



LAW OF UKRAINE

On Housing and Utility Services

(The Official Bulletin of the Verkhovna Rada of Ukraine (BVR), 2018, No. 1, Article 1)

{As amended by Laws

[*No. 2454-VIII of 7 June 2018, BVR, 2018, No. 23, Article 211*](#)

[*No. 533-IX of 17 March 2020, BVR, 2020, No. 17, Article 106*](#)

[*No. 540-IX of 30 March 2020, BVR, 2020, No. 18, Article 123*](#)}

This Law regulates the relations arising in the process of providing and consuming housing and utility services.

Section I

GENERAL PROVISIONS

Article 1. Definitions

1. For the purposes of this Law, the following definitions shall apply:

1) accident – damage, failure, malfunction, the impossibility of operating the intra-building system, as well as damage to the load-bearing, enclosing and load-bearing enclosing structures of the building, which afflicted or may afflict damage to the life and health of people, damage to property, make it impossible to provide housing and utility services to consumers;

2) enforcement officer of the utility services – a business entity providing utility service to the consumer under the terms of the contract;

3) intra-building systems of the apartment building – mechanical, electrical, gas, plumbing and other equipment in the house serving more than one residential and/or non-residential premises, including communications to consumer's equipment, autonomous heating systems, boiler and elevator units, fire safety equipment, ventilation ducts and smoke exhaust ducts, equipment of the home lifts, central distribution boards of electricity supply from the outer surface of the building wall to the point of connection of the residential (non-residential) premises;

- 4) hot water – water intended to meet the sanitary and hygienic and household needs of consumers, the quality and temperature characteristics of which comply with regulatory requirements;
- 5) housing and utility services – the result of the economic activities aimed at ensuring the living conditions and/or stay of persons in residential and non-residential premises, buildings and structures, complexes of buildings and structures in accordance with the norms, specifications, standards, procedures and rules implemented by virtue of the relevant contracts on the housing and utility services supply;
- 6) individual consumer – a natural person or legal entity who is the owner (co-owner) of immovables, or another person using with the consent of the owner of the immovables and receives housing and utility services for his own needs and for whom or on whose behalf the relevant contract on the utility services supply has been concluded;
- 7) quantitative indicator of the utility services – the number of measurement units for the volume of the utility service received by the consumer, determined according to the readings of the metering unit and/or to the requirements of norms, specifications, standards, procedures and rules according to legislation;
- 8) collective agreement on the utility services supply (hereinafter referred to as the collective agreement) – an agreement on the utility services supply, which is concluded with the utility services contractor by the decision of co-owners (under the terms and conditions defined in the decision of co-owners (co-owners association of the apartment building) and is mandatory for all co-owners;
- 9) collective consumer – a legal entity that unites consumers in the building and concludes in their interests a contract on the utility services supply;
- 10) the utility services consumption rates (hereinafter referred to as consumption rates) – quantitative indicators of the utility services consumption used for consumed utility services payments in cases provided for in the legislation;
- 11) subscription service fee – the payment that a consumer pays to the utility service provider under the individual contract on the utility services supply in apartment building (except for the electricity and natural gas supply and distribution service) to reimburse the contractor's expenses related to the conclusion of a contract on the utility services supply, the distribution of the volume of consumed services between consumers and collection of payments for the consumed utility services, and in the cases determined by this Law, also the costs of devices servicing – distributors of heat energy and/or metering stations, providing individual consumption metering of the corresponding utility services in apartments (rooms) of an apartment building;

12) apartment building managing service – the result of economic activities of business entities aimed at ensuring proper living conditions and meeting the household needs of residents of the building by means of maintaining and repairing the common property of an apartment building and its adjacent territory under the terms of the contract;

13) housing and utility services consumer (hereinafter referred to as consumer) – individual or collective consumer;

14) manager of an apartment building (hereinafter referred to as the manager) – an individual- entrepreneur or a legal entity – a subject of entrepreneurial activity, that ensures, under the contract with co-owners, the proper maintenance and repair of the common property of an apartment building and the adjacent territory and proper living conditions and satisfaction of domestic, household and practical needs.

2. Other terms in this Law are used in the meanings given to them in [the Civil Code of Ukraine](#) and other laws of Ukraine.

Article 2. Relations regulated by this Law

1. The subject of regulation of this Law is relations arising in the process of providing consumers with management services of an apartment building, the heat energy supply, the hot water supply, centralised water supply, centralised drainage and household waste management, as well as relations arising in the process of the electricity and natural gas supply and distribution services in residential, manor, garden, country houses.

2. Relations arising between co-owners, as well as between co-owners and association of apartment building co-owners when meeting the needs of co-owners by means of self-sufficiency according to [Article 22](#) of the Law of Ukraine “On Associations of Apartment Building Owners” are not the subject of regulation of this Law.

3. The norms of this Law are applied by reference to specific features of the laws regulating relations in the spheres of the electricity and natural gas supply and distribution, the heat energy supply, centralised hot water supply, centralised water supply and centralised drainage and household waste management.

Article 3. Public policy in the field of housing and utility services

1. Public policy in the field of housing and utility services is based on the following principles:

1) ensuring the rational use of available resources and sustainable development of settlements;

- 2) creating and maintaining of a competitive environment in the housing and utility services development and provision, ensuring control over the activities of natural monopolies;
- 3) ensuring the functioning of enterprises, institutions and organisations that produce, perform and/or provide housing and utility services, on the terms of self-financing, achieving the level of economically justified costs for the production of such services;
- 4) regulation of the prices/tariffs for the housing and utility services in cases determined by law, with consideration to the achieved level of socio-economic development, the physical features of the relevant region and technical capabilities;
- 5) ensuring equal opportunities for access to the minimum standards of housing and utility services for consumers regardless of the social, property status, age of the consumer, location and ownership form of legal entities, etc;
- 6) observance of the standards, regulations, norms, procedures and rules for the quantity and quality of housing and utility services.

Article 4. Powers of the state authorities and the local government bodies in the field of housing and utility services

1. Powers of the Cabinet of Ministers of Ukraine include:

- 1) approval of [the rules for the provision \(supply\) of utility services](#) (except for the electricity and natural gas supply and distribution services) and apartment building managing services;

{Resolutions of the Cabinet of Ministers of Ukraine *No. 830, [No. 1182](#)*}

- 1) approval of [the standard contracts for the provision \(supply\) of utility services](#) (except for the electricity and natural gas supply and distribution services) and apartment building managing services;

{Resolutions of the Cabinet of Ministers of Ukraine *No. 830, [No. 1182](#)*}

- 3) setting the maximum rate of expenses for housing management of citizens who, according to the law, have benefits or use a subsidy to pay for housing and utility services;
- 4) approval of the procedures for the tariffs formation for the utility services, established by the local government bodies;

- 5) setting the maximum rate of expenses for the utility services payment for citizens who, according to the law, have benefits or use a subsidy to pay for housing and utility services;
- 6) setting the maximum amount of payment for subscription services per one subscriber for the utility services provided to consumers of apartment buildings under individual contracts;
- 7) establishing the procedure for granting benefits and housing subsidies to citizens in terms of ensuring the provision of housing subsidies as a share of the housing and utility services cost, including the payment in cash;
- 8) establishing the procedure for verification of the compliance of the quality of utility services and apartment building management services with the parameters provided for in the contract for the provision of relevant services;
- 9) establishing [the procedure for recalculating the cost of utility services and apartment building management services for their period of their non-provision, partial provision or inadequate quality](#);
- 10) establishing the procedure for the implementation of professional certification of managers in the speciality “manager (administrator) of a residential building (group of buildings)” and the criteria to be met by enterprises, institutions, organisations that carry out the professional certification;
- 11) establishing the procedure for taking samples and conducting their research on centralised water supply, centralised hot water supply and natural gas supply services.

2. Powers of the central executive authority in charge of shaping and implementing the state policy in the field of housing and utility services include:

- 1) facilitating the creation by the utility service providers and managers of the quality management systems for relevant services based on national or international standards;
- 2) organising and performing works on standardisation, metrology and conformity assessment in the field of housing and utility services within the scope of its authority;
- 3) monitoring the status of payments for housing and utility services;
- 4) [introducing a methodology for the distribution of utility services consumed in the building between consumers](#) (except for electricity and natural gas supply and distribution services, as well as services for handling household waste) in apartment buildings and other buildings where there are two or more consumers;

5) introducing [a procedure for maintenance of indoor heating systems, water supply system, centralised drainage and hot water supply](#);

6) introducing a procedure for disconnecting consumers from centralised heating systems and hot water supply system;

7) introducing a procedure for informing consumers about the intent to change prices/tariffs for utility services (except for electricity and natural gas supply and distribution service) with a justification of such need;

8) elaborating [a mandatory list of services, the costs of which are included in the cost of maintaining an apartment building and the adjacent territory](#).

3. Powers of local governments include:

1) approval and implementation of local programs in the field of housing and utility services, participation in the development and implementation of relevant state and regional programmes;

2) setting prices/tariffs for utility services according to the law;

3) approving the standard rate of consumption of utility services;

4) informing citizens on the state of implementation of local programmes in the field of housing and utility services, as well as on the compliance of the quality of housing and utility services with regulations, norms, standards and rules under the legislation;

5) monitoring the status of local programme implementation for the development of housing and utility services;

6) establishing a unit of measurement for the volume of services for handling household waste provided.

Article 5. List of housing and utility services

1. Housing and utility services include:

1) housing service – the apartment building management service.

apartment building management service includes:

maintenance of the common property of the apartment building, including indoor premises and adjoining territory cleaning, performing sanitary engineering works, maintenance of indoor systems (except for maintenance of indoor systems used to provide the relevant utility service in case of conclusion of individual contracts on the

provision of such service, under the terms of which maintenance of the systems is carried out by the contractor), the maintenance of elevators etc;

purchase of electrical energy to ensure the functioning of the apartment building's common property;

current repair of the apartment building's common property;

2) utility services – services for natural gas supply and distribution, electrical energy supply and distribution, heat supply, hot water supply, centralised water supply, centralised drainage, household waste management.

Section II

SUBJECTS IN THE LEGAL RELATIONSHIPS IN THE FIELD OF HOUSING AND UTILITY SERVICES, THEIR RIGHTS AND OBLIGATIONS

Article 6. Subjects of legal relationships in the field of housing and utility services

1. Participants of legal relationships in the field of housing and utility services are:

1) consumers (individual and collective);

2) manager;

3) utility service providers.

2. utility service providers are:

1) services for natural gas supply and distribution – a supplier carrying out activities for the supply of natural gas under a licence and an operator of the gas distribution system to which the consumer's gas consumption facilities are connected;

2) services for electrical energy supply and distribution – energy supplier or other entity determined by law;

3) services for heat supply – a heat supply organisation;

4) services for hot water supply – a business entity that owns (or owns and uses on other legitimate grounds) the heating, heat-used or heat-generating installation, that produces hot water, unless another hot water supplier has been identified by consumers;

5) services for the centralised water supply – a business entity carrying out economic activities for centralised water supply;

6) services for the centralised drainage – a business entity carrying out economic activities for centralised drainage;

7) services for the household waste management – a business entity determined by the provider of services for the removal of household waste in accordance with the procedure established by law.

Article 7. Consumer rights and obligations

1. The consumer has the right:

1) to receive the housing and utility services of proper quality and in a timely manner in accordance with the legislation and the terms of the concluded contracts;

2) to receive from the contractor of housing and utility services the information on prices/tariffs, the total cost of the monthly payment, the structure of the price/tariff, consumption rates and the procedure for the provision of the corresponding service, as well as its consumer properties without additional payment;

3) to receive compensation for losses caused to his property, harm caused to his life or health as a result of improper provision or non-provision of housing and utility services and illegal entry into his dwelling (other immovable property);

4) to elimination of the identified deficiencies in the provision of the housing and utility services within the period established by contracts for the provision of housing and utility services or legislation;

5) to reduction of the payment for housing and utility services in case of their provision failure or provision not in full or a decrease in their quality, in accordance with the procedure established by law;

6) to the non-payment of the utility services cost (except for the heat energy supply) in case of their non-use (in the absence of metering devices) for the period of temporary absence of the consumer and other persons in the residential premises (other real estate object) for more than 30 calendar days, subject to documentary confirmation in compliance with the terms of contracts for utility services provision;

7) to receive a fine from the manager, utility service providers in the amount determined by the contracts on the provision of the corresponding housing and utility services, for exceeding the standard deadlines for emergency restoration work;

8) to the check-up of the quantity and quality of housing and utility services with the procedure established by law;

9) to draw up and sign acts-claims concerning the procedure violation for the provision of housing and utility services, changes in their consumer properties and exceeding the terms of emergency restoration work;

10) to receive, without additional payment, a detailed distribution calculation of the consumed utility services volume between the consumers of the apartment building from the contractor of the relevant service or another person authorized to distribute the utility service;

11) to receive, without additional payment, the information about the fee accruals for housing and utility services carried out by the manager, the executor of the utility service (with distribution by periods and types of charges) and payments received from the consumer;

12) to disconnect from centralised heating systems and hot water supply with the procedure established by law;

13) terminate the contract for the utility service provision, giving the contractor of the relevant utility service two months' notice at least before the date of dissolution of the contract, subject to the admission of the contractor for technical termination of the corresponding service provision. This right does not apply to the contract for the heat energy supply concluded with consumers in an apartment building, except for the case of dissolution of such contract by a collective consumer.

2. The individual consumer is obliged:

1) to conclude contracts for the housing and utility services provision with the procedure and cases determined by law;

2) to take measures in a timely manner to eliminate the identified malfunctions of the housing and utility services supply that arose through the consumer's fault;

3) to ensure the integrity of the metering devices (unites) for utility services and not interfere with their operation in accordance with the terms of the contract;

4) to repair and replace at his own expense sanitary appliances and devices, equipment, other common property damaged through his fault, which is proved in accordance with the procedure established by law;

5) to pay for the provided housing and utility services at the prices/tariffs established in accordance with the legislation, within the time limits established by the relevant contracts;

6) to comply with safety instructions, in particular fire and gas security, sanitary norms;

7) to allow in their housing (other real estate object) the manager, performers of the communal services or their representatives in accordance with the procedure established by law and contracts for the provision of relevant housing and communal services, for the elimination of accidents, troubleshooting of sanitary and engineering equipment, its installation and replacement, conducting technical and preventive inspections and checking the readings of devices-distributors of the heat energy and/or metering units that provide individual consumption accounting of the relevant communal service in the apartment (premises) of an apartment building;

8) to comply with the requirements of housing and town planning legislation when carrying out repairs or reconstruction of dwelling (other real estate object), to prevent violations of the legal rights and interests of other participants in relations in the field of housing and utility services;

9) to ensure the timely preparation of his own objects for operation in the autumn-winter period;

10) {The operation of clause 10 of part two, Article 7 is suspended until 1 July, 2020 in accordance with the Law [No. 533-IX of 17 March 2020](#)} in case of late payments for housing and communal services, pay a penalty in the amount established by law or contracts on the housing and utility services provision;

11) to inform the manager, utility service providers about the change of the ownership of the dwelling (other real estate object) and the actual number of persons permanently residing in the consumer's dwelling, in the cases and in accordance with the procedure provided for in the contract;

12) to provide to the contractor of communal services or another person who distributes the volumes of consumed services, readings of the available devices - distributors of heat energy and/or metering units, providing individual accounting of the consumption of the corresponding communal service in the apartment (premises) of an apartment building, in accordance with the procedure and terms determined by the contract.

3. The collective consumer has the right:

1) to conclude the contract on the provision of utility services in accordance with the statute in the interests of consumers united by such collective consumer;

2) to terminate the contract for the utility service provision concluded in the interests of consumers united by such collective consumer, notifying the contractor of the corresponding utility service two months at least before the date of termination.

4. The collective consumer is obliged:

1) to allow in the real estate objects of a collective consumer, as well as in common areas and auxiliary premises of apartment buildings (for uniting co-owners of an apartment building) the utility service providers or their representatives in accordance with the procedure established by law and contracts for the provision of relevant housing and utility services, to eliminate accidents, troubleshoot sanitary and engineering equipment, install and replace it, conduct technical and preventive examinations and check the readings of measuring instruments;

2) {The operation of clause 2 of part four, Article 7 is suspended until 1 July, 2020 in accordance with the Law [No. 533-IX of 17 March 2020](#)} in case of late payments for housing and utility services, pay a penalty in the amount established by law or contracts on the housing and utility services provision for the consumers united by such collective consumer;

3) to ensure the distribution of the consumed utility services volume among the consumers united by such collective consumer in accordance with the law (except for the case when co-owners designate another person who distributes the volumes of utilities);

4) in the case of direct distribution of the utility services volume between consumers in a building, provide consumers united by such collective consumer with a detailed calculation of the distribution between them of the consumed utilities volume, and in the case of the accounting by means of metering equipment of the metering unit, that provide the general accounting of consumed services in the building (its part), provide also information on the readings.

Article 8. Rights and obligations of utility service providers and managers

1. The utility service provider has the right:

1) to require the consumer observance of the requirements of the accommodation maintenance and the adjacent territory, sanitary and hygienic rules and fire safety rules, and other regulatory legal acts in the field of utility services;

2) to require from the consumer to eliminate timely the identified problems associated with the utility services provision that have arisen through the fault of the consumer, or reimbursement of the cost of such work;

3) to receive compensation for benefits provided to certain categories of citizens and accrued subsidies for paying for utility services in accordance with the law;

4) to have access to dwelling, other immovable property for the accidents elimination, troubleshooting sanitary and engineering equipment, its installation and replacement, conducting technical and preventive examinations and checking the readings of devices-heat energy distributors and/or metering units, that provide

individual consumption accounting of the corresponding utility service in apartments (premises) of an apartment building, in accordance with the procedure provided for in the contract;

5) to stop/suspend the provision of utility services in case of non-payment or payment not in full in accordance with the procedure and terms determined by the contract, unless the quality and/or quantity of such services does not comply with the terms of the contract;

6) to go to law in case of the consumers breach of the terms of the contract;

7) to receive information from the consumer in case of concluding an individual contract on the utility service provision, about the change in the owner of the dwelling (other immovable property) and the actual number of persons permanently residing in the consumer's housing, in accordance with the procedure provided for in the contract;

8) to establish quality management systems and perform their certification in accordance with national or international standards by accredited certification bodies.

2. The contractor of the utility service is obliged:

1) to ensure the timely provision, continuity and appropriate quality of utility services in accordance with the procedure and terms determined by the contract for their provision, including by means of creation of a quality management system in accordance with national or international standards;

2) to prepare and conclude the contracts with the consumer on the provision of utility services with the definition of responsibility for compliance with the terms of their implementation in accordance with the standard contract;

3) to provide without additional payment the necessary information on prices/tariffs, the total cost of the monthly payment, the structure of the price/tariff, consumption rates and the procedure for the provision of the corresponding service, as well as on its consumer properties and other information provided for by law;

4) to prepare in a timely manner housing and utility services facilities for operation in the autumn-winter period;

5) to consider, within the period specified by the legislation, consumers` claims and complaints and perform the appropriate amount recalculations of the payment for utility services in case of failure to provide them, provision not in full, untimely or inadequate quality, as well as in other cases determined by the contract for the provision of utility services;

6) to take measures to eliminate accidents, violations of the services quality within the time limits established by law;

7) to pay to the consumer a fine for exceeding the established deadlines for emergency recovery work in the amount determined by the legislation;

8) to respond in a timely manner to the consumers calls, sign the acts-claims, keep records of requirements (claims) of consumers connecting the violation of the procedure for the housing and utility services provision;

9) to carry out work in a timely manner and at his own expense to eliminate the identified malfunctions related to the utility services provision arising through his fault;

10) in case of concluding individual contracts for the utility services provision, to distribute the total volume of services between the co-owners of an apartment building in accordance with the procedure provided for by law and in the contract;

11) to inform consumers about the intention to change the prices/tariffs for utility services in accordance with the law.

3. The manager of an apartment building has the right:

1) to require the consumer observance of the requirements of the accommodation maintenance and the adjacent territory, sanitary and hygienic rules and fire safety rules, and other regulatory legal acts in the field of utility services;

2) to require the consumer the timely performance of work to eliminate the identified malfunctions related to the operation of common property arising through the fault of the consumer, or reimbursement of the cost of such work;

3) to receive compensation for benefits and subsidies for paying for housing services provided in accordance with the law to certain categories of citizens;

4) to receive information from consumers about the change in the owner of the dwelling (other immovable property) and the actual number of persons permanently residing in the consumer's dwelling, in accordance with the procedure provided for in the contract;

5) to lease, establish an easement in relation to the common property of an apartment building by the decision of the apartment building co-owners;

6) to have access to the premises, buildings and structures for the accidents elimination, troubleshooting sanitary and engineering equipment, its installation and replacement, conducting technical and preventive examinations, in accordance with

law and the contract on the utility services provision for the apartment building management;

7) to perform claims work in the event of a debt for the services provided in accordance with the procedure and terms determined by law and/or contract;

8) to establish quality management systems and perform their certification in accordance with national or international standards by accredited certification bodies;

9) to stop/suspend the provision of utility services in case of non-payment or payment not in full in accordance with the procedure and cases determined by the contract.

4. The manager of an apartment building is obliged:

1) to ensure the proper maintenance of the common property of an apartment building and the adjacent territory in accordance with the regulatory requirements and the contract on the provision of services for the management of an apartment building, to conclude on its own behalf the necessary contracts with contractors for the performance of certain works and services;

2) to take measures, on behalf of the apartment building co-owners, for ensuring the protection of the common property of the apartment building from unlawful encroachments and recover from the persons guilty of the destruction, damage or theft of the common property, compensation for damages;

3) to maintain and preserve technical and other documentation of an apartment building established by law and/or contract;

4) to inform the apartment building co-owners about the need for major repairs (replacement) of the common property of the apartment building;

5) in the event that the apartment building co-owners make an appropriate decision on their behalf, in their interests and at their expense, to conclude the contracts for the provision of such services with the utility providers, to ensure the fulfilment of the terms of contracts and to control the quality of these services;

6) to conclude a contract with the service provider for electrical energy supply on the electrical energy provision for lighting the common areas, powering elevators and ensuring the functioning of other common property of an apartment building, ensuring the fulfilment of the terms of this contract and monitoring the quality of these services;

7) by the decision of the apartment building co-owners and within the allocated funds, to organise the execution and act as the customer for the major repairs (replacement) of the common property of the apartment building;

8) by the decision of the apartment building co-owners, to accept to the bank account opened for settlements for a separate apartment building, contributions for the major repairs of the common property of the apartment building, rent and payment for easements and ensure the appropriate settlements, as well as at the request of any co-owner of a apartment building under his management, provide information on the movement of funds on the corresponding account;

9) to keep separate records of income and expenditure for each apartment building under its management, and provide the apartment building co-owners with free access to such information on their apartment building in accordance with the procedure provided for in the contract;

10) to report annually to consumers on the implementation of the cost estimate and submit the cost estimate for the current year to the consumers for approval.

By agreement of the parties, the contract on the services provision for the apartment building management may also provide for other rights and obligations of the apartment building manager.

Section III

PAYMENT FOR HOUSING AND UTILITY SERVICES

Article 9. Procedure of the payment for housing and utility services

1. The consumer pays for the consumed housing and utility services on a monthly basis, unless a different procedure and terms are determined by the relevant contract.

The consumer is not exempt from the payment of housing and utility services received before the conclusion of the relevant contract.

2. At the request of the consumer, payment for housing and utility services can be carried out by making advance payments in accordance with the terms of the contract on the provision of relevant housing and utility services.

3. Capable persons who live and/or are registered in the consumer's housing, use all housing and utility services on an equal basis with the consumer and bear joint responsibility for the obligations to pay for housing and utility services.

Article 10. Prices (tariffs) for housing and utility services

1. Prices (tariffs) for housing and utility services are established by agreement of the parties, except for cases when, in accordance with the law, prices (tariffs) are regulated. In this case, the prices (tariffs) are established by state or local governments authorised by law in accordance with the law.

2. The cost of services for the apartment building management is determined by agreement of the parties, except for the case of the election of a manager by a local government.

The price of the apartment building management when determining the manager by the local government on competition basis in accordance with the [Law of Ukraine](#) “On the specifics of exercising ownership in an apartment building” is determined at the price level proposed in the tender by the winner of the tender.

Such price may change during the term of the management contract solely by agreement of the parties on the grounds and in the manner determined by such contract.

3. The price for the apartment building management service is established by the contract on the provision of services for an apartment building management per one square meter of the total area of residential or non-residential premises, unless otherwise specified in the contract on the provision of services for an apartment building, and includes:

1) expenses for the maintenance of an apartment building and adjacent territory and current repairs of the common property of an apartment building in accordance with the estimate of expenses for maintaining an apartment building and adjoining territory, except for the costs of maintaining the intra-building systems used to provide the corresponding utility service, in the event of the conclusion of individual contracts on the provision of such service, under the terms of which the maintenance of such systems is carried out by the contractor;

2) remuneration to the manager, which is determined by agreement of the parties.

The cost estimate for the maintenance of an apartment building and adjacent territory is an integral part of the contract on the provision of services for the apartment building management.

The cost estimate for the maintenance of an apartment building and adjacent territory includes [a mandatory list of works \(services\)](#), which is approved by the central executive body, which ensures the formation and implementation of the state policy in the field of housing and utility services, as well as the frequency of work (provision) of works (services) for the apartment building maintenance and the adjacent territory.

At the request of the consumer, information on the actual management costs is provided in accordance with the cost estimate for the apartment building and the adjacent territory maintenance.

At the request of the local government, information on the quantitative and qualitative indicators of the provided management services, their cost, as well as industry reporting is provided.

4. Informing consumers about the intention to change utility prices/tariffs with the justification of such need is implemented by the performers of the relevant services in the manner approved by the central executive body, which is in charge of shaping and implements the state policy in the field of housing and utility services.

At the request of the local government, information on the quantitative and qualitative indicators of the provided utilities, their cost, as well as industry reporting is provided.

5. If the authorised body makes a decision to change prices/tariffs for the utilities, the contractor informs consumers about this with reference to the relevant authorities decision within a period not exceeding 15 days from the date of the entry into force.

Article 11. Application of social standards

1. When providing housing and utility services, the state social standards in the field of housing and utility services, established by law, are applied.

2. The upper limit of expenses for housing management of citizens who, according to the legislation, have benefits or use subsidy to pay for housing and utility services, is established by the Cabinet of Ministers of Ukraine.

The upper limit of expenses for housing and utility services payment of citizens who, according to the legislation, have benefits or use subsidy to pay for housing and utility services, is established by the Cabinet of Ministers of Ukraine.

3. Benefits and subsidies for housing and utility services payment provided for by the legislation are paid to the consumer in monetary form in accordance with the procedure established by the Cabinet of Ministers of Ukraine.

{Part three of Article 11 comes into force on 1 January 2019 – see [clause 1 Section VI](#)}

Section IV

HOUSING AND UTILITY SERVICES CONTRACTS

Article 12. Housing and utility services contracts

1. The housing and utility services provision is carried out solely on a contractual basis.

2. The contracts on the housing and utility services provision are concluded in accordance with standard or model contracts approved by the Cabinet of Ministers of Ukraine or other state bodies authorised by law in accordance with the law. Such contracts can be approved separately for different organisation models of contractual relations (individual contract and collective agreement on the housing and utility services provision) and for different categories of consumers (individual consumer, collective consumer).

3. The essential terms of the contract on the housing and utility services provision are:

1) list of services;

2) requirements for the services quality;

3) rights and obligations of the parties;

4) responsibility of the parties for the contract breach;

5) price of the service;

6) procedure for service paying;

7) procedure and conditions for the contract amending, as well as regarding the price of the service;

8) term of the agreement, the procedure and conditions for its extension and dissolution.

4. The procedure and features of the conclusion, amendment and termination of the contract on the housing and utility services provision are determined by [articles 13-15](#) of this Law.

Article 13. Procedure of the conclusion, amendment and termination of the contract on the housing and utility services provision

1. The contract on the housing and utility services provision is concluded between the relevant services provider and the consumer or a person who, in accordance with the contract or the law, concludes such contract in the interests of the consumer, or with the apartment building manager for the purpose of electricity supply to ensure the functioning of the common property of an apartment building.

2. The utility service provider who holds a monopoly position in the market, if he has the technical capabilities to provide a utility service, has no right to refuse to conclude an appropriate contract with the consumer or another person who, in

accordance with the contract or the law, enters into such contract in the interests of the consumer, unless otherwise provided for by law.

3. The contract on the housing and utility services provision is concluded for the period of one year. If, one month before the expiration of the specified period, none of the parties notifies the other party in writing of the cancellation of the contract, the contract is deemed to be extended for another one-year period.

4. Any party may submit a proposal to conclude a contract on the housing and utility services provision or amend it by providing the other party in writing with a draft of the relevant contract (amendments to it), drawn up in accordance with a model contract.

If, within 30 days after receiving the draft contract (amendments to it), the utility contractor who received the draft contract (amendments to the contract) from the consumer (another person who, in accordance with the contract or the law, concludes such contract in the interests of the consumer), did not inform on his refusal to conclude a contract (amendment) and did not provide his objections or the protocol of disagreements to it and at the same time did not stop providing the utility service to this consumer (or in another way showed his will to provide the corresponding utility service to the consumer), the contract (amendments to it) is considered concluded in the version proposed by the consumer (another person who, in accordance with the contract or the law, concludes such a contract in the interests of the consumer), unless otherwise provided for by this Law.

If the consumer (another person who, in accordance with the contract or the law, concludes such contract in the interests of the consumer), who received the draft contract (amendments to it) from the utility service provider, did not inform within 30 days of his refusal to conclude the contract (amendment) and did not provide his objections or the protocol of disagreements to it, but performed actions indicating his will to receive (continue receiving) the corresponding utility service from this contractor (including paid for the provided services), the contract (amendments to it) is considered to be concluded in the version proposed by the utility service contractor, unless otherwise provided for by this Law.

The unjustified refusal of the consumer (another person who, in accordance with the contract or the law, concludes a contract in the interests of the consumer) to conclude the contract is the basis for the unilateral termination by the contractor of the corresponding utility service provision to such consumer.

The refusal of either party to conclude the contract proposed by the other party does not deprive it of the right to apply with a repeated proposal to conclude a contract under the procedure specified in this part.

5. The refusal of a consumer (another person who, in accordance with the contract or the law, concludes such contract in the interests of the consumer) to conclude the contract with a utility service contractor does not exempt him from the obligation to pay for the specifically consumed utility service provided by such service provider.

Article 14. Specifics of the conclusion, amendment and termination of the contract on the housing and utility services provision in an apartment building

1. By the decision of the apartment building co-owners (authorised governing body of the association of the apartment building co-owners), adopted in accordance with the law, the contract on the housing and utility services provision is concluded with the contractor of the corresponding utility service, as defined in [Article 6 of](#) this Law:

- 1) by each apartment building co-owner independently (individual contract);
- 2) by the manager or other person authorised by the co-owners (collective agreement) on behalf and at the expense of all apartment building co-owners;
- 3) by the association of an apartment building co-owners or other legal entity, that unites all co-owners of such apartment building and, in their interests, concludes a related contract on the housing and utility services provision as a collective consumer.

2. The apartment building co-owners (the association of an apartment building co-owners) independently choose one of the models for organising contractual relations, defined in part one of this article, for each type of utility service (except for supply and distribution of natural gas and for the supply and distribution of electrical energy). It is allowed to choose different models for organising contractual relations for various types of utilities within one apartment building.

Utilities for the supply and distribution of natural gas, supply and distribution of electrical energy are provided solely by virtue of individual contracts.

3. Individual contract on the housing and utility services provision is concluded between the co-owner of an apartment building and the contractor of the corresponding utility service.

The contractor of the utility service under an individual contract ensures that the quantitative and qualitative characteristics of the service comply with the established standards on the verge of the intra-house systems of an apartment building and the engineering and technical systems of the consumer's premises.

Maintenance, current repairs of the intra-building systems of an apartment building, ensuring the provision of the corresponding utility service (except for services of natural gas and electricity supply and distribution), are carried out by the contractor

of such service by virtue of a related contract with co-owners. The major repairs of the apartment building intra-house systems, ensuring the provision of the corresponding utility service, is carried out by co-owners or by persons authorised by them to carry out such work at the expense of co-owners.

Maintenance, current repairs of the intra-building systems of electricity supply and gas supply systems are carried out by the entity determined by the apartment building co-owners, at the expense of the co-owners.

Procedure of the maintenance and current repairs of the intra-building systems of electricity and natural gas supply is determined by the contract on the electrical energy and natural gas distribution and/or the contract on the services provision for the apartment building management.

The estimate of the costs for the maintenance and current repairs of the intra-building systems of electricity and natural gas supply is an integral part of the relevant contract, unless the co-owners carry out maintenance and current repairs on their own.

The payment to the utility service provider (except for services of natural gas and electricity supply and distribution) under an individual contract consists of:

- 1) payment for the service, which is calculated based on the amount of the approved prices/tariffs for the corresponding utility service and the consumed utilities volume, determined under the legislation;
- 2) fee for subscription services, the maximum amount of which is determined by the Cabinet of Ministers of Ukraine;
- 3) payment for maintenance, current repairs of intra-house systems of an apartment building ensuring the provision of such service, is determined by a contract between the contractor and co-owners.

The payment to the utility service provider for the supply and distribution of natural gas, the utility service provider for the supply and distribution of electrical energy under an individual contract consists of:

- 1) payment for the service, calculated in accordance with the principles of shaping and setting of prices/tariffs for the corresponding utility service, determined by law;
- 2) payment for maintenance, current repairs of intra-house systems of an apartment building ensuring the provision of such service, if the co-owners have decided to carry out such work by the contractor of the related utility service.

In the event of an individual contract on the utility service provision in an apartment building, which is managed by the manager, the contract on the provision of services for the management of an apartment building is amended in terms of reduction of the cost estimate for the maintenance of an apartment building and the adjacent territory by the amount of upkeep, maintenance and current repairs of intra-house systems of an apartment building, ensuring the supply of the related utility service.

4. A collective agreement on the utility service provision is concluded with the contractor of such service by a person authorised by the co-owners, on behalf of and at the expense of all co-owners of the apartment building.

Such authorised person may be:

co-owner of an apartment building;

manager of an apartment building;

the authorised governing body of the association of the apartment building co-owners;

board of a housing associations;

another individual or legal entity authorised by the decision of the co-owners (the authorised governing body of the association of the apartment building co-owners).

In the event of a collective contract, the provisions of the [Civil Code of Ukraine](#) on power of attorney shall apply to the relations between the apartment building co-owners and the person authorised by the co-owners, unless otherwise agreed between them.

Collective agreement on the provision of utilities is signed on the terms determined in the decision of the co-owners (the authorised governing body of the association of the apartment building co-owners).

Collective agreement on the provision of utilities can be concluded with the contractor of the corresponding utility service, provided that the apartment building is equipped with metering unit (s), which provides general accounting for the utility consumption in the house.

The decision of the co-owners (the authorised governing body of the association of the apartment building co-owners) to conclude a collective contract on the utility provision, adopted in accordance with the procedure established by law, must necessarily determine the conditions for the conclusion and execution of such contract, including, but not exclusively:

- a) authorised person, on behalf of and at the expense of the co-owners, concludes and implements a collective agreement on the utility provision;
- b) procedure for the authorised person to keep records of the consumed utilities volume and their payment, including for each co-owner;
- c) procedure and conditions for the authorised person to distribute the volume of consumed utilities between co-owners in accordance with the law;
- d) determination and procedure for financing the authorised person's expenses related to the conclusion and implementation of the collective contract on the utility provision;
- d) procedure for transferring funds to pay for the consumed utility volumes by co-owners to a current account with a special mode of use, opened by an authorised person.

The cost of utilities provided by the contractor under the collective contract on the utility provision consists of a service fee, which is calculated on basis of approved prices/tariffs for the relevant utility service and the volume of utilities consumed, determined and distributed in accordance with the law.

The cost of utilities provided by the contractor under the collective contract on the utility provision does not include the subscription fee and the service fee for the intra-house systems of an apartment building.

Maintenance, current and major repairs of intra-house systems of an apartment building ensuring the provision of such service (except for the supply and distribution of natural gas and electric energy), are carried out by the co-owners or persons engaged by them authorised to perform such work at the expense of the co-owners.

Co-owners pay to an authorised person, who on their behalf and at their expense, has entered into a collective agreement on the utility provision, a fee for organising the conclusion and execution of such contract, the fee is determined by agreement of the parties, if the need to pay such fee is determined by the contract.

In the event of a collective contract on the utility service provision, the contractor ensures that the quantitative and qualitative characteristics of the service comply with the established standards on the verge of centralised engineering and technical supply systems for the contractor's service and the intra-house systems of an apartment building.

If there is a debt for the consumed utilities, the contractor shall file a complaint (claim) with the relevant co-owner, who, according to the information provided by

the authorised person to the written request of the contractor, did not duly fulfil the obligation to pay for utilities.

If the authorised person does not provide such information to the written request of the contractor within 10 calendar days from the date of receipt of the request, the contractor has the right to file a complaint (claim) for payment of the actual debt by such authorised person. The authorised person, who paid the contractor the amount of debt, has the right to reclaim (recourse) from the co-owner, who has not duly fulfilled the obligation to pay for the utilities consumed, in the amount of the debt paid.

5. An authorised person opens a current account with a special mode of use for each utility service for making settlements in accordance with the collective contract on the utility services provision in the general procedure determined by the National Bank of Ukraine for opening current accounts.

The funds in the current account with a special mode of use are the property of the apartment building co-owners.

An authorised person is obliged to use the funds in such account solely for making payments for utilities in accordance with the collective contract on the utility provision. The use of these funds for any other purpose is prohibited.

The funds in the current account with a special mode of use cannot be seized and levied on enforcement documents in accordance with the obligations of the authorised person, not related to the conclusion and implementation of the collective contract on the utility provision, as well as the obligations of co-owners, not related to payment for consumed utilities received under such contract.

Operations in current accounts with a special mode of use are not subject to suspension.

6. In the event that a contract on the utility service provision is concluded by an association of an apartment building co-owners as a collective consumer, such contract is concluded with the contractor of the relevant service by an association of an apartment building co-owners on its own behalf. The conditions for the conclusion and execution of such contract, as well as the relationship between the collective consumer and individual consumers, are regulated by the statute of such association and the decisions of its authorised governing bodies.

7. In the event that the apartment building co-owners have not independently chosen one of the models for organising contractual relations, defined in the part one of this article, and/or have not come to an agreement with the contractor on the amount of payment for servicing the intra-building systems of an apartment building, the contractor of the relevant utility service and each co-owner concludes an individual

contract for the utility service provision in accordance with the requirements of part three of this article, taking into account the following features:

1) the contractor ensures that the quantitative and qualitative characteristics of the service comply with the established standards on the verge of centralised engineering and technical systems for supplying the contractor's service and intra-house systems of an apartment building;

2) the payment to the contractor of the utility service under an individual contract does not include the service charge for the intra-building systems of an apartment building, which ensure the supply of the relevant utility service;

3) Maintenance, current and major repairs of intra-house systems of an apartment building ensuring the provision of such service are carried out by the co-owners or by the persons involved by them authorised to perform such work at the expense of the co-owners.

8. The provisions of this article may be applied to relations arising from the conclusion, amendment and termination of contracts for the utility provision to consumers in double houses and in other buildings, the premises of which are independent objects of real estate, by decision of the owners (co-owners) of such houses (buildings).

Article 15. Procedure for concluding, amendments and terminating contracts for the provision of services for the apartment building management

1. Contract for the provision of services for the apartment building management (amendments to it) on behalf of all apartment building co-owners is concluded with a defined co-owner (co-owners) determined in accordance with the law, authorised with this decision of the meeting of co-owners. Such contract is signed on the terms approved by the meeting of co-owners, and is binding on all co-owners.

In cases determined by law, a contract for the provision of services for the apartment building management is concluded on behalf of the apartment building co-owners of by an authorised person of the local government.

In one apartment building, a contract for the provision of management services can be concluded simultaneously with no more than one manager.

Contract for the provision of services for the apartment building management is concluded for a one-year period. If, one month before the expiration of the specified period, none of the parties notifies the other party in writing of the cancellation of the contract, the contract is deemed to be extended for another one-year period.

2. Contract for the provision of services for the apartment building management concluded on behalf of the apartment building co-owners by an authorised person of the local government, may be terminated ahead of schedule in the cases and in the manner determined by law.

Section V

PROCEDURE FOR HOUSING AND UTILITY SERVICES PROVISION

Article 16. General requirements for the housing and utility services provision

1. Utility services provision and provision of services for the apartment building management are carried out continuously, except for the break time for:

1) carrying out repair and maintenance work in accordance with building codes and regulations, rules of technical operation and use, regulations on current and major repairs and other regulatory legal acts;

2) non-heating period for heating systems by reference to the climatic conditions in accordance with regulatory legal acts;

3) emergency response and remediation.

2. In the event of a planned interruption in the utility provision, the contractor is obliged to inform the consumer through the media or in another way that guarantees the delivery of such information to each consumer, about such planned interruption at least 10 days in advance (except for an interruption for the emergency response and remediation). The message must indicate the reason and the period of interruption in the relevant services provision of the.

In the event of interruption in the utility provision for the emergency response and remediation, the contractor is obliged to inform the consumer through the media or in another way that guarantees the delivery of such information to the consumer, about such interruption no later than three hours from the beginning of such interruption. The message must indicate the reason and the period of interruption in the relevant services provision of the.

3. The utility service quality must meet the requirements established by this Law, other legislative acts and the contract. Obligation to ensure the compliance of the utility service quality with the established requirements rests with the contractor of such service.

Obligation to ensure the compliance of the utility service quality with the established requirements rests with the manager of an apartment building.

Protection of the rights of housing and utility services consumers is carried out by the authorised central executive authority that implements state policy in the field of state supervision (control) over compliance with legislation on the protection of consumer's rights.

4. The obligation to ensure the readiness for the utility provision of intra-building systems located in a residential building (including an apartment building) and are intended for the utility provision shall be rest with the owner of such building (apartment building co-owners), if this obligation is not rest with the manager or other person in accordance with the law or contract.

5. In the event of the interruption in the utility provision specified in this article, the payment for the relevant housing and utility services for the period of such interruptions is not charged.

Article 17. Commercial accounting of utility services

1. Commercial accounting of utility services for the heat energy supply, hot water, centralised water supply is carried out by metering units of the relevant utility services, providing a general accounting of their consumption in the building, its part (entrance), equipped with a separate engineering input, according to the readings of its (their) measuring devices.

Distribution between consumers of the consumed services volume in the building for the supply of heat energy, hot and cold water is carried out in accordance with the legislation.

Fees for the installation, maintenance and replacement of the commercial metering units for utility services supply of heat energy, hot water, centralised water supply are included in the payment to the contractor of the relevant utility service and are reflected in the utility bill separately.

2. Commercial accounting of utility services for the electricity and natural gas supply and distribution in an apartment building is carried out by metering units installed in residential and non-residential premises of consumers, providing individual metering of the corresponding utility service consumption in apartments (premises) of an apartment building.

3. The volume of services provided to the consumer for centralised drainage is determined at the level of the volume of services consumed by him for centralised water supply and hot water supply, except for cases established by law.

4. In the absence or malfunction of metering units specified in parts one and two of this article, commercial metering is carried out in accordance with the procedure established by law at the place of entry of the relevant external engineering networks

into the building (its part), and for services of the electricity and natural gas supply and distribution – at the point of entry of the corresponding in-house systems into the residential or non-residential premises of the consumer.

Article 18. Apartment building management services

1. Apartment building management by a manager is carried out by virtue of a contract on the provision of services for the apartment building management, which is concluded in accordance with a standard contract.

2. Manager keeps a separate record of income and expenses (accounting card) for each apartment building under his management, and provides the apartment building co-owners with free access to this information on their apartment building in accordance with the procedure provided for in the contract.

3. If, on behalf of the co-owners, the manager accumulates funds for reconstruction, restoration, major repair, technical re-equipment of the common property in an apartment building, leases, establishes an easement in relation to the common property of an apartment building, or if the manager has entered into contracts with utility service providers on behalf of and at the expense of co-owners (except for the case of concluding a collective contract on the utility provision), the manager is obliged to open a separate bank account for accepting payments and making settlements for each apartment building under his management and provide the apartment building co-owners with free access to information on the movement of funds on the relevant account.

The funds of such account are the property of the apartment building co-owners and are used solely for their intended purpose.

4. If the contract for the provision of management services provides for the manager's obligation to conclude an insurance contract for his liability for damage caused to the common property, rights and legitimate interests of the apartment building co-owners as a result of non-performance or improper performance by the manager of his duties, the manager within one month after the conclusion contract on the provision of services for the apartment building management (or amendments to it) is obliged to conclude such insurance contract for a period not less than the term of the contract for the provision of services for the apartment building management and to continue it in a timely manner (conclude a new one).

5. Manager-legal entity must have at least one employee who has passed professional certification for compliance with the qualification requirements of the profession “manager (administrator) of a residential building (group of buildings)”.

{Paragraph one, part five, Article 18 comes into force on 1 January 2019 – see [clause 1 Section VI](#)}

Manager-individual entrepreneur must independently pass professional certification or have at least one employee under an employment contract who has passed professional certification for compliance with the qualification requirements of the profession “manager (administrator) of a residential building (group of buildings)”.

{Paragraph two, part five, Article 18 comes into force on 1 January 2019 – see [clause 1 Section VI](#)}

The procedure for the professional certification for compliance with the qualification requirements of the profession “manager (administrator) of a residential building (group of buildings)” and [the criteria list](#) that enterprises, institutions, organisations carrying out such professional certification must meet are established by the Cabinet of Ministers of Ukraine.

6. Income from the use of the common property of an apartment building and the establishment of easements shall be directed to the major repair (replacement) of the apartment building common property, unless otherwise provided by the contract for the provision of services for the apartment building management or by a decision of the apartment building co-owners or an association of the apartment building co-owners.

7. In the event that the manager fails to comply with the requirements of this Law and the contract, the apartment building co-owners or an association of the apartment building co-owners have the right to demand early termination of the contract on the management services for the apartment building.

8. In the event of termination of the contract on the provision of services for the apartment building management, the manager of the apartment building is obliged, no later than the day following the day of termination of the contract, to transfer to the new manager of the apartment building or a person authorised by the co-owners or the association of the apartment building co-owners:

1) available technical documentation for such apartment building according to [the list](#) determined by the central executive authority, which is in charge of shaping and implementation of state policy in the field of housing and utility services;

2) information on the work performed on the maintenance and repair of the structural elements of the apartment building and engineering systems for the term of the contract, but not more than the last three years;

3) information on the accidents and technical faults in the context of structural elements and engineering systems for the term of the contract, but not more than the last three years;

4) accounting data of income and expenses for the apartment building maintenance for the term of the contract, but not more than the last three years;

5) other property transferred to the manager of an apartment building by decision of the co-owners.

In the event of termination of the contract on the provision of services for the apartment building management, the balance of funds that are accounted for on the day of termination of the management contract on separate bank accounts opened by the manager in accordance with part three of this article, as well as on the current account with a special mode of use, opened in accordance with [part five](#) of Article 14 of this Law is returned to each of the co-owners who paid the relevant fee, unless otherwise provided for by the contract or decision of the co-owners. As regards the balances of funds generated from income from the use of the common property of an apartment building, the funds are returned in proportion to the share of the apartment building co-owner.

Article 19. Natural gas supply and distribution service

1. The unit of measurement of the volume of natural gas consumed by the consumer shall be determined by the rules for the supply of natural gas approved by the authority authorised by law.

2. Natural gas supply and distribution must be provided continuously, with a guaranteed level of safety and quality.

The quality parameters of natural gas and the value of its pressure must comply with regulatory documents in the field of standardisation.

The value of gas pressure cannot be less than the minimum permissible value determined by regulatory and technical documents for gas appliances and devices.

3. To ensure the continuity and safety of gas supply, the operator of the gas distribution system carries out maintenance of in-house gas supply systems in residential buildings. The types of work that are included in the maintenance of in-house gas supply systems in residential buildings are determined by the central executive authority, which is in charge of shaping and implementing of state policy in the oil and gas complex.

The representative of the operator of the gas distribution system has the right to access the dwelling, other immovable property to carry out maintenance of the in-house gas supply systems in such building in accordance with the procedure of servicing the in-house gas supply systems established by law.

Repair of in-house gas supply systems in residential buildings (except for work included in the maintenance of intra-house gas supply systems in residential buildings) is carried out at the expense of the owners (co-owners) of such residential, including an apartment building, in accordance with the estimate submitted by the operator of the gas distribution system or other business entity that has permission to carry out such work, and approved by the owner (co-owners) of the house.

4. Natural gas supply and distribution to the consumer is carried out in accordance with a standard contract approved by the National Commission for State Regulation in the Fields of Energy and Utilities.

5. Contract on the natural gas supply is concluded only if the consumer or his supplier has on hand a contract on the division of natural gas with the relevant operator of the gas distribution system.

The operator of the gas distribution system has the right to refuse the consumer or his supplier to conclude a contract on the division of natural gas solely on the grounds specified in [Article 19](#) of the Law of Ukraine “On the Natural Gas Market”.

Article 20. Electrical energy supply and distribution service

1. Unit of measurement of the volume of electrical energy consumed by the consumer shall be determined by the rules of the retail market, approved by the authority authorised by law.

2. The service provider for the electrical energy supply and distribution is obliged to supply the consumer with electrical energy in accordance with the terms of the concluded supply contract in compliance with the established indicators of the service quality.

The quality parameters of electrical energy must comply with regulatory documents in the field of standardisation.

3. To ensure the continuity and safety of electricity supply, an energy supplier or other business entity that has permission to carry out such work carries out maintenance of in-house electricity supply systems in residential buildings. [The types of work that are included in the maintenance of in-house electricity supply systems in residential buildings](#) are determined by the central executive authority, which is in charge of shaping and implementing of state policy in the power generating industry.

The representative of the electricity distribution company or other business entity that has a permission to carry out such work have the right to access the dwelling, other immovable property to carry out maintenance of intra-house electricity supply systems in such house.

Representatives of the energy supplier or other business entity that has permission to carry out such work have the right to access the premises where the in-house power supply systems are located to carry out maintenance of such systems.

Repair of in-house electricity supply systems in residential buildings (except for work included in the maintenance of intra-house electricity supply systems in residential buildings) is carried out at the expense of the owners (co-owners) of such residential, including an apartment building, in accordance with the estimate submitted by the energy supplier or other business entity that has permission to carry out such work, and approved by the owner (co-owners) of the house.

4. Obligations of energy suppliers or other entities, determined by the law on the supply and distribution of electrical energy, are established by the law regulating relations in the field of supply and distribution of electrical energy.

5. The service for the supply of electrical energy is provided in accordance with the terms of the contract and the requirements of the rules approved by the National Commission for Government Regulation in the Spheres of Energy and Utilities.

Article 21. Heat energy supply service

1. Unit of measurement of the volume of heat energy consumed by the consumer shall be determined by the rules for the provision of the relevant utility service, approved by the authority authorised by law.

2. Service provider for the heat energy supply must ensure the supply of the heat carrier continuously, with a guaranteed level of safety, volume, temperature and pressure.

The quality parameters of heat energy must comply with regulatory documents in the field of standardisation.

3. Heat energy supply for the needs of centralised heating is carried out during the heating period.

The procedure for determining the start and end dates of the heating period is determined by law.

4. The heat energy supply to individual heat points of consumers for heating and hot water preparation is carried out continuously, taking into account the breaks defined by [Article 16](#) of this Law.

5. The service price for the supply of heat energy is the tariff for heat energy for the consumer, which is determined as the sum of tariffs for the production, transportation and supply of heat energy.

6. The service for the heat energy supply shall be provided in accordance with the terms of the contract concluded taking into account the specifics determined by this Law and the requirements of the rules for the services provision for the heat energy supply, approved by the Cabinet of Ministers of Ukraine, unless otherwise provided for by law.

Article 22. Hot water supply service

1. The unit of measurement of the volume of hot water consumed by the consumer shall be determined by the rules for the provision of the relevant utility service, approved by the authority authorised by law.

2. Service provider for the hot water supply must ensure the supply of it continuously, with a guaranteed level of safety, temperature and pressure.

3. The parameters of hot water quality must comply with the requirements established by law.

6. The service for the hot water supply shall be provided in accordance with the terms of the contract concluded taking into account the specifics determined by this Law and the requirements of the rules for the services provision for the hot water supply, approved by the Cabinet of Ministers of Ukraine, unless otherwise provided for by law.

5. Tariffs for utilities for the hot water supply that are producing by autonomous heating systems and/or an individual heating point, are shaped and set separately for each apartment building, taking into account the production cost of providing such service, as well as the profitability of the business entity that carries out such activities.

Article 23. Centralised water supply service

1. The unit of measurement of the volume of centralised water supply consumed by the consumer shall be determined by the rules for the provision of the relevant utility service, approved by the authority authorised by law.

2. Service provider for the centralised water supply must ensure the supply of it continuously, with a guaranteed level of safety and pressure.

3. The parameters of water quality must comply with the requirements established by law.

6. The service for the centralised water supply shall be provided in accordance with the terms of the contract concluded taking into account the specifics determined by this Law and the requirements of the rules for the services provision for the

centralised water supply, approved by the Cabinet of Ministers of Ukraine, unless otherwise provided for by law.

Article 24. Centralised drainage service

1. Unit of measurement of the volume of centralised drainage supply consumed by the consumer shall be determined by the rules for the provision of the relevant utility service, approved by the authority authorised by law.
2. Criterion for the quality of the centralised drainage service is the unimpeded reception of wastewater in the contractor's network from the consumer's networks, provided that the consumer's networks are in good working order.
3. Service for the centralised drainage shall be provided in accordance with the terms of the contract concluded taking into account the specifics determined by this Law and the requirements of the rules for the services provision for the centralised drainage, approved by the Cabinet of Ministers of Ukraine, unless otherwise provided for by law.

Article 25. Handling household waste service

1. Consumers are obliged to conclude a contract on the handling of household waste with a person determined in accordance with the procedure established by law.

Unless otherwise determined by law, associations of the apartment building co-owners, the apartment building manager or another authorised person who concludes a collective agreement on the provision of utilities, in accordance with the rules for the improvement of the territory of the settlement, designed taking into account the sanitary cleaning scheme of the settlement and approved by the local government, has the right to choose among the providers of services for the handling of household waste determined in accordance with the procedure established by law.

2. Unit of measurement for the volume of services provided for the handling of household waste is a kilogram, ton, cubic meter or other unit determined by the rules for the provision of the relevant utility service, approved by the body authorised by law.

Unit of measurement for the provided volume of services for the handling of household waste is established by the local government.

3. Criterion for the quality of services for the handling of household waste is compliance with the schedule for household waste removal, compliance with the rules for the services provision for handling household waste, compliance with the requirements of the legislation on the services provision for the removal of household waste.

4. Service for the handling of household waste shall be provided in accordance with the terms of the contract, concluded taking into account the specifics determined by this Law, and the requirements of the rules for the services provision for the handling of household waste, which are approved by the Cabinet of Ministers of Ukraine.

5. In the case of introduction of separate handling waste collection, when setting prices/tariffs for the handling of household waste service, the cost of operations for handling separately collected (sorted) useful components of this waste is not taken into account.

Article 26. Responsibility for improper performance of the contract

1. {The effect of part one, Article 26 is suspended until 1 July 2020 in accordance with the Law [No. 533-IX of March 17, 2020](#)} In case of late payments for housing and utility services, the consumer is obliged to pay a penalty in the amount established in the contract, but not more than 0.01 percent of the debt amount for each day of delay. The total amount of the penalty paid cannot exceed 100 percent of the total amount owed.

Penalty interest begins on the first business day following the last day of the deadline for payment of utility bills.

Penalty interest is not charged if there is a government debt for the benefits and housing subsidies provided to the citizens and/or the consumer has a duly confirmed wage debt.

2. Contractor of the utility service or the apartment building manager is obliged to recalculate independently the cost of a utility service or a service for an apartment building managing for the entire period of its non-provision, partial provision or inadequate quality, as well as pay the consumer a forfeit (fine, penalty) in accordance with the procedure and the amount determined by law or contract.

3. Contractor of the utility service is not responsible for its non-provision, partial provision or inadequate quality, if it proves that at the metering point of such service (in the case of an individual contract – on the verge of intra-house systems of an apartment building and engineering and technical systems of the consumer's premises) its quality met the requirements established by this Law, other acts of legislation and the contract.

4. Contractor of the utility service (except for services for the supply and distribution of electricity and natural gas) has the right to restrict (terminate) the provision of the corresponding utility service to its consumer, regardless of the chosen model of organising contractual relations in case of non-payment in full of the debt for the consumed utility services during 30 days from the date the consumer receives a warning from the contractor. Such warning is sent to the consumer not earlier than

the next business day after the expiry of the deadline for payment of the utility service, determined by legislation and/or the contract on the provision of the relevant utility service.

Restriction (termination) of the corresponding utility service provision is carried out by the contractor in the presence of a representative of the person performing maintenance of the intra-building systems of the apartment building, ensuring the corresponding utility service provision, as well as the manager or officer or employee of the association of the apartment building co-owners, if the management of the apartment building is carried out respectively by the administrator or an association of the apartment building co-owners. The failure to appear of these persons, who were warned in advance by the contractor about the time and place of the restriction (termination) implementation of the utility service provision, is not an obstacle to the implementation by the contractor of the restriction (termination) of the utility service provision to the consumer.

Co-owners, manager or associations of an apartment building co-owners that manage an apartment building, as well as a person performing maintenance of the intra-building systems of an apartment building, ensuring the corresponding utility service provision, are obliged to ensure the contractor's access to such systems in order to exercise the right to restrict (terminate) the provision of the relevant utility services to the consumer. Such access is provided solely within the necessary scope for the implementation of the restriction (termination) of the relevant utility service provision to a specific consumer.

Utility services supply is restored in full within the next day from the date of full repayment of the debt for specifically consumed services or from the date of the conclusion of the debt restructuring agreement.

Restriction (termination) of the utilities provision for the supply and distribution of electricity and natural gas is carried out in accordance with the laws governing the field of electricity and natural gas.

Article 27. Procedure for filing consumer claims

1. In the event of non-provision, partial provision or inadequate quality, the consumer has the right to call the contractor of utilities (his representative) to check the quantity and/or quality of the provided services.
2. In the event of non-provision, partial provision or inadequate quality of services for the apartment building management, the consumer has the right to call the manager to check the quality of the provided services.

3. Procedure for verifying the quality of the utilities provision and the quality of services for the apartment building management is established by the Cabinet of Ministers of Ukraine, unless otherwise provided for by law.

4. Based on the checking results of the utilities provision quality or the quality of services for the apartment building management, a claim act is drawn up, which is signed by the consumer and the contractor of the utility service or the apartment building manager (for the management service of the apartment building).

5. Contractor of the utility service or apartment building manager (for the management of the apartment building) is obliged to arrive at the consumer's call within the time specified in the service contract, but no later than within 24 hours from the moment of receiving the consumer's notification.

Act-claim is drawn up by the contractor of the utility service or the apartment building manager (for the management of an apartment building) and the consumer and must contain information as to what constituted the non-provision, partial provision or inadequate quality of the utility service or the service for the apartment building managing, date (period) of its non-provision, partial provision or inadequate quality, as well as other information characterising non-provision, partial provision or inadequate quality.

In the event of a quality control of the provided services for centralised water supply, centralised hot water supply or natural gas supply, the consumer has the right to take samples. Information about sampling is included in the act-claim.

Procedure for taking samples and conducting their research on services for centralised water supply, centralised hot water supply and services for the natural gas supply is approved by the Cabinet of Ministers of Ukraine.

In the event that the fact of the supply of inadequate quality services is identified, based on the results of the samples research, the consumer's expenditures for the samples research are subject to compensation at the expense of the relevant service contractor.

6. In case of non-arrival of the utility service provider or manager (for the management of an apartment building) within the prescribed time limit or an unreasonable refusal to sign an act-claim, such act is signed by the consumer, as well as by at least two consumers of the relevant service living (located) in neighbouring buildings (in premises – if the service is provided in an apartment building), and the act-claim is sent to the utility service provider or manager (for the management service of an apartment building) by registered mail.

7. Contractor of the utility service or the manager (for the management of an apartment building) resolves the issue of satisfying the requirements set forth in the

claim act, or issues (sends) the consumer a substantiated written refusal to satisfy his claim within five working days. In case of non-response of the utility service contractor (manager) within the established time limit, the consumer's claims are considered recognised by such contractor (manager).

Article 28. Features of drawing up consumer claims in an apartment building

1. Drawing up consumer claims in an apartment building is carried out in accordance with the procedure provided for in [Article 27](#) of this Law, taking into account the specifics provided for in this Article.

2. In case of non-provision, partial provision or inadequate quality of services in an apartment building by virtue of individual contracts, the call of contractor for checking the quantity and quality of the provided utilities, signing of an act-claim, taking the samples are carried out by the co-owner – a party to the contract or his representative.

At the request of the co-owner-party to the contract, the representative of the association of the apartment building co-owners or the manager, if the apartment building management is carried out by the association of the apartment building co-owners or the manager respectively, who in this case also sign the act-claim, participate in checking the quantity and quality of the provided utilities.

In case of non-arrival of a representative of the association of the apartment building co-owners or a manager at the request of the co-owner to participate in the verification of the quantity and quality of the provided utilities within the prescribed period or an unreasonable refusal to sign the act-claim, such refusal is not an obstacle to the verification of the quantity and quality of the provided utilities and/or signing an act-claim. Information about the refusal is noted in the act-claim.

3. In case of non-provision, partial provision or inadequate quality of services in an apartment building by virtue of the contract, concluded between the contractor of such services to associations of the apartment building co-owners as a collective consumer, call of the contractor for checking the quantity and quality of provided services, signing an act-claims, taking of samples is carried out by a representative of the association of the apartment building co-owners. Co-owners participate in the verification at will.

At the request of the association of the apartment building co-owners-the party to the contract, the manager participates in checking the quantity and quality of the provided utilities, who also signs the claim act in this case.

In case of non-arrival of a manager at the request of the association of the apartment building co-owners to participate in the verification of the quantity and quality of the provided utilities within the prescribed period or an unreasonable refusal to sign the

act-claim, such refusal is not an obstacle to the verification of the quantity and quality of the provided utilities and/or signing an act-claim. Information about the refusal is noted in the act-claim.

4. In case of non-provision, partial provision or inadequate quality of services in an apartment building by virtue of the collective contract on the utilities provision, between the contractor of such services and the manager or another person authorised by the co-owner, call of the contractor for checking the quantity and quality of the provided services, the signing of the act-claim, taking of samples is carried out by such manager or another person authorised by the co-owner. Co-owners or representatives of the association of the apartment building co-owners participate in the verification at will.

5. In case of non-provision, partial provision or inadequate quality of services for the apartment building management, the call of the manager for checking the quality of the provided services, the signing of an act-claim shall be carried out by the contracting party on the apartment building management.

Article 29. Procedure for access to dwelling, other immovable property of the consumer

1. Consumer is obliged to provide the representatives of the utility service contractor with access to his dwelling, other immovable property for:

1) elimination and prevention of accidents, associated with the provision of the relevant utility service, – around the clock;

2) installation or replacement of sanitary-technical and engineering equipment, technical or preventive inspections, taking control readings of metering units – in accordance with the terms of the contract on the provision of the corresponding utility service, the contract on the apartment building management.

2. Representatives of the utility service contractor, when access to dwelling, other immovable property, are obliged:

1) present an appropriate authorisation document;

2) respect the rights of consumers, refrain from disclosing information about the personal life of the consumer, other persons in dwelling (other immovable property), which has become known to them in connection with access to dwelling, other immovable property;

3) stay only in those rooms where the equipment is located, the inspection, repair, installation, replacement or review of which is being carried out.

3. A consumer's refusal to provide access to a utility service provider to the consumer's premises in the cases provided for in part one of this article is the basis for terminating the provision of the relevant utility service to the consumer. After the consumer has provided such access, the service provision is restored.
4. In urgent cases related to the need to save the life and health of people and/or property, in accordance with the procedure established by this article, access to dwelling, other immovable property may be provided without obtaining the consent of its owner (user) (unauthorised access) for inspection and elimination or prevention of an accident.
5. Unauthorised access to the dwelling, other immovable property occurs without obtaining the consent of its owner (user), if at the emergency time such owner (user) is absent and there is no way to contact him to inform about the need to immediately arrive to the dwelling, other immovable property, or he refuses to admit a representative of the contractor to his dwelling (other immovable property), and at the same time there are objective grounds to believe that an accident that poses a threat to life and/or property is in this particular dwelling (another immovable property).
6. Representative of the contractor warns the owner (user), who is present, but refuses to admit him to the dwelling (another immovable property), about unauthorised access.
7. During the unauthorised access and until the complete finish of the work specified in part eight of this article, a representative of the contractor, a representative of the internal affairs bodies, emergency repair team workers and the owner (user) from any of the neighbouring buildings (from any premises located in the same apartment building if unauthorised access is carried out in an apartment building).
8. During unauthorised access, the following duties are assigned to the workers of the emergency repair team:
 - 1) ensuring the access to the dwelling, other immovable property, including, if necessary, by violating the structural integrity of entrance doors, windows or other elements of buildings and premises after coordinating their actions with other participants in unauthorised access;
 - 2) inspection of the accident site and/or the place of occurrence of malfunctions that make it impossible to provide housing and utility services to other consumers;
 - 3) carrying out repair and restoration work;
 - 4) immediate restoration of the structural integrity of entrance doors, windows, locks, door latch on them and other elements of buildings and premises that were damaged during unauthorised access, and carrying out appropriate repair and restoration work;

5) observance of the rights of persons living (being) in the corresponding housing, other immovable property, minimising the negative consequences of unauthorised access, including for their property and restricting access only to those premises in which the corresponding repair and restoration work is carried out.

9. During the unauthorised access, the contractor's representative draws up an act on the implementation of unauthorised access and repair and restoration work, which is signed by all participants of such access. Act must indicate:

1) grounds for unauthorised access;

2) information on the consumer's warning with specification of the time and persons who negotiated with the consumer, if any;

3) cause and place of the accident, the list of malfunctions;

4) list of work executed;

5) surnames, first names, patronymics and employments of participants in unauthorised access;

6) information on the method and time of restoring the structural integrity of entrance doors, windows or other elements of buildings and premises that were damaged during unauthorised access, and carrying out repair and restoration work.

The original of the compiled act is kept by the utility contractor. Other participants in unauthorised access are issued copies of the act, certified by the seal of the contractor.

10. A representative of the contractor, in the presence of other participants in unauthorised access, seals the restored doors, windows or other elements of buildings and premises with his own seal and puts his signature, time and date of sealing.

11. Costs of unauthorised access in connection with the refusal of the owner (user) to provide access to his dwelling (other immovable property), as well as the damage caused as a result of this, shall rely on the guilty person.

Costs associated with ensuring unauthorised access, carrying out repairs and restoration work necessary due to the absence of the owner (user) in the housing (other immovable property) shall rely on the guilty person.

Contractor of the utility service, who independently incurred these expenses, has the right to a reverse claim for reimbursement of such expenses at the expense of the guilty persons.

12. In an apartment building, managed by a manager, the rights and obligations of representatives of utility service providers for access (including unauthorised access) to the dwelling, other immovable property, provided for by this article, also apply to the manager and his representative.

13. In an apartment building, managed by an association of the apartment building co-owners, the rights and obligations of representatives of utility service providers for access (including unauthorised access) to the dwelling, other immovable property, provided for by this article, also apply to officials and employees of such association.

Section VI

FINAL AND TRANSITIONAL PROVISIONS

1. The present Law shall enter into force as of the day following the day of its promulgation but shall be effective as of 1 May 2019, except for:

[Article 1, part one](#) Article 2, [Articles 3–7,9, 11, 12, part two](#) of Article 26, [Articles 27 and 29](#) (regarding the regulation of services for the apartment building management), [part two](#) of Article 2, [part three](#) and [part four](#) of Article 8, [part two](#) and [part three](#) of Article 10, [Article 15, part one, part three](#), and [part five](#) of Article 16, [Article 18, part five](#) of Article 28, [clauses 2, 3⁻¹, 6, subclause 1](#), of [subclause “6”](#), subclause 2, [subclauses 5 and 11](#) of clause 8 of this Section, which come into force six months after the date of entry into force of this Law;

[part three](#) of Article 11, [paragraphs one and two](#), part five of Article 18, which come into force on 1 January 2019.

{Clause 1 of Section VI as amended by Law *No. 2454-VIII on 07 June 2018*}

2. The Law of Ukraine [“On Housing and Utility Services”](#) (The Official Bulletin of the Verkhovna Rada of Ukraine (BVR), 2004, No. 47, Art. 514 with subsequent amendments) shall be recognised as invalid from the date of entry into force of this Law, except for the rules governing the services provision for maintenance of houses and structures and adjoining territories, management of a building, a structure or a group of buildings, repair of premises, buildings, structures shall become invalid six months after the entry into force of this Law.

{Clause 2 of Section VI as amended by Law *No. 2454-VIII on 07 June 2018*}

3. Contracts on the utility service provision concluded prior to the entry into force of this Law shall remain in force on the conditions determined by such contracts until the date of entry into force of contracts for the provision of the corresponding utilities concluded according to the rules determined by this Law. Such contracts shall be concluded between consumers and utility service providers within five months from the date of completion of measures to prevent the emergence and spread of

coronavirus disease (COVID-19), provided for by the quarantine established by the Cabinet of Ministers of Ukraine. If, according to contracts on the utility service provision concluded before the entry into force of this Law, an earlier term for their termination is provided, such contracts are considered extended for the same period and on the same conditions.

{Clause 3 of Section VI as amended by Law *No. 2454-VIII on 07 June 2018* as amended by Law [*No. 540-IX on 30 March 2020*](#)}

3-1. Contracts on the services provision for the maintenance of buildings, structures and adjoining territories, concluded before the enactment of the norms of this Law governing the provision of services for the apartment building management, shall remain in force on the conditions determined by such contracts (including the removal of household waste, if any), up to the date of entry into force of contracts for the services provision for the apartment building management, concluded according to the rules determined by this Law. If such contracts provide for an earlier termination period, such contracts are deemed to be extended for the same period and on the same conditions.

Benefits and subsidies for reimbursement of expenses for the services payment for the maintenance of buildings, structures and adjacent territories shall be provided until the date of entry into force of contracts for the provision of services for the apartment building management.

Prior to the approval by the Cabinet of Ministers of Ukraine of the Standard Contract on the services provision for the apartment building management, the parties conclude a contract on the services provision for the apartment building management in the form and on the terms agreed between the manager and the co-owners, and when determining the manager by the local government on a competitive basis – by the local executive authority (or another authority – the subject of power, to which the functions of managing the objects of housing and utility services, ensuring their maintenance and effective operation, the required level and quality of services are delegated).

{Section VI has been supplemented with paragraph 3–1 under Law *No. 2454-VIII on 07 June 2018*}

4. Not later than within five months from the date of completion of measures to prevent the emergence and spread of coronavirus disease (COVID-19), provided for by the quarantine established by the Cabinet of Ministers of Ukraine, the co-owners apartment buildings, regardless of the form of the apartment buildings management chosen by them, must decide on the organisation model of the contractual relations with utility service providers (except for the supply of electricity and natural gas) for each type of utility service in accordance with [part one](#) of Article 14 of this Law, and the contractor of utility services – to conclude a contract with such co-owners on the

provision of the corresponding utility services in accordance with the model chosen by the co-owners for organising contractual relations.

{Clause 4 of Section VI as amended by Laws *No. 2454-VIII on 07 June 2018*, [No. 540-IX on 30 March 2020](#)}

5. If the apartment building co-owners did not decide on the choice of a model for organising contractual relations with a utility contractor within the period specified in [clause 4](#) of this section, an individual contract for the provision of utility services shall be concluded between the contractor and each co-owner in accordance with [part seven](#) of Article 14 of this Law.

6. In apartment buildings in which no co-owners association of the apartment building have been created on the day of entry into force of this Law, the co-owners have not made a decision on the form of the apartment building management and a competition has not been announced for the appointment of the apartment building manager in accordance with [part five](#) Article 13 of the Law of Ukraine “On the Specifics of Exercising Ownership Rights in an Apartment Building”, the local executive authority (or another body – the subject of authority, to which the functions of managing the objects of housing and utility services, ensuring their maintenance and effective operation, the required level and quality of services) is obliged to announce and enact such a competition within three months from the date of receipt of the minutes of the meeting of the apartment building co-owners with a request to appoint a manager. A decision on this issue shall be considered adopted by the meeting of co-owners if the owners of apartments and non-residential premises voted for it, the area of ??which together exceeds 50 percent of the total area of ??all apartments and non-residential premises of an apartment building.

7. In apartment buildings in which at least half of the apartments and non-residential premises are separated (disconnected) from the networks of centralised heating and centralised hot water supply on the date of entry into force of this Law, the owners of apartments and non-residential premises connected to such networks are not obliged, but have the right solely by their own decision in the prescribed manner to separate (disconnect) their apartment or non-residential premises from them and arrange an individual heat supply system (heating and/or hot water supply) in such apartment or non-residential premises.

Forced separation (disconnection) from centralised heating networks and hot water supply to owners of apartments and non-residential premises connected to such networks in apartment buildings is not allowed in case of separation (disconnection) from these networks of other owners of apartments and non-residential premises.

2. The following laws of Ukraine shall be amended:

1) in [paragraph one](#), clause 11, part one of Article 20 of the Law of Ukraine “On the Status and Social Protection of Citizens Affected by the Chernobyl Catastrophe” (The Official Bulletin of the Verkhovna Rada of Ukraine (BVR), 1992, No. 13, Art. 178; 2006, No. 49 Art. 485) the words “maintenance of houses” shall be replaced by the words “apartment buildings management”;

2) in the [Law of Ukraine “On Local Self-Government in Ukraine”](#) (The Official Bulletin of the Verkhovna Rada of Ukraine, 1997, No. 24, Article 170 as amended):

a) in [clause “a”](#) of Article 28:

subclause 2 shall be stated to read as follows:

“2) establishment, in the manner and within the limits determined by the legislation, tariffs for household, utilities (except for tariffs for heat energy, centralised water supply and centralised drainage, hot water supply services, which are established by the National Commission for government regulation in the Spheres of Energy and Utilities), transport and other services”;

shall be supplemented with subclause 9 to read as follows:

“9) participation in the organisation and financing of the major repair of residential buildings, major repair of property that is in common ownership with the apartment building co-owners, within the scope of budget programs determined by the decision of the relevant village, settlement, city council”;

b) [clause “a”](#) of Article 30 shall be supplemented with subclauses 20–22 to read as follows:

“20) the appointment, in cases and in the manner prescribed by law, of the apartment building manager;

21) the establishment of standards (norms) for the consumption of utilities in the manner prescribed by the Cabinet of Ministers of Ukraine;

22) establishing of the unit of measurement for the volume of provided services for the household waste management”;

3) in the [Law of Ukraine “On Waste”](#) (The Official Bulletin of the Verkhovna Rada of Ukraine, 1998, No. 36–37, Article 242 as amended):

a) Article 1 shall be supplemented with paragraph to read as follows:

“household waste management services – services for the removal, recycling and disposal of household waste that are provided in the settlement according to the

improvement standards of the settlement developed with due regard to the settlement sanitation scheme and approved by the local government”;

b) clause “b” of part one of Article 15 shall be stated to read as follows:

“b) pay, in accordance with the established procedure, for services for the household waste management”;

c) part one of Article 18 shall be supplemented with clause “c” to read as follows:

“c) introducing a procedure for the formation of tariffs on household waste management services”;

d) part two and three of Article 35-1 shall be replaced with three new parts to read as follows:

“Owners or tenants, users of sources of household waste, conclude contracts with a service provider for the removal of household waste, pay for services for household waste management and ensure the separate collection of household waste.

The provider of services for the removal of household waste shall be determined by the local government on a competitive basis in accordance with the procedure established by the Cabinet of Ministers of Ukraine.

The service provider for the removal of household waste shall conclude service agreements for household waste management with consumers. The service provider for the removal of household waste shall be obliged to conclude service agreements for recycling and disposal of household waste with business entities that provide such services following the improvement standards of the locality developed with due regard to the locality sanitation scheme. Contracts on the provision of services for the household waste management must contain information on the contracts concluded between the service provider for the removal of household waste and business entities providing services for the recycling and/or disposal of household waste”.

In this connection, parts four–fifteen shall be considered parts five–sixteen, respectively;

r) part one of Article 38 shall be supplemented with clause “i” to read as follows:

“i) stimulating consumers to separate waste collection by means of excluding from the payment for the service of household waste management the cost of operations for separately collected (sorted) useful components of this waste”;

4) in the [Law of Ukraine “On Natural Monopolies”](#) (The Official Bulletin of the Verkhovna Rada of Ukraine, 2000, No. 30, Article 238 as amended):

a) in part one of Article 5:

paragraph twelve shall be amended to read as follows:

“centralised water supply, centralised drainage”;

paragraph fifteen shall be deleted;

b) paragraph eleven of Article 6 shall be deleted;

5) [Article 9](#) of the Law of Ukraine “On State Social Standards and State Social Guarantees” (The Official Bulletin of the Verkhovna Rada of Ukraine, 2000, No. 48, Article 409) shall be stated to read as follows:

“Article 9. State social standards in the field of housing and utility services

State social standards in the field of housing and utility services shall be established in order to determine state social guarantees for the provision of housing and utility services and the rent cost, housing management and payment of utilities, which ensure the implementation of the constitutional right to the dwelling.

State social standards include:

the maximum rate of costs for housing management, payment for utilities provided for by the Law of Ukraine “On Housing and Utility Services”, depending on the income received;

social norm of dwelling and social standards for the use of utility services, for the payment of which the state provides benefits and establishes subsidies to citizens;

quality indicators of an apartment building management and the provision of utilities”;

6) [part one](#) of Article 19 of the Law of Ukraine “On Drinking Water and Drinking Water Supply” (The Official Bulletin of the Verkhovna Rada of Ukraine, 2002, No. 16, Article 112; 2017, No. 29, Article 314, No. 34, Article 370) shall be supplemented with paragraph six to read as follows:

“individual and collective consumers of housing and utility services, determined by the Law of Ukraine “On Housing and Utility Services”;

7) in the [Law of Ukraine “On Heat Supply”](#) (The Official Bulletin of the Verkhovna Rada of Ukraine, 2005, No. 28, Article 373; 2010, No. 49, Article 571; 2015, No. 36, Article 364; 2016, No. 51, Article 833; 2017, No. 17, Article 207):

a) **paragraph six** of Article 16 after word “development” shall be supplemented with words “and approval”;

b) **part fourteen** of Article 20 shall be supplemented with sentence three to read as follows: “Tariffs for heat energy produced and supplied by autonomous heating systems shall be formed and set separately for each apartment building equipped with an autonomous heating system, taking into account the cost of production and supply of heat energy in such systems, as well as the profitability of the business entity conducting such activities”;

8) in the **Law of Ukraine “On State Regulation in the Field of Public Utilities”** (The Official Bulletin of the Verkhovna Rada of Ukraine, 2010, No. 49, Article 571; 2012, No. 7, Article 53; 2013, No. 40, Article 537; 2014, No. 23, Article 874; 2016, No. 51, Article 833):

a) **clause 3** of part one of Article 1 shall be amended to read as follows:

“3) tariffs for utilities – tariffs for heat energy (except for tariffs for the heat energy production at combined heat and power plants, thermal power plants, nuclear power plants and cogeneration plants and installations using non-traditional or renewable energy sources), transportation of heat energy by main and local (distribution) heating networks, heat supply, tariffs for centralised water supply and centralised drainage, tariffs for services for the hot water supply”;

b) paragraphs **three** and **four** of clause 2, part one, Article 6 shall be deleted;

c) in the text of the **Law**, the words “centralised water supply and drainage” in all cases shall be replaced by the words “centralised water supply and centralised drainage” in the corresponding case, and the words “disposal of household waste”, “recycling of household waste” and “recycling and disposal of household waste” shall be deleted;

9) **paragraphs one–three** of part four, Article 17 of the Law of Ukraine “On Metrology and Metrological Activity” (The Official Bulletin of the Verkhovna Rada of Ukraine, 2014, No. 30, Article 1008; 2017, No. 34, Article 370) shall be replaced with five paragraphs to read as follows:

“4. Periodic verification, maintenance and repair (including dismantling, transportation and installation) of measuring instruments (the measurement results of which are used for payments for electricity and gas consumed for household needs), that are the property of individuals, the common property of the apartment building co-owners, shall be carried out at the expense of business entities providing electricity and gas supply services.

Responsibility for the timeliness of periodic verification, maintenance and repair (including dismantling, transportation and installation) of measuring instruments (the measurement results of which are used for payments for electricity and gas consumed for household needs), that are the property of individuals, the common property of the apartment building co-owners shall be assigned to business entities providing electricity and gas supply services.

Responsibility for the timeliness of periodic verification, maintenance and repair (including dismantling, transportation and installation) of measuring instruments (the measurement results of which are used for payments for consumed heat energy and water) shall be assigned to business entities providing maintenance for the relevant measuring instruments.

Periodic verification of measuring instruments (the measurement results of which are used for payments for electricity and gas consumed for household needs) shall be carried out at the expense of tariffs for electricity and gas supply. Periodic verification of measuring instruments (the measurement results of which are used for payments for consumed heat energy and water) shall be carried out at the expense of fees for the maintenance of commercial metering units established in accordance with the [Law of Ukraine](#) “On Commercial Metering of Heat Energy and Water Supply”.

Periodic verification, maintenance and repair (including dismantling, transportation and installation) of metering units providing individual metering of heat energy and water consumption in apartments (rooms) of the apartment building shall be carried out at the expense of the owners of such metering units, unless otherwise provided for by the contract, and in the case of concluding individual contracts on the provision of the corresponding utility service by the apartment building co-owners, periodic verification, maintenance and repair (including dismantling, transportation and installation) of such metering units shall be provided by the utility service provider at the expense of the subscription service fee established in accordance with the Law of Ukraine “On Housing and Utility Services”.

In connection therewith, paragraph four shall be considered as paragraph six;

10) [clause 28](#) of part one, Article 7 of the Law of Ukraine “On Licensing of Certain Types of Economic Activity” (The Official Bulletin of the Verkhovna Rada of Ukraine, 2015, No. 23, Article 158) shall be stated to read as follows:

“28) centralised water supply and centralised drainage, except for centralised water supply and centralised drainage at an unregulated tariff”;

11) in the [Law of Ukraine](#) “On Peculiarities of Exercising Ownership Right at Apartment Buildings” (The Official Bulletin of the Verkhovna Rada of Ukraine, 2015, No. 29, Article 262):

a) in [part five](#) of Article 5:

the first sentence after the words “must transfer” shall be supplemented with the words “passport of the construction object and”;

the second sentence after words “the person is not identified” shall be supplemented with the words “passport of the construction object and”, word “is transferred” shall be replaced by the word “are transferred”;

b) in [Article 8](#):

part one shall be supplemented with the sentence four to read as follows: “The co-owners are not liable for obligations arising from the actions or inaction of the manager violating the terms of the contract for the apartment building management”;

shall be supplemented with part three to read as follows:

“3. Scope of obligations and responsibility of each co-owner under the contract for the provision of utility services is determined in accordance with the Law of Ukraine “On Housing and Utility Services”;

c) in [Article 10](#):

part two shall be supplemented with clauses 8 and 9 to read as follows:

“8) disconnecting the house from the networks (systems) of the centralised supply of utilities in accordance with the procedure determined by law, and determining the system for further providing the house with utilities, subject to compliance with the requirements of the legislation on environmental protection;

9) making a decision on choosing a model for organising contractual relations with a utility service provider (concluding an individual contract and/or collective agreement on the provision of a utility service)”;

in part three:

shall be supplemented with words “elected in accordance with this Law”;

Paragraph 2 shall be added to read as follows:

“Meeting of co-owners in new built apartment buildings that have been put into operation can be held after state registration of ownership of more than half of the apartments and non-residential premises in such a building”;

in part six figures and the word “2 and 3” shall be replaced by figures and the word “2, 3 and 9”;

d) in [Article 11](#):

part one shall be supplemented with words “concluded in accordance with a model contract”;

in part two words “by agreement of the parties” shall be replaced by words “by decision of the co-owners meeting (general meeting of the association of an apartment building co-owners) with the consent of the manager”;

part four shall be amended to read as follows:

“4. Essential terms of the contract for the provision of management services for an apartment building are:

- 1) list of services;
- 2) requirements for the services quality;
- 3) rights and obligations of the parties;
- 4) responsibility of the parties for the contract breach;
- 5) price of services;
- 6) procedure for services payment;
- 7) procedure and conditions for amending the contract;
- 8) term of the contract, procedure and conditions for its extension and dissolution”.

9. Within six months after the enactment of this Law, the Cabinet of Ministers of Ukraine shall:

bring its regulatory acts in line with this Law;

ensure the enactment of normative legal acts aimed at the implementation of this Law, from the date of its entry into force;

amend the regulatory legal acts defining the procedure for transferring subventions from the state budget to local budgets for the provision of benefits and housing subsidies to the citizens, in terms of ensuring the provision of housing subsidies in relation to the cost of utilities consumed under the collective agreement on the provision of utilities, and subscription fees paid to the contractor of the utility service in accordance with the individual contract for the provision of utility services;

ensure, within the limits of their powers, the revision and cancellation of regulatory legal acts that contradict this Law;

ensure that ministries and other central executive authorities bring their regulations in line with this Law.

President of Ukraine	P. POROSHENKO
City of Kyiv 9 November 2017 No. 2189-VIII	