

Solar Homes Program Agreement between Rental Provider and Renter (with co-payment)

For use when a **renter agrees to co-contribute** to a rental provider's Solar Homes loan

Use of this form

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

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 renters listed on the Residential Rental Agreement have read and signed this form.
- Be sure to attach a copy of your Residential Rental Agreement at Annexure B

Loan amount

The maximum loan amount available is \$1,400.

If the cost of your system is in excess of \$2,800 and you meet all the eligibility criteria, it is likely you will be allocated the full \$1,400 rebate and \$1,400 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 renter co-contribution

The renter 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 co-contributed by the renter each month is \$14.58.

If the renter agrees to co-contribution, the percentage of their co-contribution must be agreed upfront in the Agreement between Rental Provider and Renter, must be paid directly to the rental provider and should not be altered after the loan has been established.

For an interest-free loan of \$1,400, the percentage of repayments can be agreed at any level indicated in the table below:

Percentage %	Repayment \$ per month	Percentage %	Repayment \$ per month
5%	\$1.46	30%	\$8.75
10%	\$2.92	35%	\$10.21
15%	\$4.38	40%	\$11.67
20%	\$5.83	45%	\$13.13
25%	\$7.29	50%	\$14.58

Renters 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 renter's bond when they vacate the property.

Subsequent renters 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 Rental Provider and Renter (with co-payment)

For use only when a renter agrees to co-contribute to a rental provider's Solar Homes loan

Summary

1. The Rental Provider has applied for a loan of \$..... (Loan Amount) under the Solar Homes Program.
2. The Renter has voluntarily agreed to contribute to the Rental Provider's loan repayments. Under this agreement, the Renter commits to pay a maximum of \$..... to the Rental Provider over 48 months, being% of the Loan Amount (Renter Contribution). The Renter Contribution cannot exceed 50% of the total Loan Amount.
3. The Renter will pay the Renter Contribution to the Rental Provider through monthly payments of \$..... (Monthly Amount), which is the Renter 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 Renter ceases to be a renter at the Property, whichever occurs first.
5. Repayments are to be made into to the Bank Account of the Rental Provider or their agent listed below.

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*

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

9. Renter Contribution The amount specified as the **Renter 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 Rental Provider receives notification from Solar Victoria that the loan has commenced.

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

13. Bank Account Insert bank account details of the Rental Provider or their agent
BSB **ACCOUNT NUMBER**

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) Under the Solar Homes Program, the Rental Provider has received the Loan Amount to partially fund the installation of the Solar System at the Property. Although the Rental Provider is solely responsible for repaying the Loan Amount to DELWP, the Renter may agree to make co-contributions to the Rental Provider to assist the Rental Provider's repayment of the Loan Amount.
- (c) 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.

This document sets out:

- (i) how the Renter will provide the information required for the Rental Provider 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 Renter has voluntarily agreed to provide to the Rental Provider to co-contribute to the Rental Provider'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 Rental Provider to the Renter 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.

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.

Renter Contributions or Co-contributions means the amount set out in the Summary.

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 Duration of agreement

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

4 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.

5 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.

6 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 Payment of costs

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

8 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 the Residential Rental 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.

9 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 the 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(s) 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.