It is important that consumers who are responsible for paying their energy bill are able to switch supplier easily and fairly. This factsheet sets out the rights of tenants in choosing their own energy supplier.

What are your energy rights as a tenant?

Under Ofgem rules if a tenant is directly responsible for paying the gas and/or electricity bills, they have the right to choose their own energy supplier and the landlord or letting agent should not unreasonably prevent this.

The only circumstance where a landlord has the right to choose the energy supplier is when they are directly responsible for paying for the gas or electricity. This might include situations where:

- the landlord pays the energy supplier directly and reclaims the money from the tenant. The rules about this can be found here [http://www.ofgem.gov.uk/domestic-consumers/Documents/11782-resaleupdateoct05.pdf](http://www.ofgem.gov.uk/domestic-consumers/Documents/11782-resaleupdateoct05.pdf)
- the landlord incorporates the cost of energy within the accommodation charges
- the landlord assumes responsibility for the supply between tenancies.

Tenancy agreements & default suppliers

- There may be some circumstances when a letting agent or landlord has a preferred supplier which is set as the default supplier as part of the tenancy agreement.
- Ofgem rules state that tenants should be made aware by landlords and letting agents of any tie-ins with specific suppliers and should receive details at the outset of applicable tariffs and charging details.
- You are entitled to change supplier at any time if you are responsible for paying the energy bill and should not be unreasonably prevented from doing this.

If there is a default supplier clause in your tenancy agreement

- If you notice the clause before you sign the tenancy agreement, you may wish to talk with your landlord or letting agent to see if you can renegotiate this clause. If following this conversation you cannot change the clause, you are still entitled to switch supplier.
- If you notice after you have signed the agreement, you are still entitled to switch at any time as long as you are responsible for paying the bill.
- You might also be required by a clause in the contract to tell the landlord or letting agent if you switch supplier, and to return the account to the original supplier at the end of the tenancy.
- A landlord should not unreasonably restrict your ability to switch payment method, for example from a prepayment meter to a credit meter, but you might be required to switch the supply back to a prepayment meter at the end of the tenancy. There may also be costs involved in changing the method of payment.
If you have difficulty switching

If you believe the supplier is unreasonably preventing you switching, you should first contact the supplier that is blocking the transfer to ask for their reasons. Energy companies are subject to strict complaints handling standards which are backed up by an independent Ombudsman (Ombudsman Services: Energy).

Complaints and enquiries

Energy companies have a maximum of eight weeks in which to resolve your complaint. If they cannot resolve it you can ask the Ombudsman to investigate. The Ombudsman has a range of remedies at its disposal including the awarding of compensation, and its decisions are binding on the company but not on the customer.

If you are having difficulty with your landlord or letting agent specifically or need advice about an energy matter, you may wish to contact the Citizens Advice consumer service. They provide free, confidential and impartial advice on consumer issues. You can contact the Citizens Advice consumer helpline on 08454 04 05 06.

Further information about complaints and enquiries can be found here: [http://www.ofgem.gov.uk/Media/FactSheets/Documents/409Domesticcustomerfactsheet_WEB18_2_13.pdf](http://www.ofgem.gov.uk/Media/FactSheets/Documents/409Domesticcustomerfactsheet_WEB18_2_13.pdf)

This factsheet focuses on your energy rights as a tenant. More information on tenants’ rights, including ‘Guidance on unfair terms in tenancy agreements’, can be found on Office of Fair Trading’s website [www.oft.gov.uk](http://www.oft.gov.uk)

Top Tips

1. Read your tenancy agreement before signing – look out for any clauses on energy suppliers.

2. Remember, if you are responsible for paying the gas/electricity bill you are entitled to switch at any time and this cannot be unreasonably prevented by your landlord/letting agent. When you move into a property, take meter readings and phone up your supplier to submit them. When you move out do the same.

3. If you want to switch, shop around for the best energy deal.

4. Inform your landlord or letting agent if you intend to switch supplier.

5. If you have a problem switching, follow the complaints guidance listed in this factsheet.

6. Don’t ignore any debt recovery letters/calls; follow the complaints and enquiries guidance listed in this factsheet.

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