Global Sustainable Buildings Guide - Luxembourg

Energy Performance Certificates and Minimum Energy Standards

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

In Luxembourg, the EU Energy Performance of Buildings Directives (2002/91/EC) have been fully implemented on a national level by the Grand-Ducal Regulation of 9 June 20211 (“**GDR 2021**”), which merges the Grand-Ducal Regulation of 30 November 2007 on the energy performance of residential buildings (“**GDR 2007**”) and the Grand-Ducal Regulation of 31 August 2010 on the energy performance of commercial and office buildings (“**GDR 2010**”).

As mentioned under the section entitled “Green certification,” EPCs have been mandatory since the implementation of the GDR 2007 for all existing residential and nonresidential buildings. Any building permit for a new building or an extension or modification of an existing building needs to be completed by an EPC.

The GDR 2021 sets out minimum energy performance requirements for new buildings, extensions, substantial alterations and conversions. Chapter 3 of the regulation specifies the circumstances in which an EPC is compulsory. These are as follows:

During the construction of a new building subject to an application for planning permission

When extending a building

When modifying a building

When a building has been substantially altered

When there is a change of ownership of an existing building or part of an existing building in the case of a sale

When there is a change of tenant of an existing building or part of an existing building

In the case of a building in which an energy reference area greater than 250 square meters is occupied by a public authority and frequently visited by the public

However, the EPC is not necessary when a property is being sold for demolition, or when it is being sold by formal means, public auction or property seizure.

Article 15 of the GDR 2021 mandates that an extra EPC unique to the parts in question be prepared when a functioning building has parts meant for residential use.

As an illustration of the obligations previously outlined in the GDR 2007 and GDR 2010, Article 17 of the GDR 2021 mandates that the EPC be accessible for review by a prospective tenant or buyer. The building’s categorization must also be mentioned in commercial media marketing.

In the case of a sale, when the change of ownership becomes effective, the original EPC must be attached to the contract. However, in the case of a lease, a certified copy must be provided.

The EPC is a document that describes the energy quality of a house or apartment. The expert assesses the building’s primary energy requirements and heating requirements (building geometry, construction type, insulation, ventilation, heating and water systems) and the building’s greenhouse gas emissions (particularly CO2). The property is then classified into one of the categories, from A (very high energy performance) to I (poor energy quality).

For residential buildings, there is a single type of EPC, maintaining consistency despite energy performance requirement updates.

Nonresidential buildings have two types of EPC, covering new and existing constructions based on energy needs or consumption, respectively. The General Directorate of Energy oversees the certification system, aided by external experts if necessary. A national database collects EPCs, with plans to expand to nonresidential buildings.

The duration of the EPC remains the same as that set by the 2007 and 2010 texts, i.e., 10 years.

[1] [Grand-Ducal Regulation of 9 June 2021 — Legilux (public.lu)](https://legilux.public.lu/eli/etat/leg/rgd/2021/06/09/a439/jo).

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