

Solar Homes Program Optional Agreement between Landlord and Tenant

For use when a tenant **agrees to contribute** to a landlord's Solar Homes loan

Use of this form

This form is for use only when a tenant agrees to contribute to a landlord's Solar Homes loan. If your tenant is not contributing, you need to fill in the *Landlord-Tenant Agreement (no payment)*.

When completing this form

Refer to these instructions to guide you to complete the loan components of this agreement.

- Fill in all required fields, otherwise we may need to contact you for further information.
- Ensure all tenants listed on the Residential Tenancy Agreement have read and signed this form.
- Be sure to attach a copy of your residential tenancy agreement at Annexure B

Loan amount

The maximum loan amount available is \$1,850.

If the cost of your system is in excess of \$3,700 and you meet all the eligibility criteria, it is likely you will be allocated the full \$1,850 rebate and \$1,850 loan.

If in doubt about the amount that you will be allocated, check the quote from your supplier to confirm the rebate and loan amounts.

Loan repayments and tenant co-contribution

The tenant can agree to a co-contribution of up to 50 per cent of the monthly interest-free loan repayment.

The maximum amount that can be contributed by the renter each month is \$19.27.

If the renter agrees to co-contribution, the percentage of their contribution must be agreed upfront in the Landlord-Tenant agreement, must be paid directly to the landlord and should not be altered after the loan has been established.

For an interest-free loan of \$1,850, the percentage of repayments can be agreed at any level indicated in the table below:

Percentage %	Repayment \$ per month	Percentage %	Repayment \$ per month
5%	\$1.92	30%	\$11.52
10%	\$3.84	35%	\$13.45
15%	\$5.76	40%	\$15.40
20%	\$7.68	45%	\$17.31
25%	\$9.60	50%	\$19.27

Tenants who agree to co-contribute do so for the four-year life of the loan or until they vacate the property, whichever is earlier.

Costs relating to the installation of the system cannot be recouped by increasing the rent or taken from a tenant's bond when they vacate the property.

Subsequent tenants will not be party to any repayment agreement.

Contact us

You can find more information on the program at www.solar.vic.gov.au or you can call us on 1300 376 393 (during business hours) if you'd prefer to talk to our Customer Service team.



If you'd like to speak to us in your language you can access free phone translation services by calling the National Translating and Interpreting Service on 131 450.

Solar Homes Program Optional Agreement between Landlord and Tenant

For use only when a tenant agrees to contribute to a landlord's Solar Homes loan

Summary

1. The Landlord has applied for a loan of \$..... (Loan Amount) under the Solar Homes Program.
2. The Tenant has voluntarily agreed to contribute to the Landlord's loan repayments. Under this agreement, the Tenant commits to pay a maximum of \$..... to the Landlord over 48 months, being% of the Loan Amount (Tenant Contribution). The Tenant Contribution cannot exceed 50% of the total Loan Amount.
3. The Tenant will pay the Tenant Contribution to the Landlord through monthly payments of \$..... (Monthly Amount), which is the Tenant Contribution divided equally across 48 months.
4. Payments will commence on the First Payment Date (see below) and will continue for the subsequent 47 months or until the Tenant ceases to be a tenant at the Property, whichever occurs first.
5. Repayments are to be made into to the Bank Account of the Landlord or their agent listed below.

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*

.....

8. Loan Amount The amount specified as the **Loan Amount** in the **Summary**.

.....

9. Tenant Contribution The amount specified as the **Tenant Contribution** in the **Summary**

.....

10. Monthly Amount The amount specified as the **Monthly Amount** in the **Overview**.

.....

11. Loan Commencement Date The date that the Landlord receives notification from Solar Victoria that the loan has commenced.

.....

12. First Payment Date The date that is 30 days after the date the Landlord gives written notice to the Tenant that the loan has commenced.

.....

13. Bank Account Insert bank account details of the Landlord or their agent

BSB **ACCOUNT NUMBER**

.....

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

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

**Tenant 4 email address
(if applicable)** Insert email address of Tenant 4 *(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) Under the Solar Homes Program, the Landlord has received the Loan Amount to partially fund the installation of the Solar System at the Property. Although the Landlord is solely responsible for repaying the Loan Amount to DELWP, the Tenant may agree to make contributions to the Landlord to assist the Landlord's repayment of the Loan Amount.
- (c) 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.

This document sets out:

- (i) how the Tenant will provide the information required for the Landlord to participate in the Solar Homes Program;
- (ii) arrangements related to the installation and maintenance of the Solar System at the Property; and
- (iii) the frequency and size of payments that the Tenant has voluntarily agreed to provide to the Landlord to contribute to the Landlord's repayment of the Loan Amount, which must not exceed 50% of the Loan Amount.

2 Definitions

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

Bank Account means the bank account set out in the Key Terms or as otherwise notified in writing by the Landlord to the Tenant from time to time.

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

First Payment Date means the date set out in the Key Terms.

Loan Amount means the amount set out in the Summary.

Monthly Amount means the amount set out in the Summary.

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.

Tenant Contributions means the amount set out in the Summary..

3 Duration of agreement

- (a) The Tenant and the Landlord acknowledge that this agreement is between them in their capacity as tenant and landlord in relation to the Property.
- (b) The term of this agreement is:
 - (i) 48 months; or
 - (ii) in the case of:
 - (A) the Landlord, when they cease to be the landlord at the Property;
 - (B) a Tenant, when they cease to be a tenant at the Property,whichever occurs first.

4 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.

5 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.

6 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 Payment of costs

- (a) Subject to clause 8(b), with effect from the First Payment Date and for the next 47 calendar months, the Tenant must pay the Landlord each calendar month the Monthly Amount to the nominated Bank Account.
- (b) The Tenant's obligation to make any payments under clause 8(a) will cease if the Tenancy Agreement comes to an end for any reason and the Landlord acknowledges that it will not be able to claim the outstanding Loan Amount on any rental bond provided by the Tenant for any amount payable under this clause.
- (c) The Landlord must not claim any amount from the Tenant in respect of the Loan Amount that is referable to any period after the Tenant vacates the Property.

8 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.

9 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.