

West Virginia Office of Energy Home Energy Rebates Program

Multifamily Memorandum

Date	
Landlord Name	
Tenant Name	
Property Address	

As a participating property owner in the State of West Virginia's Home Energy Rebates Program, you acknowledge and agree to the following terms as a condition of receiving energy efficiency upgrades funded in whole or in part through federal or state resources.

1. Rent Stability Commitment

I (landlord) hereby certify that I will not increase the rent for any current tenant residing in the upgraded unit(s) for a period of two (2) years from the date of completed installation of energy efficiency improvements, as a result of or in direct relation to these upgrades. This provision is intended to protect tenants from displacement or increased housing costs due to improvements made under the Home Energy Rebates Program. The two (2) year period will commence upon the Regional Implementer approving the energy improvements completion. A letter will be constructed by the Regional Implementer to the property owner and tenant illustrating the start and end date of the two (2) year period.

2. Retention of Liability

I (landlord) understand and agree that as the property owner, I retain all legal and financial liability associated with the unit(s), the structure, and any upgrades made, including but not limited to maintenance, performance of installed measures, and future repairs. The State of West Virginia and its contractors, agents, or affiliates involved in administering or implementing the Home Energy Rebates Program shall bear no liability arising from the installation, functionality, or outcome of energy efficiency improvements.

3. Tenant Protection

I (tenant) further acknowledge that failure to adhere to the above rent stability commitment may result in the requirement to return rebate funds, removal from future participation in state energy programs, and/or other remedies as permitted under program guidelines or applicable law.



4. Landlord Protection

This agreement does not absolve any potential damage by the tenant to the landlord's property. The landlord can inspect their property at any time and report to the Regional Implementer about damage caused by the tenant. Also, any legal proceedings can be brought from the landlord against the tenant for property damage or loss of rent/deposit to the appropriate court of law. Landlord will also report to the Regional Implementer about tenant's action as it may affect's the tenant's agreement and future assistance from the West Virginia Energy Office. Damage may be construed as any structural, infrastructure, appliance or fixture that has been altered, damaged or removed. Any damage/modification that could cause safety/health concerns or decrease the value of the landlord's property will initiate legal proceedings. Any modification to the landowner's housing without their consent is subject to legal proceedings and loss of West Virginia Energy Office assistance.

The landlord must adhere to this agreement or will be subject to legal action and loss of assistance from the West Virginia Energy Office.

By signing below, I affirm that I have read, understood, and agree to abide by the terms and conditions outlined in this letter. I also acknowledge that these terms may be subject to verification or audit by the West Virginia Office of Energy or its designated representatives.

5. Signatures

Landlord

Date

Tenant

Date