



April 10, 2026

Texas Elder Justice Coalition

c/o Guardianship Services

P.O. Box 11481

Fort Worth, TX 76110

Re: Public Comment on Chapter 71: Residential Solar Retailers and Salespersons Rule Proposal

Dear Members of the Rulemaking Body,

On behalf of the Texas Elder Justice Coalition (TEJC), we appreciate the opportunity to provide comments regarding the rulemaking to implement **Senate Bill 1036 (89th Regular Session)** published in the March 13, 2026 Texas Register.

TEJC is a statewide, multidisciplinary network dedicated to preventing financial exploitation of older Texans. We strongly support efforts to increase oversight and accountability within the residential solar sales industry, particularly as it relates to protecting vulnerable populations.

Through our work with clients, we have identified consistent patterns of harm affecting older adults, individuals with disabilities, and non-English-speaking Texans. Too often, people are either sold a lie or outright defrauded.

These cases frequently involve misleading representations that solar systems are “free,” will eliminate electricity bills, or will generate significant financial returns. In reality, consumers are often left with long-term debt, misunderstood loan obligations, and in some cases, liens leading to foreclosure or loss of equity from their homes.

We have also heard multiple client stories that illustrate a pattern of fraud in the market. People shared stories of signing a document, thinking they were allowing a credit check for a possible loan and ending up with solar panels and an executed contract for a multi-decade loan for tens of thousands of dollars. For older individuals, including those who are Spanish speaking, we have heard of salespeople creating email addresses on their behalf to forge electronically signed contracts. People don’t understand what is happening until it is too late and they end up with a lien on their home, high payments for solar panels, and none of the promised benefits.

Appendix A of this letter includes two recent media stories from the *Dallas Morning News*, profiling the work of the Texas Elder Justice Coalition and some of our members. It also includes details of individual experiences, mostly from older and disabled Texans, that offer important context and grounding for our comments.

While SB 1036 and the proposed rules represent important progress, we respectfully recommend strengthening the framework in the following areas:

1. Enhanced Disclosure and Transparency

While the proposed rules include provisions for pre-transaction educational information and a pricing disclosure, we believe those requirements can be enhanced by ensuring that the materials are simple, easy to read, and provided in the language in which the salesperson communicated with the customer. The materials should be:

- At a 5th grade reading level
- Drafted in an easy-to-read font type and size to make them accessible to older adults who may struggle to read small type and dense documents.
- Provided in both English and the language that the salesperson speaks with the customer if it is not English, without requiring a specific customer request; and
- Provided both by paper and electronically, to try to mitigate the problem of salespeople creating fraudulent email addresses or forging signatures on documents on people's behalf without their knowledge.

While the specifics of the required materials are not included in the rules, we hope that our suggestions will help to shape them. The suggestions include requiring both electronic and printed disclosures. Providing printed disclosures is important to mitigate the fraudulent creation of electronic accounts. Also providing an electronic version is important, because, if the email account is legitimate, it creates a backup version of the documents in case the printed ones are misplaced.

Also, instead of putting the onus on the customer to request another language, as the person may not know they have that option, we recommend requiring documents in both English and the language that the salesperson communicated with the customer if it is not English. It is important to have the documents in both English and the language the salesperson used to communicate, as it could help trusted supporters of the customer if they seek counsel regarding the proposal. We recommend changing specific provisions in the proposed rules as follows:

1. Amend §71.40 (a)(1), Requirements of Solar Contract—General to say:

(a) A solar contract must:

(1) be written in English and the language that salesperson used to communicate with the customer, unless another language is requested by the consumer;

2. Amend §71.41, Requirements of Contract—Disclosures, to say:

(a) Before a consumer may sign a solar contract, a solar salesperson must provide the consumer with the department's approved disclosure form, which must contain all required information. The solar salesperson must provide the form in **both English and the language that the salesperson used to communicate with the customer** ~~the consumer's preferred language~~ if the department has an approved form written in that language.

And

(e) A solar salesperson must provide **both an electronic and** a printed copy of the completed disclosure form to any consumer who is 65 years of age or older at the time of the transaction or **with whom the salesperson communicated in a language other than English** ~~who indicates that they are not fluent in the English language~~. In all other instances, a solar salesperson may provide a consumer with an electronic copy of the disclosure form to the extent permitted for electronic delivery of a solar contract under §71.40.

3. Amend §71.42 (b). Requirements of Contract--Right to Cancel to say:

(b) A solar contract must contain, **on the first page of the contract**, in bold, capitalized letters in 14-point font or larger, a plain statement of:

This additional language is important to ensure that the customer sees the information about the right to cancel. Otherwise, it could be concealed in a long contract and difficult to find.

2. Protections Against High-Pressure Sales Tactics

Similar to real estate transactions, we urge you to implement safeguards, such as a required 72-hour period between receipt of loan disclosure documents and signing of the contract, recorded consent, and confirmation of understanding prior to contract execution.

We appreciate the provisions in the rule that currently require a 24-hour waiting period between providing educational materials and signing a contract in §71.43. However, we believe more time should be built into the transactions, to ensure people have time and space to understand both the educational materials and the disclosure before they sign a contract.

We recommend providing for a 72-hour period between receipt of the disclosure and signing the contract. These time periods do not significantly delay the transaction, but give the customer, and particularly older, disabled, and non-English-speaking customers, time to process the information and consult with a trusted person. To that end, we recommend the following changes to the rule:

1. Amend §71.43(b). Educational Materials:

(b) A solar salesperson must provide a consumer with a copy of the department's approved educational brochure at least 24 hours before the consumer may **receive and sign the disclosure required in §71.41, and an additional 72 hours after a consumer receives to disclosure before a consumer may sign** a solar contract.

2. Amend §71.41, by adding (f):

(f) A solar salesperson must provide the consumer with the required disclosure at least 72 hours before a consumer may sign a solar contract.

3. Accountability Across All Parties

It is essential to establish shared responsibility among sales representatives, installers, and lenders to prevent gaps in oversight and ensure consumer protection throughout the transaction lifecycle. There are many strong provisions in the existing proposal including §71.40 (a)(9)(B), which ensures people are made whole if a transaction is ordered cancelled by the Department, requirements for solar salespeople to be trained and associated with a specific solar retailer, and obligations on the part of the solar retailer or installer to obtain necessary permits and approvals by the electric utility under §71.40 (a)(7). We believe additional provisions are necessary to ensure appropriate accountability:

1. Ensure accountability for electrical contractors. While the exemption from additional licensing in the rule for electrical contractors is grounded in the law, we are concerned that it could hinder accountability of salespeople associated with electrical contractors acting as solar retailers. We would like to ensure that the provisions regarding electrical contractors do not create a loophole around the important accountability measures in the law and the implementing rules.

We recommend minimum, electrical contractors must be held clearly liable for the actions of associated salespeople. This provision could be accomplished by amending §71.32 (b) to establish liability of the electrical contractor for any violations by an employee. It is also important to ensure that customers and potential customers have appropriate contact information for the salespeople associated with a licensed electrical contractor who is acting as a solar retailer.

2. Require solar retailers to update associated solar salespeople. The current proposal requires the solar retailer to submit a list of associated salespeople who are known when applying for a license but does not establish any requirement for the retailer to update that list. Since so many of the abuses documented by our members originate with the solar salespeople, we recommend adding updates of the list of associated solar salespeople to the update requirements of the solar retailer under §71.25.

3. Require removal of solar panels and repair the home if the transaction is canceled. Roof damage and other damage to the home associated with solar panels that are removed is a major issue experienced by individuals who cancel or otherwise terminate solar contracts. The rules should require, both in the event of cancellation during the 5-day cooling off period or if the Department cancels the contract due to violations of the law, that the solar retailer cover the costs of removing any solar panels that were installed and repairing any related damage to the home, including the roof.

4. Consumer Capacity and Affordability Review

Require evaluation of a consumer's ability to benefit from and sustain long-term financing agreements, particularly for older adults entering 20+ year contracts. The purchaser must see clearly the date of the last payment and the total cost of financing the solar system by combining all costs, fees and interest.

In addition to the recommendations in this letter that address clear and simple disclosures and appropriate waiting periods, we recommend that, for people on a fixed income, or whose primary income is social security or social security disability benefits, there should be an affordability assessment. This assessment should not include any of the possible incentives or savings to ensure the transactions are affordable to the purchaser. This added protection is important, because so many times the promised incentives and savings do not pan out, leaving people holding the bag for payments for the solar panels on top of their regular utility payments.

5. Post-Installation Oversight and Warranty Requirements

It is important to mandate certification of system functionality, minimum workmanship warranties, and follow-up with consumers to ensure systems are operational and turned on. Many provisions in the rule proposal create additional accountability on the part of the solar retailer to ensure the systems are legally compliant and functional. We also appreciate the provisions that ensure that warranties remain in effect if the solar retailer ceases operations. In addition to existing protections in the proposal, it would be beneficial to include a provision regarding financial responsibility of the solar retailer to provide a solar panel system that has necessary permits, is optimally functional, and is interconnected with the customer's electric utility.

Many clients of our members found themselves making loan payments on systems that were not functional or appropriately permitted, had not passed necessary inspections, or had not been interconnected with their electrical utility. If possible, it would be beneficial to enable a holdback of funds or a requirement that loan or lease payments cannot be due until the system is appropriately permitted, has passed inspections, is interconnected with the utility, and is fully operational.

6. Consideration of Pre-Transaction Counseling

We encourage consideration of a model similar to reverse mortgage counseling to ensure informed decision-making prior to contract execution. The rule could require, at least for individuals over the age of 65, a consultation with a US Department of Housing and Urban Development (HUD)-certified housing counselor, who could ensure that customers understand the financial implications of the solar contract.

Clients of our coalition members are working with people in their 70's and 80's who are now on the hook for 20-year contracts that will likely outlive them. We also have clients wanting to sell their home that they worked a lifetime to own free and clear to pay for long-term care. Many are finding that they cannot sell due to liens placed on the home from a solar panel transaction that never benefited them and would use most of the home value to repay.

These recommendations are supported by the undersigned TEJC members and grounded in real-world experiences and reflect systemic gaps that allow deceptive practices to persist. Strengthening these protections will not only prevent individual harm but also improve market integrity and consumer trust.

TEJC stands ready to collaborate with state agencies, policymakers, and industry partners to support implementation, education, and ongoing evaluation of these protections.

Thank you for your leadership and commitment to safeguarding Texans.

Sincerely,

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[NEWS//WATCHDOG](#)

Rooftop solar in Texas faces reckoning over sales tactics

The Watchdog: Rooftop solar's promise collides with fraud, forcing Texas to confront abuses.

By [Dave Lieber](#), Staff Writer April 2, 2026

In my previous Watchdog column, I documented how unscrupulous solar sales operators exploited some of Texas's most vulnerable residents.

Their victims included a blind woman, a double amputee, a terminally ill hospice patient, and an illiterate homeowner.

The tactics were as troubling as the targets: forged signatures, deceptive contracts, and promises that were never intended to be kept.

How did a technology as promising as rooftop solar panels become associated, so quickly, with such abuse?

As William Shakespeare wrote in *The Tempest*, "Hell is empty and all the devils are here."

Solar scams

In just a few years, complaints about the rooftop solar industry have lit up. There's a lot of bad news for victims who answered their front door and met lying salespeople in search of commissions.

Texas government faced a fork in the road. Would it allow the scams to proliferate? Remember, Texas doesn't like regulations. Or would it demand accountability?

Before I share the answer, which is surprising, I want to share some basic hard facts you should know about this industry. Thanks to the [Texas Elder Justice Coalition](#) and Ann Baddour of pro-consumer [Texas Appleseed](#) and Stephanie Mace of [AARP](#) for the refresher course.

Basic solar facts

There are the salespeople, the installers and the loan company, usually different companies. When something goes wrong, Baddour says, "Everybody is pointing fingers at the other. It's hard to find out in the end who is the responsible party for some of the problems we've been seeing."

The biggest lie in the business: "You will have no monthly electricity bill, and this system will pay for itself."

If you know, by chance, someone who installed panels on their roof and has had no problems and the economics make sense, then good for them. Consider it a miracle.

The bad players have no conscience. I heard one story about a 90-year-old woman who signed a 25-year loan. I wonder how the salespeople sleep at night.

Although the complaint level is growing at a tremendous rate, not everyone who falls victim files a complaint.

Sometimes, victim advocates notice a cluster of complaints in one neighborhood. Baddour explains: "They descend on neighborhoods, leaving a concentration of complaints."

If you're interested, the deadline to submit public comments to the Texas Department of Licensing and Regulation's new sales rules is a few days away on April 12. You can tell your story to the rules' writers. And there's your hint.

New state law

I promised word of which road Texas takes to combat solar fraud. It's a rarity when I get to share this, but a new state law (Senate Bill 1036) authored by state Sen. Judith Zaffirini (D-Laredo) is one of the strictest regulatory laws to come out of the Texas Legislature in recent years.

Under the new Residential Solar Retailer Regulatory Act, all those connected to the industry must register with the licensing agency, starting on Sept. 1. Criminal background checks and annual training courses are required.

Contracts will be standardized with clear, plain language. Contracts must disclose costs, financing, and estimated energy savings.

Consumers have a right to cancel before five business days expire.

Penalties can hit \$10,000 per violation, and offenses against seniors and vulnerable consumers can leap up to \$100,000.

Finally, big penalties for spreading misinformation will now hang over the industry's head. If a company goes bankrupt, it must pass along the lifetime warranty to another company.

That's some new law. And as an aside, shouldn't home builders, renovators, and roofers in Texas be held to the same standard?

Now, real consequences are finally on the table. Companies that spread misinformation will face serious penalties. And if a business folds, it won't get to walk away from its promises — lifetime warranties must be honored by another provider.

At the outset of this column, I invoked Shakespeare on hell. Here's a more Texas way to put it: the solar industry didn't just flirt with trouble — it signed a deal with the devil, and called it business.

April 2, 2026

Dave Lieber

COLUMNIST

Dave Lieber is "The Watchdog" investigative columnist for The Dallas Morning News who fights for his readers and exposes bad practices in business and government.

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https://www.dallasnews.com/news/watchdog/article/rooftop-solar-panels-texas-faces-sales-tactics-22176431.php?utm_source=marketing&utm_medium=copy-url-link&utm_campaign=article-share&hash=aHR0cHM6Ly93d3cuZGFsbGFzbnV3cy5jb20vbnV3cy93YXRjaGRvZy9hcnRpY2xlL3Jvb2Z0b3Atc29sYXl0cGFuZWxzLXRleGFzLWZhY2VzLXNhbGVzLXRhY3RpY3MtMjlxNzY0MzEucGhw&time=MTc3NTY2ODAxNzEyNw%3D%3D&rid=MzRkM2VhMjEtOTEyNS00ODA5LTk3ODItNzk0ZDU0YWY1MjQy&sharecount=MQ%3D%3D

Dallas Morning News

[NEWS//WATCHDOG](#)

Victims say deceptive solar sales left them with crushing debt and broken promises

For many buyers of rooftop solar panels, the experience felt like robbery. Maybe because it was

By [Dave Lieber](#), *Staff Writer* April 6, 2026

The science of rooftop solar panels made sense. It began a few years back. Put solar panels on your home's roof, watch your electric bill decrease and help protect the environment.

Then humans had to come in and ruin it.

How? Here are victims of solar schemes in their own words, courtesy of pro-consumer group, Texas Appleseed, which collects victim statements:

Legally blind

D.P. of Fayette County: "The salesman came to my mother's house and convinced her she would save money on her electric bills, and the government would pay for solar panels if she qualified.

"No mention of a cost to her throughout the entire process. She is 90 years old and is very confused about the whole ordeal. She had no computer, no email account and is legally blind. Yet somehow she ended up with a debt of \$56,930.43. The salesman created an email account on her phone without her knowledge and was using it to DocuSign documents."

A double amputee

From Houston: G.C. is 77 years old. "A door-to-door salesperson said that the solar panels were free through a government program and would also save her money on her electric bill. None of those benefits panned out. After the panels were installed, she learned that she owed \$50,000 on a 25-year loan. She felt tricked. She's a double amputee and is struggling with the cost."

Terminally ill

From Joshua: "He was terminally ill and in hospice care. His adult daughter tried to stop workers installing solar panels and was told they had a contract. After his death, his daughter discovered a 25-

year loan contract for \$60,000. The company says they do not allow dealers to sell to a consumer who is unable to fully understand terms of the contract (language barriers, health or other evident conditions). But his family wondered how he could sign the contract in his state of illness.

“After he passed away, the family stopped paying the loan. So the company filed a lien on the property. As a result, the family was struggling to sell the property.”

Signed blank page

From Garland: “She was considering solar panels and met with a salesperson. During the pitch, she was asked to sign a blank tablet screen authorizing a credit check. She eventually decided against getting solar panels.

“Around two years later, she discovered that a solar lending company had put a lien on her home and claimed she owed \$97,000. The installation company said they canceled the contract, but the lender kept attempting to collect.”

Illiterate victim

From Dallas: “Took advantage of our elderly grandmother, who is low income who can’t even read or write. They conned her into buying solar panels on a house that is so old it’s falling apart.

“The salesman didn’t tell her his real name. He got all her personal information and even tried to get all her checking account information. She was tricked into a 25-year-loan for \$43,000, That’s

not including the interest, and she's 79 years old. Now she has a lien against her house and her health has worsened since this scam."

"No cost"

From Hunt County: "The salesperson said there was 'no cost' and she will have money 'in her pocket.' She is elderly and gets confused. She does not remember signing anything, but her name is on a 20-year bank loan. The solar panels are not producing as they were advertised, and as a result, she now has two bills — one for electricity and one for the loan."

Forged signature

From Hidalgo County: "They told us we did not qualify due to our roof not passing inspection. Then we got letters from the court. I went to the court, and they told us that we had to pay thousands of dollars for panels we don't even have. They had forged my signature. I don't speak English or write."

"No luck"

From Kerr County: "The sales rep told me 'you will no longer have an electric bill.' After installation, I was still getting an electric bill. My signature had been forged and a false email I have never seen was listed as my account email. I have had no luck speaking to anyone about the \$45,000 loan."

As these stories show, the problem was never the panels. Sunlight is free. It was the salespeople who messed it up.

In my next Watchdog column, I'll show whether Texas turned its back on solar swindles — or worked to protect us.

Dave Lieber

COLUMNIST

Dave Lieber is “The Watchdog” investigative columnist for The Dallas Morning News who fights for his readers and exposes bad practices in business and government.

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