sell or offer to sell the new home before the end of the ten-year protection period under section 3(2) of the *New Home Buyer Protection Act*, I will obtain warranty coverage on the new home, or an exemption from the Registrar;
9. I acknowledge that if I construct the new home without warranty and then later want to obtain warranty, warranty providers have discretion respecting owner built homes
 - i. not to provide coverage under a home warranty insurance contract,
 - ii. to determine the cost of coverage under a home warranty insurance contract based on a risk assessment performed by a warranty provider, and
 - iii. to request detailed information about the new home and the construction process from the owner builder.

Important Considerations

Every owner builder must understand the following risks involved in undertaking the construction of a new home as an owner builder:

- I, an owner builder authorization applicant, understand that if I build a new home without warranty,
 - I may not be able to obtain warranty coverage,
 - I may not be able to get an authorization to sell the new home without warranty coverage,and as such, I may not be able to sell my new home within the ten-year protection period;
- I understand that if I build the new home without warranty, I do not benefit from any of the consumer protections in the *New Home Buyer Protection Act*. Further, the owner builder authorization makes me responsible for resolving any issues that may exist in the new home;
- I understand that even if I build the new home with warranty, I will be responsible for any defects in the new home for the duration of the 10-year protection period, even if the home is sold to a subsequent purchaser;
- I understand that some financial lending institutions may require a home warranty insurance contract to obtain financing; and
- I understand that there are no refunds for the application fee of \$750.00, even if the authorization is subject to conditions, suspended or cancelled.

10. I have read and understand the important considerations noted above.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the _____)
of _____ in the Province)
of Alberta this _____ day of _____)
A.D. 20____.)
)

Applicant

A Commissioner for Oaths/Notary Public
in and for the Province of Alberta

(Print or stamp name here)

(Expiry date)

The Collection of personal information is necessary to support the Residential Protection Program. The collection is authorized under section 33(C) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be managed in accordance with the privacy provisions in the Act. If you have any questions regarding the collection of your personal information, please send your inquiry to the Residential Protection Program, Commerce Place, 16th Floor, 10155 - 102 Street, Edmonton, AB, T5J 4L4, or phone 1-866-421-6929.

References

NOTE: To obtain a complete version of the *New Home Buyer Protection (General) Regulation* and the *New Home Buyer Protection Act*, please visit <http://www.qp.alberta.ca/index.cfm>.

NEW HOME BUYER PROTECTION (GENERAL) REGULATION

Criteria to be met

8.1 For the purposes of section 5(b) of the statute, the prescribed criteria that an individual must meet to obtain an authorization are as follows:

- a. that the individual must intend to personally reside in the new home as the applicant's primary residence for at least 10 years;
- b. that the individual must be registered under the *Land Titles Act*
 - i. as the sole owner,
 - ii. as a joint tenant, or
 - iii. as a tenant in common with at least a one half interest of an estate in fee simple in the land upon which the new home is to be constructed;
- c. in the case of a joint tenant referred to in clause (b)(ii) or a tenant in common referred to in clause (b)(iii), that all other registered owners must all be individuals;
- d. that the individual must intend to personally engage in, arrange for or manage all or substantially all of the construction of the new home;
- e. that the individual has not made a false or misleading statement in a previous application for an authorization;
- f. that the individual has not contravened the Act;
- g. that the individual has not been issued an authorization for at least 3 years since the date of the individual's first occupancy of a new home for which the individual was issued the most recent previous authorization;
- h. that the individual has not been ordinarily resident in a new home for which another individual was issued an authorization in the previous 3 years.

Owner Builder Authorizations

8.2(2) The applicant must also provide a statutory declaration in a form and manner acceptable to the Registrar and signed by the applicant acknowledging or confirming that

- a. the applicant meets the criteria listed in section 8.1,
- b. the applicant intends to personally engage in, arrange for or manage all of the new construction of the new home,
- c. the applicant intends to personally occupy the new home as the applicant's primary residence for at least 10 years,
- d. the applicant understands the conditions under the Act applicable to authorizations and, in particular, the applicant's potential obligations under section 4 of the statute,
- e. the applicant is required to and will update the registry under the Act to include information required under subsection (4),
- f. the applicant is required to obtain warranty coverage on the new home, or obtain an exemption from the Registrar from that requirement, if the applicant wishes to sell or offer to sell the new home before the end of the protection period, and
- g. warranty providers have the discretion respecting owner built homes
 - i. not to provide coverage under a home warranty insurance contract,
 - ii. to determine the cost of coverage under a home warranty insurance contract based on a risk assessment performed by a warranty provider, and
 - iii. to request detailed information about the new home and the construction process from the owner builder.

8.2(4) An applicant for an authorization must undertake to provide information, including but not limited to the following, in a form and manner acceptable to the Registrar at the time the information becomes available:

- a. the names of and contact information for all the subcontractors who were involved in building the new home, if different from those who were listed on the statement provided under subsection (1)(f);
- b. the date when the applicant first occupies the new home.

NEW HOME BUYER PROTECTION ACT

Home warranty requirements

3(2) Subject to subsection (5), a person shall not sell or offer to sell a new home while the new home is being constructed or during the protection period unless

- a. the new home has the required home warranty coverage for the protection period or the balance of the protection period, as the case may be, and
- b. the person provides the prospective owner of the new home with a disclosure notice in respect of the home warranty coverage described in clause (a) in a form satisfactory to the Registrar.

Statutory protection

4(1) This section applies only to a new home that does not have home warranty coverage as required by this Act.

(2) Subject to subsection (2.1), a residential builder or an owner builder of a new home is deemed to have agreed with the prospective owner of the new home and subsequent owners of that home, to the extent of labour, materials and design supplied, used or arranged by the residential builder or owner builder, that, except to the extent prescribed, the new home, as it exists at the date the protection period begins,

- a. is free from defects in materials and labour and will remain so for a period of at least one year from the date the protection period begins,
- b. is free from defects in materials and labour related to delivery and distribution systems and will remain so for a period of at least 2 years from the date the protection period begins,
- c. is free from defects in the building envelope and will remain so for a period of at least 5 years from the date the protection period begins, and
- d. is free from structural defects and will remain so for a period of at least 10 years from the date the protection period begins.

(2.1) In subsection (2), with respect to the common property or common facilities in a building or a phase of development, "the date the protection period begins" means the date that is 180 days after the transfer of title described in section 1.1(2)(a).

(3) Any term of an agreement that purports to waive, exclude, limit or qualify the protection under subsection (2) is of no effect.

(4) The protection under subsection (2) applies for the benefit of the person who owns the new home at any time during the periods specified in subsection (2).

(5) The person who owns the new home when there is a breach of the protection under subsection (2) is deemed

- a. to have given good consideration for the benefit of the protection, and
- b. to be the only person entitled to recover damages for a breach of the protection.

(6) Despite subsection (5), if the ownership of the new home changes during the course of an action for a breach of the protection under subsection (2), the new owner is entitled to be substituted as plaintiff and to enforce all rights that the former owner could have enforced.

(7) Nothing in this section

- a. excludes, qualifies or limits any other term, express or implied, or
- b. relieves any person of liability to which the person would otherwise be subject.

Authorizations for owner builders

5(1) Subject to section 6, the Registrar may, on application, issue an authorization, subject to any terms and conditions the Registrar considers appropriate, to an owner builder if the owner builder

- a. registers the new home with the Registrar,
- b. meets the prescribed criteria, and
- c. pays the required fees, if any.

(2) The Registrar may issue an authorization under subsection (1) to a person who does not meet the criteria referred to in subsection (1)(b) if the Registrar is satisfied that special circumstances justify doing so.

Refusal, suspension or cancellation of authorization

6 The Registrar may refuse to issue an authorization to an owner builder or may at any time suspend or cancel, as the Registrar considers appropriate, an owner builder's authorization

- a. if the owner builder does not meet the prescribed criteria referred to in section 5(1)(b) or does not pay the required fees, if any, under section 5(1)(c),
- b. if the owner builder has made a false statement about a material matter in the application for an authorization or refuses to provide information about a material matter when requested to do so by the
- c. if the owner builder is convicted of an offence under this Act,
- d. if the owner builder has breached a condition of the authorization or a restriction on the authorization,
- e. if the Registrar considers that the application for the authorization is not or was not made in good faith,
- f. if the owner builder has failed to comply with a compliance order,
- g. if the owner builder has failed to pay an administrative penalty, or
- h. if the authorization was issued in error.

Cheryl Nicholson - Questionnaire

1. I am applying for an authorization to build a single detached home, as an owner builder without warranty.
 - Yes
 - No
2. I intend to personally live in the new home as my primary residence for 10 years or more.
 - Yes
 - No
3. I intend to personally undertake, arrange for, or manage all or substantially all of the construction of the proposed new home (i.e., I will personally hire and finance the trades and subcontractors, purchase necessary materials, and serve as the general contractor).
 - Yes
 - No
4. I intend to hire a builder, general contractor, project manager, or construction manager to build the new home, who will be responsible for all or substantially all of the construction of the new home.
 - Yes
 - No
5. I understand that once the home is completed, I must contact the New Home Buyer Protection Program with the following information:
 - a. The names and contact information for all the subcontractors who were involved in building the new home (if different from those listed on this application),
 - b. The occupancy date, and
 - c. Any supporting documentation, as needed.
 - Yes
 - No
6. I understand that if I wish to sell or offer to sell the new home within 10 years of the occupancy date, that I am required to obtain warranty coverage for the new home prior to selling or offering it for sale.
 - Yes
 - No
7. I understand that warranty providers may:
 - a. refuse to provide me with a home warranty insurance contract, either before or after the home has been occupied;
 - b. use a risk assessment model to determine the cost of coverage; and/or
 - c. require me to provide detailed information about the new home and the construction process.
 - Yes
 - No
8. I have the following type of land ownership for the parcel of land on which the new home is to be built:
 - Fee Simple (the landowners have complete ownership of the land, as indicated on the land title)
 - Life Estate (an estate during a person's life, ending on that person's death)
 - Tenancy in common with at least a half interest (own property jointly without right of survivorship)
 - Joint tenancy with one other person (own property jointly with a right of survivorship)
 - A registered lease with a term of at least 15 years
 - An unregistered lease
 - Option to purchase land
 - Purchase and sale agreement for land
 - Other (e.g., in the name of a company, a family trust, or a family farm)
9. The type of land ownership referred to in Question 8 is:
 - Solely in my name
 - Partly in my name and partly in the name of a corporation or other individuals
 - Solely in the name of a corporation
 - Solely in the names of other persons
10. I intend to (check all that apply):
 - use the new home as my primary residence
 - use the new home as my secondary residence for my personal use, such as recreational property
 - use the new home as a rental investment property
 - sell the new home within the next 10 years
11. This is the first home that I, or anyone who was an ordinarily resident adult (defined as a person over the age of 18 that lived in a home built with an owner builder authorization), has constructed as an owner builder. (If you

select no, please include a copy of the previous Owner Builder Authorization with this application.)

Yes

No

12. I have made a false or misleading statement in a previous application for an authorization.

Yes

No

13. I have been subject to the following actions under the *New Home Buyer Protection Act*:

Compliance Order

Administrative Penalty

Conviction of an offence

None of the above

14. I have not built a home under an Owner Builder Authorization or been an ordinarily resident adult (a resident over the age of 18) in a home built under an Owner Builder Authorization where the occupancy date of the home occurred within the last three years. (Select "No" if you previously lived in an owner built home where the occupancy date occurred within the last three years.)

Yes

No

15. The criteria for an Owner Builder Authorization is as follows:

- Intend to reside in the new home for at least 10 years (see Question 2);
- Are the registered owner of the property where the home will be built (see Questions 8 and 9);
- Intend to personally engage in, arrange for, or manage all or substantially all of the new home's construction (see Questions 3 and 4);
- The land title is Fee Simple or is registered in Joint Tenancy (see Questions 8 and 9);
- Not have contravened the *New Home Buyer Protection Act* (see Question 13);
- Not have received an Owner Builder Authorization where the occupancy date for the home occurred within the last three years (see Question 14); and
- Not have resided in a new home for which another individual was issued an authorization where the occupancy date for the home occurred within the last three years (see Question 14).

Based upon the above, my application for Owner Builder Authorization does not meet all of the prescribed criteria. I have attached a statement to the Registrar explaining why my authorization application should still be considered.

Yes

No

By signing this document, I confirm that I have answered the above questions to the best of my knowledge and have answered all the questions truthfully.

I understand and agree that I will comply with the *New Home Buyer Protection Act and the New Home Buyer Protection Regulations*. I will notify the New Home Buyer Protection Office of any changes pertaining to this Application.

Applicant Signature

Date

Statutory Declaration

CANADA)
 Province of Alberta) IN THE MATTER OF:
) Application for an Owner Builder Authorization
 To Wit:)
)

I, _____
 (Full Name)

with application number _____
 (Application Identification Number)

of _____
 (Municipality)

in the Province of Alberta

DO SOLEMNLY DECLARE THAT:

1. I am applying for an authorization to build a 'new home' meaning a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for single-family, residential occupancy (i.e., a single-family home);
2. I understand the owner builder authorization requires an application process that is subject to approval or denial by the Registrar of the *New Home Buyer Protection Act*. I further understand that if approved, the Registrar may suspend or cancel an authorization;
3. I meet all the criteria for an owner builder authorization required under section 8.1 of the *New Home Buyer Protection (General) Regulation*, including:
 - a. I personally hold title on the property in my individual name as the sole owner, as joint tenant, or as a tenant in common with at least a one half interest;
 - b. I have never, or at least three years have passed since I,
 - i. began occupancy of a new home for which I was issued a previous owner builder authorization, or
 - ii. was ordinarily resident (a resident over the age of 18) in a new home for which another individual was issued an owner builder authorization;
 - c. I have not contravened the *New Home Buyer Protection Act* in the past;

If I do not meet all of the criteria listed in section 8.1, I am attaching a written explanation to this statutory declaration stating

- d. What criteria I do not meet; and

e. Why this application should still be considered despite those criteria,

as per section 8.2(3) of the *New Home Buyer Protection (General) Regulation*;

4. I intend to personally engage in, arrange for, or manage all or substantially all of the construction of the new home for which I am making this owner builder authorization application. This means that I will be controlling, supervising, or leading the construction of the new home and will provide oversight of the building site, procurement of materials and the hiring, direction, scheduling and payment of tradespersons and other labourers;
5. I intend to personally occupy the new home as my primary residence for at least 10 years;
6. I understand the terms under the *New Home Buyer Protection Act* applicable to owner builder authorizations, in particular, my potential obligations under section 4 of the *New Home Buyer Protection Act*;
7. I will update the New Home Buyer Protection System to include information required under section 8.2(4) of the *New Home Buyer Protection (General) Regulation*;
8. If I construct the new home without warranty and if I eventually need or want to sell or offer to sell the new home before the end of the ten-year protection period under section 3(2) of the *New Home Buyer Protection Act*, I will obtain warranty coverage on the new home, or an exemption from the Registrar;
9. I acknowledge that if I construct the new home without warranty and then later want to obtain warranty, warranty providers have discretion respecting owner built homes
 - i. not to provide coverage under a home warranty insurance contract,
 - ii. to determine the cost of coverage under a home warranty insurance contract based on a risk assessment performed by a warranty provider, and
 - iii. to request detailed information about the new home and the construction process from the owner builder.

Important Considerations

Every owner builder must understand the following risks involved in undertaking the construction of a new home as an owner builder:

- I, an owner builder authorization applicant, understand that if I build a new home without warranty,
 - I may not be able to obtain warranty coverage,
 - I may not be able to get an authorization to sell the new home without warranty coverage,and as such, I may not be able to sell my new home within the ten-year protection period;
- I understand that if I build the new home without warranty, I do not benefit from any of the consumer protections in the *New Home Buyer Protection Act*. Further, the owner builder authorization makes me responsible for resolving any issues that may exist in the new home;
- I understand that even if I build the new home with warranty, I will be responsible for any defects in the new home for the duration of the 10-year protection period, even if the home is sold to a subsequent purchaser;
- I understand that some financial lending institutions may require a home warranty insurance contract to obtain financing; and
- I understand that there are no refunds for the application fee of \$750.00, even if the authorization is subject to conditions, suspended or cancelled.

10. I have read and understand the important considerations noted above.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the _____)
of _____ in the Province)
of Alberta this _____ day of _____)
A.D. 20____.)
)

Applicant

A Commissioner for Oaths/Notary Public
in and for the Province of Alberta

(Print or stamp name here)

(Expiry date)

The Collection of personal information is necessary to support the Residential Protection Program. The collection is authorized under section 33(C) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be managed in accordance with the privacy provisions in the Act. If you have any questions regarding the collection of your personal information, please send your inquiry to the Residential Protection Program, Commerce Place, 16th Floor, 10155 - 102 Street, Edmonton, AB, T5J 4L4, or phone 1-866-421-6929.

References

NOTE: To obtain a complete version of the *New Home Buyer Protection (General) Regulation* and the *New Home Buyer Protection Act*, please visit <http://www.qp.alberta.ca/index.cfm>.

NEW HOME BUYER PROTECTION (GENERAL) REGULATION

Criteria to be met

8.1 For the purposes of section 5(b) of the statute, the prescribed criteria that an individual must meet to obtain an authorization are as follows:

- a. that the individual must intend to personally reside in the new home as the applicant's primary residence for at least 10 years;
- b. that the individual must be registered under the *Land Titles Act*
 - i. as the sole owner,
 - ii. as a joint tenant, or
 - iii. as a tenant in common with at least a one half interest of an estate in fee simple in the land upon which the new home is to be constructed;
- c. in the case of a joint tenant referred to in clause (b)(ii) or a tenant in common referred to in clause (b)(iii), that all other registered owners must all be individuals;
- d. that the individual must intend to personally engage in, arrange for or manage all or substantially all of the construction of the new home;
- e. that the individual has not made a false or misleading statement in a previous application for an authorization;
- f. that the individual has not contravened the Act;
- g. that the individual has not been issued an authorization for at least 3 years since the date of the individual's first occupancy of a new home for which the individual was issued the most recent previous authorization;
- h. that the individual has not been ordinarily resident in a new home for which another individual was issued an authorization in the previous 3 years.

Owner Builder Authorizations

8.2(2) The applicant must also provide a statutory declaration in a form and manner acceptable to the Registrar and signed by the applicant acknowledging or confirming that

- a. the applicant meets the criteria listed in section 8.1,
- b. the applicant intends to personally engage in, arrange for or manage all of the new construction of the new home,
- c. the applicant intends to personally occupy the new home as the applicant's primary residence for at least 10 years,
- d. the applicant understands the conditions under the Act applicable to authorizations and, in particular, the applicant's potential obligations under section 4 of the statute,
- e. the applicant is required to and will update the registry under the Act to include information required under subsection (4),
- f. the applicant is required to obtain warranty coverage on the new home, or obtain an exemption from the Registrar from that requirement, if the applicant wishes to sell or offer to sell the new home before the end of the protection period, and
- g. warranty providers have the discretion respecting owner built homes
 - i. not to provide coverage under a home warranty insurance contract,
 - ii. to determine the cost of coverage under a home warranty insurance contract based on a risk assessment performed by a warranty provider, and
 - iii. to request detailed information about the new home and the construction process from the owner builder.

8.2(4) An applicant for an authorization must undertake to provide information, including but not limited to the following, in a form and manner acceptable to the Registrar at the time the information becomes available:

- a. the names of and contact information for all the subcontractors who were involved in building the new home, if different from those who were listed on the statement provided under subsection (1)(f);
- b. the date when the applicant first occupies the new home.

NEW HOME BUYER PROTECTION ACT

Home warranty requirements

3(2) Subject to subsection (5), a person shall not sell or offer to sell a new home while the new home is being constructed or during the protection period unless

- a. the new home has the required home warranty coverage for the protection period or the balance of the protection period, as the case may be, and
- b. the person provides the prospective owner of the new home with a disclosure notice in respect of the home warranty coverage described in clause (a) in a form satisfactory to the Registrar.

Statutory protection

4(1) This section applies only to a new home that does not have home warranty coverage as required by this Act.

(2) Subject to subsection (2.1), a residential builder or an owner builder of a new home is deemed to have agreed with the prospective owner of the new home and subsequent owners of that home, to the extent of labour, materials and design supplied, used or arranged by the residential builder or owner builder, that, except to the extent prescribed, the new home, as it exists at the date the protection period begins,

- a. is free from defects in materials and labour and will remain so for a period of at least one year from the date the protection period begins,
- b. is free from defects in materials and labour related to delivery and distribution systems and will remain so for a period of at least 2 years from the date the protection period begins,
- c. is free from defects in the building envelope and will remain so for a period of at least 5 years from the date the protection period begins, and
- d. is free from structural defects and will remain so for a period of at least 10 years from the date the protection period begins.

(2.1) In subsection (2), with respect to the common property or common facilities in a building or a phase of development, "the date the protection period begins" means the date that is 180 days after the transfer of title described in section 1.1(2)(a).

(3) Any term of an agreement that purports to waive, exclude, limit or qualify the protection under subsection (2) is of no effect.

(4) The protection under subsection (2) applies for the benefit of the person who owns the new home at any time during the periods specified in subsection (2).

(5) The person who owns the new home when there is a breach of the protection under subsection (2) is deemed

- a. to have given good consideration for the benefit of the protection, and
- b. to be the only person entitled to recover damages for a breach of the protection.

(6) Despite subsection (5), if the ownership of the new home changes during the course of an action for a breach of the protection under subsection (2), the new owner is entitled to be substituted as plaintiff and to enforce all rights that the former owner could have enforced.

(7) Nothing in this section

- a. excludes, qualifies or limits any other term, express or implied, or
- b. relieves any person of liability to which the person would otherwise be subject.

Authorizations for owner builders

5(1) Subject to section 6, the Registrar may, on application, issue an authorization, subject to any terms and conditions the Registrar considers appropriate, to an owner builder if the owner builder

- a. registers the new home with the Registrar,
- b. meets the prescribed criteria, and
- c. pays the required fees, if any.

(2) The Registrar may issue an authorization under subsection (1) to a person who does not meet the criteria referred to in subsection (1)(b) if the Registrar is satisfied that special circumstances justify doing so.

Refusal, suspension or cancellation of authorization

6 The Registrar may refuse to issue an authorization to an owner builder or may at any time suspend or cancel, as the Registrar considers appropriate, an owner builder's authorization

- a. if the owner builder does not meet the prescribed criteria referred to in section 5(1)(b) or does not pay the required fees, if any, under section 5(1)(c),
- b. if the owner builder has made a false statement about a material matter in the application for an authorization or refuses to provide information about a material matter when requested to do so by the
- c. if the owner builder is convicted of an offence under this Act,
- d. if the owner builder has breached a condition of the authorization or a restriction on the authorization,
- e. if the Registrar considers that the application for the authorization is not or was not made in good faith,
- f. if the owner builder has failed to comply with a compliance order,
- g. if the owner builder has failed to pay an administrative penalty, or
- h. if the authorization was issued in error.

