

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

Lesley Griffiths

1

Section 12, page 6, line 27, leave out 'contract becomes a secure contract' and insert –
'existing contract –

- (a) ends when the community landlord becomes the landlord, and
- (b) is replaced with a secure contract that has an occupation date falling immediately after the existing contract ends,'.

Adran 12, tudalen 6, llinell 28, hepgorer 'yn dod yn gontract diogel' a mewnosoder –
'sydd eisoes yn bodoli –

- (a) yn dod i ben pan fydd y landlord cymunedol yn dod yn landlord, a
- (b) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r contract sydd eisoes yn bodoli ddod i ben'.

Peter Black [R]

82

Section 14, page 7, line 20, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 7, llinell 22, hepgorer 'i'r llys sirol' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

83

Section 14, page 7, line 24, leave out 'The county court' and insert 'A tribunal'.

Adran 14, tudalen 7, llinell 26, hepgorer 'y llys sirol' a mewnosoder 'tribiwnlys'.

Peter Black [R]

84

Section 14, page 7, line 31, leave out 'The county court' and insert 'A tribunal'.

Adran 14, tudalen 7, llinell 32, hepgorer 'y llys sirol' a mewnosoder 'tribiwnlys'.

Peter Black [R]

85

Section 14, page 7, line 32, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 7, llinell 33, hepgorer 'i'r llys sirol' a mewnosoder 'i dribiwnlys'.



Peter Black [R] 86

Section 14, page 7, line 34, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 7, llinell 36, hepgorer 'yw'r llys sirol' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 87

Section 14, page 7, line 36, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 7, llinell 38, hepgorer 'yw'r llys sirol' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 88

Section 14, page 8, line 4, leave out 'the county court' and insert 'a tribunal'.

Adran 14, tudalen 8, llinell 4, hepgorer 'mae'r llys sirol' a mewnosoder 'mae tribiwnlys'.

Lesley Griffiths 2

Section 16, page 8, leave out line 21 and insert –

'() if it subsists immediately before the end of that period –

(i) ends at the end of that period, and

(ii) is replaced with a secure contract that has an occupation date falling immediately after that period ends.'

Adran 16, tudalen 8, hepgorer llinell 21 a mewnosoder –

'() os yw'n bodoli yn union cyn diwedd y cyfnod hwnnw –

(i) yn dod i ben ar ddiwedd y cyfnod hwnnw, a

(ii) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r cyfnod hwnnw ddod i ben.'

Jocelyn Davies 44

Section 20, page 9, line 28, after 'incorporated', insert ', in the reasonable opinion of the contract-holder,'.

Adran 20, tudalen 9, llinell 30, ar ôl 'hymgorffori', mewnosoder ', ym marn resymol deiliad y contract,'.

Jocelyn Davies 45

Section 20, page 9, line 34, after 'modifications', insert ', in the reasonable opinion of the contract-holder,'.

Adran 20, tudalen 9, llinell 35, ar ôl 'hynny', mewnosoder ', ym marn resymol deiliad y contract,'.



Lesley Griffiths

60

Section 20, page 10, after line 12, insert—

- '(m) paragraph [*the second paragraph inserted by amendment 78*] of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).'

Adran 20, tudalen 10, ar ôl llinell 13, mewnosoder—

- '(m) paragraff [*yr ail baragraff a fewnosodir gan welliant 78*] o Atodlen 4 (amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol).'

Jocelyn Davies

46

Section 23, page 11, line 19, after '131', insert 'and [*section to be inserted by amendment 58*]'.

Adran 23, tudalen 11, llinell 19, ar ôl '131', mewnosoder 'ac [*adran i'w mewnosod gan welliant 58*]'.

Jocelyn Davies

47

Section 29, page 13, line 10, leave out 'may' and insert 'must'.

Adran 29, tudalen 13, llinell 11, hepgorer 'Caiff Gweinidogion' a mewnosoder 'Rhaid i Weinidogion'.

Peter Black [R]

89

Section 31, page 14, after line 13, insert—

- '() The written statement under subsection (1) must be provided in electronic form unless the tenant requests a paper copy.
- () The written statement under subsection (1) must comply with such conditions as may be prescribed.
- () Sections 233 and 234 of this Act do not apply to the written statement.'

Adran 31, tudalen 14, ar ôl llinell 13, mewnosoder—

- '() Rhaid i'r datganiad ysgrifenedig o dan is-adran (1) gael ei ddarparu ar ffurf electronig oni bai bod y tenant yn gofyn am gopi papur.
- () Rhaid i'r datganiad ysgrifenedig o dan is-adran (1) gydymffurfio ag unrhyw amodau a gaiff eu rhagnodi.
- () Nid yw adrannau 233 a 234 o'r Ddeddf hon yn gymwys i'r datganiad ysgrifenedig.'

Jocelyn Davies

48

Section 34, page 15, line 11, 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 of the contract.

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 of the contract. ’.

Adran 34, tudalen 15, llinell 11, 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 addasi-adau 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 gydymf-furio 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 y contract.

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 y contract. ’.

Peter Black [R]

90

Section 34, page 15, line 11, leave out ‘the court’ and insert ‘a tribunal’.



Adran 34, tudalen 15, llinell 11, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

91

Section 34, page 15, line 17, leave out 'the court' and insert 'a tribunal'.

Adran 34, tudalen 15, llinell 17, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

92

Section 34, page 15, line 21, leave out 'The court' and insert 'A tribunal'.

Adran 34, tudalen 15, llinell 21, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R]

93

Section 36, page 16, line 10, leave out 'the court' and insert 'a tribunal'.

Adran 36, tudalen 16, llinell 10, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

94

Section 36, page 16, line 28, leave out 'the court' and insert 'a tribunal'.

Adran 36, tudalen 16, llinell 29, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

95

Section 36, page 16, line 32, leave out 'The court' and insert 'A tribunal'.

Adran 36, tudalen 16, llinell 32, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R]

96

Section 36, page 16, line 36, leave out 'the court' and insert 'a tribunal'.

Adran 36, tudalen 16, llinell 36, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R]

97

Section 36, page 17, line 2, leave out 'the court; and the court' and insert 'a tribunal; and a tribunal'.

Adran 36, tudalen 17, llinell 2, hepgorer 'y llys; a chaiff y llys' a mewnosoder 'dribiwnlys; a chaiff tribiwnlys'.



Peter Black [R]

98

Section 37, page 17, line 6, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 6, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Lesley Griffiths

61

Section 37, page 17, after line 14, insert –

- '() But a written statement is not incorrect merely because it does not set out a term varied in accordance with the contract or by or as a result of an enactment if –
- (a) a written statement of the term varied was given in accordance with section 109, 128 or 136, or
 - (b) notice of the variation was given in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6) (variation of secure contracts) or section 123, 124(2) to (4) or 126(1) to (3) (variation of periodic standard contracts).'

Adran 37, tudalen 17, ar ôl llinell 15, mewnosoder –

- '() Ond nid yw datganiad ysgrifenedig yn anghywir ond am nad yw'n nodi telor a amrywiwyd yn unol â'r contract neu drwy neu o ganlyniad i ddeddfiad, os rhoddwyd –
- (a) datganiad ysgrifenedig o'r telor a amrywiwyd yn unol ag adran 109, 128 neu 136, neu
 - (b) hysbysiad o'r amrywiad yn unol ag adran 104, 105(2) i (4) neu 107(1)(b) a (2) i (6) (amrywio contractau diogel) neu adran 123, 124(2) i (4) neu 126(1) i (3) (amrywio contractau safonol cyfnodol).'

Peter Black [R]

99

Section 37, page 17, line 15, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 16, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

100

Section 37, page 17, line 17, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 18, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R]

101

Section 37, page 17, line 19, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 20, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.



Peter Black [R] 102

Section 37, page 17, line 21, leave out 'The court' and insert 'A tribunal'.

Adran 37, tudalen 17, llinell 22, hepgorer 'llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 103

Section 37, page 17, line 25, leave out 'the court' and insert 'a tribunal'.

Adran 37, tudalen 17, llinell 26, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 104

Section 37, page 17, line 29, leave out 'the court; and the court' and insert 'a tribunal; and a tribunal'.

Adran 37, tudalen 17, llinell 30, hepgorer 'y llys; a chaiff y llys' a mewnosoder 'dribiwnlys; a chaiff tribiwnlys'.

Peter Black [R] 105

Section 38, page 17, line 38, leave out 'the court' and insert 'a tribunal'.

Adran 38, tudalen 17, llinell 39, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 106

Section 38, page 18, line 1, leave out 'The court' and insert 'A tribunal'.

Adran 38, tudalen 18, llinell 1, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 107

Section 38, page 18, line 4, leave out 'the court' and insert 'a tribunal'.

Adran 38, tudalen 18, llinell 4, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Lesley Griffiths 3

Section 38, page 18, line 5, leave out 'to be treated as'.

Adran 38, tudalen 18, llinell 5, hepgorer 'i'w thrin fel pe bai'.

Peter Black [R] 108

Section 38, page 18, line 8, leave out 'the court' and insert 'a tribunal'.



Adran 38, tudalen 18, llinell 8, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

109

Section 38, page 18, line 10, leave out 'The court' and insert 'A tribunal'.

Adran 38, tudalen 18, llinell 10, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Mark Isherwood

168

Section 39, page 18, line 16, leave out '14' and insert '30'.

Adran 39, tudalen 18, llinell 18, hepgorer '14' a mewnosoder '30'.

Lesley Griffiths

62

Section 39, page 18, line 18, leave out 'in the United Kingdom'.

Adran 39, tudalen 18, llinell 16, hepgorer 'yn y Deyrnas Unedig'.

Mark Isherwood

169

Section 39, page 18, line 21, leave out '14' and insert '30'.

Adran 39, tudalen 18, llinell 21, hepgorer '14' a mewnosoder '30'.

Lesley Griffiths

63

Section 39, page 18, line 22, after 'identity', insert 'and of an address to which the contract-holder may send documents that are intended for the new landlord'.

Adran 39, tudalen 18, llinell 21, ar ôl 'newid', mewnosoder 'a'i hysbysu o gyfeiriad y gall deiliad y contract anfon dogfennau a fwriedir ar gyfer y landlord newydd iddo'.

Lesley Griffiths

64

Section 39, page 18, after line 22, insert—

'() If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.'

Adran 39, tudalen 18, ar ôl llinell 22, mewnosoder—



- () Os yw'r cyfeiriad y gall deiliad y contract anfon dogfennau a fwriedir ar gyfer y landlord iddo yn newid, rhaid i'r landlord hysbysu deiliad y contract o'r cyfeiriad newydd, a hynny cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r cyfeiriad yn newid.'

Peter Black [R]

110

Gyda chefnogaeth/ Supported by: Mark Isherwood

Section 39, page 18, line 24, leave out 'notice that he or she has become the contract-holder under the contract' and insert 'the written statement required by section 31'.

Adran 39, tudalen 18, llinell 23, hepgorer 'hysbysiad i ddeiliad newydd y contract ei fod wedi dod yn ddeiliad y contract o dan y contract' a mewnosoder 'i ddeiliad newydd y contract y datganiad ysgrifenedig sy'n ofynnol o dan adran 31'.

Mark Isherwood

170

Section 39, page 18, line 26, leave out '14' and insert '30'.

Adran 39, tudalen 18, llinell 26, hepgorer '14' a mewnosoder '30'.

Lesley Griffiths

4

Section 39, page 18, line 28, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.

Adran 39, tudalen 18, llinell 28, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.

Peter Black [R]

111

Gyda chefnogaeth/ Supported by: Mark Isherwood

Section 40, page 18, line 34, leave out 'under section 87'.

Adran 40, tudalen 18, llinell 34, hepgorer 'o dan adran 87'.

Peter Black [R]

112

Gyda chefnogaeth/ Supported by: Mark Isherwood

Section 40, page 18, line 35, leave out 'payable in respect of the relevant date and every day after the relevant date until –

- (a) the day on which the landlord gives the notice in question, or
- (b) if earlier, the last day of the period of two months starting with the relevant date',

and insert –



'to be determined by a tribunal and must not exceed an amount equal to two months' rent'.

Adran 40, tudalen 18, llinell 35, hepgorer 'yn daladwy ar gyfer y dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol –

- (a) hyd y diwrnod y mae'r landlord yn rhoi'r hysbysiad dan sylw, neu
- (b) os yw'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol',

a mewnosoder –

'i'w ddyfarnu gan dribiwnlys a rhaid iddo beidio â bod yn fwy na swm sy'n cyfateb i ddau fis o rent'.

Peter Black [R]

113

Gyda chefnogaeth / Supported by: Mark Isherwood

Section 40, page 19, line 1, leave out 'if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b)' and insert 'at such rate as may be determined by a tribunal'.

Adran 40, tudalen 19, llinell 1, hepgorer 'os yw'r landlord wedi methu â rhoi'r hysbysiad i ddeiliad y contract ar y diwrnod y cyfeirir ato yn is-adran (2)(b) neu cyn hynny' a mewnosoder 'ar y raddfa a gaiff ei dyfarnu gan dribiwnlys'.

Mark Isherwood

171

Section 40, page 19, line 1, leave out –

'if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).

- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice',

and insert –

'at such rate as may be determined by a tribunal'.

Adran 40, tudalen 19, llinell 1, hepgorer –

'os yw'r landlord wedi methu â rhoi'r hysbysiad i ddeiliad y contract ar y diwrnod y cyfeirir ato yn is-adran (2)(b) neu cyn hynny.

- (4) Mae'r llog yn dechrau cronni ar y diwrnod y cyfeirir ato yn is-adran (2)(b), ar y raddfa sy'n bodoli o dan adran 6 o Ddeddf Talu Dyledion Masnachol yn Hwyr (Llog) 1998 (p.20) ar ddiwedd y diwrnod hwnnw.



(5) Y dyddiad perthnasol yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r hysbysiad cyn iddo ddod i ben',
a mewnosoder –
'ar y raddfa a gaiff ei dyfarnu gan dribiwnlys'.

Peter Black [R]

114

Gyda chefnogaeth / Supported by: Mark Isherwood

Section 40, page 19, line 3, leave out subsections (4) to (5).

Adran 40, tudalen 19, llinell 3, hepgorer is-adrannau (4) hyd at (5).

Mark Isherwood

172

Section 45, page 20, line 20, leave out '(and any person who has paid the deposit on his or her behalf)'.

Adran 45, tudalen 20, llinell 20, hepgorer '(ac i unrhyw berson sydd wedi talu'r blaendal ar ei ran)'.

Mark Isherwood

173

Section 45, page 20, line 25, leave out '(and the rights of any person who has paid the deposit on his or her behalf)'.

Adran 45, tudalen 20, llinell 25, hepgorer '(a hawliau unrhyw berson sydd wedi talu'r blaendal ar ei ran)'.

Mark Isherwood

174

Section 54, page 23, line 13, leave out –

'or

- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,'.

Adran 54, tudalen 23, llinell 11, hepgorer –

'neu

- (b) sydd â buddiant yn yr annedd, neu ran ohoni, sy'n rhagori ar fuddiant y landlord,'.

Peter Black [R]

115

Section 55, page 24, after line 5, insert –

- '() The contract-holder must not engage in gender-based violence, domestic abuse or sexual violence in the dwelling or in the locality of the dwelling.



- () For the purposes of subsection (*first subsection to be inserted by this amendment*) it is irrelevant whether or not the victim of the gender-based violence, domestic abuse or sexual violence lives in the dwelling or in the locality of the dwelling.
- () For the purposes of subsection (*first subsection to be inserted by this amendment*) “abuse”, “domestic abuse” “gender-based violence” and “sexual violence” have the same meaning as in the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015.’.

Adran 55, tudalen 24, ar ôl llinell 5, mewnosoder –

- ‘() Rhaid i ddeiliad y contract beidio â chyflawni trais ar sail rhywedd, cam-drin domestig na thrais rhywiol yn yr annedd nac yn ardal yr annedd.
- () At ddibenion is-adran (*yr is-adran gyntaf sydd i’w mewnosod gan y gwelliant hwn*) mae’n amherthnasol a yw’r sawl a ddiodefodd y trais ar sail rhywedd, cam-drin domestig neu drais rhywiol yn byw yn yr annedd neu yn ardal yr annedd.
- () At ddibenion is-adran (*yr is-adran gyntaf sydd i’w mewnosod gan y gwelliant hwn*) mae i “cam-drin”, “cam-drin domestig”, “trais ar sail rhywedd” a “trais rhywiol” yr un ystyron â’r hyn a nodir yn Neddf Trais yn erbyn Menywod, Cam-drin Domestig a Thrais Rhywiol (Cymru) 2015.’.

Jocelyn Davies

163

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

‘The contract holder must not –

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

and insert –

‘No person visiting or residing in the dwelling must –

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

Adran 55, tudalen 24, llinell 6, hepgorer –

‘Rhaid i ddeiliad y contract beidio –

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

a mewnosoder –

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

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

Jocelyn Davies

164

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

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



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

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

Lesley Griffiths

5

Section 61, page 25, line 30, leave out 'to be treated as'.

Adran 61, tudalen 25, llinell 31, hepgorer 'i'w drin fel pe na bai'.

Lesley Griffiths

6

Section 61, page 26, line 2, leave out 'made with the landlord'.

Adran 61, tudalen 26, llinell 2, hepgorer 'a wneir â'r landlord'.

Lesley Griffiths

7

Section 61, page 26, line 9, leave out 'sub-occupation contract is to be treated as a periodic standard contract with the characteristics mentioned in that subsection in any question arising between the sub-holder and any person other than the contract-holder' and insert 'head landlord must notify the contract-holder and the sub-holder of that choice'.

Adran 61, tudalen 26, llinell 8, hepgorer 'mae'r contract isfeddiannaeth i'w drin fel contract safonol cyfnodol sydd â'r nodweddion a grybwyllir yn yr is-adran honno o ran unrhyw gwestiwn sy'n codi rhwng yr isddeiliad ac unrhyw berson heblaw deiliad y contract' a mewnosoder 'rhaid i'r prif landlord hysbysu deiliad y contract a'r isddeiliad am y dewis hwnnw'.

Lesley Griffiths

8

Section 61, page 26, after line 11, insert –

- (5) The head landlord may only give notice under subsection (4) after the sub-occupation contract is made and before the end of the period of two months starting with the day on which the head contract ends.
- (6) If the head landlord gives notice in accordance with subsections (4) and (*first subsection inserted by this amendment*), the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (3) in any question arising between the sub-holder and any person other than the contract-holder. '

Adran 61, tudalen 26, ar ôl llinell 10, mewnosoder –

- (5) Dim ond ar ôl i'r contract isfeddiannaeth gael ei wneud a chyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r prif contract yn dod i ben y caiff y prif landlord roi hysbysiad o dan is-adran (4).



- (6) Os yw'r prif landlord yn rhoi hysbysiad yn unol ag is-adrannau (4) a ([yr is-adran gyntaf a fewnosodir gan y gwelliant hwn]), mae'r contract i'w drin fel contract safonol cyfnodol sydd â'r nodweddiad a grybwyllir yn is-adran (3) o ran unrhyw gwestiwn sy'n codi rhwng yr isddeiliad ac unrhyw berson heblaw deiliad y contract.'

Lesley Griffiths

9

Section 62, page 26, line 23, after '31(3)', insert '(and subsection ([second subsection inserted by amendment 10]) of this section does not apply).'

Adran 62, tudalen 26, llinell 23, ar ôl '31(3)', mewnoder '(ac nad yw is-adran ([yr ail is-adran a fewnosodir gan welliant 10]) o'r adran hon yn gymwys).'

Lesley Griffiths

10

Section 62, page 26, after line 25, insert—

- '() Subsection ([second subsection inserted by this amendment]) applies where—
- (a) a head landlord has given notice in accordance with section 61(4) and ([first subsection inserted by amendment 8]) in relation to a contract, and
 - (b) the contract continues because of subsection (2)(a) of this section.
- () Where this subsection applies, for the purposes of sections 31(1) and 35(6)(a) (written statement of contract) the occupation date of the contract is to be treated—
- (a) if the notice mentioned in section 61(4) is given to the sub-holder before the end of the head contract, as the day on which the head contract ends;
 - (b) if the notice is given to the sub-holder on or after the day on which the head contract ends, as the day on which the notice is given.'

Adran 62, tudalen 26, ar ôl llinell 25, mewnoder—

- '() Mae is-adran ([yr ail is-adran a fewnosodir gan y gwelliant hwn]) yn gymwys pan fo—
- (a) prif landlord wedi rhoi hysbysiad yn unol ag adran 61(4) a ([yr is-adran gyntaf a fewnosodir gan welliant 8]), mewn perthynas â chontract, a
 - (b) y contract yn parhau oherwydd is-adran (2)(a) o'r adran hon.
- () Pan fo'r is-adran hon yn gymwys, at ddibenion adrannau 31(1) a 35(6)(a) (datganiad ysgrifenedig o'r contract) mae dyddiad meddiannu'r contract i'w drin—
- (a) os rhoddir yr hysbysiad a grybwyllir yn adran 61(4) i'r isddeiliad cyn diwedd y prif gontract, fel y diwrnod y mae'r prif gontract yn dod i ben;
 - (b) os rhoddir yr hysbysiad i'r isddeiliad ar y diwrnod y mae'r prif gontract yn dod i ben neu ar ôl hynny, fel y diwrnod y rhoddir yr hysbysiad.'

Lesley Griffiths

11

Section 66, page 28, line 21, leave out 'that'.

Adran 66, tudalen 28, llinell 22, hepgorer 'bod'.



Lesley Griffiths 12

Section 66, page 28, line 22, leave out 'the head contract is to be treated as having ended' and insert 'ending the head contract'.

Adran 66, tudalen 28, llinell 23, hepgorer 'y prif gontract i'w drin fel pe bai wedi dod' a mewnosoder 'sy'n dod â'r prif gontract'.

Lesley Griffiths 13

Section 66, page 28, at the beginning of line 23, insert 'that'.

Adran 66, tudalen 28, ar ddechrau llinell 24, mewnosoder 'bod'.

Lesley Griffiths 14

Section 66, page 28, line 32, leave out 'from which the head contract is to be treated as having ended' and insert 'on which the head contract ends'.

Adran 66, tudalen 28, llinell 32, hepgorer 'mae'r prif gontract i'w drin fel pe bai wedi dod' a mewnosoder 'daw'r prif gontract'.

Lesley Griffiths 15

Section 71, page 30, line 32, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.

Adran 71, tudalen 30, llinell 35, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'; llinell 37, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.

Lesley Griffiths 16

Section 77, page 33, line 29, leave out 'is not to be treated as providing' and insert 'does not provide'.

Adran 77, tudalen 33, llinell 28, hepgorer 'i'w drin fel pe bai'n' a mewnosoder 'yn'.

Lesley Griffiths 17

Section 77, page 33, line 30, leave out 'provided with' and insert 'given'.

Adran 77, tudalen 33, llinell 29, hepgorer 'darparu' a mewnosoder 'rhoi'.

Peter Black [R] 116

Section 78, page 34, line 11, leave out 'the court' and insert 'a tribunal'.



Adran 78, tudalen 34, llinell 12, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

117

Section 78, page 34, line 13, leave out 'the court' and insert 'a tribunal'.

Adran 78, tudalen 34, llinell 14, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R]

118

Section 78, page 34, line 17, leave out 'The court' and insert 'A tribunal'.

Adran 78, tudalen 34, llinell 18, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Lesley Griffiths

18

Section 82, page 36, line 28, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.

Adran 82, tudalen 36, llinell 28, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, i unrhyw un ohonynt)'.

Mark Isherwood

175

Section 84, page 38, line 4, leave out '14' and insert '28'.

Adran 84, tudalen 38, llinell 4, hepgorer '14' a mewnosoder '28'.

Lesley Griffiths

19

Section 84, page 38, line 10, leave out 'two months' and insert 'one month'.

Adran 84, tudalen 38, llinell 11, hepgorer 'ddau'.

Mark Isherwood

176

Section 84, page 38, after line 13, insert—

- '() The relevant period may be extended by agreement between the landlord and the contract-holder in the circumstances set out in subsection (*subsection to be inserted by the third subsection of this amendment*).
- () The relevant period may not be extended so that it is longer than four months.
- () 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.



- () The relevant period will be extended in accordance with the landlord's request under subsection (*subsection to be inserted by the third subsection of this amendment*) if the contract-holder does not reply to the request within 14 days.'

Adran 84, tudalen 38, ar ôl llinell 15, mewnosoder –

- '() Caniateir ymestyn y cyfnod perthnasol drwy gytundeb rhwng y landlord a deiliad y contract yn yr amgylchiadau a ddynodir yn is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*).
- () Ni chaniateir ymestyn y cyfnod perthnasol i fod yn hwy na phedwar mis.
- () Yr amgylchiadau yw –
 - (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng diwrnod cyn diwedd y cyfnod perthnasol, a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- () Caiff y cyfnod perthnasol ei ymestyn yn unol â chais y landlord o dan is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*) os na fydd deiliad y contract yn ymateb i'r cais o fewn 14 diwrnod.'

Lesley Griffiths

20

Section 84, page 38, line 20, leave out 'two months' and insert 'one month'.

Adran 84, tudalen 38, llinell 23, hepgorer 'ddau'.

Mark Isherwood

177

Section 84, page 38, after line 21, insert –

- '(11) The period of two months referred to in subsection (10) ("the two month period") may be extended by agreement between the landlord and the contract-holder in the circumstances set out in subsection (*subsection to be inserted by the third subsection of this amendment*).
- (12) The two month period may not be extended so that it is longer than four months.
- (13) The circumstances are –
 - (a) the landlord requested an extension in writing at least ten days before the end of the two month period, and
 - (b) the landlord gave reasons in writing for the request.
- (14) The two month period will be extended in accordance with the landlord's request under subsection (*subsection to be inserted by the third subsection of this amendment*) if the contract-holder does not reply to the request within 14 days.'

Adran 84, tudalen 38, ar ôl llinell 24, mewnosoder –

- '(11) Caniateir ymestyn y cyfnod o ddau fis y cyfeirir ato yn is-adran (10) ("y cyfnod o ddau fis") drwy gytundeb rhwng y landlord a deiliad y contract yn yr amgylchiadau a nodir yn is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*).



- (12) Ni chaniateir ymestyn y cyfnod o ddau fis i fod yn hwy na phedwar mis.
- (13) Yr amgylchiadau yw –
- (a) bod y landlord wedi gofyn mewn ysgrifen am estyniad o leiaf ddeng diwrnod cyn diwedd y cyfnod o ddau fis, a
 - (b) bod y landlord wedi rhoi rhesymau mewn ysgrifen dros y cais.
- (14) Caiff y cyfnod o ddau fis ei ymestyn yn unol â chais y landlord o dan is-adran (*yr is-adran sydd i'w mewnosod gan drydedd is-adran y gwelliant hwn*) os na fydd deiliad y contract yn ymateb i'r cais o fewn 14 diwrnod.'.

Peter Black [R] 119

Section 85, page 38, line 25, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 38, llinell 29, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 120

Section 85, page 38, line 29, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 38, llinell 32, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 121

Section 85, page 38, line 34, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 38, llinell 36, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 122

Section 85, page 39, line 1, leave out 'the court' and insert 'a tribunal'.

Adran 85, tudalen 39, llinell 1, hepgorer 'yw'r llys' a mewnosoder 'yw tribiwnlys'.

Peter Black [R] 123

Gyda chefnogaeth / Supported by: Mark Isherwood

Section 87, page 39, leave out line 18.

Adran 87, tudalen 39, hepgorer llinell 20.

Mark Isherwood 178

Section 87, page 39, line 31, leave out subsections (4) to (6).

Adran 87, tudalen 39, llinell 34, hepgorer is-adrannau (4) hyd at (6).



Peter Black [R] 124

Section 87, page 39, line 32, leave out 'the court' and insert 'a tribunal'.

Adran 87, tudalen 39, llinell 35, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 125

Section 87, page 40, line 2, leave out 'the court' and insert 'a tribunal'.

Adran 87, tudalen 40, llinell 2, hepgorer 'i'r llys' a mewnosoder 'i dribiwnlys'.

Peter Black [R] 126

Section 87, page 40, line 4, leave out 'the court' and insert 'a tribunal'.

Adran 87, tudalen 40, llinell 4, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] 127

Section 92, page 41, after line 23, insert –

- (c) keep the dwelling wind and water tight,
- (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,
- (e) ensure that any furnishings in the dwelling which are provided by the landlord are capable of being used safely for the purpose for which they are designed,
- (f) ensure the dwelling has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire,
- (g) ensure the dwelling has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health, and
- (h) ensure that every fixed electrical installation in the dwelling is inspected and tested at intervals not exceeding two years by a person qualified to undertake such inspection.'

Adran 92, tudalen 41, ar ôl llinell 25, mewnosoder –

- (c) cadw'r annedd yn ddi-ddos ac yn ddiogel rhag y gwynt,
- (d) cadw unrhyw osodion, ffitiadau ac offer yn yr annedd a ddarperir gan y landlord mewn cyflwr da ac yn gweithio'n iawn,
- (e) sicrhau y gellir defnyddio unrhyw ddodrefn yn yr annedd a ddarperir gan y landlord yn ddiogel at y dibenion y'u cynlluniwyd ar eu cyfer,
- (f) sicrhau bod darpariaeth foddhaol yn yr annedd ar gyfer synhwyro tanau a rhoi rhybudd os bydd tân neu amheuaeth o dân,
- (g) sicrhau bod darpariaeth foddhaol yn yr annedd ar gyfer rhoi rhybudd os bydd lefel o garbon monocsid yn bresennol sy'n beryglus i iechyd pobl, a



- (h) sicrhau bod pob gosodiad trydanol sefydlog yn yr annedd yn cael ei archwilio a'i brofi ar gyfnodau heb fod yn hwy na dwy flynedd gan berson sy'n gymwys i gynnal gwaith archwilio o'r fath.'

Mark Isherwood

179

Section 92, page 41, 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 41, 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

180

Section 92, page 41, after line 23, insert—

- '() In determining whether or not the landlord has complied with subsection (1) (*first paragraph to be inserted by amendment 179*) 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 41, ar ôl llinell 26, mewnosoder—

- '() Wrth benderfynu a yw'r landlord wedi cydymffurfio ag is-adran (1) (*y paragraff cyntaf sydd i'w fewnosod gan welliant 179*) 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 sydd i'w 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

181

Section 92, page 41, 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 or parts of the building which the landlord –

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

Adran 92, tudalen 41, 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 ystâd 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 ystâd 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

182

Section 93, page 42, 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 42, 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

183

Page 42, line 16, leave out section 94.

Tudalen 42, llinell 15, hepgorer adran 94.



Peter Black [R]

128

Section 94, page 42, line 18, leave out 'may' and insert 'must'.

Adran 94, tudalen 42, llinell 16, hepgorer 'bydd Gweinidogion Cymru yn' a mewnosoder 'mae'n rhaid i Weiniogion Cymru'.

Lesley Griffiths

21

Section 94, page 42, after line 22, insert—

'(b) which may arise because of a failure to comply with an obligation under section 92.

(3) The Welsh Ministers may by regulations—

(a) impose requirements on landlords for the purpose of preventing any matters or circumstances which may cause a dwelling to be unfit for human habitation from arising;

(b) prescribe that if requirements imposed under paragraph (a) are not complied with in respect of a dwelling, the dwelling is to be treated as if it were unfit for human habitation.'

Adran 94, tudalen 42, ar ôl llinell 21, mewnosoder—

'(b) a allai godi oherwydd methiant i gydymffurfio â rhwymedigaeth o dan adran 92.

(3) Caiff Gweinidogion Cymru wneud y canlynol drwy reoliadau—

(a) gosod gofynion ar landlordiaid at ddiben atal unrhyw faterion neu amgylchiadau rhag codi a allai olygu nad yw annedd yn ffit i bobl fyw ynddi;

(b) rhagnodi, os na chydymffurfir â gofynion a osodir o dan baragraff (a) mewn cysylltiad ag annedd, bod yr annedd i'w thrin fel pe na bai'n ffit i bobl fyw ynddi.'

Peter Black [R]

129

Page 42, after line 22, insert a new section—

'Amendments to the Housing (Wales) Act 2014

[] Amendments to the Housing (Wales) Act 2014

(1) Section 20 of the Housing (Wales) Act 2014 is amended as follows.

(2) In subsection (3)(b), after "business," omit "or".

(3) In subsection (3), after paragraph (b), insert—

“(ba) repeatedly contravened section 91, 92 or 93 of the Renting Homes (Wales) Act 2015,

(bb) contravened, in a serious manner, section 91, 92 or 93 of the Renting Homes (Wales) Act 2015, or”.



- (4) In subsection (3)(c), after “tenant”, insert “(other than those provisions set out above at paragraphs (ba) and (bb))”.
- (5) After subsection (6) insert-
 - “(6A) In this section –
 - (a) “repeatedly” means on more than one occasion, and
 - (b) “in a serious manner” means in a manner that a reasonable person would consider to be more than trivial.”.

Tudalen 42, ar ôl llinell 21, mewnosoder adran newydd –

[] Diwygio Deddf Tai (Cymru) 2014

- (1) Diwygir Adran 20 o Ddeddf Tai (Cymru) 2014 fel a ganlyn.
- (2) Yn is-adran (3)(b), ar ôl “hynny”, hepgorer “neu”.
- (3) Yn is-adran (3), ar ôl paragraff (b), mewnosoder –
 - “(ba) wedi torri adrannau 91, 92 neu 93 o Ddeddf Rhentu Cartrefi (Cymru) 2015 droeon,
 - (bb) wedi torri, mewn modd difrifol, adrannau 91, 92 neu 93 o Ddeddf Rhentu Cartrefi (Cymru) 2015, neu”.
- (4) Yn is-adran (3)(c), ar ôl “thenant”, mewnosoder “(ac eithrio’r darpariaethau hynny a nodir uchod ym mharagraffau (ba) a (bb))”.
- (5) Ar ôl is-adran (6), mewnosoder –
 - “(6A) Yn yr adran hon –
 - (a) ystyr “droeon” yw ar fwy nag un achlysur, a
 - (b) ystyr “mewn modd difrifol” yw mewn modd y byddai person rhesymol yn ystyried nad yw’n ddibwys.”.

Lesley Griffiths

65

Section 97, page 43, line 23, leave out ‘91(1)’ and insert ‘91(1)(b)’.

Adran 97, tudalen 43, llinell 23, hepgorer ‘91(1)’ a mewnosoder ‘91(1)(b)’.

Lesley Griffiths

22

Section 97, page 43, line 24, after ‘landlord’, insert ‘(or in the case of joint landlords, any one of them)’.

Adran 97, tudalen 43, llinell 24, ar ôl ‘landlord’, mewnosoder ‘(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)’.



Lesley Griffiths **23**

Section 97, page 43, line 31, after 'landlord', insert '(or where two or more persons jointly constitute the old landlord, any one of them)'.

Adran 97, tudalen 43, llinell 31, ar ôl 'landlord', mewnosoder '(neu os dau neu ragor o bersonau ar y cyd yw'r hen landlord, unrhyw un ohonynt)'.

Lesley Griffiths **24**

Section 99, page 44, line 22, after 'right', insert 'by bringing proceedings in respect of the injury, loss or damage'.

Adran 99, tudalen 44, llinell 23, ar ôl 'hun', mewnosoder 'drwy ddod ag achos mewn cysylltiad â'r anaf, y golled neu'r difrod'.

Peter Black [R] **130**

Section 100, page 44, line 33, leave out 'the court' and insert 'a tribunal'.

Adran 100, tudalen 44, llinell 35, hepgorer 'y llys' a mewnosoder 'tribiwnlys'.

Peter Black [R] **131**

Section 100, page 44, line 34, leave out 'equitable'.

Adran 100, tudalen 44, llinell 36, hepgorer 'ecwitiol'.

Lesley Griffiths **66**

Section 104, page 46, line 9, leave out 'proposing' and insert 'setting out'.

Adran 104, tudalen 46, llinell 10, hepgorer 'cynnig' a mewnosoder 'nodi'.

Peter Black [R] **132**

Section 104, page 46, line 13, leave out 'may specify any date' and insert 'must specify a date which is not less than one year after the day on which the contract started'.

Adran 104, tudalen 46, llinell 15, hepgorer 'caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad' a mewnosoder 'ni chaiff yr hysbysiad cyntaf bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad y dechreuodd y contract'.

Peter Black [R] **133**

Section 104, page 46, after line 15, insert—



- '() The contract-holder may refer to a tribunal the question of whether or not the new rent is fair.'

Adran 104, tudalen 46, ar ôl llinell 17, mewnosoder –

- '() Caiff deiliad y contract gyfeirio i dribiwnlys y cwestiwn a yw'r rhent newydd yn deg ai peidio.'

Lesley Griffiths

67

Section 105, page 46, line 23, leave out 'proposing' and insert 'setting out'.

Adran 105, tudalen 46, llinell 25, hepgorer 'cynnig' a mewnosoder 'nodi'.

Mark Isherwood

184

Section 108, page 48, after line 10, 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 108, tudalen 48, ar ôl llinell 10, 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 sydd i'w mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Lesley Griffiths

68

Section 109, page 48, line 24, after 'varied', insert –

'



unless the landlord has given notice of the variation in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6)'.

Adran 109, tudalen 48, llinell 26, ar ôl 'hamrywiwyd', mewnosoder –
,

oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol ag adran 104, 105(2) i (4) neu 107(1)(b) a (2) i (6)'.

Lesley Griffiths

25

Section 117, page 51, line 31, leave out –

' –

(a) is a periodic standard contract because of an order under section 116, and

(b) subsists at the end of the probation period,

becomes a secure contract immediately after the end of that period'

and insert –

'arose because of an order under section 116 and which subsists at the end of the probation period –

() ends at the end of the probation period, and

() is replaced with a secure contract that has an occupation date falling immediately after that period ends'.

Adran 117, tudalen 51, llinell 31, hepgorer 'sydd yn –

(a) contract safonol cyfnodol oherwydd gorchymyn o dan adran 116, a

(b) bodoli ar ddiwedd y cyfnod prawf,

yn dod yn gontract diogel yn union ar ôl diwedd y cyfnod hwnnw'

a mewnosoder 'a ddaeth i fodolaeth yn sgil gorchymyn o dan adran 116 ac sy'n bodoli ar ddiwedd y cyfnod prawf –

() yn dod i ben ar ddiwedd y cyfnod prawf, a

() yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r cyfnod hwnnw ddod i ben'.

Lesley Griffiths

69

Section 123, page 53, line 23, leave out 'proposing' and insert 'setting out'.

Adran 123, tudalen 53, llinell 24, hepgorer 'cynnig' a mewnosoder 'nodi'.

Peter Black [R]

134

Section 123, page 53, line 28, leave out 'may specify any date' and insert 'must specify a date which is not less than one year after the day on which the contract started'.



Adran 123, tudalen 53, llinell 29, hepgorer 'caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad' a mewnosoder 'ni chaiff yr hysbysiad cyntaf bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad y dechreuodd y contract'.

Peter Black [R]

135

Section 123, page 53, after line 30, insert—

'() The contract-holder may refer to a tribunal the question of whether or not the new rent is fair.'

Adran 123, tudalen 53, ar ôl llinell 31, mewnosoder—

'() Caiff deiliad y contract gyfeirio i driwlynys y cwestiwn a yw'r rhent newydd yn deg ai peidio.'

Lesley Griffiths

70

Section 124, page 54, line 6, leave out 'proposing' and insert 'setting out'.

Adran 124, tudalen 54, llinell 6, hepgorer 'cynnig' a mewnosoder 'nodi'.

Lesley Griffiths

26

Section 126, page 54, after line 28, insert—

'() But the landlord may not give notice under subsection (1) at any time when the landlord is prevented from giving the contract-holder notice under section 172 (landlord's notice to end contract) by section 174 (breach of information requirements) or section 175 (breach of security or deposit requirements).'

Adran 126, tudalen 54, ar ôl llinell 29, mewnosoder—

'() Ond ni chaiff y landlord roi hysbysiad o dan is-adran (1) ar unrhyw adeg pan fydd y landlord yn cael ei rwystro rhag rhoi hysbysiad i ddeiliad y contract o dan adran 172 (hysbysiad y landlord i derfynu'r contract) gan adran 174 (torri'r gofynion rhoi gwybodaeth) neu adran 175 (torri gofynion sicrwydd neu flaendal).'

Lesley Griffiths

27

Section 126, page 54, line 29, leave out 'The notice' and insert 'A notice under subsection (1)'.

Adran 126, tudalen 54, llinell 30, hepgorer 'i'r hysbysiad' a mewnosoder 'i hysbysiad o dan is-adran (1)'.

Lesley Griffiths

71

Section 127, page 55, after line 21, insert—



- '(i) paragraph [*the second paragraph inserted by amendment 78*] of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).'

Adran 127, tudalen 55, ar ôl llinell 22, mewnosoder –

- '(i) paragraff [*yr ail baragraff a fewnosodir gan welliant 78*] o Atodlen 4 (amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol).'

Mark Isherwood

185

Section 127, page 55, 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 127, tudalen 55, ar ôl llinell 32, 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 sydd i'w mewnosod gan y gwelliant hwn*) drwy reoliadau a wneir gan Weinidogion Cymru.'

Lesley Griffiths

72

Section 128, page 56, line 7, after 'varied', insert –

'

unless the landlord has given notice of the variation in accordance with section 123, 124(2) to (4) or 126(1) to (3)'

Adran 128, tudalen 56, llinell 8, ar ôl 'hamrywiwyd', mewnosoder –

'



oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol ag adran 123, 124(2) i (4) neu 126(1) i (3)'.

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 ddostraniad 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.

(i) 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 –

'(i) The power in subsection (1) may only be exercised by an employee of the landlord who is of appropriate seniority.

(i) 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 –

'(i) Dim ond cyflogai'r landlord o safle uwch priodol a gaiff arfer y pŵer yn is-adran (1).

(i) 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 fangreodded 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

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 contract ("y contract blaenorol") sy'n bodloni'r meini prawf yn is-adran (2).
- (2) Y meini prawf yw –
 - (a) bod y contract blaenorol yn ymwneud â'r un annedd (neu ran sylweddol ohoni) â'r annedd sy'n ddarostyngedig i'r contract presennol,
 - (b) bod y landlord o dan y contract blaenorol a'r contract presennol yr un fath, ac



- (c) bod deiliad y contract o dan y contract blaenorol a'r contract presennol yr un fath (neu fod o leiaf un deiliad contract yr un fath o dan y contract presennol ag o dan y contract blaenorol).'

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, 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.’.

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—

[1] 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 gontract 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

190

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

'() section 108 (power to amend section 108 (*[second subsection to be inserted by amendment 184]*)),'

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

'() adran 108 (pŵer i ddiwygio adran 108(*[yr ail is-adran a fewnosod gan y gwelliant 184]*)),'

Mark Isherwood

191

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

'() section 127 (power to amend section 127(*[second subsection to be inserted by amendment 185]*)),'

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

'() adran 127 (pŵer i ddiwygio adran 127(*yr ail is-adran a fewnosod gan y gwelliant 185]*)),'

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.’.

