

The Green Deal and Energy Company Obligation consultation.

Please use the table below as a template to respond to the consultation. It will help us to record and take account of your views.

Also, please provide evidence for your answers and comments where possible.

PERSONAL DETAILS
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CHAPTER 1: Assessment
<p>Q1: Do you feel the proposed requirements on Green Deal assessors set out in the main body and at Annex A of the Code of Practice are clear and robust enough to support the Green Deal assessment?</p> <p>No</p> <p>Please explain:</p> <p>It is difficult to see how the proposal will take many of the DEAs to the standards required to make the accurate assessment required to allow an educated decision to be made by the consumer. This is of particular concern where a property is of a non-standard type of construction or an older property where the techniques used in construction are not always readily visible. There are many issues around the accuracy of existing work carried out by DEAs where a second inspection on a property has resulted in a different banding being provided. Using RdSAP is an assessor going to sufficient accurate, or monitored where a property in falling into or out of a band by a single point. The decisions and subsequently the costs of relying on these decisions is not insignificant.</p>

Q2: Can you think of any requirements that Green Deal assessors will need but that may not be covered by the suggested approach, combining National Occupational Standards (NOS) and Accreditation of Prior Experiential Learning (APEL)?

Your answer:

They will require regular “on the job “monitoring by regular sampling of their work and the guidance given. There is no real provision for this given the likely cost implications.

Q3: In proposing to allow for the market to determine payment of assessors and cost of assessment, are there any further requirements we should be placing on assessors or providers in relation to (a) payment of assessors, (b) the cost of the assessment, or (c) declarations from the assessor?

Your answer:

The whole issue of payments and by whom, is an issue. The ideal would be for the assessor to be totally independent and paid by the consumer. This approach however would fail to stimulate sufficient demand. The alternative being the supplier or the finance provider can only result in the same issues as previously experience from the “door to door” experience of the double glazing salesman or financial services industry in the mis-selling of the correct product in order to obtain a better fee or commission. It would have been better if a method could have been found for the payment to be based on the actual performance of the installation in the reduction of carbon, or the increase in the comfort level for those consumers who had been unable to afford sufficient warmth.

The assessment should be a document retained on a database independent of the assessor, which requires a declaration of the fee, by whom it was paid, and a “fact find” sufficiently detailed to all to provide an evidential base that sufficient comparisons were made between alternative products to ensure the consumer had sufficient information on which to base their decision.

If the assessor is “tied” to a specific provider it is imperative that the consumer is aware of that which would require a declaration from the consumer confirming the fact they had the information and that the same initial assessment could be used with a different provider, which could result in a different installation cost.

Q4: Do you agree with our proposed approach to third party assurance and enforcing compliance for those providing Green Deal assessments?

Agree.

Please explain:

This is a “must”, as is the monitoring of the compliance. This is a hidden cost of the service and it must be remembered that as in any area compliance costs are not insignificant when they are sufficiently robust and particularly in markets where the consumer may be in a very vulnerable category. Many of those who could benefit most from “Green Deal” are amongst the most vulnerable in the community, to include the elderly, the economically poor, and those with English as a second language.

Q5: Should the current EPC validity period for property transactions be used for Green Deal purposes or is a shorter validity period more likely to meet the needs of the Green Deal process?

Your answer:

As has been stated regular changes to Rd SAP and also changes of occupancy and usage will have an impact on the accuracy of reports. However, it is essential that a further EPC is not required every time a property changes hands. This is particularly true for the Private Rented sector where the occupier can change on a regular basis. There is a distinct lack of appreciation in that sector of the EPC, where the landlord and the agent both report that the tenant has no particular interest in the EPC. This has resulted in many reports of non-compliance and little or no enforcement. The tenant consumer may have little option in certain parts of the country but to accept a property, regardless of the energy efficiency, due to acute lack of housing. This does result in the most economically poor residing in the lower rated properties due to affordability. This issue will be worsened in some parts of the country with the changes being made by capping of Housing Benefit and potential again with a move to the single payment for benefits.

Q6: Do you think that this approach to identifying and assessing non-domestic buildings, based upon the requirements and tools for Energy Performance Certificates, will capture all non-domestic buildings and business sectors for which the Green Deal is relevant?

Yes/No/I don't know (please delete as appropriate)

Please explain:

No response

Q7: Are there alternatives to the simple approach to providing running cost savings in the non-domestic assessment that we should consider?

Your answer: This would appear to be the sensible approach given how varied usage of identical structures can be across the sector.

CHAPTER 2: Measures, products and systems

Q8: Which measures should be added to the list of qualifying measures in Annex 1 for non-domestic properties, and what evidence is there that these measures improve the energy performance of buildings?

Your answer:

No response

Q9: Will the existing Appendix Q process, which will allow new measures to be added to the Green Deal assessment tools, and to the list of qualifying improvements, support innovation in the market and how could the process be improved? In particular, what support could SMEs benefit from?

Your answer:

It would appear that a system already exists for this and the experience gained since its introduction should be used to ensure that it is sufficiently robust. It is also important that the system is capable of producing a quick accurate assessment to be made of a new product. This will allow for new technology to become more affordable more quickly as it can significantly deter development and innovation if products cannot find a route to market to allow a return of the cost of development.

Q10: What innovative ways can the government use to encourage uptake of a package of measures and could our existing proposals support this.

Your answer:

No Response

Q11: Please provide views on the potential inclusion of hard-to-treat cavities (and potentially other measures of a similar type), and proposals for how properties might be accommodated in the ECO without excessive complication or perverse consequences.

Your answer:

No Response

Q12: We propose that the ECO Carbon Saving obligation should be achieved primarily by promoting and installing solid wall insulation. Should any other measures be supported, and how would these be defined?

Your answer:

It would appear reasonable that as part of the object is to reduce carbon that measures with a low carbon output should be included. These should include renewable energy production. Many of the solid wall type properties are found in rural environs, which are likely to be off grid for gas. They do however tend to have external space suitable for ground source heat pumps, from which an urban property may not benefit. Solar power is also more viable as many have the preferable N/S facing aspect as an inherent feature.

Q13: For the ECO carbon saving obligation, we propose that any other carbon saving measures should only be eligible when delivered as part of a package with solid wall insulation. Do you have any suggestions for the criteria by which eligibility within packages should be restricted, explaining why you think any such restrictions should be included?

Your answer:

It should be remembered, when making such a decision that there will be situations such as listed buildings where neither internal nor external SWI will be desirable. It should prevent other measures which could be carbon reducing from being permitted.

Q14: We propose that *any measure* should be allowed under the Affordable Warmth obligation, provided it allows eligible households to heat homes more affordably. If you disagree, or feel there are risks to this approach, please explain and set out any restrictions you believe should be put in place.

Your answer:

This would seem a reasonable and sensible approach. Longer term issues such as rising fuel prices or security of the energy supply should be considered when advice is provided. It may well be that a consumer makes a decision based solely on today, when the decision may be marginal. Where it may appear to be marginal today it could be very beneficial in the future and the consumer may only make the decision once and remain oblivious to the fact that the changes in pricing or cost has change the balance from failing the “Golden Rule” to being viable or indeed extremely beneficial or desirable.

Q15: Do you have any suggestions for whether and how we should score, boiler repairs under the Affordable Warmth obligation, such that where repairs are more cost-effective than replacement systems, without significant impact on efficiency, these can be promoted?

Your answer:

No response.

Q16: We are proposing that any heating measures should be allowed under the Affordable Warmth obligation, including for households off the gas grid, and extra incentives should not be put in place for air or ground source heat pumps. Do you have any evidence to bring to bear on the performance of heat pumps to improve the ability of vulnerable households to heat their homes affordably?

Your answer:

No response

Q17: To what extent can existing product lists, such as the list of Microgeneration Certification Scheme compliant products be used as the starting point for the Green Deal Products list?

Your answer:

This would appear a reasonable and sensible starting point. Cognisance requires to be taken of the adequacy of the supply chain and the source of the supply chain. Sufficient consideration also requires to be made, as far as is practical of the source of the products and both the reliability of the supply, and the wider economic impact. Funding of £200 million has been made available for “Green Deal” which cannot be used for marketing etc. Perhaps one possible use could be seed capital for manufacturing within the UK for companies wishing to enter the market who would have difficulty in obtaining SME financing. If this were in the form of part loan part grant then it would also become self- generating going forward.

Q18: Do you agree that allowing enhanced product performance to be recognised in the Green Deal financing mechanism is useful? Do you have any specific views on how this approach could be implemented?

Your answer

We agree with the concept but have no specific views as this is of a technical nature not pertinent to our area of expertise.

CHAPTER 3: Green Deal provider and plan

Q19: Are surety bonds the most effective, efficient way to ensure customers are protected in the event a Green Deal provider becomes insolvent or has their licence revoked? What should be the minimum requirements of a Green Deal surety bond be and how much should Green Deal providers be required to insure?

Yes/No/I don't know (please delete as appropriate)

Yes

Please explain:

They should be adequate to protect the consumer for not only the cost of the works but for any consequential damage to a property which could become evident in the future and the re-instatement of that damage as well as consequential loss. There is anecdotal evidence of solar panels being incorrectly installed and consequential roof damage. It is important that a domestic consumer does not get left in a void between Green Deal warranty and traditional building insurance. Such remedial work could cost many times that of the installation. We have no opinion on actual figures required but it is likely to vary between products being installed. Loft insulation could be minimal but the solar example could be large.

Q20: Does our proposed approach to authorisation and oversight of Green Deal providers ensure the necessary standards of consumer protection and proportionate redress without creating barriers to entry into the market?

Yes/No/I don't know (please delete as appropriate)

no

Comments:

It is hard to see how the proposal in para 20 of the chapter can be fit for purpose. The detrimental effect on the consumer can be just as great regardless of the size of the provider and the penalty should therefore reflect that fact rather than business size. Consumers are unlikely to be aware of the size of a provider or the business models used by them in an effort to reduce liability. It is essential that any process should be sufficiently robust to ensure the consumer does not suffer undue delay in receiving clarification of decisions and recompense. Such delays could impact on the most vulnerable of consumers.

Q21: How much weight should be given to the argument for placing financial responsibility for late payment with the payee?

Your answer:

A transferable consumer credit agreement is an untried instrument. The original bill payer may be long gone from a property and the new payers circumstances totally different to those of the original bill payer. This is likely to be a major concern in residential property with regular changes of bill payer such as evidenced in parts of the Private Rented Sector.

There are strong arguments which could be made that it would be more appropriate for it to remain with the owner of the property and sufficient incentive given to the landlord to utilise LESA for a wider range of products than currently available.

If the evidence available from Australia, for example , that property values increase over time for an efficient property in comparison with a similar inefficient property, it taken into account it would seem fair that the ultimate beneficiary was also the bill payer.

Q22: What are your views on the government's proposal of requiring Green Deal providers to offer insurance-backed warranties for the entire repayment period? Please provide evidence to support your views.

Your answer:

We would agree with the proposal but present no evidence.

Q23: What are your views on the government's proposals regarding changes to the Consumer Credit Act for Green Deal Plans?

Your answer:

Consideration requires to be given to any inconsequential impact of this action. The action appears to be a fix rather than a thought through policy. The status of a bill payer can change during the lifetime of an agreement. E.G. a PRS property tenant changes from individual to a company. There is no apparent provision for this.

Q24: What are your views on the Government's proposals regarding consumer protections for those Agreements which do not fall within the scope of the CCA?

Your answer:

The comments around this make no real proposals for the scenario in our answer to Q23. There are many properties in the PRS which change from consumer to business and back again over a short period, i.e. months rather than years. There are also situations where tenancies will traditionally be in the name of a charity, RSL, or local authority to provide accommodation to some of the most vulnerable occupiers, but on a short term basis. Properties come in and out of this type of use. The bill payer can be either the occupier or the property owner or the organisation taking a lease and granting a license to occupy.

CHAPTER 4: The Golden rule

Q25: Is it necessary to afford consumers additional protections and extra comfort where they take out green deal plans in excess of £10,000? If so, is the proposed protection of reducing the saving estimate appropriate and is the 5% figure the correct adjustment?

Yes/No/I don't know (Please delete as appropriate)

Yes

Please explain:

It would seem reasonable to provide protection. By not doing so it would give added complication to the process.

Q26: Do you agree with the approach to the Year One charge that can be used in a Green Deal Plan?

Agree/Disagree/ I don't know (Please delete as appropriate)

Please explain:

No response

Q27: What would be the benefits of allowing Green Deal providers to vary the interest relating to a Green Deal plan in line with the most appropriate component of the fuel and light index?

Your answer:

This would give added confusion to the product and would appear an unnecessary complication. A fixed rate provides certainty to the consumer. Had it been suggested we could have had a base rate at .5% for as long as we have had, or for that matter that mortgage rates would return to 15% as experienced in the 1980's then different decision could well have been taken by the consumer. There is also evidence that variable rates of consumer finance are much higher than fixed rate and do not always react to market rates in an appropriate manner. Credit Cards are a good example with variable rates currently upwards of 16% with a base rate of .5%. Such a situation could be unacceptable for a basic commodity such as heating and lighting.

Q28: Do you agree with the proposed approach to how the Green Deal charge can vary in subsequent years of a Green Deal Plan?

Agree/Disagree/I don't know (please delete as appropriate)

Disagree

Please explain:

Businesses require to make long term business projects with a degree of certainty. The impact of Green Deal borrowing on business credit ratings requires a strong degree of certainty for SME, many of whom are no more a sophisticated model than a domestic consumer.

Q29: Is £150 or 5% of the total Green Deal package (whichever is the least amount) an appropriate limit on the amount of cash incentives which can be offered by Green Deal providers?

Your answer:

No response

Q30 : Do you agree our proposed approach to the Golden Rule principle strikes the right balance between ensuring the necessary consumer protection mechanisms are in place whilst not unduly stifling ambition and investment in the Green Deal?

Agree/Disagree/ I don't know (please delete as appropriate)

Please explain:

No response

CHAPTER 5: Delivering equitable support and tackling fuel poverty through the Green Deal and ECO

Q31: Do you agree that eligibility for Affordable Warmth measures should be restricted to households who are in receipt of the benefits and tax credits similar to the CERT Super Priority Group and who are in private housing tenures?

Agree/Disagree/ I don't know (please delete as appropriate)

Agree

Please explain:

There has to be some form of measurement. This would seem the most appropriate

Q32: We propose seeking a voluntary agreement with ECO obligated companies as to how they commit to following up referrals. Do you have any suggestions as to what this commitment should consist of?

Your answer:

No response

Q33: Do you have any evidence or views to put forward on whether the benefits of ECO as a whole, or of the carbon saving obligation within it, are or are not likely to be distributed equitably to all income groups? If so do you think regulatory intervention is necessary to ensure a more equitable pattern of delivery and, in particular, do you have any comments on the likely effectiveness of setting a 'distributional safeguard' as a means of achieving this?

Your answer:

The difficult with this is the economy of scale for the provider when dealing with different mixes of tenure. It will be more difficult to identify the property likely to qualify within the PRS as opposed to the Social Rented Sector. Temptation will be to focus on the low hanging fruit, in clusters rather than the scattered as in the PRS.

CHAPTER 6: Consent, disclosure and acknowledgement

Q34: Do you think the framework for consent for the Green Deal charge and measures provides effective protection for the parties involved.

Yes/No/I don't know (Please delete as appropriate)

Yes

Your answer:

It is the only practical solution although the complexities of the property sector do mean that the complaint and redress process will be a difficult route for a dissatisfied consumer to follow to a conclusion.

Q35: What is the best way to draw the future bill payer's attention to the acknowledgement wording?

Your answer:

It is important that this information does not get "hidden away" within sale agreements or tenancy agreements and should be a standalone form.

Q36: What will property professions need to do to assist with the effective discharge of the disclosure and acknowledgement obligations? If property professionals assume a duty to discharge these obligations on behalf of property owners, should they face the same consequences as the owners, where they fail to do so?

Your answer:

A separate form requiring a statutory signed declaration is the only way to ensure compliance. The professional acting for the owner must not be in a position to facilitate a deceptive action by the owner. It would appear making them equally liable would be the only secure method of dealing with this. They would then require retaining a copy for the normal prescriptive period for business records of 6 years. Modern technology allowing scanning makes this a less onerous obligation as opposed to large paper files which could be lost or become illegible.

Q37: Are there any other situations in which disclosure and acknowledgment should be required which might fall outside the proposed framework?

Your answer:

No

Q38: Do you think 30 days after receiving the first electricity bill is an appropriate time limit within which someone can dispute disclosure of the Green Deal?

Your answer:

Yes

Q39: Do you agree with the Government's approach to allowing Green Deal providers to require early repayment in certain circumstances?

Your answer:

The scenario used would seem appropriate

CONSENT CALL FOR EVIDENCE

How significant do you think consent barriers might be for uptake of the Green Deal in the domestic property sector?

Your answer:

It will undoubtedly be a major problem in domestic leasehold property. Cavity wall installation could be block by either the freeholder or one tenant failing to give consent. Consents are notoriously slow in being obtained and consumers may decide that the hassle factor is too great. The provider may also lose interest in following through with the transaction. Such delays could also have an impact on the accuracy of the recommendations

How significant do you think consent barriers might be for uptake of the Green Deal in the non-domestic property sector?

Your answer:

Similar issues could arise in certain types of non domestic property. E.G. retail properties below residential property.

Is there any relevant evidence from past or current retrofit schemes, or improvement/maintenance works suggesting that consent may be a problem under the Green Deal?

Your answer:

No reponse

Are you able to propose any practical solutions to potential consent barriers, particularly drawing on voluntary and non-regulatory mechanisms?

Your answer:

No response

Chapter 7: Installation

Q40: Are there any government backed and accredited scheme standards which operate at present (in addition to the Microgeneration Certification Scheme and Gas Safe), that could be considered as meeting the new Green Deal standard already?

Your answer:

No response

Q41: It is not yet clear what the accreditation requirements for GD/ECO will be and how they will impact on incumbent firms in the market. Further work is being carried out to understand and quantify the nature of the impact of these, particularly for those firms that are micro-businesses. We welcome views from incumbent CERT installers on what the potential implications of changes to accreditation would be.

Your answer:

No response

Chapter 8: Payment collection

Q42: Do you agree with our proposed debt thresholds? If not, please suggest alternative thresholds with appropriate supporting evidence.

Agree/Disagree/ I don't know (please delete as appropriate)

Please explain:

No response

Q43: Do you believe that electricity suppliers as well as Green Deal providers should have the right to prevent customers from taking out a Green Deal finance arrangement if these thresholds are exceeded? Please give reasons for your answer

Yes/No/I don't know (please delete as appropriate)

Don't know

Please explain:

Q44: Do you think additional infrastructure is required to facilitate payment remittance?

Your answer:

No response

Q45: Do you agree with the proposed 72 hour period for the transfer of payments? If not, please suggest an alternative with appropriate supporting evidence.

Agree/Disagree/ I don't know (please delete as appropriate)

Agree

Please explain:

This would seem an appropriate timescale

Q46: During this 72 hour period, should the electricity supplier maintain an account balance at least equal to the total value of Green Deal payments being held?

Your answer:

No response

Q47: Do you have an alternative suggestion for reducing the burden on smaller suppliers that would not lead to a potential reduction in the number of electricity suppliers available to Green Deal customers?

Your answer:

No response

Q48: Do you agree with the proposed threshold for the smaller supplier opt in? If not, please suggest an alternative threshold with appropriate supporting evidence.

Agree/Disagree/ I don't know (please delete as appropriate)

Don't know

Please explain:

Q49: Do you agree with the proposed level of the annual administration fee? If not, please give reasons for your answer and, if relevant, provide additional evidence of likely cost impacts.

Agree/Disagree/I don't know (please delete as appropriate)

Please explain:

No response

Q50: Do you agree with retaining the existing £200 arrears limit (including Green Deal repayment arrears) for prepayment customers with a Green Deal plan? If not, please suggest an alternative limit with appropriate supporting evidence.

Agree/Disagree/I don't know (please delete as appropriate)

Agree

Please explain:

If the Golden Rule works then there should be no requirement to make a change

Chapter 9: Delivering Green Deal and ECO

Q51: Do you agree that stipulating strict regulatory quotas for partnering with specific types/numbers of third party delivery agents might be unduly burdensome, and the development of a brokerage model may be a more effective means of achieving the desired outcome?

Agree/Disagree/I don't know (please delete as appropriate)

Please explain:

No response

Q52: Do you agree that it is desirable that energy suppliers should have to fulfil some or all of the (carbon) obligation by spending money promoting measures through those organisations who are able to provide the most cost effective delivery options?

Agree/Disagree/I don't know (please delete as appropriate)

Agree

Please explain:

It would seem an appropriate route to market for the promotion of measures.

Q53: Do you agree that we should seek a firm commitment from the ECO suppliers that they will use brokerage for a defined and significant percentage (e.g. 50%) of their obligation? If so, what level do you consider this should be?

Agree/Disagree/I don't know (please delete as appropriate)

Please explain:

No response

Q54: Do you have any further comments on the detailed design of a brokerage, or any alternative mechanism that ensures the most cost effective delivery?

Your answer:

No response

Chapter 10: Consumer protection

Q55: Do you agree the Energy Ombudsman should have a role in helping customers secure redress in the Green Deal? If yes, what further powers will the Energy Ombudsman need to investigate compliance by Green Deal Providers and householders? If no, please explain why not.

Yes/No/ I don't know (please delete as appropriate)

Yes

Please explain:

This would appear to be the most reasonably place organisation to provide such redress. They already have experience in the sector and large parts of the supply chain are used to working with them. It should allow for a robust dialogue to ensure a minimisation of complaints requiring redress.

Adjudication and redress can be costly and do impact of the cost of the product or service being provided either directly or indirectly and thus clear guidelines, policy, and implementation do assist in ensuring that redress is an affordable option, where it has to be taken that there is no option but to have such a vehicle.

Chapter 11: Setting the ECO and target metrics

Q56: Do you agree that targets of 0.52 million tonnes of CO₂ per year saved, and £3.4 billion reduction in notional lifetime costs of heating by March 2015 represents the correct balance between ensuring high levels of delivery and minimising costs that could potentially be passed through to consumers?

Agree/Disagree/ I don't know (please delete as appropriate)

Do not know

Please explain:

No response

Q57: Do you agree with the estimated costing of this scale of ECO at £1.3bn p.a. as set out in the Impact Assessment? Do you have additional evidence on the costs and benefits of the proposed targets for consideration in further analysis?

Agree/Disagree/ I don't know (please delete as appropriate)

Do Not know

Your answer:

No response

Q58: The division of the overall ECO between energy companies could be based on share of customer accounts, or sales volume. Do you have a preference as to which metric should be preferred, taking into account possible impacts on distributional equity? Please provide evidence for your views.

Your answer:

We believe it has to be proportionate to the market sectors which it supplies. Some areas will be much easier to achieve an objective than others.

Q59: We propose that savings calculated through the SAP-based Green Deal Assessment methodology be used as the basis for ECO targets and scoring. Can you envisage any undesirable or inadvertent effects, that this approach might result in? If so, please provide details and evidence

Your answer:

No response

Q60: Should targets and scores for the Carbon Obligation and/or the Affordable Warmth Obligation be expressed on the basis of the annualised savings of measures or the lifetime savings?

YOUR ANSWER:

Both should be measured. The annual saving will be easier to achieve and an adjusting model would require to be developed for longer term figures. This would have particular reference to the scores as undoubtedly some products will, in practice score better than anticipated, whilst others less so. The objective has to be the maximisation, but also the greatest degree of accuracy achievable.

Chapter 12: Green Deal monitoring and evaluation and ECO administration

Q61: Is there other information the Government should collect in order to enable effective monitoring, evaluation and reporting on the performance of the Green Deal and ECO?

Your answer:

No response

Q62: Should DECC be responsible for administering the ECO, with technical functions outsourced to the private sector, or should Ofgem administer the scheme? Please provide evidence to support your views

Your answer:

Government department are not trusted by the consumer to effectively monitor the effectiveness of their own schemes. The private sector could similarly be seen to be benefiting at the consumers expense, and self monitoring and self regulating does not increase the consumer trust. Ofgem are the body with the most likely success in being believed and understood.

General comments

Q63: In addition to the specific questions asked throughout this consultation document, do you have any other comments on any aspect of our proposals?

The “Green Deal” faces a major challenge in being understood and taken up by the consumer. Many consumers fail to believe or understand carbon reduction, nor the need for it. Nor do they understand the security of supply issue because Government fail to make these readily understood. Even within the “experts” there are huge differences in opinions and understandings.

In the Private Rented Sector the lack of finite detail will be hindrance to successful take up, as will the lack of housing stock. Should a property owner not be allowed to rent out a property, the impact is likely to be that the property will be sold, very possibly to an owner occupier, who will do nothing about the energy efficiency. This will actually work against the desire and objective to improve the efficiency with the domestic housing area.

The sales market and the lettings market will have to increase awareness of the EPC in marketing under proposed changes in both 2012 and 2013. This could result in the consumer being more aware of the EPC rating but it will not necessarily bring about the retrofit of the property. The message around marketing of “Green Deal” and energy efficiency generally requires to be strong, vigorous, robust and most importantly, independent.

Figures are quoted from such countries as Australia, where it is understood that the value of energy efficient property increased by about 6% over a period of year against a property which had not been improved. However the supply chain is more robust in Australia and until “like for like” comparisons are available in the UK market we are concerned about the uptake. That in itself leads to mis-selling as the provider and advisor/assessor comes under greater pressure to make profit and meet targets.