

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 23 Medi 2015
Tabled on 23 September 2015

Bil Rhentu Cartrefi (Cymru) Renting Homes (Wales) Bill

- Mark Isherwood** 168
Section 39, page 18, line 16, leave out '14' and insert '30'.
Adran 39, tudalen 18, llinell 18, hepgorer '14' a mewnosoder '30'.
- Mark Isherwood** 169
Section 39, page 18, line 21, leave out '14' and insert '30'.
Adran 39, tudalen 18, llinell 21, hepgorer '14' a mewnosoder '30'.
- Mark Isherwood** 170
Section 39, page 18, line 26, leave out '14' and insert '30'.
Adran 39, tudalen 18, llinell 26, hepgorer '14' a mewnosoder '30'.
- Mark Isherwood** 171
Section 40, page 19, line 1, leave out –
'if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).
(4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice',
and insert –



'at such rate as may be determined by a tribunal'.

Adran 40, tudalen 19, llinell 1, hepgorer –

'os yw'r landlord wedi methu â rhoi'r hysbysiad i ddeiliad y contract ar y diwrnod y cyfeirir ato yn is-adran (2)(b) neu cyn hynny.

(4) Mae'r llog yn dechrau cronni ar y diwrnod y cyfeirir ato yn is-adran (2)(b), ar y raddfa sy'n bodoli o dan adran 6 o Ddeddf Talu Dyledion Masnachol yn Hwyr (Llog) 1998 (p.20) ar ddiwedd y diwrnod hwnnw.

(5) Y dyddiad perthnasol yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r hysbysiad cyn iddo ddod i ben',

a mewnosoder –

'ar y raddfa a gaiff ei dyfarnu gan driwlynys'.

Mark Isherwood

172

Section 45, page 20, line 20, leave out '(and any person who has paid the deposit on his or her behalf)'.

Adran 45, tudalen 20, llinell 20, hepgorer '(ac i unrhyw berson sydd wedi talu'r blaendal ar ei ran)'.

Mark Isherwood

173

Section 45, page 20, line 25, leave out '(and the rights of any person who has paid the deposit on his or her behalf)'.

Adran 45, tudalen 20, llinell 25, hepgorer '(a hawliau unrhyw berson sydd wedi talu'r blaendal ar ei ran)'.

Mark Isherwood

174

Section 54, page 23, line 13, leave out –

'or

(b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,'.

Adran 54, tudalen 23, llinell 11, hepgorer –

'neu

(b) sydd â buddiant yn yr annedd, neu ran ohoni, sy'n rhagori ar fuddiant y landlord,'.

Mark Isherwood

175

Section 84, page 38, line 4, leave out '14' and insert '28'.

Adran 84, tudalen 38, llinell 4, hepgorer '14' a mewnosoder '28'.



Mark Isherwood

176

Section 84, page 38, after line 13, insert—

- '() The relevant period may be extended by agreement between the landlord and the contract-holder in the circumstances set out in subsection (*subsection to be inserted by the third subsection of this amendment*).
- () The relevant period may not be extended so that it is longer than four months.
- () The circumstances are—
 - (a) the landlord requested an extension in writing at least ten days before the end of the relevant period, and
 - (b) the landlord gave reasons in writing for the request.
- () The relevant period will be extended in accordance with the landlord's request under subsection (*subsection to be inserted by the third subsection of this amendment*) if the contract-holder does not reply to the request within 14 days.'

Adran 84, tudalen 38, ar ôl llinell 15, mewnosoder—

- '() Caniateir ymestyn y cyfnod perthnasol drwy gytundeb rhwng y landlord a deiliad y contract yn yr amgylchiadau a ddynodir yn is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*).
- () Ni chaniateir ymestyn y cyfnod perthnasol i fod yn hwy na phedwar mis.
- () Yr amgylchiadau yw—
 - (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng diwrnod cyn diwedd y cyfnod perthnasol, a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- () Caiff y cyfnod perthnasol ei ymestyn yn unol â chais y landlord o dan is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*) os na fydd deiliad y contract yn ymateb i'r cais o fewn 14 diwrnod.'

Mark Isherwood

177

Section 84, page 38, after line 21, insert—

- '(11) The period of two months referred to in subsection (10) ("the two month period") may be extended by agreement between the landlord and the contract-holder in the circumstances set out in subsection (*subsection to be inserted by the third subsection of this amendment*).
- (12) The two month period may not be extended so that it is longer than four months.
- (13) The circumstances are—
 - (a) the landlord requested an extension in writing at least ten days before the end of the two month period, and
 - (b) the landlord gave reasons in writing for the request.



- (14) The two month period will be extended in accordance with the landlord's request under subsection (*subsection to be inserted by the third subsection of this amendment*) if the contract-holder does not reply to the request within 14 days.'

Adran 84, tudalen 38, ar ôl llinell 24, mewnosoder –

- '(11) Caniateir ymestyn y cyfnod o ddau fis y cyfeirir ato yn is-adran (10) ("y cyfnod o ddau fis") drwy gytundeb rhwng y landlord a deiliad y contract yn yr amgylchiadau a nodir yn is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*).
- (12) Ni chaniateir ymestyn y cyfnod o ddau fis i fod yn hwy na phedwar mis.
- (13) Yr amgylchiadau yw –
- (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng diwrnod cyn diwedd y cyfnod o ddau fis, a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- (14) Caiff y cyfnod o ddau fis ei ymestyn yn unol â chais y landlord o dan is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*) os na fydd deiliad y contract yn ymateb i'r cais o fewn 14 diwrnod.'

Mark Isherwood

178

Section 87, page 39, line 31, leave out subsections (4) to (6).

Adran 87, tudalen 39, llinell 34, hepgorer is-adrannau (4) hyd at (6).

Mark Isherwood

179

Section 92, page 41, after line 23, insert –

- '(c) keep the dwelling wind and water tight, and
- (d) keep any fixtures, fittings and appliances in the dwelling which are provided by the landlord in a reasonable state of repair and in proper working order.'

Adran 92, tudalen 41, ar ôl llinell 25, mewnosoder –

- '(c) cadw'r annedd yn ddi-ddos ac yn ddiogel rhag y gwynt, a
- (d) cadw unrhyw osodion, ffitiadau ac offer yn yr annedd a ddarperir gan y landlord mewn cyflwr da ac yn gweithio'n iawn.'

Mark Isherwood

180

Section 92, page 41, after line 23, insert –

- '() In determining whether or not the landlord has complied with subsection (1) (*first paragraph to be inserted by amendment 179*) regard is to be had to the question of whether or not the dwelling was constructed or adapted in accordance with all applicable laws which were in force at the material time.



- () For the purposes of subsection (*first subsection to be inserted by this amendment*), “adapted” means when the dwelling was converted from a single dwelling into two or more dwellings.’.

Adran 92, tudalen 41, ar ôl llinell 26, mewnosoder –

- () Wrth benderfynu a yw’r landlord wedi cydymffurfio ag is-adran (1) (*y paragraff cyntaf sydd i’w fewnosod gan welliant 179*) mae sylw i’w roi i’r cwestiwn pa un a yw’r annedd wedi ei hadeiladu neu ei haddasu yn unol â phob cyfraith gymwys a oedd mewn grym ar yr adeg berthnasol.
- () At ddibenion is-adran (*yr is-adran gyntaf sydd i’w mewnosod gan y gwelliant hwn*), ystyr “addasu” yw pan fo’r annedd wedi ei throï o fod yn un annedd yn ddwy annedd neu ragor.’.

Mark Isherwood

181

Section 92, page 41, line 24, leave out –

‘landlord must –

- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
- (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either –
- (i) forms part of any part of the building in which the landlord has an estate or interest, or
- (ii) is owned by the landlord or is under the landlord’s control’,

and insert –

‘landlord’s obligations under subsection (1) apply only to the part or parts of the building which the landlord –

- () controls or owns, or
- () in which the landlord has an estate or interest’.

Adran 92, tudalen 41, llinell 26, hepgorer –

‘rhaid i’r landlord –

- (a) cadw’r strwythur a’r tu allan i unrhyw ran arall o’r adeilad y mae gan y landlord ystâd neu fuddiant ynddi (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
- (b) cadw unrhyw osodiadau gwasanaeth sy’n gwasanaethu’r annedd yn uniongyrchol neu’n anuniongyrchol, ac sydd naill ai –
- (i) yn ffurfio rhan o unrhyw ran o’r adeilad y mae gan y landlord ystâd neu fuddiant ynddi, neu
- (ii) yn eiddo i’r landlord neu o dan reolaeth y landlord, mewn cyflwr da ac yn gweithio’n iawn’,



a mewnosoder –

‘nid yw rhwymedigaethau’r landlord o dan is-adran (1) ond yn gymwys i’r rhan neu’r rhannau o’r adeilad –

- () sydd o dan reolaeth y landlord neu yn eiddo i’r landlord, neu
- () y mae gan y landlord ystâd neu fuddiant ynddi’.

Mark Isherwood

182

Section 93, page 42, line 11, after ‘92’, insert ‘other than such obligations as are reasonably necessary to permit the landlord to comply with the obligations under section 91 or 92’.

Adran 93, tudalen 42, llinell 10, ar ôl ‘92’, mewnosoder ‘ac eithrio unrhyw rwymedigaethau sy’n rhesymol angenrheidiol i ganiatáu i’r landlord gydymffurfio â’r rhwymedigaethau o dan adran 91 neu 92’.

Mark Isherwood

183

Page 42, line 16, leave out section 94.

Tudalen 42, llinell 15, hepgorer adran 94.

Mark Isherwood

184

Section 108, page 48, after line 10, insert –

- ‘() When determining, for the purposes of subsection (3)(a)(ii), whether the contract-holder would be in a better position, regard must be had to the following factors –
 - (a) the effect of the variation on the average contract-holder,
 - (b) any protected characteristic, within the meaning the Equality Act 2010, of the contract-holder,
 - (c) any guidance issued by the Welsh Ministers, and
 - (d) any guidance issued by the Competition and Markets Authority.
- () Subsection (*first subsection to be inserted by this amendment*) may be amended by regulations made by the Welsh Ministers.’.

Adran 108, tudalen 48, ar ôl llinell 10, mewnosoder –

- ‘() Wrth benderfynu, at ddibenion is-adran (3)(a)(ii), a fyddai deiliad y contract mewn gwell sefyllfa, rhaid ystyried y ffactorau a ganlyn –
 - (a) effaith yr amrywiad ar ddeiliad contract cyffredin,
 - (b) unrhyw nodwedd warchoddedig, o fewn ystyr Deddf Cydraddoldeb 2010, sydd gan ddeiliad y contract,
 - (c) unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru, a
 - (d) unrhyw ganllawiau a ddyroddir gan yr Awdurdod Cystadleuaeth a Marchnadoedd.



- () Caniateir diwygio is-adran (*yr is-adran gyntaf sydd i'w mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Mark Isherwood

185

Section 127, page 55, after line 31, insert—

- '() When determining, for the purposes of subsection (3)(a)(ii), whether the contract-holder would be in a better position, regard must be had to the following factors—
- (a) the effect of the variation on the average contract-holder,
 - (b) any protected characteristic, within the meaning the Equality Act 2010, of the contract-holder,
 - (c) any guidance issued by the Welsh Ministers, and
 - (d) any guidance issued by the Competition and Markets Authority.
- () Subsection (*first subsection to be inserted by this amendment*) may be amended by regulations made by the Welsh Ministers.'

Adran 127, tudalen 55, ar ôl llinell 32, mewnosoder—

- '() Wrth benderfynu, at ddibenion is-adran (3)(a)(ii), a fyddai deiliad y contract mewn gwell sefyllfa, rhaid ystyried y ffactorau a ganlyn—
- (a) effaith yr amrywiad ar ddeiliad contract cyffredin,
 - (b) unrhyw nodwedd warchoddedig, o fewn ystyr Deddf Cydraddoldeb 2010, sydd gan ddeiliad y contract,
 - (c) unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru, a
 - (d) unrhyw ganllawiau a ddyroddir gan yr Awdurdod Cystadleuaeth a Marchnadoedd.
- () Caniateir diwygio is-adran (*yr is-adran gyntaf sydd i'w mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Mark Isherwood

186

Section 131, page 57, after line 26, insert—

- '() The minimum time period prescribed under subsection (1) may not be less than two months.'

Adran 131, tudalen 57, ar ôl llinell 26, mewnosoder—

- '() Ni chaiff y cyfnod byrraf a ganiateir a ragnodir o dan is-adran (1) fod yn llai na dau fis.'

Mark Isherwood

187

Section 135, page 59, after line 16, insert—

- '() When determining, for the purposes of subsection (3)(a)(ii), whether the contract-holder would be in a better position, regard must be had to the following factors—



- (a) the effect of the variation on the average contract-holder,
 - (b) any protected characteristic, within the meaning the Equality Act 2010, of the contract-holder,
 - (c) any guidance issued by the Welsh Ministers, and
 - (d) any guidance issued by the Competition and Markets Authority.
- () Subsection (*first subsection to be inserted by this amendment*) may be amended by regulations made by the Welsh Ministers.’.

Adran 135, tudalen 59, ar ôl llinell 16, mewnosoder –

- ‘() Wrth benderfynu, at ddibenion is-adran (3)(a)(ii), a fyddai deiliad y contract mewn gwell sefyllfa, rhaid ystyried y ffactorau a ganlyn –
- (a) effaith yr amrywiad ar ddeiliad contract cyffredin,
 - (b) unrhyw nodwedd warchoddedig, o fewn ystyr Deddf Cydraddoldeb 2010, sydd gan ddeiliad y contract,
 - (c) unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru, a
 - (d) unrhyw ganllawiau a ddyroddir gan yr Awdurdod Cystadleuaeth a Marchnadoedd.
- () Caniateir diwygio is-adran (*yr is-adran gyntaf sydd i'w mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.’.

Mark Isherwood

188

Section 213, page 90, after line 13, insert –

- ‘(4) This section does not apply if the possession claim is made on any of the following bases –
- (a) the possession claim is not motivated by a desire to avoid complying with section 91 or 92,
 - (b) the landlord wishes to sell the dwelling, or
 - (c) the contract-holder is in breach of the contract.’.

Adran 213, tudalen 90, ar ôl llinell 13, mewnosoder –

- ‘(4) Nid yw’r adran hon yn gymwys os gwneir yr hawliad meddiant ar unrhyw un o’r seiliau a ganlyn –
- (a) nid yw’r hawliad meddiant wedi ei wneud oherwydd dymuniad i osgoi cydymffurfio ag adran 91 neu 92,
 - (b) mae’r landlord yn dymuno gwerthu’r annedd, neu
 - (c) mae deiliad y contract wedi torri’r contract.’.

Mark Isherwood

189

Page 101, after line 13, insert a new section –



[] Advice and alternative dispute resolution

- (1) A contract-holder may refer any matter within subsection (2) to a body appointed in accordance with subsection (3).
- (2) The matters are—
 - (a) the amount of rent payable under the contract, and
 - (b) the state of repair or fitness for human habitation of the dwelling.
- (3) The body must be appointed by the Welsh Ministers by regulations.
- (4) The body will have power to do any of the following—
 - (a) advise the contract-holder;
 - (b) seek to resolve matters between the contract-holder and the landlord without recourse to legal proceedings;
 - (c) order the landlord to comply with its obligations in sections 91 and 92 of this Act.
- (5) An order under subsection (4)(c) is enforceable as if it were an order of the court.
- (6) Nothing in subsection (4)(a) or (b) affects the right of a contract-holder to issue proceedings in the court against the landlord.’.

Tudalen 101, ar ôl llinell 14, mewnosoder adran newydd—

[] Cyngor a dulliau amgen o ddatrys anghydfodau

- (1) Caiff deiliad contract gyfeirio unrhyw fater o fewn is-adran (2) at gorff a benodir yn unol ag is-adran (3).
- (2) Y materion yw—
 - (a) swm y rhent sy’n daladwy o dan y contract, a
 - (b) cyflwr yr annedd neu ba mor ffit yw’r annedd i bobl fyw ynddi.
- (3) Rhaid i’r corff gael ei benodi gan Weinidogion Cymru drwy reoliadau.
- (4) Bydd gan y corff bŵer i wneud unrhyw un o’r canlynol—
 - (a) rhoi cyngor i ddeiliad y contract;
 - (b) ceisio datrys materion rhwng deiliad y contract a’r landlord heb godi achos cyfreithiol;
 - (c) gorchymyn i’r landlord gydymffurfio â’i rwymedigaethau yn adrannau 91 a 92 o’r Ddeddf hon.
- (5) Mae gorchymyn o dan is-adran (4)(c) yn orfodadwy fel pe bai yn orchymyn gan y llys.
- (6) Nid oes dim yn is-adran (4)(a) neu (b) yn effeithio ar hawl deiliad contract i godi achos yn y llys yn erbyn y landlord.’.

Mark Isherwood

190

Section 253, page 112, after line 22, insert—



'() section 108 (power to amend section 108(*second subsection to be inserted by amendment 184*))),'.

Adran 253, tudalen 112, ar ôl llinell 25, mewnosoder –

'() adran 108 (pŵer i ddiwygio adran 108(*yr ail is-adran a fewnosod gan y gwelliant 184*))),'.

Mark Isherwood

191

Section 253, page 112, after line 22, insert –

'() section 127 (power to amend section 127(*second subsection to be inserted by amendment 185*))),'.

Adran 253, tudalen 112, ar ôl llinell 25, mewnosoder –

'() adran 127 (pŵer i ddiwygio adran 127(*yr ail is-adran a fewnosod gan y gwelliant 185*))),'.

Mark Isherwood

192

Section 253, page 112, after line 22, insert –

'() section 135 (power to amend section 135(*second subsection to be inserted by amendment 187*))),'.

Adran 253, tudalen 112, ar ôl llinell 25, mewnosoder –

'() adran 135 (pŵer i ddiwygio adran 135(*yr ail is-adran a fewnosod gan y gwelliant 187*))),'.

Mark Isherwood

193

Section 253, page 112, after line 24, insert –

'() section (*section inserted by amendment 189*),'.

Adran 253, tudalen 112, ar ôl llinell 27, mewnosoder –

'() adran (*yr adran sydd i'w mewnosod gan welliant 189*),'.

Mark Isherwood

194

Schedule 2, page 124, after line 38, insert –

'() an arrangement under which an individual occupies a dwelling for the better performance of his or her duties under a contract of employment.'

Atodlen 2, tudalen 124, ar ôl llinell 39, mewnosoder –

'() trefniant y mae unigolyn yn meddiannu annedd oddi tano er mwyn cyflawni ei ddyletswyddau yn well o dan gontract cyflogaeth.'

