

## HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 1 Chwefror 2021  
Tabled on 1 February 2021

### Bil Rhentu Cartrefi (Diwygio) (Cymru) Renting Homes (Amendment) (Wales) Bill

**Julie James** 1

Section 4, page 2, line 30, leave out subsection (2) and insert –

‘() The heading of section 175 becomes “Restriction on section 173: notice may not be given until after the first six months of occupation”.’.

Adran 4, tudalen 2, llinell 30, hepgorer is-adran (2) a mewnosoder –

‘() Daw pennawd adran 175 yn “Cyfyngiad ar adran 173: ni chaniateir rhoi hysbysiad tan ar ôl chwe mis cyntaf meddiannaeth”.’.

**Julie James** 2

Section 5, page 2, line 36, leave out subsection (2) and insert –

‘() The heading of section 196 becomes “Restriction on use of landlord’s break clause until after the first 18 months of occupation”.’.

Adran 5, tudalen 2, llinell 37, hepgorer is-adran (2) a mewnosoder –

‘() Daw pennawd adran 196 yn “Cyfyngiad ar ddefnyddio cymal terfynu’r landlord tan ar ôl 18 mis cyntaf meddiannaeth”.’.

**Julie James** 3

Section 6, page 3, line 23, leave out subsection (5).

Adran 6, tudalen 3, llinell 24, hepgorer is-adran (5).



**Julie James**

4

Section 6, page 4, line 13, leave out ‘, and section 44 of the Housing (Wales) Act 2014 (anaw 7),’.  
Adran 6, tudalen 4, llinell 15, hepgorer ‘, ac yn adran 44 o Ddeddf Tai (Cymru) 2014 (dccc 7),’.

**Julie James**

5

Page 9, after line 10, insert a new section –

**[ ] Fee for further copy of written statement to be a permitted payment**

- (1) The Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) is amended as follows.
- (2) In Schedule 1 (permitted payments), after paragraph 10A, insert –

*“Payment for further copy of written statement*

10B A payment of a reasonable fee for a further written statement of a standard occupation contract is a permitted payment.”

- (3) In section 4, after subsection (2)(i) insert –

*“(j) payments in respect of further copies of a written statement.”.*

Tudalen 9, ar ôl llinell 12, mewnosoder adran newydd –

**[ ] Ffi am gopi pellach o ddatganiad ysgrifenedig i fod yn daliad a ganiateir**

- (1) Mae Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2) wedi ei diwygio fel a ganlyn.
- (2) Yn Atodlen 1 (taliadau a ganiateir), ar ôl paragraff 10A, mewnosoder –

*“Taliad am gopi pellach o ddatganiad ysgrifenedig*

10B Mae taliad ffi resymol am ddatganiad ysgrifenedig pellach o gontract meddiannaeth safonol yn daliad a ganiateir.”

- (3) Yn adran 4, ar ôl is-adran (2)(i) mewnosoder –

*“(j) taliadau mewn cysylltiad â chopïau pellach o ddatganiad ysgrifenedig”.*



**Julie James**

6

Page 9, after line 10, insert a new section –

**[ ] Service charges permitted by the Renting Homes (Fees etc.) (Wales) Act 2019 etc.**

(1) In Schedule 1 to the 2019 Act (permitted payments), after paragraph 10 insert –

*“Service charges payable to community landlords etc.*

10A (1) A payment of a service charge is a permitted payment if –

- (a) it is required under a standard occupation contract, and
- (b) the landlord is a community landlord.

(2) But sub-paragraph (1) does not apply in relation to –

- (a) a standard occupation contract within paragraph 15 of Schedule 3 to the 2016 Act (accommodation which is not social accommodation), or
- (b) a standard occupation contract mentioned in sub-paragraph (3).

(3) A payment of a service charge is a permitted payment if it is required under a standard occupation contract within section 143 of the 2016 Act (contracts relating to supported accommodation).

(4) For the purposes of this paragraph –

*“2016 Act” (“Deddf 2016”) means the Renting Homes (Wales) Act 2016 (anaw 1);*

*“community landlord” (“landlord cymunedol”) has the meaning given by section 9 of the 2016 Act;*

*“service charge” (“tâl gwasanaeth”) does not include a charge for a service where the payment for the charge would be permitted by virtue of another paragraph of this Schedule, and in relation to sub-paragraph (3) only, includes charges for the provision of support services;*

*“support services” (“gwasnaethau cymorth”) has the meaning given by section 143 of the 2016 Act (see, in particular, subsection (4) of that section).”*

(2) In section 4 of the 2019 Act, after subsection (2)(h) insert –

*“(i) service charges;”*

(3) In regulation 3 of the transitional provision Regulations –

- (a) in the words before sub-paragraph (a), after *“section 20,”* insert *“and sub-paragraphs (2) to (3B) of paragraph 10A of Schedule 1,”*;



- (b) omit the “and” at the end of sub-paragraph (d);
- (c) after that sub-paragraph insert –
  - “(da) paragraph 10A of Schedule 1 to the Act is to be read as if –
    - (i) for sub-paragraph (2) there were substituted –
      - “(2) But sub-paragraph (1) does not apply in relation to –
        - (a) a standard occupation contract where the allocation rules (within the meaning of paragraph 15 of Schedule 3 to the 2016 Act) did not apply to the making of the contract, or
        - (b) a standard occupation contract mentioned in sub-paragraph (3).”;
      - (ii) for-sub paragraph (3) there were substituted –
        - “(3) A payment of a service charge is a permitted payment if it is required under a standard occupation contract which relates to supported accommodation.”;
      - (iii) after sub-paragraph (3) there were inserted –
        - “(3A) For the purposes of sub-paragraph (3) accommodation is “supported accommodation” if –
          - (a) it is provided by a community landlord or registered charity (within the meaning of the 2016 Act),
          - (b) the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and
          - (c) there is a connection between provision of the accommodation and provision of the support services.
        - (3B) But accommodation in a care institution (within the meaning of paragraph 4 of Schedule 2 to the 2016 Act) is not supported accommodation.”, and”.
- (4) The amendments made by subsections (1), (2) and (3) of this section are to be treated for all purposes as if they came into force on 1 September 2019, except that –

- (a) any notice given in contravention of section 20(1) of the 2019 Act (as modified by the transitional provision Regulations) before the coming into force of this section is to continue to be treated as having been given in contravention of that section of the 2019 Act, and
  - (b) any order made before the coming into force of this section under section 22(1) of the 2019 Act (orders for recovery of prohibited payments) continues to have effect.
- (5) Subsection (6) applies where –
- (a) before the coming into force of this section a landlord under an assured shorthold tenancy has required payment of a service charge in connection with the tenancy, and
  - (b) by virtue of subsection (4) of this section the payment required by the landlord is a permitted payment for the purposes of the 2019 Act (see section 4 of that Act).
- (6) The landlord may not give a section 21 notice in respect of the dwelling-house let on the tenancy during the period of 6 months beginning with the day on which this section comes into force.
- (7) In this section –
- “2019 Act” (“*Deddf 2019*”) means the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2);
  - “assured shorthold tenancy” (“*tenantiaeth fyrddaliadol sicr*”) has the same meaning as in the Housing Act 1988 (“the 1988 Act”);
  - “section 21 notice” (“*hysbysiad adran 21*”) means a notice under subsection (1)(b) or (4)(a) of section 21 of the 1988 Act;
  - “the transitional provision Regulations” (“*y Rheoliadau darpariaeth drosiannol*”) means the Renting Homes (Fees etc.) (Wales) Act 2019 (Transitional Provision for Assured Shorthold Tenancies) Regulations 2019 (S.I. 2019/1151).’.

Tudalen 9, ar ôl llinell 12, mewnosoder adran newydd –

**[ ] Taliadau gwasanaeth a ganiateir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 etc.**

- (1) Yn Atodlen 1 i Ddeddf 2019 (taliadau a ganiateir), ar ôl paragraff 10 mewnosoder –

*“Taliadau gwasanaeth sy’n daladwy i landlordiaid cymunedol etc.*

- 10A (1) Mae tâl gwasanaeth yn daliad a ganiateir os –
- (a) yw’n ofynnol o dan gontract meddiannaeth safonol, a
  - (b) yw’r landlord yn landlord cymunedol.
- (2) Ond nid yw is-baragraff (1) yn gymwys mewn perthynas ag –
- (a) contract meddiannaeth safonol o fewn paragraff 15 o Atodlen 3 i Ddeddf 2016 (llety nad yw’n llety cymdeithasol), neu
  - (b) contract meddiannaeth safonol a grybwyllir yn is-baragraff (3).
- (3) Mae tâl gwasanaeth yn daliad a ganiateir os yw’n ofynnol o dan



gontract meddiannaeth safonol o fewn adran 143 o Ddeddf 2016 (contractau sy'n ymwneud â llety â chymorth).

(4) At ddibenion y paragraff hwn –

ystyr “Deddf 2016” (“2016 Act”) yw Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1);

mae i “gwasanaethau cymorth” (“support services”) yr ystyr a roddir gan adran 143 o Ddeddf 2016 (gweler, yn benodol, is-adran (4) o’r adran honno);

mae i “landlord cymunedol” (“community landlord”) yr ystyr a roddir gan adran 9 o Ddeddf 2016;

nid yw “tâl gwasanaeth” (“service charge”) yn cynnwys tâl am wasanaeth pan fyddai talu’r tâl yn cael ei ganiatáu yn rhinwedd paragraff arall o’r Atodlen hon, ac mewn perthynas ag is-baragraff (3) yn unig, mae’n cynnwys taliadau am ddarparu gwasanaethau cymorth.”

(2) Yn adran 4 o Ddeddf 2019, ar ôl is-adran (2)(h) mewnosoder –

“(i) taliadau gwasanaeth;”.

(3) Yn rheoliad 3 o’r Rheoliadau darpariaeth drosiannol –

(a) yn y geiriau o flaen is-baragraff (a), ar ôl “adran 20,” mewnosoder “ac is-baragraffau (2) i (3B) o baragraff 10A o Atodlen 1,”;

(b) hepgorer yr “ac” ar ddiwedd is-baragraff (d);

(c) ar ôl yr is-baragraff hwnnw mewnosoder –

“(da) mae paragraff 10A o Atodlen 1 i’r Ddeddf i’w ddarllen fel pe bai –

(i) y canlynol wedi ei roi yn lle is-baragraff (2) –

“(2) Ond nid yw is-baragraff (1) yn gymwys mewn perthynas ag –

(a) contract meddiannaeth safonol pan nad oedd y rheolau dyrannu (o fewn ystyr paragraff 15 o Atodlen 3 i Ddeddf 2016) yn gymwys i wneud y contract, neu

(b) contract meddiannaeth safonol a grybwyllir yn is-baragraff (3).”;

(ii) y canlynol wedi ei roi yn lle is-baragraff (3) –

“(3) Mae tâl gwasanaeth yn daliad a ganiateir os yw’n ofynnol o dan gontract meddiannaeth safonol sy’n ymwneud â llety â chymorth.”;

(iii) y canlynol wedi ei roi ar ôl is-baragraff (3) –

“(3A) At ddibenion is-baragraff (3) mae llety yn “llety â chymorth” os –



- (a) yw'n cael ei ddarparu gan landlord cymunedol neu elusen gofrestrdig (o fewn ystyr Deddf 2016),
  - (b) yw'r landlord neu'r elusen (neu berson sy'n gweithredu ar ran y landlord neu'r elusen) yn darparu gwasanaethau cymorth i berson sydd â hawl i feddiannu'r llety, ac
  - (c) oes cysylltiad rhwng darparu'r llety a darparu'r gwasanaethau cymorth.
- (3B) Ond nid yw llety mewn sefydliad gofal (o fewn ystyr paragraff 4 o Atodlen 2 i Ddeddf 2016) yn llety â chymorth.", ac".
- (4) Mae'r diwygiadau a wneir gan is-adrannau (1), (2) a (3) o'r adran hon i'w trin at bob diben fel pe baent wedi dod i rym ar 1 Medi 2019, ac eithrio –
  - (a) bod unrhyw hysbysiad a roddwyd yn groes i adran 20(1) o Ddeddf 2019 (fel y'i haddaswyd gan y Rheoliadau darpariaeth drosiannol) cyn i'r adran hon ddod i rym i barhau i gael ei drin fel pe bai wedi ei roi yn groes i'r adran honno o Ddeddf 2019, a
  - (b) bod unrhyw orchymyn a wnaed cyn i'r adran hon ddod i rym o dan adran 22(1) o Ddeddf 2019 (gorchmynion i adennill taliadau gwaharddedig) yn parhau i gael effaith.
- (5) Mae is-adran (6) yn gymwys pan fo –
  - (a) cyn i'r adran hon ddod i rym, landlord o dan denantiaeth byrddaliadol sicr wedi ei gwneud yn ofynnol i dâl gwasanaeth gael ei dalu mewn cysylltiad â'r denantiaeth, a
  - (b) yn rhinwedd is-adran (4) o'r adran hon, y taliad sy'n ofynnol gan y landlord yn daliad a ganiateir at ddibenion Deddf 2019 (gweler adran 4 o'r Ddeddf honno).
- (6) Ni chaiff y landlord roi hysbysiad adran 21 mewn cysylltiad â'r tŷ annedd a osodwyd ar y denantiaeth yn ystod y cyfnod o 6 mis sy'n dechrau â'r diwrnod y daw'r adran hon i rym.
- (7) Yn yr adran hon –
  - ystyr "Deddf 2019" ("*2019 Act*") yw Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2);
  - ystyr "hysbysiad adran 21" ("*section 21 notice*") yw hysbysiad o dan is-adran (1)(b) neu (4)(a) o adran 21 o Ddeddf Tai 1988 ("*Deddf 1988*");
  - ystyr "y Rheoliadau darpariaeth drosiannol" ("*the transitional provision Regulations*") yw Rheoliadau Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (Darpariaeth Drosiannol ar gyfer Tenantiaethau Byrddaliadol Sicr) 2019 (O.S. 2019/1151);
  - mae i "tenantiaeth fyrddaliadol sicr" yr ystyr a roddir i "assured shorthold tenancy" yn Neddf 1988'.



**Julie James** 7

Section 17, page 9, line 23, after 'section', insert ', section [section to be inserted by Amendment 6]'.  
Adran 17, tudalen 9, llinell 25, ar ôl 'hon' yn y lle cyntaf y mae'n ymddangos, mewnosoder ', adran [yr adran sy'n cael ei mewnosod gan Welliant 6]'.  
Adran 17, tudalen 9, llinell 25, ar ôl 'hon' yn y lle cyntaf y mae'n ymddangos, mewnosoder ', adran [yr adran sy'n cael ei mewnosod gan Welliant 6]'.  
Adran 17, tudalen 9, llinell 27, hepgorer 'adran 6(5) a pharagraff' a mewnosoder 'paragraff'.

**Julie James** 8

Section 17, page 9, line 25, leave out 'Section 6(5) and paragraph 26 of Schedule 6 come' and insert 'Paragraph 26 of Schedule 6 comes'.

**Julie James** 9

Schedule 1, page 10, line 22, leave out 'contract-holder is pursuing, or intends to pursue, a course of study at that institution, or at another higher education institution' and insert 'right to occupy is conferred for the purpose of enabling the contract-holder to attend a course of study at that institution, or at another higher education institution (whether or not the right to occupy is also conferred for another purpose)'.

Atodlen 1, tudalen 10, llinell 21, hepgorer 'fo deiliad y contract yn dilyn cwrs astudio yn y sefydliad hwnnw neu mewn sefydliad addysg uwch arall, neu'n bwriadu dilyn cwrs o'r fath' a mewnosoder 'fo'r hawl i feddiannu yn cael ei rhoi at ddiben galluogi deiliad y contract i fynychu cwrs astudio yn y sefydliad hwnnw, neu mewn sefydliad addysg uwch arall (pa un a roddir yr hawl i feddiannu at ddiben arall hefyd ai peidio)'.

**Julie James** 10

Schedule 1, page 11, leave out lines 1 to 3.

Atodlen 1, tudalen 11, hepgorer llinellau 1 hyd at 3.

**Julie James** 11

Schedule 2, page 13, line 14, leave out 'the landlord has not given the contract-holder a written statement in accordance with section 31(1) or (2) (duty to provide written statement)' and insert –

–

- (a) the contract-holder has not been given a written statement of the contract under section 31(1) (requirement to provide written statement at the start of a contract), or
- (b) the landlord is aware that the identity of the contract-holder



has changed, and the new contract-holder has not been given a written statement of the contract under section 31(2) (requirement to give written statement to a new contract-holder)'.  
' –

Atodlen 2, tudalen 13, llinell 14, hepgorer 'na fo'r landlord wedi rhoi datganiad ysgrifenedig i ddeiliad y contract yn unol ag adran 31(1) neu (2) (dyletswydd i ddarparu datganiad ysgrifenedig)' a mewnosoder –

- (a) na roddwyd datganiad ysgrifenedig o'r contract i ddeiliad y contract o dan adran 31(1) (gofyniad i ddarparu datganiad ysgrifenedig ar ddechrau contract), neu
- (b) bo'r landlord yn ymwybodol fod deiliad y contract wedi newid, ac na roddwyd datganiad ysgrifenedig o'r contract i ddeiliad newydd y contract o dan adran 31(2) (gofyniad i roi datganiad ysgrifenedig i ddeiliad newydd y contract)'.

**Julie James** **12**

Schedule 2, page 13, line 17, after 'statement', insert 'within the period specified in section 31'.

Atodlen 2, tudalen 13, llinell 17, ar ôl 'ysgrifenedig', mewnosoder 'o fewn y cyfnod a bennir yn adran 31'.

**Julie James** **13**

Schedule 2, page 13, line 19, leave out 'before the end of' and insert 'during'.

Atodlen 2, tudalen 13, llinell 19, hepgorer 'cyn diwedd' a mewnosoder 'yn ystod'.

**Julie James** **14**

Schedule 2, page 13, line 28, after 'landlord', insert 'in connection with the contract'.

Atodlen 2, tudalen 13, llinell 28, ar ôl 'amdano', mewnosoder 'mewn cysylltiad â'r contract'.

**Julie James** **15**

Schedule 2, page 14, line 34 leave out –

*'Failure to register under Part 1 of the Housing (Wales) Act 2014 (anaw 7)*

- 6 (1) A landlord who is required to be registered under Part 1 of the Housing (Wales) Act 2014 may not give a notice at a time when the landlord is not registered in respect of the dwelling to which the notice would apply.



- (2) But if there has been a transfer of the landlord's interest, subparagraph (1) does not apply for the period of 28 days beginning with the day on which the interest is transferred to the landlord.

*Failure to acquire licence under Part 1 of the Housing (Wales) Act 2014 (anaw 7)*

- 7 (1) A landlord who is required to be licensed under Part 1 of the Housing (Wales) Act 2014 may not give a notice at a time when—
- (a) the landlord is not licensed under that Part in respect of the area in which the dwelling is located (within the meaning of Part 1 of that Act), and
  - (b) the landlord has not appointed a person who is licensed under that Part to carry out all property management work (within the meaning of section 12 of that Act) in respect of the dwelling on the landlord's behalf.
- (2) But if there has been a transfer of the landlord's interest, subparagraph (1) does not apply for the period of 28 days beginning with the day on which the interest is transferred to the landlord.'

Atodlen 2, tudalen 14, llinellau, hepgorer—

*'Methu â chofrestru o dan Ran 1 o Ddeddf Tai (Cymru) 2014 (dccc 7)*

- 6 (1) Ni chaiff landlord y mae'n ofynnol iddo fod yn gofrestredig o dan Ran 1 o Ddeddf Tai (Cymru) 2014 roi hysbysiad ar adeg pan nad yw'n gofrestredig mewn perthynas â'r annedd y byddai'r hysbysiad yn gymwys iddi.
- (2) Ond os yw buddiant y landlord wedi ei drosglwyddo, nid yw isbaragraff (1) yn gymwys am y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod pan fo'r buddiant wedi ei drosglwyddo i'r landlord.

*Methu â chaffael trwydded o dan Ran 1 o Ddeddf Tai (Cymru) 2014 (dccc 7)*

- 7 (1) Ni chaiff landlord y mae'n ofynnol iddo fod yn drwyddedig o dan Ran 1 o Ddeddf Tai (Cymru) 2014 roi hysbysiad ar adeg pan—
- (a) nad yw'r landlord yn drwyddedig o dan y Rhan honno ar gyfer yr ardal y mae'r annedd wedi ei lleoli ynddi (o fewn ystyr Rhan 1 o'r Ddeddf honno), a
  - (b) nad yw'r landlord wedi penodi person sydd yn drwyddedig o dan y Rhan honno i ymgymryd â'r holl waith rheoli eiddo (o fewn ystyr adran 12 o'r Ddeddf honno) mewn perthynas â'r annedd ar ran y landlord.
- (2) Ond os yw buddiant y landlord wedi ei drosglwyddo, nid yw isbaragraff (1) yn gymwys am y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod pan fo'r buddiant wedi ei drosglwyddo i'r landlord.'



**Julie James** 16

Schedule 3, page 17, leave out lines 22 to 24.

Atodlen 3, tudalen 17, hepgorer llinellau 20 hyd at 22.

**Julie James** 17

Schedule 4, page 20, leave out lines 23 to 25.

Atodlen 4, tudalen 20, hepgorer llinellau 21 hyd at 23.

**Julie James** 18

Schedule 5, page 23, after line 15, insert –

*‘Editorial changes to written statement*

[ ] In section 33 (editorial changes to written statement), in subsection (2) omit the words from “; for example” to the end.’.

Atodlen 5, tudalen 23, ar ôl llinell 15, mewnosoder –

*‘Newidiadau golygyddol i ddatganiad ysgrifenedig*

[ ] Yn adran 33 (newidiadau golygyddol i ddatganiad ysgrifenedig), yn is-adran (2) hepgorer y geiriau o “; er enghraifft” hyd at y diwedd.’.

**Julie James** 19

Schedule 5, page 24, after line 22, insert –

*‘Removal of references to accommodation for displaced persons*

[ ] (1) In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), omit paragraph 5.

(2) In Schedule 9 (standard contracts to which limits in sections 175, 186(2) and 196 do not apply), omit paragraph 5.’.

Atodlen 5, tudalen 24, ar ôl llinell 26, mewnosoder –

*‘Dileu cyfeiriadau at lety ar gyfer personau sydd wedi eu dadleoli*

[ ] (1) Yn Atodlen 3 (contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol), hepgorer paragraff 5.

(2) Yn Atodlen 9 (contractau safonol nad yw’r cyfyngiadau yn adrannau 175, 186(2) a 196 yn gymwys iddynt), hepgorer paragraff 5.’.



**Julie James** 20

Schedule 5, page 24, after line 22, insert –

*‘Amendment to Schedule 3: student accommodation*

[ ] In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), in paragraph 10(1), for “for the purpose of enabling” substitute “for the sole purpose of enabling”.

Atodlen 5, tudalen 24, ar ôl llinell 26, mewnosoder –

*‘Diwygiad i Atodlen 3: llety myfyrwyr*

[ ] Yn Atodlen 3 (contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol), ym mharagraff 10(1), ar ôl “addysgol” mewnosoder “yn unig”.

**Julie James** 21

Schedule 6, page 25, after line 11, insert –

[ ] In section 22 (powers in relation to fundamental provisions), omit subsection (3).

Atodlen 6, tudalen 25, ar ôl llinell 10, mewnosoder –

[ ] Yn adran 22 (pwerau o ran darpariaethau sylfaenol), hepgorer is-adran (3).

**Julie James** 22

Schedule 6, page 25, line 18, leave out ‘complied with’ and insert ‘provided a written statement of the contract under’.

Atodlen 6, tudalen 25, llinell 18, hepgorer ‘cydymffurfio ag’ a mewnosoder ‘darparu datganiad ysgrifenedig o’r contract o dan’.

**Julie James** 23

Schedule 6, page 27, line 16, leave out “four”, substitute “six” and insert “during first four months” substitute “until after the first six months”.

Atodlen 6, tudalen 27, llinell 17, hepgorer “pedwar” rhodder “chwe” a mewnosoder “yn ystod pedwar mis cyntaf” rhodder “tan ar ôl chwe mis cyntaf”.



**Julie James** 24

Schedule 6, page 27, line 18, leave out “four”, substitute “18” and insert “during first four months” substitute “until after the first 18 months”.

Atodlen 6, tudalen 27, llinell 19, hepgorer “pedwar”, rhodder “18” a mewnosoder “yn ystod pedwar mis cyntaf” rhodder “tan ar ôl 18 mis cyntaf”.

**Julie James** 25

Schedule 6, page 27, line 27, after ‘(regulations)’, insert –

- ‘(a) in subsection (2) for “an enactment other than a provision of this Act” substitute “any enactment (including a provision of this Act)”.’.

Atodlen 6, tudalen 27, llinell 28, ar ôl ‘(rheoliadau)’, mewnosoder –

- ‘(a) yn is-adran (2) yn lle “i ddeddfiad, ac eithrio darpariaeth yn y Ddeddf hon, a gwneud addasiadau, diddymiadau a dirymiadau i unrhyw ddeddfiad heblaw am ddarpariaeth yn y Ddeddf hon” rhodder “, addasiadau, diddymiadau a dirymiadau i unrhyw ddeddfiad (gan gynnwys darpariaeth yn y Ddeddf hon)”.’.

**\* Julie James** 26

Schedule 6, page 28, after line 34, insert –

- ‘[ ] In Schedule 4 (introductory standard contracts), in paragraph 3, in sub-paragraph (7) omit the words from “; the power under section 256(2)” to the end.’.

Atodlen 6, tudalen 28, ar ôl llinell 37, mewnosoder –

- ‘[ ] Yn Atodlen 4 (contractau safonol rhagarweiniol), ym mharagraff 3, yn is-baragraff (7) hepgorer y geiriau o “; mae’r pŵer o dan adran 256(2)” hyd at y diwedd.’.

**Julie James** 27

Schedule 6, page 28, line 35, leave out paragraph 23 and insert –

- ‘[ ] (1) Schedule 7 (prohibited conduct standard contracts) is amended as follows.  
(2) In paragraph 2, in sub-paragraph (8) for “during first four months” substitute “until after the first six months”.  
(3) In paragraph 4, in sub-paragraph (7) omit the words from “; the power under section 256(2)” to the end.’.

Atodlen 6, tudalen 28, llinell 38, hepgorer paragraff 23 a mewnosoder –

- ‘[ ] (1) Mae Atodlen 7 (contractau safonol ymddygiad gwaharddedig) wedi ei diwygio fel a ganlyn.



- (2) Ym mharagraff 2, yn is-baragraff (8) yn lle “yn ystod pedwar mis cyntaf” rhodder “tan ar ôl chwe mis cyntaf”.
- (3) Ym mharagraff 4, yn is-baragraff (7) hepgorer y geiriau o “; mae’r pŵer o dan adran 256(2)” hyd at y diwedd.’.

**Julie James**

28

Schedule 6, page 29, after line 10, insert –

- ‘() In paragraph 11 (written statement of converted contract), after sub-paragraph (1) insert –

“(1A) Section 31(2) (provision of written statement to new contract-holder) does not apply in relation to a converted contract during the information provision period.”

- ( ) After paragraph 12 (provision of information) insert –

“12A(1) Schedule 9A (restrictions on giving notice under section 173, under section 186, and under a landlord’s break clause) applies in relation to a converted contract as if –

- (a) paragraph 1 were omitted, and
- (b) for paragraph 2 there were substituted –

*“Failure to provide written statement within the specified period*

2 If –

- (a) a landlord is required to provide a written statement of the contract under paragraph 11(1) of Schedule 12, or under section 31(2) (where it is not disapplied by paragraph 11(1A) of that Schedule), and
- (b) the landlord has failed to comply with paragraph 11(1) or section 31(2),

the landlord may not give notice before the end of the period of six months starting with the day on which the landlord gave the written statement to the contract-holder.”””.

Atodlen 6, tudalen 29, ar ôl llinell 12, mewnosoder –

- ‘() Ym mharagraff 11 (datganiad ysgrifenedig o gontract wedi ei drosi), ar ôl is-baragraff (1) mewnosoder –

“(1A) Nid yw adran 31(2) (rhoi datganiad ysgrifenedig i ddeiliad contract newydd) yn gymwys mewn perthynas â chontract wedi ei drosi yn ystod y cyfnod darparu gwybodaeth.”

- ( ) Ar ôl paragraff 12 (darparu gwybodaeth) mewnosoder –

“12A(1) Mae Atodlen 9A (cyfyngiadau ar roi hysbysiad o dan adran 173, o dan



adran 186, ac o dan gymal terfynu'r landlord) yn gymwys mewn perthynas â chontract wedi ei drosi fel pe bai –

- (a) paragraff 1 wedi ei hepgor, a
- (b) y canlynol wedi ei roi yn lle paragraff 2 –

*“Methu â ddarparu datganiad ysgrifenedig o fewn y cyfnod penodedig*

2 Os –

- (a) yw'n ofynnol i landlord ddarparu datganiad ysgrifenedig o'r contract o dan baragraff 11(1) o Atodlen 12, neu o dan adran 31(2) (pan na fo wedi ei ddatgymhwyso gan baragraff 11(1A) o'r Atodlen honno), a
- (b) yw'r landlord wedi methu â chydymffurfio â pharagraff 11(1) neu adran 31(2),

ni chaiff y landlord roi hysbysiad cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad y contract.””””.

**Julie James**

**29**

Schedule 6, page 29, line 16, leave out 'in' at the second place where it appears and insert 'until after'.

Atodlen 6, tudalen 29, llinell 20, hepgorer 'yn ystod' a mewnosoder 'tan ar ôl'.

**Julie James**

**30**

Schedule 6, page 29, line 29, leave out 'in' at the second place where it appears and insert 'until after'.

Atodlen 6, tudalen 29, llinell 33, hepgorer 'yn ystod' a mewnosoder 'tan ar ôl'.

**Julie James**

**31**

Schedule 6, page 31, line 29, leave out 'in' at the second place where it appears and insert 'until after'.

Atodlen 6, tudalen 31, llinell 35, hepgorer 'yn ystod' a mewnosoder 'tan ar ôl'.

