

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 27 Hydref a 3 Tachwedd 2015
Tabled on 27 October and 3 November 2015

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

Mae'r gwelliannau â ar eu pwys yn rhai newydd neu'n rhai sydd wedi'u haddasu
Amendments marked are new or have been altered

Amendments marked 'R' mean that the Member has declared either a registrable interest under Standing Order 2 or relevant interest under Standing Orders 13 or 17 when tabling the amendment.

Mae gwelliannau a nodir ag 'R' yn dynodi bod yr Aelod wedi datgan buddiant cofrestradwy o dan Reol Sefydlog 2 neu fuddiant perthnasol o dan Reolau Sefydlog 13 neu 17 wrth gyflwyno'r gwelliant.

Peter Black [R] **1**

Section 14, page 7, line 24, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 7, llinell 26, hepgorer 'i'r llys sirol' a mewnosoder 'i dribiwnlys'.

Peter Black [R] **2**

Section 14, page 7, line 28, leave out 'The county court' and insert 'A tribunal'.

Adran 14, tudalen 7, llinell 30, hepgorer 'y llys sirol' a mewnosoder 'tribiwnlys'.

Peter Black [R] **3**

Section 14, page 7, line 35, leave out 'The county court' and insert 'A tribunal'.

Adran 14, tudalen 7, llinell 36, hepgorer 'y llys sirol' a mewnosoder 'tribiwnlys'.



Peter Black [R]

4

Section 14, page 7, line 36, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 7, llinell 37, hepgorer 'i'r llys sirol' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

5

Section 14, page 8, line 1, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 8, llinell 1, hepgorer 'yw'r llys sirol' a mewnosoder 'yw tribiwnlys'.

Peter Black [R]

6

Section 14, page 8, line 3, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 8, llinell 3, hepgorer 'yw'r llys sirol' a mewnosoder 'yw tribiwnlys'.

Peter Black [R]

7

Section 14, page 8, line 9, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 8, llinell 9, hepgorer 'mae'r llys sirol' a mewnosoder 'mae tribiwnlys'.

Peter Black [R]

8

Section 31, page 14, after line 23, insert—

- '() The written statement under subsection (1) must be provided in electronic form unless the tenant requests a paper copy.
- () The written statement under subsection (1) must comply with such conditions as may be prescribed.
- () Sections 235 and 236 of this Act do not apply to the written statement.'

Adran 31, tudalen 14, ar ôl llinell 23, mewnosoder—

- '() Rhaid i'r datganiad ysgrifenedig o dan is-adran (1) gael ei ddarparu ar ffurf electronig oni bai bod y tenant yn gofyn am gopi papur.
- () Rhaid i'r datganiad ysgrifenedig o dan is-adran (1) gydymffurfio ag unrhyw amodau a gaiff eu rhagnodi.
- () Nid yw adrannau 235 a 236 o'r Ddeddf hon yn gymwys i'r datganiad ysgrifenedig.'

Peter Black [R]

9

Section 34, page 15, line 21, leave out 'the court' and insert 'a tribunal'.

Adran 34, tudalen 15, llinell 21, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.



Peter Black [R] 10

Section 34, page 15, line 27, leave out 'the court' and insert 'a tribunal'.

Adran 34, tudalen 15, llinell 27, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 11

Section 34, page 15, line 31, leave out 'The court' and insert 'A tribunal'.

Adran 34, tudalen 15, llinell 31, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 12

Section 36, page 16, line 20, leave out 'the court' and insert 'a tribunal'.

Adran 36, tudalen 16, llinell 22, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 13

Section 36, page 16, line 38, leave out 'the court' and insert 'a tribunal'.

Adran 36, tudalen 16, llinell 41, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 14

Section 36, page 17, line 3, leave out 'The court' and insert 'A tribunal'.

Adran 36, tudalen 17, llinell 3, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 15

Section 36, page 17, line 7, leave out 'the court' and insert 'a tribunal'.

Adran 36, tudalen 17, llinell 7, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 16

Section 36, page 17, line 11, leave out 'the court; and the court' and insert 'a tribunal; and a tribunal'.

Adran 36, tudalen 17, llinell 11, hepgorer 'y llys; a chaiff y llys' a mewnosoder 'dribiwnlys; a chaiff tribiwnlys'.



Peter Black [R] 17

Section 37, page 17, line 15, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 15, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 18

Section 37, page 17, line 31, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 32, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 19

Section 37, page 17, line 33, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 34, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 20

Section 37, page 17, line 35, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 36, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 21

Section 37, page 17, line 37, leave out 'The court' and insert 'A tribunal'.

Adran 37, tudalen 17, llinell 38, hepgorer 'llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 22

Section 37, page 18, line 3, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 18, llinell 3, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 23

Section 37, page 18, line 7, leave out 'the court; and the court' and insert 'a tribunal; and a tribunal'.

Adran 37, tudalen 18, llinell 7, hepgorer 'y llys; a chaiff y llys' a mewnosoder 'dribiwnlys; a chaiff tribiwnlys'.

Peter Black [R] 24

Section 38, page 18, line 16, leave out 'the court' and insert 'a tribunal'.

Adran 38, tudalen 18, llinell 16, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.



Peter Black [R] 25

Section 38, page 18, line 18, leave out 'The court' and insert 'A tribunal'.

Adran 38, tudalen 18, llinell 17, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 26

Section 38, page 18, line 21, leave out 'the court' and insert 'a tribunal'.

Adran 38, tudalen 18, llinell 20, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 27

Section 38, page 18, line 25, leave out 'the court' and insert 'a tribunal'.

Adran 38, tudalen 18, llinell 24, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 28

Section 38, page 18, line 27, leave out 'The court' and insert 'A tribunal'.

Adran 38, tudalen 18, llinell 26, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 29

Section 39, page 19, line 5, leave out 'notice that he or she has become the contract-holder under the contract' and insert 'the written statement required by section 31'.

Adran 39, tudalen 19, llinell 5, hepgorer 'hysbysiad i ddeiliad newydd y contract ei fod wedi dod yn ddeiliad y contract o dan y contract' a mewnosoder 'i ddeiliad newydd y contract y datganiad ysgrifenedig sy'n ofynnol o dan adran 31'.

Peter Black [R] 30

Section 40, page 19, line 15, leave out 'under section 87'.

Adran 40, tudalen 19, llinell 16, hepgorer 'o dan adran 87'.

Peter Black [R] 31

Section 40, page 19, line 16, leave out –

‘payable in respect of the relevant date and every day after the relevant date until –

(a) the day on which the landlord gives the notice in question, or

(b) if earlier, the last day of the period of two months starting with the relevant date’

and insert –



‘to be determined by a tribunal and must not exceed an amount equal to two months’ rent’.

Adran 40, tudalen 19, llinell 17, hepgorer –

‘yn daladwy ar gyfer y dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol –

- (a) hyd y diwrnod y mae’r landlord yn rhoi’r hysbysiad dan sylw, neu
- (b) os yw’n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy’n dechrau â’r dyddiad perthnasol’

a mewnosoder –

‘i’w ddyfarnu gan dribiwnlys a rhaid iddo beidio â bod yn fwy na swm sy’n cyfateb i ddau fis o rent’.

Peter Black [R]

32

Section 40, page 19, line 20, leave out ‘if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b)’ and insert ‘at such rate as may be determined by a tribunal’.

Adran 40, tudalen 19, llinell 22, 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’ a mewnosoder ‘ar y raddfa a gaiff ei dyfarnu gan dribiwnlys’.

Peter Black [R]

33

Section 40, page 19, line 22, leave out subsections (4) to (5).

Adran 40, tudalen 19, llinell 24, hepgorer is-adrannau (4) hyd at (5).

Peter Black [R]

34

Section 55, page 24, after line 25, insert –

- ‘() The contract-holder must not engage in gender-based violence, domestic abuse or sexual violence in the dwelling or in the locality of the dwelling.
- () For the purposes of subsection (*first subsection to be inserted by this amendment*) it is irrelevant whether or not the victim of the gender-based violence, domestic abuse or sexual violence lives in the dwelling or in the locality of the dwelling.
- () For the purposes of subsection (*first subsection to be inserted by this amendment*) “abuse”, “domestic abuse” “gender-based violence” and “sexual violence” have the same meaning as in the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015.’.

Adran 55, tudalen 24, ar ôl llinell 26, mewnosoder –

- ‘() Rhaid i ddeiliad y contract beidio â chyflawni trais ar sail rhyweddd, cam-drin domestig na thrais rhywiol yn yr annedd nac yn ardal yr annedd.



- () At ddibenion is-adran (*yr is-adran cyntaf a fewnosodir gan y gwelliant hwn*) mae'n amherthnasol a yw'r sawl a ddioddefodd y trais ar sail rhywedd, cam-drin domestig neu drais rhywiol yn byw yn yr annedd neu yn ardal yr annedd.
- () At ddibenion is-adran (*yr is-adran cyntaf a fewnosodir gan y gwelliant hwn*) mae i "camdrin", "cam-drin domestig", "trais ar sail rhywedd" a "trais rhywiol" yr un ystyron â'r hyn a nodir yn Neddf Trais yn erbyn Menywod, Cam-drin Domestig a Thrais Rhywiol (Cymru) 2015.'

Peter Black [R] 35

Section 78, page 35, line 11, leave out 'the court' and insert 'a tribunal'.

Adran 78, tudalen 35, llinell 12, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 36

Section 78, page 35, line 13, leave out 'the court' and insert 'a tribunal'.

Adran 78, tudalen 35, llinell 14, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 37

Section 78, page 35, line 17, leave out 'The court' and insert 'A tribunal'.

Adran 78, tudalen 35, llinell 18, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 38

Section 85, page 39, line 23, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 39, llinell 27, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 39

Section 85, page 39, line 27, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 39, llinell 30, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 40

Section 85, page 39, line 32, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 39, llinell 34, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.



Peter Black [R] 41

Section 85, page 39, line 37, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 39, llinell 39, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 42

Section 87, page 40, leave out line 16.

Adran 87, tudalen 40, hepgorer llinell 18.

Peter Black [R] 43

Section 87, page 40, line 30, leave out 'the court' and insert 'a tribunal'.

Adran 87, tudalen 40, llinell 33, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 44

Section 87, page 40, line 34, leave out 'the court' and insert 'a tribunal'.

Adran 87, tudalen 40, llinell 37, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 45

Section 87, page 41, line 1, leave out 'the court' and insert 'a tribunal'.

Adran 87, tudalen 41, llinell 1, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 46

Section 92, page 42, after line 23, insert –

- (c) keep the dwelling wind and water tight,
- (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,
- (e) ensure that any furnishings in the dwelling which are provided by the landlord are capable of being used safely for the purpose for which they are designed,
- (f) ensure the dwelling has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire,
- (g) ensure the dwelling has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health, and
- (h) ensure that every fixed electrical installation in the dwelling is inspected and tested at intervals not exceeding two years by a person qualified to undertake such inspection.'



Adran 92, tudalen 42, ar ôl llinell 25, mewnosoder—

- (c) cadw'r annedd yn ddiddos ac yn ddiogel rhag y gwynt,
- (d) cadw unrhyw osodion, ffitiadau ac offer yn yr annedd a ddarperir gan y landlord mewn cyflwr da ac yn gweithio'n iawn,
- (e) sicrhau y gellir defnyddio unrhyw ddodrefn yn yr annedd a ddarperir gan y landlord yn ddiogel at y dibenion y'u cynlluniwyd ar eu cyfer,
- (f) sicrhau bod darpariaeth foddhaol yn yr annedd ar gyfer synhwyro tanau a rhoi rhybudd os bydd tân neu amheuaeth o dân,
- (g) sicrhau bod darpariaeth foddhaol yn yr annedd ar gyfer rhoi rhybudd os bydd lefel o garbon monocsid yn bresennol sy'n beryglus i iechyd pobl, a
- (h) sicrhau bod pob gosodiad trydanol sefydlog yn yr annedd yn cael ei archwilio a'i brofi ar gyfnodau heb fod yn hwy na dwy flynedd gan berson sy'n gymwys i gynnal gwaith archwilio o'r fath.'

Peter Black [R]

47

Section 94, page 43, line 18, leave out 'may' and insert 'must'.

Adran 94, tudalen 43, llinell 16, hepgorer 'bydd Gweinidogion Cymru yn' a mewnosoder 'mae'n rhaid i Weinidogion Cymru'.

Peter Black [R]

48

Page 43, after line 32, insert a new section—

'Amendments to the Housing (Wales) Act 2014

[] Amendments to the Housing (Wales) Act 2014

- (1) Section 20 of the Housing (Wales) Act 2014 is amended as follows.
- (2) In subsection (3)(b), after "business," omit "or".
- (3) In subsection (3), after paragraph (b), insert—
 - “(ba) repeatedly contravened section 91, 92 or 93 of the Renting Homes (Wales) Act 2015,
 - (bb) contravened, in a serious manner, section 91, 92 or 93 of the Renting Homes (Wales) Act 2015, or”.
- (4) In subsection (3)(c), after "tenant", insert "(other than those provisions set out above at paragraphs (ba) and (bb))”.
- (5) After subsection (6) insert—
 - “(6A) In this section—
 - (a) “repeatedly” means on more than one occasion, and



- (b) “in a serious manner” means in a manner that a reasonable person would consider to be more than trivial.”.

Tudalen 43, ar ôl llinell 28, mewnosoder adran newydd –

‘Diwygio Deddf Tai (Cymru) 2014

[] Diwygio Deddf Tai (Cymru) 2014

- (1) Diwygir Adran 20 o Ddeddf Tai (Cymru) 2014 fel a ganlyn.
- (2) Yn is-adran (3)(b), ar ôl “hynny”, hepgorer “neu”.
- (3) Yn is-adran (3), ar ôl paragraff (b), mewnosoder –
 - “(ba) wedi torri adrannau 91, 92 neu 93 o Ddeddf Rhentu Cartrefi(Cymru) 2015 droeon,
 - (bb) wedi torri, mewn modd difrifol, adrannau 91, 92 neu 93 o Ddeddf Rhentu Cartrefi (Cymru) 2015, neu”.
- (4) Yn is-adran (3)(c), ar ôl “tenant”, mewnosoder “(ac eithrio’r darpariaethau hynny a nodir uchod ym mharagraffau (ba) a (bb))”.
- (5) Ar ôl is-adran (6), mewnosoder –
 - “(6A) Yn yr adran hon –
 - (a) ystyr “droeon” yw ar fwy nag un achlysur, a
 - (b) ystyr “mewn modd difrifol” yw mewn modd y byddai person rhesymol yn ystyried nad yw’n ddibwys.’.

Peter Black [R]

49

Section 100, page 46, line 8, leave out ‘the court’ and insert ‘a tribunal’.

Adran 100, tudalen 46, llinell 9, hepgorer ‘y llys’ a mewnosoder ‘tribiwnlys’.

Peter Black [R]

50

Section 100, page 46, line 9, leave out ‘equitable’.

Adran 100, tudalen 46, llinell 10, hepgorer ‘ecwitiol’.

Peter Black [R]

51

Section 104, page 47, line 25, leave out ‘may specify any date’ and insert ‘must specify a date which is not less than one year after the day on which the contract started’.

Adran 104, tudalen 47, llinell 27, hepgorer ‘caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad’ a mewnosoder ‘ni chaiff yr hysbysiad cyntaf bennu dyddiad sy’n gynharach na blwyddyn ar ôl y dyddiad y dechreuodd y contract’.



Peter Black [R] 52

Section 104, page 47, after line 27, insert—

‘() The contract-holder may refer to a tribunal the question of whether or not the new rent is fair.’.

Adran 104, tudalen 47, ar ôl llinell 29, mewnosoder—

‘() Caiff deiliad y contract gyfeirio i dribiwnlys y cwestiwn a yw’r rhent newydd yn deg ai peidio.’.

Peter Black [R] 53

Section 123, page 55, line 8, leave out ‘may specify any date’ and insert ‘must specify a date which is not less than one year after the day on which the contract started’.

Adran 123, tudalen 55, llinell 8, hepgorer ‘caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad’ a mewnosoder ‘ni chaiff yr hysbysiad cyntaf bennu dyddiad sy’n gynharach na blwyddyn ar ôl y dyddiad y dechreuodd y contract’.

Peter Black [R] 54

Section 123, page 55, after line 10, insert—

‘() The contract-holder may refer to a tribunal the question of whether or not the new rent is fair.’.

Adran 123, tudalen 55, ar ôl llinell 10, mewnosoder—

‘() Caiff deiliad y contract gyfeirio i dribiwnlys y cwestiwn a yw’r rhent newydd yn deg ai peidio.’.

Peter Black [R] 55

Section 130, page 58, after line 30, insert—

‘(5) A withdrawal notice may not be given when the rent due under the contract is in arrears.’.

Adran 130, tudalen 58, ar ôl llinell 33, mewnosoder—

‘(5) Ni chaiff hysbysiad tynnu’n ôl ei roi pan fo’r rhent sy’n ddyledus o dan y contract yn hwyr.’.

Peter Black [R] 56

Page 59, after line 2, insert a new section—

[] **Apportionment of deposit on withdrawal**



- (1) A joint contract-holder who gives a withdrawal notice under section 130 must, at the same time, give written notice to the other joint contract-holders as to a proposed apportionment between them of any deposit paid in respect of the contract.
- (2) Within 14 days of notice being given under subsection (1) the other joint-holders must either –
 - (a) accept the proposal, or
 - (b) propose an alternative apportionment.
- (3) If, within 28 days of notice being given under subsection (1) the contract-holders have failed to reach an agreement as to the apportionment of the deposit, the apportionment may be determined by a tribunal.
- (4) Nothing in this section permits the total amount of the deposit to be reduced.’.

Tudalen 59, ar ôl llinell 2, mewnosoder adran newydd –

[] Dosrannu blaendal wrth dynnu’n ôl

- (1) Rhaid i gyd-ddeiliad contract sy’n rhoi hysbysiad tynnu’n ôl o dan adran 130, ar yr un pryd, roi hysbysiad ysgrifenedig i’r cyd-ddeiliaid contract eraill o ran dosraniad arfaethedig rhyngddynt o ran unrhyw flaendal a delir mewn perthynas â’r contract.
- (2) O fewn 14 diwrnod i roi hysbysiad o dan is-adran (1) rhaid i’r cyd-ddeiliaid eraill naill ai –
 - (a) derbyn y cynnig, neu
 - (b) cynnig dosraniad amgen.
- (3) Os, o fewn 28 diwrnod i hysbysiad gael ei roi o dan is-adran (1), bydd y deiliaid contract wedi methu â phenderfynu ar ddosraniad o’r blaendal, caiff y dosraniad ei ddyfarnu gan dribiwnlys.
- (4) Nid oes dim yn yr adran hon yn caniatáu i gyfanswm y blaendal gael ei ostwng.’.

Peter Black [R]

57

Section 131, page 59, line 4, leave out ‘may’ and insert ‘must’.

Adran 131, tudalen 59, llinell 4, hepgorer ‘Caiff Gweinidogion’ a mewnosoder ‘Rhaid i Weinidogion’.

Peter Black [R]

58

Page 64, line 8, leave out section 145.

Tudalen 64, llinell 8, hepgorer adran 145.

Peter Black [R]

59

Page 64, line 35, leave out section 146.



Tudalen 64, llinell 35, hepgorer adran 146.

Peter Black [R] 60

Section 153, page 68, after line 28, insert—

‘() The agreement under subsection (1) must be in writing and signed by the contract-holder and by the landlord (or by a person authorised by the landlord to sign the agreement).’.

Adran 153, tudalen 68, ar ôl llinell 31, mewnosoder—

‘() Rhaid i’r cytundeb o dan is-adran (1) fod yn ysgrifenedig ac wedi’i lofnodi gan ddeiliad y contract a chan y landlord (neu gan berson a awdurdodwyd gan y landlord i lofnodi’r cytundeb).’.

Peter Black [R] 61

Section 174, page 75, line 5, leave out ‘may not be less than two months after the day on which the notice is given to the contract-holder’ and insert—

‘must be—

(a) at least two months after the day on which the notice is given to the contract-holder, and

(b) at least six months after the date on which the occupation contract started’.

Adran 174, tudalen 75, llinell 5, hepgorer is-adran (1) a mewnosoder—

‘() Rhaid i’r dyddiad a bennir mewn hysbysiad o dan adran 173 fod—

(a) o leiaf ddau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract, a

(b) o leiaf chwe mis ar ôl y dyddiad y dechreuodd y contract meddiannaeth.’.

Peter Black [R] 62

Section 183, page 78, after line 19, insert—

‘() The term of a fixed term standard contract must not be less than six months.’.

Adran 183, tudalen 78, ar ôl llinell 21, mewnosoder—

‘() Ni chaniateir i gyfnod contract safonol cyfnod penodol fod yn llai na chwe mis.’.

Peter Black [R] 63

Section 186, page 80, line 18, leave out ‘if at least one quarter’s rent is more than three months in arrears’ and insert ‘or six months, if at least one rental payment is unpaid’.

Adran 186, tudalen 80, llinell 18, hepgorer ‘os oes rhent o leiaf un chwarter dros dri mis yn hwyr’ a mewnosoder ‘neu’n chwe mis, os oes o leiaf un taliad rhent heb ei dalu’.



Peter Black [R] 64

Section 186, page 80, line 20, leave out '25%' and insert '50%'.

Adran 186, tudalen 80, llinell 20, hepgorer '25%' a mewnosoder '50%'.

Peter Black [R] 65

Section 215, page 91, leave out lines 30 to 31.

Adran 215, tudalen 91, hepgorer llinellau 30 hyd at 31.

Peter Black [R] 66

Section 215, page 91, line 32, leave out 'landlord has made the possession claim to avoid complying with those obligations' and insert 'claim is motivated by the landlord's wish to seek retribution against the contract-holder'.

Adran 215, tudalen 91, llinell 32, hepgorer 'y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â'r rhwymedigaethau hynny' a mewnosoder 'yr hawliad wedi'i ysgogi gan ddymuniad y landlord i ddial ar y deiliad contract'.

Peter Black [R] 67

Section 215, page 91, after line 33, insert—

(4) If the court has—

- (a) received evidence that the possession claim is made on either of the bases set out in subsection (*second subsection inserted by this amendment*), and
- (b) having considered the evidence is satisfied as to the authenticity of that evidence, this section does not apply.

(5) The two bases are—

- (a) the landlord wishes to sell the dwelling; or
- (b) the contract-holder is in breach of the contract.'

Adran 215, tudalen 91, ar ôl llinell 33, mewnosoder—

(4) Nid yw'r adran hon yn gymwys os yw'r llys—

- (a) wedi cael tystiolaeth bod yr hawliad meddiant wedi'i wneud ar y naill sail neu'r llall a nodir yn is-adran (*yr ail is-adran a fewnosodir gan welliant hwn*), a
- (b) ar ôl ystyried y dystiolaeth, yn fodlon â dilysrwydd y dystiolaeth honno.

(5) Y ddwy sail yw—

- (a) bod y landlord yn dymuno gwerthu'r annedd; neu
- (b) bod deiliad y contract yn torri'r contract.'



Peter Black [R]

68

Section 218, page 93, line 13, after 'dwelling', insert –
'and

- () the contract-holder is in serious rent arrears within the meaning of section 180 or 186,'.

Adran 218, tudalen 93, llinell 13, ar ôl 'annedd,', mewnosoder –
'a

- () gan ddeiliad y contract ôl-ddyledion rhent difrifol o fewn ystyr adran 180 neu 186,'.

Peter Black [R]

69

Section 218, page 93, after line 35, insert –

'(10) A landlord who recovers possession under this section without complying with subsections (3), (4), (5) and (9) is guilty of a criminal offence.

(11) A landlord guilty of an offence under this section shall be liable –

- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale or to imprisonment for a term not exceeding 6 months or to both;
- (b) on conviction on indictment, to a fine or to imprisonment for a term not exceeding 2 years or to both.

(12) Nothing in this section affects any person's liability in civil proceedings.

(13) Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity, he or she as well as the body corporate is guilty of that offence and may be punished accordingly.'

Adran 218, tudalen 93, ar ôl llinell 37, mewnosoder –

'(10) Mae landlord sy'n adennill meddiant o dan yr adran hon heb gydymffurfio ag isadrannau (3), (4), (5) a (9) yn euog o drosedd.

(11) Bydd landlord sy'n euog o drosedd o dan yr adran hon yn agored –

- (a) ar gollfarn ddiannod, i ddirwy nad yw'n fwy na lefel 5 ar y raddfa safonol neu i'w garcharu am gyfnod nad yw'n hwy na chwe mis, neu i'r ddau;
- (b) ar gollfarn ar ddiad, i ddirwy, neu i'w garcharu am gyfnod nad yw'n hwy na dwy flynedd, neu i'r ddau.

(12) Nid oes dim yn yr adran hon yn effeithio ar atebolrwydd unrhyw berson mewn achos sifil.



- (13) Pan brofir bod trosedd o dan yr adran hon a gyflawnwyd gan gorff corfforaethol wedi ei chyflawni gyda chydsyniad neu ymoddefiad y canlynol, neu y gellir ei phriodoli i unrhyw esgeulustod ar ran unrhyw gyfarwyddwr, rheolwr neu ysgrifennydd neu swyddog arall tebyg yn y corff corfforaethol, neu unrhyw berson a oedd yn honni ei fod yn gweithredu yn rhinwedd swydd o'r fath, mae'r person hwnnw yn ogystal â'r corff corfforaethol yn euog o'r drosedd honno a gellir ei gosbi yn unol â hynny.'

Peter Black [R]

70

Section 218, page 93, after line 35, insert—

- '(10) The Welsh Ministers must issue guidance to landlords setting out the steps they must take in order to comply with this section.'

Adran 218, tudalen 93, ar ôl llinell 37, mewnosoder—

- '(10) Rhaid i Weinidogion Cymru ddyroddi canllawiau i landlordiaid yn nodi'r camau y mae'n rhaid iddynt eu cymryd er mwyn cydymffurfio â'r adran hon.'

Peter Black [R]

71

Section 220, page 94, after line 34, insert—

- '(6) It will be a rebuttable presumption that a landlord who has followed the guidance issued under section 218 has complied with the duties set out in that section.'

Adran 220, tudalen 94, ar ôl llinell 31, mewnosoder—

- '(6) Bydd yn rhagdybiaeth gwrthbrofadwy fod landlord sydd wedi dilyn y canllawiau a ddyroddir o dan adran 216 wedi cydymffurfio â'r dyletswyddau a ddynodir yn yr adran honno.'

Peter Black [R]

72

Section 235, page 102, after line 15, insert—

- '(8) This section does not apply to the written statement required under section 31 of this Act.'

Adran 235, tudalen 102, ar ôl llinell 17, mewnosoder—

- '(8) Nid yw'r adran hon yn gymwys i'r datganiad ysgrifenedig sy'n ofynnol o dan adran 31 o'r Ddeddf hon.'

Peter Black [R]

73

Section 236, page 103, after line 6, insert—

- '(7) This section does not apply to the written statement required under section 31 of this Act.'

Adran 236, tudalen 103, ar ôl llinell 6, mewnosoder—



'(7) Nid yw'r adran hon yn gymwys i'r datganiad ysgrifenedig sy'n ofynnol o dan adran 31 o'r Ddeddf hon.'

Peter Black [R]

74

Page 103, after line 6, insert a new section –

[] Alternative dispute resolution

- (1) Before a landlord refers any matter under this Act for determination by the court or a tribunal he or she must first seek to resolve the matter by means of alternative dispute resolution (including mediation) with the contract-holder.
- (2) The court or a tribunal in any subsequent proceedings may require the landlord to provide evidence that he or she has complied with subsection (1).'

Tudalen 103, ar ôl llinell 6, mewnosoder adran newydd –

[] Dulliau amgen o ddatrys anghydfodau

- (1) Cyn i landlord gyfeirio unrhyw fater o dan y Ddeddf hon i lys neu dribiwnlys wneud penderfyniad yn ei gylch mae'n rhaid iddo yn gyntaf geisio datrys y mater drwy ddulliau amgen o ddatrys anghydfodau (gan gynnwys cyfryngu) gyda deiliad y contract.
- (2) Caiff y llys neu dribiwnlys mewn unrhyw achos dilynol ei gwneud yn ofynnol i'r landlord ddarparu tystiolaeth ei fod wedi cydymffurfio ag is-adran (1).'

Peter Black [R]

75

Section 236, page 103, after line 6, insert –

- '(7) A notification or document given to a person by posting it to any of the places mentioned in subsection (3) is to be treated as having been given at the time on which it would be expected to arrive in the ordinary course of the post.
- (8) A notification or document sent to a person in an electronic form is to be treated as having been given at the time it was received by the recipient.
- (9) If the sender received electronic notification from the recipient that the notification or document was not received, it will not be treated as having been given.'

Adran 236, tudalen 103, ar ôl llinell 6, mewnosoder –

- '(7) Mae hysbysiad neu ddogfen a roddir i berson drwy ei bostio neu ei phostio i unrhyw un o'r manau a grybwyllir yn is-adran (3) i'w drin neu i'w thrin fel pe bai wedi cael ei roi neu ei rhoi ar yr adeg y byddid yn disgwyl iddo neu iddi gyrraedd yng nghwrs arferol y post.
- (8) Mae hysbysiad neu ddogfen a anfonir i berson ar ffurf electronig i'w drin neu i'w thrin fel pe bai wedi ei roi neu ei rhoi ar yr adeg y'i derbyniwyd gan y derbynnydd.
- (9) Os derbyniodd yr anfonwr hysbysiad electronig gan y derbynnydd na dderbyniwyd yr hysbysiad neu'r ddogfen, ni chaiff ei drin neu ei thrin fel pe bai wedi ei roi neu ei rhoi.'



Peter Black [R] 76

Page 107, after line 25, insert a new section –

[] The tribunal

In this Act “a tribunal” means a residential property tribunal.’.

Tudalen 107, ar ôl llinell 27, mewnosoder adran newydd –

[] Y tribiwnlys

Yn y Ddeddf hon, ystyr “tribiwnlys” yw tribiwnlys eiddo preswyl.’.

Peter Black [R] 77

Section 252, page 113, Table 2, after line 15, column 1, insert –
‘tribunal (“tribiwnlys”)’.

Adran 252, tudalen 113, Tabl 2, ar ôl llinell 14, colofn 1, mewnosoder –
‘tribiwnlys (“tribunal”)’.

Peter Black [R] 78

Section 252, page 113, Table 2, after line 15, column 2, insert –
‘section [*new section to be inserted by amendment 76*]’.

Adran 252, tudalen 113, Tabl 2, ar ôl llinell 14, colofn 2, mewnosoder –
‘Adran [*Yr adran newydd sy’n cael ei fewnosod gan welliant 76*]’.

Peter Black [R] 79

Section 255, page 114, after line 21, insert –

‘() section 29 (model written statement of contract),’.

Adran 255, tudalen 114, ar ôl llinell 24, mewnosoder –

‘() adran 29 (datganiad ysgrifenedig enghreifftiol o gontract),’.

Peter Black [R] 80

Section 255, page 114, after line 21, insert –

‘() section 23 (supplementary provisions),’.

Adran 255, tudalen 114, ar ôl llinell 24, mewnosoder –

‘() adran 23 (darpariaethau atodol),’.

Peter Black [R] 81

Section 255, page 114, after line 23, insert –

‘() section 94 (determination of fitness for human habitation),’.



Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder –

‘() adran 94 (penderfynu a yw annedd yn ffit i bobl fyw ynddi),’.

Lesley Griffiths 82

Section 7, page 4, line 29, leave out ‘16 (see sections 231 and 232)’ and insert ‘18’.

Adran 7, tudalen 4, llinell 30, hepgorer ‘16 oed (gweler adrannau 231 a 232)’ a mewnosoder ‘18 oed’.

Lesley Griffiths 83

Section 20, page 10, at the beginning of line 1, insert ‘in the contract-holder’s opinion.

Adran 20, tudalen 10, llinell 1, ar ôl ‘os’, mewnosoder ‘, ym marn deiliad y contract,’.

Lesley Griffiths 84

Section 20, page 10, at the beginning of line 7, insert ‘in the contract-holder’s opinion.

Adran 20, tudalen 10, llinell 6, hepgorer ‘mai’ a mewnosoder ‘, ym marn deiliad y contract,’.

Lesley Griffiths 85

Section 20, page 10, after line 19, insert –

‘() section [*new section inserted by amendment 115*] (restriction on giving landlord’s notice under a periodic standard contract during first four months of occupation),’.

Adran 20, tudalen 10, ar ôl llinell 19, mewnosoder –

‘() adran [*yr adran a fewnosodir gan welliant 115*] (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth),’.

Lesley Griffiths 86

Section 20, page 10, after line 20, insert –

‘() section 185([*new subsection inserted by amendment 118*]) and ([*new subsection inserted by amendment 120*]) (restriction on ending fixed term standard contract during first six months of occupation),

() section [*new section inserted by amendment 122*] (restriction on use of landlord’s break clause in a fixed term standard contract during first four months of occupation),’.

Adran 20, tudalen 10, ar ôl llinell 20, mewnosoder –



- '() adran 185([yr is-adran a fewnosodir gan welliant 118]) a ([yr is-adran a fewnosodir gan welliant 120]) (cyfyngiad ar derfynu contract safonol cyfnod penodol yn ystod chwe mis cyntaf meddiannaeth),
- () adran [yr adran a fewnosodir gan welliant 122] (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth),'

Lesley Griffiths

87

Section 31, page 14, after line 23, insert –

- '() If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with –
 - (a) the day on which the identity of the contract-holder changes, or
 - (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.'

Adran 31, tudalen 14, ar ôl llinell 23, mewnosoder –

- '() Os yw deiliad y contract o dan gontract meddiannaeth yn newid, rhaid i'r landlord roi datganiad ysgrifenedig o'r contract i ddeiliad newydd y contract cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau –
 - (a) â'r diwrnod y mae deiliad y contract yn newid, neu
 - (b) os yw'n hwyrach, â'r diwrnod y daw'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod bod deiliad y contract wedi newid.'

Lesley Griffiths

88

Section 31, page 14, line 24, after '(1)', insert 'or ([new subsection inserted by amendment 87])'.

Adran 31, tudalen 14, llinell 24, ar ôl '(1)', mewnosoder 'neu ([yr adran a fewnosodir gan welliant 87])'.

Lesley Griffiths

89

Section 35, page 16, line 13, leave out –

' –

- (a) if the landlord was required to provide a written statement under section 31(1), is the occupation date, and
- (b) if the landlord was required to provide a further written statement under section 31(3) to (5), is the first day of the period mentioned in section 31(5)'

and insert –

'is the first day of the period before the end of which the landlord was required to give the written statement'.



Adran 35, tudalen 16, llinell 15, hepgorer –

‘ –

- (a) yw’r dyddiad meddiannu, os oedd yn ofynnol i’r landlord ddarparu datganiad ysgrifenedig o dan adran 31(1), a
- (b) yw diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(5), os oedd yn ofynnol i’r landlord ddarparu datganiad ysgrifenedig pellach o dan adran 31(3) i (5)’

a mewnosoder –

‘yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i’r landlord roi’r datganiad ysgrifenedig cyn i’r cyfnod hwnnw ddod i ben’.

Lesley Griffiths

90

Section 36, page 16, line 24, leave out ‘make an application’ and insert ‘apply to the court’.

Adran 36, tudalen 16, llinell 26, ar ôl ‘cais’, mewnosoder ‘i’r llys’.

Lesley Griffiths

91

Section 36, page 16, line 25, leave out ‘with the relevant date’ and insert –

‘ –

- (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
- (b) if the landlord was required to provide a written statement under section 31([*new subsection inserted by amendment 87*]), with the day on which the landlord gave the new contract-holder the written statement;
- (c) if the landlord was required to provide a further written statement under section 31(3) to (5), with the first day of the period mentioned in section 31(5)’.

Adran 36, tudalen 16, llinell 27, hepgorer ‘â’r dyddiad perthnasol’ a mewnosoder –

‘ –

- (a) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig o dan adran 31(1), â’r dyddiad meddiannu;
- (b) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig o dan adran 31([*yr adran a fewnosodir gan welliant 87*]), â’r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad newydd y contract;
- (c) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig pellach o dan adran 31(3) i (5), â diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(5)’.

Lesley Griffiths

92

Section 36, page 17, line 13, leave out subsection (11).

Adran 36, tudalen 17, llinell 13, hepgorer is-adran (11).



Lesley Griffiths

93

Section 37, page 17, after line 30, insert –

‘unless the statement was given under section 31(*[new subsection inserted by amendment 87]*) or (3) after any such variation of a term took effect.’

Adran 37, tudalen 17, ar ôl llinell 31, mewnosoder –

‘oni bai bod y datganiad wedi ei roi o dan adran 31(*[yr is-adran a fewnosodir gan welliant 87]*) neu (3) ar ôl i unrhyw amrywiad o’r fath o deler gael effaith.’

Lesley Griffiths

94

Section 37, page 17, line 32, leave out ‘with the relevant date’ and insert –

‘ –

- (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
- (b) if the landlord was required to provide a written statement under section 31(*[new subsection inserted by amendment 87]*), with the day on which the landlord gave the new contract-holder the written statement;
- (c) if the landlord was required to provide a further written statement under section 31(3) to (5), with the first day of the period mentioned in section 31(5)’.

Adran 37, tudalen 17, llinell 33, hepgorer ‘â’r dyddiad perthnasol’ a mewnosoder –

‘ –

- (a) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig o dan adran 31(1), â’r dyddiad meddiannu;
- (b) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig o dan adran 31(*[yr adran a fewnosodir gan welliant 87]*), â’r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad newydd y contract;
- (c) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig pellach o dan adran 31(3) i (5), â diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(5)’.

Lesley Griffiths

95

Section 37, page 18, line 9, leave out subsection (9).

Adran 37, tudalen 18, llinell 9, hepgorer is-adran (9).

Lesley Griffiths

96

Section 39, page 19, line 4, leave out subsections (4) to (5).

Adran 39, tudalen 19, llinell 5, hepgorer is-adrannau (4) hyd at (5).



Lesley Griffiths 97

Section 42, page 20, after line 8, insert—

- ‘() If there is a change in the identity of the contract-holder under an occupation contract, no term of the occupation contract is enforceable against the new contract-holder before the earlier of—
- (a) the landlord giving the new contract-holder a written statement of the contract under section 31(*[new subsection inserted by amendment 87]*), and
 - (b) the day on which the new contract-holder becomes entitled to occupy the dwelling.’.

Adran 42, tudalen 20, ar ôl llinell 8, mewnosoder—

- ‘() Os yw deiliad y contract o dan gontract meddiannaeth yn newid, ni ellir gorfodi unrhyw un o delerau’r contract meddiannaeth yn erbyn deiliad newydd y contract cyn y cynharaf o’r canlynol—
- (a) y landlord yn rhoi datganiad ysgrifenedig o’r contract o dan adran 31(*[yr adran a fewnosodir gan welliant 87]*) i ddeiliad newydd y contract, a
 - (b) y diwrnod y daw deiliad newydd y contract â’r hawl i feddiannu’r annedd.’.

Lesley Griffiths 98

Section 55, page 24, line 26, after ‘not’, insert ‘, by any act or omission’.

Adran 55, tudalen 24, llinell 27, ar ôl ‘beidio’, mewnosoder ‘, drwy unrhyw weithred neu anwaith’.

Lesley Griffiths 99

Section 61, page 26, after line 14, insert—

- ‘() If the head landlord consents subject to conditions (see section 84), before entering into a sub-occupation contract with a person the contract-holder must notify that person of those conditions.
- () If the contract-holder does not comply with the requirement in subsection (2) and a sub-occupation contract is entered into, the contract-holder is to be treated as having committed a repudiatory breach of the sub-occupation contract (see section 154).
- () If the head landlord consents subject to conditions and a sub-occupation contract is entered into—
- (a) section 32 is to be read in relation to that contract as if it provides (in addition to the other requirements under that section) that the written statement of the sub-occupation contract must set out the conditions imposed by the head landlord, and
 - (b) section 37 is to be read in relation to that contract as if it provides (in addition to the other provisions in that section)—



- (i) in subsection (1), that the sub-holder can apply to the court for a declaration that the written statement sets out a condition incorrectly or sets out a condition which the head landlord did not impose,
- (ii) that the head landlord is entitled to be a party to proceedings on the application, and
- (iii) that the court, if satisfied that either of the grounds in sub-paragraph (i) is made out, may make a declaration setting out the correct condition or, as the case may be, may declare that the condition is not a condition imposed by the head landlord.’.

Adran 61, tudalen 26, ar ôl llinell 15, mewnosoder –

- ‘() Os yw’r prif landlord yn cydsynio yn ddarostyngedig i amodau (gweler adran 84), cyn ymrwymo i gontract isfeddiannaeth gyda pherson rhaid i ddeiliad y contract hysbysu’r person hwnnw o’r amodau hynny.
- () Os nad yw deiliad y contract yn cydymffurfio â’r gofyniad yn is-adran (2) ac yr ymrwymir i gontract isfeddiannaeth, mae deiliad y contract i’w drin fel pe bai wedi cyflawni tor contract ymwrthodol o’r contract isfeddiannaeth (gweler adran 154).
- () Os yw’r prif landlord yn cydsynio yn ddarostyngedig i amodau ac yr ymrwymir i gontract isfeddiannaeth –
 - (a) mae adran 32 i’w darllen mewn perthynas â’r contract hwnnw fel pe bai’n darparu (yn ychwanegol at y gofynion eraill yn yr adran honno) fod yn rhaid i’r datganiad ysgrifenedig o’r contract isfeddiannaeth nodi’r amodau a osodir gan y prif landlord, a
 - (b) mae adran 37 i’w darllen mewn perthynas â’r contract hwnnw fel pe bai’n darparu (yn ychwanegol at y darpariaethau eraill yn yr adran honno) –
 - (i) yn is-adran (1), y caiff yr is-ddeiliad wneud cais i’r llys am ddatganiad bod y datganiad ysgrifenedig yn nodi amod yn anghywir neu’n nodi amod na chafodd ei gosod gan y prif landlord,
 - (ii) bod gan y prif landlord hawl i fod yn barti i’r achos ar y cais, a
 - (iii) y caiff y llys, os yw’n fodlon bod y naill neu’r llall o’r seiliau yn is-baragraff (i) wedi ei phrofi, wneud datganiad yn nodi’r amod cywir neu, yn ôl y digwydd, y caiff ddatgan nad yw’r amod yn amod a osodwyd gan y prif landlord.’.

Lesley Griffiths

100

Section 61, page 26, line 17, leave out ‘(see section 84)’.

Adran 61, tudalen 26, llinell 17, hepgorer ‘(gweler adran 84)’.



Lesley Griffiths **101**

Section 61, page 26, line 19, leave out 'But if in such a case the sub-occupation contract is a secure contract or a fixed term standard contract, the head landlord may choose to treat it' and insert 'In such a case the head landlord may choose to treat the sub-occupation contract'.

Adran 61, tudalen 26, llinell 19, hepgorer 'Ond os yw'r contract isfeddiannaeth yn gontract diogel neu'n gontract safonol cyfnod penodol mewn achos o'r fath, caiff y prif landlord ddewis ei drin' a mewnosoder 'Mewn achos o'r fath caiff y prif landlord ddewis trin y contract isfeddiannaeth'.

Lesley Griffiths **102**

Section 62, page 27, line 17, leave out 'and 35(6)(a)'.

Adran 62, tudalen 27, llinell 18, hepgorer 'a 35(6)(a)'.

Lesley Griffiths **103**

Section 74, page 33, line 3, leave out '16' and insert '18'.

Adran 74, tudalen 33, llinell 3, hepgorer '16' a mewnosoder '18'.

Lesley Griffiths **104**

Section 94, page 43, line 16, leave out subsection (1) and insert –

() The Welsh Ministers must prescribe matters and circumstances to which regard must be had when determining, for the purposes of section 91(1), whether a dwelling is fit for human habitation.'

Adran 94, tudalen 43, llinell 15, hepgorer is-adran (1) a mewnosoder –

() Rhaid i Weinidogion Cymru ragnodi materion ac amgylchiadau y mae'n rhaid rhoi sylw iddynt wrth benderfynu, at ddibenion adran 91(1), a yw annedd yn ffit i bobl fyw ynddi ai peidio.'

Lesley Griffiths **105**

Section 108, page 49, line 19, leave out 'contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i)' and insert 'fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved'.

Adran 108, tudalen 49, hepgorer llinellau 20 hyd at 21 a mewnosoder –

() na fyddai'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi, ond ym marn deiliad y contract effaith hyn fyddai bod sefyllfa deiliad y contract yn gwella;'



Lesley Griffiths 106

Section 112, page 51, line 19, leave out 'may' and insert 'must'.

Adran 112, tudalen 51, llinell 19, hepgorer 'Caiff Gweinidogion' a mewnosoder 'Rhaid i Weinidogion'.

Lesley Griffiths 107

Section 126, page 56, line 7, after 'by', insert 'section [*new section inserted by amendment 115*] (notice may not be given during first four months of occupation),'

Adran 126, tudalen 56, llinell 7, ar ôl 'gan', mewnosoder 'adran [*yr adran a fewnosodir gan welliant 115*] (ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth),'

Lesley Griffiths 108

Section 127, page 56, after line 39, insert—

'() section [*new section inserted by amendment 115*] (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation), and'.

Adran 127, tudalen 56, ar ôl llinell 39, mewnosoder—

'() adran [*yr adran a fewnosodir gan welliant 115*] (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth), a'.

Lesley Griffiths 109

Section 127, page 57, line 8, leave out 'contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i)' and insert 'fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved'.

Adran 127, tudalen 57, hepgorer llinellau 8 hyd at 9 a mewnosoder—

'() na fyddai'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi, ond ym marn deiliad y contract effaith hyn fyddai bod sefyllfa deiliad y contract yn gwella;'

WITHDRAWN/TYNNWYD YN ÔL

Lesley Griffiths 110

Section 131, page 59, line 4, leave out 'may' and insert 'must'.



Adran 131, tudalen 59, llinell 4, hepgorer ‘Caiff Gweinidogion’ a mewnosoder ‘Rhaid i Weinidogion’.

Lesley Griffiths

111

Section 135, page 60, after line 19, insert—

- ‘() section 185([*new subsection inserted by amendment 118*]) and ([*new subsection inserted by amendment 120*]) (restriction on ending fixed term standard contract during first six months of occupation),
- () section [*new section inserted by amendment 122*] (restriction on use of landlord’s break clause in a fixed term standard contract during first four months of occupation), and’.

Adran 135, tudalen 60, ar ôl llinell 21, mewnosoder—

- ‘() adran 185([*yr is-adran a fewnosodir gan welliant 118*]) a ([*yr adran a fewnosodir gan welliant 120*]) (cyfyngiad ar derfynu contract safonol cyfnod penodol yn ystod chwe mis cyntaf meddiannaeth),
- () adran [*yr adran a fewnosodir gan welliant 122*] (cyfyngiad ar ddefnyddio cymal terfynu’r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth), a’.

Lesley Griffiths

112

Section 135, page 60, line 27, leave out ‘contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i)’ and insert ‘fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder’s opinion the effect of this would be that the position of the contract-holder is improved’.

Adran 135, tudalen 60, hepgorer llinellau 29 hyd at 30 a mewnosoder—

- ‘() na fyddai’r ddarpariaeth sylfaenol y mae’r teler yn ei hymgorffori wedi ei hymgorffori neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi, ond ym marn deiliad y contract effaith hyn fyddai bod sefyllfa deiliad y contract yn gwella;’.

Lesley Griffiths

113

Page 64, line 35, leave out section 146 and insert—

[] Temporary exclusion: guidance

- (1) The Welsh Ministers must issue guidance about the exercise by landlords of their functions under section 145.
- (2) In the exercise of those functions, a landlord must have regard to guidance issued under subsection (1).’.



Tudalen 64, llinell 36, hepgorer adran 146 a mewnosoder –

[] Gwahardd dros dro: canllawiau

- (1) Rhaid i Weinidogion Cymru ddyroddi canllawiau ynghylch arfer swyddogaethau o dan adran 145 gan landlordiaid.
- (2) Wrth arfer y swyddogaethau hynny, rhaid i landlordiaid roi sylw i ganllawiau a ddyroddir o dan is-adran (1).’.

Lesley Griffiths

114

Section 155, page 69, line 9, leave out ‘16’ and insert ‘18’.

Adran 155, tudalen 69, llinell 11, hepgorer ‘16’ a mewnosoder ‘18’.

Lesley Griffiths

115

Page 75, after line 8, insert a new section –

[] Restrictions on section 173: notice may not be given in first four months of occupation

- (1) The landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the contract.
- (2) If the contract is a substitute occupation contract, the landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the original contract.
- (3) For the purposes of subsection (2) –
 - (a) an occupation contract is a substitute occupation contract if –
 - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
 - (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
 - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
 - (b) “original contract” means –
 - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.



- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which –
- (a) do not incorporate section 173 as a term of the contract, or
 - (b) are within Schedule [*new Schedule inserted by amendment 155*] (whether or not they incorporate section 173 as a term of the contract),
- and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.’.

Tudalen 75, ar ôl llinell 8, mewnosoder adran newydd –

[] Cyfyngiadau ar adran 173: ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 173 cyn diwedd y cyfnod o bedwar mis sy’n dechrau â diwrnod meddiannu’r contract.
- (2) Os yw’r contract yn gontract meddiannaeth sy’n cymryd lle contract arall, ni chaiff y landlord roi hysbysiad o dan adran 173 cyn diwedd y cyfnod o bedwar mis sy’n dechrau â dyddiad meddiannu’r contract gwreiddiol.
- (3) At ddibenion is-adran (2) –
 - (a) mae contract meddiannaeth yn gontract meddiannaeth sy’n cymryd lle contract arall –
 - (i) os yw dyddiad meddiannu’r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
 - (ii) os oedd, yn union cyn dyddiad meddiannu’r contract, ddeiliad contract o dan y contract yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract yn landlord o dan y contract blaenorol, a
 - (iii) os yw’r contract yn ymwneud â’r un annedd (neu’r un annedd i raddau helaeth) â’r contract blaenorol, a
 - (b) ystyr “contract gwreiddiol” yw –
 - (i) pan fo dyddiad meddiannu’r contract meddiannaeth sy’n cymryd lle contract arall yn dod yn union ar ôl diwedd contract nad yw’n gontract meddiannaeth sy’n cymryd lle contract arall, y contract meddiannaeth sy’n rhagflaenu’r contract meddiannaeth sy’n cymryd lle contract arall;
 - (ii) pan fo cyfres o gontractau olynol yn gontractau meddiannaeth sy’n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu’r cyntaf o’r contractau meddiannaeth sy’n cymryd lle contract arall.
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol, ac eithrio contractau safonol cyfnodol –
 - (a) nad ydynt yn ymgorffori adran 173 fel un o delerau’r contract, neu
 - (b) sydd o fewn Atodlen [*yr Atodlen a fewnosodir gan welliant 155*] (pa un a ydynt yn ymgorffori adran 173 fel un o delerau’r contract ai peidio),

ac mae adran 20 yn darparu bod rhaid ymgorffori’r adran hon, ac na chaniateir ei hymgorffori ynghyd ag addasiadau iddi.’.



Lesley Griffiths **116**

Section 175, page 75, line 10, after '31(1)', insert 'or ([*new subsection inserted by amendment 87*])'.

Adran 175, tudalen 75, llinell 10, ar ôl '31(1)', mewnosoder 'neu ([*yr adran a fewnosodir gan welliant 87*])'.

Lesley Griffiths **117**

Section 176, page 75, line 39, after 'contracts', insert 'which incorporate section 173 as a term of the contract'.

Adran 176, tudalen 75, llinell 39, ar ôl 'cyfnodol', mewnosoder 'sy'n ymgorffori adran 173 fel un o delerau'r contract'.

Lesley Griffiths **118**

Section 185, page 79, after line 33, insert—

- '() The specified date may not be less than six months after —
- (a) the occupation date of the contract, or
 - (b) if the contract is a substitute contract, the occupation date of the original contract.'

Adran 185, tudalen 79, ar ôl llinell 33, mewnosoder—

- '() Ni chaiff y dyddiad a bennir fod yn llai na chwe mis ar ôl —
- (a) dyddiad meddiannu'r contract, neu
 - (b) os yw'r contract yn gontract sy'n cymryd lle contract arall, dyddiad meddiannu'r contract gwreiddiol.'

Lesley Griffiths **119**

Section 185, page 79, at the beginning of line 34, insert 'Subject to subsection ([*new subsection inserted by amendment 118*]).

Adran 185, tudalen 79, ar ddechrau llinell 34, mewnosoder 'Yn ddarostyngedig i is-adran ([*yr is-adran a fewnosodir gan welliant 118*]).

Lesley Griffiths **120**

Section 185, page 79, after line 37, insert—

- '() For the purposes of subsection ([*new subsection inserted by amendment 118*])—
- (a) an occupation contract is a substitute occupation contract if—
 - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,



- (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
 - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
- (b) “original contract” means –
- (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.’.

Adran 185, tudalen 79, ar ôl llinell 37, mewnosoder –

‘() At ddibenion is-adran ([*yr adran a fewnosodir gan welliant 118*]) –

- (a) mae contract meddiannaeth yn gontract meddiannaeth sy’n cymryd lle contract arall –
 - (i) os yw dyddiad meddiannu’r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
 - (ii) os oedd, yn union cyn dyddiad meddiannu’r contract, ddeiliad contract o dan y contract yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract yn landlord o dan y contract blaenorol, a
 - (iii) os yw’r contract yn ymwneud â’r un annedd (neu’r un annedd i raddau helaeth) â’r contract blaenorol, a
- (b) ystyr “contract gwreiddiol” yw –
 - (i) pan fo dyddiad meddiannu’r contract meddiannaeth sy’n cymryd lle contract arall yn dod yn union ar ôl diwedd contract nad yw’n gontract meddiannaeth sy’n cymryd lle contract arall, y contract meddiannaeth sy’n rhagflaenu’r contract meddiannaeth sy’n cymryd lle contract arall;
 - (ii) pan fo cyfres o gontractau olynol yn gontractau meddiannaeth sy’n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu’r cyntaf o’r contractau meddiannaeth sy’n cymryd lle contract arall.’.

Lesley Griffiths

121

Section 185, page 80, line 9, after ‘contracts’, insert –

‘; subsections ([*new subsection inserted by amendment 118*]) and ([*new subsection inserted by amendment 120*]) are fundamental provisions which are incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which –

- (a) do not incorporate subsection (1) as a term of the contract, or



- (b) are within Schedule [*new Schedule inserted by amendment 155*] (whether or not they incorporate subsection (1) as a term of the contract),

and section 20 provides that those subsections must be incorporated, and must not be incorporated with modifications’.

Adran 185, tudalen 80, llinell 9, ar ôl ‘penodol’, mewnosoder –

‘; mae is-adrannau ([*yr adran a fewnosodir gan welliant 118*]) a ([*yr adran a fewnosodir gan welliant 120*]) yn ddarpariaethau sylfaenol sydd wedi eu hymgorffori fel un o delerau pob contract safonol cyfnod penodol, ac eithrio contractau safonol cyfnod penodol –

- (a) nad ydynt yn ymgorffori is-adran (1) fel un o delerau’r contract, neu
(b) sydd o fewn Atodlen [*yr Atodlen a fewnosodir gan welliant 155*] (pa un a ydynt yn ymgorffori is-adran (1) fel un o delerau’r contract ai peidio),

ac mae adran 20 yn darparu bod rhaid ymgorffori’r is-adrannau hynny, ac na chaniateir eu hymgorffori ynghyd ag addasiadau iddynt’.

Lesley Griffiths

122

Page 82, after line 23, insert a new section –

[] Restrictions on use of landlord’s break clause: first four months of occupation

- (1) The landlord may not give notice under a landlord’s break clause before the end of the period of four months starting with the occupation date of the contract.
- (2) If the contract is a substitute occupation contract, the landlord may not give notice under a landlord’s break clause before the end of the period of four months starting with the occupation date of the original contract.
- (3) For the purposes of subsection (2) –
- (a) an occupation contract is a substitute occupation contract if –
- (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
- (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
- (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
- (b) “original contract” means –
- (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;



- (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—
 - (a) do not have a landlord's break clause, or
 - (b) are within Schedule [*new Schedule inserted by amendment 155*] (whether or not they have a landlord's break clause),

and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.'.

Tudalen 82, ar ôl llinell 24, mewnosoder adran newydd—

[1] Cyfyngiadau ar ddefnyddio cymal terfynu'r landlord: pedwar mis cyntaf meddiannaeth

- (1) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord cyn diwedd y cyfnod o bedwar mis sy'n dechrau â diwrnod meddiannu'r contract.
- (2) Os yw'r contract yn gontract meddiannaeth sy'n cymryd lle contract arall, ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord cyn diwedd y cyfnod o bedwar mis sy'n dechrau â dyddiad meddiannu'r contract gwreiddiol.
- (3) At ddibenion is-adran (2)—
 - (a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall—
 - (i) os yw dyddiad meddiannu'r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
 - (ii) os oedd, yn union cyn dyddiad meddiannu'r contract, ddeiliad contract o dan y contract yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract yn landlord o dan y contract blaenorol, a
 - (iii) os yw'r contract yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol, a
 - (b) ystyr "contract gwreiddiol" yw—
 - (i) pan fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ôl diwedd contract nad yw'n gontract meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth sy'n rhagflaenu'r contract meddiannaeth sy'n cymryd lle contract arall;
 - (ii) pan fo cyfres o gontractau olynol yn gontractau meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu'r cyntaf o'r contractau meddiannaeth sy'n cymryd lle contract arall.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol, ac eithrio contractau safonol cyfnod penodol—
 - (a) nad ydynt yn cynnwys cymal terfynu'r landlord, neu



- (b) sydd o fewn Atodlen [yr Atodlen a fewnosodir gan welliant 155] (pa un a ydynt yn cynnwys cymal terfynu'r landlord ai peidio),
ac mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon, ac na chaniateir ei hymgorffori ynghyd ag addasiadau iddi.'

Lesley Griffiths **123**

Section 195, page 82, line 25, after '31(1)', insert 'or ([new subsection inserted by amendment 87])'.

Adran 195, tudalen 82, llinell 27, ar ôl '31(1)', mewnosoder 'neu ([yr adran a fewnosodir gan welliant 87])'.

Lesley Griffiths **124**

Section 202, page 85, after line 28, insert—

- '() section [new section inserted by amendment 115] (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation);'

Adran 202, tudalen 85, ar ôl llinell 28, mewnosoder—

- '() adran [yr adran a fewnosodir gan welliant 115] (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth);'

Lesley Griffiths **125**

Section 202, page 86, after line 2, insert—

- '() section [new section inserted by amendment 122] (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation);'

Adran 202, tudalen 86, ar ôl llinell 2, mewnosoder—

- '() adran [yr adran a fewnosodir gan welliant 122] (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth);'

Lesley Griffiths **126**

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version.

Adran 215, tudalen 91, llinell 30, hepgorer 'nad yw'r landlord wedi cydymffurfio â rhwymedigaethau'r landlord o dan adran 91 neu 92' a mewnosoder 'yw deiliad y contract wedi gorfodi rhwymedigaethau'r landlord o dan adran 91 neu 92 neu wedi dibynnu arnynt'.



Lesley Griffiths 127

Section 215, page 91, after line 33, insert—

‘(4) The Welsh Ministers may by regulations amend this section for the purpose of providing for further descriptions of retaliatory claim.’

Adran 215, tudalen 91, ar ôl llinell 33, mewnosoder—

‘(4) Caiff Gweinidogion Cymru ddiwygio’r adran hon drwy reoliadau at ddiben darparu ar gyfer disgrifiadau pellach o hawliad dialgar.’

Lesley Griffiths 128

Section 231, page 99, line 27, leave out ‘16’ and insert ‘18’.

Adran 231, tudalen 99, llinell 27, hepgorer ‘16’ a mewnosoder ‘18’.

Lesley Griffiths 129

Section 231, page 99, line 28, leave out ‘16’ and insert ‘18’.

Adran 231, tudalen 99, llinell 28, hepgorer ‘16’ a mewnosoder ‘18’.

Lesley Griffiths 130

Section 231, page 100, line 4, leave out ‘16’ and insert ‘18’.

Adran 231, tudalen 100, llinell 4, hepgorer ‘16’ a mewnosoder ‘18’.

Lesley Griffiths 131

Page 100, line 6, leave out section 232.

Tudalen 100, llinell 6, hepgorer adran 232.

Lesley Griffiths 132

Section 255, page 114, after line 23, insert—

‘() section 215 (power to amend that section),’.

Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder—

‘() adran 215 (pŵer i ddiwygio’r adran honno),’.

Lesley Griffiths 133

Section 255, page 114, after line 29, insert—

‘() paragraph [*paragraph inserted by amendment 153*] of Schedule 5 (power to amend that Schedule),’.



Adran 255, tudalen 114, ar ôl llinell 32, mewnosoder –

() paragraff [y paragraff a fewnosodir gan welliant 153] o Atodlen 5 (pŵer i ddiwygio'r Atodlen honno),’.

Lesley Griffiths

134

Section 255, page 114, after line 31, insert –

(k) paragraph [paragraph inserted by amendment 166] of Schedule 11 (power to amend that Schedule).’.

Adran 255, tudalen 114, ar ôl llinell 34, mewnosoder –

(k) paragraff [y paragraff a fewnosodir gan welliant 166] o Atodlen 11 (pŵer i ddiwygio'r Atodlen honno).’.

Lesley Griffiths

135

Section 255, page 114, after line 31, insert –

(k) paragraph 13 of Schedule [new Schedule inserted by amendment 155] (power to amend that Schedule).’.

Adran 255, tudalen 114, ar ôl llinell 34, mewnosoder –

(k) paragraff 13 o Atodlen [yr Atodlen a fewnosodir gan welliant 155] (pŵer i ddiwygio'r Atodlen honno).’.

Lesley Griffiths

136

Schedule 1, page 120, Table 4, line 5, column 3, leave out –

‘and 126 are not incorporated. Section 176 (breach of deposit rules)’

and insert –

’, 126, [section inserted by amendment 115] and 176 do not apply. Section [section inserted by amendment 115] also does not apply to a contract that is within Schedule [Schedule inserted by amendment 155]. If a contract incorporates section 173 and is not within Schedule [Schedule inserted by amendment 155], section [section inserted by amendment 115] must be incorporated without modification. If a contract incorporates section 173, section 176’.

Atodlen 1, tudalen 120, Tabl 4, llinell 6, colofn 3, hepgorer –

‘a 126 yn cael eu hymgorffori. Rhaid ymgorffori adran 176 (torri'r rheolau blaendal),’

a mewnosoder –

’, 126, [yr adran a fewnosodir gan welliant 115] a 176 yn gymwys. Nid yw adran [yr adran a fewnosodir gan welliant 115] ychwaith yn gymwys i gontract sydd o fewn Atodlen [yr Atodlen a fewnosodir gan welliant 155]. Os yw contract yn ymgorffori adran 173 ac nad yw o fewn Atodlen [yr Atodlen a fewnosodir gan welliant 155], rhaid ymgorffori adran [yr adran a fewnosodir gan welliant 115] heb ei haddasu. Os yw contract yn ymgorffori adran 173, rhaid ymgorffori adran 176’.



Lesley Griffiths

137

Schedule 1, page 122, Table 5, line 32, column 3, insert –

‘Subsections ([*subsection inserted by amendment 118*]) and ([*subsection inserted by amendment 120*]) of section 185 do not apply to a contract which does not incorporate subsection (1), or a contract that is within Schedule [*Schedule inserted by amendment 155*]. If a contract incorporates subsection (1) and is not within Schedule [*Schedule inserted by amendment 155*], subsections ([*subsection inserted by amendment 118*]) and ([*subsection inserted by amendment 120*]) must be incorporated without modification.’

Atodlen 1, tudalen 122, Tabl 5, llinell 33, colofn 3, mewnosoder –

‘Nid yw is-adrannau ([*yr adran a fewnosodir gan welliant 118*]) a ([*yr adran a fewnosodir gan welliant 120*]) o adran 185 yn gymwys i gontract nad yw’n ymgorffori is-adran (1), neu i gontract sydd o fewn Atodlen [*yr Atodlen a fewnosodir gan welliant 155*]. Os yw contract yn ymgorffori is-adran (1) ac nad yw o fewn Atodlen [*yr Atodlen a fewnosodir gan welliant 155*], rhaid ymgorffori is-adrannau ([*yr adran a fewnosodir gan welliant 118*]) a ([*yr adran a fewnosodir gan welliant 120*]) heb eu haddasu.’

Lesley Griffiths

138

Schedule 1, page 123, Table 5, after line 6, column 3, insert –

‘Section [*new section inserted by amendment 122*] also does not apply to a contract within Schedule [*Schedule inserted by amendment 155*] If a contract has a landlord’s break clause and is not within Schedule [*Schedule inserted by amendment 155*], section [*new section inserted by amendment 122*] must be incorporated without modification.’

Atodlen 1, tudalen 123, Tabl 5, ar ol llinell 8, colofn 3, mewnosoder –

‘Nid yw adran [*yr adran a fewnosodir gan welliant 122*] ychwaith yn gymwys i gontract sydd o fewn Atodlen [*yr Atodlen a fewnosodir gan welliant 155*]. Os oes gan gontract gymal terfynu’r landlord ac nad yw o fewn Atodlen [*yr Atodlen a fewnosodir gan welliant 155*], rhaid ymgorffori adran [*yr adran a fewnosodir gan welliant 122*] heb ei haddasu.’

Lesley Griffiths

139

Schedule 2, page 125, leave out line 3.

Atodlen 2, tudalen 125, hepgorer llinell 2.

Lesley Griffiths

140

Schedule 2, page 125, line 18, leave out paragraph 5.

Atodlen 2, tudalen 125, llinell 19, hepgorer paragraff 5.

Lesley Griffiths

141

Schedule 2, page 126, line 6, after ‘applies’, insert ‘under sub-paragraph (1)’.



Atodlen 2, tudalen 126, llinell 6, ar ôl 'gymwys', mewnosoder 'o dan is-baragraff (1)'.

Lesley Griffiths

142

Schedule 2, page 126, after line 8, insert –

- '() The shared accommodation exception also applies if –
- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with another person ("the beneficiary"),
 - (b) immediately before the tenancy or licence is made the beneficiary occupies as his or her only or principal home a dwelling which includes all or part of the shared accommodation,
 - (c) that dwelling is subject to a trust, and
 - (d) under the trust the beneficiary –
 - (i) is entitled to an interest in the dwelling, and
 - (ii) by reason of that interest, is entitled to occupy the dwelling.
- () But the exception applies under sub-paragraph [*first sub-paragraph inserted by this amendment*] only while the beneficiary continues to occupy such a dwelling as the beneficiary's only or principal home.'

Atodlen 2, tudalen 126, ar ôl llinell 8, mewnosoder –

- '() Mae'r eithriad llety a rennir hefyd yn gymwys –
- (a) os yw telerau'r denantiaeth neu'r drwydded yn darparu i'r tenant neu'r trwyddedai rannu unrhyw lety gyda pherson arall ("y buddiolwr"),
 - (b) os yw'r buddiolwr, yn union cyn gwneud y denantiaeth neu'r drwydded, yn meddiannu annedd sy'n cynnwys y cyfan neu ran o'r llety a rennir fel ei unig gartref neu ei brif gartref,
 - (c) os yw'r annedd honno'n ddarostyngedig i ymddiriedolaeth, a
 - (d) os oes gan y buddiolwr o dan yr ymddiriedolaeth –
 - (i) hawl i fuddiant yn yr annedd, a
 - (ii) o ganlyniad i'r hawl honno, hawl i feddiannu'r annedd.
- (4) Ond nid yw'r eithriad yn gymwys o dan is-baragraff (*yr is-adran cyntaf a fewnosodir gan welliant hwn*) ond tra bo'r buddiolwr yn parhau i feddiannu annedd o'r fath fel ei unig gartref neu ei brif gartref.'

Lesley Griffiths

143

Schedule 2, page 126, line 9, after 'landlord', insert 'or beneficiary'.

Atodlen 2, tudalen 126, llinell 9, ar ôl 'landlord', mewnosoder 'neu'r buddiolwr'.



Lesley Griffiths **144**

Schedule 2, page 126, line 10, after 'landlord', insert 'or beneficiary'.

Atodlen 2, tudalen 126, llinell 10, ar ôl 'landlord', mewnosoder 'neu'r buddiolwr'.

Lesley Griffiths **145**

Schedule 2, page 126, line 22, leave out '16' and insert '18'.

Atodlen 2, tudalen 126, llinell 23, hepgorer '16' a mewnosoder '18'.

Lesley Griffiths **146**

Schedule 2, page 126, after line 36, insert –

'() a tenancy or licence which relates to armed forces accommodation (see paragraph [new paragraph inserted by amendment 147]);'

Atodlen 2, tudalen 126, ar ôl llinell 37, mewnosoder –

'() tenantiaeth neu drwydded sy'n ymwneud â llety'r lluoedd arfog (gweler paragraff [y paragraff a fewnosodir gan welliant 147]);'

Lesley Griffiths **147**

Schedule 2, page 127, after line 27, insert –

'Meaning of "armed forces accommodation"

[] Armed forces accommodation is accommodation which is provided to –

- (a) a member of any of Her Majesty's forces,
- (b) a member of the family of a member of any of Her Majesty's forces, or
- (c) a civilian subject to service discipline (within the meaning of section 370 of the Armed Forces Act 2006 (c. 52)),

for the purposes of any of Her Majesty's forces.'

Atodlen 2, tudalen 127, ar ôl llinell 28, mewnosoder –

'Ystyr "llety'r lluoedd arfog"

[] Llety'r lluoedd arfog yw llety a ddarperir i –

- (a) aelod o unrhyw un o luoedd Ei Mawrhydi,
- (b) aelod o deulu aelod o unrhyw un o luoedd Ei Mawrhydi, neu
- (c) sifiliad sy'n ddarostyngedig i ddisgyblaeth y lluoedd arfog (o fewn ystyr adran 370 o Ddeddf y Lluoedd Arfog 2006 (p. 52)),



at ddibenion unrhyw un neu ragor o luoedd Ei Mawrhydi.’

Lesley Griffiths **148**

Nid oes angen diwygio’r fersiwn Saesneg. There is no need to amend the English version.

Atodlen 3, tudalen 133, llinell 12, hepgorer ‘berthnasol i lety’ a mewnosoder ‘ymwneud â llety’.

Lesley Griffiths **149**

Schedule 5, page 145, line 14, leave out ‘at the end of the original contract, a substitute occupation contract is made between the landlord and the contract-holder’ and insert ‘the original contract is replaced with a substitute occupation contract’.

Atodlen 5, tudalen 145, llinell 15, hepgorer ‘wneir, ar ddiwedd y contract gwreiddiol, gontract meddiannaeth arall sy’n cymryd lle’r un gwreiddiol rhwng y landlord a deiliad y contract’ a mewnosoder ‘fo contract meddiannaeth yn cymryd lle’r contract gwreiddiol’.

Lesley Griffiths **150**

Schedule 5, page 145, line 16, leave out ‘when the substitute occupation contract is made,’.

Atodlen 5, tudalen 145, llinell 17, hepgorer ‘wneir y contract meddiannaeth arall, mae’r’ a mewnosoder ‘fo’r’.

Lesley Griffiths **151**

Schedule 5, page 145, after line 21, insert –

‘() This paragraph also applies where –

- (a) a substitute occupation contract is replaced with a new substitute occupation contract, and
- (b) the deposit that was paid in connection with the original contract continues to be held –
 - (i) in connection with the new substitute occupation contract, and
 - (ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in sub-paragraph (1)(b)(ii) and (iii) were last complied with in respect of it.’

Atodlen 5, tudalen 145, ar ôl llinell 22, mewnosoder –

‘() Mae’r paragraff hwn hefyd yn gymwys –

- (a) pan fo contract meddiannaeth newydd yn cymryd lle contract meddiannaeth a oedd ei hun yn gontract meddiannaeth a oedd yn cymryd lle contract meddiannaeth arall, a



- (b) pan fo'r blaendal a dalwyd mewn cysylltiad â'r contract gwreiddiol yn parhau i gael ei ddal—
 - (i) mewn cysylltiad â'r contract meddiannaeth newydd sy'n cymryd lle contract arall, a
 - (ii) yn unol â'r un cynllun blaendal awdurdodedig â phan gydymffurfiwyd ddiwethaf â'r gofynion a grybwyllir yn is-baragraff (1)(b)(ii) a (iii) mewn perthynas ag ef.'.

Lesley Griffiths

152

Schedule 5, page 145, line 24, leave out—

'a substitute occupation contract is made between the landlord and the contract-holder at the end of an occupation contract if—

- (a) the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) dwelling which has an occupation date falling immediately after the original contract ends,
- (b) an occupation contract is replaced with another occupation contract under—
 - (i) section 12(3) (standard contract is replaced with secure contract on adoption by community landlord),
 - (ii) section 16(1) (end of introductory standard contract),
 - (iii) an order under section 116 (court order imposing prohibited conduct standard contract), or
 - (iv) section 117(1) (end of prohibited conduct standard contract), or
- (c) the landlord and the contract-holder are treated under section 183(2) as having made a new periodic standard contract at the end of the term of a fixed term standard'

and insert—

'an occupation contract is replaced with a substitute occupation contract if—

- (a) the occupation date of the substitute occupation contract falls immediately after the end of the preceding occupation contract,
- (b) the landlord and contract-holder under the substitute occupation contract are the same as under the preceding contract, and
- (c) the substitute occupation contract relates to the same (or substantially the same) dwelling as the preceding'.

Atodlen 5, tudalen 145, llinell 25, hepgorer—

'gwneir contract meddiannaeth arall sy'n cymryd lle'r un gwreiddiol rhwng y landlord a deiliad y contract ar ddiwedd contract meddiannaeth—



- (a) os yw'r landlord a deiliad y contract wedi gwneud contract meddiannaeth newydd mewn perthynas â'r un annedd (neu'r un annedd i raddau helaeth) a bod ei ddyddiad meddiannu yn union ar ôl i'r contract gwreiddiol ddod i ben,
- (b) os disodlir contract meddiannaeth gan gontract meddiannaeth arall o dan –
 - (i) adran 12(3) (contract safonol yn cael ei ddisodli gan gontract diogel pan fo landlord cymunedol yn ei fabwysiadu),
 - (ii) adran 16(1) (diwedd contract safonol rhagarweiniol),
 - (iii) gorchymyn o dan adran 116 (gorchymyn llys sy'n arddodi contract safonol ymddygiad gwaharddedig), neu
 - (iv) adran 117(1) (diwedd contract safonol ymddygiad gwaharddedig), neu
- (c) os yw'r landlord a deiliad y contract i'w trin o dan adran 183(2) fel pe baent wedi gwneud contract safonol cyfnodol newydd ar ddiwedd cyfnod contract safonol cyfnod penodol'

a mewnosoder –

'mae contract meddianaeth yn cymryd lle contract meddiannaeth arall –

- (a) os yw dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ôl diwedd y contract meddiannaeth blaenorol,
- (b) os yw'r landlord a deiliad y contract o dan y contract meddiannaeth sy'n cymryd lle contract arall yr un fath ag o dan y contract blaenorol, ac
- (c) os yw'r contract meddiannaeth sy'n cymryd lle contract arall yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol'.

Lesley Griffiths

153

Schedule 5, page 145, after line 38, insert –

'Power to amend Schedule

5 The Welsh Ministers may by regulations amend this Schedule.'

Atodlen 5, tudalen 145, ar ôl llinell 39, mewnosoder –

'Pŵer i ddiwygio'r Atodlen

5 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.'

Lesley Griffiths

154

Schedule 7, page 152, after line 7, insert –

'(8) Prohibited conduct standard contracts are within Schedule [*new Schedule inserted by amendment 155*]; accordingly section [*new section inserted by amendment 115*] (restriction on giving landlord's notice during first four months of occupation) is not incorporated as a term of a prohibited conduct standard contract.'



Atodlen 7, tudalen 152, ar ôl llinell 9, mewnosoder –

‘(8) Mae contractau safonol ymddygiad gwaharddedig o fewn Atodlen [yr Atodlen a fewnosodir gan welliant 155]; o ganlyniad nid yw adran [yr adran a fewnosodir gan welliant 115] (cyfyngiad ar roi hysbysiad y landlord yn ystod pedwar mis cyntaf meddiannaeth) wedi ei hymgorffori fel un o delerau contract safonol ymddygiad gwaharddedig.’

Lesley Griffiths

155

Page 161, after line 28, insert a new schedule –

‘SCHEDULE []

(introduced by sections [new section inserted by amendment 115], 185 and [new section inserted by amendment 122])

STANDARD CONTRACTS TO WHICH LIMITS IN SECTIONS [NEW SECTION INSERTED BY AMENDMENT 115], 185([NEW SUBSECTION INSERTED BY AMENDMENT 118]) AND [NEW SECTION INSERTED BY AMENDMENT 122] (LANDLORD’S NOTICE DURING FIRST SIX MONTHS OF OCCUPATION) DO NOT APPLY

Prohibited conduct standard contracts

1 A prohibited conduct standard contract.

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

2 A standard contract which would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (holiday accommodation; care institutions; temporary expedients; shared accommodation).

Supported accommodation

3 A standard contract which relates to supported accommodation.

Accommodation for asylum seekers

4 A standard contract made in order to provide accommodation under Part 6 of the Immigration and Asylum Act 1999 (c. 33) (support for asylum seekers).

Accommodation for displaced persons

5 A standard contract made under the Displaced Persons (Temporary Protection) Regulations 2005 (S.I. 2005/1379).

Accommodation for homeless persons

6 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).



Service occupancy

7 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

8 A standard contract where –

- (a) the contract-holder is a member of a police force, and
- (b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the Police Act 1996 (c. 16) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

9 A standard contract where –

- (a) the contract-holder is an employee of a fire and rescue authority,
- (b) the contract-holder's contract of employment requires him or her to live in close proximity to a particular fire station, and
- (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Temporary accommodation: land acquired for development

10 (1) A standard contract where –

- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
- (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.

(2) "Development" has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).

Temporary accommodation: short-term arrangements

11 A standard contract where –

- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
- (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
- (c) the lessor is not a community landlord, and
- (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.



Temporary accommodation: accommodation during works

- 12 (1) A standard contract where –
- (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,
 - (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
 - (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.
- (3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

- 13 The Welsh Ministers may by regulations amend this Schedule.’.

Tudalen 161, ar ôl llinell 31, mewnosoder atodlen newydd –

‘ATODLEN []

(a gyflwynir gan adrannau [yr adran a fewnosodir gan welliant 115], 185 a [yr adran a fewnosodir gan welliant 122])

CONTRACTAU SAFONOL NAD YW’R CYFYNGIADAU YN ADRANNAU [YR ADRAN A FEWNOSODIR GAN WELLANT 115], 185([YR IS-ADRAN A FEWNOSODIR GAN WELLANT 118]) A [YR ADRAN A FEWNOSODIR GAN WELLANT 122] (HYSBYSIAD Y LANDLORD YN YSTOD CHWE MIS CYNTAF MEDDIANNAETH) YN GYMWYS IDDYNT

Contractau safonol ymddygiad gwaharddedig

- 1 Contract safonol ymddygiad gwaharddedig.

Tenantiaethau a thrwyddedau sy’n gontractau meddiannaeth oherwydd hysbysiad a roddir o dan Ran 2 o Atodlen 2

- 2 Contract safonol na fyddai’n gontract meddiannaeth oni bai am hysbysiad o dan baragraff 3 o Atodlen 2 (llety gwyliau; sefydliadau gofal; trefniadau hwylus dros dro; llety a rennir).

Llety â chymorth

- 3 Contract safonol sy’n ymwneud â llety â chymorth.



Llety i geiswyr lloches

- 4 Contract safonol a wneir er mwyn darparu llety o dan Ran 6 o Ddeddf Mewnfudo a Lloches 1999 (p. 33) (cymorth i geiswyr lloches).

Cymorth i bersonau sydd wedi eu dadleoli

- 5 Contract safonol a wneir o dan Reoliadau Personau a Ddadleolir (Diogelu Dros Dro) 2005 (O.S. 2005/1379).

Llety i bersonau digartref

- 6 Contract safonol a wneir fel y disgrifir ym mharagraff 11 neu 12 o Atodlen 2 (llety i bersonau digartref).

Meddiannaeth yn rhinwedd swydd

- 7 Contract safonol pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth.

Meddiannaeth yn rhinwedd swydd: yr heddlu

- 8 Contract safonol –
- (a) pan fo deiliad y contract yn aelod o heddlu, a
 - (b) pan fo'r annedd yn cael ei darparu i ddeiliad y contract yn ddi-rent o dan reoliadau a wnaed o dan adran 50 o Ddeddf yr Heddlu 1996 (p. 16) (rheoliadau cyffredinol o ran llywodraethu, gweinyddu ac amodau gwasanaeth).

Meddiannaeth yn rhinwedd swydd: y gwasanaethau tân ac achub

- 9 Contract safonol –
- (a) pan fo deiliad y contract yn cael ei gyflogi gan awdurdod tân ac achub,
 - (b) pan fo contract cyflogaeth deiliad y contract yn ei gwneud yn ofynnol iddo fyw yn agos at orsaf dân benodol, ac
 - (c) pan fo'r annedd yn cael ei darparu ar ei gyfer gan yr awdurdod tân ac achub o ganlyniad i'r gofyniad hwnnw.

Llety dros dro: tir sydd wedi ei gaffael ar gyfer datblygu

- 10 (1) Contract safonol –
- (a) pan fo'r tir y mae'r annedd yn sefyll arno (gan gynnwys unrhyw dir a feddiennir ynghyd â'r annedd heblaw am dir amaethyddol sy'n fwy na 0.809 hectar) yn dir neu'r rhan o dir sydd wedi ei gaffael ar gyfer datblygu, a
 - (b) pan fo'r annedd yn cael ei defnyddio gan y landlord fel llety dros dro hyd nes y bydd y tir yn cael ei ddatblygu.
- (2) Mae i "datblygu" yr ystyr a roddir i "development" yn adran 55 o Ddeddf Cynllunio Gwlad a Thref 1990 (p. 8).



Llety dros dro: trefniadau tymor byr

11 Contract safonol –

- (a) pan fo'r annedd wedi ei gosod i'r landlord â meddiant gwag i'w defnyddio fel llety dros dro,
- (b) pan fo telerau ei gosod yn cynnwys darpariaeth i'r lesydd gael meddiant gwag gan y landlord ar ddiwedd cyfnod penodedig neu pan fo'n ofynnol gan y lesydd,
- (c) nad yw'r lesydd oddi tano yn landlord cymunedol, a
- (d) nad oes gan y landlord unrhyw fuddiant yn yr annedd ac eithrio o dan y les dan sylw neu fel morgeisiwr.

Llety dros dro: llety yn ystod gwaith

12 (1) Contract safonol –

- (a) pan fo'r annedd (yr "annedd dros dro") wedi ei darparu i'w meddiannu gan ddeiliad y contract tra bo gwaith yn cael ei wneud yn yr annedd yr arferai deiliad y contract ei meddiannu fel cartref,
 - (b) pan nad yw landlord yr annedd dros dro yr un â landlord yr annedd yr arferai deiliad y contract ei meddiannu (yr "hen annedd"), ac
 - (c) pan nad oedd deiliad y contract yn ddeiliad contract yr hen annedd o dan contract diogel ar yr adeg y peidiodd â'i meddiannu fel cartref.
- (2) Yn y paragraff hwn, mae cyfeiriadau at ddeiliad y contract yn cynnwys cyfeiriadau at ragflaenwyr deiliaid y contract.
- (3) At ddibenion is-baragraff (2), mae person yn rhagflaenydd i ddeiliad contract o dan gontract meddiannaeth os oedd y person hwnnw yn ddeiliad contract blaenorol o dan yr un contract.

Pŵer i ddiwygio'r Atodlen

13 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.'

Lesley Griffiths

156

Schedule 9, page 163, line 4, leave out '9' and insert '10'.

Atodlen 9, tudalen 163, llinell 5, hepgorer '9' a mewnosoder '10'.

Lesley Griffiths

157

Schedule 11, page 168, line 20, leave out paragraph 2.

Atodlen 11, tudalen 168, llinell 20, hepgorer paragraff 2.



Lesley Griffiths **158**

Schedule 11, page 170, line 19, after 'on', insert 'or before'.

Atodlen 11, tudalen 170, llinell 20, ar ôl 'penodedig', mewnosoder 'neu cyn y diwrnod penodedig'.

Lesley Griffiths **159**

Schedule 11, page 171, leave out lines 8 to 10.

Atodlen 11, tudalen 171, hepgorer llinellau 8 hyd at 11.

Lesley Griffiths **160**

Schedule 11, page 171, line 12, leave out –

' –

- (a) in section 36(3) and 37(3), for "the period of 14 days starting with the relevant date" there were substituted "the information provision period (within the meaning of Schedule 11)", and
- (b) sections 36(11) and 37(9) were omitted'

and insert –

'for the words in section 36(3) and 37(2) there were substituted "If the landlord was required to provide the written statement under paragraph 12(1) of Schedule 11, the contract-holder may not apply to the court under subsection (1) before –

- () the end of the information provision period (within the meaning of Schedule 11), or
- () if earlier, the period of 14 days starting with the day on which the landlord gave the contract-holder the written statement.'"

Atodlen 11, tudalen 171, llinell 13, hepgorer –

' bai –

- (a) yn adran 36(3) ac adran 37(3), "y cyfnod darparu gwybodaeth (o fewn ystyr Atodlen 11)" yn cael ei roi yn lle "y cyfnod o 14 diwrnod sy'n dechrau â'r dyddiad perthnasol", a
- (b) adrannau 36(11) a 37(9) wedi eu hepgor'

a mewnosoder –

'bai'r geiriau a ganlyn wedi eu rhoi yn lle'r geiriau yn adran 36(3) a 37(2), "Os oedd yn ofynnol i'r landlord ddarparu'r datganiad ysgrifenedig o dan baragraff 12(1) o Atodlen 11, ni chaiff deiliad y contract wneud cais i'r llys o dan is-adran (1) cyn –

- () diwedd y cyfnod darparu gwybodaeth (o fewn ystyr Atodlen 11), neu



- () os yw'n gynharach, y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig.'''.

Lesley Griffiths **161**

Schedule 11, page 176, line 10, leave out paragraph 29.
Atodlen 11, tudalen 176, llinell 10, hepgorer paragraff 29.

Lesley Griffiths **162**

Schedule 11, page 177, line 34, leave out 'made'.
Atodlen 11, tudalen 177, llinell 36, hepgorer 'a wneir'.

Lesley Griffiths **163**

Schedule 11, page 178, line 1, leave out 'the' at the first place where it appears and insert 'a'.
Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version.

Lesley Griffiths **164**

Schedule 11, page 178, after line 2, insert –
'which relates to the same (or substantially the same) dwelling as the converted contract or substitute contract.'
Atodlen 11, tudalen 178, ar ôl llinell 2, mewnosoder –
'sy'n ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract wedi ei drosi neu'r contract sy'n cymryd lle contract arall.'

Lesley Griffiths **165**

Schedule 11, page 178, after line 5, insert –
'() If a converted contract or a substitute contract ends under section 12(3)(a) (standard contract adopted by community landlord), the occupation contract which arises under section 12(3)(b).'

Atodlen 11, tudalen 178, ar ôl llinell 6, mewnosoder –
'() Os yw contract wedi ei drosi neu gontract sy'n cymryd lle contract arall yn dod i ben o dan adran 12(3)(a) (contract safonol a fabwysiedir gan landlord cymunedol), y contract meddiannaeth sy'n codi o dan adran 12(3)(b).'

Lesley Griffiths **166**

Schedule 11, page 178, after line 12, insert –



'Power to amend Schedule

35 The Welsh Ministers may by regulations amend this Schedule.'

Atodlen 11, tudalen 178, ar ôl llinell 13, mewnosoder –

'Pŵer i ddiwygio'r Atodlen

35 **Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.'**

Jocelyn Davies

167

Section 20, page 10, line 1, after 'incorporated', insert ', in the reasonable opinion of the contract-holder,'.

Adran 20, tudalen 10, llinell 1, ar ôl 'hymgorffori', mewnosoder ', ym marn resymol deiliad y contract,'.

Jocelyn Davies

168

Section 20, page 10, line 7, after 'modifications', insert ', in the reasonable opinion of the contract-holder,'.

Adran 20, tudalen 10, llinell 6, ar ôl 'hymgorffori', mewnosoder ', ym marn resymol deiliad y contract,'.

Jocelyn Davies

169

Section 23, page 11, line 31, after '131', insert 'and [section to be inserted by amendment 187]'.

Adran 23, tudalen 11, llinell 31, ar ôl '131', mewnosoder 'ac [adran sy'n cael ei mewnosod gan welliant 187]'.

Jocelyn Davies

170

Section 34, page 15, line 21, leave out –

'contract-holder may apply to the court for a declaration as to the terms of the contract.

- (2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.
- (3) If the contract-holder makes a claim of a kind mentioned in subsection (2), the court must determine that claim.
- (4) Subsection (3) does not apply if the landlord's failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (5) The court may –



- (a) attach a statement of the occupation contract to its declaration, or
- (b) order the landlord to give the contract-holder a written statement'

and insert—

'contract is to be treated as being in the form of the appropriate model contract issued by the Welsh Ministers under section 29.

- () In this section "appropriate" means the model contract for the kind or description of contract which most closely corresponds to the nature'.

Adran 34, tudalen 15, llinell 21, hepgorer —

'caiff deiliad y contract wneud cais i'r llys am ddatganiad llys ynghylch telerau'r contract.

- (2) Pan wneir cais o dan is-adran (1) mae pob darpariaeth sylfaenol ac atodol sy'n gymwys i'r contract i'w thrin fel pe bai wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, oni bai bod deiliad y contract yn honni nad oedd wedi ei hymgorffori neu'n honni ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi.
- (3) Os yw deiliad y contract yn gwneud honiad o fath a grybwyllir yn is-adran (2), rhaid i'r llys ddyfarnu ar yr honiad hwnnw.
- (4) Nid yw is-adran (3) yn gymwys os gellir priodoli methiant y landlord i gydymffurfio ag adran 31 i weithred neu anwaith ar ran deiliad y contract.
- (5) Caiff y llys—
 - (a) cysylltu datganiad o'r contract meddiannaeth i'w ddatganiad, neu
 - (b) gorchymyn i'r landlord roi datganiad ysgrifenedig o'r contract i ddeiliad'

a mewnosoder —

'mae'r contract i'w drin fel petai ar ffurf y contract enghreifftiol priodol a ddyroddir gan Weinidogion Cymru o dan adran 29.

- () Yn yr adran hon, ystyr "priodol" yw'r contract enghreifftiol ar gyfer y math neu ddisgrifiad o gontract sydd yn cyfateb agosaf i natur'.

Jocelyn Davies

171

Section 55, page 24, line 7, after 'causing', insert 'harassment,'.

Adran 55, tudalen 24, llinell 7, ar ôl 'beri', mewnosoder 'aflonyddwch,'.

Jocelyn Davies

172

Section 55, page 24, line 12, after 'causing', insert 'harassment,'.

Adran 55, tudalen 24, llinell 13, ar ôl 'beri', mewnosoder 'aflonyddwch,'.

Jocelyn Davies

173

Section 55, page 24, line 17, after 'causing', insert 'harassment,'.



Adran 55, tudalen 24, llinell 18, ar ôl 'beri', mewnosoder 'aflonyddwch,'.

Jocelyn Davies **174**

Section 55, page 24, after line 25, insert –

'() The prohibitions placed on the contract-holder by subsections (1) to (4) apply also to any person who is living in or visiting the dwelling.'

Adran 55, tudalen 24, ar ôl llinell 26, mewnosoder –

'() Mae'r gwaharddiadau y mae is-adrannau (1) i (4) yn eu gosod ar y deiliad contract yn gymwys hefyd i unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd.'

Jocelyn Davies **175**

Section 55, page 24, line 27, after 'person', insert '(or any pet)'.

Adran 55, tudalen 24, llinell 28, ar ôl 'berson', mewnosoder '(neu unrhyw anifail anwes)'.

Jocelyn Davies **176**

Section 145, page 64, line 28, leave out subsection (6) and insert –

'() The power in subsection (1) may only be exercised by an employee of the landlord who is of appropriate seniority.

() In this section –

(a) "appropriate seniority" means an employee who, apart from the most senior employee of the landlord, would be the most senior employee, and

(b) where more than one person falls within paragraph (a) above, any of them may be regarded as having "appropriate seniority".'

Adran 145, tudalen 64, llinell 29, hepgorer is-adran (6) a mewnosoder –

'() Dim ond cyflogai'r landlord o safle uwch priodol a gaiff arfer y pŵer yn is-adran (1).

() Yn yr adran hon –

(a) ystyr "safle uwch priodol" yw cyflogai, heblaw cyflogai'r landlord o'r safle uchaf un, a fyddai o'r safle uchaf, a

(b) pan fo mwy nag un person yn dod o fewn ystyr paragraff (a) uchod, ceir ystyried unrhyw un ohonynt yn gyflogai o "safle uwch priodol".'

Jocelyn Davies **177**

Page 64, after line 36, insert a new section –

[] Review of temporary exclusions



- (1) Where the landlord makes a decision to exercise its power under section 145(1) the contract-holder may request a review of it.
- (2) The review must be requested within 12 hours of the decision and must be concluded by the landlord within 12 hours of the request.
- (3) The review must be carried out by the most senior employee of the landlord.’.

Tudalen 64, ar ôl llinell 37, mewnosoder adran newydd –

[] Adolygu gwaharddiadau dros dro

- (1) Pan fo’r landlord yn gwneud penderfyniad i arfer ei bŵer o dan adran 145(1) caiff deiliad y contract ofyn am adolygiad ohono.
- (2) Rhaid gofyn am yr adolygiad cyn pen 12 awr ar ôl y penderfyniad a rhaid iddo gael ei gwblhau gan y landlord cyn pen 12 awr ar ôl y cais.
- (3) Rhaid i’r adolygiad gael ei wneud gan gyflogai’r landlord o’r safle uchaf un.’.

Jocelyn Davies

178

Page 64, after line 36, insert a new section –

[] Duty to inform Social Services

- (1) A landlord which exercises its power under section 145(1) must, within one hour of doing so, advise the Social Services department of the relevant local authority about the temporary exclusion.
- (2) The landlord must provide such information and assistance as is required by the Social Services department in order to assist the contract holder.
- (3) In this section –
“relevant local authority” means the local authority in whose area the temporary exclusion took place.’.

Tudalen 64, ar ôl llinell 37, mewnosoder adran newydd –

[] Dyletswydd i hysbysu’r Gwasanaethau Cymdeithasol

- (1) Rhaid i landlord sy’n arfer ei bŵer o dan adran 145(1), cyn pen awr wedi iddo wneud hynny, hysbysu adran Gwasanaethau Cymdeithasol yr awdurdod lleol perthnasol am y gwaharddiad dros dro.
- (2) Rhaid i’r landlord roi’r fath wybodaeth a chymorth ag sy’n ofynnol gan yr adran Gwasanaethau Cymdeithasol er mwyn cynorthwyo deiliad y contract.
- (3) Yn yr adran hon –
ystyr “awdurdod lleol perthnasol” yw’r awdurdod lleol ar gyfer yr ardal lle digwyddodd y gwaharddiad dros dro.’.



Jocelyn Davies

179

Page 64, after line 36, insert a new section –

[] Records of temporary exclusion

- (1) Where a landlord exercises its power under section 145(1), it must, within 28 days of doing so, provide relevant information to the Welsh Ministers.
- (2) In this section, “relevant information” means –
 - (a) the name of the landlord;
 - (b) the date on which the temporary exclusion occurred;
 - (c) the address of the premises from which the contract-holder was temporarily excluded;
 - (d) the name and job description of the person who made the decision to temporarily exclude the contract-holder;
 - (e) the reason for the temporary exclusion;
 - (f) the outcome of any review;
 - (g) the name and job description of the person who carried out the review (if any).’.

Tudalen 64, ar ôl llinell 37, mewnosoder adran newydd –

[] Cofnodi gwaharddiad dros dro

- (1) Pan fo landlord yn arfer ei bŵer o dan adran 145(1), rhaid iddo, cyn pen 28 diwrnod ar ôl gwneud hynny, ddarparu gwybodaeth berthnasol i Weinidogion Cymru.
- (2) Yn yr adran hon ystyr, “gwybodaeth berthnasol” yw –
 - (a) enw’r landlord;
 - (b) y dyddiad y digwyddodd y gwaharddiad dros dro;
 - (c) cyfeiriad y fangre y cafodd deiliad y contract ei wahardd dros dro ohoni;
 - (d) enw a disgrifiad swydd y person a wnaeth y penderfyniad i wahardd dros dro ddeiliad y contract;
 - (e) y rheswm am y gwaharddiad dros dro;
 - (f) canlyniad unrhyw adolygiad;
 - (g) enw a disgrifiad swydd y person a gynhaliodd yr adolygiad (os bu un).’.

Jocelyn Davies

180

Page 64, after line 36, insert a new section –

[] Reporting requirements as to temporary exclusion

- (1) The Welsh Ministers must lay before the National Assembly for Wales a report on the number of temporary exclusions reported to them under section [section to be inserted by amendment 179].



- (2) The report must be laid annually.’.

Tudalen 64, ar ôl llinell 37, mewnosoder adran newydd –

{ [] Gofynion adrodd o ran gwahardd dros dro

- (1) Rhaid i Weinidogion Cymru osod adroddiad gerbron Cynulliad Cenedlaethol Cymru ar nifer y gwaharddiadau dros dro a adroddir iddynt o dan adran [*adran sy'n cael ei mewnosod gan welliant 179*].
- (2) Rhaid gosod yr adroddiad bob blwyddyn.’.

Jocelyn Davies

181

Page 70, after line 5, insert a new section –

{ [] Serious offences

- (1) If any of the following conditions is met in relation to an occupation contract, the landlord may on that ground make a possession claim.
- (2) Condition 1 is that –
- (a) the contract-holder, or a person residing in or visiting the dwelling, has been convicted of a serious offence, and
 - (b) the serious offence –
 - (i) was committed (wholly or partly) in, or in the locality of, the dwelling,
 - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling, or
 - (iii) was committed elsewhere against the landlord of the dwelling, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord’s housing management functions, and directly or indirectly related to or affected those functions.
- (3) Condition 2 is that a court has found in relevant proceedings that the contract-holder, or a person residing in or visiting the dwelling, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and –
- (a) the breach occurred in, or in the locality of, the dwelling, or
 - (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent –
 - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling, or



- (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.
- (4) Condition 3 is that the contract-holder, or a person residing in or visiting the dwelling, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved –
 - (a) a breach that occurred in, or in the locality of, the dwelling, or
 - (b) a breach that occurred elsewhere and the provision breached was a provision intended to prevent –
 - (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling, or
 - (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.
- (5) Condition 4 is that –
 - (a) the dwelling is or has been subject to a closure order under section 80 of the Antisocial Behaviour, Crime and Policing Act 2014, and
 - (b) access to the dwelling has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.
- (6) Condition 5 is that –
 - (a) the contract-holder, or a person residing in or visiting the dwelling, has been convicted of an offence under –
 - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or
 - (ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc), and
 - (b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).
- (7) Condition 1, 2, 3, 4 or 5 is not met if –
 - (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or



(b) the final determination of the appeal results in the conviction, finding or order being overturned.

(8) In this ground –

“relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;

“serious offence” means an offence which –

- (a) was committed on or after the day on which this section comes into force,
- (b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
- (c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either-way offences where value involved is small).’.

Tudalen 70, ar ôl llinell 5, mewnosoder adran newydd –

[] **Troseddau difrifol**

(1) Os bodlonir unrhyw un o’r amodau a ganlyn mewn perthynas â’r contract meddiannaeth, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Amod 1 yw –

(a) bod deiliad y contract, neu berson sy’n byw yn yr annedd neu’n ymweld â’r annedd, wedi ei gollfarnu o drosedd ddifrifol, a

(b) bod y drosedd ddifrifol –

- (i) wedi ei chyflawni (yn llwyr neu’n rhannol) yng nghyffiniau’r annedd,
- (ii) wedi ei chyflawni mewn man arall yn erbyn person sydd â hawl (o ba bynnag ddisgrifiad) i fyw yn yr annedd, neu i feddiannu llety yng nghyffiniau’r annedd, neu
- (iii) wedi ei chyflawni mewn man arall yn erbyn landlord yr annedd, neu berson sydd wedi ei gyflogi (boed gan y landlord ai peidio) mewn cysylltiad â chyflawni swyddogaethau’r landlord o ran rheoli tai, ac yn ymwneud yn uniongyrchol neu’n anuniongyrchol â’r swyddogaethau hynny neu’n effeithio arnynt.

(3) Amod 2 yw bod llys wedi canfod mewn achos perthnasol fod deiliad y contract, neu berson sy’n byw yn yr annedd neu’n ymweld â’r annedd, wedi torri darpariaeth gwaharddeb o dan adran 1 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlisma 2014, ac eithrio darpariaeth sy’n ei gwneud yn ofynnol i berson gymryd rhan mewn gweithgarwch penodol, ac –

(a) bod y toriad wedi digwydd yn yr annedd, neu yng nghyffiniau’r annedd, neu

(b) bod y toriad wedi digwydd mewn man arall a bod y ddarpariaeth a dorrwyd yn ddarpariaeth y bwriadwyd iddi atal –



- (i) ymddygiad a allai beri niwsans neu annifyrrwch i berson sydd â hawl (o ba bynnag ddisgrifiad) i fyw yn yr annedd, neu i feddiannu llety yng nghyffiniau'r annedd, neu
 - (ii) ymddygiad a allai beri niwsans neu annifyrrwch i landlord yr annedd, neu berson sydd wedi ei gyflogi (boed gan y landlord ai peidio) mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, ac sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â'r swyddogaethau hynny neu'n effeithio arnynt.
- (4) Amod 3 yw bod deiliad y contract, neu berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, wedi ei gollfarnu o drosedd o dan adran 30 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlismaona 2014, sy'n ymwneud â thorri darpariaeth gorchymyn ymddygiad troseddol sy'n gwahardd person rhag gwneud unrhyw beth a ddisgrifir yn y gorchymyn, a bod y drosedd yn cynnwys –
- (a) toriad a ddigwyddodd yn yr annedd, neu yng nghyffiniau'r annedd, neu
 - (b) toriad a ddigwyddodd mewn man arall a bod y ddarpariaeth a dorrwyd yn ddarpariaeth y bwriadwyd iddi atal –
 - (i) ymddygiad sy'n peri neu sy'n debygol o beri aflonyddwch, braw neu drallod i berson sydd â hawl (o ba bynnag ddisgrifiad) i fyw yn yr annedd, neu i feddiannu llety yng nghyffiniau'r annedd, neu
 - (ii) ymddygiad sy'n peri neu sy'n debygol o beri aflonyddwch, braw neu drallod i landlord yr annedd, neu berson sydd wedi ei gyflogi (boed gan y landlord ai peidio) mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, ac sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â'r swyddogaethau hynny neu'n effeithio arnynt.
- (5) Amod 4 yw –
- (a) bod yr annedd yn ddarostyngedig i orchymyn cau o dan adran 80 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlismaona 2014, neu wedi bod yn ddarostyngedig i orchymyn cau o'r fath, a
 - (b) bod mynediad i'r annedd wedi ei wahardd (o dan y gorchymyn cau neu o dan hysbysiad cau a ddyroddwyd o dan adran 76 o'r Ddeddf honno) am gyfnod parhaol o fwy na 48 awr.
- (6) Amod 5 yw –
- (a) bod deiliad y contract, neu berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, wedi ei gollfarnu o drosedd o dan –
 - (i) adran 80(4) o Ddeddf Diogelu'r Amgylchedd 1990 (torri hysbysiad atal mewn perthynas â niwsans statudol), neu
 - (ii) adran 82(8) o'r Ddeddf honno (torri gorchymyn llys i atal niwsans statudol ac ati), a
 - (b) mai sŵn yn dod o'r tŷ annedd oedd y niwsans dan sylw a oedd yn niwsans statudol at ddibenion Rhan 3 o'r Ddeddf yn rhinwedd adran 79(1)(g) o'r Ddeddf honno (sŵn sy'n dod o fangreuedd yn y fath fodd ag i fod yn niweidiol i iechyd neu'n niwsans).



- (7) Nid yw amodau 1, 2, 3, 4 na 5 wedi eu bodloni—
- (a) os oes apêl yn erbyn y gollfarn, y canfyddiad neu'r gorchymyn dan sylw ac nid yw'r apêl wedi ei phenderfynu'n derfynol, yn un y rhoddwyd y gorau iddi, neu'n un a gafodd ei thynnu'n ôl, neu
 - (b) os yw'r dyfarniad terfynol ar yr apêl yn arwain at wrthdroi'r gollfarn, y canfyddiad neu'r gorchymyn.
- (8) Yn y sail hon—
- ystyr "achos perthnasol" yw achos dirmyg llys neu achos o dan Atodlen 2 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlisma 2014;
- ystyr "trosedd ddifrifol" yw trosedd—
- (a) a gyflawnwyd ar neu ar ôl y diwrnod y daw'r adran hon i rym,
 - (b) a bennir, neu sydd o fewn y disgrifiad a bennir, yn Atodlen 2A i Ddeddf Tai 1985 ar yr adeg y cyflawnwyd y drosedd ac ar yr adeg y mae'r llys yn ystyried y mater, ac
 - (c) nad yw'n drosedd na ellir ei phrofi ond yn ddiannod yn rhinwedd adran 22 o Ddeddf Llysoedd Ynadon 1980 (troseddau naill ffordd neu'r llall sy'n ymwneud â symiau bach).'

Jocelyn Davies

182

Section 203, page 86, after line 18, insert—

'() section [section to be inserted by amendment 181] (serious offences)';.

Adran 203, tudalen 86, ar ôl llinell 18, mewnosoder—

'() adran [adran sy'n cael ei mewnosod gan welliant 181] (troseddau difrifol)';.

Jocelyn Davies

183

Page 89, after line 23, insert a new section—

[] Serious offences

- (1) This section applies if—
- (a) the landlord under a secure contract makes a possession claim on the ground in section [section to be inserted by amendment 181] (serious offences), and
 - (b) the court is satisfied that the ground is made out.
- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).'

Tudalen 89, ar ôl llinell 21, mewnosoder adran newydd—

[] Troseddau difrifol

- (1) Mae'r adran hon yn gymwys os—



- (a) yw'r landlord o dan gontract diogel yn gwneud hawliad meddiant ar y sail yn adran [*adran sy'n cael ei mewnosod gan welliant 181*] (troseddau difrifol), a
 - (b) yw'r llys yn fodlon bod y sail wedi ei phrofi.
- (2) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).'

Jocelyn Davies

184

Page 90, after line 27, insert a new section –

[] Serious offences

- (1) This section applies if –
 - (a) the landlord under a standard contract makes a possession claim on the ground in section [*section to be inserted by amendment 181*] (serious offences), and
 - (b) the court is satisfied that the ground is made out.
- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).'

Tudalen 90, ar ôl llinell 29, mewnosoder adran newydd –

[] Troseddau difrifol

- (1) Mae'r adran hon yn gymwys os–
 - (a) yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran [*adran sy'n cael ei mewnosod gan welliant 181*] (troseddau difrifol), a
 - (b) yw'r llys yn fodlon bod y sail wedi ei phrofi.
- (2) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).'

Jocelyn Davies

185

Section 215, page 91, line 30, leave out –

'under section 91 or 92, and

- (b) the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations'

and insert –

,

- () not more than six months before the landlord issued proceedings, the contract holder complained to either the relevant local authority or to the landlord about the landlord's failure to comply with the landlord's obligations, and
- () the court is satisfied that the landlord has made the possession claim to avoid complying with the landlord's obligations.



(4) In this section –

“relevant local authority” means the local authority in whose area the premises about which the complaint was made are situated;

“the landlord’s obligations” means the obligations set out in section 91 or 92’.

Adran 215, tudalen 91, llinell 30, hepgorer –

‘o dan adran 91 neu 92, a

(b) os yw’r llys yn fodlon bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â’r rhwymedigaethau hynny’

a mewnosoder –

‘,

() os gwnaeth deiliad y contract, heb fod yn hwy na chwe mis cyn i’r landlord gychwyn achos, gŵyn i naill ai’r awdurdod lleol perthnasol neu i’r landlord ynghylch methiant y landlord i gydymffurfio â rhwymedigaethau’r landlord, a

() os yw’r llys yn fodlon bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â rhwymedigaethau’r landlord.

(4) Yn yr adran hon –

ystyr “awdurdod lleol perthnasol” yw’r awdurdod lleol ar gyfer yr ardal y mae’r fangre y gwnaed y gŵyn yn ei chylch wedi ei lleoli;

ystyr “rhwymedigaethau’r landlord” yw’r rhwymedigaethau a bennir yn adran 91 neu 92’.

Jocelyn Davies

186

Section 235, page 102, after line 15, insert –

‘(8) The Welsh Ministers may make regulations restricting the fees which may be charged by an agent for preparing a notice or document under this section.’.

Adran 235, tudalen 102, ar ôl llinell 17, mewnosoder –

‘(8) Caiff Gweinidogion Cymru wneud rheoliadau yn cyfyngu ar y ffioedd y caniateir i asiant eu codi am baratoi hysbysiad neu ddogfen o dan yr adran hon.’.

Jocelyn Davies

187

Page 103, after line 6, insert a new section –

‘Rent increases

[] Rent increases

The Welsh Ministers may prescribe supplementary provisions specifying how the rent payable under an occupation contract may be increased by the landlord.’.

Tudalen 103, ar ôl llinell 6, mewnosoder adran newydd –



'Cynyddu rhenti

[] Cynyddu rhenti

Caiff Gweinidogion Cymru ragnodi darpariaethau atodol i bennu sut y caiff landlord gynyddu'r rhent sy'n daladwy o dan contract meddiannaeth.'

Jocelyn Davies

188

Section 255, page 114, after line 25, insert—

'() section 235 (power to restrict the fees of agents),'

Adran 255, tudalen 114, ar ôl llinell 28, mewnosoder—

'() adran 235 (pŵer i gyfyngu ar ffioedd asiantau),'

Mark Isherwood

189

Section 20, page 10, after line 26, insert—

'(5) When determining, for the purposes of subsection (1)(b), whether the position of the contract-holder is improved, regard must be had to the following factors—

- (a) the effect on the average contract-holder of the fundamental provision not being incorporated,
- (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 .

(6) Subsection (5) may be amended by regulations made by the Welsh Ministers.'

Adran 20, tudalen 10, ar ôl llinell 26, mewnosoder—

'(5) Wrth benderfynu, at ddibenion is-adran (1)(b), a yw sefyllfa deiliad y contract wedi gwella, rhaid rhoi sylw i'r ffactorau a ganlyn—

- (a) effaith peidio ag ymgorffori'r ddarpariaeth sylfaenol ar ddeiliad contract cyffredin,
- (b) unrhyw nodwedd warchoddedig, o fewn ystyr Deddf Cydraddoldeb 2010, deiliad y contract,
- (c) unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru, a
- (d) unrhyw ganllawiau a ddyroddir gan yr Awdurdod Cystadleuaeth a Marchnadoedd.

(6) Caniateir diwygio is-adran (5) gan reoliadau a wneir gan Weinidogion Cymru.'

Mark Isherwood

190

Section 39, page 18, line 33, leave out '14' and insert '21'.



Adran 39, tudalen 18, llinell 34, hepgorer '14' a mewnosoder '21'.

Mark Isherwood 191

Section 39, page 18, line 38, leave out '14' and insert '21'.

Adran 39, tudalen 18, llinell 38, hepgorer '14' a mewnosoder '21'.

Mark Isherwood 192

Section 39, page 19, line 7, leave out '14' and insert '21'.

Adran 39, tudalen 19, llinell 8, hepgorer '14' a mewnosoder '21'.

Mark Isherwood 193

Section 54, page 23, line 36, after 'interest', insert '(“the superior landlord”)'.

Adran 54, tudalen 23, llinell 36, ar ôl 'landlord', mewnosoder '(“yr uwchlandlord”)'.

Mark Isherwood 194

Section 54, page 23, after line 37, insert –

'() In the circumstances described in subsection (4) the superior landlord will be regarded as having interfered with the rights of both the landlord and of the contract-holder.'

Adran 54, tudalen 23, ar ôl llinell 37, mewnosoder –

'() Yn yr amgylchiadau a ddisgrifir yn is-adran (4) ystyrir bod yr uwchlandlord wedi ymyrryd â hawliau'r landlord a hawliau deiliad y contract.'

Mark Isherwood 195

Section 55, page 24, line 26, leave out, 'not –

(a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subsections (1) to (3), or

(b) allow, incite or encourage any person to act as mentioned in subsection (4).'

and insert –

'take reasonable steps to prevent a person who is living in or visiting the dwelling from acting as mentioned in subsections (1) to (3).'

Adran 55, tudalen 24, llinell 27, hepgorer, 'beidio –

(a) caniatáu, cymell nac annog unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, i ymddwyn fel y crybwyllir yn is-adrannau (1) i (3), na



- (b) caniatáu, cymell nac annog unrhyw berson i ymddwyn fel y crybwyllir yn is-adran (4)

a mewnosoder –

‘gymryd camau rhesymol i atal person sy’n byw yn yr annedd neu’n ymweld â’r annedd rhag ymddwyn fel y crybwyllir yn is-adrannau (1) i (3)’.

Mark Isherwood

196

Section 84, page 39, line 2, leave out ‘14’ and insert ‘21’.

Adran 84, tudalen 39, llinell 2, hepgorer ‘14’ a mewnosoder ‘21’.

Mark Isherwood

197

Section 84, page 39, after line 19, insert –

- ‘(11) For the purposes of subsection (7) the relevant period may be extended by agreement between the landlord and the contract-holder by up to two months in the circumstances set out in subsection (12).
- (12) 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.
- (13) The relevant period will be extended in accordance with the landlord’s request under subsection (12) if the contract-holder does not reply to the request within five days.
- (14) For the purposes of subsection (10) the period of one month referred to in that subsection may be extended to a maximum of two months by agreement between the landlord and the contract-holder in the circumstances set out in subsection (15).
- (15) The circumstances are –
- (a) the landlord requested an extension in writing at least ten days before the end of the period of one month referred to in subsection (10), and
 - (b) the landlord gave reasons in writing for the request.
- (16) The two month period will be extended in accordance with the landlord’s request under subsection (15) if the contract-holder does not reply to the request within five days.’.

Adran 84, tudalen 39, ar ôl llinell 22, mewnosoder –

- ‘(11) At ddibenion is-adran (7) caniateir ymestyn y cyfnod perthnasol drwy gytundeb rhwng y landlord a deiliad y contract hyd at ddau fis yn yr amgylchiadau a bennir yn is-adran (12).
- (12) Yr amgylchiadau yw –
- (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng niwrnod cyn diwedd y cyfnod perthnasol, a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.



- (13) Caiff y cyfnod perthnasol ei ymestyn yn unol â chais y landlord o dan is-adran (12) os na fydd deiliad y contract yn ymateb i'r cais o fewn pum niwrnod.
- (14) At ddibenion is-adran (10) caniateir ymestyn y cyfnod o fis y cyfeirir ato yn yr is-adran honno i uchafswm o ddau fis drwy gytundeb rhwng y landlord a deiliad y contract yn yr amgylchiadau a bennir yn is-adran (15).
- (15) Yr amgylchiadau yw –
 - (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng niwrnod cyn diwedd y cyfnod o fis y cyfeirir ato yn is-adran (10), a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- (16) Caiff y cyfnod o ddau fis ei ymestyn yn unol â chais y landlord o dan is-adran (15) os na fydd deiliad y contract yn ymateb i'r cais o fewn pum niwrnod.’.

Mark Isherwood

198

Section 92, page 42, 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 42, 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

199

Section 92, page 42, after line 23, insert –

- () In determining whether or not the landlord has complied with subsection (1) (*first paragraph to be inserted by amendment 198*) 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 42, ar ôl llinell 25, mewnosoder –

- () Wrth benderfynu a yw'r landlord wedi cydymffurfio ag is-adran (1) (*y paragraff cyntaf sy'n cael ei mewnosod gan welliant 198*) 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 sy'n cael ei mewnosod gan y gwelliant hwn*), ystyr “addasu” yw pan fo'r annedd wedi ei throi o fod yn un annedd yn ddwy annedd neu ragor.’.



Mark Isherwood

200

Section 92, page 42, 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 of parts of the building which the landlord –

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

Adran 92, tudalen 42, 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 ystad 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 ystad 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

201

Section 93, page 43, 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 43, 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 202

Page 43, line 16, leave out section 94.

Tudalen 43, llinell 15, hepgorer adran 94.

Mark Isherwood 203

Section 94, page 43, after line 32, insert—

- '(4) Before prescribing matters under subsection (2) or making regulations under subsection (3) the Welsh Ministers must, for a minimum period of six months, carry out a public consultation exercise as to the proposed subject-matter of the prescribed matters or the regulations.
- (5) In carrying out the public consultation exercise, the Welsh Ministers must consult those persons or bodies who are likely to be affected by or have an interest in the subject-matter of the consultation.'

Adran 94, tudalen 43, ar ôl llinell 28, mewnosoder—

- '(4) Cyn rhagnodi materion o dan is-adran (2) neu wneud rheoliadau o dan is-adran (3) rhaid i Weinidogion Cymru, am isafswm cyfnod o chwe mis, gynnal ymgynghoriad cyhoeddus o ran pwnc y materion rhagnodedig neu'r rheoliadau.
- (5) Wrth gynnal yr ymgynghoriad cyhoeddus, rhaid i Weinidogion Cymru ymgynghori â'r personau neu'r cyrff hynny y mae pwnc yr ymgynghoriad yn debygol o effeithio arnynt neu y mae'n debygol y bydd ganddynt fuddiant ynddo.'

Mark Isherwood 204

Section 127, page 57, after line 12, 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 57, ar ôl llinell 12, 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 sy'n cael ei mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Mark Isherwood

205

Section 135, page 60, 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 135, tudalen 60, ar ôl llinell 33, 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 sy'n cael ei mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Mark Isherwood

206

Page 88, after line 3, insert a new section—

[] Anti-social behaviour and other prohibited conduct



- (1) This section applies if the landlord under an occupation contract makes a possession claim relying on a breach of section 55 (anti-social behaviour and other prohibited conduct).
- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the conduct, as a result of which the claim is brought, ceased before the landlord made the possession claim.
- (4) If the landlord relies, wholly or partly, on the conduct of a person other than the contract-holder, the contract-holder must demonstrate compliance with section 55(5).
- (5) In considering the question of reasonableness, the court must, where appropriate, take into account whether or not the contract-holder is able to satisfy the court as to compliance with section 55(5).
- (6) Schedule 9 makes further provision as regards the reasonableness of making an order for possession.’

Tudalen 88, ar ôl llinell 4, mewnosoder adran newydd –

[] Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall

- (1) Mae’r adran hon yn gymwys os yw’r landlord o dan gontract meddiannaeth yn gwneud hawliad meddiant gan ddibynnu ar dorri adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall).
- (2) Ni chaniateir i’r llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny.
- (3) Nid yw’r llys wedi ei atal rhag gwneud gorchymyn adennill meddiant ar y sail honno ond am fod yr ymddygiad sydd wedi arwain at yr hawliad wedi dod i ben cyn i’r landlord wneud yr hawliad meddiant.
- (4) Os yw’r landlord yn dibynnu, yn llwyr neu’n rhannol, ar ymddygiad person heblaw deiliad y contract, rhaid i ddeiliad y contract ddangos cydymffurfiaeth ag adran 55(5).
- (5) Wrth ystyried y cwestiwn o resymoldeb, rhaid i’r llys, os yw hynny’n briodol, ystyried pa un a yw deiliad y contract yn gallu bodloni’r llys o ran cydymffurfiaeth ag adran 55(5).
- (6) Mae Atodlen 9 yn gwnued darpariaeth bellach ynghylch rhesymoldeb gwneud gorchymyn adennill meddiant.

Mark Isherwood

207

Section 215, page 91, after line 33, insert –

- ‘(4) The court must not determine that the possession claim is a retaliatory claim if the Court is satisfied that any of the conditions in subsection (5) applies.
- (5) The conditions are –
 - (a) the possession claim is not motivated by a desire to avoid complying with section 91 or 92,



- (b) the landlord wishes to sell (or otherwise transfer his or her interest in) the dwelling, or
- (c) the contract-holder is in breach of the contract.’.

Adran 215, tudalen 91, ar ôl llinell 33, mewnosoder –

- ‘(4) Ni chaniateir i’r llys ddyfarnu bod yr hawliad meddiant yn hawliad dialgar os yw’r llys yn fodlon bod unrhyw un o’r amodau yn is-adran (5) yn gymwys.
- (5) Yr amodau yw –
 - (a) nid yw’r hawliad meddiant wedi’i wneud er mwyn osgoi cydymffurfio ag adran 91 neu 92,
 - (b) mae’r landlord yn dymuno gwerthu’r annedd (neu fel arall am drosglwyddo ei fuddiant yn yr annedd), neu
 - (c) mae deiliad y contract wedi torri’r contract.’.

Mark Isherwood

208

Page 103, after line 6, insert a new section –

‘Advice and alternative dispute resolution

[] 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 103, ar ôl llinell 6, mewnosoder adran newydd –

‘Cyngor a dulliau amgen o ddatrys anghydfodau

[] 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

209

Section 255, page 114, after line 20, insert –

'() section 20(*second subsection inserted by amendment 189*) (power to amend section 20(*first subsection to be inserted by amendment 189*)),'

Adran 255, tudalen 114, ar ôl llinell 23, mewnosoder –

'() adran 20(*yr ail is-adran sy'n cael ei mewnosod gan y gwelliant 189*) (pŵer i ddiwygio adran 20(*yr is-adran gyntaf sy'n cael ei mewnosod gan y gwelliant 189*)),'

Mark Isherwood

210

Section 255, page 114, after line 23, insert –

'() section 127 (power to amend section 127(*second subsection to be inserted by amendment 204*)),'

Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder –

'() adran 127 (pŵer i ddiwygio adran 127(*yr ail is-adran sy'n cael ei mewnosod gan welliant 204*)),'

Mark Isherwood

211

Section 255, page 114, after line 23, insert –

'() section 135 (power to amend section 135(*second subsection to be inserted by amendment 205*)),'

Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder –



'() adran 135 (pŵer i ddiwygio adran 135(*yr ail is-adran sy'n cael ei mewnosod gan welliant 205*)),'

Mark Isherwood

212

Section 255, page 114, after line 25, insert –

'() section (*section to be inserted by amendment 208*) (advice and alternative dispute resolution),'

Adran 255, tudalen 114, ar ôl llinell 28, mewnosoder –

'() adran (*yr adran sy'n cael ei mewnosod gan welliant 208*) (cyngor a dulliau amgen o ddatrys anghydfodau),'

Mark Isherwood

213

Schedule 2, page 126, after line 38, insert –

'(i) 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 126, ar ôl llinell 39, mewnosoder –

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

Mark Isherwood

214

Schedule 2, page 126, after line 38, insert –

'(i) a periodic probationary contract (see paragraph [*paragraph to be inserted by amendment 215*]).'

Atodlen 2, tudalen 126, ar ôl llinell 39, mewnosoder –

'(i) contract cyfnod prawf cyfnodol (gweler paragraff [*paragraff sy'n cael ei mewnosod gan welliant 215*]).'

Mark Isherwood

215

Schedule 2, page 127, after line 35, insert –

'Periodic Probationary Contracts

[] (1) A periodic probationary contract is an arrangement where –

- (a) the landlord has given notice to the occupier, before the occupation date, of an offer of a periodic probationary contract,
- (b) the notice states that the contract will become a periodic standard contract after six months provided the landlord is satisfied with the conduct of the occupier;
- (c) the arrangement is for a fixed period of six months or less as set out in the notice,



- (d) the arrangement would otherwise be a tenancy or a licence if paragraph 8 did not apply to it, and
 - (e) the occupier has accepted the offer of a periodic probationary contract from the landlord.
- (2) The periodic probationary contract renews at the end of each period unless one of the circumstances in sub-paragraphs (3), (4) or (5) applies.
 - (3) The circumstances are that the landlord has given notice to the occupier, that the periodic probationary contract will not be renewed (or replaced by a periodic standard contract) when the current period ends.
 - (4) The circumstances are that the occupier has given notice to the landlord that s/he does not want the periodic probationary contract to be renewed at the end of its current period.
 - (5) The circumstances are that six months have elapsed from the occupation date.
 - (6) Where sub-paragraph (5) applies the periodic probationary contract will become a periodic standard contract.
 - (7) Section 55 and Chapter 2 of Part 4 apply to periodic probationary contracts.
 - (8) A notice given in accordance with sub-paragraphs (3) or (4) must be given in writing at least 7 days before the end of the current period of the periodic probationary contract.
 - (9) In this Part the following definitions apply –
 - (a) “occupier” is the person who is entitled to occupy the dwelling in accordance with the periodic probationary contract;
 - (b) “occupation date” is the date on which the occupier is first entitled to begin occupying the dwelling.’.

Atodlen 2, tudalen 127, ar ôl llinell 37, mewnosoder –

Contractau Cyfnod Prawf Cyfnodol

- 11 (1) Mae contract cyfnod prawf cyfnodol yn drefniant –
- (a) pan fo’r landlord wedi rhoi hysbysiad i’r meddiannydd, cyn y dyddiad meddiannu, o gynnig o gontract cyfnod prawf cyfnodol,
 - (b) pan fo’r hysbysiad yn datgan y bydd y contract yn dod yn gontract safonol cyfnodol ar ôl chwe mis cyn belled â bod y landlord yn fodlon ar ymddygiad y meddiannydd;
 - (c) pan fo’r trefniant am gyfnod sefydlog o chwe mis neu lai fel y mae’r hysbysiad yn ei nodi,
 - (d) pan fyddai’r contract fel arall yn denantiaeth neu’n drwydded pe na bai paragraff 8 yn gymwys iddo, ac
 - (e) pan fo’r meddiannydd wedi derbyn y cynnig am gontract cyfnod prawf cyfnodol gan y landlord.
- (2) Bydd y contract cyfnod prawf cyfnodol yn adnewyddu ar ddiwedd pob cyfnod oni bai bod un o’r amgylchiadau ym is-paragraff (3), (4) neu (5) yn gymwys.



- (3) Yr amgylchiadau yw bod y landlord wedi rhoi hysbysiad i'r meddiannydd na fydd y contract cyfnod prawf cyfnodol yn cael ei adnewyddu (neu ei ddisodli gan gontract safonol cyfnodol) pan fydd y cyfnod presennol yn dod i ben.
- (4) Yr amgylchiadau yw bod y landlord wedi rhoi hysbysiad i'r landlord nad yw am i'r contract cyfnod prawf cyfnodol gael ei adnewyddu ar ddiwedd ei gyfnod presennol.
- (5) Yr amgylchiadau yw bod chwe mis wedi mynd heibio ers y dyddiad meddiannu.
- (6) Pan fo is-baragraff (5) yn gymwys bydd y contract cyfnod prawf cyfnodol yn dod yn gontract safonol cyfnodol.
- (7) Mae adran 55 a Phennod 2 o Ran 4 yn gymwys i gontractau cyfnod prawf cyfnodol.
- (8) Rhaid i hysbysiad a roddir yn unol â is-baragraff (3) neu (4) gael ei roi mewn ysgrifen o leiaf 7 diwrnod cyn diwedd cyfnod presennol y contract cyfnod prawf cyfnodol.
- (9) Yn y Rhan hwn mae'r diffiniadau canlynol yn gymwys –
 - (a) "meddiannydd" yw'r person y mae ganddo hawl i feddiannu'r annedd yn unol â'r contract cyfnod prawf cyfnodol;
 - (b) "dyddiad meddiannu" yw'r dyddiad y mae gan y meddiannydd hawl i ddechrau meddiannu'r annedd am y tro cyntaf.'

