

RENTING HOMES (WALES) BILL – STAGE 2 GOVERNMENT AMENDMENTS

This table provides information about the amendments tabled in the name of Lesley Griffiths AM, Minister for Communities and Tackling Poverty, on 21 September 2015.

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
60	<p>Section 20, page 10, after line 12, insert—</p> <p>‘(m) paragraph [<i>the second paragraph inserted by amendment 78</i>] of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).’.</p>	<p>Adran 20, tudalen 10, llinell 13, mewnosoder—</p> <p>‘(m) paragraff [<i>yr ail baragraff a fewnosodir gan welliant 78</i>] o Atodlen 4 (amrywio contract diogel yr ymddrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol).’.</p>	<p>The purpose of this amendment is to dis-apply the ability to not incorporate, or to modify, the provisions relating to varying the terms of a secure contract set out in the written statement of an introductory standard contract.</p> <p>The effect of this amendment is to ensure the terms of the secure contract may only be varied in accordance with the provisions set out in the second paragraph of amendment 78 below.</p>
61	<p>Section 37, page 17, after line 14, insert—</p> <p>‘()</p> <p>But a written statement is not incorrect merely because it does not set out a term varied in accordance with the contract or by or as a result of an enactment if—</p> <p>(a) a written statement of the term varied was given in accordance with section 109, 128 or 136, or</p> <p>(b) notice of the variation was given in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6) (variation of secure contracts) or section 123, 124(2) to (4) or 126(1) to (3) (variation</p>	<p>Adran 37, tudalen 17, ar ôl llinell 15, mewnosoder—</p> <p>‘()</p> <p>Ond nid yw datganiad ysgrifenedig yn anghywir ond am nad yw’n nodi teler a amrywiwyd yn unol â’r contract neu drwy neu o ganlyniad i ddeddfiad, os rhoddwyd—</p> <p>(a) datganiad ysgrifenedig o’r teler a amrywiwyd yn unol ag adran 109, 128 neu 136, neu</p> <p>(b) hysbysiad o’r amrywiad yn unol ag adran 104, 105(2) i (4) neu 107(1)(b) a (2) i (6) (amrywio</p>	<p>The purpose of this amendment is to insert a new subsection into section 37 to clarify where a term of an occupation contract is varied by either a written statement or notice provided separately by the landlord, the written statement will not then be rendered incorrect. This reflects the fact that sections 109, 128 and 136 require a landlord either to provide a statement of the term or terms varied, or a new written statement of the occupation contract.</p> <p>The effect of this amendment is to clarify that, where notices of a variation have already been provided to the contract-holder, there is no requirement to then</p>

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	of periodic standard contracts).’.	contractau diogel) neu adran 123, 124(2) i (4) neu 126(1) i (3) (amrywio contractau safonol cyfnodol).’.	provide a further written statement of the variation.
62	Section 39, page 18, line 18, leave out ‘in the United Kingdom’.	Adran 39, tudalen 18, llinell 16, hepgorer ‘yn y Deyrnas Unedig’.	<p>The purpose of this amendment is to remove the requirement for a landlord to provide a contract-holder with an address within the UK.</p> <p>The effect of this amendment is to enable a landlord to provide the contract-holder with a contact address which may be inside or outside the UK.</p>
63	Section 39, page 18, line 22, after ‘identity’, insert ‘and of an address to which the contract-holder may send documents that are intended for the new landlord’.	Adran 39, tudalen 18, llinell 21, ar ôl ‘newid’, mewnosoder ‘a’i hysbysu o gyfeiriad y gall deiliad y contract anfon dogfennau a fwriedir ar gyfer y landlord newydd iddo’.	<p>The purpose of this amendment is to require a landlord, following a change in identity of the landlord, to provide a contact address to the contract-holder.</p> <p>The effect of this amendment is to ensure a landlord communicates the relevant address, alongside any change in landlord identity, to the contract-holder.</p>
64	Section 39, page 18, after line 22, insert— ‘() If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.’.	Adran 39, tudalen 18, ar ôl llinell 22, mewnosoder— ‘() Os yw’r cyfeiriad y gall deiliad y contract anfon dogfennau a fwriedir ar gyfer y landlord iddo yn newid, rhaid i’r landlord hysbysu deiliad y contract o’r cyfeiriad newydd, a hynny cyn diwedd y cyfnod o 14 diwrnod sy’n dechrau â’r diwrnod y mae’r cyfeiriad yn newid.’.	<p>The purpose of this amendment is to insert a requirement that a landlord, following a change of address, must inform the contract holder of the new address within 14 days.</p> <p>The effect of this is to ensure the contract-holder is informed of an address to which he or she can send documents.</p>

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65	Section 97, page 43, line 23, leave out '91(1)', insert '91(1)(b)'.	Adran 97, tudalen 43, llinell 23, hepgorer '91(1)' a mewnosoder '91(1)(b)'.	<p>The purpose of this amendment is to provide clarity around a landlord's obligation under section 91 relating to fitness for human habitation.</p> <p>The effect is that a landlord's obligation to ensure the dwelling is fit for human habitation at the outset of the contract, (under section 91(1)(a)), is not contingent on the landlord becoming aware that works or repairs are necessary under section 97. The onus is on the landlord to ensure that the dwelling is fit for human habitation at the outset of any occupation contract.</p>
66	Section 104, page 46, line 9, leave out 'proposing' and insert 'setting out'.	Adran 104, tudalen 46, llinell 10, hepgorer 'cynnig' a mewnosoder 'nodi'.	<p>The purpose of this amendment is to provide clarity for the contract-holder with regard to a variation in the amount of rent under a secure contract.</p> <p>The effect is that a landlord is informing the contract-holder of the rent variation that will take effect, rather than the notice of rent variation representing a proposal.</p>
67	Section 105, page 46, line 23, leave out 'proposing' and insert 'setting out'.	Adran 105, tudalen 46, llinell 25, hepgorer 'cynnig' a mewnosoder 'nodi'.	<p>The purpose of this amendment is to provide clarity for the contract-holder with regard to a variation in the amount other consideration (rendered in place of rent) under a secure contract.</p> <p>The effect is that a landlord is informing the contract-holder of the variation of other consideration that will take effect, rather</p>

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			than the notice of variation representing a proposal.
68	Section 109, page 48, line 24, after 'varied', insert - , unless the landlord has given notice of the variation in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6)'.	Adran 109, tudalen 48, llinell 26, ar ôl 'hamrywiwyd', mewnosoder— , oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol ag adran 104, 105(2) l (4) neu 107(1)(b) a (2) i (6)'.	The purpose of this amendment is to provide clarity, where a landlord has given notice of a variation of a term in a secure contract, that the notice will have the effect of notifying a contract-holder of a change of term. The effect is to dis-apply the requirement under section 109 for the landlord to give a further written statement of the term varied or a new written statement.
69	Section 123, page 53, line 23, leave out 'proposing' and insert 'setting out'.	Adran 123, tudalen 53, llinell 24, hepgorer 'cynnig' a mewnosoder 'nodi'.	The purpose of this amendment is to provide clarity for the contract-holder with regard to a variation in the amount of rent under a periodic standard contract. The effect is that a landlord is informing the contract-holder of the rent variation that will take effect, rather than the notice of rent variation representing a proposal.
70	Section 124, page 54, line 6, leave out 'proposing' and insert 'setting out'.	Adran 124, tudalen 54, llinell 6, hepgorer 'cynnig' a mewnosoder 'nodi'.	The purpose of this amendment is to provide clarity for the contract-holder with regard to a variation in the amount of other consideration (rendered in place of rent) under a periodic standard contract. The effect is that a landlord is informing the contract-holder of the variation that will take effect, rather than the notice representing a

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			proposal.
71	<p>Section 127, page 55, after line 21, insert –</p> <p>‘(i) paragraph [second paragraph inserted by amendment 78] of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).’.</p>	<p>Adran 127, tudalen 55, ar ôl llinell 22, mewnosoder—</p> <p>(i) paragraff [yr ail baragraff a fewnosodir gan welliant 78] o Atodlen 4 (amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol).’.</p>	<p>The purpose of this amendment is to dis-apply the ability to not incorporate, or to modify, the provisions relating to varying the terms of a secure contract set out in the written statement of an introductory standard contract.</p> <p>The effect of this amendment is to ensure the terms of the secure contract may only be varied in accordance with the provisions set out in the second paragraph of amendment 78 below.</p>
72	<p>Section 128, page 56, line 7, after ‘varied’, insert –</p> <p>‘</p> <p>unless the landlord has given notice of the variation in accordance with section 123, 124(2) to (4) or 126(1) to (3).’</p>	<p>Adran 128, tudalen 56, llinell 8, ar ôl ‘hamrywiwyd’, mewnosoder—</p> <p>‘oni bai bod y landlord wedi rhoi hysbysiad o’r amrywiad yn unol ag adran 123, 124(2) i (4) neu 126(1) i (3).’.</p>	<p>The purpose of this amendment is to clarify that, where a landlord has given notice of variation of a term in a periodic standard contract, the notice will have the effect of notifying a contract-holder of a change of term.</p> <p>The effect is to dis-apply the requirement for the landlord to give a further written statement of the term varied or a new written statement under section 128.</p>
73	<p>Section 182, page 78, after line 6, insert –</p> <p>‘(8) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply in relation to a periodic standard contract arising under subsection (2).’.</p>	<p>Adran 182, tudalen 78, ar ôl llinell 6, mewnosoder—</p> <p>‘(8) Nid yw’r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys mewn perthynas â chontract safonol cyfnodol sy’n codi o dan is-adran (2).’.</p>	<p>The purpose of this amendment is to remove the requirement, under a periodic standard contract that was immediately preceded by a fixed term standard contract, for a landlord to provide a contact address to a contract-holder.</p> <p>The effect of this amendment is that the</p>

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			address previously supplied under the fixed term standard contract remains effective (subject to that address remaining unchanged).
74	Section 183, page 78, line 15, leave out 'must be after' and insert 'may not be before'.	Adran 183, tudalen 78, llinell 15, hepgorer 'rhaid iddo fod ar ôl' a mewnosoder 'ni chaiff fod cyn'.	<p>The purpose of this amendment is to provide that a landlord, under a fixed term standard contract, may not issue a notice stipulating the contract-holder must give up possession before the last day of the fixed term.</p> <p>The effect of this amendment is to ensure a landlord is able to regain possession upon the expiry of the last day of the fixed term.</p>
75	<p>Schedule 1, page 118, Table 4, after line 25, column 1, insert—</p> <p>'Paragraph [<i>the second paragraph inserted by amendment 78</i>] of Schedule 4'.</p>	<p>Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 1, mewnosoder—</p> <p>'Paragraff [<i>yr ail baragraff a fewnosodir gan welliant 78</i>] o Atodlen 4'.</p>	Consequential to amendment to paragraph 6 of Schedule 4 as inserted (amendment 78)
76	<p>Schedule 1, page 118, Table 4, after line 25, column 2, insert—</p> <p>'Variation of secure contract addressed in written statement of introductory standard contract'.</p>	<p>Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 2, mewnosoder—</p> <p>'Amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol'.</p>	Consequential to amendment to paragraph 6 of Schedule 4 as inserted (amendment 78)
77	<p>Schedule 1, page 118, Table 4, after line 25, column 3, insert—</p> <p>'Only applies to introductory standard contracts</p>	<p>Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 3, mewnosoder—</p> <p>'Nid yw ond yn gymwys i gontractau safonol</p>	Consequential to amendment to paragraph 6 of Schedule 4 as inserted (amendment 78)

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	<p>where the written statement addresses the secure contract that may arise at the end of the introductory period, in accordance with paragraph [<i>the first paragraph inserted by amendment 78</i>](2) of Schedule 4.’.</p>	<p>rhagarweiniol pan fo’r datganiad ysgrifenedig yn ymdrin â’r contract diogel a allai godi ar ddiwedd y cyfnod rhagarweiniol, yn unol â pharagraff [<i>y paragraff cyntaf a fewnosodir gan welliant 78</i>](2) o Atodlen 4.’.</p>	
78	<p>Schedule 4, page 138, after line 33, insert— <i>‘Written statement may address secure contract arising at end of introductory standard contract</i></p> <p>[] (1) Sub-paragraph (2) applies if, before the end of the introductory period, the landlord and the contract-holder have agreed (subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions) what the terms of the secure contract that may arise at the end of the introductory period are to be.</p> <p>(2) A written statement of the introductory standard contract may set out the terms of the secure contract by—</p> <p>(a) identifying the terms of the introductory standard contract that will not be terms of the secure contract, and setting out the terms that will apply only to the secure contract, or</p> <p>(b) separately setting out all of the terms of the secure contract.</p>	<p>Atodlen 4, tudalen 138, ar ôl llinell 33, mewnosoder— <i>‘Caiff datganiad ysgrifenedig ymdrin â chontract diogel sy’n codi ar ddiwedd contract safonol rhagarweiniol</i></p> <p>[] (1) Mae is-baragraff (2) yn gymwys os yw’r landlord a deiliad y contract, cyn diwedd y cyfnod rhagarweiniol, wedi cytuno (yn ddarostyngedig i ddarpariaethau’r Ddeddf hon o ran ymgorffori darpariaethau sylfaenol ac atodol) beth fydd telerau’r contract diogel a allai godi ar ddiwedd y cyfnod rhagarweiniol.</p> <p>(2) Caiff datganiad ysgrifenedig o’r contract safonol rhagarweiniol nodi telerau’r contract diogel drwy—</p> <p>(a) dynodi telerau’r contract safonol rhagarweiniol na fyddant yn delerau’r contract diogel, a nodi’r telerau na fyddant ond yn gymwys i’r contract diogel, neu</p> <p>(b) nodi holl delerau’r contract diogel ar</p>	<p>The purpose of this amendment is to provide that a landlord may issue a written statement addressing the terms of both the introductory standard contract and any secure contract which arises at the end of the introductory period.</p> <p>The effect of this amendment is to ensure a landlord is not required to issue two written statements in respect of an introductory standard contract and the secure contract which may follow it.</p>

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	<p>(3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a “relevant written statement”)—</p> <p>(a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure contract,</p> <p>(b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the secure contract, and</p> <p>(c) the terms of the secure contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).</p> <p>(4) If the occupation date of a secure contract addressed in a relevant written statement changes because the landlord has extended the introductory period in accordance with paragraph 3, the relevant written statement is not incorrect merely because it does not set out the new occupation date.</p> <p>[] (1) A secure contract addressed in a relevant written statement may be varied by agreement between the landlord and the contract-holder before the occupation date of the secure contract, subject to sub-paragraphs (2) to (5).</p>	<p>wahân.</p> <p>(3) Pan fo datganiad ysgrifenedig o contract safonol rhagarweiniol yn ymdrin â'r contract diogel yn unol ag is-baragraff (2) (“datganiad ysgrifenedig perthnasol”)—</p> <p>(a) nid yw'r datganiad ysgrifenedig perthnasol yn anghywir (gweler adran 37) ond am ei fod yn ymdrin â'r contract diogel,</p> <p>(b) mae'r landlord i'w drin fel pe bai wedi cydymffurfio â'r gofyniad yn adran 31(1) (darparu datganiad ysgrifenedig) mewn perthynas â'r contract safonol, ac</p> <p>(c) ni chaniateir gorfodi telerau'r contract diogel yn erbyn deiliad y contract cyn dyddiad meddiannu'r contract hwnnw (ac, yn unol â hynny, nid yw adran 42 yn gymwys).</p> <p>(4) Os yw dyddiad meddiannu contract diogel y mae datganiad ysgrifenedig perthnasol yn ymdrin ag ef yn newid am fod y landlord wedi ymestyn y cyfnod rhagarweiniol yn unol â pharagraff 3, nid yw'r datganiad ysgrifenedig perthnasol yn anghywir ond am nad yw'n nodi'r dyddiad meddiannu newydd.</p>	

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	<p>(2) Section 108(1) to (5) (limit on variation) applies in relation to such a variation.</p> <p>(3) Sections 109(1) to (3) and 110 (written statement of variation) apply in relation to such a variation.</p> <p>(4) Section 104(1) to (3) or (as the case may be) section 105(1)(b) and (2) to (4) applies in relation to a variation of the rent or other consideration which is to be payable under the secure contract.</p> <p>(5) Sections 104(3)(a) and 105(4)(a), as applied by sub-paragraph (4), are to be read as if for “any date” there were substituted “the occupation date of the secure contract, or a later date”.</p> <p>(6) This paragraph is a fundamental provision which is incorporated as a term of all introductory standard contracts where the written statement of the contract is a relevant written statement; section 20 provides that this paragraph-</p> <p>(a) must be incorporated, and</p> <p>(b) must not be incorporated with modifications.’</p>	<p>[] (1) Caniateir amrywio contract diogel y mae datganiad ysgrifenedig perthnasol yn ymdrin ag ef drwy gytundeb rhwng y landlord a deiliad y contract cyn dyddiad meddiannu'r contract diogel, yn ddarostyngedig i is-baragraffau (2) i (5).</p> <p>(2) Mae adran 108(1) i (5) (cyfyngiad ar amrywio) yn gymwys mewn perthynas ag amrywiad o'r fath.</p> <p>(3) Mae adrannau 109(1) i (3) a 110 (datganiad ysgrifenedig yn cofnodi amrywiad) yn gymwys mewn perthynas ag amrywiad o'r fath.</p> <p>(4) Mae adran 104(1) i (3) neu (yn ôl y digwydd) adran 105(1)(b) a (2) i (4) yn gymwys mewn perthynas ag amrywio'r rhent neu'r gydnabyddiaeth arall sydd a fydd yn daladwy o dan y contract diogel.</p> <p>(5) Mae adrannau 104(3)(a) a 105(4)(a), fel y'u cymhwysir gan is-baragraff (4), i'w darllen fel pe bai “dyddiad meddiannu'r contract diogel, neu ddyddiad diweddarach” wedi ei roi yn lle “unrhyw ddyddiad”.</p> <p>(6) Mae'r paragraff hwn yn ddarpariaeth sylfaenol sydd wedi ei ymgorffori fel un o delerau pob contract safonol rhagarweiniol pan fo'r datganiad ysgrifenedig o'r contract yn ddatganiad ysgrifenedig perthnasol;</p>	

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		<p>mae adran 20 yn darparu—</p> <p>(a) bod rhaid i'r paragraff hwn gael ei ymgorffori; a</p> <p>(b) na chaniateir i'r paragraff hwn gael ei ymgorffori gydag addasiadau.'</p>	
79	<p>Schedule 4, page 138, line 36, after 'ended', insert ', and the landlord has not addressed the secure contract in the written statement of the introductory standard contract in accordance with paragraph [first paragraph inserted by amendment 78](2).'</p>	<p>Atodlen 4, tudalen 138, llinell 36, ar ôl 'ben', mewnosoder ', ac nad yw'r landlord wedi ymdrin â'r contract diogel yn y datganiad ysgrifenedig o'r contract safonol rhagarweiniol yn unol â pharagraff [y paragraff cyntaf a fewnosodir gan welliant 78](2).'</p>	<p>The purpose of this amendment is to provide clarity that this paragraph applies where a landlord has not addressed the secure contract in the written statement of the introductory standard contract, in accordance with paragraph 6 of Schedule 4 as inserted (amendment 78).</p> <p>The effect of this amendment is to dis-apply the paragraph, which addresses the terms of a secure contract arising following an introductory standard contract, as the terms will already have been set out in the written statement for the introductory standard contract.</p>
80	<p>Schedule 4, page 139, after line 9, insert –</p> <p><i>'Landlord's duty to give address at start of contract does not apply in relation to secure contract</i></p> <p>7 The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply in relation to a secure contract which replaces an introductory standard contract.'</p>	<p>Atodlen 4, tudalen 139, ar ôl llinell 8, mewnosoder—</p> <p><i>'Nid yw'r ddyletswydd ar landlord i roi cyfeiriad ar ddechrau contract yn gymwys mewn perthynas â chontract diogel</i></p> <p>7 Nid yw'r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys mewn perthynas â chontract diogel sy'n</p>	<p>This replaces amendment 39, tabled in the name of Lesley Griffiths AM, Minister for Communities and Tackling Poverty, on 8 July 2015.</p> <p>The purpose of this amendment is to provide clarity that a landlord is not required to provide an address at the start of the secure contract following an introductory standard contract.</p>

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		disodli contract safonol rhagarweiniol.’	The effect is to allow the address provided to the contract-holder at the outset of the introductory standard contract to remain effective (subject to that address remaining unchanged).
81	Schedule 7, page 149, after line 2, insert— () The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.’	Atodlen 7, tudalen 149, ar ôl llinell 3, mewnosoder— () Nid yw'r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys.’	The purpose of this amendment is to provide clarity that a landlord is not required to provide an address for a secure contract that immediately follows a prohibited standard contract. The effect is to allow the address provided to the contract-holder under the secure contract to remain effective (subject to that address remaining unchanged).