

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 3 Tachwedd 2015
Tabled on 3 November 2015

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

Jocelyn Davies 167

Section 20, page 10, line 1, after 'incorporated', insert ', in the reasonable opinion of the contract-holder,'.

Adran 20, tudalen 10, llinell 1, ar ôl 'hymgorffori', mewnosoder ', ym marn resymol deiliad y contract,'.

Jocelyn Davies 168

Section 20, page 10, line 7, after 'modifications', insert ', in the reasonable opinion of the contract-holder,'.

Adran 20, tudalen 10, llinell 6, ar ôl 'hymgorffori', mewnosoder ', ym marn resymol deiliad y contract,'.

Jocelyn Davies 169

Section 23, page 11, line 31, after '131', insert 'and [section to be inserted by amendment 187]'.

Adran 23, tudalen 11, llinell 31, ar ôl '131', mewnosoder 'ac [adran sy'n cael ei mewnosod gan welliant 187]'.

Jocelyn Davies 170

Section 34, page 15, line 21, leave out—

'contract-holder may apply to the court for a declaration as to the terms of the contract.'



- (2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.
- (3) If the contract-holder makes a claim of a kind mentioned in subsection (2), the court must determine that claim.
- (4) Subsection (3) does not apply if the landlord's failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (5) The court may –
 - (a) attach a statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a written statement'

and insert –

'contract is to be treated as being in the form of the appropriate model contract issued by the Welsh Ministers under section 29.

- () In this section "appropriate" means the model contract for the kind or description of contract which most closely corresponds to the nature'.

Adran 34, tudalen 15, llinell 21, hepgorer –

'caiff deiliad y contract wneud cais i'r llys am ddatganiad llys ynghylch telerau'r contract.

- (2) Pan wneir cais o dan is-adran (1) mae pob darpariaeth sylfaenol ac atodol sy'n gymwys i'r contract i'w thrin fel pe bai wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, oni bai bod deiliad y contract yn honni nad oedd wedi ei hymgorffori neu'n honni ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi.
- (3) Os yw deiliad y contract yn gwneud honiad o fath a grybwyllir yn is-adran (2), rhaid i'r llys ddyfarnu ar yr honiad hwnnw.
- (4) Nid yw is-adran (3) yn gymwys os gellir priodoli methiant y landlord i gydymffurfio ag adran 31 i weithred neu anwaith ar ran deiliad y contract.
- (5) Caiff y llys –
 - (a) cysylltu datganiad o'r contract meddiannaeth i'w ddatganiad, neu
 - (b) gorchymyn i'r landlord roi datganiad ysgrifenedig o'r contract i ddeiliad'

a mewnosoder –

'mae'r contract i'w drin fel petai ar ffurf y contract enghreifftiol priodol a ddyroddir gan Weinidogion Cymru o dan adran 29.

- () Yn yr adran hon, ystyr "priodol" yw'r contract enghreifftiol ar gyfer y math neu ddisgrifiad o gontract sydd yn cyfateb agosaf i natur'.

Jocelyn Davies

171

Section 55, page 24, line 7, after 'causing', insert 'harassment'.

Adran 55, tudalen 24, llinell 7, ar ôl 'beri', mewnosoder 'aflonyddwch,'.



Jocelyn Davies 172

Section 55, page 24, line 12, after 'causing', insert 'harassment,'.

Adran 55, tudalen 24, llinell 13, ar ôl 'beri', mewnosoder 'aflonyddwch,'.

Jocelyn Davies 173

Section 55, page 24, line 17, after 'causing', insert 'harassment,'.

Adran 55, tudalen 24, llinell 18, ar ôl 'beri', mewnosoder 'aflonyddwch,'.

Jocelyn Davies 174

Section 55, page 24, after line 25, insert –

'() The prohibitions placed on the contract-holder by subsections (1) to (4) apply also to any person who is living in or visiting the dwelling.'

Adran 55, tudalen 24, ar ôl llinell 26, mewnosoder –

'() Mae'r gwaharddiadau y mae is-adrannau (1) i (4) yn eu gosod ar y deiliad contract yn gymwys hefyd i unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd.'

Jocelyn Davies 175

Section 55, page 24, line 27, after 'person', insert '(or any pet)'.

Adran 55, tudalen 24, llinell 28, ar ôl 'berson', mewnosoder '(neu unrhyw anifail anwes)'.

Jocelyn Davies 176

Section 145, page 64, line 28, 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 64, llinell 29, 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”.’.

Jocelyn Davies

177

Page 64, after line 36, 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 64, ar ôl llinell 37, 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

178

Page 64, after line 36, 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 64, ar ôl llinell 37, 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

179

Page 64, after line 36, 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 64, ar ôl llinell 37, 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

180

Page 64, after line 36, 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 [*section to be inserted by amendment 179*].
- (2) The report must be laid annually.’.

Tudalen 64, ar ôl llinell 37, 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 [*adran sy'n cael ei mewnosod gan welliant 179*].
- (2) Rhaid gosod yr adroddiad bob blwyddyn.’.

Jocelyn Davies

181

Page 70, 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 Antisocial 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 70, 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 Phlismaona 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 Phlismaona 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 Phlismaona 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 fangreodd 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

182

Section 203, page 86, after line 18, insert—

'() section [section to be inserted by amendment 181] (serious offences);'.

Adran 203, tudalen 86, ar ôl llinell 18, mewnosoder—

'() adran [adran sy'n cael ei mewnosod gan welliant 181] (troseddau difrifol);'.

Jocelyn Davies

183

Page 89, after line 23, insert a new section—

[] Serious offences

- (1) This section applies if—
 - (a) the landlord under a secure contract makes a possession claim on the ground in section [section to be inserted by amendment 181] (serious offences), and



(b) the court is satisfied that the ground is made out.

- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).'

Tudalen 89, ar ôl llinell 21, mewnosoder adran newydd –

[] Troseddau difrifol

(1) Mae'r adran hon yn gymwys os–

(a) yw'r landlord o dan gontract diogel yn gwneud hawliad meddiant ar y sail yn adran [*adran sy'n cael ei mewnosod gan welliant 181*] (troseddau difrifol), a

(b) yw'r llys yn fodlon bod y sail wedi ei phrofi.

- (2) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).'

***Jocelyn Davies**

184

Page 90, after line 27, insert a new section –

[] Serious offences

(1) This section applies if –

(a) the landlord under a standard contract makes a possession claim on the ground in section [*section to be inserted by amendment 181*] (serious offences), and

(b) the court is satisfied that the ground is made out.

- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).'

Tudalen 90, ar ôl llinell 29, mewnosoder adran newydd –

[] Troseddau difrifol

(1) Mae'r adran hon yn gymwys os–

(a) yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran [*adran sy'n cael ei mewnosod gan welliant 181*] (troseddau difrifol), a

(b) yw'r llys yn fodlon bod y sail wedi ei phrofi.

- (2) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).'

Jocelyn Davies

185

Section 215, page 91, line 30, 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 215, tudalen 91, llinell 30, 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, gŵyn 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 gŵyn yn ei chylch wedi ei lleoli;
 - ystyr “rhwymedigaethau’r landlord” yw’r rhwymedigaethau a bennir yn adran 91 neu 92’.

Jocelyn Davies

186

Section 235, page 102, after line 15, insert—

- ‘(8) The Welsh Ministers may make regulations restricting the fees which may be charged by an agent for preparing a notice or document under this section.’.

Adran 235, tudalen 102, ar ôl llinell 17, mewnosoder—

- ‘(8) Caiff Gweinidogion Cymru wneud rheoliadau yn cyfyngu ar y ffioedd y caniateir i asiant eu codi am baratoi hysbysiad neu ddogfen o dan yr adran hon.’.

Jocelyn Davies

187

Page 103, after line 6, 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 103, ar ôl llinell 6, 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.'

Jocelyn Davies

188

Section 255, page 114, after line 25, insert –

'() section 235 (power to restrict the fees of agents),'

Adran 255, tudalen 114, ar ôl llinell 28, mewnosoder –

'() adran 235 (pŵer i gyfyngu ar ffioedd asiantau),'

Mark Isherwood

189

Section 20, page 10, after line 26, insert –

'(5) When determining, for the purposes of subsection (1)(b), whether the position of the contract-holder is improved, regard must be had to the following factors –

- (a) the effect on the average contract-holder of the fundamental provision not being incorporated,
- (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 .

(6) Subsection (5) may be amended by regulations made by the Welsh Ministers.'

Adran 20, tudalen 10, ar ôl llinell 26, mewnosoder –

'(5) Wrth benderfynu, at ddibenion is-adran (1)(b), a yw sefyllfa deiliad y contract wedi gwella, rhaid rhoi sylw i'r ffactorau a ganlyn –

- (a) effaith peidio ag ymgorffori'r ddarpariaeth sylfaenol ar ddeiliad contract cyffredin,
- (b) unrhyw nodwedd warchoddedig, o fewn ystyr Deddf Cydraddoldeb 2010, deiliad y contract,
- (c) unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru, a



(d) unrhyw ganllawiau a ddyroddir gan yr Awdurdod Cystadleuaeth a Marchnadoedd.

(6) Caniateir diwygio is-adran (5) gan reoliadau a wneir gan Weinidogion Cymru.’

Mark Isherwood 190

Section 39, page 18, line 33, leave out ‘14’ and insert ‘21’.

Adran 39, tudalen 18, llinell 34, hepgorer ‘14’ a mewnosoder ‘21’.

Mark Isherwood 191

Section 39, page 18, line 38, leave out ‘14’ and insert ‘21’.

Adran 39, tudalen 18, llinell 38, hepgorer ‘14’ a mewnosoder ‘21’.

Mark Isherwood 192

Section 39, page 19, line 7, leave out ‘14’ and insert ‘21’.

Adran 39, tudalen 19, llinell 8, hepgorer ‘14’ a mewnosoder ‘21’.

Mark Isherwood 193

Section 54, page 23, line 36, after ‘interest’, insert ‘(“the superior landlord”)’.

Adran 54, tudalen 23, llinell 36, ar ôl ‘landlord’, mewnosoder ‘(“yr uwchlandlord”)’.

Mark Isherwood 194

Section 54, page 23, after line 37, insert—

‘() In the circumstances described in subsection (4) the superior landlord will be regarded as having interfered with the rights of both the landlord and of the contract-holder.’

Adran 54, tudalen 23, ar ôl llinell 37, mewnosoder—

‘() Yn yr amgylchiadau a ddisgrifir yn is-adran (4) ystyrir bod yr uwchlandlord wedi ymyrryd â hawliau’r landlord a hawliau deiliad y contract.’

Mark Isherwood 195

Section 55, page 24, line 26, leave out, ‘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), or

(b) allow, incite or encourage any person to act as mentioned in subsection (4).’

and insert—



'take reasonable steps to prevent a person who is living in or visiting the dwelling from acting as mentioned in subsections (1) to (3)'.

Adran 55, tudalen 24, llinell 27, hepgorer, '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), na
- (b) caniatáu, cymell nac annog unrhyw berson i ymddwyn fel y crybwyllir yn is-adran (4)'

a mewnosoder –

'gymryd camau rhesymol i atal person sy'n byw yn yr annedd neu'n ymweld â'r annedd rhag ymddwyn fel y crybwyllir yn is-adrannau (1) i (3)'.

Mark Isherwood

196

Section 84, page 39, line 2, leave out '14' and insert '21'.

Adran 84, tudalen 39, llinell 2, hepgorer '14' a mewnosoder '21'.

Mark Isherwood

197

Section 84, page 39, after line 19, insert –

- '(11) For the purposes of subsection (7) the relevant period may be extended by agreement between the landlord and the contract-holder by up to two months in the circumstances set out in subsection (12).
- (12) The circumstances are –
 - (a) the landlord requested an extension in writing at least ten days before the end of the relevant period, and
 - (b) the landlord gave reasons in writing for the request.
- (13) The relevant period will be extended in accordance with the landlord's request under subsection (12) if the contract-holder does not reply to the request within five days.
- (14) For the purposes of subsection (10) the period of one month referred to in that subsection may be extended to a maximum of two months by agreement between the landlord and the contract-holder in the circumstances set out in subsection (15).
- (15) The circumstances are –
 - (a) the landlord requested an extension in writing at least ten days before the end of the period of one month referred to in subsection (10), and
 - (b) the landlord gave reasons in writing for the request.
- (16) The two month period will be extended in accordance with the landlord's request under subsection (15) if the contract-holder does not reply to the request within five days.'

Adran 84, tudalen 39, ar ôl llinell 22, mewnosoder –



- '(11) At ddibenion is-adran (7) caniateir ymestyn y cyfnod perthnasol drwy gytundeb rhwng y landlord a deiliad y contract hyd at ddau fis yn yr amgylchiadau a bennir yn is-adran (12).
- (12) Yr amgylchiadau yw –
- (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng niwrnod cyn diwedd y cyfnod perthnasol, a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- (13) Caiff y cyfnod perthnasol ei ymestyn yn unol â chais y landlord o dan is-adran (12) os na fydd deiliad y contract yn ymateb i'r cais o fewn pum niwrnod.
- (14) At ddibenion is-adran (10) caniateir ymestyn y cyfnod o fis y cyfeirir ato yn yr is-adran honno i uchafswm o ddau fis drwy gytundeb rhwng y landlord a deiliad y contract yn yr amgylchiadau a bennir yn is-adran (15).
- (15) Yr amgylchiadau yw –
- (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng niwrnod cyn diwedd y cyfnod o fis y cyfeirir ato yn is-adran (10), a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- (16) Caiff y cyfnod o ddau fis ei ymestyn yn unol â chais y landlord o dan is-adran (15) os na fydd deiliad y contract yn ymateb i'r cais o fewn pum niwrnod.'

Mark Isherwood

198

Section 92, page 42, after line 23, insert –

- '(c) keep the dwelling wind and water tight, and
- (d) keep any fixtures, fittings and appliances in the dwelling which are provided by the landlord in a reasonable state of repair and in proper working order.'

Adran 92, tudalen 42, ar ôl llinell 25, mewnosoder –

- '(c) cadw'r annedd yn ddi-ddos ac yn ddiogel rhag y gwynt, a
- (d) cadw unrhyw osodion, ffitiadau ac offer yn yr annedd a ddarperir gan y landlord mewn cyflwr da ac yn gweithio'n iawn.'

Mark Isherwood

199

Section 92, page 42, after line 23, insert –

- '() In determining whether or not the landlord has complied with subsection (1) (*first paragraph to be inserted by amendment 198*) regard is to be had to the question of whether or not the dwelling was constructed or adapted in accordance with all applicable laws which were in force at the material time.
- () For the purposes of subsection (*first subsection to be inserted by this amendment*), "adapted" means when the dwelling was converted from a single dwelling into two or more dwellings.'



Adran 92, tudalen 42, ar ôl llinell 25, mewnosoder –

- () Wrth benderfynu a yw'r landlord wedi cydymffurfio ag is-adran (1) (*y paragraff cyntaf sy'n cael ei mewnosod gan welliant 198*) mae sylw i'w roi i'r cwestiwn pa un a yw'r annedd wedi ei hadeiladu neu ei haddasu yn unol â phob cyfraith gymwys a oedd mewn grym ar yr adeg berthnasol.
- () At ddibenion is-adran (*yr is-adran gyntaf sy'n cael ei mewnosod gan y gwelliant hwn*), ystyr "addasu" yw pan fo'r annedd wedi ei throï o fod yn un annedd yn ddwy annedd neu ragor.'.

Mark Isherwood

200

Section 92, page 42, line 24, leave out –

'landlord must –

- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
- (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either –
 - (i) forms part of any part of the building in which the landlord has an estate or interest, or
 - (ii) is owned by the landlord or is under the landlord's control'

and insert –

'landlord's obligations under subsection (1) apply only to the part of parts of the building which the landlord –

- () controls or owns, or
- () in which the landlord has an estate or interest.'

Adran 92, tudalen 42, llinell 26, hepgorer –

'rhaid i'r landlord –

- (a) cadw'r strwythur a'r tu allan i unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
- (b) cadw unrhyw osodiadau gwasanaeth sy'n gwasanaethu'r annedd yn uniongyrchol neu'n anuniongyrchol, ac sydd naill ai –
 - (i) yn ffurfio rhan o unrhyw ran o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, neu
 - (ii) yn eiddo i'r landlord neu o dan reolaeth y landlord, mewn cyflwr da ac yn gweithio'n iawn'

a mewnosoder –

'nid yw rhwymedigaethau'r landlord o dan is-adran (1) ond yn gymwys i'r rhan neu'r rhannau o'r adeilad –



- () sydd o dan reolaeth y landlord neu yn eiddo i'r landlord, neu
- () y mae gan y landlord ystâd neu fuddiant ynddi'.

Mark Isherwood **201**

Section 93, page 43, line 11, after '92', insert 'other than such obligations as are reasonably necessary to permit the landlord to comply with the obligations under section 91 or 92'.

Adran 93, tudalen 43, llinell 10, ar ôl '92', mewnosoder 'ac eithrio unrhyw rwymedigaethau sy'n rhesymol angenrheidiol i ganiatáu i'r landlord gydymffurfio â'r rhwymedigaethau o dan adran 91 neu 92'.

Mark Isherwood **202**

Page 43, line 16, leave out section 94.

Tudalen 43, llinell 15, hepgorer adran 94.

Mark Isherwood **203**

Section 94, page 43, after line 32, insert—

- '(4) Before prescribing matters under subsection (2) or making regulations under subsection (3) the Welsh Ministers must, for a minimum period of six months, carry out a public consultation exercise as to the proposed subject-matter of the prescribed matters or the regulations.
- (5) In carrying out the public consultation exercise, the Welsh Ministers must consult those persons or bodies who are likely to be affected by or have an interest in the subject-matter of the consultation.'

Adran 94, tudalen 43, ar ôl llinell 28, mewnosoder—

- '(4) Cyn rhagnodi materion o dan is-adran (2) neu wneud rheoliadau o dan is-adran (3) rhaid i Weinidogion Cymru, am isafswm cyfnod o chwe mis, gynnal ymgynghoriad cyhoeddus o ran pwnc y materion rhagnodedig neu'r rheoliadau.
- (5) Wrth gynnal yr ymgynghoriad cyhoeddus, rhaid i Weinidogion Cymru ymgynghori â'r personau neu'r cyrff hynny y mae pwnc yr ymgynghoriad yn debygol o effeithio arnynt neu y mae'n debygol y bydd ganddynt fuddiant ynddo.'

Mark Isherwood **204**

Section 127, page 57, after line 12, 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 127, tudalen 57, ar ôl llinell 12, 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.’

Mark Isherwood

205

Section 135, page 60, after line 31, 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 60, ar ôl llinell 33, 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.'.

Mark Isherwood

206

Page 88, after line 3, insert a new section –

[] Anti-social behaviour and other prohibited conduct

- (1) This section applies if the landlord under an occupation contract makes a possession claim relying on a breach of section 55 (anti-social behaviour and other prohibited conduct).
- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the conduct, as a result of which the claim is brought, ceased before the landlord made the possession claim.
- (4) If the landlord relies, wholly or partly, on the conduct of a person other than the contract-holder, the contract-holder must demonstrate compliance with section 55(5).
- (5) In considering the question of reasonableness, the court must, where appropriate, take into account whether or not the contract-holder is able to satisfy the court as to compliance with section 55(5).
- (6) Schedule 9 makes further provision as regards the reasonableness of making an order for possession.'.

Tudalen 88, ar ôl llinell 4, mewnosoder adran newydd –

[] Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract meddiannaeth yn gwneud hawliad meddiant gan ddibynnu ar dorri adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall).
- (2) Ni chaniateir i'r llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny.
- (3) Nid yw'r llys wedi ei atal rhag gwneud gorchymyn adennill meddiant ar y sail honno ond am fod yr ymddygiad sydd wedi arwain at yr hawliad wedi dod i ben cyn i'r landlord wneud yr hawliad meddiant.
- (4) Os yw'r landlord yn dibynnu, yn llwyr neu'n rhannol, ar ymddygiad person heblaw deiliad y contract, rhaid i ddeiliad y contract ddangos cydymffurfiaeth ag adran 55(5).
- (5) Wrth ystyried y cwestiwn o resymoldeb, rhaid i'r llys, os yw hynny'n briodol, ystyried pa un a yw deiliad y contract yn gallu bodloni'r llys o ran cydymffurfiaeth ag adran 55(5).
- (6) Mae Atodlen 9 yn gwnued darpariaeth bellach ynghylch rhesymoldeb gwneud gorchymyn adennill meddiant.



Mark Isherwood

207

Section 215, page 91, after line 33, insert—

- '(4) The court must not determine that the possession claim is a retaliatory claim if the Court is satisfied that any of the conditions in subsection (5) applies.
- (5) The conditions are—
- (a) the possession claim is not motivated by a desire to avoid complying with section 91 or 92,
 - (b) the landlord wishes to sell (or otherwise transfer his or her interest in) the dwelling, or
 - (c) the contract-holder is in breach of the contract.'

Adran 215, tudalen 91, ar ôl llinell 33, mewnosoder—

- '(4) Ni chaniateir i'r llys ddyfarnu bod yr hawliad meddiant yn hawliad dialgar os yw'r llys yn fodlon bod unrhyw un o'r amodau yn is-adran (5) yn gymwys.
- (5) Yr amodau yw—
- (a) nid yw'r hawliad meddiant wedi'i wneud er mwyn osgoi cydymffurfio ag adran 91 neu 92,
 - (b) mae'r landlord yn dymuno gwerthu'r annedd (neu fel arall am drosglwyddo ei fuddiant yn yr annedd), neu
 - (c) mae deiliad y contract wedi torri'r contract.'

Mark Isherwood

208

Page 103, after line 6, insert a new section—

'Advice and alternative dispute resolution

[] 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 103, ar ôl llinell 6, mewnosoder adran newydd –

‘Cyngor a dulliau amgen o ddatrys anghydfodau

[] 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.’.

Mark Isherwood

209

Section 255, page 114, after line 20, insert –

‘() section 20([second subsection inserted by amendment 189]) (power to amend section 20([first subsection to be inserted by amendment 189])),’.

Adran 255, tudalen 114, ar ôl llinell 23, mewnosoder –

‘() adran 20([yr ail is-adran sy’n cael ei mewnosod gan y gwelliant 189]) (pŵer i ddiwygio adran 20([yr is-adran gyntaf sy’n cael ei mewnosod gan y gwelliant 189])),’.

Mark Isherwood

210

Section 255, page 114, after line 23, insert –

‘() section 127 (power to amend section 127(second subsection to be inserted by amendment 204)),’.

Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder –

‘() adran 127 (pŵer i ddiwygio adran 127(yr ail is-adran sy’n cael ei mewnosod gan welliant 204)),’.



Mark Isherwood 211

Section 255, page 114, after line 23, insert –

‘() section 135 (power to amend section 135(*second subsection to be inserted by amendment 205*)),’.

Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder –

‘() adran 135 (pŵer i ddiwygio adran 135(*yr ail is-adran sy’n cael ei mewnosod gan welliant 205*)),’.

Mark Isherwood 212

Section 255, page 114, after line 25, insert –

‘() section (*section to be inserted by amendment 208*) (advice and alternative dispute resolution),’.

Adran 255, tudalen 114, ar ôl llinell 28, mewnosoder –

‘() adran (*yr adran sy’n cael ei mewnosod gan welliant 208*) (cyngor a dulliau amgen o ddatrys anghydfodau),’.

Mark Isherwood 213

Schedule 2, page 126, 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 126, 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.’.

Mark Isherwood 214

Schedule 2, page 126, after line 38, insert –

‘(i) a periodic probationary contract (see paragraph [*paragraph to be inserted by amendment 215*]),’.

Atodlen 2, tudalen 126, ar ôl llinell 39, mewnosoder –

‘(i) contract cyfnod prawf cyfnodol (gweler paragraff [*paragraff sy’n cael ei mewnosod gan welliant 215*]),’.

***Mark Isherwood** 215

Schedule 2, page 127, after line 35, insert –



'Periodic Probationary Contracts

- [] (1) A periodic probationary contract is an arrangement where –
- (a) the landlord has given notice to the occupier, before the occupation date, of an offer of a periodic probationary contract,
 - (b) the notice states that the contract will become a periodic standard contract after six months provided the landlord is satisfied with the conduct of the occupier;
 - (c) the arrangement is for a fixed period of six months or less as set out in the notice,
 - (d) the arrangement would otherwise be a tenancy or a licence if paragraph 8 did not apply to it, and
 - (e) the occupier has accepted the offer of a periodic probationary contract from the landlord.
- (2) The periodic probationary contract renews at the end of each period unless one of the circumstances in sub-paragraphs (3), (4) or (5) applies.
- (3) The circumstances are that the landlord has given notice to the occupier, that the periodic probationary contract will not be renewed (or replaced by a periodic standard contract) when the current period ends.
- (4) The circumstances are that the occupier has given notice to the landlord that she or he does not want the periodic probationary contract to be renewed at the end of its current period.
- (5) The circumstances are that six months have elapsed from the occupation date.
- (6) Where sub-paragraph (5) applies the periodic probationary contract will become a periodic standard contract.
- (7) Section 55 and Chapter 2 of Part 4 apply to periodic probationary contracts.
- (8) A notice given in accordance with sub-paragraphs (3) or (4) must be given in writing at least 7 days before the end of the current period of the periodic probationary contract.
- (9) In this Part the following definitions apply –
- (a) “occupier” is the person who is entitled to occupy the dwelling in accordance with the periodic probationary contract;
 - (b) “occupation date” is the date on which the occupier is first entitled to begin occupying the dwelling.’.

Atodlen 2, tudalen 127, ar ôl llinell 37, mewnosoder –

Contractau Cyfnod Prawf Cyfnodol

- 11 (1) Mae contract cyfnod prawf cyfnodol yn drefniant –
- (a) pan fo’r landlord wedi rhoi hysbysiad i’r meddiannydd, cyn y dyddiad meddiannu, o gynnig o gontract cyfnod prawf cyfnodol,
 - (b) pan fo’r hysbysiad yn datgan y bydd y contract yn dod yn gontract safonol cyfnodol ar ôl chwe mis cyn belled â bod y landlord yn fodlon ar ymddygiad y meddiannydd;



- (c) pan fo'r trefniant am gyfnod sefydlog o chwe mis neu lai fel y mae'r hysbysiad yn ei nodi,
 - (d) pan fyddai'r contract fel arall yn denantiaeth neu'n drwydded pe na bai paragraff 8 yn gymwys iddo, ac
 - (e) pan fo'r meddiannydd wedi derbyn y cynnig am gontract cyfnod prawf cyfnodol gan y landlord.
- (2) Bydd y contract cyfnod prawf cyfnodol yn adnewyddu ar ddiwedd pob cyfnod oni bai bod un o'r amgylchiadau ym is-baragraff (3), (4) neu (5) yn gymwys.
 - (3) Yr amgylchiadau yw bod y landlord wedi rhoi hysbysiad i'r meddiannydd na fydd y contract cyfnod prawf cyfnodol yn cael ei adnewyddu (neu ei ddisodli gan gontract safonol cyfnodol) pan fydd y cyfnod presennol yn dod i ben.
 - (4) Yr amgylchiadau yw bod y meddiannydd wedi rhoi hysbysiad i'r landlord nad yw am i'r contract cyfnod prawf cyfnodol gael ei adnewyddu ar ddiwedd ei gyfnod presennol.
 - (5) Yr amgylchiadau yw bod chwe mis wedi mynd heibio ers y dyddiad meddiannu.
 - (6) Pan fo is-baragraff (5) yn gymwys bydd y contract cyfnod prawf cyfnodol yn dod yn gontract safonol cyfnodol.
 - (7) Mae adran 55 a Phennod 2 o Ran 4 yn gymwys i gontractau cyfnod prawf cyfnodol.
 - (8) Rhaid i hysbysiad a roddir yn unol â is-baragraff (3) neu (4) gael ei roi mewn ysgrifen o leiaf 7 diwrnod cyn diwedd cyfnod presennol y contract cyfnod prawf cyfnodol.
 - (9) Yn y Rhan hwn mae'r diffiniadau canlynol yn gymwys –
 - (a) "meddiannydd" yw'r person y mae ganddo hawl i feddiannu'r annedd yn unol â'r contract cyfnod prawf cyfnodol;
 - (b) "dyddiad meddiannu" yw'r dyddiad y mae gan y meddiannydd hawl i ddechrau meddiannu'r annedd am y tro cyntaf.'

