Guidance Document

R0155 Change of Occupier: Evidentiary Standards and Timescales

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Change history

Version	Date Published	Reason for Change
1.0	28 October 2024	Document published as part of R0155 Consultation
1.1	10 December 2024	Document updated following R0155 Consultation, ready for R0155 Change Report (Final Recommendation)
2.0	13 June 2025	Document updated for June 2025 REC Release and the implementation of R0155

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1. Introduction

The Change of Occupier (CoO) process has been designed to be simple, pragmatic and easy to explain to Consumers (or their Third-Party Intermediaries (TPIs)) while also allowing Energy Suppliers to carry out robust analysis. The process was developed using the REC change process, including working groups, industry impact assessment and consultation.

This guidance document has been developed as an additional resource, alongside the introduction of Schedule 33 - Non-Domestic Change of Occupier into the REC, to provide supplementary lists of evidentiary documents, further examples, scenarios, and clarifications. It does not contain mandatory requirements and can be updated by the REC Code Manager as required.

If you have any comments or questions, please contact REC Enquiries.

2. Summary

A CoO can occur at any time. They may be well planned and known in advance (for example with a property sale or a change of business) or may be unplanned (for example with vacant premises or bankruptcy). In all cases, there will be an Energy Supplier responsible for the gas or electricity supply to that meter. The Energy Supplier could have an express contract in place or there may be a deemed contract. In all cases, it is important that wherever possible the Energy Supplier is informed of the CoO in advance or as close to the CoO as possible.

Energy Suppliers can have express contracts in place, so ending the contract (or allowing the contract to end) before the expiry date set out in the contract should be considered carefully. For example, in contrast to Domestic, there is no licence requirement for a Non Domestic supply contract to end on a CoO. However, Energy Suppliers also need to keep in mind that they have licence obligations to treat Consumers fairly.

Schedule 33 - Non-Domestic Change of Occupier sets out the process that Energy Suppliers should follow, if required. Energy Suppliers, individually, manage their own risk assessments so may not require documentary evidence. Schedule 33 – Non-Domestic Change of Occupier and this guidance document have been developed to provide a process where evidence is required.

Neither the list in REC Schedule 33, nor the additional listed documents in this guidance document, is considered an exhaustive list as Energy Suppliers can request further items with a clear justification provided to the Consumer for the request. This is because it is recognised that there may be Consumer types that do not fit the process, including large Industrial and Commercial (I&C) Consumers. The process has been drawn up to cover the majority of, but not all, CoO scenarios.

Documentation can be provided by either, or both, the incoming or the outgoing Consumer.

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3. Out of scope

The following list details processes that are out of scope of Schedule 33 - Non-Domestic Change of Occupier and this guidance document, but are things that Energy Suppliers should consider:

- Energy Suppliers' billing activity - they may wish to use billing blocks and halt any debt recovery until a decision is made on the evidence received. This also includes any ongoing suspected theft investigations.
- Reporting suspected fraud – Energy Suppliers need to be able to deal with reporting suspected fraudulent documents on a case-by-case basis.
- If a property is changing from Non-Domestic to Domestic use, then Domestic Standard Licence Conditions (SLCs) are applicable, and Schedule 33 - Change of Occupier Schedule do not apply.

4. Solution summary

It is key that, wherever possible, both the incoming and outgoing Consumer inform the current Energy Supplier, as well as the Energy Supplier they wish to Switch to, of the CoO. The incoming Consumer can also discuss contracts with new Energy Suppliers (including via TPIs), but it is still strongly recommended that they tell the current Energy Supplier for the property to avoid any unnecessary delays or billing complications.

The table below sets out a summary of the R0155 requirements and where they are documented.

Proposal	Scenario	Obligation on…	Where it will be set out
List of evidentiary documents	No switch and with switch	Existing and gaining Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier
10 Working Day SLA for reviewing documents	No switch	Existing Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier
Within SLA reach an outcome (accept, reject, request additional information)	No switch	Existing Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier
Within SLA communicate with Consumer/party who submitted the evidence	No switch	Existing Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier
On receipt of a Switch Objection with CoO flagged, pass evidence to losing Energy Supplier	Switch	Gaining Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier

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Proposal	Scenario	Obligation on…	Where it will be set out
10 Working Day SLA for reviewing documents (decision required to accept or reject)	Switch	Existing Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier
Within SLA communicate decision with existing Consumer and gaining Energy Supplier	Switch	Existing and gaining Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier
Performance Assurance – SLAs, communication, SDEP process, evidence of process and justification	No switch and with switch	Existing and gaining Energy Supplier	Performance Assurance Reporting Catalogue Schedule 33 – Non-Domestic Change of Occupier – including evidence retention obligations
Document retention (evidence and outcome communications)	No switch and with switch	Existing and gaining Energy Supplier	Schedule 33 – Non-Domestic Change of Occupier – including evidence retention obligations

As reflected in Schedule 33 – Non-Domestic Change of Occupier, all exchanges of information and evidence between the Gaining Supplier and the Losing Supplier should be via the Secure Data Exchange Portal (SDEP).

Scenarios of CoO can include, but are not limited to, new occupiers, new owners or returns to landlord. Examples of what might not be a CoO may include changing its name or registered address, or changing from Ltd to PLC, or changing the business which is carried on at the premises. Note, however, that a change of partnership, or sole trader to limited company is a CoO (as the limited company is a separate legal entity). It is for Energy Suppliers to decide how they wish to treat scenarios like this.

5. Examples of additional documentation

The list below was discussed as part of the R0155 Working Group. These have not been included in Schedule 33 – Non-Domestic Change of Occupier but are recognised as documents that could be requested if additional evidence was required or if the Consumer could not provide any of the documentation listed in Schedule 33 – Non-Domestic Change of Occupier.

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Document	Detail
Mortgage Agreement	A copy of a mortgage agreement between the borrower and the lender could be provided. The borrower under a mortgage agreement will likely own the property but might not occupy the property. Note - new mortgage does not necessarily indicate Change of Occupier.
Mortgage Completion Certificate	A signed copy of a certificate that a mortgage between the borrower and the lender has been completed could be provided. The borrower under a mortgage agreement will likely own the property but might not occupy the property. Note - mortgage completion certificate does not necessarily indicate Change of Occupier.
Insolvency Notice	A copy of an insolvency notice from the relevant insolvency authority could be provided. If a company becomes insolvent, then this will also be recorded on Companies House. Insolvency of a customer will likely lead to a change of occupier, but not immediately. If the entity which owns a property becomes insolvent, then the property might be sold to another entity (see sale of property above). If the entity which occupies a property under a lease becomes insolvent, then the landlord might terminate the lease (see termination of a lease above), or the liquidator may disclaim (end) the lease.
Bank Letter	A signed letter from a bank which provides confirmation that there has been a CoO, and which confirms the date of the CoO, and the parties involved.
Solicitor's Letter	A signed letter from a solicitor which provides confirmation that there has been a CoO, and which confirms the date of the CoO, and the parties involved.
Administrator's Letter	A signed letter from an administrator providing relevant information about the property and parties should be provided if applicable. If the company under administration continues to occupy the premises, then there will be no CoO.
Landlord Letter	A sole trader Landlord may provide a letter confirming that they have taken back ownership of the premises from a specified date or that they have leased to a new tenant from a specified date. Landlord information can be verified via a HM Land Registry or Register of Scotland search (as applicable) if required.
Death Certificate	In the case of a sole trader a death certificate can be provided to move the account into the name of the executor or administrator.
Business Rates Bills and/or evidence of exemption	A copy of any applicable business rates bills dated on or after the need or request for evidence should be provided. The bills should be in the name of the business connected with the relevant address.

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Other documentation and types of documentation were discussed, and it was noted that while useful as additional evidence, that they did not always confirm occupancy and as such were seen as higher risk. The documents discussed are set out in the table below (this is not an exhaustive list):

Document/type of documents	Detail
Invoices	Bill, invoice or receipt for other utilities bill, council tax, brewery, equipment. Must include the company name and address.
Water Supply Contract	Contract for the supply of water.
Estate agent letter	Confirming move in or move out. On headed paper and setting out the Consumer name / business name and the address.
Insurance	Includes building or Public Liability Employers.
TR1 form	The Deed of Assignment of Registered Lease (TR1) form is a transfer deed which is signed by all parties to the transfer of equity and details who is transferring the property and to whom. It must be signed by all parties.
Tenancy at will	Allows a tenant to occupy a property indefinitely, with both the landlord and the tenant able to end the agreement by giving immediate notice whenever they choose. It is generally used as a short-term or interim solution for the occupation of commercial premises.
Early access agreement	The tenant is allowed early access to the property to carry out fitting out works after completion of the landlord's works but before completion of the lease.

There are additional sources of information that can be used to verify data or flag potential irregularities. These include:

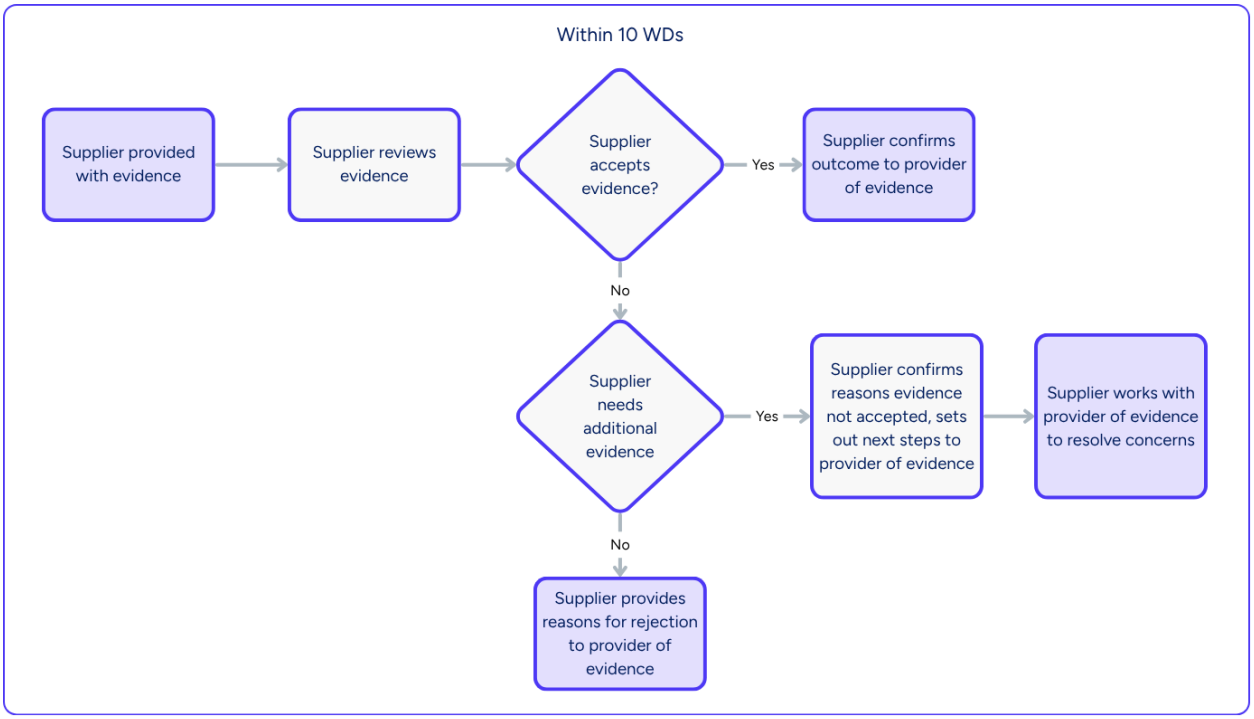
- the Royal Institute of Chartered Surveyors (RICS)
- the Solicitors Regulation Authority (SRA)
- Companies House; and
- Valuations Office

Please note that there may be Scottish equivalents of the above that may also be used.

The evidence should provide the date of the CoO. Schedule 33 – Non-Domestic Change of Occupier has not set out how the date should be used as billing and contracts are out of scope of the REC. Suppliers must ensure they are compliant with the relevant SLCs and are treating the Consumer fairly. Schedule 33 – Non-Domestic Change of Occupier also does not set out a time limit for the CoO being reported to the Energy Supplier by the Consumer (for example does it need to be within the last 3 months, 6 months, or 12 months) as it has been left for Energy Suppliers to determine and should be tied to the initial contact. However, the aim is to resolve CoOs as quickly and as fairly as possible.

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6. Process without a switch



- Energy Suppliers have 10 Working Days from receipt of the notification of a CoO to accept the CoO request, reject the request (for example if it is a duplicate request when a Consumer and their TPI submit the evidence) or confirm why documentation has been queried and what additional information is required.
    - Day 1 is first full Working Day following receipt of the documents.
- This should be in writing to whoever submitted the notification of the purported CoO (Consumer or the TPI). This can be via email, where an email address is available.
- The Energy Supplier will have an additional 10 Working Days on receipt of the requested additional information to confirm their decision.

Examples of outcomes

- The Energy Supplier accepts the documentation as evidence of a CoO and:
    - Closes down the account in name of old Consumer; and
    - Creates a new account in name of new Consumer – these may include a new contract or may be a deemed contract as set out in supplier SLC.
- The Energy Supplier rejects the documentation as evidence of CoO. Reasons may include:
    - It is a duplicate request;
    - The evidence has been sent to the incorrect Energy Supplier; or
    - The evidence matches the details already held. •
- The Energy Supplier requests additional evidence of CoO. Reasons may include:
    - The documentation is incomplete;

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- There are concerns on validity of documentation; or
- There is a mismatch in the evidence provided.

Examples of requests for additional information

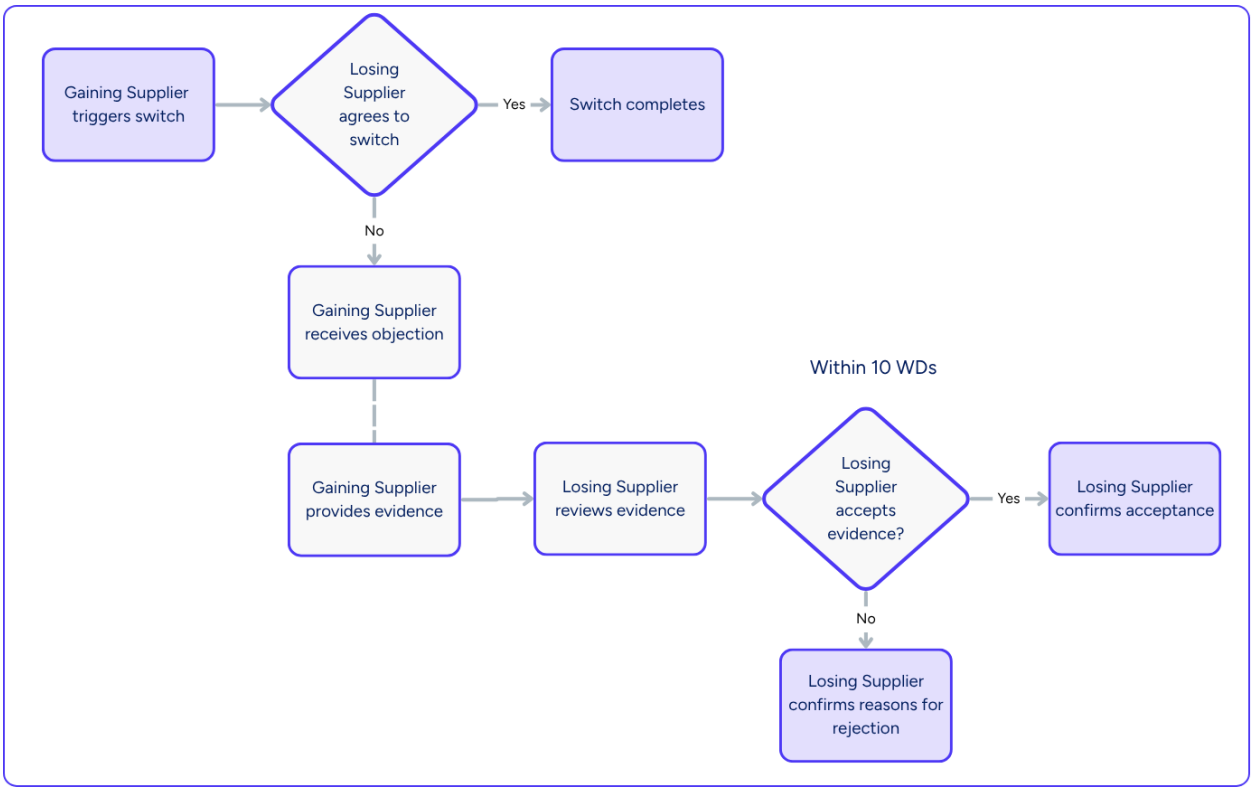
Energy Suppliers should be clear why the evidence provided has not been sufficient and why additional information is required, including what evidence is missing and why it is required. Energy Suppliers should also recognise the need, where relevant, to clearly set out any impacts on invoices already issued or updates that will be created as part of the CoO. Energy Suppliers should take consideration on a case-by-case basis of what is realistic and fair, including additional costs to the Consumer when making the request (such as the time it will take to get the evidence and if there are charges associated with the request). Suppliers also need to set out what will happen if this is not provided.

Any issues with the request for any additional information between the Energy Supplier and their Consumer (or TPI) should be dealt with through the Energy Supplier's complaints process.

7. Process with a switch

It is strongly recommended that the Consumer or TPI provides the evidence of the CoO to both the gaining and losing Energy Supplier. This will allow the losing Energy Supplier time to review, and where relevant, update their billing records before the Switch.

Schedule 33 – Non-Domestic Change of Occupier does not mandate the use of the CoO flag on a Switch request. However, it is clear that it is a key stage in this process and the Objection process. The process set out below is based on the CoO flag being set to True.



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- The Gaining Supplier triggers the Switch with the CoO flag set to True, if they have received evidence to that confirms a recent CoO has taken place.
- The Losing Supplier decides if they agree that a CoO has occurred and whether the existing supply contract has ended or will be ended as a result.
- If the Losing Supplier does agree a CoO has occurred and that its supply contract has ended, the Switch completes and MPxN transfers to the Gaining Supplier.
- If the Losing Supplier does not agree that its supply contract has ended, then they have the right to raise an Objection to the Switch (as per the SLCs). If they do object, they must write to the Consumer confirming the reason(s) for the Objection.
- On receipt of the notice of Objection, the Gaining Supplier must decide what to do next – they can either stop the Switch and update the Consumer, or follow the process set out in the Non-Domestic Change of Occupier Schedule to provide the evidence to the Losing Supplier.
- If the Gaining Supplier decides the Switch should continue, then they must use the Secure Data Exchange Portal (SDEP) to facilitate the sharing of the CoO evidence with the Losing Supplier.
    - Evidence will be at a Consumer level but may contain multiple MPxNs.
- The Losing Supplier has 10 Working Days to review the data and decide if they will accept or reject the evidence.
- The Losing Supplier must confirm the decision via the same SDEP screen.
- The Losing Supplier must also communicate with the Consumer that they have a live billing account and set out the reasons for their rejection and what, if any, additional steps are required.
- If the evidence is accepted the Gaining Supplier may submit a Switch Request.

Examples of outcomes

- The Losing Supplier accepts documentation as evidence of a CoO and:
    - Creates an account for the new Consumer (if required);
    - Updates their billing records; and o Does not raise an Objection to next Switch request from the Gaining Supplier.
- The Losing Supplier rejects the documentation as evidence of CoO and may raise an Objection to next Switch request. The reasons for rejection may include:
    - It is a duplicate request
    - The evidence has been sent to the incorrect Energy Supplier
    - The evidence matches details already held
    - The document is incomplete
    - There are concerns on validity of documentation; or
    - There is a mismatch in the evidence provided.

8. SDEP Process

SDEP is the secure mechanism for transferring the documents between the Gaining and Losing Suppliers. However, a dedicated set of Process Type (PT) screens will not be available immediately. In the interim, Energy Suppliers should use the following Duplicate Meter Point options for sending the information and also for sending any escalations:

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- PT0056 - Duplicate Meter Points General Query (Gas)
- PT0067 - Duplicate Meter Points General Query (Electricity)

In the interim, all queries should have a title that starts with "CoO evidence" to allow the recipient to easily identify them.

Newly dedicated Non-Domestic Change of Occupier SDEP screens are currently being developed under REC Issue I0232 – Non-Domestic Change of Occupier SDEP Screens (R0155 Solution). Until this Issue has progressed, and a solution has been developed and implemented, Energy Suppliers will be required to use PT0056 and PT0067.

9. Guidance on Performance Assurance requirements

Ahead of implementation, the Code Manager contacted all impacted Energy Suppliers to ask them to complete a readiness assessment in the form of a management assertion.

For further guidance on the Performance Assurance requirements, please refer to the separate 'Updates on the Performance Assurance of R0155' guidance document available on the REC Portal.

Further Performance Assurance reporting will be included following the progression of I0254 – Non-Domestic Change of Occupier Reporting (R0155 Solution). Should this Issue be implemented, the REC Code Manager will utilise the Ofgem Non-Domestic Market Monitoring Request for Information, Change of Tenancy data.

Please note, should Issue I0254 be implemented into the REC as part of a future release, Energy Suppliers will be required to backdate their CoO data from the Ofgem RFI to the R0155 go-live period. The exact date will be determined as part of the I0254 change process.

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10. Appendix 1 – List of documents from Non-Domestic Change of Occupier Schedule

Type of document	Summary
Lease	A lease is an agreement between the owner of a property (the landlord) and an occupier (the tenant) under which the landlord agrees that the tenant can occupy the property. A new lease would indicate that the property has a new occupier (the tenant), unless the tenant is the same entity which previously occupied the property (under a previous lease or other arrangement). A signed and dated copy of the new lease between the landlord and the tenant (both parties details completed) should be provided. Although long leases need to be in writing, it is possible to agree a shorter lease by oral agreement. Some written evidence can nevertheless be expected – for example, emails or letters.
Sub-Lease	A sub-lease is the same as a lease – see above. A sub-lease arises where the landlord is itself a tenant under an existing lease (the head lease).
Tenancy Agreement	A tenancy agreement is the same as a lease – see above.
Contractual right or licence to use a property	It is possible for an entity to use a property under a contractual arrangement that does not amount to a lease – or for an entity to occupy a property under a document that is not called a lease. The name given to a document is not a reason for rejection, and the same considerations apply.
Lease/Tenancy Surrender	A lease/tenancy surrender is an agreement between a tenant and landlord to end the lease/tenancy. A surrender would indicate that the property has a new occupier (the landlord), because a surrender indicates that the landlord has re-entered the property and that the tenant has ceased to occupy the property. There might also be a new lease to a new tenant. A signed and dated copy of the surrender between the landlord and the tenant (both parties details completed) should be provided.
Lease/Tenancy Termination	A surrender (see above) is an agreement to end a lease/tenancy. However, it may also be possible for a tenant or a landlord to end a lease/tenancy on notice (depending on the terms of the lease/tenancy) – for example, because there has been a breach or because there is a break right. Termination of a lease/tenancy would indicate that the property has a new occupier (the landlord). There might also be a new lease to a new tenant. A signed and dated copy of the notice by which the landlord or the tenant ended the lease/tenancy should be provided. A copy of the lease/tenancy with an explanation of the clause under which the notice was given might also be requested.

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Type of document	Summary
Sale of a Property	Sale of a property would normally entail transfer of the legal title in the property from one entity (the seller/transferor) to another (the buyer/transferee). This may be the sale of a freehold title or the sale of a long-leasehold title. Sale of a property from one occupier to another would indicate that the property has a new occupier (the buyer/transferee). However, this will not be the case if the property is occupied by a tenant who remains in occupation. The sale of a property in England & Wales will normally be documented in a standard form published by HM Land Registry (England & Wales) – usually a TR1. The sale of a property in Scotland will normally be documented in a disposition deed. A signed and dated copy of the transfer document between the seller/transferor and the buyer/transferee (both parties details completed) should be provided.
Title Deeds/Land Registry	If it is necessary to establish which entity owns a property, then it will normally be possible to check online. HM Land Registry (in England & Wales) and the Land Register of Scotland (in Scotland) hold digital copies of title records for every registered property in Great Britian. Official copies can be requested from the land registries for a fee. The customer or its broker may provide a copy. A relatively small number of properties remain unregistered. Where this is the case, the owner of the property will hold title deeds. The land registries or title deeds will not evidence a change in occupier, but might be useful in checking who owns the property. There is an inevitable delay between ownership of a property transferring and the land registries being updated to reflect the change in ownership.

11. Appendix 2 – Useful terms

Term	Acronym	What does it mean?
Retail Energy Code	REC	A set of rules for operating in the retail energy sector. All licensed Energy Suppliers, Gas Transporters, Electricity Distribution Network Operators, Metering Operators and the Data Communication Company (DCC) must comply with the REC.
Retail Energy Code Company	RECCo	The company that owns and manages the Retail Energy Code, and over sees the delivery and improvement of the REC.

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Term	Acronym	What does it mean?
REC Code Manager		Appointed and contracted by, but separate from, RECCo, the Code Manager is responsible for ensuring the day-to-day functions and processes of the REC are delivered and are responsible for managing the REC change process and providing change solutions.
Change of Occupier	CoO	REC definition "means that the Consumer at a premises has changed (or is due to change)."
Change of Tenancy	CoT	Previous industry term, but since updated to CoO to align with legal terminology.
Schedule		Subsection of REC rules that needs to be complied with.
Guidance document		Document held by the REC that provides additional information or use cases that is not compulsory.
Secure Data Exchange Portal	SDEP	An online portal used in the REC to securely share queries.
Service Level Agreement	SLA	Maximum timescales provided for in the REC.
Meter Point Number	MPxN	Unique reference number for each connection to the gas or electricity network.
REC Performance Assurance	RPA	Mechanism to monitor performance against the REC rules. Includes obligations to improve performance.
Gaining Supplier		New energy supplier a consumer has signed up to (either directly or via a Third-Party Intermediary / broker) and becomes the registered supplier because of a Switch.
Losing Supplier		The Energy Supplier currently responsible for the supply to the property (existing supplier) but who will cease to be the registered supplier because of a Switch.
R0155		REC Change Proposal that developed and implemented Non-Domestic Change of Occupier Schedule
Third Party Intermediary	TPI	A broker or introducer acting between Consumers and Energy Suppliers, including Price Comparison Websites.

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