

# Solar Homes Program Agreement between Landlord and Tenant (no payment)

## Solar Homes Program Agreement Between Landlord and Tenant

Date .....

### PARTIES

Insert name of <b>landlord</b>	of	insert address
.....		.....
		.....
Email:		Attention:
.....		.....
<b>(Landlord)</b>		

Insert name of <b>Tenant 1</b>	
.....	
of <i>(insert address)</i>	
.....	
Email:	Attention:
.....	.....
Insert name of <b>Tenant 2</b> <i>(if applicable)</i>	Email:
.....	.....
Insert name of <b>Tenant 3</b> <i>(if applicable)</i>	Email:
.....	.....
Insert name of <b>Tenant 4</b> <i>(if applicable)</i>	Email:
.....	.....
<b>(Tenant/s)</b>	

## 1 Background

- (a) Under the Solar Homes Program, the Tenant(s) have requested that the Landlord apply for a rebate to partially fund the installation of the Solar System at the Property.
- (b) As part of the Solar Homes Program, Tenants are required to provide confirmation of their income and electricity costs to determine eligibility.
- (c) This document sets out:
  - (i) how the Tenant will provide the information required for the Landlord to participate in the Solar Homes Program; and
  - (ii) arrangements related to the installation and maintenance of the Solar System at the Property.

The parties agree

## 2 Definitions

**Act** means the *Residential Tenancies Act 1997 (Vic)*.

**DELWP** means the Victorian Department of Environment, Land, Water and Planning.

**Property** means .....

**Residential Tenancy Agreement** means the Residential Tenancy Agreement between the Tenant and the Landlord pursuant to which the Tenant rents the Property from the Landlord for the Term attached at Annexure B.

**Solar Homes Program** means the Solar Homes Program managed by DELWP on behalf of the State of Victoria that offers a combination of rebates and loans to eligible households to install solar systems which commenced on 1 July 2019.

**Solar System** means the solar photovoltaic system and ancillary equipment that is to be installed at the Property.

**Statutory Declaration** means the statutory declaration to be given by the Tenant(s) in the form set out in Annexure A.

**Tenant** means the party or parties name above as a party to the agreement singly and together.

## 3 Solar Homes Program Eligibility

- (a) On signing this agreement, the Tenant must provide to the Landlord a signed original of the Statutory Declaration.
- (b) The Tenant consents to the Landlord providing a copy of the Residential Tenancy Agreement to DELWP as part of the application process to participate in the Solar Homes Program.

## 4 Access to the Property

- (a) In recognition that the Tenant has requested the Landlord to install the Solar System at the Premises, the Tenant acknowledges that the Tenant will be required to give consent in accordance with section 85 of the Act (Entry of rented premises) to the Landlord (or a person authorised by the Landlord) accessing the Property for the purposes of installing or maintaining the Solar System.
- (b) The Tenant acknowledges that access by DELWP or its contractors to the Property to carry out inspections or audits of the Solar System will, for the purposes of this clause be deemed to be access by a person authorised by the Landlord.
- (c) The Tenant acknowledges that the Tenant has requested the Landlord to install the Solar System at the Premises and that access to the Premises in accordance with this agreement and the Act will be required for that purpose.

## 5 Solar System

- (a) The parties acknowledge and agree that the Landlord retains full title to the Solar System and, in accordance with section 68 of the Act (Landlord's duty to maintain premises), must maintain the Solar System in good repair.
- (b) Unless section 72 of the Act applies, the Tenant must not, and must not allow any other person or entity to, tamper with, modify, interfere with, or repair, or attempt to repair, the Solar System.
- (c) The Landlord will notify the Tenant in writing when the Solar System has been installed and commissioned.

## 6 Electricity generated by the Solar System

- (a) Risk and title to the electricity generated by the Solar System will pass to the Tenant at the time of creation. The Landlord may not charge the Tenant for this electricity.
- (b) The Tenant may retain any amount the Tenant receives from its retailer of electricity for electricity generated by the Solar System which is not consumed at the Property and which flows to the local distribution system. The Landlord may not require the Tenant to pay any of this amount to the Landlord.
- (c) The Landlord will not be liable for any loss, costs or expenses incurred by the Tenant as a result of the Solar System failing to supply electricity in any circumstances, including any losses, costs or expenses incurred by the Tenant resulting from the Tenant purchasing or supplying electricity from or to the Retailer.

## 7 Collection of electricity data

- (a) The Tenant consents to DELWP (or any other Victorian Government entity which administers the Solar Homes Program) collecting information (including on an on-line basis) regarding past and future electricity use at the Property including from the Tenant's electricity retailer, the electricity distributor to which the Property is connected and the Australian Energy Market Operator. The Tenant agrees to give any consents or provide any information required by the electricity retailer or distributor which are required for DELWP (or other relevant Victorian government entity) to receive this information (including the information required as set out in clause 7(b)).
- (b) Without limiting clause 7(a):
  - (i) for the 12-month period prior to the date of this agreement, and
  - (ii) for a period of four calendar years from the date of this agreement, the Tenant must provide, or consents to DELWP (or any other Victorian Government entity which administers the Solar Homes Program) collecting, details of the Tenant's electricity consumption and the rates and charges billed by the Tenant's electricity retailer which can be evidenced by:
    - (A) electricity bills from the Tenant's electricity retailer;
    - (B) household electricity metering data;
    - (C) data from a solar photovoltaic inverter; or
    - (D) data from solar photovoltaic monitoring software,provided the relevant documentation details the consumption, rates and charges paid by the Tenant for electricity usage at the Property (as evidenced by electricity bills, metering data or information from monitoring software) for the relevant period provided that or if the Tenant leaves the property prior to the end of the four year period, the Tenant consents to collection of their usage information in relation to the period of their tenancy even if this collection occurs after the end of the tenancy.
- (c) The Tenant acknowledges that it is and during the term of this agreement must remain, the party to the electricity retail agreement in relation to the Property.

## 8 Use of Information

The Tenant and the Landlord acknowledge that personal information DELWP collects, including this agreement, the Statutory Declaration and the data referred to in clause 7, is handled in accordance with the *Privacy and Data Protection Act 2014* for the purposes of administering the Solar Homes Program and assessing the Landlord's eligibility to participate in that program. DELWP will also use the information, in a de-identified way, to evaluate the effectiveness of the Program and also for the purpose of public policy research into energy affordability and related matters. DELWP's Privacy Policy describes the way personal information will be handled by DELWP and is available at DELWP's website [www.delwp.vic.gov.au](http://www.delwp.vic.gov.au).

**EXECUTED as an agreement.**

## Signing page

**SIGNED** by **the Landlord** in the presence of:

.....  
Signature of witness

.....  
Signature of **Landlord**

.....  
Name of witness (*please print*)

**SIGNED** by **the Tenant(s)** in the presence of:

.....  
Signature of witness

.....  
Signature of **Tenant 1**

.....  
Name of witness (*please print*)

.....  
Signature of witness

.....  
Signature of **Tenant 2** (*if applicable*)

.....  
Name of witness (*please print*)

.....  
Signature of witness

.....  
Signature of **Tenant 3** (*if applicable*)

.....  
Name of witness (*please print*)

.....  
Signature of witness

.....  
Signature of **Tenant 4** (*if applicable*)

.....  
Name of witness (*please print*)

## Annexure A Statutory Declaration

### Instructions for completing a statutory declaration

Please complete the following form using the notes in the left-hand margin for guidance. More guidance on making statutory declarations can be found at [www.justice.vic.gov.au](http://www.justice.vic.gov.au).

When making the statutory declaration the declarant must say aloud:

I, [full name of person making declaration] of [address], declare that the contents of this statutory declaration are true and correct.

### Statutory Declaration

<p><i>Insert the <b>name, address and occupation</b> (or alternatively, unemployed or retired or child) of person making the statutory declaration.</i></p>	<p>I, .....</p> <p>of .....</p> <p>and .....</p> <p>make the following statutory declaration under the Oaths and Affirmations Act 2018:</p>
<p><i>Set out matter declared to in numbered paragraphs. Add numbers as necessary.</i></p>	<p>1. As at the date of this declaration:</p> <p>(a) I am a party to the Residential Tenancy Agreement at</p> <p>.....</p> <p>(the <b>Property</b>) and confirm that my taxable income is not more than \$180,000 per annum;</p> <p>(b) if I am not the sole tenant named on the Residential Tenancy Agreement, I have made reasonable enquiries with all the other tenants and I am satisfied that the combined taxable income for all tenants named on the Residential Tenancy Agreement at the Property is not more than \$180,000 per annum;</p>
<p><i><b>Signature</b> of person making the declaration</i></p>	<p><b>I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.</b></p>
<p><i><b>Place</b> (City, town or suburb)</i></p>	<p>Declared at .....</p> <p style="text-align: right;">*in the state of Victoria</p>
<p><i><b>Date</b></i></p>	<p>on .....</p>
<p><i><b>Signature</b> of authorised statutory declaration witness</i></p>	<p><b>I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:</b></p>
<p><i><b>Date</b></i></p>	<p>on .....</p>

<p><i>Name, capacity in which authorised person has authority to witness statutory declaration, and address (writing, typing or stamp)</i></p>	<p>A person authorised under section 30(2) of the <b>Oaths and Affirmations Act 2018</b> to witness the signing of a statutory declaration.</p>
<p><i>The witness must only sign this section if the person making the statutory declaration is illiterate, blind or cognitively impaired and the statutory declaration is read to them.</i></p>	<p><b>I certify that I read this statutory declaration to</b></p> <p>at the time the statutory declaration was made.</p>
<p><i>This section must be signed by any person who has assisted the person making the statutory declaration, for example by translating the document or reading it aloud. If no assistance was required, this section does not need to be completed.</i></p>	<p><b>I certify that I have assisted</b></p> <p>by</p>
<p><i>Date</i></p>	<p>On</p>
<p><i>Name and address of person providing assistance</i></p>	<p>Name and address of person providing assistance:</p>



## **Annexure B Residential Tenancy Agreement**

A copy of the Residential Tenancy Agreement must be attached to this Agreement as Annexure B.