

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 22 Medi 2015
Tabled on 22 September 2015

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

Jocelyn Davies

163

Section 55, page 24, line 6, leave out –

‘The contract holder must not –

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

and insert –

‘No person visiting or residing in the dwelling must –

- (a) act as mentioned in subsections (1) to (4)‘.

Adran 55, tudalen 24, llinell 6, hepgorer –

‘Rhaid i ddeiliad y contract beidio –

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

a mewnosoder –

‘Ni chaniateir i unrhyw berson sy’n byw yn yr annedd neu’n ymweld â’r annedd –

- (a) ymddwyn fel y crybwyllir yn is-adrannau (1) i (4)‘.

Jocelyn Davies

164

Section 55, page 24, after line 9, insert –

- ‘() The contract-holder must not allow, incite or encourage any domestic pet which is under his or her control to act as mentioned in subsections (1) to (3)‘.

Adran 55, tudalen 24, ar ôl llinell 10, mewnosoder –

- ‘() Ni chaniateir i ddeiliad y contract ganiatáu, cymell nac annog unrhyw anifail anwes sydd o dan ei reolaeth i ymddwyn fel y crybwyllir yn is-adrannau (1) i (3)‘.



Jocelyn Davies

165

Page 69, after line 5, insert a new section –

[] Serious offences

- (1) If any of the following conditions is met in relation to an occupation contract, the landlord may on that ground make a possession claim.
- (2) Condition 1 is that –
 - (a) the contract-holder, or a person residing in or visiting the dwelling, has been convicted of a serious offence, and
 - (b) the serious offence –
 - (i) was committed (wholly or partly) in, or in the locality of, the dwelling,
 - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling, or
 - (iii) was committed elsewhere against the landlord of the dwelling, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord’s housing management functions, and directly or indirectly related to or affected those functions.
- (3) Condition 2 is that a court has found in relevant proceedings that the contract-holder, or a person residing in or visiting the dwelling, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and –
 - (a) the breach occurred in, or in the locality of, the dwelling, or
 - (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent –
 - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling, or
 - (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord’s housing management functions, and that is directly or indirectly related to or affects those functions.
- (4) Condition 3 is that the contract-holder, or a person residing in or visiting the dwelling, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved –
 - (a) a breach that occurred in, or in the locality of, the dwelling, or
 - (b) a breach that occurred elsewhere and the provision breached was a provision intended to prevent –



- (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling, or
 - (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.
- (5) Condition 4 is that –
 - (a) the dwelling is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
 - (b) access to the dwelling has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.
- (6) Condition 5 is that –
 - (a) the contract-holder, or a person residing in or visiting the dwelling, has been convicted of an offence under –
 - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or
 - (ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc), and
 - (b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).
- (7) Condition 1, 2, 3, 4 or 5 is not met if –
 - (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
 - (b) the final determination of the appeal results in the conviction, finding or order being overturned.
- (8) In this ground –
 - “relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;
 - “serious offence” means an offence which –
 - (a) was committed on or after the day on which this section comes into force,
 - (b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
 - (c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).



Tudalen 69, ar ôl llinell 5, mewnosoder adran newydd –

[] Troseddau difrifol

- (1) Os bodlonir unrhyw un o'r amodau a ganlyn mewn perthynas â'r contract meddiannaeth, caiff y landlord wneud hawliad meddiant ar y sail honno.
- (2) Amod 1 yw –
 - (a) bod deiliad y contract, neu berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, wedi ei gollfarnu o drosedd ddifrifol, a
 - (b) bod y drosedd ddifrifol –
 - (i) wedi ei chyflawni (yn llwyr neu'n rhannol) yng nghyffiniau'r annedd,
 - (ii) wedi ei chyflawni mewn man arall yn erbyn person sydd â hawl (o ba bynnag ddisgrifiad) i fyw yn yr annedd, neu i feddiannu llety yng nghyffiniau'r annedd, neu
 - (iii) wedi ei chyflawni mewn man arall yn erbyn landlord yr annedd, neu berson sydd wedi ei gyflogi (boed gan y landlord ai peidio) mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, ac yn ymwneud yn uniongyrchol neu'n anuniongyrchol â'r swyddogaethau hynny neu'n effeithio arnynt.
- (3) Amod 2 yw bod llys wedi canfod mewn achos perthnasol fod deiliad y contract, neu berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, wedi torri darpariaeth gwaharddeb o dan adran 1 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlisma 2014, ac eithrio darpariaeth sy'n ei gwneud yn ofynnol i berson gymryd rhan mewn gweithgarwch penodol, ac –
 - (a) bod y toriad wedi digwydd yn yr annedd, neu yng nghyffiniau'r annedd, neu
 - (b) bod y toriad wedi digwydd mewn man arall a bod y ddarpariaeth a dorrwyd yn ddarpariaeth y bwriadwyd iddi atal –
 - (i) ymddygiad a allai beri niwsans neu annifyrrwch i berson sydd â hawl (o ba bynnag ddisgrifiad) i fyw yn yr annedd, neu i feddiannu llety yng nghyffiniau'r annedd, neu
 - (ii) ymddygiad a allai beri niwsans neu annifyrrwch i landlord yr annedd, neu berson sydd wedi ei gyflogi (boed gan y landlord ai peidio) mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, ac sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â'r swyddogaethau hynny neu'n effeithio arnynt.
- (4) Amod 3 yw bod deiliad y contract, neu berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, wedi ei gollfarnu o drosedd o dan adran 30 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlisma 2014, sy'n ymwneud â thorri darpariaeth gorchymyn ymddygiad troseddol sy'n gwahardd person rhag gwneud unrhyw beth a ddisgrifir yn y gorchymyn, a bod y drosedd yn cynnwys –
 - (a) toriad a ddigwyddodd yn yr annedd, neu yng nghyffiniau'r annedd, neu
 - (b) toriad a ddigwyddodd mewn man arall a bod y ddarpariaeth a dorrwyd yn ddarpariaeth y bwriadwyd iddi atal –



- (i) ymddygiad sy'n peri neu sy'n debygol o beri aflonyddwch, braw neu drallod i berson sydd â hawl (o ba bynnag ddisgrifiad) i fyw yn yr annedd, neu i feddiannu llety yng nghyffiniau'r annedd, neu
 - (ii) ymddygiad sy'n peri neu sy'n debygol o beri aflonyddwch, braw neu drallod i landlord yr annedd, neu berson sydd wedi ei gyflogi (boed gan y landlord ai peidio) mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, ac sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â'r swyddogaethau hynny neu'n effeithio arnynt.
- (5) Amod 4 yw –
- (a) bod yr annedd yn ddarostyngedig i orchymyn cau o dan adran 80 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlisma 2014, neu wedi bod yn ddarostyngedig i orchymyn cau o'r fath, a
 - (b) bod mynediad i'r annedd wedi ei wahardd (o dan y gorchymyn cau neu o dan hysbysiad cau a ddyroddwyd o dan adran 76 o'r Ddeddf honno) am gyfnod parhaol o fwy na 48 awr.
- (6) Amod 5 yw –
- (a) bod deiliad y contract, neu berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, wedi ei gollfarnu o drosedd o dan –
 - (i) adran 80(4) o Ddeddf Diogelu'r Amgylchedd 1990 (torri hysbysiad atal mewn perthynas â niwsans statudol), neu
 - (ii) adran 82(8) o'r Ddeddf honno (torri gorchymyn llys i atal niwsans statudol ac ati), a
 - (b) mai sŵn yn dod o'r tŷ annedd oedd y niwsans dan sylw a oedd yn niwsans statudol at ddibenion Rhan 3 o'r Ddeddf yn rhinwedd adran 79(1)(g) o'r Ddeddf honno (sŵn sy'n dod o fangreuedd yn y fath fodd ag i fod yn niweidiol i iechyd neu'n niwsans).
- (7) Nid yw amodau 1, 2, 3, 4 na 5 wedi eu bodloni –
- (a) os oes apêl yn erbyn y gollfarn, y canfyddiad neu'r gorchymyn dan sylw ac nid yw'r apêl wedi ei phenderfynu'n derfynol, yn un y rhoddwyd y gorau iddi, neu'n un a gafodd ei thynnu'n ôl, neu
 - (b) os yw'r dyfarniad terfynol ar yr apêl yn arwain at wrthdroi'r gollfarn, y canfyddiad neu'r gorchymyn.
- (8) Yn y sail hon –
- ystyr "achos perthnasol" yw achos dirmyg llys neu achos o dan Atodlen 2 o Ddeddf Ymddygiad Gwrthgymdeithasol, Troseddu a Phlisma 2014;
- ystyr "trosedd ddifrifol" yw trosedd –
- (a) a gyflawnwyd ar neu ar ôl y diwrnod y daw'r adran hon i rym,
 - (b) a bennir, neu sydd o fewn y disgrifiad a bennir, yn Atodlen 2A i Ddeddf Tai 1985 ar yr adeg y cyflawnwyd y drosedd ac ar yr adeg y mae'r llys yn ystyried y mater, ac



- (c) nad yw'n drosedd na ellir ei phrofi ond yn ddiannod yn rhinwedd adran 22 o Ddeddf Llysoedd Ynadon 1980 (troseddau naill ffordd neu'r llall sy'n ymwneud â symiau bach).'

Jocelyn Davies

166

Page 75, after line 1, insert a new section –

[] Restriction on section 172: landlord's right to end the contract

- (1) The landlord may not give notice under section 172 other than in the cases set out in subsections (2) to (7).
- (2) The first case is where the notice is given, in any year, on the anniversary of the start date of the contract.
- (3) The second case is where the dwelling is no longer appropriate to the needs of the contract-holder.
- (4) The third case is where the landlord intends, within three months of the date on which the notice is given, to sell the dwelling.
- (5) The fourth case is where the landlord or a member of his or her family intends, within three months of the date on which the notice is given, to live in the dwelling.
- (6) The fifth case is where the landlord intends, within three months of the date on which the notice is given, to carry out substantial works to the dwelling.
- (7) The sixth case is where the landlord intends, within three months of the date on which the notice is given, to change the permitted use of the dwelling so that it is no longer appropriate for occupation as a dwelling.
- (8) For the purposes of subsection (6) "substantial works" means works which cannot reasonably be carried out while the dwelling is occupied for residential purposes.'

Tudalen 75, ar ôl llinell 1, mewnosoder adran newydd –

[] Cyfyngiad ar adran 172: hawl landlord i derfynu'r contract

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 172 ac eithrio yn yr achosion a nodir yn is-adrannau (2) i (7).
- (2) Yr achos cyntaf yw pan roddir yr hysbysiad, mewn unrhyw flwyddyn, ar ben blwydd dyddiad dechrau'r contract.
- (3) Yr ail achos yw pan nad yw'r annedd yn briodol mwyach i anghenion deiliad y contract.
- (4) Y trydydd achos yw pan fo'r landlord, o fewn tri mis i'r dyddiad y rhoddir yr hysbysiad, yn bwriadu gwerthu'r annedd.
- (5) Y pedwerydd achos yw pan fo'r landlord neu aelod o'i deulu, o fewn tri mis i'r dyddiad y rhoddir yr hysbysiad, yn bwriadu byw yn yr annedd.
- (6) Y pumed achos yw pan fo'r landlord, o fewn tri mis i'r dyddiad y rhoddir yr hysbysiad, yn bwriadu gwneud gwaith sylweddol ar yr annedd.



- (7) Y chweched achos yw pan fo'r landlord, o fewn tri mis i'r dyddiad y rhoddir yr hysbysiad, yn bwriadu newid y defnydd a ganiateir ar gyfer yr annedd fel nad yw'n briodol mwyach i'w meddiannu fel annedd.
- (8) At ddibenion is-adran (6) ystyr "gwaith sylweddol" yw gwaith na ellir ei wneud yn rhesymol tra bo'r annedd yn cael ei meddiannu at ddibenion preswyl.'

Jocelyn Davies

167

Page 82, after line 33, insert a new section –

[] Restriction on landlord's break clause

- (1) Section 191 does not apply if the contract ("the present contract") was immediately preceded by a contract ("the previous contract") which meets the criteria in subsection (2).
- (2) The criteria are –
 - (a) the previous contract related to the same dwelling (or a substantial part of it) as is the subject of the present contract,
 - (b) the landlord under the previous contract and under the present contract are the same, and
 - (c) the contract-holder under the previous contract and the present contract are the same (or at least one contract-holder is the same under the present contract as under the previous contract).'

Tudalen 82, ar ôl llinell 34, mewnosoder adran newydd –

[] Cyfyngiad ar gymal terfynu'r landlord

- (1) Nid yw adran 191 yn gymwys os ragflaenwyd y contract ("y contract presennol") yn uniongyrchol gan contract ("y contract blaenorol") sy'n bodloni'r meini prawf yn is-adran (2).
- (2) Y meini prawf yw –
 - (a) bod y contract blaenorol yn ymwneud â'r un annedd (neu ran sylweddol ohoni) â'r annedd sy'n ddarostyngedig i'r contract presennol,
 - (b) bod y landlord o dan y contract blaenorol a'r contract presennol yr un fath, ac
 - (c) bod deiliad y contract o dan y contract blaenorol a'r contract presennol yr un fath (neu fod o leiaf un deiliad contract yr un fath o dan y contract presennol ag o dan y contract blaenorol).'

