

Solar Homes Program Agreement between Rental Provider and Renter **(no payment)**

For use when a **renter does not co-contribute** to a rental provider's Solar Homes loan (if any)

Solar Homes Program Agreement between Rental Provider and Renter (no payment)

This form is for use only when the renter is not co-contributing to a rental provider's Solar Homes loan. If your renter is co-contributing, you need to fill in the Solar Homes Program Agreement between Rental Provider and Renter (co-payment).

Summary

- (a) The Rental Provider and Renter have agreed to install a solar system on the named property under the Solar Homes Program: Solar for Rental Properties.
- (b) The Renter/s confirms they meet the eligibility criteria under the Solar Homes Program.
- (c) The Rental Provider confirms the property meets the eligibility criteria under the Solar Homes Program.

Part A – Key Terms

1. **Rental Provider** Insert name of Rental Provider

.....

2. **Rental Provider's address** Insert Rental Provider's address

.....

3. **Renter 1** Insert name of Renter 1

.....

4. **Renter 2 (if applicable)** Insert name of Renter 2 (if applicable)

.....

5. **Renter 3 (if applicable)** Insert name of Renter 3 (if applicable)

.....

6. **Renter 4 (if applicable)** Insert name of Renter 4 (if applicable)

.....

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

.....

The parties acknowledge that this agreement is between the Rental Provider and Renter(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:

Rental Provider	Renter 1	Renter 2	Renter 3	Renter 4
.....

By ticking the box below the Rental Provider/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 Program: Solar for Rental Properties:

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

By ticking the box below the Renter/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 Program: Solar for Rental Properties:

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

Part B - Contact Details

Rental Provider’s email address	Insert email address of Rental Provider

Renter 1 email address	Insert email address of Renter 1

Renter 2 email address (if applicable)	Insert email address of Renter 2 (if applicable)

Renter 3 email address (if applicable)	Insert email address of Renter 3 (if applicable)

Renter 4 email address (if applicable)	Insert email address of Renter 4 (if applicable)

Part B - General Terms

1 Background

- (a) Under the Solar Homes Program, the Rental Provider has approached the Renter to install a Solar System on the property, or the Renter has requested that the Rental Provider 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 Renter is required to have an account with an electricity retailer (in the name of at least one Renter named on the lease) and is required to confirm their eligibility.
- (c) This document sets out:
 - (i) how the Renter will provide the information required for the Rental Provider 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

Rental provider means the party set out in the Key Terms. A reference to a Rental Provider includes a reference to a Landlord.

Renter means the party or parties set out in the Key Terms singly and together. A reference to a Renter includes a reference to a Tenant.

Residential Rental Agreement means the Residential Rental Agreement between the Renter and the Rental Provider pursuant to which the Renter rents the Property from the Rental Provider for the Term attached at Annexure B. A reference to a Residential Rental Agreement includes a tenancy agreement or tenancy.

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.

3 Solar Homes Program Eligibility

- (a) On signing this agreement, the Renter must confirm their eligibility. Where there are multiple individuals comprising the Renter, eligibility is confirmed as a collective.
- (b) The Renter consents to the Rental Provider providing a copy of the Residential Rental Agreement to DELWP as part of the application process to participate in the Solar Homes Program. The Renter further acknowledges that a current Residential Rental Agreement is a requirement for program eligibility.

4 Access to the Property

- (a) In recognition that the Renter has requested the Rental Provider to install, or has consented to the Rental Provider installing, the Solar System at the Property, the Renter acknowledges that the Renter will be required to give consent in accordance with section 85 of the Act (Entry of rented premises) to the Rental Provider (or a person authorised by the Rental Provider) accessing the Property for the purposes of installing or maintaining the Solar System.
- (b) The Renter 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 Rental Provider.
- (c) The Renter acknowledges that the Renter has requested and/or consented to the Rental Provider 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 Rental Provider retains full title to the Solar System and, in accordance with section 68 of the Act (Rental Provider'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 Renter 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 Rental Provider will notify the Renter 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 Renter at the time of creation. The Rental Provider may not charge the Renter for this electricity.
- (b) The Renter may retain any financial amount the Renter 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 Rental Provider may not require the Renter to pay any of this amount to the Rental Provider.
- (c) The Rental Provider will not be liable for any loss, costs or expenses incurred by the Renter as a result of the Solar System failing to supply electricity in any circumstances, including any losses, costs or expenses incurred by the Renter resulting from the Renter purchasing or supplying electricity from or to the retailer.

7 Collection of electricity data

- (a) The Renter 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 Renter's electricity retailer, the electricity distributor to which the Property is connected, and the Australian Energy Market Operator. The Renter 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 Renter must provide, or consents to DELWP (or any other Victorian Government entity which administers the Solar Homes Program) collecting, details of the Renter's electricity consumption and the rates and charges billed by the Renter's electricity retailer which can be evidenced by:
 - (A) electricity bills from the Renter'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 Renter for electricity usage at the Property (as evidenced by electricity bills, metering data or information from monitoring software) for the relevant period. If the Renter leaves the property prior to the end of the four year period, the Renter consents to collection of their usage information in relation to the period of their Residential Rental Agreement even if this collection occurs after the end of this Agreement.
- (c) The Renter acknowledges that at least one Renter named on the Residential Rental 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 Rental Provider is named on or pays the account, the Property will not be able to participate in the Program.

8 Use of Information

The Renter and the Rental Provider 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 Rental Provider'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 Rental Provider in the presence of:

.....
Signature of witness

.....
Signature of **Rental Provider**

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

SIGNED by the Renter(s) in the presence of:

.....
Signature of witness

.....
Signature of **Renter 1**

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

.....
Signature of witness

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

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

.....
Signature of witness

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

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

.....
Signature of witness

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

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

Annexure A – Solar Homes Program: Solar for Rental Properties eligibility criteria

Eligibility Criteria

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

- renters 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 Program Agreement between Rental Provider and Renter is signed by rental provider and all renter(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 rental provider (solar PV only).

A rental provider and renter must sign a Solar Homes Program Agreement between Rental Provider and Renter 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 Rental Agreement

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