

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

For use when a tenant **does not contribute** to a landlord's Solar Homes loan (if any)

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Summary

- (a) The Landlord and Tenant have agreed to install a solar system on the named property under the Solar Homes: Solar for Renters program.
- (b) The Tenant/s confirms they meet the eligibility criteria under the Solar Homes program.
- (c) The Landlord confirms the property meets the eligibility criteria under the Solar Homes program.

Part A – Key Terms

1. Landlord Insert name of Landlord

.....

2. Landlord's address Insert Landlord's address

.....

3. Tenant 1 Insert name of Tenant 1

.....

4. Tenant 2 (if applicable) Insert name of Tenant 2 (if applicable)

.....

5. Tenant 3 (if applicable) Insert name of Tenant 3 (if applicable)

.....

6. Tenant 4 (if applicable) Insert name of Tenant 4 (if applicable)

.....

7. Property Insert address of property referred to in the Residential Tenancy Agreement

.....

The parties acknowledge that this agreement is between the Landlord and Tenant(s) only. DELWP is not a party to the agreement and only receives a copy of this agreement as part of its assessment of the initial eligibility of the parties to participate in the Solar Homes Program. DELWP cannot administer or enforce this agreement.

Initials of the parties:

Landlord	Tenant 1	Tenant 2	Tenant 3	Tenant 4
.....

By ticking the box below the Landlord/s confirm that the property listed above (Key Terms) is valued at under \$3 million, and the property has not already benefited from a Solar Homes rebate as per the Solar Victoria eligibility criteria, detailed in Annexure A of this document and therefore are eligible to participate in the Solar Homes: Solar for Renters program:

The Landlord/s residing at the property named in this document confirm that they are eligible.

By ticking the box below the Tenant/s confirm that they receive a combined household taxable income of less than \$180,000 per annum (based on any of the last two year’s taxable income) as per the Solar Victoria eligibility criteria, detailed in Annexure A of this document and therefore are eligible to participate in the Solar Homes: Solar for Renters program:

The Tenant/s residing at the property named in this document confirm that they are eligible.

Part B - Contact Details

Landlord’s email address Insert email address of Landlord

.....

Tenant 1 email address Insert email address of Tenant 1

.....

Tenant 2 email address Insert email address of Tenant 2 *(if applicable)*

(if applicable)

.....

Tenant 3 email address Insert email address of Tenant 3 *(if applicable)*

(if applicable)

.....

Tenant 4 email address Insert email address of Tenant 4 *(if applicable)*

(if applicable)

.....

Part B - General Terms

1 Background

- (a) Under the Solar Homes Program, the Landlord has approached the Tenant to install a Solar System on the property, or the Tenant has 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, the Tenant is required to have an account with an electricity retailer (in the name of at least one Tenant named on the lease) and is required to confirm their 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.

2 Definitions

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

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

Property means the property set out in the Key Terms

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.

Tenant means the party or parties set out in the Key Terms singly and together.

3 Solar Homes Program Eligibility

- (a) On signing this agreement, the Tenant must confirm their eligibility. Where there are multiple individuals comprising the Tenant, eligibility is confirmed as a collective.
- (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. The Tenant further acknowledges that a current Residential Tenancy Agreement is a requirement for program eligibility.

4 Access to the Property

- (a) In recognition that the Tenant has requested the Landlord to install, or has consented to the Landlord installing, the Solar System at the Property, 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 and/or consented to the Landlord installing the Solar System at the Property and that access to the Property 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 (relating to urgent repairs), 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 is operating.

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 financial 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 to 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 9(b)).
- (b) Without limiting clause 9(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,providing the relevant documentation details about 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. 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 at least one Tenant named on the Residential Tenancy Agreement is, and during the term of this agreement must remain, the party to the electricity retail agreement in relation to the Property and is responsible for payment of that account. Where the Landlord is named on or pays the account, the Property will not be able to participate in the Program.

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 9, 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 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.

EXECUTED as an agreement.

Signing page

Date of agreement:

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 – Solar Homes: Solar for Renters eligibility criteria

Eligibility Criteria

Victorian rental property owners are eligible to receive a solar rebate under the Program if the:

- tenants receive a combined household taxable income of less than \$180,000 per annum (based on any of the last two year's taxable income)
- property is valued at under \$3 million
- does not already have solar panels (PV) installed
- there has been no prior participation in the Solar Homes program for that address
- a Solar Homes Landlord Rebate Agreement is signed by landlord and all tenant(s)

An applicant can apply only once as an owner-occupier (one of solar PV, batteries or hot water only) and twice per financial year as a landlord (solar PV only).

A landlord and tenant must sign a Solar Homes Landlord-Tenant Agreement in order to participate in the rebate program.

Solar PV systems installed on rental properties prior to 1 July 2019 are not eligible for a rebate.

Annexure B –Residential Tenancy Agreement

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