

1. Introduction

This subfolder contains documents explaining the provisions of Part 2 of The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015. Part 2 of the Regulations gives residential tenants the right to request energy improvements to their rented property.

Tenants must demonstrate that the improvements can be made at no cost to the landlord. They may be financed by green mortgage, energy efficiency loan or free of charge by an energy efficiency grant (or a combination of the above).

Landlords must not unreasonably refuse a tenant's request if it complies with the 2015 Regulations.

2. "Domestic Private Rented Property"

Part 2 of the 2015 Regulations defines "domestic private rented property". The definition covers assured (and assured shorthold) tenancies and certain other tenancies.

Temporary buildings with a time limit of less than 12 months are excluded from Part 2, as are buildings that are due to be demolished.

3. Relevant Energy Efficiency Improvements

Part 2 applies only to "relevant" improvements. Relevant improvements are:

air source heat pumps	
biomass boilers	
biomass room heaters (with radiators)	
cavity wall insulation	
chillers	
cylinder thermostats	
draught proofing	
duct insulation	
gas-fired condensing boilers	
ground source heat pumps	
hot water showers	
hot water systems	
hot water taps	
external wall insulation systems	
fan-assisted storage heaters	
flue gas heat recovery devices	

heating controls for wet central heating systems	heating controls for wet central heating systems
heating ventilation and air-conditioning controls (including zoning controls)	heating ventilation and air-conditioning controls (including zoning controls)
high performance external doors	
hot water controls (including timer controls)	
hot water cylinder insulation	
internal wall insulation systems (for example, internal wall cladding)	
lighting systems, fittings and controls (including energy saving lamps and luminaires)	
loft or rafter insulation (including loft boarding)	
mechanical ventilation with heat recovery	
micro combined heat and power	
micro wind generation	
oil-fired condensing boilers	
photovoltaics	
pipework insulation	
radiant heating	
replacement glazing	
roof insulation	
room in roof insulation	
sealing improvements (including door and window seals)	
secondary glazing	
solar blinds, shutters and shading devices	
solar water heating	
transpired solar collectors	
under-floor heating	
under-floor insulation	
variable speed drives for fans and pumps	
warm-air units	
waste water heat recovery devices	
water source heat pumps	
a measure installed to enable the tenant to shut off the gas supply to the property where the property is not occupied for a period of more than 23 metres from a main of a gas transmission system	a service pipe to the property and the property is situated within 23 metres of a gas transmission system

4. Tenant's Request for Consent to Carry Out Energy Efficiency Improvements

The tenant's request for consent must comply with Regulation 8 of the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 Regulations. See:

- *Tenant's Request for Consent to Carry Out Energy Efficiency Improvements.*

The tenant's request must:

- Specify the relevant energy efficiency improvements for which consent is sought;
- If relevant, include written consent from any other tenant of the property from whom consent is required;
- Be accompanied by a copy of a relevant energy assessment report, green deal report or energy surveyor's report in which the improvements have been recommended;

- Be accompanied by funding secured by the tenant (e.g. green deal funding), even if the improvement will be provided free of charge (e.g. by an energy company) or that the tenant will wholly or partly fund the making of the improvement;
- If green deal funding is provided for all the improvements, be accompanied by a copy of a green deal installer statement or an installer who meets relevant Green Deal Regulations 2010;
- If green deal funding is provided to fund all or some of the improvements:
 - identify the funding source;
 - require the tenant to provide certain confirmations required under the Green Deal (e.g. Acknowledgement, Redress etc.) Regulations 2010;
 - be accompanied by a confirmation required from another person under the Green Deal Regulations 2010.
- Specify any other improvements the tenant will undertake at its own expense after the improvements are made.

5. When a Tenant's Request for Improvements may be Refused

Regulation 9 of the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 sets out circumstances in which a tenant may not make a request for improvements:

- After the tenancy has ended;
- Within 3 months of the end of a fixed term tenancy, where the tenant has notified the landlord of their intention to vacate;
- Where the landlord has served a valid section 8, notice section 21 notice or notice to quit to end the tenancy;
- Where the landlord has served a notice seeking possession served under section 8(2), section 21(1) or section 194(5) of the Renting Homes (Wales) Act 2016;
- Where the landlord has served proceedings for possession or for a breach of the tenancy agreement and proceedings are ongoing or the Court has made an order for possession;
- Where the tenant has requested an energy efficiency improvement to be made the tenant has not yet received a green deal plan;
- Where the tenant has made a tenant's request in relation to either the devaluation exemption (making the property by more than 5%) or the consent exemption (if the improvement is not granted subject to an unreasonable condition) applied.

6. Landlord's Duty to Consider and Refuse a Tenant's Request

Under Regulation 10 of the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, the landlord must not unreasonably refuse consent to the making of an energy efficiency improvement specified in the tenant's request.

The landlord may refuse to consent to a request where:

- Another tenant has made a request to the landlord in relation to the property and the landlord has complied with the 2015 Regulations in relation to that request;
- A notice has been served on the landlord under the Housing Health & Safety Rating System (HHSRS) in relation to the property and remains in force;
- A demolition notice has been served on the landlord under the Housing Act 1985 in relation to a part of the property and remains in force, in relation to the property;
- The property is subject to a notice under the Housing Act 1985 in relation to a part of the property and remains in force, in relation to the property;
- The request is for an improvement to the property (such as insulation, external wall insulation systems or other measures to improve the energy efficiency of the external walls) and the landlord has obtained a written opinion from a qualified person that the improvement is an appropriate energy efficiency improvement, and the improvement is not an improvement in the fabric or structure of the property;
- The request is for an improvement to the property (such as insulation, external wall insulation systems or other measures to improve the energy efficiency of the external walls) and the landlord has obtained a written opinion from a qualified person that the improvement is an appropriate energy efficiency improvement, and the improvement is not an improvement in the fabric or structure of the property;
- The request is for an improvement to the property (such as insulation, external wall insulation systems or other measures to improve the energy efficiency of the external walls) and the landlord has obtained a written opinion from a qualified person that the improvement is an appropriate energy efficiency improvement, and the improvement is not an improvement in the fabric or structure of the property;
- The request is for an improvement to the property (such as insulation, external wall insulation systems or other measures to improve the energy efficiency of the external walls) and the landlord has obtained a written opinion from a qualified person that the improvement is an appropriate energy efficiency improvement, and the improvement is not an improvement in the fabric or structure of the property;
- The landlord has been reasonably satisfied that the improvement is an appropriate energy efficiency improvement, and the improvement is not an improvement in the fabric or structure of the property;
- An independent valuer has stated that the improvements would result in a reduction of the market value of the property.

There may also be other reasons why the landlord may refuse to consent to a request where it is reasonable for the landlord to refuse consent.

7. Superior Landlord

In some situations, the landlord may be unable to consent to a tenant's request without the consent of the superior landlord.

The landlord must inform the superior landlord of any tenant's request and provide the superior landlord with the landlord's initial response, intended counter proposal (if relevant) and full response.

- *Landlord's initial response to the tenant's request;*
- *Landlord's intended counter proposal;*
- *Landlord's full response to the tenant's request.*

The superior landlord may refuse to consent to a request where it is reasonable for the superior landlord to refuse consent.

8. Landlord's Initial Response

The landlord must provide a response to the tenant's request letter (see section 9 below). In some circumstances, a counter proposal is also required. This is the case where:

- The landlord has received a request for an improvement to the property;
- There is a superior landlord whose consent is required;
- The landlord has received a request for an improvement to an energy efficiency improvement because:
 - the improvement is not accompanied by an EPC recommendation or a surveyor's report;
 - the improvement is to wall insulation and the landlord intends to serve a counter proposal;
 - the improvement is on the devaluation exemption (making the property more valuable by more than 5%);
 - the improvement is an improvement for which third party consent is required.

See:

- *Landlord's Full Response*

The initial response must be served on the tenant within one month of the date of the tenant's request letter. See:

- Whether the landlord has received a request for an improvement to the property;
- Whether the landlord has received a request for an improvement to an energy efficiency improvement because:
 - the improvement is not accompanied by an EPC recommendation or a surveyor's report;
 - the improvement is to wall insulation and the landlord intends to serve a counter proposal;
 - the improvement is on the devaluation exemption (making the property more valuable by more than 5%);
 - the improvement is an improvement for which third party consent is required.

9. Landlord's Full Response

The landlord must provide a full response to the tenant's request letter. See:

- *Landlord's Full Response*

If no initial response is served, the full response must be served no later than one month after the date of the tenant's request letter. See:

If an initial response is served stating that there is a superior landlord and/or whose consent is required, or advice, the full response must be served no later than 3 months after the date of the tenant's request letter. See:

If an initial response is served stating that the landlord intends to serve a counter proposal, the full response must be served no later than 4 months after the date of service of the tenant's request letter. See:

The full response must be served on the tenant within the time period specified above. See:

the tenant's request letter (see section 9 below). In some circumstances, a counter proposal is also required. This is the case where:

the landlord has received a request for an improvement to the property;

There is a superior landlord whose consent is required; or advice before deciding whether to consent to an energy efficiency improvement because:

- the improvement is not accompanied by an EPC recommendation or a surveyor's report;
- the improvement is to wall insulation and the landlord intends to serve a counter proposal;
- the improvement is on the devaluation exemption (making the property more valuable by more than 5%);
- the improvement is an improvement for which third party consent is required.

See: *Landlord's Full Response*

The landlord must provide a full response to the tenant's request letter. See: *Landlord's Full Response*

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If no initial response is served, the full response must be served no later than one month after the date of the tenant's request letter. See:

If an initial response is served stating that there is a superior landlord and/or whose consent is required, or advice, the full response must be served no later than 3 months after the date of the tenant's request letter. See:

If an initial response is served stating that the landlord intends to serve a counter proposal, the full response must be served no later than 4 months after the date of service of the tenant's request letter. See:

The full response must be served on the tenant within the time period specified above. See:

- State, in relation to the proposed energy efficiency improvement whether the landlord gives consent, whether the superior landlord has consented;
 - If green deal improvements are proposed, state whether the landlord is prepared to fund all or some of the improvements, state any confirmations required under the Green Deal (Energy Efficiency Confirmation of Landlord's Consent, Redress etc.) Regulations 2012;
 - Be accompanied by a written proposal made by the landlord (see section 10 below);
 - If the landlord is not giving consent or refusing to give any confirmation required in relation to green deal improvements, state the landlord's reasons and be accompanied by supporting evidence.

- The tenant must respond to the counter proposal within one month of the date of service of the counter proposal.
- *Tenant's Response to the Counter Proposal for Energy Efficiency Improvements.*
- If the tenant does not respond to the counter proposal and (if relevant) green deal confirmation, the landlord must carry out the improvement(s) by the date specified in the counter proposal.

11. Effect of an Improvement Notice under HHSRS

If the landlord receives an improvement notice under the Housing Health and Safety Rating System (HHSRS), the landlord must serve a copy on the tenant and specify the works that will be carried out to address the hazard and the timescale for completion of the works. Any tenant's request for improvements must be taken into account.

11. Enforcement

If the landlord has failed to comply with the 2015 Regulations, e.g., by failing to serve a counter proposal or failing to carry out the works specified in a counter proposal, the tenant may apply to the First Tier Tribunal for an Order consenting to the works specified in the tenant's request.