Global Sustainable Buildings Guide - United Kingdom

Energy Performance Certificates and Minimum Energy Standards

| Contents |
| --- |
| To generate table of contents, right-click here and select **Update Field.** |

# Is there a mandatory form of energy performance certification? When does it apply and are there any prescribed minimum standards?

The Energy Performance of Buildings Directive was given legal force in the UK via a number of pieces of implementing legislation, including the Buildings Regulations 2010 and the Energy Performance of Buildings Regulations 2012. These include requirements to produce Energy Performance Certificates (EPCs) and recommendations for energy performance improvements whenever a building is constructed, sold or rented, and, in some circumstances, refurbished.

The Minimum Energy Efficiency Standard (MEES) regime was put in place by Part 3 of the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (SI 2015/962), following the Energy Act 2011. This regime is intended to improve the energy efficiency of both commercial and residential privately-rented property, though this section of the guide focuses only on commercial rented property.

Under the current MEES regime, any new or renewal lease, or lease extension, granted in relation to commercial properties in England and Wales, must (subject to certain exemptions) have a valid energy performance certificate (EPC) showing an energy efficiency rating for the property between 'A' and 'E' (with 'A' being the best). Ratings of 'F' and 'G' denote the property as sub-standard in terms of energy efficiency.

Since 1 April 2023, this MEES standard has extended to all existing commercial leases, even where there is no change in tenancy arrangements.

There is no formal requirement to improve the energy efficiency of a sub-standard property before a sale (although an EPC will be necessary as part of the sale process). However, MEES must be considered where a sub-standard investment property is being purchased, as the property owner or landlord will not be able to grant new leases without raising the property's energy efficiency to an acceptable level. A new landlord will also need to consider whether that cost could be shared with tenants, review any existing exemptions and consider any potential exemptions from the MEES regulations. A buyer of sub-standard property will not inherit any exemption from MEES compliance that has been previously obtained by the seller and will need to either raise the energy efficiency standard of the property to the permitted level, or satisfy the criteria, and apply for a new MEES exemption.

The required standards for energy efficiency are in flux. The UK government's 2020 Energy White Paper, "Powering our net zero future," revealed its intention for all rented commercial buildings to achieve an EPC rating of 'C' by 2027, and an EPC 'B' rating by 2030. However, the UK government seems to have relaxed that trajectory, though as at the date of publication of this guide, there has been no clarification of what the revised targets for non-domestic buildings might be.

©Copyright © 2025 Baker & McKenzie. All rights reserved. **Ownership**: This documentation and content (Content) is a proprietary resource owned exclusively by Baker McKenzie (meaning Baker & McKenzie International and its member firms). The Content is protected under international copyright conventions. Use of this Content does not of itself create a contractual relationship, nor any attorney/client relationship, between Baker McKenzie and any person. **Non-reliance and exclusion**: All Content is for informational purposes only and may not reflect the most current legal and regulatory developments. All summaries of the laws, regulations and practice are subject to change. The Content is not offered as legal or professional advice for any specific matter. It is not intended to be a substitute for reference to (and compliance with) the detailed provisions of applicable laws, rules, regulations or forms. Legal advice should always be sought before taking any action or refraining from taking any action based on any Content. Baker McKenzie and the editors and the contributing authors do not guarantee the accuracy of the Content and expressly disclaim any and all liability to any person in respect of the consequences of anything done or permitted to be done or omitted to be done wholly or partly in reliance upon the whole or any part of the Content. The Content may contain links to external websites and external websites may link to the Content. Baker McKenzie is not responsible for the content or operation of any such external sites and disclaims all liability, howsoever occurring, in respect of the content or operation of any such external websites. **Attorney Advertising**: This Content may qualify as “Attorney Advertising” requiring notice in some jurisdictions. To the extent that this Content may qualify as Attorney Advertising, PRIOR RESULTS DO NOT GUARANTEE A SIMILAR OUTCOME. **Reproduction**: Reproduction or copying of the Content on this Site without express written authorization is strictly prohibited.