



Department  
of Energy &  
Climate Change

# Private Rented Sector Tenants' Energy Efficiency Improvements Provisions

Guidance for landlords and tenants of domestic property on Part Two of  
the *Energy Efficiency (Private Rented Property) (England and Wales)  
Regulations 2015*

March 2016

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## Glossary

**Energy Company Obligation (ECO)** - a government scheme to obligate larger energy suppliers to deliver energy efficiency measures to domestic premises in Britain. The current obligation period is scheduled to run to 31 March 2017.

**Energy Performance Certificate (EPC)** – a report that assesses the energy efficiency of a property and recommends specific ways in which the efficiency of the property could be improved. Almost all domestic and commercial buildings available to buy or rent in the UK must have an Energy Performance Certificate (EPC) which must be produced for prospective buyers or tenants (some exemptions do apply, for example for houses in multiple occupation (HMOs)).

**First-tier Tribunal** – part of the tribunals system administered by Her Majesty's Courts and Tribunals Service; the body which hears tenants' appeals under the Tenants' energy efficiency improvements provisions.

**Freeholder** - a company or a person which owns the freehold of a building.

**The Green Deal** – a government backed initiative designed to provide advice on the energy-saving improvements you can make to your home, and identify the best way to pay for them.

**Green Deal Finance** - a loan to pay for some or all of the cost of installing energy improvements in your home (please note: Green Deal Finance is *not* currently available).

**Green Deal Plan** – a contract between a property owner or occupier and a Green Deal Provider setting out the terms of a Green Deal finance loan.

**Green Deal Report** – a report, prepared by a qualified advisor, listing the energy efficiency improvements that are possible in a building, and setting out which of these are likely to be cost-effective. Even though Green Deal finance is not currently available Green Deal Reports (sometimes called Assessors Reports or Advice Reports) are still available.

**HHSRS** - The housing health and safety rating system - a risk-based evaluation and enforcement tool to enable local authorities to identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings.

**House in Multiple Occupation (HMOs)** - residential properties where 'common areas' exist which are shared by more than one household. A building is a House in Multiple Occupation (HMO) if both of the following apply: i) at least 3 tenants live there, forming more than one household, ii) the tenants share toilet, bathroom or kitchen facilities.

**Improvement Notice** – notice issued by a local authority following an HHSRS assessment, requiring the owner of a property to carry out work to deal with an identified hazard.

**Leaseholder** – a person or company who owns the lease on a property (the leaseholder owns the lease to a property but the freeholder is the ultimate legal owner). The lease gives the leaseholder the right to use of a property for a certain amount of time, e.g. 125 years. A leaseholder can in turn grant a lease or enter into a tenancy agreement with a tenant to occupy the property.

**Listed Building** - building or other structure on the Statutory List of buildings of special architectural or historic interest.

**Mortgagee** - the lender with a mortgage (e.g. a bank or building society).

**Superior Landlord** – where a property is held under a lease (so that it is leasehold property) this guidance refers to the person who is the immediate landlord of the tenant who makes the tenant’s request, as the “landlord”. A “superior landlord” will be the person from whom the landlord leases the property, who may be the freeholder of the property. If there is a chain of leases, then the landlord under each of the leases involved will be a “superior landlord”.

**Supplier Obligation** – an alternative name for the Energy Company Obligation (see above) or any successor scheme.

**Tenancy Agreement** – tenancy agreement is used in this guidance to refer to the agreement between the private landlord who rents out a property and the tenant who is entitled to occupy the property. It can be written, or in some cases will be verbal.

**Tenant** – in the Regulations and this guidance, “tenant” has two meanings. It means the person who rents a property under an assured, regulated or agricultural tenancy. In the case of leasehold properties, a leaseholder who is renting the property out to a tenant on an assured, regulated or agricultural tenancy also has the right to make a tenant’s request – if he exercises that right, then he is also referred to as a “tenant” who, in turn, will have their own landlord.

## Chapter 1: Introduction

This document provides guidance for domestic tenants, landlords and others with an interest in the domestic private rented sector on the effect of Part Two of *The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015*, the tenants' energy efficiency improvements provisions for domestic tenants. The guidance outlines, for tenants and landlords, their rights and responsibilities under the provisions. Separate guidance will be published in due course covering Part Three of the Regulations (the Minimum level of Energy Efficiency Provisions), including separate guidance for landlords in the domestic and non-domestic sectors.

The Regulations fulfil a duty on the Secretary of State in the *Energy Act 2011* to introduce regulations to improve the energy efficiency of buildings in the domestic and non-domestic private rented sector in England and Wales.

The Regulations and related order were approved by Parliament and made on 26 March 2015. The Regulations are available online [here](#) and the related Order [here](#).

Where a domestic property is tenanted, consent will normally be required from the landlord of the property before work to improve the property's energy efficiency can be carried out. The Regulations provide a stand-alone statutory scheme in order to obtain any required consent in the case of a domestic private rented sector property. Chapter 2 looks at relevant issues under landlord and tenant law as this affects the carrying out of energy efficiency improvements to private rented residential properties.

### Tenants' energy efficiency improvements

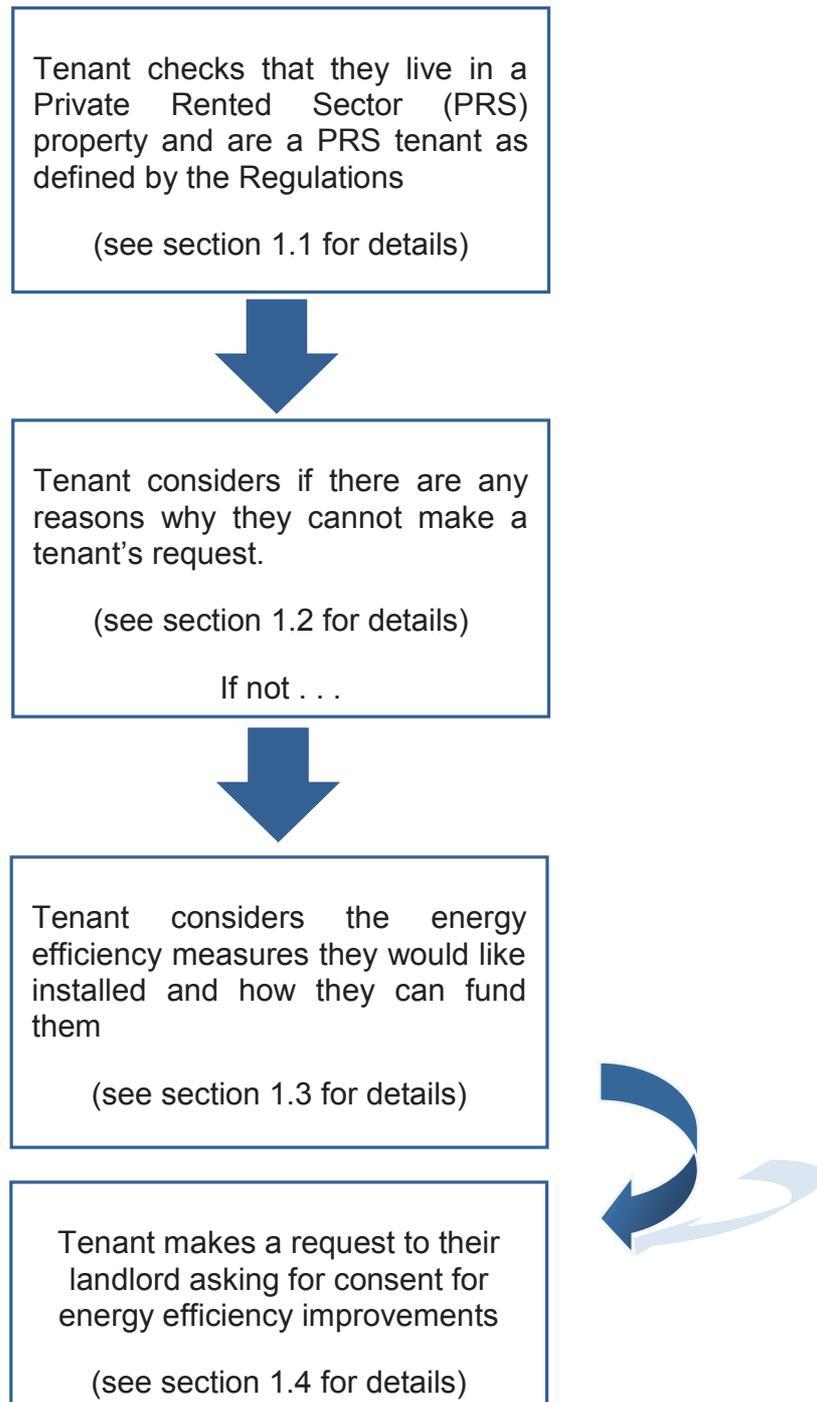
The tenants' energy efficiency improvements provisions mean that, subject to certain requirements and exemptions, from 1 April 2016, where a tenant requests their landlord's consent to making energy efficiency improvements to the landlord's property, the landlord may not unreasonably refuse consent. These provisions are explained in detail in Chapter 3.

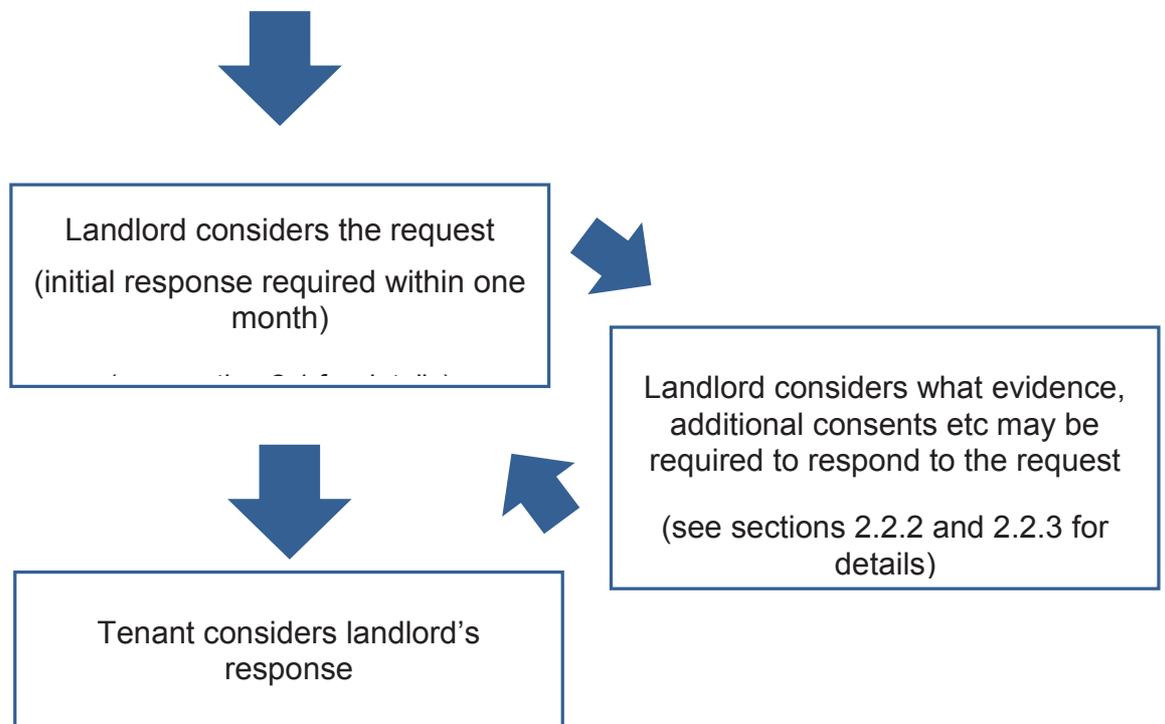
Under the Regulations the tenants' request process has several main stages, as shown in Figure 1 below. Where a tenant wishes to submit a request to their landlord they must consider the energy efficiency improvements they want to install, the funding available to cover the cost and any associated evidence required before sending the request, in writing, to their landlord. Details of this process are described in section 1.3 in Chapter 2. The landlord must then consider the tenant's request and obtain any further advice, evidence or consents they need in order to make the response. Details of this process are described in Chapter 2, part 2. The final stage is for the tenant to consider the landlord's response, whether they wish to accept it or whether they wish to make an application to the First-tier Tribunal where they think the landlord has not complied with the Regulations. Details of this process are described in Chapter 2, part 3.

It is important to note that landlords are not required to contribute funding for any measures

requested through the tenants' energy efficiency provisions. The organizing of funding for measures is the sole responsibility of the tenant making the request, and tenants should ensure that suitable funding is available before making a request. More information on funding options is at section 1.3.2 of Chapter 2, and at Annex B. Following receipt of a tenant consent request a landlord may choose to fund or part fund energy efficiency improvements at their property themselves, but this would be entirely at their discretion.

**Figure 1: Flow diagram for formal tenant's request process** (discussed in detail in Chapter 3)





Note: a detailed flow diagram for the tenants’ request process is at Annex A of this guidance.

It is important to note that, while the provisions described in this guidance document are designed to ensure that a clear process exists for tenants’ who wish to request consent to make energy efficiency improvements to their accommodation, tenants and landlords remain free to make more informal energy efficiency arrangements if they choose. For example, some landlords and tenants have worked together informally in the past to organize installation of Energy Company Obligation (ECO) funded heating and insulation improvements. This has often arisen where the tenant specifically qualifies for assistance under the Home Heating Cost Reduction Obligation (HHCRO) element of ECO – also known as Affordable Warmth<sup>1</sup>. Such arrangements between landlords and tenants will be able to continue in the future, if mutually agreed, outside of the tenants’ energy efficiency improvements provisions described in this document.

In all cases, we would advise tenants to discuss their energy efficiency improvement plans with

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<sup>1</sup> Eligibility for grant-assisted improvement measures under the HHCRO (Affordable Warmth) is dependent on a number of factors relating to the householder (private tenants or owner-occupiers only - social housing tenants are not eligible for HHCRO) including receipt or eligibility for certain benefits. To check if a household is eligible to receive support contact the Energy Saving Advice Service by visiting their website [online](#) or calling on 0300 123 1234.

their landlord before submitting a formal consent request. This will help them determine whether a formal request for consent is required, or whether a more informal route would be appropriate.

## Chapter 2: The landlord and tenant relationship

### Overview

1. The relationship between a landlord and a tenant is governed by the terms of a tenancy agreement or, where a leaseholder is involved, the lease. In addition, the general law lays down various provisions which deal with the landlord and tenant relationship. The provisions discussed in this guidance document are concerned with the domestic private rented sector, where properties are rented out in which individuals live. These properties include houses, bungalows and flats, as well as multi occupancy properties such as shared houses. To allow the correct identification of the different parties who may be involved in a tenant's request we call the tenant who is privately renting the property and living in it "the tenant". The immediate landlord of this tenant is referred to as "the landlord". Where in turn the landlord is a leaseholder the leaseholder will have his/her own landlord who is called a "superior landlord", as is any landlord who is higher up the chain of ownership. Where the person who is privately renting the property wants to make a tenant's request to his landlord, we call that person "the tenant", and his landlord "the landlord".
2. Every property has a freeholder. The simplest situation is where the freehold of a property is owned by the landlord who rents the property out to the tenant who occupies the property. There will normally be a written tenancy agreement, but in some cases the tenancy will be agreed verbally between the landlord and the tenant. In more complex situations the property may, for example, be a block of flats where the freehold of the building is owned by the freeholder. Each of the flats is then leased separately by the freeholder to a leaseholder. In turn, a leaseholder may let one of the flats to a tenant who lives in it. In this case, the occupying tenant's own landlord has a superior landlord, i.e. the freeholder.
3. The relationship between the freeholder/superior landlord and the leaseholder will be governed by a lease which will set out the different responsibilities of both the superior landlord and the leaseholder. As well as applying to flats, in some cases houses may be held on a lease so that again you have a freeholder/superior landlord and a leaseholder who in turn has let the house to the tenant who lives there.
4. In some instances the situation can be more complex because there may be a chain of leases affecting a particular property, whether a flat or a house. In these cases there will be a number of intermediate superior landlords between the landlord who has rented the property to the tenant who lives in it, and the freeholder, who is also a superior landlord. There will therefore be a need for leases to be looked at alongside the tenancy agreement and these leases may not all say the same thing. They may not set out the same thing about the various rights and responsibilities of those involved. The premises comprised in the tenancy agreement and the leases may not be identical.

### Tenancy agreements, improvements and consents

5. As with any other change in the structure or fabric of a property, or any of the fixtures and fittings, energy efficiency improvements will usually involve physical alteration to the property which will require the consent of the landlord of the property where the property is tenanted and also the consent of any superior landlord if there is one.
6. Typically, however, tenancy agreements do not refer to "improvements". They usually talk about alterations. The tenancy agreement with the tenant who lives in the property may say a number of things. It could say that there will be no alterations at all. It may say that any alterations require the landlord's consent. This may be qualified to say that the landlord cannot unreasonably refuse consent. It may say that certain alterations do not need the landlord's consent at all but others do.
7. Different tenancy agreements say different things. There may be other provisions which restrict what can be done, e.g. any prohibition on interfering with the electrical or gas installations. Similarly, if the property is

owned on a leasehold basis so there is a lease in place a superior landlord will be involved in the consent process. The lease can contain provisions of the same kind. If there are both a tenancy agreement and one or more leases affecting the property the wording may be different. However, the tenants' energy efficiency improvements provisions provide a way of resolving any different requirements. Once consent is obtained under the Regulations (or granted by the First-tier Tribunal) then the tenant can go ahead and arrange for the works to be carried out.

8. Even where there is no provision in the tenancy agreement or lease prohibiting alterations (or improvements) or requiring the landlord's consent for them to be carried out, the general law may well imply a requirement to obtain the consent of the landlord or, where applicable, any superior landlord. This will arise as a result of the operation of the so called doctrine of waste and/or the implied obligation on the part of the tenant to use the premises in a tenant like manner. It should therefore be assumed that consent is required for any energy efficiency improvement to be carried out both from the landlord and also, if there is one from any superior landlord.
9. A tenant who is considering going ahead without landlord's consent should take legal advice as to their position, especially as you cannot assume that just because the lease makes no provision requiring consent that consent is not needed. (One possible exception is laying roof insulation in a roof void e.g. rock wool insulation where the roof void is part of the property which is let. This work will not actually alter the property nor potentially damage it so it may not necessitate consent, but again a tenant is at least advised to inform their landlord of their intention to carry out such work in case the landlord does want to raise any particular objection).

### Protected and Statutory Tenancies

10. A tenant who is a protected or statutory tenant (i.e. under the *Rent Act*) will already have the benefit of provisions contained in the *Housing Act 1980* relating to the carrying out of improvements. It is a term of every protected/statutory tenancy that a tenant must not make any improvement without the written consent of the landlord and that this consent is not to be unreasonably withheld. For these purposes "improvement" means any alteration or addition to a dwelling, and includes any addition to or alteration to a landlord's fixtures and fittings and any additional alteration connected with the provision of services. The burden is on the landlord to show that consent has been refused reasonably. These consent provisions are contained in Section 81 to 83 of the *Housing Act 1980*.
11. Any dispute in relation to these Housing Act provisions goes to the County Court, so the availability of a Tribunal to deal with any such disputes which exist under the tenants' energy efficiency improvements provisions is an advantage to the tenant. Likewise, if in turn the landlord requires the consent of a superior landlord, the tenants' energy efficiency improvements provisions provide machinery for consent for any Superior Landlord to be obtained. There is nothing in the *Housing Act 1980* which enables the landlord to obtain a superior landlord's consent if this is required. Therefore the tenant and any landlord needing the consent of a superior landlord may be better advised to rely on the tenants' energy efficiency improvements provisions when requesting consent.

### The Tenants' Energy Efficiency Improvement Provisions and Consent

12. The Tenants' Energy Efficiency Improvement provisions discussed in this guidance document provide a way of obtaining any consent which is required for the tenant, i.e. the tenant living in the property, but also, if the landlord is a leaseholder, for the landlord to obtain any required consent from any superior landlord. If there are intermediate superior landlords it is likewise a way to obtain their consent to enable the works to be carried out. No landlord or superior landlord can refuse consent if this is contrary to the Regulations. Any landlord asked to give consent is required to act reasonably so that they cannot arbitrarily say "no".
13. A tenant who considers that their property may be substandard in terms of energy efficiency, may be well advised to consult with their local environmental health department, if the landlord is unwilling to carry out

*improvement* works, rather than trying to obtain landlord's consent to the carrying out of works themselves. Under the Housing Health and Safety Rating System (HHSRS) there are powers for the local authority to take action where a property is affected by "excess cold". Likewise, there is power to address the issue of dampness. These powers are looked at in more detail in paragraph 3.3.2 in chapter 3.

14. Even if a tenancy agreement says that the work in question can be done with the landlord's consent and that this consent cannot be unreasonably withheld it could be worthwhile applying under the Regulations because these lay down a procedure to be followed and provide a right to refer the case to an independent and impartial Tribunal (the First-tier Tribunal) if a landlord fails to respond or unreasonably refuses consent. The same applies where the landlord himself/herself may need to obtain consent from any superior landlord.

### Consent and boundaries

15. Consent may be needed for measures to be carried out within the boundaries of the premises which are let, either because it is required by the terms of any tenancy agreement or lease or even if they do not make any provision for this because the general rule requires it. In certain situations, however, the proposed improvements may necessitate work being carried out outside the actual boundaries of the premises which are covered in the tenancy agreement or lease where the landlord or tenant is a leaseholder. For instance, if a tenant lives in a flat the actual boundary may be the internal surface of the wall, not the wall itself, so any cavity in that wall is outside the boundaries of the premises let. Likewise, in the case of a top floor flat, any roof space above the flat may not be included in the tenancy.
16. In such situations, where a tenant wished to install cavity wall insulation or roof insulation, because they are not a tenant of the area where they wish to carry out the work, it would be a trespass for them to go ahead and do the work, unless the landlord (or superior landlord) provides consent.
17. Regardless of these provisions, there is nothing to stop a tenant applying for permission under the terms of their tenancy agreement or lease (as the case may be) or, even if the work is prohibited outright, approaching the landlord or superior landlord informally.

If you live in the private rented sector in England and are looking for general advice and information on renting, *How to Rent*, a checklist for renting in England is available to download at:

[www.gov.uk/government/publications/how-to-rent](http://www.gov.uk/government/publications/how-to-rent)

## Chapter 3: Tenants' Energy Efficiency Improvements

### Tenants' energy efficiency improvement provisions – Part One

This section (part one) is written from the tenant's perspective and outlines the steps a tenant will need to take in order to prepare and submit a formal tenant's request to the landlord of the property seeking consent to install energy efficiency improvements via the statutory provisions.

1. The tenants' energy efficiency improvements provisions described in this guidance are intended to ensure that, unless an exemption applies, a domestic landlord cannot unreasonably withhold consent to a request from a tenant to make relevant energy efficiency improvements at their property. It is important to note that in order for a tenant's request to be in scope, the improvement must be one of the measures from the list of qualifying measures set out at Annex B of this guidance, and funding must be available to cover the entire cost of making the improvement(s). Organizing funding will be the responsibility of the tenant making the request, not the landlord.

Note: All references to regulation numbers **in bold** refer to *The Energy Efficiency (Private Rented Property)(England and Wales) Regulations 2015*.

2. Also note, any notice that is served by a tenant, a landlord or a third party under the Regulations must be in writing; written notices may be sent by post or electronically via e-mail. Where the notice is sent to a corporate body it may be addressed to the secretary or clerk at the corporate body. Where the notice is sent to a partnership, it may be addressed to any partner or a person who has control or management of the partnership business (**Regulation 3**).

#### 1.1 Tenancies and Relevant Measures in Scope

##### 1.1.1 Tenancies in scope of the Tenants' Rights Provisions (**Regulation 5**)

3. The first step in considering whether, as a tenant, you are able to submit a tenant's request to your landlord is to decide whether your property is in scope of the Regulations based on your tenancy agreement. A tenancy agreement is a contract between a tenant and their landlord setting out the legal terms and conditions for letting the landlord's property, or part of the property. Please note, a tenancy agreement is not always in writing. Further information on tenancies is available at [www.gov.uk](http://www.gov.uk). If you are in any doubt about which type of tenancy agreement you have you may also wish to seek advice from an organization such as Citizen's Advice. Further useful information on renting and assured shorthold tenancies can be found [here](#).
4. A property is in scope of the Regulations if it is let:
  - under an **assured tenancy** (including an assured shorthold tenancy) defined in the *Housing Act 1988*;
  - under a **regulated tenancy** defined in the *Rent Act 1977* (this is a protected or statutory tenancy);
  - under one of the following **agricultural tenancies**:
    - a tenancy which is an assured agricultural occupancy for the purposes of section 24 of the *Housing Act 1988*;
    - a tenancy which is a protected occupancy for the purposes of section 3(6) of the *Rent (Agriculture) Act 1976*;
    - a statutory tenancy for the purposes of section 4(6) of the *Rent (Agriculture) Act 1976*<sup>2</sup>.
5. However, even where a property is rented out on one of these three types of tenancy agreement, it will be

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<sup>2</sup> See the definition of domestic private rented property in section 42(1)(a) of the *Energy Act 2011*, and the list of agricultural tenancies set out in the *Energy Efficiency (Domestic Private Rented Property) Order 2015*.

**out of scope** if it (or the building it is in):

- is a temporary building with a time use of two years or less, or
  - is to be demolished (within the meaning of regulation 8 of *the Energy Performance of Buildings (England and Wales) Regulations 2012*).
6. A property is also **excluded** from being in scope if it is social housing or is let by a **social housing landlord**, and is specifically:
- low cost rental accommodation defined by section 69 of the *Housing and Regeneration Act 2008* and the landlord is a private registered provider of social housing;
  - low cost home ownership accommodation within the meaning of section 70 of the *Housing and Regeneration Act 2008*; or
  - the landlord is a body registered as a social landlord under Chapter 1 of Part 1 of *the Housing Act 1996*.
- Note: these exclusions are defined in the *Energy Act 2011*, section 42 (2).
7. Please note that where a property is let by a registered provider of social housing but is rented at full local market rate (i.e. it is not low cost rental accommodation) then the property will be in scope of these Regulations. In such cases a tenant will be eligible to submit a tenant's request to the social housing landlord so long as they have one of the tenancy types detailed above at paragraph 4. If a tenant is in any doubt about whether their property is excluded from these Tenants' Rights provisions due to the exclusions listed at para 6 above, they should consult their landlord or the regulator of social housing providers, the Homes and Communities Agency<sup>3</sup>.

### 1.1.2 Meaning of "tenant" (Regulation 7)

8. There are two different types of tenant who are in scope of the Regulations and who can make a tenant's request to their landlord. You will be a tenant in scope if you rent your home and have one of the tenancy agreements with your landlord as defined in section 1.1.1 above. A person will also be a tenant in scope of the Regulations if they have a lease on a property they own and that property is occupied by tenants under one of the tenancy types set out at section 1.1.1. An example of this kind of tenant would be a landlord whose rental property is a leasehold flat within a block, and whose tenants are renting the property on one of the tenancy types described above. For the purposes of this guidance we shall refer to such a person as a 'leaseholder tenant'.
9. In instances where the person making a request is a leaseholder tenant, their request would be made to their landlord who would be the superior landlord. The superior landlord is the person who owns the interest in the property which gives them the right to possession of the premises at the end of the leaseholder tenant's lease. They will often be the freeholder of the building, although there can be longer intermediary chains in some instances. In all cases the leaseholder tenant should consult their lease agreement to determine the situations in which consent is required, and who it is required from. The superior landlord will usually be the person to whom the rent under the lease (the ground rent) is paid.

## 1.2 Circumstances where a tenant's request cannot be made

### 1.2.1 How to decide whether there are any circumstances that apply where you cannot submit a tenant's request to your landlord (Regulation 9)

10. Whilst the Regulations are designed to allow you, as a tenant, to request consent for energy efficiency improvements from your landlord, there are some specific instances where a request cannot be made under

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<sup>3</sup> To contact the Homes and Communities Agency call on 0300 1234 500, e-mail at [mail@homesandcommunities.co.uk](mailto:mail@homesandcommunities.co.uk), or visit online at: [www.gov.uk/homes-and-communities-agency](http://www.gov.uk/homes-and-communities-agency)

the Regulations. If you are a tenant who rents the property on an assured, regulated, or agricultural tenancy, you may not make a tenant's request where:

- you have given notice to your landlord ending your tenancy;
- you have a fixed term tenancy which is due to expire in less than three months and you have given notice to your landlord that you will vacate the property at the end of the term;
- your landlord has given you notice ending your tenancy, including a notice seeking possession under section 8 or section 21 of the *Housing Act 1988*, or a notice to quit, and possession proceedings may be brought in reliance on that notice;
- your landlord has started proceedings against you for possession of the property, or for a breach of your tenancy agreement, and the proceedings have not been resolved, or the court has made an order for possession of the property;
- you have arranged for an energy efficiency improvement to be made to the property in the last six months using a Green Deal plan;
- you have submitted a tenant's request in relation to the property in the last six months, and the request was refused by the landlord because an exemption applied (see section 3.1.1).

11. If you are a leaseholder tenant (see 1.1.2 above), you may not make a tenant's request where:

- you have entered into an agreement to transfer your interest in the property;
- your leasehold interest in the property is due to expire in less than three months;
- your landlord has started proceedings against you for forfeiture of the lease, or for a breach of the lease, and either the proceedings have not been resolved, or the court has made an order confirming the forfeiture and no relief from forfeiture has been granted;
- you have made a tenant's request in relation to the property within the last six months, and the request was refused by the landlord because an exemption applied (see section 3.3).

12. In addition to the above considerations, if you make a valid tenant's request and your landlord, or the superior landlord, has been served with one of several categories of improvement notice (a Housing Health and Safety Rating System "HHSRS" notice) in relation to the property, and sends you a copy of the notice (see section 3.1 of this guidance), your tenant's request will cease to have effect (please see section 3.2.2 of this guidance for further information on improvement notice exemptions). While you, as the tenant, may still make a tenant's request while an improvement notice is in place you may wish to check the status of any notices on your property before making a tenant's request and consider your options in light of this. To check whether there are any active HHSRS notices on your property contact your local authority environmental health department.

13. Please note that, where an HHSRS related improvement notice is served on a landlord or superior landlord, the landlord has to meet the cost of any specified improvement work. Further information on the HHSRS can be found [here](#), and if a tenant believes their home contains a hazard which could harm the health or safety of someone living there, an improvement notice may be an alternative course of action for them to pursue via their local authority. A successful case would result in the landlord, rather than the tenant, covering the cost of the improvement(s).

14. If you, as the tenant, feel that a cold hazard which is covered by the HHSRS exists at your property, or that your home is unsafe for any other reason, you should contact your local authority housing or environmental health department. They will arrange a Housing Health and Safety Rating System assessment and must take action if they think your home has serious health and safety hazards.

### 1.3 Energy efficiency improvements

#### 1.3.1 Energy efficiency improvements in scope (Regulation 6)

15. Once you have satisfied yourself that you and the property you rent are covered by the tenants' energy efficiency improvements provisions, the next step is to determine which energy efficiency improvements are

in scope and which you wish to install in the property. It is important to note that you will then need to identify a suitable source of funding to cover the cost of the measures and the installation. An energy efficiency improvement can only be included in a tenant's request if it is one of the measures defined below and listed in full at Annex B of this guidance, and if it can be funded in one of the ways described at 1.3.2 below. If a measure passes both of these tests, it can be included in your tenant's request (the Regulations refer to these as "relevant energy efficiency improvements" for your property).

16. An energy efficiency improvement can be included in a tenant's request where it is either:
  - the installation of pipes to enable a connection to the gas grid<sup>4</sup>, or
  - an energy efficiency measure which appears on the full list of energy efficiency improvements in the *Green Deal (Qualifying Energy Improvements) Order 2012*, as set out in **Annex B** of this guidance.
17. Energy Performance Certificates (EPCs) include a recommendations page which sets out a tailored list of cost effective energy efficiency improvements which could be made to a property. Domestic landlords in England and Wales are required to provide their tenants with a copy of a valid EPC for the property at the start of a tenancy (except for Houses in Multiple Occupation) and a tenant can consult the recommendations page of the existing EPC for advice on suitable measures. If a tenant does not have immediate access to the EPC they should speak to their landlord or letting agent; alternatively they can access the EPC online via the [Domestic Energy Performance Certificate Register](#).
18. As part of the tenants' request provisions, a tenant is not required to obtain any additional expert advice on the measures which might be suitable for their property; however it is recommended that they do consider obtaining advice from an accredited energy efficiency assessor before proceeding where they feel that may be helpful. This will provide additional assistance in determining the most suitable measures for the property and will provide evidence to support any request to the landlord. If a tenant does not obtain professional advice on improvements then the landlord is entitled to obtain their own evidence, and this may delay the decision making process.
19. As a minimum a tenant should check whether the improvements they wish to request consent for are already installed in the property. As part of this a tenant may wish to ask their landlord if they are aware of any improvements that have already been installed (for example cavity wall insulation), or seek general advice from a relevant organization such as the [Energy Saving Trust](#). Your local authority housing department will also be able to offer general advice on energy efficiency installation issues.

### 1.3.2 Funding for relevant energy efficiency improvements

20. A measure will only be a "relevant energy efficiency improvement" for your property and may only be included in a valid tenant's request where funding is available from one or a combination of the sources listed below to fully cover the cost of the improvements (including any make-good costs, or redecoration costs (if any), which may be necessary following the installation of the improvements). Relevant funding options are:
  - the Energy Company Obligation (ECO) (or successor supplier obligation scheme),
  - Central Government or local authority funding, or third party funding, such as a grant,
  - a Green Deal Finance Plan (or future equivalent) or
  - tenant funding where you will pay the cost of the improvement yourself (either wholly, or in combination with another source of funding on this list)

Please be aware also that, at this time, Green Deal finance for a new Green Deal Plan is not available.

21. As noted in the introduction to this guidance, following receipt of a formal tenant's request a landlord may

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<sup>4</sup> Where a tenant wishes to request connection to the gas grid, the property must be within 23m of the gas network.

also choose to fund, or part-fund, the requested energy efficiency improvements themselves, but this will be entirely at the discretion of the landlord and must not be relied upon. In order for the tenant request to be valid, funding must be available via one or more of the routes listed above, even if it is not ultimately used.

22. For assistance and advice on what funding options are available to you in your area you may wish to contact the [Energy Saving Trust](#) or your local council. (For more guidance on funding options see the Q&A at Annex C).

### 1.3.3 Ownership of Improvements

23. Tenants should note that, while the Regulations do not require landlords to contribute financially towards the cost of buying or installing any energy efficiency improvements requested as part of the tenants' energy efficiency improvements, once installed the measure will, with few exceptions, become part of the fixtures and fittings of the property, and so would typically come within the landlord's ownership. Therefore a tenant would not be entitled to remove them at the end of the tenancy, even where this was technically feasible, unless this had been agreed with the landlord at the time the consent was granted.
24. In the case of solar panels, micro combined heat and power, and other technologies which may attract a feed-in-tariff, tenants and landlords are advised to agree in advance of installation whom the tariff will be paid to and who holds the maintenance and repairing obligation on the equipment.

### 1.4 Making a Tenant's Request

25. Once you have identified the energy efficiency improvements you intend to seek consent for, and you have identified a suitable source of funding, the next step is to prepare the request to your landlord. There is no set form which you must use to make a tenant's request but it is important that the request be in writing and includes certain information as discussed below. If it does not, it will not be a valid request and your landlord does not have to consider it. You may want to ask for help in writing the request and collecting all the required information, for example from Citizens Advice, a residents association or a local tenants' rights group.
26. Where you rent your property jointly with another tenant (or tenants) it is important that you all agree to the contents of the tenant's request before you send it because it must be from all of you. If you live in a building where there is more than one property in scope of the Regulations and those properties have the same landlord, it is possible for the tenants of those properties to join together and make one request which covers all the improvements they want to make to their respective properties. Again, all the tenants whose properties are affected by a request must agree to its contents.

#### 1.4.1 What must be included in a tenant's request for consent for energy efficiency improvements (Regulation 8 & Regulation 3)

27. You, the tenant, must include the following information in a tenant's request to your landlord:
- A list of relevant energy efficiency measures you want to install;
  - What works you will carry out, if any, to 'make good' the property so it is returned to its original condition following the installation of the proposed improvements, for example redecoration, and confirmation that you will cover the cost (or that costs will be covered by ECO or grants etc);
  - Where you propose to use a Green Deal plan to partially or fully fund the improvements you must also include the following:
    - details of the Green Deal installer or installer that meets relevant installer standards you intend to

- use to install the proposed measures<sup>5</sup>.
- a request for your landlord to provide consent for the Green Deal Plan (according to Regulation 36 of the *Green Deal Framework Regulations*<sup>6</sup>).
- where applicable, a request for a third party to give consent for the Green Deal Plan (according to Regulation 36 of the *Green Deal Framework Regulations*<sup>4</sup>), for example the freeholder of the property.

Please refer to paragraph 20 on current status of Green Deal finance.

28. You, the tenant, must also include the following documentation with the tenant's request:

- if the improvement you are requesting was recommended in an EPC recommendation report, a Green Deal advice report or a report prepared by a surveyor, you must provide a copy of it with the request. (If you send a tenant's request to your landlord without any report, the landlord may decide to commission a survey or report themselves before they respond to your request);
- evidence of the funding you have secured to cover the cost of installing the energy efficiency improvements, such as a grant offer letter (the offer of funding may be conditional on the landlord giving consent to the improvements);
- evidence where the improvements may be installed and funded (either fully or partially funded) under a supplier obligation such as the Energy Company Obligation;
- where applicable, written confirmation that you propose to fully or partially fund the energy efficiency improvements yourself;
- where applicable, confirmation of the Green Deal Plan that will be used to fund the proposed measures; and
- where you do not intend to use a Green Deal Plan to fund the proposed improvements, a copy of the quotation for the cost of installing the measures from a Green Deal installer or another installer that meets relevant installer standards.

Please refer to paragraph 20 on current status of Green Deal finance.

29. Where the person making the request is a leaseholder tenant (see section 1.1.2), the request must also include written confirmation that their tenants have provided their consent to the proposed measures, where this is required. Such consent will always be required from a tenant, unless the tenancy agreement clearly allows the leaseholder tenant (the landlord) to install the measures. This will require scrutiny of the landlord's powers under the tenancy agreement.

30. Typically a tenancy agreement will allow the landlord access to and the right to carry out repairs but this will not be enough to permit the landlord to carry out works involving energy efficiency improvements. Appropriate wording will be needed to permit the landlord to do this; otherwise the landlord will have to obtain specific permission from the tenant to do so. A leaseholder requesting the consent of the superior landlord may well need to take legal advice on this point. Any consent obtained from a tenant in this situation must be in writing.

31. Where you feel it is appropriate, you may also include other additional, relevant information as part of the tenant's request. As noted above, the tenant's request must be in writing and may be sent by post (although e-mail, fax and other digital methods are also acceptable). Where your landlord is an organisation, the request may be addressed to the secretary or clerk at that organisation. Where the landlord is a partnership, the request may be addressed to any partner or a person who has control or management of the partnership business. It is good practice to keep a copy of your full consent request, alongside any supporting

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<sup>5</sup> An installer meets the relevant installer standards where they are covered in Schedule 3 of the *Building Regulations 2010* as a person able to carry out the installation of energy efficiency improvements also described in the Schedule.

<sup>6</sup> <http://www.legislation.gov.uk/ukdsi/2012/9780111525227/regulation/36>

documentation which you send to your landlord.

32. After you have submitted your tenant's request to your landlord they will consider their response which may include:
- providing consent to the one or more of the requested improvements,
  - refusing consent to one or more of the improvements for a defined reason,
  - providing a counter proposal of alternative improvements.
33. There are strict time limits within which your landlord must respond to your request, please see section 2.2.1 to 3.1.1 for further details on this. Where you are not satisfied that your landlords response complies with the Regulations you may apply to the First-tier tribunal to assess the case (see sections 4.1 to 4.3.1 for further details).

## Tenants' energy efficiency improvement provisions – Part Two

The following guidance section (part two) is written from the landlord's perspective and outlines what is required to consider a tenant's request and prepare a response.

### 2.1 Receiving a tenant's request

34. If you are a landlord, or a superior landlord (see 1.1.2, paragraph 8 in Part One), and you receive a valid tenant's request, you must respond to it in accordance with the Regulations. This is explained in detail in this section, but first you will need to determine whether the request you have received is a valid tenant's request. To do this you will need to check whether the property/tenancy type is in scope of the Regulations (see 1.1.1 in Part One of this guidance), whether the tenant is in scope and is entitled to make a request (see 1.1.2 and 1.2.1 in Part One), and whether the request itself complies with the requirements of the Regulations (see 1.4 in Part One).

#### 2.1.1 Duty on landlord not to unreasonably refuse the tenant's request

35. The Regulations state that a landlord who is served with a tenant's request "must not unreasonably refuse consent" to the tenant making the energy efficiency improvements which they have requested. This means that, as a landlord, you are under a statutory duty not to unreasonably refuse the tenant's request. This is looked at further in Section 2.2 below.

36. There are two exceptions to this duty, which we explain in detail later in this guidance. These exceptions are:

- where the landlord serves the tenant with a counter proposal;
- where the landlord serves the tenant with a copy of an improvement notice relating to the property (that is, a notice under section 11 or section 12 of the *Housing Act 2004*) and specifies what work he is going to do to the property to comply with the improvement notice.

37. In either of these cases, a tenant's request ceases to have effect, so the landlord does not have to respond to it directly or to consent to the improvements the tenant has requested.

#### 2.1.2 Duty on superior landlord not to unreasonably refuse the tenant's request (Regulation 11)

38. There will be cases where a landlord is happy to consent to a tenant's request but, because the landlord owns a leasehold property, the improvements in question cannot be made without the superior landlord's consent. In those cases, the Regulations require the landlord to serve a copy of the tenant's request and other relevant documents on the superior landlord (see section 2.2.2 below).

39. Where the superior landlord is served with the relevant documents, the Regulations state that the superior landlord "must not unreasonably refuse consent" to the tenant making the energy efficiency improvements that need his consent. This means that the superior landlord is also under a statutory duty not to unreasonably refuse the tenant's request. This is considered further in 2.2 below. Again, there are two exceptions to this duty:

- where the landlord serves the tenant with a counter proposal,
- where the landlord serves the tenant with a copy of an improvement notice relating to the property and specifies what work will be done to the property to comply with the improvement notice.

## 2.2 Responding to a tenant's request

### 2.2.1 How to respond to a tenant's request where you can make your decision without additional advice or evidence (Regulation 12)

40. In some cases it will be possible for a landlord to consider the tenant's request and decide to give consent, or refuse consent, without delay. Where you, the landlord, are able to make a decision on the tenant's request without obtaining any other advice or evidence, you must provide a full response to the tenant's request within one month of the date you received it.
41. A landlord's full response must be in writing and must:
- state, for each energy efficiency improvement in the request, whether you consent to the tenant making the improvement;
  - state, where applicable, that you consent to a proposed Green Deal Plan to fund the energy efficiency improvements<sup>7</sup>.
42. It may be reasonable to give consent to a tenant's request subject to a condition, for example in relation to the standard of the work to be carried out. However, the reasonableness of giving consent subject to a condition would, ultimately, be a matter for a tribunal to decide (see section 4.1), and you may want to take advice if considering this.
43. Where you, the landlord, decide to refuse consent to the tenant making any improvement specified in a tenant's request, or to refuse to give the confirmation required by the Green Deal Regulations (if applicable), your full response must state that the consent or confirmation is not given, and set out your reasons together with any supporting evidence. This will apply where you do not give consent because:
- the improvement is not a relevant energy efficiency improvement;
  - the tenant's request is not valid;
  - another tenant has submitted a tenant's request in the past six months and you, the landlord, complied with the Regulations in relation to that request;
  - a prohibition order, an emergency prohibition order, a demolition order or a clearance area declaration has been served in relation to the property;
  - the tenant's request was for wall insulation (and this would negatively impact the property - see section 3.2.3 below);
  - you rely on the consent exemption (see section 3.3.1 below);
  - you rely on the devaluation exemption (see section 3.3.2 below);
  - Any other relevant reason (for example, where a particular measure is explicitly prohibited by the lease).
44. Please note that, in situations where a tenant's request covers multiple measures, the landlord should provide or refuse consent for each measure individually. This means that the landlord may consent to the making of one of the improvements, but refuse consent to another measure (or consent to one measure, and provide a counter proposal to another measure if appropriate (see section 2.3 below)).
45. In situations where a tenant is not satisfied that their landlord (or the superior landlord) has complied with the Regulations, they may make an application to the First-tier Tribunal against that decision (see section 4.1 for further details). The Regulations do not require a landlord's response to refer to the right to apply to the Tribunal, however in situations where a landlord is refusing consent to part, or all, of a tenant's request it is good practice to inform the tenant about their right to apply to the Tribunal. Typical wording might be:

*"You have a right of appeal against this decision to the General Regulatory Chamber (GRC) of the First-*

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<sup>7</sup> Please note that this condition does not currently apply as no Green Deal finance plans are available.

*tier tribunal. If you wish to appeal you should do so within 28 days of the date of this letter by writing to the General Regulatory Chamber, HM Courts and Tribunal Service, PO Box 9300, Leicester LE1 8DJ.*

*You can obtain an appeal form from that address or from the tribunal website at (website address)."*

46. Please refer to section 4.2 of this guidance for tribunal website address, and for more information on the appeals process.

### **Landlord Installation of measure(s) (Regulation 12(9))**

47. Some landlords may wish to consent to a tenant's request to install specific measures, but carry out the installation work themselves (or use a contractor of their choosing to carry out the work). The Regulations allow for this. In these cases, the landlord must serve a written notice on the tenant (this can be in simple letter form) stating they wish to install the energy efficiency measures and providing the date within six months by which they will carry out the work. This notice must be sent either at the same time as the full response to the tenant's request or, where the superior landlord's consent is required, no later than two weeks after receiving this consent.
48. In cases where the landlord chooses to carry out the work themselves, the tenant will retain responsibility for covering the costs of that agreed work. Where applicable, the notice from the landlord must seek consent from the tenant for any Green Deal plan the landlord proposes to use to fund the improvements and must confirm that the landlord has obtained any required third party consent for the installation of measures, e.g. planning permission, and any consent from the superior landlord which may be required. Note: At present obtaining consent from the tenant for any Green Deal finance Plan is not applicable as no new Green Deal finance Plans are available.
49. Where the tenant agrees to their landlord's proposal to install measures themselves, the tenant may not install those energy efficiency improvements in their original tenant's request unless the landlord fails to install the measures within the agreed timeframe.

### **2.2.2 How to respond to a tenant's request where a superior landlord's consent is required (Regulation 12)**

50. Where a landlord wishes to consent to the tenant's request, but one or more of the requested measures cannot be installed without the consent of a superior landlord, the landlord must serve an initial response on the tenant within one month of the date he received the tenant's request. He must also, within the same timescale, send copies of the tenant's request and any supporting documentation to the superior landlord together with a copy of the initial response. This must be done in writing and may be sent by post (e-mail, fax and other digital methods are also acceptable).
51. Where the superior landlord is a corporate body, the request and documentation may be addressed to the secretary or clerk at that body. Where the superior landlord is a partnership, the request and documentation may be addressed to any partner or a person who has control or management of the partnership business.
52. The initial response must state:
- that superior landlord consent is required;
  - which measures in the tenant's request require the consent of a superior landlord;
  - that the superior landlord has been served with a copy of the tenant's request;
  - whether you intend to serve a counter proposal (see sections 2.3 below); and
  - that you will send the tenant a full response (see sections 2.2.1 for details of what to include in a full response).
53. The superior landlord must serve a superior landlord's response on you, the landlord, no later than six weeks

after receiving a copy of your initial request. The superior landlord's response must state whether he consents to the measures for which consent is required, and where consent is not given, set out the reasons and provide supporting evidence.

54. No later than three months after the date you receive the tenant's request you must provide a full response to the tenant stating whether you consent to the tenant's request, and where applicable whether consent has been provided by the superior landlord. You must provide a copy of the full response to the superior landlord.

### **2.2.3 How to act where you need advice or further evidence to help you decide whether to consent (Regulation 12 (2), (6),(7))**

55. As part of the tenant's request process, tenants are not required to commission a recommendation report, Green Deal report, or surveyor's report. Where they have done so they are required to provide a copy of that report to their landlord with the tenant's request, and in such cases you, the landlord, will be able to use this to confirm the suitability of the measure(s) requested.

56. In any case where:

- the tenant's request did not include a recommendation report, a green deal report, or a surveyor's report which recommended the requested energy efficiency improvements, or
- the tenant's request is for wall insulation – for example cavity wall insulation, or internal or external solid wall insulation (see section 3.2.3 ),
- the tenant's request is for improvements that cannot be carried out without third party consent (see section 3.3.1 below), or
- you intend to rely on the devaluation exemption (see section 3.3.2 below),

you may wish to obtain your own expert advice or evidence to help you decide whether to consent to the improvements in the tenant's request. In all cases a landlord (or superior landlord) considering a tenant's request may wish to consider whether to obtain such assistance in considering a request, because the landlord will have to give reasons/evidence if the landlord intends to refuse a request.

57. In any of the circumstances above, no later than one month after the date you receive the tenant's request you must provide an initial response to the tenant that states:

- you are seeking expert advice about the suitability of measures in the tenant's request,
- whether you intend to serve a counter proposal (see sections 2.3 below),
- you will serve a full response to the tenant in the required timescales.

58. No later than three months after the date you receive the tenant's request you must serve a full response on the tenant (see sections 2.2.1 for details of what to include in a full response). Please note that, where a landlord chooses to seek additional evidence or advice to support the decision making process, any costs incurred in procuring that advice are for the landlord to meet and cannot be recovered from the tenant. Likewise, if third party consent is required before the landlord can provide consent to the tenant's request, and where that consent incurs a cost (for example local authority planning consent fees), the costs will fall to the landlord and cannot be passed to the tenant.

### **2.3 Counter Proposals**

59. You, the landlord, may respond to a tenant's request by serving a counter proposal which proposes one or a combination of two or more energy efficiency improvement(s) which differ from those in the tenant's request. The measures set out in the counter proposal must deliver the same, or substantially the same, savings on energy bills as those requested by the tenant. Where the consent of a superior landlord is required for any of the improvements you wish to propose in your counter proposal, this must be obtained before you make the counter proposal to your tenant.

### 2.3.1 Making an initial response to a tenant's request where you intend to make a counter proposal (Regulation 12 Part 1, 6)

60. Where you, the landlord, decide to provide a counter proposal to your tenant this must be outlined in writing in an initial response to your tenant within a month of receiving the tenant's request. The initial response must state:
- that you intend to provide a counter proposal to the tenant's request and will provide further details as part of a full response to the tenant within the required timescales (see section 2.3.2 below);
  - whether you need to seek superior landlord consent or obtain further information relating to the counter proposal before providing a full response to the tenant;
  - where applicable, whether you need to seek superior landlord consent for any measures in the tenant request and, if so, that you have provided the superior landlord with copies of the tenant's request.
61. Where you, the landlord, intend to provide a counter proposal and where superior landlord consent is required you must provide the superior landlord with:
- a copy of the tenant's request no later than a month after receiving the request from the tenant; and
  - a copy of the counter proposal no later than two months after receiving the tenant's request.
62. Subsequently, and no later than six weeks after the date you provide your tenant with the initial response stating you intend to provide a counter proposal, the superior landlord is required to provide confirmation:
- whether consent for the requested measures is given; and
  - where consent is not given, the reasons and supporting evidence.
- 2 You, the landlord, must then provide your tenant with a full response, no later than four months after receiving the initial tenant's request.

### 2.3.2 Proposing alternative measures in a counter proposal (Regulation 13)

63. When you are ready to submit your counter proposal to your tenant (no later than four months after receiving the initial tenant's request) you should prepare a counter proposal which must:
- be in writing and may be sent by post (e-mail, fax and other digital methods are also acceptable);
  - specify the energy efficiency improvements that you propose as an alternative to those included in the tenant's request;
  - provide confirmation that the counter proposal will deliver the same, or substantially the same, energy bill savings as the measures included in the tenant's request (the probable bill savings of potential energy efficiency improvements for the property can be found on the measures recommendations table of the property's EPC. The recommendations table sets out all cost effective measures for a property, alongside higher cost measures which can achieve even higher energy efficiency standards<sup>8</sup>);
  - specify the works, if any, that you will undertake to 'make good' the property following the installation of the proposed energy efficiency improvements;
  - provide confirmation that the improvements included in the counter proposal will not result in an initial or continuing cost to the tenant that exceeds the cost of the improvements that were outlined in the original tenant's request;
  - specify the date by which you will install the energy efficiency measures, which must be no more than six

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<sup>8</sup> The Regulations state that the energy bill savings for any measures proposed in a counter proposal must be determined using the methodology of calculation of the energy performance of buildings, approved by the Secretary of State in accordance with regulation 24 (1) of the *Building Regulations 2010*. The typical savings given in an EPC report are calculated using this methodology.

months from the date of the counter proposal;

- provide confirmation of any third party consent that is required, for example planning consent, or any superior landlord consent;
- if you are able to fund the measures using a Green Deal Plan, ask the tenant for their consent to this<sup>9</sup>;
- request the tenant's consent to the counter proposal, and inform the tenant that their response must be made within one month.

Where you send a counter proposal to your tenant, the tenant's original request ceases to have effect.

64. The tenant is required to respond to your counter proposal within one month of them receiving the counter proposal. The tenant must confirm in writing to you:
- whether consent is given for the installation of the proposed energy efficiency improvements,
  - where applicable, whether consent is given to any proposed Green Deal Plan to fund the proposed energy efficiency measures.
65. Where the tenant provides consent for measures (and any proposed Green Deal Plan if applicable), you, the landlord, will be required install measures within the time you have stated in your counter proposal (i.e. no later than six months from the date the counter proposal was submitted).

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<sup>9</sup> Please note that this funding option does not currently apply as no Green Deal finance Plans are available.

## Tenant's energy efficiency improvement provisions – Part Three

The following guidance section (part three) is written from the landlord's perspective and provides details on the situations where a landlord may reasonably refuse consent to a tenants' request.

### 3.1 Reasonably refusing consent

#### 3.1.1 When is it reasonable for a landlord to refuse a tenant's request? (Regulation 10)

66. The Regulations state that it is reasonable for you, the landlord, to refuse consent to the tenant making energy efficiency improvements he has requested, in the following situations:
- where a different tenant submitted a tenant's request in relation to the property in the previous six months, and you, the landlord, complied with the requirements of the Regulations in relation to that request;
  - where you, the landlord, or any superior landlord, has been served with a prohibition order or an emergency prohibition order under the *Housing Act 2004*, or have been served with a demolition order under the *Housing Act 1985*, in relation to the property or the building it is in, and that order is still in force (for further detail see section 3.2.2 below);
  - where a local authority has made a clearance area declaration under section 289 of the *Housing Act 1985* in relation to the property, or the building it is in (for further detail see section 3.2.2 below);
  - where the tenant's request relates to the installation of wall insulation – either cavity wall insulation, or internal or external solid wall insulation (see section 3.2.3 and annex C for further details) and you have obtained an expert written opinion advising that this is not a technically appropriate energy efficiency improvement for the property, due to potential damage it may cause to the fabric or structure of the property, or the building it is in;
  - where you, the landlord, wanted to make the same (or substantially the same) improvements to the property in the last six months but the tenant refused his consent (if it was needed) or refused consent to a Green Deal plan to fund those improvements;
  - where you, the landlord, intend to rely on the consent exemption (see section 3.3.1 below);
  - where you, the landlord, intend rely on the devaluation exemption (see section 3.3.2 below).

#### 3.1.2 When is it reasonable for a superior landlord to refuse a tenant's request? (Regulation 11)

67. The Regulations state that it is reasonable for the superior landlord to refuse consent to the tenant making energy efficiency improvements he has requested, in the following situations:
- where a different tenant submitted a tenant's request in relation to the property in the previous six months, that request was served on the superior landlord, and he complied with the requirements of the Regulations in relation to that request;
  - where the landlord or the superior landlord has been served with a prohibition order or an emergency prohibition order under the *Housing Act 2004*, or has been served with a demolition order under the *Housing Act 1985*, in relation to the property or the building it is in, and that order is still in force (for further detail see section 3.3.2 below);
  - where a local authority has made a declaration under section 289 of the *Housing Act 1985* in relation to the property, or the building it is in (section 3.2.2 below);
  - where the tenant's request relates to the installation of wall insulation (see section 3.2.3 and annex C for further details) and you have obtained an expert written opinion (for example a Chartered Building Surveyor) advising that this is not an appropriate energy efficiency improvement for the property, due to the potential negative impact on the fabric or structure of the property, or the building it is in;
  - where the landlord (or superior landlord) wanted to make the same (or substantially the same) improvements to the property in the last six months but the tenant refused his consent (if it was needed) or refused consent to a Green Deal plan to fund those improvements;

- you, the superior landlord, rely on the consent exemption (see section 3.3.1 below);
- you, the superior landlord, rely on the devaluation exemption (see section 3.3.2 below).

## 3.2 Detail on refusing consent

### 3.2.1 Refusing consent where there has been a previous tenant's request (Regulation 10)

68. You, the landlord, may reasonably refuse consent to a tenant's request where you have received a request from any tenant in the same property within the last six months and you had dealt with that request in accordance with the Regulations.
69. You must provide your full response to the tenant's request within one month of the date you received it (see sections 2.2.1 for details of what to include in a full response).

### 3.2.2 Circumstances where a current HHSRS notice on the property means that you can reasonably refuse consent (Regulation 10)

70. The Housing Health and Safety Rating System (HHSRS) is a method of assessing housing conditions (both rented and owner occupied) established by the *2004 Housing Act*. It employs a risk assessment approach to enable risks from hazards to health and safety in dwellings to be minimised, including hazards relating to dampness and excess heat/cold. You, the landlord, may reasonably refuse consent to a tenant's request where specific types of notice under the *Housing Act 2004* have been served on you or the superior landlord for the property and it remains in force.
71. The intention of the *Housing Act 2004* is to ensure that owners maintain their properties in a safe and 'healthy' state (i.e. free from hazards that may affect the occupier's health and/or safety). If a local authority discovers category 1 of hazards in a home, it has a duty to take the most appropriate action. It may also take action for less serious category 2 hazards where this is considered the most satisfactory course of action. (The HHSRS does not deal with a property being inefficient from an energy point of view; rather, action can be taken if there is excess cold or damp at the property, for example, but these two hazards can overlap in a situation where a property needs improvement from an energy efficiency perspective.)
72. Typically, local authorities will aim to deal with problems informally at first, but if this is unsuccessful the council may serve an improvement notice on a landlord requiring them to carry out improvements to the property; for example, by installing central heating and/or insulation to improve cold properties. Where an HHSRS notice is served, the landlord will have to meet the cost of the required work.
73. Types of HHSRS notice that impact on a tenant's request for consent for energy efficiency improvements under the *Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015* are:
- a prohibition order relating to a category 1 hazard (section 20 of the *Housing Act 2004*);
  - a prohibition order relating to a category 2 hazard (section 20 of the *Housing Act 2004*);
  - an emergency prohibition order (section 43 of the *Housing Act 2004*);
  - a demolition order (section 265 (1) to (4) of the *Housing Act 1985*; or
  - a declaration of clearance (section 289 of the *Housing Act 1985*).
74. A prohibition order is a possible response to a category 1 or 2 hazard, and may prohibit the use of part or all of the premises. Where there are one or more category 1 hazards at a property an emergency prohibition order can be made giving specific restrictions on the use of a building, and owners are obliged to comply with the terms of prohibition orders.
75. A demolition order is another possible response to a category 1 hazard where the local authority feels this is appropriate (this course of action is very rarely undertaken). Where a demolition order is made, the authority

must serve a copy of the order on every person who, to their knowledge, is an owner or occupier, is authorised to permit occupation or is a mortgage lender in relation to the whole or part of the premises, within 7 days from the date the order was made. The order itself will specify when the house must be vacated, and will also identify when demolition will take place (any owner-occupier or tenant required to vacate the premises by order will be entitled to rehousing and to compensation).

76. In the most extreme cases, for example where each of the residential buildings in an area contain one or more category 1 hazards, the local authority can declare an area a clearance area (in a building containing flats, two or more of those flats must contain a category 1 hazard before a clearance area can be declared).
77. The *Private Rented Property Regulations* do not take precedence over any of the orders set out above. If an order is in force in relation to a property, or a building it is in, when a tenant's request is submitted, the order must be dealt with.
78. Where you, the landlord, receive a tenant's request, and a notice relating to any of the orders set out above is in force on the property, you must as soon as possible provide a response to the tenant which:
- states you are not providing consent to the requested improvements as a consequence of the active improvement notice or order;
  - provides a copy of the notice or order; and
  - specifies the works you intend to carry out to comply with the notice or order.
79. Where you are the superior landlord and you have been served with an improvement notice in relation to the property or the building it is in, and you have been served with a copy of a tenant's request or a landlord's counter proposal, it is important that you let the landlord know what you intend to do about the improvement notice. The Regulations require you to provide the landlord with a copy of the improvement notice, and let him know what works you intend to carry out to comply with it and by what date, as soon as practicable. This is so that the landlord can pass the information on to the tenant who has made the request.
80. Where you, the landlord, receive a tenant's request, and you have either been served with a relevant improvement notice in relation to the property, or the superior landlord has been served with one and has sent you a copy as described in the paragraph above, you must, as soon as reasonably practicable:
- serve a copy of the improvement notice or order on the tenant, and
  - tell the tenant what works you, or the superior landlord, intend to carry out to comply with the improvement notice or order, and by what date.
81. Where you, the landlord, provide the tenant with a copy of the improvement notice and details of works to be carried out, as described above, the tenant's request ceases to have effect. This is to ensure that landlords and superior landlords are able to prioritise acting on improvement notices. Where a tenant's request ceases to have effect in this way, the tenant may make another tenant's request once the improvement notice has been dealt with.

### 3.2.3 Wall insulation request

82. It is not unreasonable for the landlord or superior landlord to refuse consent to a tenant's request where wall insulation (either cavity wall insulation, an external wall insulation system, or an internal wall insulation system (for external walls)) is proposed, and the landlord or superior landlord obtains written information from a relevant expert (for example a Chartered Building Surveyor), or from an independent installer of the improvement in question who meets the relevant installer standards, that it is not an appropriate measure for the property because it may damage the fabric or structure of the property, or the building of which it forms part.
83. If this outcome is likely, then no later than one month after the date the tenant's request is served the

landlord must provide an initial response to the tenant that states:

- that further expert advice is required and being sought;
- whether the landlord intends to serve a counter proposal;
- that the landlord will serve a full response in the required timescales.

84. No later than three months after the date the tenant's request is served the landlord must serve a full response to the tenant. (For more information on wall insulation, please see the Q&A at Annex C)

### 3.3 Detail on exemptions

#### 3.3.1 *The consent exemption* (Regulation 15)

85. Depending on circumstances, certain energy efficiency measures may require third party consent before they can be installed. Such measures can include external wall insulation or solar panels which can require local authority planning consent in certain instances, or consent from mortgage lenders. Where third party consent is required, you, the landlord, must identify this need and seek consent. Likewise, consent will be needed from any superior landlord where the property is owned on a leasehold basis.

86. Landlords and superior landlords can refuse consent to a tenant's request, if it is a request to make an energy efficiency improvement which cannot be carried out without third party consent, and that consent cannot be obtained. Third party consent includes consent from other tenants in the property (or the building it is in), consent from a mortgagee, consent from a superior landlord, local authority planning permission, approval or consent, or listed building consent. In most cases it will be the responsibility of the landlord, and not the tenant, to seek any necessary third party consents. Note that, where two tenants of the same property make a tenant's request, they will need to agree to the works before they start – thereby obtaining each other's consent. In addition, where the tenant making the request is a leaseholder tenant (see 1.1.2 for definition), he will be required to obtain his tenant's consent before submitting his tenant's request (reg 8(2)(b)).

87. In order to rely on the consent exemption, the landlord, or the superior landlord, must be able to show that he made reasonable efforts to obtain the third party's consent. What constitutes "reasonable efforts" will depend on the circumstances. The landlord must also be able to show that, despite his reasonable efforts, the third party either refused their consent, or granted their consent subject to a condition which it is unreasonable for the landlord or superior landlord to comply with.

88. There may also be cases where a third party simply does not respond to the request for consent by the time the landlord has to serve his response. In those cases, the third party's failure to respond may be taken as a refusal to give consent.

89. Where consent is involved, then no later than one month after the date the tenant's request is served the landlord must provide an initial response to the tenant that states:

- that third party consent is required and is being sought,
- whether the landlord intends to serve a counter proposal,
- that the landlord will serve a full response in the required timescales.

90. No later than three months after the date the tenant's request is served the landlord must serve a full response to the tenant. As noted earlier, if third party consent is required before the landlord can consent to the tenant's request, and where the seeking of consent incurs a cost (for example local authority planning consent fees), the costs will fall to the landlord and cannot be passed to the tenant. This rule holds even in situations where the third party consent is not granted.

### **3.3.2 The devaluation exemption (Regulation 16)**

91. Landlords and superior landlords can refuse consent to a tenant's request where it is a request for consent to make an energy efficiency improvement (or a combination of energy efficiency improvements) which will result in a reduction of the market value of the property of more than 5%. In order to rely on this exemption, the landlord must produce a report from an independent surveyor which confirms that the measures would result in the market value of the property, or the building it is in, being reduced by more than 5%.
92. In such cases, no later than one month after the date the tenant's request is served the landlord must provide an initial response to the tenant that states:
- that further expert advice is required and being sought,
  - whether the landlord intends to serve a counter proposal,
  - that the landlord will serve a full response in the required timescales
93. No later than three months after the date the tenant's request is served the landlord must serve a full response on the tenant. As noted earlier, where a landlord chooses to seek additional evidence or advice to support the decision making process, including any expert advice needed to support a devaluation exemption, any costs incurred in procuring that advice are for the landlord to meet and cannot be recovered from the tenant.

## Tenants' energy efficiency improvement provisions – Part Four

The following section (part four) is addressed to both landlords and tenants. It outlines the steps a tenant may take where he has served a valid tenant's request on his landlord and is not satisfied that the landlord, or the superior landlord, has complied with the Regulations. It also broadly sets out what a landlord might expect to happen if an application is made to the First-tier Tribunal, and links to further guidance.

In all cases it is recommended that the landlord and tenant (and the superior landlord where appropriate) attempt to resolve their dispute informally first, and take expert advice before the matter progresses to the First-tier Tribunal.

### 4.1 The First-tier Tribunal (General Regulatory Chamber)

94. The First-tier Tribunal (General Regulatory Chamber) is administered by Her Majesty's Courts and Tribunals Service. It is the home for a range of rights of appeal and will make rulings related to possible non-compliance with the requirement on landlords (or superior landlords) to provide consent for a tenant's request for energy efficiency measures where reasonable to do so. It will also provide a right of appeal against any tribunal ruling. The General Regulatory Chamber (GRC) is governed by a set of Tribunal Rules which can be found here: [general-regulatory-chamber-tribunal-rules](#). General information on the Tribunal can be found at: [www.gov.uk](http://www.gov.uk).

#### 4.1.1 Applying to the First-tier Tribunal (Regulation 17)

95. Where a tenant has served a valid tenant's request on their landlord and they do not think the landlord has complied with the Regulations in relation to that request, the tenant may apply to the First-tier Tribunal (General Regulatory Chamber) on the grounds that:

- the landlord failed to serve a valid landlord's initial or landlord's full response (see sections 2.2 for more details);
- the landlord served a counter proposal that did not comply with the Regulations (see section 2.3 for more details). This will include whether or not the landlord has acted unreasonably in refusing consent;
- the landlord served a counter proposal, the tenant gave any consent that was required for the works to be carried out, but the landlord did not then make the energy efficiency improvement in the agreed timescales (see section 2.3.2 for more details);
- the landlord refused consent to the tenant making the energy efficiency improvements in the tenant's request and that refusal did not comply with the Regulations (see section 3.1.1 for more details);

96. Where the tenant served a valid tenant's request, and that request was served on a superior landlord whose consent was required, the tenant may apply to the First-tier Tribunal on the ground that:

- the superior landlord refused consent to the tenant making the energy efficiency improvements in the tenant's request, and that refusal did not comply with the Regulations. This will include whether the superior landlord has acted unreasonably in refusing consent.

### 4.2 How to apply to the First-tier Tribunal

Note: the guidance which follows is general.

97. The tenant has 28 calendar days to submit an application from the date of their landlord's decision (or, in cases where no decision is issued, the last date at which the decision should have been issued), and once submitted the tenant is referred to as 'the appellant'. Please note that applications to the First-tier Tribunal attract a charge of £100.

98. The tenant should submit an appeal by sending a notice of appeal to the First-tier Tribunal (General Regulatory Chamber). The notice of appeal can be in the form of a letter, or a completed T98 form which can be found online at [formfinder.justice.gov.uk](#). (please note: guidance on completing the form can be found at:

[hmctsformfinder.justice.gov.uk/GetLeaflet](https://hmctsformfinder.justice.gov.uk/GetLeaflet)). There is power for the Tribunal to extend time if there is a delay in appealing if there is a good reason for the delay.

99. If submitting an appeal in letter form, the notice of appeal must include the following (taken from rule 22 of the GRC Rules):

- the name and address of the appellant (the tenant);
- the name and address of the appellant's representative (if any);
- an address where documents for the appellant may be sent or delivered;
- the name and address of any respondent (the landlord);
- details of the decision or act, or failure to decide or act, to which the proceedings relate;
- the result the appellant is seeking;
- the grounds on which the appellant relies; and
- any further information or documents required by a practice direction.

100. Completed notices of appeal should be sent to:

General Regulatory Chamber  
HM Courts and Tribunal Service  
PO Box 9300  
Leicester  
LE1 8DJ

The GRC can be contacted on 0300 123 4504 and at: [grc@hmcts.gsi.gov.uk](mailto:grc@hmcts.gsi.gov.uk). Staff cannot give advice about individual cases but can assist with process queries.

101. Once submitted, the completed notice will be sent by the Tribunal to the landlord, who is referred to as 'the respondent'. At this point the landlord will have 28 days after the date of receipt to file a response. Their response must include the following:

- the name and address of the respondent (the landlord);
- the name and address of the respondent's representative (if any);
- an address for the service of documents
- any further information or documents required by a practice direction or direction;
- whether the respondent would be content for the case to be dealt with without a hearing; and
- a statement as to whether the respondent opposes the appellant's case and, if so, the grounds for such opposition.

102. The response must be sent to the appellant (the tenant) as well as to the Tribunal. If the response is provided outside of the 28 day limit the respondent must include a request for an extension of time and the reason why the response is late.

103. Under rule 24 of the GRC Rules the appellant (the tenant) may provide a reply to the respondent's (the landlord) response at this point if they wish. If they intend to do so, this must be provided to the Tribunal and the respondent within 14 days. After this point the administrative team will normally refer the appeal to the Registrar or to the Chamber President.

104. Full details and guidance can be found online at: [www.gov.uk/courts-tribunals/first-tier-tribunal-general-regulatory-chamber](https://www.gov.uk/courts-tribunals/first-tier-tribunal-general-regulatory-chamber).

### 4.3 Determination of an application (Regulation 18)

105. If a tenant makes an application to the First-tier Tribunal, the Tribunal will determine whether any of the following is in breach of the Regulations:
- the landlord's, or superior landlord's, refusal of consent;
  - the landlord's initial response;
  - the landlord's full response;
  - the landlord's counter proposal; or
  - the landlord's failure to install measures in accordance with their counter proposal.
106. Rule 32 of the GRC Rules states that the Tribunal must hold a hearing before making a decision which disposes of proceedings. This can be an oral hearing or on the case papers only. If any one party requests that an oral hearing takes place then the Tribunal will hold a hearing. If all parties consent to the appeal determined without an oral hearing (and the Tribunal does not consider a hearing to be necessary) then the Tribunal will consider the evidence and submissions provided by the parties and make a decision based on the papers alone. (Parties will not be required to attend oral hearings but it is usually best to do so. Witnesses may attend to give evidence and answer questions. The Tribunal may notify the parties of its decision orally at the culmination of the hearing.)
107. After considering the facts of the case, the Tribunal will issue a written decision which will include its reasoning. There is no set timescale for the issuing of the Tribunal's written decision, but the decision will be sent to all parties at the same time. The decision notice will also inform the parties of the right of appeal against the decision. GRC decisions are publically available.
108. Where the First-tier Tribunal determines that the landlord, or the superior landlord, has failed to comply with the Regulations the Tribunal may make an Order giving the tenant consent to make any of the relevant energy efficiency improvements in the tenant's request. This means that the tenant will be able to install the improvements specified in their original tenant's request as if the landlord, or superior landlord, had given their consent.

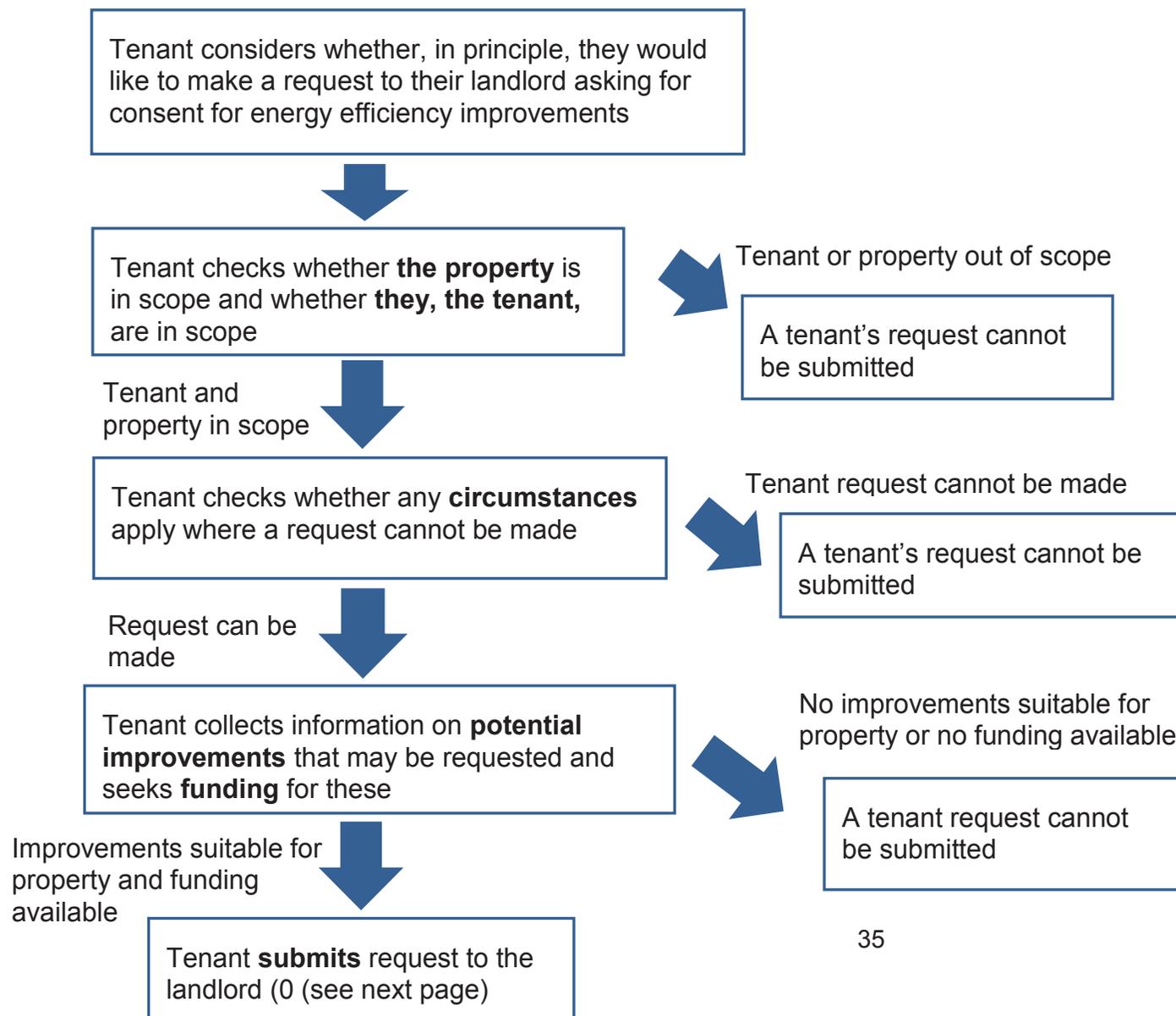
Note: the Tribunal can only give the consent that the landlord, or superior landlord, failed to give. It cannot give consent on behalf of any third party.

### 4.4 Permission to Appeal to the Upper Tribunal

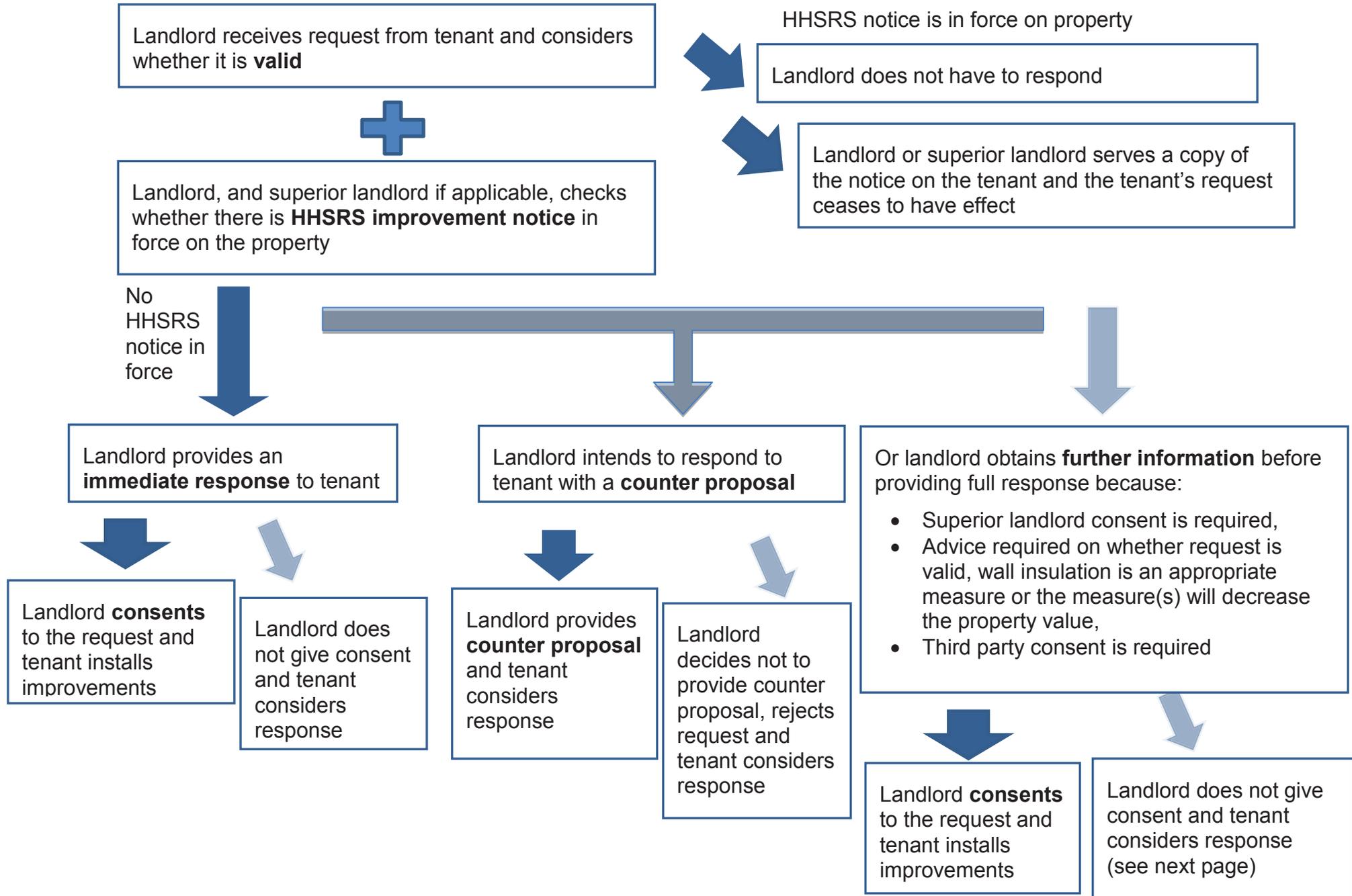
109. Any party in the proceedings may appeal to the Upper Tribunal but only on a point of law that arises from the First-tier Tribunal's decision. However, the party must first apply to the First-tier Tribunal for permission to do so. Further information and full details and guidance on appeals can be found online at: [www.gov.uk/courts-tribunals/first-tier-tribunal-general-regulatory-chamber](http://www.gov.uk/courts-tribunals/first-tier-tribunal-general-regulatory-chamber).

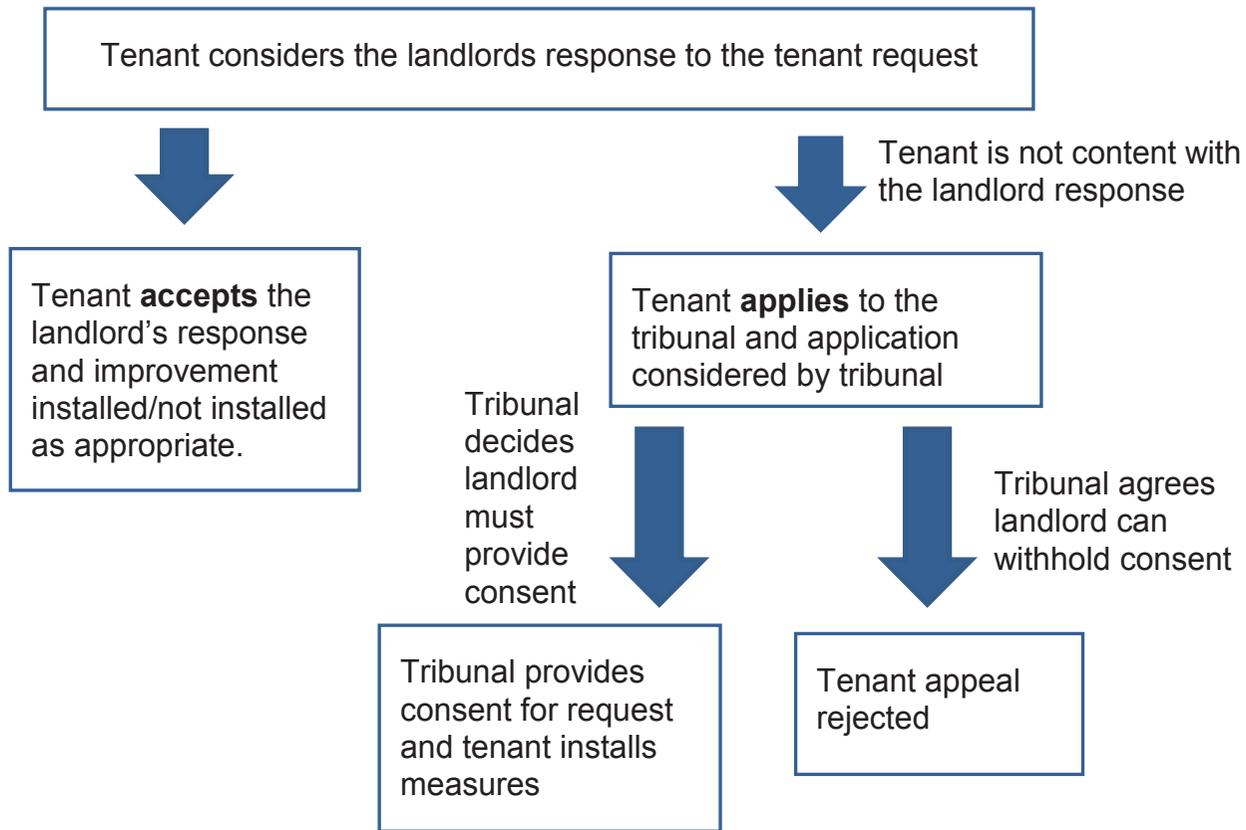
## Annex A

### Flow diagram for process where tenant makes a request to landlord



Flow diagram for process where landlord responds to tenant request





## Annex B

### The Green Deal (Qualifying Energy Improvements) Order 2012 Schedule

- (a) air source heat pumps;
- (b) biomass boilers;
- (c) biomass room heaters (with radiators);
- (d) cavity wall insulation;
- (e) chillers;
- (f) cylinder thermostats;
- (g) draught proofing;
- (h) duct insulation;
- (i) gas-fired condensing boilers;
- (j) ground source heat pumps;
- (k) hot water showers;
- (l) hot water systems;
- (m) hot water taps;
- (n) external wall insulation systems;
- (o) fan-assisted storage heaters;
- (p) flue gas heat recovery devices;
- (q) heating controls for wet central heating systems or warm air systems;
- (r) heating ventilation and air-conditioning controls (including zoning controls);
- (s) high performance external doors;
- (t) hot water controls (including timers and temperature controls);
- (u) hot water cylinder insulation;
- (v) internal wall insulation systems (for external walls);
- (w) lighting systems, fittings and controls (including rooflights, lamps and luminaires);
- (x) loft or rafter insulation (including loft hatch insulation);
- (y) mechanical ventilation with heat recovery systems;
- (z) micro combined heat and power;
- (aa) micro wind generation;
- (bb) oil-fired condensing boilers;
- (cc) photovoltaics;
- (dd) pipework insulation;
- (ee) radiant heating;
- (ff) replacement glazing;
- (gg) roof insulation;
- (hh) room in roof insulation;
- (ii) sealing improvements (including duct sealing);
- (jj) secondary glazing;
- (kk) solar blinds, shutters and shading devices;
- (ll) solar water heating;
- (mm) transpired solar collectors;
- (nn) under-floor heating;
- (oo) under-floor insulation;
- (pp) variable speed drives for fans and pumps;
- (qq) warm-air units;
- (rr) waste water heat recovery devices attached to showers;
- (ss) water source heat pumps.

## Annex C

### Frequently asked questions and further information

#### What is an EPC and when is it required?

Energy Performance Certificates (EPCs) are needed whenever a property is built, sold or rented. Landlords must commission an EPC for prospective buyers and tenants before they market the property to sell or rent. In addition a landlord will be required to commission a new, updated EPC after installing improvements before they let a property. This is a requirement of the *Energy Performance of Buildings (England and Wales) Regulations 2012*.

An EPC contains:

- information about a property's energy use and typical energy costs
- recommendations about how to reduce energy use and save money

An EPC gives a property an energy efficiency rating from A (most efficient) to G (least efficient) and is valid for 10 years.

An EPC is not required for an individual room when rented out, as it is not a building or a building unit designed or altered for separate use.

For more information and guidance on EPC requirements for rental properties see the attached guide:

[www.communities.gov.uk/epclandlordguide](http://www.communities.gov.uk/epclandlordguide).

#### What is the average energy efficiency of properties in the private rented sector?

The average energy efficiency of buildings within the domestic private rented sector has improved over the last 15 years. The average Standard Assessment Procedure (SAP) rating in the rental sector increased from around 40 (an EPC 'E' rating) to just over 55 (an EPC 'D' rating).

The English Housing Survey (DCLG 2012) states that there are around 1 million properties in the private rented sector with an E EPC rating. This figure only relates to England whereas the Private Rented Property Regulations relate to England and Wales.

At present there are a disproportionate number of F and G rated properties in the private rented sector compared to other housing sectors. Up to one in ten properties in the PRS is an F or G EPC rating. Under Part 3 of the *Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015* privately rented F & G properties have to be improved to at least an EPC rating of E from April 2018 to meet the minimum energy efficiency standard.

#### Are Houses in Multiple Occupation (HMOs) in scope of the tenants' rights provisions?

The tenants' energy efficiency improvements provisions enable tenants living in an HMO to request consent for improvements if the tenant is on an assured tenancy, a regulated tenancy, or a domestic agricultural tenancy (see section 1.1.1 of this guidance for more information).

## Insulation Information

### *Loft Insulation*

Around 25% of heat lost from an un-insulated home goes through the roof. If your property has a loft or roof space which is uninsulated, then installing loft insulation is one of the easiest and most cost effective ways of reducing heat loss, improving the thermal comfort of your home, and helping reduce your energy bills.

Your options for roof insulation will depend on the type of roof you have. Pitched (sloping) roofs are more straightforward and there are more options to choose from, while flat roofs and dormer roofs can be more of a challenge to insulate.

For traditional blanket style insulation (glass or mineral wool) the recommended depth of the insulation is 250 to 270 mm. If your property already has insulation, but it was put in some time ago, it is worth checking the depth, as only a few years ago the recommended depth of insulation was 200mm, and before that it was as low as 100mm. Note also that if you have the recommended level of loft insulation, you will no longer be able to store items in your loft or roof space by resting them on the joists. Putting items on insulation weighs it down and reduces its effectiveness.

More information on loft insulation is available on the Energy Saving Trusts website [here](#), and the National Insulation Association website [here](#).

### *Cavity Wall Insulation*

If your property was built after 1919, then it is likely to be of cavity wall construction. Cavity walls consist of an inner leaf an outer leaf, and a gap in between; they lose less heat than solid walls, and are much easier to insulate. Cavity walls can be filled with an insulating material; commonly-used materials include mineral wool, polystyrene beads or foam. Insulating cavity walls will help trap heat and prevent warmth from escaping. The insulation is blown into the wall cavity from the outside of the property through drilled holes. The holes are then filled in with materials that match the brickwork.

Homes built in the last couple of decades are likely to have had insulation put in the cavities when they were built, but if your property is older than that it may not have any wall insulation.

Please note, there are a very few situations where cavity wall insulation cannot be installed in a cavity wall. This is where the wall is in very poor condition and will allow in damp (and therefore should be repaired), combined with being in a very wet and windy, usually coastal, location.

More information on loft insulation is available on the Energy Saving Trusts website [here](#), and the National Insulation Association website [here](#).

### *Solid Wall Insulation*

If your property was built before 1919, its external walls are probably of solid rather than cavity wall construction. While cavity walls are made of two layers with a small gap or 'cavity' between them, solid walls have no gap, so they let more heat through.

Solid walls can be insulated – either from the inside or the outside - by adding a thermal layer of material to the existing wall. Internal solid wall insulation, rather than external, is particularly appropriate where you need to maintain the external appearance of the building (e.g. in a heritage context). Insulating a solid wall property will cost more than insulating one of cavity wall construction, but the savings on heating bills can be greater too. While there are many benefits to solid wall insulation; however there are a number of points to consider:

- Internal wall insulation will need any problems with penetrating or rising damp to be fixed first,
- External insulation may need planning permission - check with your local council,
- External insulation requires good access to the outer walls,
- External insulation is not recommended if the outer walls are structurally unsound and cannot be repaired.

Solid wall insulation will not have to be installed under the tenants' energy efficiency improvements provisions where evidenced expert advice can be produced that shows the measure will cause damage to the property. In addition, in instances where a local planning authority requires planning permission to install external solid wall insulation, and will not grant permission to install on a particular PRS property, solid wall insulation will not have to be installed.

For more detailed information on solid wall insulation technologies visit:

the Insulated Render and Cladding Association website at [www.inca-ltd.org.uk/homeowners](http://www.inca-ltd.org.uk/homeowners)

the National Insulation Association website at [www.nia-uk.org/consumer/understanding-insulation/solid-wall-insulation](http://www.nia-uk.org/consumer/understanding-insulation/solid-wall-insulation),

the Solid Wall Insulation Guarantee Agency website at [www.swiga.co.uk/what-is-solid-wall-insulation](http://www.swiga.co.uk/what-is-solid-wall-insulation).

Further general advice on solid wall insulation is available on the Energy Saving Trust website at [www.energysavingtrust.org.uk/domestic/solid-wall](http://www.energysavingtrust.org.uk/domestic/solid-wall).

### **Funding options under the Tenants energy efficiency improvements provisions**

Where tenants' request consent for energy efficiency improvements from their landlord, it will be up to the tenant to secure adequate funding for the improvements (including funding to cover the cost of the measure itself, installation costs, and any make-good costs associated with the installation). Tenants may use Energy Company Obligation (ECO) funding where available, government or local authority grants or other third party funding, or their own funding for improvements. Green Deal finance is also allowed under the Regulations, but please note that Green Deal finance is *not* currently available.

Tenants can find out if they are eligible for support schemes, such as the Energy Company Obligation (ECO), by contacting the Energy Saving Advice Service (ESAS) on 0300 123 1234. Tenants should also contact their local authority to find out about any available local assistance, such as energy efficiency or heating grants or loans.

#### *Energy Company Obligation (ECO)*

The Energy Company Obligation (ECO) is a statutory obligation placed on the largest energy suppliers by Government that requires them to reduce carbon emissions by promoting and installing domestic energy efficiency measures in households, with a particular emphasis on those at risk of fuel poverty, households in low-income areas and homes which are hard to treat with respect to insulation. Under ECO all funding comes from the obligated energy suppliers, rather than the Government, and they are free to meet their obligation in the most cost-effective way that limits the cost passed to consumer energy bills. This means that they have complete discretion as to where they will install measures and the level of subsidy they decide to apply. In some cases energy suppliers may choose to fully fund measures with no cost to the consumer. In other cases suppliers may only offer partial funding for measures.

More information on ECO can be found on the website of Ofgem, who are the Administrator of the scheme: [www.ofgem.gov.uk/environmental-programmes/energy-companies-obligation-eco/information-domestic-consumers](http://www.ofgem.gov.uk/environmental-programmes/energy-companies-obligation-eco/information-domestic-consumers).

## **Retaliatory evictions - can a landlord evict a tenant after they make a consent request under the tenants' energy efficiency improvements provisions?**

Landlords should never evict a tenant for requesting energy efficiency improvements under these provisions. The Government has worked to ensure that tenants are not unfairly penalised in any way, such as through retaliatory eviction, by making legitimate requests under Regulations, and the Regulations will never require a landlord to evict a tenant to comply with them. The tenant's request process has also been designed to minimise any disadvantages to the landlord, as a tenant would be making a request to improve the landlord's property at no upfront cost.

In addition, since October 2015, provisions in the *Deregulation Act 2015* protect tenants against unfair eviction where they have raised a legitimate complaint about the condition of their home. These provisions require that landlords provide all new tenants with information about their rights and responsibilities as tenants. They also provide that a landlord cannot serve a section 21 notice<sup>10</sup> unless they have complied with certain legal responsibilities. This includes providing the tenant with an up to date energy performance certificate (EPC).

More information and guidance on the *Deregulation Act 2015* is available [here](#).

## **Energy Efficiency and Health**

### **What impacts do cold homes have on health?**

The link between fuel poverty and poor health is clear. Cold homes cost lives, and can affect or exacerbate a range of health problems including respiratory problems, circulatory problems and increased risk of poor mental health. Estimates suggest that some 10% of excess winter deaths are directly attributable to fuel poverty and a fifth of excess winter deaths are attributable to the coldest quarter of homes. Cold related illness puts an increased burden on health and social care services through cold related illnesses and also trips and falls, which increase in the cold. Studies have estimated the cost of treating cold related illnesses and accidents at around £850m a year.

Cold homes can also affect wider determinants of health, such as educational performance among children and young people, as well as work absences.

Government concern about the impact of living in a cold home is embedded in our Fuel Poverty Strategy, committing us to helping the most vulnerable first. We are continuing to work with local delivery bodies exploring how best to assist those with health conditions exacerbated by living in a cold home.

For more information on the Government's fuel poverty strategy visit the government website at: [www.gov.uk/cutting-the-cost-of-keeping-warm](http://www.gov.uk/cutting-the-cost-of-keeping-warm)

## **Energy Saving Advice**

### **Besides installing energy efficiency measures in a property, what other steps can I take to reduce my energy bills?**

There are many simple actions which a householder can take to manage their energy consumption and use energy more efficiently. These include behaviour change actions such as ensuring you do not leave appliances on standby, using economy modes on appliances such as washing machines, making sure lights are not left on in unoccupied rooms, and turning your thermostat down.

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<sup>10</sup> Section 21 notices are eviction notices used by landlords in England & Wales when they want to evict tenants at the end of the fixed term. A landlord must give a tenant a minimum of two months' notice, in writing. Serving a Section 21 Notice can occur at any time after the start of the tenancy but the notice cannot end earlier than the end of the fixed term.

Other practical steps include making sure that you are on the best energy tariff for your needs, or switching your gas and/or electricity supplier to get a better deal.

The Government has produced a booklet, *Keep Warm This Winter* setting out the key steps consumers can make to take control of their energy bills. This guidance provides practical information on managing bills, financial help, help and advice on saving and installing energy efficiency measures and it can be accessed by the following link below:

[www.gov.uk/warmthiswinter](http://www.gov.uk/warmthiswinter)

Depending on your circumstances, you may also qualify for the Warm Home Discount Scheme which, for winter 2015 to 2016 would entitle you to £140 off your electricity bill. To read more about the Warm Home Discount Scheme follow the link below:

[www.gov.uk/the-warm-home-discount-scheme/what-youll-get](http://www.gov.uk/the-warm-home-discount-scheme/what-youll-get)

There are also a number of independent advice agencies set up to provide high quality advice on these and other energy efficiency related issues. Useful numbers and websites include:

#### Energy Advice Services

**Energy Saving Trust and Energy Saving Advice Service (ESAS):** 0300 123 1234 or visit [www.energysavingtrust.org.uk](http://www.energysavingtrust.org.uk)

**Home Heat Helpline:** 0800 33 66 99 (or 0333 300 33 66 – recommended if calling from a mobile) or visit [www.homeheathelpline.org.uk](http://www.homeheathelpline.org.uk)

**USwitch:** 0800 051 5493 or visit [www.uswitch.com](http://www.uswitch.com)

#### Energy Saving Information

**Ofgem:** [www.ofgem.gov.uk/information-consumers/domestic-consumers](http://www.ofgem.gov.uk/information-consumers/domestic-consumers)

**Ofgem's Be an Energy Shopping:** <http://www.goenergysshopping.co.uk/en-gb/how-to-shop>

**National Energy Action:** [www.nea.org.uk](http://www.nea.org.uk)  
[www.nea.org.uk/wp-content/uploads/2015/11/Fuel-Povert-Action-Guide-13th-Edition.pdf](http://www.nea.org.uk/wp-content/uploads/2015/11/Fuel-Povert-Action-Guide-13th-Edition.pdf)

#### Other useful numbers and websites

**Citizens Advice (UK):** 0845 404 0506 or visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

**Step Change:** 0800 138 111 (free for all phones) – Free personal service debt advice.

**Age UK Advice:** 0800 169 6565 or visit [www.ageuk.org.uk](http://www.ageuk.org.uk)

For further information on Government policies which are keeping bills as low as possible you can read the paper *What the Government is doing to keep your energy bill down* by following the link below:

[www.gov.uk/what-the-government-is-doing-to-keep-your-energy-bill-down](http://www.gov.uk/what-the-government-is-doing-to-keep-your-energy-bill-down)





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