

RHESTR O WELLIANNAU WEDI'U DIDOLI MARSHALLED LIST OF AMENDMENTS

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

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

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

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

Caiff y Bil ei ystyried yn y drefn a ganlyn—

The Bill will be considered in the following order—

Sections 7 to 29	Adrannau 7 i 29
Sections 31 to 88	Adrannau 31 i 88
Sections 90 to 101	Adrannau 90 i 101
Sections 103 to 119	Adrannau 103 i 119
Sections 121 to 131	Adrannau 121 i 131
Sections 133 to 145	Adrannau 133 i 145
Sections 147 to 255	Adrannau 147 i 255
Schedules 2 to 11	Atodlenni 2 i 11
Section 30	Adran 30
Section 89	Adran 89
Section 102	Adran 102
Section 120	Adran 120
Section 132	Adran 132
Section 146	Adran 146



Sections 1 to 4	Adrannau 1 i 4
Schedule 1	Atodlen 1
Sections 5 to 6	Adrannau 5 i 6
Long title	Teitl hir

Peter Black [R]

136

Gyda chefnogaeth/ Supported by: Mark Isherwood

Section 130, page 57, after line 13, insert—

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

Adran 130, tudalen 57, ar ôl llinell 13, mewnosoder—

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

Peter Black [R]

137

Gyda chefnogaeth/ Supported by: Mark Isherwood

Page 57, after line 22, insert a new section—

[] Apportionment of deposit on withdrawal

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

Tudalen 57, ar ôl llinell 22, mewnosoder adran newydd—

[] Dosrannu blaendal wrth dynnu’n ôl

- (1) Rhaid i gyd-ddeiliad contract sy’n rhoi hysbysiad tynnu’n ôl o dan adran 130, ar yr un pryd, roi hysbysiad ysgrifenedig i’r cyd-ddeiliaid contract eraill o ran dosraniad arfaethedig rhyngddynt o ran unrhyw flaendal a delir mewn perthynas â’r contract.



- (2) O fewn 14 diwrnod i roi hysbysiad o dan is-adran (1) rhaid i'r cyd-ddeiliaid eraill naill ai –
 - (a) derbyn y cynnig, neu
 - (b) cynnig dosraniad amgen.
- (3) Os, o fewn 28 diwrnod i hysbysiad gael ei roi o dan is-adran (1), bydd y deiliaid contract wedi methu â phenderfynu ar ddosraniad o'r blaendal, caiff y dosraniad ei ddyfarnu gan dribiwnlys.
- (4) Nid oes dim yn yr adran hon yn caniatáu i gyfanswm y blaendal gael ei ostwng.'

Peter Black [R]

138

Gyda chefnogaeth / Supported by: Mark Isherwood

Section 131, page 57, line 24, leave out 'may' and insert 'must'.

Adran 131, tudalen 57, llinell 24, hepgorer 'Caiff Gweinidogion' a mewnosoder 'Rhaid i Weinidogion'.

Mark Isherwood

186

Section 131, page 57, after line 26, insert –

- '() The minimum time period prescribed under subsection (1) may not be less than two months.'

Adran 131, tudalen 57, ar ôl llinell 26, mewnosoder –

- '() Ni chaiff y cyfnod byrraf a ganiateir a ragnodir o dan is-adran (1) fod yn llai na dau fis.'

Mark Isherwood

187

Section 135, page 59, after line 16, insert –

- '() When determining, for the purposes of subsection (3)(a)(ii), whether the contract-holder would be in a better position, regard must be had to the following factors –
- (a) the effect of the variation on the average contract-holder,
 - (b) any protected characteristic, within the meaning the Equality Act 2010, of the contract-holder,
 - (c) any guidance issued by the Welsh Ministers, and
 - (d) any guidance issued by the Competition and Markets Authority.
- () Subsection (*first subsection to be inserted by this amendment*) may be amended by regulations made by the Welsh Ministers.'

Adran 135, tudalen 59, ar ôl llinell 16, mewnosoder –

- '() Wrth benderfynu, at ddibenion is-adran (3)(a)(ii), a fyddai deiliad y contract mewn gwell sefyllfa, rhaid ystyried y ffactorau a ganlyn –



- (a) effaith yr amrywiad ar ddeiliad contract cyffredin,
 - (b) unrhyw nodwedd warchoddedig, o fewn ystyr Deddf Cydraddoldeb 2010, sydd gan ddeiliad y contract,
 - (c) unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru, a
 - (d) unrhyw ganllawiau a ddyroddir gan yr Awdurdod Cystadleuaeth a Marchnadoedd.
- () Caniateir diwygio is-adran (*yr is-adran gyntaf sy'n cael ei mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Lesley Griffiths

28

Section 144, page 62, line 27, leave out 'treated' and insert 'read'.

Adran 144, tudalen 62, llinell 27, hepgorer 'trin' a mewnosoder 'darllen'.

Peter Black [R]

139

Page 62, line 29, leave out section 145.

Tudalen 62, llinell 31, hepgorer adran 145.

Jocelyn Davies

49

Section 145, page 63, line 14, leave out subsection (6) and insert –

- '() The power in subsection (1) may only be exercised by an employee of the landlord who is of appropriate seniority.
- () In this section –
 - (a) "appropriate seniority" means an employee who, apart from the most senior employee of the landlord, would be the most senior employee, and
 - (b) where more than one person falls within paragraph (a) above, any of them may be regarded as having "appropriate seniority".'

Adran 145, tudalen 63, llinell 14, hepgorer is-adran (6) a mewnosoder –

- '() Dim ond cyflogai'r landlord o safle uwch priodol a gaiff arfer y pŵer yn is-adran (1).
- () Yn yr adran hon –
 - (a) ystyr "safle uwch priodol" yw cyflogai, heblaw cyflogai'r landlord o'r safle uchaf un, a fyddai o'r safle uchaf, a
 - (b) pan fo mwy nag un person yn dod o fewn ystyr paragraff (a) uchod, ceir ystyried unrhyw un ohonynt yn gyflogai o "safle uwch priodol".'

Lesley Griffiths

29

Page 63, after line 19, insert a new section –



[] Temporary exclusion: guidance

In the exercise of its functions under section 145, a landlord must have regard to any guidance issued by the Welsh Ministers.’.

Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd –

[] Gwahardd dros dro: canllawiau

Wrth arfer ei swyddogaethau o dan adran 145, rhaid i landlord roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru.’.

Jocelyn Davies

50

Page 63, after line 19, insert a new section –

[] Review of temporary exclusions

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

Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd –

[] Adolygu gwaharddiadau dros dro

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

Jocelyn Davies

51

Page 63, after line 19, insert a new section –

[] Duty to inform Social Services

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

“relevant local authority” means the local authority in whose area the temporary exclusion took place.’.



Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd –

[] Dyletswydd i hysbysu'r Gwasanaethau Cymdeithasol

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

ystyr “awdurdod lleol perthnasol” yw'r awdurdod lleol ar gyfer yr ardal lle digwyddodd y gwaharddiad dros dro.’.

Jocelyn Davies

52

Page 63, after line 19, insert a new section –

[] Records of temporary exclusion

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

Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd –

[] Cofnodi gwaharddiad dros dro

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



- (e) y rheswm am y gwaharddiad dros dro;
- (f) canlyniad unrhyw adolygiad;
- (g) enw a disgrifiad swydd y person a gynhaliodd yr adolygiad (os bu un).'

Jocelyn Davies

53

Page 63, after line 19, insert a new section –

[] Reporting requirements as to temporary exclusion

- (1) The Welsh Ministers must lay before the National Assembly for Wales a report on the number of temporary exclusions reported to them under section (*new section to be inserted by amendment 52*).
- (2) The report must be laid annually.'

Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd –

[] Gofynion adrodd o ran gwahardd dros dro

- (1) Rhaid i Weinidogion Cymru osod adroddiad gerbron Cynulliad Cenedlaethol Cymru ar nifer y gwaharddiadau dros dro a adroddir iddynt o dan adran (*yr adran newydd sy'n cael ei fewnosod gan welliant 52*).
- (2) Rhaid gosod yr adroddiad bob blwyddyn.'

Peter Black [R]

140

Section 152, page 67, after line 28, insert –

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

Adran 152, tudalen 67, ar ôl llinell 31, mewnosoder –

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

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).'

Lesley Griffiths

30

Section 160, page 70, line 33, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.



Adran 160, tudalen 70, llinell 30, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.

Peter Black [R]

141

Section 173, page 74, line 5, leave out 'may not be less than two months after the day on which the notice is given to the contract-holder' and insert –
'must be –

- (a) at least two months after the day on which the notice is given to the contract-holder, and
- (b) at least six months after the date on which the occupation contract started'.

Adran 173, tudalen 74, llinell 5, hepgorer is-adran (1) a mewnosoder –

'() Rhaid i'r dyddiad a bennir mewn hysbysiad o dan adran 172 fod –

- (a) o leiaf ddau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract, a
- (b) o leiaf chwe mis ar ôl y dyddiad y dechreuodd y contract meddiannaeth.'

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.'

Peter Black [R]

142

Section 182, page 77, after line 19, insert—

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

Adran 182, tudalen 77, ar ôl llinell 21, mewnosoder—

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

Lesley Griffiths

31

Section 182, page 77, line 28, leave out 'made with the landlord'.

Adran 182, tudalen 77, llinell 29, hepgorer 'a wneir â'r landlord'.

Lesley Griffiths

73

Section 182, page 78, after line 6, insert—

'(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).'

Adran 182, tudalen 78, ar ôl llinell 6, mewnosoder—

'(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).'



Lesley Griffiths

32

Page 78, after line 6, insert a new section –

[] Written statement may address periodic standard contract arising under section 182(2)

- (1) A written statement of a fixed term standard contract may, as regards the periodic standard contract which may arise under section 182(2) (“the potential contract”), set out what the terms of that contract would be under section 182(3) to (5) by –
 - (a) identifying the terms of the fixed term standard contract that will not be terms of the potential contract, and setting out the terms that will apply only to the potential contract, or
 - (b) separately setting out all of the terms of the potential contract.
- (2) Where a written statement of a fixed term standard contract addresses the potential contract in accordance with subsection (1) –
 - (a) the written statement is not incorrect (see section 37) merely because it addresses the potential contract,
 - (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 potential contract, and
 - (c) the terms of the potential contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).’.

Tudalen 78, ar ôl llinell 6, mewnosoder adran newydd –

[] Caniatáu i ddatganiad ysgrifenedig ymdrin â chontract safonol cyfnodol sy'n codi o dan adran 182(2)

- (1) Caiff datganiad ysgrifenedig o gontract safonol cyfnod penodol, o ran y contract safonol cyfnodol a allai godi o dan adran 182(2) (“y contract posibl”), nodi beth fyddai telerau’r contract hwnnw o dan adran 182(3) i (5) drwy –
 - (a) pennu telerau’r contract safonol cyfnod penodol na fyddant yn delerau’r contract posibl, a nodi’r telerau a fydd yn gymwys i’r contract posibl yn unig, neu
 - (b) nodi holl delerau’r contract posibl ar wahân.
- (2) Pan fo datganiad ysgrifenedig o gontract safonol cyfnod penodol yn ymdrin â’r contract posibl yn unol ag is-adran (1) –
 - (a) nid yw’r datganiad ysgrifenedig yn anghywir (gweler adran 37) ond am ei fod yn ymdrin â’r contract posibl,
 - (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 posibl, ac
 - (c) ni chaniateir gorfodi telerau’r contract posibl yn erbyn deiliad y contract cyn dyddiad meddiannu’r contract hwnnw (ac, o ganlyniad, nid yw adran 42 yn gymwys).’.



Lesley Griffiths

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'.

Peter Black [R]

143

Gyda chefnogaeth/ Supported by: Mark Isherwood

Section 184, page 78, line 35, leave out 'if at least one quarter's rent is more than three months in arrears' and insert 'or six months, if at least one rental payment is unpaid'.

Adran 184, tudalen 78, llinell 35, hepgorer 'os oes rhent o leiaf un chwarter dros dri mis yn hwyr' a mewnosoder 'neu'n chwe mis, os oes o leiaf un taliad rhent heb ei dalu'.

Peter Black [R]

144

Gyda chefnogaeth/ Supported by: Mark Isherwood

Section 184, page 79, line 1, leave out '25%' and insert '50%'.

Adran 184, tudalen 79, llinell 1, hepgorer '25%' a mewnosoder '50%'.

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 gontract (“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).’.

Lesley Griffiths

33

Section 200, page 84, line 7, leave out ‘comply with the requirements in’ and insert ‘act in accordance with’.

Adran 200, tudalen 84, llinell 7, hepgorer ‘chydymffurfio â’r gofynion ym mha’ a mewnosoder ‘gweithredu yn unol â pha’.

Lesley Griffiths

34

Section 200, page 84, after line 8, insert –

‘() section 126 (variation of periodic standard contract by landlord’s notice);’.

Adran 200, tudalen 84, ar ôl llinell 8, mewnosoder –

‘() adran 126 (amrywio contract safonol cyfnodol drwy hysbysiad y landlord);’.

Peter Black [R]

145

Section 213, page 90, leave out lines 10 to 11.

Adran 213, tudalen 90, hepgorer llinellau 10 hyd at 11.

Jocelyn Davies

54

Section 213, page 90, line 10, leave out –

‘under section 91 or 92, and

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

and insert –

‘,



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

(4) In this section –

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

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

Adran 213, tudalen 90, llinell 10, hepgorer –

‘o dan adran 91 neu 92, a

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

a mewnosoder –

‘,

- () os gwnaeth deiliad y contract, heb fod yn hwy na chwe mis cyn i'r landlord gychwyn achos, gwyn i naill ai'r awdurdod lleol perthnasol neu i'r landlord ynghylch methiant y landlord i gydymffurfio â rhwymedigaethau'r landlord, a
- () os yw'r llys yn fodlon bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â rhwymedigaethau'r landlord.

(4) Yn yr adran hon –

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

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

Peter Black [R]

146

Section 213, page 90, line 12, leave out ‘landlord has made the possession claim to avoid complying with those obligations’ and insert ‘claim is motivated by the landlord's wish to seek retribution against the contract-holder for any reason’.

Adran 213, tudalen 90, llinell 12, hepgorer ‘bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â'r rhwymedigaethau hynny’ a mewnosoder ‘mai'r rheswm dros yr hawliad yw bod y landlord am ddial ar ddeiliad y contract am unrhyw reswm’.

Peter Black [R]

147

Section 213, page 90, after line 13, insert –

- ‘(4) This section does not apply if the possession claim is made on either of the following bases –



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

Adran 213, tudalen 90, ar ôl llinell 13, mewnosoder –

- ‘(4) Nid yw’r adran hon yn gymwys os gwneir yr hawliad meddiant ar un neu ragor o’r seiliau a ganlyn –
- (a) os yw’r landlord yn dymuno gwerthu’r annedd, neu
 - (b) os yw deiliad y contract yn torri’r contract.’.

Mark Isherwood

188

Section 213, page 90, after line 13, insert –

- ‘(4) This section does not apply if the possession claim is made on any of the following bases –
- (a) the possession claim is not motivated by a desire to avoid complying with section 91 or 92,
 - (b) the landlord wishes to sell the dwelling, or
 - (c) the contract-holder is in breach of the contract.’.

Adran 213, tudalen 90, ar ôl llinell 13, mewnosoder –

- ‘(4) Nid yw’r adran hon yn gymwys os gwneir yr hawliad meddiant ar unrhyw un o’r seiliau a ganlyn –
- (a) nid yw’r hawliad meddiant wedi ei wneud oherwydd dymuniad i osgoi cydymffurfio ag adran 91 neu 92,
 - (b) mae’r landlord yn dymuno gwerthu’r annedd, neu
 - (c) mae deiliad y contract wedi torri’r contract.’.

Jocelyn Davies

55

Page 90, after line 13, insert a new section –

[] Amendment to the Housing (Wales) Act 2014

- (1) Section 23 of the Housing (Wales) Act 2014 is amended as follows.
- (2) In subsection (1), for “changes” substitute “information”.
- (3) After subsection (1)(a) insert-
 - “(aa) any ruling of a court which determines that the licence holder has breached the terms of an occupation contract;
 - (ab) any ruling of a court that the licence holder has made a retaliatory claim within the meaning of section 213 of the Renting Homes (Wales) Act 2015;
 - (ac) any complaint which has been made to a local authority by a contract holder about the licence holder;”.



- (4) In subsection (1)(b), for “changes” substitute “information”.
- (5) In subsection (2), for “change” substitute “information”.

Tudalen 90, ar ôl llinell 13, mewnosoder adran newydd –

[1] Diwygio Deddf Tai (Cymru) 2014

- (1) Diwygir Adran 23 o Ddeddf Tai (Cymru) 2014 fel a ganlyn.
- (2) Yn is-adran (1), yn lle “newidiadau” rhodder “wybodaeth”.
- (3) Ar ôl is-adran (1)(a) mewnosoder-
 - “(aa) unrhyw ddyfarniad llys sy’n pennu bod deiliad y drwydded wedi torri telerau contract meddiannaeth;
 - (ab) unrhyw ddyfarniad llys sy’n pennu bod deiliad y drwydded wedi gwneud hawliad dialgar o fewn ystyr adran 213 o Ddeddf Rhentu Cartrefi (Cymru) 2015;
 - (ac) unrhyw gŵyn a wnaed i awdurdod lleol gan ddeiliad contract ynghylch deiliad y drwydded;”.
- (4) Yn is-adran (1)(b), yn lle “newidiadau” rhodder “wybodaeth”.
- (5) Yn is-adran (2), yn lle “newid” rhodder “wybodaeth”.

Peter Black [R]

148

Section 216, page 91, line 25, after ‘dwelling’, insert –
‘and

- () the contract-holder is in serious rent arrears within the meaning of section 179 or 184.’.

Adran 216, tudalen 91, llinell 26, ar ôl ‘annedd’, mewnosoder –
‘a

- () gan ddeiliad y contract ôl-ddyledion rhent difrifol o fewn ystyr adran 179 neu 184.’.

Peter Black [R]

149

Section 216, page 92, after line 11, insert –

- ‘(10) A landlord who recovers possession under this section without complying with subsections (3), (4), (5) and (9) is guilty of a criminal offence.
- (11) A landlord guilty of an offence under this section shall be liable –
 - (a) on summary conviction, to a fine not exceeding level 5 on the standard scale or to imprisonment for a term not exceeding 6 months or to both;
 - (b) on conviction or indictment, to a fine or to imprisonment for a term not exceeding 2 years or to both.
- (12) Nothing in this section affects any person’s liability in civil proceedings.



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

Adran 216, tudalen 92, ar ôl llinell 11, mewnosoder –

- ‘(10) Mae landlord sy’n adennill meddiant o dan yr adran hon heb gydymffurfio ag is-adrannau (3), (4), (5) a (9) yn euog o drosedd.
- (11) Bydd landlord sy’n euog o drosedd o dan yr adran hon yn agored –
- (a) ar gollfarn ddiannod, i ddirwy nad yw’n fwy na lefel 5 ar y raddfa safonol neu i’w garcharu am gyfnod nad yw’n hwy na chwe mis, neu i’r ddau;
 - (b) ar gollfarn ar dditiad, i ddirwy, neu i’w garcharu am gyfnod nad yw’n hwy na dwy flynedd, neu i’r ddau.
- (12) Nid oes dim yn yr adran hon yn effeithio ar atebolrwydd unrhyw berson mewn achos sifil.
- (13) Pan brofir bod trosedd o dan yr adran hon a gyflawnwyd gan gorff corfforaethol wedi ei chyflawni gyda chydsyniad neu ymoddefiad y canlynol, neu y gellir ei phriodoli i unrhyw esgeulustod ar ran unrhyw gyfarwyddwr, rheolwr neu ysgrifennydd neu swyddog arall tebyg yn y corff corfforaethol, neu unrhyw berson a oedd yn honni ei fod yn gweithredu yn rhinwedd swydd o’r fath, mae’r person hwnnw yn ogystal â’r corff corfforaethol yn euog o’r drosedd honno a gellir ei gosbi yn unol â hynny.’.

Peter Black [R]

150

Section 216, page 92, after line 11, insert –

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

Adran 216, tudalen 92, ar ôl llinell 11, mewnosoder –

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

Peter Black [R]

151

Section 218, page 93, after line 7, insert –

- ‘(6) It will be a rebuttable presumption that a landlord who has followed the guidance issued under section 216 has complied with the duties set out in that section.’.

Adran 218, tudalen 93, ar ôl llinell 5, mewnosoder –

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



Lesley Griffiths

35

Section 229, page 98, after line 6, insert—

- ‘() If the tenancy or licence is an occupation contract, the occupation date of the contract is the day on which the relevant person reaches the age of 16.’.

Adran 229, tudalen 98, ar ôl llinell 6, mewnosoder—

- ‘() Os yw’r denantiaeth neu’r drwydded yn gontract meddiannaeth, dyddiad meddiannu’r contract yw’r diwrnod y mae’r person perthnasol yn cyrraedd 16 oed.’.

Jocelyn Davies

56

Section 230, page 98, line 13, after ‘contract’, insert—
, and

- () the landlord is a community landlord’.

Adran 230, tudalen 98, llinell 13, ar ôl ‘meddiannaeth’, mewnosoder—
, ac

- () bod y landlord yn landlord cymunedol’.

Jocelyn Davies

57

Section 230, page 98, after line 23, insert—

- ‘(6) Before entering into an occupation contract with a person aged 16 or 17, a community landlord must offer—
- (a) appropriate advice to the proposed contract-holder about the implications of becoming a contract-holder, and
 - (b) the alternative of an occupation contract held in trust by the landlord.
- (7) Where a person aged 16 or 17 enters into an occupation contract, the landlord must offer appropriate support to the contract-holder until whichever of the circumstances in paragraphs (a) and (b) occurs first—
- (a) the contract-holder reaches the age of 18, or
 - (b) the occupation contract comes to an end.
- (8) For the purposes of subsection (7), “appropriate support” includes the provision of advice, training, guidance and counselling to assist the contract-holder to live independently.
- (9) Nothing in this section modifies, amends or repeals any of the functions of any person or body set out in the Children Act 2004.’.

Adran 230, tudalen 98, ar ôl llinell 23, mewnosoder—

- ‘(6) Cyn gwneud contract meddiannaeth gyda pherson 16 neu 17 oed, rhaid i landlord cymunedol gynnig—
- (a) cyngor priodol i’r deiliad contract arfaethedig ynghylch y goblygiadau o ddod yn gontract deiliad contract, a



- (b) dewis amgen i gontract meddiannaeth a gaiff ei ddal mewn ymddiriedolaeth gan y landlord.
- (7) Pan fo person 16 neu 17 oed yn gwneud contract meddiannaeth, rhaid i'r landlord gynnig cymorth priodol i'r deiliad contract hyd nes pa un bynnag o'r amgylchiadau ym mharagraffau (a) a (b) a ddigwydd gyntaf—
 - (a) mae deiliad y contract yn cyrraedd 18 oed, neu
 - (b) mae'r contract meddiannaeth yn dod i ben.
- (8) At ddibenion is-adran (7), mae "cymorth priodol" yn cynnwys darparu cyngor, hyfforddiant, arweiniad a chwnsela i gynorthwyo'r deiliad contract i fyw yn annibynnol.
- (9) Nid oes dim yn yr adran hon sy'n addasu, yn diwygio neu'n dirymu unrhyw un o swyddogaethau unrhyw berson neu gorff a bennir yn Neddf Plant 2004.'

Peter Black [R]

152

Section 233, page 100, after line 20, insert—

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

Adran 233, tudalen 100, ar ôl llinell 23, mewnosoder—

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

Peter Black [R]

153

Section 234, page 101, after line 13, insert—

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

Adran 234, tudalen 101, ar ôl llinell 14, mewnosoder—

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



Peter Black [R]

154

Section 234, page 101, after line 13, insert –

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

Adran 234, tudalen 101, ar ôl llinell 14, mewnosoder –

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

Jocelyn Davies

58

Page 101, after line 13, insert a new section –

‘Rent increases

[] Rent increases

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

Tudalen 101, ar ôl llinell 14, mewnosoder adran newydd –

‘Cynyddu rhenti

[] Cynyddu rhenti

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

Peter Black [R]

155

Page 101, after line 13, insert a new section –

[] Alternative dispute resolution

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

Tudalen 102, ar ôl llinell 6, mewnosoder adran newydd –

[] Dulliau amgen o ddatrys anghydfodau

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



Mark Isherwood

189

Page 101, after line 13, insert a new section –

[] Advice and alternative dispute resolution

- (1) A contract-holder may refer any matter within subsection (2) to a body appointed in accordance with subsection (3).
- (2) The matters are –
 - (a) the amount of rent payable under the contract, and
 - (b) the state of repair or fitness for human habitation of the dwelling.
- (3) The body must be appointed by the Welsh Ministers by regulations.
- (4) The body will have power to do any of the following –
 - (a) advise the contract-holder;
 - (b) seek to resolve matters between the contract-holder and the landlord without recourse to legal proceedings;
 - (c) order the landlord to comply with its obligations in sections 91 and 92 of this Act.
- (5) An order under subsection (4)(c) is enforceable as if it were an order of the court.
- (6) Nothing in subsection (4)(a) or (b) affects the right of a contract-holder to issue proceedings in the court against the landlord.’.

Tudalen 101, ar ôl llinell 14, mewnosoder adran newydd –

[] Cyngor a dulliau amgen o ddatrys anghydfodau

- (1) Caiff deiliad contract gyfeirio unrhyw fater o fewn is-adran (2) at gorff a benodir yn unol ag is-adran (3).
- (2) Y materion yw –
 - (a) swm y rhent sy’n daladwy o dan y contract, a
 - (b) cyflwr yr annedd neu ba mor ffit yw’r annedd i bobl fyw ynddi.
- (3) Rhaid i’r corff gael ei benodi gan Weinidogion Cymru drwy reoliadau.
- (4) Bydd gan y corff bŵer i wneud unrhyw un o’r canlynol –
 - (a) rhoi cyngor i ddeiliad y contract;
 - (b) ceisio datrys materion rhwng deiliad y contract a’r landlord heb godi achos cyfreithiol;
 - (c) gorchymyn i’r landlord gydymffurfio â’i rwymedigaethau yn adrannau 91 a 92 o’r Ddeddf hon.
- (5) Mae gorchymyn o dan is-adran (4)(c) yn orfodadwy fel pe bai yn orchymyn gan y llys.
- (6) Nid oes dim yn is-adran (4)(a) neu (b) yn effeithio ar hawl deiliad contract i godi achos yn y llys yn erbyn y landlord.’.



Lesley Griffiths 36

Section 235, page 101, line 21, after 'entitled', insert '(whether alone or jointly)'.

Adran 235, tudalen 101, llinell 23, ar ôl 'hawl', mewnosoder '(boed ar ei ben ei hun neu ar y cyd)'.

Lesley Griffiths 37

Section 235, page 101, line 34, leave out 'is to be treated as entitling' and insert 'entitles'.

Adran 235, tudalen 101, llinell 37, hepgorer 'i'w thrin fel pe bai'n' a mewnosoder 'yn'.

Peter Black [R] 156

Page 105, after line 25, insert a new section –

[] The tribunal

In this Act "a tribunal" means a residential property tribunal.'

Tudalen 105, ar ôl llinell 27, mewnosoder adran newydd –

[] Y tribiwnlys

Yn y Ddeddf hon, ystyr "tribiwnlys" yw tribiwnlys eiddo preswyl.'

Peter Black [R] 157

Section 250, page 111, Table 2, after line 15, column 1, insert –
'tribunal ("*tribiwnlys*")'.

Adran 250, tudalen 111, Tabl 2, ar ôl llinell 14, colofn 1, mewnosoder –
'tribiwnlys ("*tribunal*")'.

Peter Black [R] 158

Section 250, page 111, Table 2, after line 15, column 2, insert –
'section [*new section to be inserted by amendment 156*]'

Adran 250, tudalen 111, Tabl 2, ar ôl llinell 14, colofn 2, mewnosoder –
'Adran [*yr adran newydd sy'n cael ei fewnosod gan welliant 156*]'

Peter Black [R] 159

Section 253, page 112, after line 20, insert –

'() section 22 (powers in relation to fundamental provisions),'

Adran 253, tudalen 112, ar ôl llinell 23, mewnosoder –

'() adran 22 (pwerau o ran darpariaethau sylfaenol),'



Peter Black [R] 160

Section 253, page 112, after line 20, insert –

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

Adran 253, tudalen 112, ar ôl llinell 23, mewnosoder –

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

Peter Black [R] 161

Section 253, page 112, after line 20, insert –

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

Adran 253, tudalen 112, ar ôl llinell 23, mewnosoder –

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

Peter Black [R] 162

Section 253, page 112, after line 22, insert –

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

Adran 253, tudalen 112, ar ôl llinell 25, mewnosoder –

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

Mark Isherwood 192

Section 253, page 112, after line 22, insert –

‘() section 135 (power to amend section 135(*[second subsection to be inserted by amendment 187]*)),’.

Adran 253, tudalen 112, ar ôl llinell 25, mewnosoder –

‘() adran 135 (pŵer i ddiwygio adran 135(*yr ail is-adran a fewnosod gan y gwelliant 187*)),’.

Mark Isherwood 193

Section 253, page 112, after line 24, insert –

‘() section (*section inserted by amendment 189*),’.

Adran 253, tudalen 112, ar ôl llinell 27, mewnosoder –

‘() adran (*yr adran sydd i'w mewnosod gan welliant 189*),’.

Mark Isherwood 194

Schedule 2, page 124, after line 38, insert –



- '(i) an arrangement under which an individual occupies a dwelling for the better performance of his or her duties under a contract of employment.'

Atodlen 2, tudalen 124, ar ôl llinell 39, mewnosoder –

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

Jocelyn Davies

59

Schedule 2, page 126, line 3, leave out paragraphs 11 to 12.

Atodlen 2, tudalen 126, llinell 4, hepgorer paragraffau 11 i 12.

Lesley Griffiths

78

Schedule 4, page 138, after line 33, insert –

'Written statement may address secure contract arising at end of introductory standard contract

- [] (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.
- (2) A written statement of the introductory standard contract may set out the terms of the secure contract by –
- (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
 - (b) separately setting out all of the terms of the secure contract.
- (3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a "relevant written statement") –
- (a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure contract,
 - (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
 - (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).
- (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.



- [] (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).
- (2) Section 108(1) to (5) (limit on variation) applies in relation to such a variation.
- (3) Sections 109(1) to (3) and 110 (written statement of variation) apply in relation to such a variation.
- (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.
- (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”.
- (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 –
- (a) must be incorporated, and
 - (b) must not be incorporated with modifications.’.

Atodlen 4, tudalen 138, ar ôl llinell 33, mewnosoder –

‘Caiff datganiad ysgrifenedig ymdrin â chontract diogel sy’n codi ar ddiwedd contract safonol rhagarweiniol

- [] (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.
- (2) Caiff datganiad ysgrifenedig o’r contract safonol rhagarweiniol nodi telerau’r contract diogel drwy –
- (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
 - (b) nodi holl delerau’r contract diogel ar wahân.
- (3) Pan fo datganiad ysgrifenedig o gontract safonol rhagarweiniol yn ymdrin â’r contract diogel yn unol ag is-baragraff (2) (“datganiad ysgrifenedig perthnasol”) –
- (a) nid yw’r datganiad ysgrifenedig perthnasol yn anghywir (gweler adran 37) ond am ei fod yn ymdrin â’r contract diogel,
 - (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
 - (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).



- (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.
- [] (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).
- (2) Mae adran 108(1) i (5) (cyfyngiad ar amrywio) yn gymwys mewn perthynas ag amrywiad o'r fath.
- (3) Mae adrannau 109(1) i (3) a 110 (datganiad ysgrifenedig yn cofnodi amrywiad) yn gymwys mewn perthynas ag amrywiad o'r fath.
- (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 a fydd yn daladwy o dan y contract diogel.
- (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".
- (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; mae adran 20 yn darparu—
- (a) bod rhaid i'r paragraff hwn gael ei ymgorffori, a
 - (b) na chaniateir i'r paragraff hwn gael ei ymgorffori gydag addasiadau.'

Lesley Griffiths

38

Schedule 4, page 138, line 35, leave out 'becomes' and insert 'ends and is replaced with'.

Atodlen 4, tudalen 138, llinell 35, hepgorer 'yn' yn y trydydd lle y mae'n ymddangos a mewnosoder 'i ben ac yn cael ei ddisodli gan'.

Lesley Griffiths

79

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 [the first paragraph inserted by amendment 78](2)'.

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)'.

WITHDRAWN/TYNNWYD YN ÔL

Lesley Griffiths

39

Schedule 4, page 139, after line 9, insert—



- '(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.'

Atodlen 4, tudalen 139, ar ôl llinell 8, mewnosoder –

- '(5) Nid yw'r gofyniad yn adran 39(1) (rhaid i'r landlord roi cyfeiriad cyswllt i ddeiliad y contract ar ddechrau'r contract) yn gymwys.'

Lesley Griffiths

80

Schedule 4, page 139, after line 9, insert –

'Landlord's duty to give address at start of contract does not apply in relation to secure contract

- 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.'

Atodlen 4, tudalen 139, ar ôl llinell 8, mewnosoder –

'Nid yw'r ddyletswydd ar landlord i roi cyfeiriad ar ddechrau contract yn gymwys mewn perthynas â chontract diogel

- 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 disodli contract safonol rhagarweiniol.'

Lesley Griffiths

40

Schedule 5, page 142, after line 32, insert –

- '() an occupation contract is replaced with another occupation contract under –
- (i) section 12(3) (standard contract is replaced with secure contract on adoption by community landlord),
 - (ii) section 16(1) (end of introductory standard contract),
 - (iii) an order under section 116 (court order imposing prohibited conduct standard contract), or
 - (iv) section 117(1) (end of prohibited conduct standard contract), or'

Atodlen 5, tudalen 142, ar ôl llinell 33, mewnosoder –

- '() os disodlir contract meddiannaeth gan gontract meddiannaeth arall o dan –
- (i) adran 12(3) (contract safonol yn cael ei ddisodli gan gontract diogel pan fo landlord cymunedol yn ei fabwysiadu),
 - (ii) adran 16(1) (diwedd contract safonol rhagarweiniol),
 - (iii) gorchymyn o dan adran 116 (gorchymyn llys sy'n arddodi contract safonol ymddygiad gwaharddedig), neu
 - (iv) adran 117(1) (diwedd contract safonol ymddygiad gwaharddedig), neu '



Lesley Griffiths 41

Schedule 7, page 148, line 28, leave out 'made with the landlord'.

Atodlen 7, tudalen 148, llinell 28, hepgorer 'a wneir â'r landlord'.

Lesley Griffiths 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.'

Lesley Griffiths 42

Schedule 7, page 152, line 26, leave out 'becomes' and insert 'ends and is replaced with'.

Atodlen 7, tudalen 152, llinell 27, hepgorer 'yn' a mewnosoder 'i ben ac yn cael ei ddisodli gan'.

Lesley Griffiths 43

Schedule 7, page 153, after line 2, insert –

'(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.'

Atodlen 7, tudalen 153, ar ôl llinell 2, mewnosoder –

'(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.'

Lesley Griffiths 75

Schedule 1, page 118, Table 4, after line 25, column 1, insert –

'Paragraph [*the second paragraph inserted by amendment 78*] of Schedule 4'.

Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 1, mewnosoder –

'Paragraff [*yr ail baragraff a fewnosodir gan welliant 78*] o Atodlen 4'.

Lesley Griffiths 76

Schedule 1, page 118, Table 4, after line 25, column 2, insert –

'Variation of secure contract addressed in written statement of introductory standard contract'.

Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 2, mewnosoder –



'Amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol'.

Lesley Griffiths

77

Schedule 1, page 118, Table 4, after line 25, column 3, insert –

'Only applies to introductory standard contracts where the written statement addresses the secure contract that may arise at the end of the introductory period, in accordance with paragraph [*the first paragraph inserted by amendment 78*](2) of Schedule 4.'

Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 3, mewnosoder –

'Nid yw ond yn gymwys i gontractau safonol rhagarweiniol pan fo'r datganiad ysgrifenedig yn ymdrin â'r contract diogel a allai godi ar ddiwedd y cyfnod rhagarweiniol, yn unol â pharagraff [*y paragraff cyntaf a fewnosodir gan welliant 78*](2) o Atodlen 4.'

