

# RHESTR O WELLIANNAU WEDI'U DIDOLI MARSHALLED LIST OF AMENDMENTS

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

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.

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.

Caiff y Bil ei ystyried yn y drefn a ganlyn—

The Bill will be considered in the following order—

Sections 1 - 3	Adrannau 1 - 3
Schedule 1	Atodlen 1
Sections 4 - 6	Adrannau 4 - 6
Schedule 2	Atodlen 2
Sections 7 - 10	Adrannau 7 - 10
Schedule 3	Atodlen 3
Section 11	Adran 11
Schedule 4	Atodlen 4
Sections 12 - 14	Adrannau 12 - 14
Schedule 5	Atodlen 5
Sections 15 - 16	Adrannau 15 - 16
Schedule 6	Atodlen 6
Sections 17- 18	Adrannau 17 - 18
Long title	Teitl hir



**Delyth Jewell**

**32**

Page 1, after line 5, insert a new section –

*‘Repossession grounds*

**[ ] Landlord’s notice under periodic standard contracts: repossession grounds**

- (1) The Renting Homes (Wales) Act 2016 is amended as follows.
- (2) After section 180, insert –

**“180A Landlord’s notice on repossession grounds**

- (1) The landlord under a periodic standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by this amendment*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder’s Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds in Part 1 of Schedule [*Schedule to be inserted by this amendment*] are made out.
- (4) Section 210A provides that the court may not make an order for possession of the dwelling on any of the grounds in Part 2 of Schedule [*Schedule to be inserted by this amendment*] unless it considers it reasonable to do so.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**180B Restriction on section 180A**

- (1) Before making a possession claim on the ground in section 180A, the landlord must give the contract-holder a possession notice specifying that ground.
  - (2) The landlord may not make the claim before the end of the period of 12 months starting with the day on which the landlord gives the contract-holder the possession notice.
  - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which do not incorporate section 180A as a term of the contract.”
- (3) In section 204 (possession claims), in subsection (1)(a) after sub-paragraph (vii) insert –

“( ) section 180B (restriction on making possession claim on repossession grounds)”.
  - (4) In section 205 (orders for possession), in subsection (1) after paragraph (e) insert –

“( ) section 180A (repossession grounds)”.



(5) After section 210, insert –

**“210A Discretionary repossession grounds**

- (1) This section applies if the landlord under a periodic standard contract makes a possession claim under section 180A on one or more of the repossession grounds in Part 2 of Schedule [*Schedule to be inserted by this amendment*].
- (2) The court may not make an order for possession on that ground (or those grounds) unless it considers it reasonable to do so.”

(6) After section 216, insert –

**“216A Absolute repossession grounds**

- (1) This section applies if the landlord under a standard contract makes a possession claim under section 180A on one or more of the repossession grounds in Part 1 of Schedule [*Schedule to be inserted by this amendment*].
- (2) If the court is satisfied that one or more of the grounds are made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).”

(7) After Schedule 8 of the 2016 Act insert –

“SCHEDULE [8ZA]  
(to be introduced by Section 180A)

REPOSSESSION GROUNDS

PART 1

ABSOLUTE GROUNDS

*Ground A (mortgagee in possession)*

- 1 A mortgagee requires possession of the dwelling in order to sell the dwelling.

*Ground B (disruptive works)*

- 2 The landlord intends to carry out significantly disruptive works to, or in relation to, the dwelling.

*Ground C (landlord intends to live in the dwelling)*

- 3 The landlord intends to live in the dwelling.



*Ground D (purposes other than housing)*

- 4 The landlord intends to use the dwelling for a purpose other than housing.

*Ground E (religious purposes)*

- 5 The dwelling is required for use in connection with the purposes of a religion.

PART 2

DISCRETIONARY GROUNDS

*Ground F (intention to sell the dwelling)*

- 6 The landlord intends to sell the dwelling.

*Ground G (family member intends to live in the dwelling)*

- 7 A member of the landlord's family intends to live in the dwelling.

*Ground H (contract-holder no longer a qualifying employee)*

- 8 The contract was entered into to provide an employee with a home and the contract-holder is not a qualifying employee.

*Ground I (Community Care)*

- 9 The contract was entered into on account of the contract-holder having an assessed need for community care and the contract-holder has since been assessed as no longer having that need.

*Ground J (houses in multiple occupation)*

- 10 The dwelling or associated living accommodation is in multiple occupation and is overcrowded.

PART 3

POWER TO AMEND SCHEDULE

- 11 The Welsh Ministers may by regulations amend this Schedule.”.

Tudalen 1, ar ôl llinell 5, mewnosoder adran newydd –

*‘Seiliau adfeddiannu*

[ ] **Hysbysiad y landlord o dan gontractau safonol cyfnodol: seiliau adfeddiannu**

- (1) Mae Deddf Rhenti Cartrefi (Cymru) 2016 wedi ei diwygio fel a ganlyn.  
(2) Ar ôl adran 180, mewnosoder –



**“180A Hysbysiad y landlord ar seiliau adfeddiannu**

- (1) Caiff y landlord o dan gontract safonol cyfnodol wneud hawliad meddiant ar un neu ragor o'r seiliau adfeddiannu.
- (2) Mae'r seiliau adfeddiannu wedi eu pennu yn Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn].
- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod un neu ragor o'r seiliau adfeddiannu yn Rhan 1 o Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn] wedi ei phrofi neu eu profi.
- (4) Mae adran 210A yn darparu na chaiff y llys wneud gorchymyn adennill meddiant o'r annedd ar unrhyw un neu ragor o'r seiliau yn Rhan 2 o Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn] oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

**180B Cyfyngiad ar adran 180A**

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 180A, rhaid i'r landlord roi hysbysiad meddiant i ddeiliad y contract yn nodi'r sail honno.
  - (2) Ni chaiff y landlord wneud yr hawliad cyn diwedd y cyfnod o 12 mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
  - (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol, ac eithrio contractau safonol cyfnodol nad ydynt yn ymgorffori adran 180A fel un o delerau'r contract.”
- (3) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a) ar ôl is-baragraff (vii) mewnosoder –
- “( ) adran 180B (cyfyngiad ar wneud hawliad meddiant ar seiliau adfeddiannu)”.
- (4) Yn adran 205 (gorchymynion adennill meddiant), yn is-adran (1) ar ôl paragraff (e) mewnosoder –
- “( ) adran 180A (hysbysiad y landlord ar seiliau adfeddiannu)”.
- (5) Ar ôl adran 210, mewnosoder –

**“210A Seiliau adfeddiannu yn ôl disgrisiwn**

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol cyfnodol yn gwneud hawliad meddiant o dan adran 180A ar un neu ragor o'r seiliau adfeddiannu yn Rhan 2 o Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn].



- (2) Ni chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno (neu'r seiliau hynny) oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny."

(6) Ar ôl adran 216, mewnosoder –

**"216A Seiliau adfeddiannu absoliwt**

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant o dan adran 180A ar un neu ragor o'r seiliau adfeddiannu yn Rhan 1 o Atodlen [*yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn*].
- (2) Os yw'r llys yn fodlon bod un neu ragor o'r seiliau wedi ei phrofi neu eu profi rhaid iddo wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract)."

(7) Ar ôl Atodlen 8 i Ddeddf 2016 mewnosoder –

**"ATODLEN [8ZA]**  
*(a gyflwynir gan Adran 180A)*

**SEILIAU ADFEDDIANNU**

**RHAN 1**

**SEILIAU ABSOLIWT**

*Sail A (morgeisai mewn meddiant)*

- 1 Mae morgeisai angen meddiant o annedd er mwyn gwerthu'r annedd.

*Sail B (gwaith sy'n tarfu)*

- 2 Mae'r landlord yn bwriadu cynnal gwaith ar yr annedd neu mewn perthynas â'r annedd a fydd yn tarfu'n sylweddol.

*Sail C (y landlord yn bwriadu byw yn yr annedd)*

- 3 Mae'r landlord yn bwriadu byw yn yr annedd.

*Sail D (dibenion heblaw tai)*

- 4 Mae'r landlord yn bwriadu defnyddio'r annedd at ddiben heblaw tai.

*Sail E (dibenion crefyddol)*

- 5 Mae angen defnyddio'r annedd mewn cysylltiad â dibenion crefyddol.



RHAN 2

SEILIAU YN ÔL DISGRESIWN

*Sail F (bwriad i werthu'r annedd)*

6 Mae'r landlord yn bwriadu gwerthu'r annedd.

*Sail G (aelod o'r teulu yn bwriadu byw yn yr annedd)*

7 Mae aelod o deulu'r landlord yn bwriadu byw yn yr annedd.

*Sail H (nid yw deiliad y contract bellach yn gyflogai cymwys)*

8 Ymrwymwyd i'r contract er mwyn darparu cartref i gyflogai ac nid yw deiliad y contract yn gyflogai cymwys.

*Sail I (Gofal Cymunedol)*

9 Ymrwymwyd i'r contract oherwydd bod gan ddeiliad y contract angen asesedig am ofal cymunedol ac ers hynny aseswyd nad oes gan ddeiliaid y contract yr angen hwnnw bellach.

*Sail J (tai amlfeddiannaeth)*

10 Mae'r annedd neu'r llety cysylltiedig yn annedd neu'n llety amlfeddiannaeth ac yn orlawn.

RHAN 3

PŴER I DDIWYGIO ATOLEN

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

**Delyth Jewell**

**33**

Page 1, line 7, leave out section 1 and insert –

**‘[] Landlord’s notice under periodic standard contract restricted to certain contracts**

- (1) The Renting Homes (Wales) Act 2016 is amended as follows.
- (2) In section 173 (landlord’s notice), in subsection (1) after “periodic standard contract” insert “which is within Schedule 8A”.
- (3) Omit section 175.’.

Tudalen 1, llinell 7, hepgorer adran 1 a mewnosoder –



**[ ] Hysbysiad y landlord o dan gontract safonol cyfnodol wedi ei gyfyngu i gontractau penodol**

- (1) Mae Deddf Rhenti Cartrefi (Cymru) 2016 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 173 (hysbysiad y landlord), yn is-adran (1) ar ôl “gontract safonol cyfnodol” mewnosoder “sydd o fewn Atodlen 8A”.
- (3) Hefgorer adran 175.’.

**Delyth Jewell 34**

Section 1, page 1, line 10, leave out ‘six’ and insert ‘12’.

Adran 1, tudalen 1, llinell 12, hepgorer ‘chwe’ a mewnosoder ‘12’.

**Delyth Jewell 35**

Section 1, page 1, line 10, leave out ‘six’ and insert ‘24’.

Adran 1, tudalen 1, llinell 12, hepgorer ‘chwe’ a mewnosoder ‘24’.

**Delyth Jewell 36**

Section 1, page 1, line 10, leave out ‘six’ and insert ‘36’.

Adran 1, tudalen 1, llinell 12, hepgorer ‘chwe’ a mewnosoder ‘36’.

**Delyth Jewell 37**

Section 1, page 1, line 10, leave out ‘six months’ and insert ‘four years’.

Adran 1, tudalen 1, llinell 12, hepgorer ‘chwe mis’ a mewnosoder ‘phedair blynedd’.

**Delyth Jewell 38**

Section 1, page 1, line 10, leave out ‘six months’ and insert ‘five years’.

Adran 1, tudalen 1, llinell 12, hepgorer ‘chwe mis’ a mewnosoder ‘phum mlynedd’.

**Delyth Jewell 39**

Section 1, page 1, line 10, leave out ‘six months’ and insert ‘ten years’.

Adran 1, tudalen 1, llinell 12, hepgorer ‘chwe mis’ a mewnosoder ‘deng mlynedd’.





- Delyth Jewell** 40  
Section 2, page 2, line 2, leave out 'six' and insert '12'.  
Adran 2, tudalen 2, llinell 2, hepgorer 'chwe' a mewnosoder '12'.
- Delyth Jewell** 41  
Section 2, page 2, line 2, leave out 'six' and insert '24'.  
Adran 2, tudalen 2, llinell 2, hepgorer 'chwe' a mewnosoder '24'.
- Delyth Jewell** 42  
Section 2, page 2, line 2, leave out 'six' and insert '36'.  
Adran 2, tudalen 2, llinell 2, hepgorer 'chwe' a mewnosoder '36'.
- Delyth Jewell** 43  
Section 2, page 2, line 2, leave out 'six months' and insert 'four years'.  
Adran 2, tudalen 2, llinell 2, hepgorer 'chwe mis' a mewnosoder 'phedair blynedd'.
- Delyth Jewell** 44  
Section 2, page 2, line 2, leave out 'six months' and insert 'five years'.  
Adran 2, tudalen 2, llinell 2, hepgorer 'chwe mis' a mewnosoder 'phum mlynedd'.
- Delyth Jewell** 45  
Section 2, page 2, line 2, leave out 'six months' and insert 'ten years'.  
Adran 2, tudalen 2, llinell 2, hepgorer 'chwe mis' a mewnosoder 'deng mlynedd'.
- 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.

**Laura Anne Jones**

53

Schedule 1, page 11, after line 9, insert—

*'Properties owned by armed forces personnel*

- [ ] A standard contract where—
- (a) the landlord is a member of the armed forces,
  - (b) the landlord has received notice to leave service accommodation, and
  - (c) the landlord intends to occupy the dwelling as their main home.'

Atodlen 1, tudalen 11, ar ôl llinell 9, mewnosoder—

*'Eiddo y mae personél y lluoedd arfog yn berchen arno*

- [ ] Contract safonol—
- (a) pan fo'r landlord yn aelod o'r lluoedd arfog,
  - (b) pan fo'r landlord wedi derbyn hysbysiad i adael llety'r lluoedd arfog, ac
  - (c) pan fo'r landlord yn bwriadu meddiannu'r annedd fel ei brif gartref.'

**Laura Anne Jones**

54

Schedule 1, page 12, after line 27, insert—

*'Accommodation held for the purpose of being available for occupation by a minister of religion*

- [ ] A standard contract where—
- (a) the dwelling is owned by a religious body, and
  - (b) the dwelling is held for the purposes of being available as a



residence to be occupied by a minister of religion or by a religious worker for the better performance of their religious duties.’.

Atodlen 1, tudalen 12, ar ôl llinell 27, mewnosoder –

*‘Llety a ddelir er mwyn iddo fod ar gael i’w feddiannu gan weinidog crefydd*

[ ] Contract safonol –

(a) pan fo’r annedd yn eiddo i gorff crefyddol, a

(b) pan fo’r annedd yn cael ei dal er mwyn iddi fod ar gael fel preswylfa i’w meddiannu gan weinidog crefydd neu gan weithiwr crefyddol er mwyn iddo gyflawni ei ddyletswyddau crefyddol yn well.’.

**Delyth Jewell**

**46**

Page 2, line 26, leave out section 4.

Tudalen 2, llinell 26, hepgorer adran 4.

**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**

**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, llinell 35, 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.'

**Laura Anne Jones**

47

Section 8, page 5, line 14, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the section 173 notice is withdrawn'.

Adran 8, tudalen 5, llinell 15, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad adran 173 wedi ei dynnu'n ôl'.

**Laura Anne Jones**

48

Section 8, page 5, line 18, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the section 173 notice is withdrawn'.

Adran 8, tudalen 5, llinell 19, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad adran 173 wedi ei dynnu'n ôl'.

**Laura Anne Jones**

49

Section 8, page 5, line 26, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the notice under the landlord's break clause is withdrawn'.

Adran 8, tudalen 5, llinell 27, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad o dan gymal terfynu'r landlord wedi ei dynnu'n ôl'.

**Laura Anne Jones**

50

Section 8, page 5, line 30, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the notice under the landlord's break clause is withdrawn'.

Adran 8, tudalen 5, llinell 31, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad o dan gymal terfynu'r landlord wedi ei dynnu'n ôl'.



**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.

**Laura Anne Jones** 51

Page 7, after line 31, insert a new section –

*'Mandatory grounds for possession*

[ ] **Standard contracts: mandatory grounds for repossession**

- (1) The 2016 Act is amended as follows.
- (2) After section 182 insert –

**"182A Periodic standard contracts: mandatory repossession grounds**

- (1) The landlord under a periodic standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by this amendment.*]
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds are made out.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**182B Restrictions on section 182A**

- (1) Before making a possession claim on the ground in section 182A the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim –
  - (a) where the notice specifies Ground A or Ground B in Schedule [*Schedule to be inserted by this amendment*], and no other Ground, before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice;



- (b) where the notice specifies Ground C or Ground D of Schedule [*Schedule to be inserted by this amendment*], before the end of the period of 1 month starting with the day on which the landlord gives the contract-holder the possession notice.
  - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts."
- (3) After section 188 of the 2016 Act insert –

**"188A Fixed term standard contracts: mandatory repossession grounds**

- (1) The landlord under a fixed term standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by this amendment*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds are made out.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

**188B Restrictions on section 188A**

- (1) Before making a possession claim on the ground in section 188A the landlord must give the contract-holder a possession notice specifying that ground.
  - (2) The landlord may not make the claim –
    - (a) where the notice specifies Ground A or Ground B in Schedule [*Schedule to be inserted by this amendment*], and no other Ground, before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice;
    - (b) where the notice specifies Ground C or Ground D of Schedule [*Schedule to be inserted by this amendment*], before the end of the period of 1 month starting with the day on which the landlord gives the contract-holder the possession notice.
  - (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts."
- (4) In section 204 (possession claims), in subsection (1)(a) –
- (a) after sub-paragraph (viii) insert –
    - "( ) section 182B (restriction on making a possession claim under a periodic standard contract on repossession grounds),";
  - (b) after sub-paragraph (x) insert –





- “( ) section 188B (restriction on making a possession claim under a fixed term standard contract on repossession grounds),”.
- (5) In section 205 (orders for possession) in subsection (1) –
- (a) after paragraph (f) insert –
- “( ) section 182A (repossession grounds: periodic standard contracts),”;
- (b) after paragraph (h) insert –
- “( ) section 188A (repossession grounds: fixed term standard contracts),”.
- (6) After section 216 of the 2016 Act insert –

**“216A Repossession grounds**

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 182A or 188A (repossession claims).
- (2) If the court is satisfied that one or more of the repossession grounds are made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).”
- (7) After Schedule 8 of the 2016 Act insert –

**“SCHEDULE 8ZA**  
*(to be introduced by Section 182A)*

REPOSSESSION GROUNDS

*Ground A (intention to sell)*

- 1 The landlord intends to sell the dwelling.

*Ground B (intention to live in the dwelling)*

- 2 (1) The landlord intends to live in the dwelling.
- (2) A member of the landlord’s family (within the meaning of section 250) intends to live in the dwelling as his or her main home for at least 3 months.

*Ground C (Anti-social behaviour and prohibited conduct)*

- 3 The contract holder has engaged or threatened to engage in conduct of the kind specified in subsections (1) to (5) of section 55 (anti social behaviour).



*Ground D (domestic abuse)*

4 The contract holder has been convicted of a domestic abuse offence.

*Meaning of domestic abuse offence*

- 5 (1) For the purposes of this Schedule, a domestic abuse offence means—
- (a) an offence consisting of physical, sexual, psychological, emotional or financial abuse, and
  - (b) the victim of the offence is, or has been, in a qualifying relationship with the contract holder.
- (2) Two people are in a qualifying relationship if they are—
- (a) married to each other,
  - (b) in a civil partnership with each other, or
  - (c) living together as though they were married.”

Tudalen 7, ar ôl llinell 34, mewnosoder adran newydd —

*‘Seiliau meddiant gorfodol*

**[ ] Contractau safonol: seiliau adfeddiannu gorfodol**

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Ar ôl adran 182 mewnosoder —

**“182A Contractau safonol cyfnodol: seiliau adfeddiannu gorfodol**

- (1) Caiff landlord o dan gontract safonol cyfnodol wneud hawliad meddiant ar un neu ragor o’r seiliau adfeddiannu.
- (2) Mae’r seiliau adfeddiannu wedi’u nodi yn Atodlen [*yr Atodlen sy’n cael ei mewnosod gan y gwelliant hwn*].
- (3) Mae adran 216A yn darparu bod yn rhaid i’r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o’r annedd os yw’n fodlon bod un neu ragor o’r seiliau adfeddiannu wedi ei phrofi neu eu profi.
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

**182B Cyfyngiadau ar adran 182A**

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 182A, rhaid i’r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy’n pennu’r sail honno.
- (2) Ni chaiff y landlord wneud yr hawliad —



- (a) pan fo'r hysbysiad yn pennu Sail A neu Sail B yn Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn], ac nid yw'n pennu Sail arall, cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract;
  - (b) pan fo'r hysbysiad yn pennu Sail C neu Sail D o Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn], cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol."
- (3) Ar ôl adran 188 o Ddeddf 2016 mewnosoder –

**"188A Contractau safonol cyfnod penodol: seiliau adfeddiannu gorfodol**

- (1) Caiff landlord o dan gontract safonol cyfnod penodol wneud hawliad meddiant ar un neu ragor o'r seiliau adfeddiannu.
- (2) Mae'r seiliau adfeddiannu wedi'u nodi yn Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn].
- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod un neu ragor o'r seiliau adfeddiannu wedi ei phrofi neu eu profi.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

**188B Cyfyngiadau ar adran 188A**

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 188A, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
  - (2) Ni chaiff y landlord wneud yr hawliad meddiant –
    - (a) pan fo'r hysbysiad yn pennu Sail A neu Sail B yn Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn], ac nidyw'n pennu Sail arall, cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract;
    - (b) pan fo'r hysbysiad yn pennu Sail C neu Sail D o Atodlen [yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn], cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
  - (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol."
- (4) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a) –
- (a) ar ôl is-baragraff (viii) mewnosoder –



- “( ) adran 182B (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnodol ar seiliau adfeddiannu),”;
- (b) ar ôl is-baragraff (x) mewnosoder –
- “( ) adran 188B (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnod penodol ar seiliau adfeddiannu),”.
- (5) Yn adran 205 (gorchmynion adennill meddiant) yn is-adran (1) –
- (a) ar ôl paragraff (f) mewnosoder –
- “( ) adran 182A (seiliau adfeddiannu: contractau safonol cyfnodol),”;
- (b) ar ôl paragraff (h) mewnosoder –
- “( ) adran 188A (seiliau adfeddiannu: contractau safonol cyfnod penodol),”.
- (6) Ar ôl adran 216 o Ddeddf 2016 mewnosoder –

**“216A Seiliau adfeddiannu**

- (1) Mae’r adran hon yn gymwys os yw’r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran 182A neu 188A (hawliadau adfeddiannu).
- (2) Os yw’r llys yn fodlon bod un neu ragor o’r seiliau adfeddiannu wedi ei phrofi neu eu profi rhaid iddo wneud gorchymyn adennill meddiant o’r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).”
- (7) Ar ôl Atodlen 8 o Ddeddf 2016 mewnosoder –

**“ATODLEN 8ZA**  
*(a gyflwynir gan adran 182A)*

**SEILIAU ADFEDDIANNU**

*Sail A (bwriad i werthu)*

- 1 Mae’r landlord yn bwriadu gwerthu’r annedd.

*Sail B (bwriad i fyw yn yr annedd)*

- 2 (1) Mae’r landlord yn bwriadu byw yn yr annedd.
- (2) Mae aelod o deulu’r landlord (o fewn ystyr adran 250) yn bwriadu byw yn yr annedd fel ei brif gartref am o leiaf dri mis.



*Sail C (Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig)*

- 3 Mae deiliad y contract wedi cymryd rhan neu wedi bygwth cymryd rhan mewn gweithgarwch o'r math a bennir yn is-adrannau (1) i (5) o adran 55 (ymddygiad gwrthgymdeithasol).

*Sail D (cam-drin domestig)*

- 4 Mae deiliad y contract wedi'i euogfarnu o drosedd cam-drin domestig.

*Ystyr trosedd cam-drin domestig*

- 5 (1) At ddibenion yr Atodlen hon, ystyr cam-drin domestig yw –
- (a) trosedd sy'n cynnwys camdriniaeth gorfforol, camdriniaeth rywiol, camdriniaeth seicolegol, camdriniaeth emosiynol neu gamdriniaeth ariannol, a
  - (b) bod dioddefwr y drosedd mewn perthynas gymhwysol â deiliad y contract neu wedi bod mewn perthynas gymhwysol â deiliad y contract.
- (2) Mae dau berson mewn perthynas gymhwysol –
- (a) os ydynt yn briod â'i gilydd,
  - (b) os ydynt yn bartneriaid sifil i'w gilydd, neu
  - (c) os ydynt yn byw gyda'i gilydd fel be baent wedi priodi."".

**Laura Anne Jones**

52

Page 7, after line 31, insert a new section –

*'Mandatory repossession grounds: mortgagees*

**[ ] Mandatory repossession ground for mortgagees**

- (1) The 2016 Act is amended as follows.
- (2) After section 182B insert –

**"182C Periodic standard contracts: mandatory repossession ground for mortgagees**

- (1) If the repossession ground for mortgagees is met, the landlord under a periodic standard contract may make a possession claim.
- (2) The repossession ground for mortgagees is met if –
  - (a) the mortgagee is entitled to exercise a power of sale conferred by the mortgage or by section 101 of the Law of Property Act 1925, and



- (b) the mortgagee requires possession of the dwelling for the purpose of disposing of it with vacant possession in exercise of that power.
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the repossession ground for mortgagees is met.
- (4) In this section "mortgage" includes a charge and "mortgagee" is to be read accordingly.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**182D Restrictions on section 182C**

- (1) Before making a possession claim on the ground in section 182C the landlord must give the contract-holder a possession notice specifying that ground.
  - (2) The landlord may not make the claim before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice.
  - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts."
- (3) After section 188B of the 2016 Act insert –

**"188C Fixed term standard contracts: mandatory repossession ground for mortgagees**

- (1) If the repossession ground for mortgagees is met, the landlord under a fixed term standard contract may make a possession claim.
- (2) The repossession ground for mortgagees is met if –
  - (a) the mortgagee is entitled to exercise a power of sale conferred by the mortgage or by section 101 of the Law of Property Act 1925, and
  - (b) the mortgagee requires possession of the dwelling for the purpose of disposing of it with vacant possession in exercise of that power.
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the repossession ground for mortgagees is met.
- (4) In this section "mortgage" includes a charge and "mortgagee" is to be read accordingly.
- (5) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.



**188D Restrictions on section 188C**

- (1) Before making a possession claim on the ground in section 188C the landlord must give the contract-holder a possession notice specifying that ground.
  - (2) The landlord may not make the claim before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice.
  - (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.”
- (4) In section 204 (possession claims), in subsection (1)(a) –
- (a) after sub-paragraph (viii) insert –  
“() section 182D (restriction on making a possession claim under a periodic standard contract: repossession ground for mortgagee in possession),”;
  - (b) after sub-paragraph (x) insert –  
“() section 188D (restriction on making a possession claim under a fixed term standard contract: repossession ground for mortgagee in possession),”.
- (5) In section 205 (orders for possession) in subsection (1) –
- (a) after paragraph (f) insert –  
“() section 182C (repossession ground for mortgagee in possession: periodic standard contracts,”,
  - (b) after paragraph (h) insert –  
“() section 188C (repossession ground for mortgagee in possession: fixed term standard contracts),”.
- (6) After section 216A of the 2016 Act insert –

**“216B Repossession ground for mortgagee in possession**

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 182C or 188C (mandatory repossession grounds for mortgagee in possession).
- (2) If the court is satisfied that the repossession ground for mortgagees is made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).”.

Tudalen 7, ar ôl llinell 34, mewnosoder adran newydd –

*‘Seiliau adfeddiannu gorfodol: morgeiseion*

**[ ] Sail adfeddiannu orfodol ar gyfer morgeiseion**

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.



(2) Ar ôl adran 182B mewnosoder –

**“182C Contractau safonol cyfnodol: sail adfeddiannu gorfodol ar gyfer morgeiseion**

- (1) Os bodlonir y sail adfeddiannu ar gyfer morgeiseion, caiff y landlord o dan contract safonol cyfnodol wneud hawliad meddiant.
- (2) Bodlonir y sail adfeddiannu ar gyfer morgeiseion –
  - (a) os oes gan y morgeisai hawl i arfer pŵer i werthu a roddwyd gan y morgais neu gan adran 101 o Ddeddf Cyfraith Eiddo 1925, a
  - (b) os yw'r morgeisai angen meddiant o'r annedd er mwyn ei werthu â meddiant gwag wrth arfer y pŵer hwnnw.
- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod y sail adfeddiannu ar gyfer morgeiseion wedi ei bodloni.
- (4) Yn yr adran hon, mae “morgais” yn cynnwys tâl ac mae “morgeisai” i'w ddarllen yn unol â hynny.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

**182D Cyfyngiadau ar adran 182C**

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 182C, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Ni chaiff y landlord wneud yr hawliad cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.”

(3) Ar ôl adran 188B o Ddeddf 2016 mewnosoder –

**“188C Contractau safonol cyfnod penodol: sail adfeddiannu orfodol ar gyfer morgeiseion**

- (1) Os bodlonir y sail adfeddiannu ar gyfer morgeiseion, caiff y landlord o dan contract safonol cyfnod penodol wneud hawliad meddiant.
- (2) Bodlonir y sail adfeddiannu ar gyfer morgeiseion –
  - (a) os oes gan y morgeisai hawl i arfer pŵer i werth a roddwyd gan y morgais neu gan adran 101 o Ddeddf Cyfraith Eiddo 1925, a
  - (b) os yw'r morgeisai angen meddiant o'r annedd er mwyn ei werthu â meddiant gwag wrth arfer y pŵer hwnnw.





- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod y sail adfeddiannu ar gyfer morgeiseion wedi ei bodloni.
- (4) Yn yr adran hon, mae "morgais" yn cynnwys tâl ac mae "morgeisai" i'w ddarllen yn unol â hynny.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

#### **188D Cyfyngiadau ar adran 188C**

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 188C, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract yn pennu'r sail honno.
  - (2) Ni chaiff y landlord wneud yr hawliad cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
  - (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol."
- (4) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a) –
- (a) ar ôl is-baragraff (viii) mewnosoder –  
“() adran 182D (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnodol: sail adfeddiannu ar gyfer morgeisai mewn meddiant),”;
  - (b) ar ôl is-baragraff (x) mewnosoder –  
“() adran 188D (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnod penodol: sail adfeddiannu ar gyfer morgeisai mewn meddiant),”.
- (5) Yn adran 205 (gorchymynion adennill meddiant) yn is-adran (1) –
- (a) ar ôl paragraff (f) mewnosoder –  
“() adran 182C (sail adfeddiannu ar gyfer morgeisai mewn meddiant: contractau safonol cyfnodol),”
  - (b) ar ôl paragraff (h) mewnosoder –  
“() adran 188C (sail adfeddiannu ar gyfer morgeisai mewn meddiant: contractau safonol cyfnod penodol),”.
- (6) Ar ôl adran 216A o Ddeddf 2016 mewnosoder –

#### **“216B Sail adfeddiannu ar gyfer morgeisai mewn meddiant**

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran 182C neu 188C (seiliau adfeddiannu gorfodol ar gyfer morgeisai mewn meddiant).



- (2) Os yw'r llys yn fodlon bod y sail adfeddiannu ar gyfer morgeiseion wedi ei phrofi rhaid iddo wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract)."

**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 contract 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**

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.’.



**Laura Anne Jones**

55

Schedule 5, page 23, after line 25, insert –

*'Minor amendments relating to withdrawal of notices*

- [ ] (1) In section 167 (termination of contract on contract-holder's notice), in subsection (3)(a) for "by further notice to the landlord" substitute "by giving the landlord a notice that the section 163 notice is withdrawn".
- (2) In section 172 (termination of contract on contract-holder's notice), in subsection (3)(a) for "by further notice to the landlord" substitute "by giving the landlord a notice that the section 168 notice is withdrawn".
- (3) In section 193 (termination of standard contract under contract-holder's break clause), in subsection (3)(a) for "by further notice to the landlord" substitute "by giving the landlord a notice that the notice under the contract-holder's break clause is withdrawn".'. .

Atodlen 5, tudalen 23, ar ôl llinell 25, mewnosoder –

*'Mân ddiwygiadau yn ymwneud â thynnu hysbysiadau yn ôl*

- [ ] (1) Yn adran 167 (terfynu contract yn dilyn hysbysiad deiliad y contract), yn is-adran (3)(a) yn lle "drwy roi hysbysiad pellach i'r landlord" rhodder "drwy roi hysbysiad i'r landlord fod yr hysbysiad adran 163 wedi ei dynnu'n ôl".
- (2) Yn adran 172 (terfynu contract yn dilyn hysbysiad deiliad y contract), yn is-adran (3)(a) yn lle "drwy roi hysbysiad pellach i'r landlord" rhodder "drwy roi hysbysiad i'r landlord fod yr hysbysiad adran 168 wedi ei dynnu'n ôl".
- (3) Yn adran 193 (terfynu contract o dan gymal terfynu deiliad y contract), yn is-adran (3)(a) yn lle "drwy roi hysbysiad pellach i'r landlord" rhodder "drwy roi hysbysiad i'r landlord fod yr hysbysiad o dan gymal terfynu deiliad y contract wedi ei dynnu'n ôl".'. .

**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”.

**Laura Anne Jones**

56

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

*'Properties occupied by ministers of religion for no monetary consideration not to be occupation contracts unless notice is given*

- [ ] In Schedule 2 (exceptions to section 7), in paragraph 3 (tenancies and licences within section 7 that are not occupation contracts unless notice is given) –
- (a) in sub-paragraph (2) –
    - (i) at the end of paragraph (c) remove “or”, and
    - (ii) after paragraph (d), insert –  
“, or
  - (e) which relates to a dwelling which –
    - (i) is owned by a religious body, and
    - (ii) is provided, for no monetary consideration, as a residence to be occupied by a minister of religion or by a religious worker for the better performance of their religious duties.”.

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

*'Eiddo a feddiennir gan weinidog crefydd am ddim cydnabyddiaeth ariannol i beidio â bod yn gontractau meddiannaeth oni roddir hysbysiad*

- [ ] Yn Atodlen 2 (eithriadau i adran 7), ym mharagraff 3 (tenantiaethau a thrwyddedau o fewn adran 7 nad ydynt yn gontractau meddiannaeth oni roddir hysbysiad) –
- (a) yn is-baragraff (2) –



- (i) ar ddiwedd paragraff (c) hepgorer “neu”, a
- (ii) ar ôl paragraff (d), mewnosoder –
  - “, neu
  - (e) sy’n ymwneud ag annedd –
    - (i) sy’n eiddo i gorff crefyddol, a
    - (ii) a ddarperir, am ddim cydnabyddiaeth ariannol, fel preswylfa i’w meddiannu gan weinidog crefydd neu gan weithiwr crefyddol er mwyn iddo gyflawni ei ddyletswyddau crefyddol yn well.”.

**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 –

'( ) 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 –

'( ) 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 darparu 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'.

**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*]'.

**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'.

Adran 17, tudalen 9, llinell 27, hepgorer 'adran 6(5) a pharagraff' a mewnosoder 'paragraff'.

