

Jane Hutt AC / AM
Y Gweinidog Cyllid a Busnes y Llywodraeth
Minister for Finance and Government Business



Llywodraeth Cymru
Welsh Government

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Aelodau'r Cynulliad
Cynulliad Cenedlaethol Cymru
Bae Caerdydd
Caerdydd
CF99 1NA

3 Tachwedd 2015

Annwyl gyfeillion,

Bil Rhentu Cartrefi (Cymru) – Gwelliannau'r Llywodraeth

Ysgrifennaf i'ch hysbysu am welliannau'r Llywodraeth sydd wedi'u cyflwyno ar gyfer Cyfnod 3 Bil Rhentu Cartrefi (Cymru). Amgaeir tabl o'r gwelliannau a gynigir, sy'n cynnwys esboniad o'u diben a'u heffaith.

Yn gywir,

A handwritten signature in black ink that reads "Jane". The signature is written in a cursive style with a horizontal line above the first letter.

Jane Hutt AC / AM
Y Gweinidog Cyllid a Busnes y Llywodraeth
Minister for Finance and Government Business

RENTING HOMES (WALES) BILL – STAGE 3 GOVERNMENT AMENDMENTS

This table provides information about the amendments tabled in the name of Lesley Griffiths AM, Minister for Communities and Tackling Poverty, on 29 October 2015.

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
82	Section 7, page 4, line 29, leave out '16 (see sections 231 and 232)' and insert '18'.	Adran 7, tudalen 4, llinell 30, hepgorer '16 oed (gweler adrannau 231 a 232)' a mewnosoder '18 oed'.	<p>The purpose of this amendment is to amend the minimum age for a contract-holder under an occupation contract from 16 to 18</p> <p>The effect is to leave the current statutory provision which does not allow renting to 16 and 17 year olds as it currently stands. An individual will need to be 18 or older in order to hold an occupation contract.</p>
83	Section 20, page 10, at the beginning of line 1, insert 'in the contract-holder's opinion'.	Adran 20, tudalen 10, llinell 1, ar ôl 'os', mewnosoder ', ym marn deiliad y contract,'.	<p>The purpose of amendments 83 and 84 is to qualify the non-incorporation or modification of fundamental terms such that whether the position of the contract-holder is improved as a result will be in the contract-holder's opinion.</p> <p>The effect of the amendments is to remove scope for challenge by a landlord as to whether or not the contract-holder's position is improved.</p>
84	Section 20, page 10, at the beginning of line 7, insert 'in the contract-holder's opinion'.	Adran 20, tudalen 10, llinell 6, hepgorer 'mai' a mewnosoder ', ym marn deiliad y contract,'.	See amendment 83.
85	Section 20, page 10, after line 19, insert— () section [new section inserted by amendment 115] (restriction on giving landlord's notice	Adran 20, tudalen 10, ar ôl llinell 19, mewnosoder— () adran [yr adran a fewnosodir gan welliant	Linked to the restriction inserted by amendment 115, the purpose of this amendment is to add the section inserted by amendment 115 to the list of fundamental

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	under a periodic standard contract during first four months of occupation),’.	115]] (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth),’.	provisions which cannot be modified or left out of an occupation contract. The effect of the amendment is to ensure the restriction on giving a landlord’s notice within the first four months of an occupation contract (or initial occupation contract) having been entered into is included in all relevant occupation contracts.
86	Section 20, page 10, after line 20, insert— () section 185([<i>new subsection inserted by amendment 118</i>]) and ([<i>new subsection inserted by amendment 120</i>]) (restriction on ending fixed term standard contract during first six months of occupation () section [<i>new section inserted by amendment 122</i>] (restriction on use of landlord’s break clause in a fixed term standard contract during first four months of occupation),’.	Adran 20, tudalen 10, ar ôl llinell 20, mewnosoder— () adran 185([<i>yr is-adran a fewnosodir gan welliant 118</i>]) a ([<i>yr is-adran a fewnosodir gan welliant 120</i>]) (cyfyngiad ar derfynu contract safonol cyfnod penodol yn ystod chwe mis cyntaf meddiannaeth), () adran [<i>yr adran a fewnosodir gan welliant 122</i>] (cyfyngiad ar ddefnyddio cymal terfynu’r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth),’	Linked to the restrictions inserted by amendments 118 and 122, the purpose of this amendment is to add the restrictions to the list of fundamental provisions which cannot be modified or left out of an occupation contract. The effect of the amendment is to ensure the restrictions on ending fixed term standard contract during first six months of occupation and on use of a landlord’s break clause in the first four months of a fixed term standard contract are included in all relevant occupation contracts.
87	Section 31, page 14, after line 23, insert— () If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with— (a) the day on which the identity of the contract-holder changes, or	Adran 31, tudalen 14, ar ôl llinell 23, mewnosoder— () Os yw deiliad y contract o dan gontract meddiannaeth yn newid, rhaid i’r landlord roi datganiad ysgrifenedig o’r contract i ddeiliad newydd y contract cyn diwedd y cyfnod o 14 diwrnod sy’n dechrau— (a) â’r diwrnod y mae deiliad y contract yn	The purpose of this amendment is to insert a requirement for the landlord to give a written statement of the contract to a new contract-holder, who becomes a party to the occupation contract. The effect of the amendment is to ensure the new contract-holder is aware of his or her rights and responsibilities under the

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	(b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.’.	newid, neu (b) os yw'n hwyrach, â'r diwrnod y daw'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod bod deiliad y contract wedi newid.’.	contract.
88	Section 31, page 14, line 24, after '(1)', insert 'or ([new subsection inserted by amendment 87])'.	Adran 31, tudalen 14, llinell 24, ar ôl '(1)', mewnosoder 'neu ([yr adran a fewnosodir gan welliant87])'.	Consequential to amendment 87.
89	Section 35, page 16, line 13, leave out— ‘— (a) if the landlord was required to provide a written statement under section 31(1), is the occupation date, and (b) if the landlord was required to provide a further written statement under section 31(3) to (5), is the first day of the period mentioned in section 31(5)’ and insert— 'is the first day of the period before the end of which the landlord was required to give the written statement’.	Adran 35, tudalen 16, llinell 15, hepgorer— ‘— (a) yw'r dyddiad meddiannu, os oedd yn ofynnol i'r landlord ddarparu datganiad ysgrifenedig o dan adran 31(1), a (b) yw diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(5), os oedd yn ofynnol i'r landlord ddarparu datganiad ysgrifenedig pellach o dan adran 31(3) i (5)’ a mewnosoder— 'yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r datganiad ysgrifenedig cyn i'r cyfnod hwnnw ddod i ben’.	Consequential to amendment 87.
90	Section 36, page 16, line 24, leave out 'make an application' and insert 'apply to the court’.	Adran 36, tudalen 16, llinell 26, ar ôl 'cais', mewnosoder 'i'r llys’.	This is a drafting amendment to ensure consistency within the Bill, given comparable wording is used elsewhere.

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91	<p>Section 36, page 16, line 25, leave out 'with the relevant date' and insert—</p> <p>‘—</p> <p>(a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;</p> <p>(b) if the landlord was required to provide a written statement under section 31 (<i>[new subsection inserted by amendment 87]</i>), with the day on which the landlord gave the new contract-holder the written statement;</p> <p>(c) if the landlord was required to provide a further written statement under section 31(3) to (5), with the first day of the period mentioned in section 31(5)‘.</p>	<p>Adran 36, tudalen 16, llinell 27, hepgorer 'â'r dyddiad perthnasol' a mewnosoder—</p> <p>‘—</p> <p>(a) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig o dan adran 31(1), â'r dyddiad meddiannu;</p> <p>(b) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig o dan adran 31 (<i>[yr adran a fewnosodir gan welliant 87]</i>), â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad newydd y contract;</p> <p>(c) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig pellach o dan adran 31(3) i (5), â diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(5)‘.</p>	<p>Consequential to amendment 87. The purpose of this amendment is to make provision within the section for the date from which the contract-holder, including a new contract-holder, may apply to the court in respect of an incomplete written statement.</p>
92	<p>Section 36, page 17, line 13, leave out subsection (11).</p>	<p>Adran 36, tudalen 17, llinell 13, hepgorer is-adran (11).</p>	<p>Consequential to amendment 91.</p>
93	<p>Section 37, page 17, after line 30, insert—</p> <p>‘unless the statement was given under section 31 (<i>[new subsection inserted by amendment 87]</i>) or (3) after any such variation of a term took effect.’.</p>	<p>Adran 37, tudalen 17, ar ôl llinell 31, mewnosoder—</p> <p>‘oni bai bod y datganiad wedi ei roi o dan adran 31 (<i>[yr is-adran a fewnosodir gan welliant 87]</i>) neu (3) ar ôl i unrhyw amrywiad o'r fath o deler gael effaith.’.</p>	<p>The purpose of the amendment is to insert the requirement that, where a written statement is issued, either on the request for a further written statement by the contract-holder or where a new contract-holder joins the contract, it must reflect any variations made to the contract prior to the date on which it is issued.</p> <p>The effect of the amendment is to ensure a</p>

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			contract-holder can be provided with a written statement which accurately reflects the rights and responsibilities under the contract.
94	<p>Section 37, page 17, line 32, leave out 'with the relevant date' and insert—</p> <p>‘—</p> <p>(a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;</p> <p>(b) if the landlord was required to provide a written statement under section 31 (<i>[new subsection inserted by amendment 87]</i>), with the day on which the landlord gave the new contract-holder the written statement;</p> <p>(c) if the landlord was required to provide a further written statement under section 31(3) to (5), with the first day of the period mentioned in section 31(5)‘.</p>	<p>Adran 37, tudalen 17, llinell 33, hepgorer ‘â’r dyddiad perthnasol’ a mewnosoder—</p> <p>‘—</p> <p>(a) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig o dan adran 31(1), â’r dyddiad meddiannu;</p> <p>(b) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig o dan adran 31 (<i>[yr adran a fewnosodir gan welliant 87]</i>), â’r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad newydd y contract;</p> <p>(c) os oedd yn ofynnol i’r landlord roi datganiad ysgrifenedig pellach o dan adran 31(3) i (5), â diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(5)‘.</p>	Consequential to amendment 87. The purpose of this amendment is to make provision within the section for the date from the contract-holder, including a new contract-holder, may apply to the court in respect of an incorrect written statement.
95	Section 37, page 18, line 9, leave out subsection (9).	Adran 37, tudalen 18, llinell 9, hepgorer is-adran (9).	Consequential to amendment 94.
96	Section 39, page 19, line 4, leave out subsections (4) to (5).	Adran 39, tudalen 19, llinell 5, hepgorer is-adrannau (4) hyd at (5).	Consequential to amendment 87. The purpose of the amendment is to remove the requirement for the landlord to notify a new contract-holder that he or she has become the contract-holder, since under amendment 87 a written statement of the contract will be

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			provided instead.
97	<p>Section 42, page 20, after line 8, insert—</p> <p>‘(1) If there is a change in the identity of the contract-holder under an occupation contract, no term of the occupation contract is enforceable against the new contract-holder before the earlier of—</p> <p>(a) the landlord giving the new contract-holder a written statement of the contract under section 31 (<i>[new subsection inserted by amendment 87]</i>), and</p> <p>(b) the day on which the new contract-holder becomes entitled to occupy the dwelling.’.</p>	<p>Adran 42, tudalen 20, ar ôl llinell 8, mewnosoder—</p> <p>‘(1) Os yw deiliad y contract o dan gontract meddiannaeth yn newid, ni ellir gorfodi unrhyw un o delerau'r contract meddiannaeth yn erbyn deiliad newydd y contract cyn y cynharaf o'r canlynol—</p> <p>(a) y landlord yn rhoi datganiad ysgrifenedig o'r contract o dan adran 31 (<i>[yr adran a fewnosodir gan welliant 87]</i>) i ddeiliad newydd y contract, a</p> <p>(b) y diwrnod y daw deiliad newydd y contract â'r hawl i feddiannu'r annedd.’.</p>	<p>The purpose of this amendment is to make provision for when the contract becomes enforceable against a new contract-holder joining the contract.</p> <p>The effect of the amendment is that the contract is not enforceable before the day on which the contract-holder is entitled to occupy the dwelling or, if earlier, the day on which the new contract-holder is given a written statement of the contract.</p>
98	<p>Section 55, page 24, line 26, after ‘not’, insert ‘, by any act or omission’.</p>	<p>Adran 55, tudalen 24, llinell 27, ar ôl ‘beidio’, mewnosoder ‘, drwy unrhyw weithred neu anwaith’.</p>	<p>The purpose of the amendment makes it clear that a breach of the prohibited conduct term may arise either by virtue of having either acted, or having taken no action, to prevent another person behaving in a manner as described in sub-sections section 55(1) to (4).</p> <p>The effect of the amendment is to impose a contractual requirement on contract-holders which can be breached by doing nothing to prevent prohibited conduct.</p>
99	<p>Section 61, page 26, after line 14, insert—</p> <p>‘() If the head landlord consents subject to conditions (see section 84), before entering into</p>	<p>Adran 61, tudalen 26, ar ôl llinell 15, mewnosoder—</p> <p>‘() Os yw'r prif landlord yn cydsynio yn</p>	<p>The purpose of this amendment is to make provision to ensure any conditions imposed by a head landlord on a contract-holder in</p>

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	<p>a sub-occupation contract with a person the contract-holder must notify that person of those conditions.</p> <p>() If the contract-holder does not comply with the requirement in subsection (2) and a sub-occupation contract is entered into, the contract-holder is to be treated as having committed a repudiatory breach of the sub-occupation contract (see section 154).</p> <p>() If the head landlord consents subject to conditions and a sub-occupation contract is entered into —</p> <p>(a) section 32 is to be read in relation to that contract as if it provides (in addition to the other requirements under that section) that the written statement of the sub-occupation contract must set out the conditions imposed by the head landlord, and</p> <p>(b) section 37 is to be read in relation to that contract as if it provides (in addition to the other provisions in that section)—</p> <p>(i) in subsection (1), that the sub-holder can apply to the court for a declaration that the written statement sets out a condition incorrectly or sets out a condition which the head landlord did not impose,</p> <p>(ii) that the head landlord is entitled to be a party to proceedings on the application, and</p>	<p>ddarostyngedig i amodau (gweler adran 84), cyn ymrwymo i gontract isfeddiannaeth gyda pherson rhaid i ddeiliad y contract hysbysu'r person hwnnw o'r amodau hynny.</p> <p>() Os nad yw deiliad y contract yn cydymffurfio â'r gofyniad yn is-adran (2) ac yr ymrwymir i gontract isfeddiannaeth, mae deiliad y contract i'w drin fel pe bai wedi cyflawni tor contract ymrwthodol o'r contract isfeddiannaeth (gweler adran 154).</p> <p>() Os yw'r prif landlord yn cydsynio yn ddarostyngedig i amodau ac yr ymrwymir i gontract isfeddiannaeth—</p> <p>(a) mae adran 32 i'w darllen mewn perthynas â'r contract hwnnw fel pe bai'n darparu (yn ychwanegol at y gofynion eraill yn yr adran honno) fod yn rhaid i'r datganiad ysgrifenedig o'r contract isfeddiannaeth nodi'r amodau a osodir gan y prif landlord, a</p> <p>(b) mae adran 37 i'w darllen mewn perthynas â'r contract hwnnw fel pe bai'n darparu (yn ychwanegol at y darpariaethau eraill yn yr adran honno)—</p> <p>(i) yn is-adran (1), y caiff yr is-ddeiliad wneud cais i'r llys am ddatganiad bod y datganiad ysgrifenedig yn nodi amod yn anghywir neu'n nodi amod na chafodd ei gosod gan y prif</p>	<p>relation to sub-letting are notified in advance of contracting to a sub-holder and also included within the sub-occupation contract. If the sub-holder has not been informed of the conditions, the contract-holder is to be treated as having committed a repudiatory breach, thus enabling the sub-holder to end the sub-occupation contract. The amendment also provides for an application to the court by a sub-holder for a declaration as to whether a head landlord's condition is correctly represented in the sub-holder's contract.</p> <p>The effect of the amendment is to provide for clarity on the part of a sub-holder with respect to any conditions which may have been imposed by the head landlord, and to enable the sub-holder to withdraw from the contract without difficulty if the contract-holder did not inform him or her of the head landlord's conditions.</p>

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	(iii) that the court, if satisfied that either of the grounds in sub-paragraph (i) is made out, may make a declaration setting out the correct condition or, as the case may be, may declare that the condition is not a condition imposed by the head landlord.’.	landlord, (ii) bod gan y prif landlord hawl i fod yn barti i'r achos ar y cais, a (iii) y caiff y llys, os yw'n fodlon bod y naill neu'r llall o'r seiliau yn is-baragraff (i) wedi ei phrofi, wneud datganiad yn nodi'r amod cywir neu, yn ôl y digwydd, y caiff ddatgan nad yw'r amod yn amod a osodwyd gan y prif landlord.’.	
100	Section 61, page 26, line 17, leave out '(see section 84)'.	Adran 61, tudalen 26, llinell 17, hepgorer '(gweler adran 84)'.	Consequential to amendment 99.
101	Section 61, page 26, line 19, leave out 'But if in such a case the sub-occupation contract is a secure contract or a fixed term standard contract, the head landlord may choose to treat it' and insert 'In such a case the head landlord may choose to treat the sub-occupation contract'.	Adran 61, tudalen 26, llinell 19, hepgorer 'Ond os yw'r contract isfeddiannaeth yn gontract diogel neu'n gontract safonol cyfnod penodol mewn achos o'r fath, caiff y prif landlord ddewis ei drin' a mewnosoder 'Mewn achos o'r fath caiff y prif landlord ddewis trin y contract isfeddiannaeth'.	Consequential to amendment 99. This amendment provides for the head landlord to treat the sub-occupation as a periodic contract where the head landlord's conditions have not been complied with.
102	Section 62, page 27, line 17, leave out 'and 35(6)(a)'.	Adran 62, tudalen 27, llinell 18, hepgorer 'a 35(6)(a)'.	Consequential to amendment 89.
103	Section 74, page 33, line 3, leave out '16' and insert '18'.	Adran 74, tudalen 33, llinell 3, hepgorer '16' a mewnosoder '18'.	Consequential to amendment 82.
104	Section 94, page 43, line 16, leave out subsection (1) and insert— '() The Welsh Ministers must prescribe matters and circumstances to which regard must be had when determining, for the purposes of section	Adran 94, tudalen 43, llinell 15, hepgorer is-adran (1) a mewnosoder— '() Rhaid i Weinidogion Cymru ragnodi materion ac amgylchiadau y mae'n rhaid rhoi sylw iddynt wrth benderfynu, at ddibenion adran	This amendment will change from a power to a duty the prescription by the Welsh Ministers of matters and circumstances to which regard must be had when determining whether a dwelling is fit for human

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	91(1), whether a dwelling is fit for human habitation.’.	91(1), a yw annedd yn ffit i bobl fyw ynddi ai peidio.’.	habitation.
105	Section 108, page 49, line 19, leave out ‘contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i)’ and insert ‘fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder’s opinion the effect of this would be that the position of the contract-holder is improved’.	Adran 108, tudalen 49, hepgorer llinellau 20 hyd at 21 a mewnosoder— () na fyddai’r ddarpariaeth sylfaenol y mae’r telor yn ei hymgorffori wedi ei hymgorffori neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi, ond ym marn deiliad y contract effaith hyn fyddai bod sefyllfa deiliad y contract yn gwella;’.	Amendments 105, 109 and 112 have a similar effect to amendments 83 and 84. They qualify the ability to vary a fundamental such that whether the position of the contract-holder is improved as a result will be in the contract-holder’s opinion. The effect of the amendments is to remove scope for challenge by a landlord as to whether or not the contract-holder’s position is improved.
106	Section 112, page 51, line 19, leave out ‘may’ and insert ‘must’.	Adran 112, tudalen 51, llinell 19, hepgorer ‘Caiff Gweinidogion’ a mewnosoder ‘Rhaid i Weinidogion’.	This amendment will change from a power to a duty the issuing of supplementary provisions by the Welsh Ministers prescribing a minimum notice period for joint contract-holders to withdraw from a secure contract.
107	Section 126, page 56, line 7, after ‘by’, insert ‘section [new section inserted by amendment 115] (notice may not be given during first four months of occupation),’.	Adran 126, tudalen 56, llinell 7, ar ôl ‘gan’, mewnosoder ‘adran [yr adran a fewnosodir gan welliant 115] (ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth),’.	Linked to the restrictions inserted by amendment 115, the purpose of this amendment is to add to the circumstances where a landlord is prevented from issuing a notice to vary a contract term, this including a situation where a landlord is prevented from issuing a landlord’s notice within the first four months of occupancy. The effect of the amendment is to stop a landlord issuing a notice of variation, which can serve as a landlord’s notice if the

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			contract-holder does not consent to the variation, during the first four months of occupancy as a means of circumventing the restriction otherwise applying under section 175.
108	Section 127, page 56, after line 39, insert— () section [<i>new section inserted by amendment 115</i>] (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation), and'.	Adran 127, tudalen 56, ar ôl llinell 39, mewnosoder— () adran [<i>yr adran a fewnosodir gan welliant 115</i>] (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth), a'.	Linked to the restriction inserted by amendment 115, the purpose of this amendment is to add the section inserted by amendment 115 to the list of fundamental provisions of a periodic standard contract which cannot be varied. The effect of the amendment is to ensure the protection provided by restriction cannot be altered.
109	Section 127, page 57, line 8, leave out 'contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i)' and insert 'fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved'.	Adran 127, tudalen 57, hepgorer llinellau 8 hyd at 9 a mewnosoder— () na fyddai'r ddarpariaeth sylfaenol y mae'r teler yn ei hymgorffori wedi ei hymgorffori neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi, ond ym marn deiliad y contract effaith hyn fyddai bod sefyllfa deiliad y contract yn gwella;'	See amendment 105.
110	Section 131, page 59, line 4, leave out 'may' and insert 'must'.	Adran 131, tudalen 59, llinell 4, hepgorer 'Caiff Gweinidogion' a mewnosoder 'Rhaid i Weinidogion'.	WITHDRAWN
111	Section 135, page 60, after line 19, insert— () section 185(<i>new subsection inserted by</i>	Adran 135, tudalen 60, ar ôl llinell 21, mewnosoder—	Linked to the restrictions inserted by amendments 118 and 122, the purpose of

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
	<p><i>amendment 118</i>) and (<i>[new subsection inserted by amendment 120]</i>) (restriction on ending fixed term standard contract during first six months of occupation),</p> <p>() section [<i>new section inserted by amendment 122</i>] (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation), and'..</p>	<p>'() adran 185(<i>[yr is-adran a fewnosodir gan welliant 118]</i>) a (<i>[yr adran a fewnosodir gan welliant 120]</i>) (cyfyngiad ar derfynu contract safonol cyfnod penodol yn ystod chwe mis cyntaf meddiannaeth),</p> <p>() adran [<i>yr adran a fewnosodir gan welliant 122</i>] (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth), a'.</p>	<p>this amendment is to add the restrictions to the list of fundamental provisions of fixed term standard contracts which cannot be varied.</p>
112	<p>Section 135, page 60, line 27, leave out 'contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i)' and insert 'fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved'.</p>	<p>Adran 135, tudalen 60, hepgorer llinell 30 a mewnosoder—</p> <p>'() na fyddai'r ddarpariaeth sylfaenol y mae'r teler yn ei hymgorffori wedi ei hymgorffori neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi, ond ym marn deiliad y contract effaith hyn fyddai bod sefyllfa deiliad y contract yn gwella;'.</p>	<p>See amendment 105.</p>
113	<p>Page 64, line 34, leave out section 146 and insert—</p> <p>'146 Temporary exclusion: guidance</p> <p>(1) The Welsh Ministers must issue guidance about the exercise by landlords of their functions under section 145.</p> <p>(2) In the exercise of those functions, a landlord must have regard to guidance issued under subsection (1).'</p>	<p>Tudalen 64, llinell 35, hepgorer adran 146 a mewnosoder—</p> <p>'146 Gwahardd dros dro: canllawiau</p> <p>(1) Rhaid i Weinidogion Cymru ddyroddi canllawiau ynghylch arfer swyddogaethau o dan adran 145 gan landlordiaid.</p> <p>(2) Wrth arfer y swyddogaethau hynny, rhaid i landlordiaid roi sylw i ganllawiau a ddyroddir o dan is-adran (1).'</p>	<p>This amendment will change from a power to a duty the issuing of guidance to which landlords must have regard in deciding to temporarily exclude a contract-holder under section 145.</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
114	Section 155, page 69, line 9, leave out '16' and insert '18'.	Adran 155, tudalen 69, llinell 11, hepgorer '16' a mewnosoder '18'.	Consequential to amendment 82.
115	<p>Page 75, after line 8, insert a new section—</p> <p>[] Restrictions on section 173: notice may not be given in first four months of occupation</p> <p>(1) The landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the contract.</p> <p>(2) If the contract is a substitute occupation contract, the landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the original contract.</p> <p>(3) For the purposes of subsection (2)—</p> <p>(a) an occupation contract is a substitute occupation contract if—</p> <p>(i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,</p> <p>(ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and</p> <p>(iii) the contract relates to the same (or substantially the same) dwelling as the</p>	<p>Tudalen 75, ar ol llinell 8, mewnosoder adran newydd—</p> <p>[] Cyfyngiadau ar adran 173: ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth</p> <p>(1) Ni chaiff y landlord roi hysbysiad o dan adran 173 cyn diwedd y cyfnod o bedwar mis sy'n dechrau a diwrnod meddiannu'r contract.</p> <p>(2) Os yw'r contract yn gontract meddiannaeth sy'n cymryd lle contract arall, ni chaiff y landlord roi hysbysiad o dan adran 173 cyn diwedd y cyfnod o bedwar mis sy'n dechrau a dyddiad meddiannu'r contract gwreiddiol.</p> <p>(3) At ddibenion is-adran (2)—</p> <p>(a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall—</p> <p>(i) os yw dyddiad meddiannu'r contract yn dod yn union ar ol diwedd contract meddiannaeth blaenorol,</p> <p>(ii) os oedd, yn union cyn dyddiad meddiannu'r contract, ddeiliad contract o dan y contract yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract yn landlord o dan y contract blaenorol,</p>	<p>The purpose of this amendment is to insert an additional restriction on the landlord's ability to serve a landlord's notice under section 173, such that the notice cannot be issued within the first four months of occupation.</p> <p>The effect of the amendment, taken together with the requirement for a minimum two-month notice period associated with a landlord's notice, is to provide a contract-holder with a minimum period of entitlement to occupy a dwelling of at least six months.</p> <p>The amendment also addresses the situation where one or more contracts are made in succession by the parties in connection with the dwelling during the first four months, such that the four-month restriction on issuing a landlord's notice is counted from the occupation date of the original contract.</p> <p>This amendment also provides that the section is to be incorporated as a fundamental term of periodic standard contracts, save where the term allowing for a landlord to seek possession by is not included in the occupation contract, or where the contract is included in the Schedule inserted by amendment 155</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
	<p>preceding contract, and</p> <p>(b) “original contract” means—</p> <p>(i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;</p> <p>(ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.</p> <p>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which—</p> <p>(a) do not incorporate section 173 as a term of the contract, or</p> <p>(b) which are within Schedule [<i>new Schedule inserted by amendment 155</i>] (whether or not they incorporate section 173 as a term of the contract),</p> <p>and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.’</p>	<p>a</p> <p>(iii) os yw'r contract yn ymwneud a'r un annedd (neu'r un annedd i raddau helaeth) a'r contract blaenorol, a</p> <p>(b) ystyr “contract gwreiddiol” yw—</p> <p>(i) an fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ol diwedd contract nad yw'n gontract meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth sy'n rhagflaenu'r contract meddiannaeth sy'n cymryd lle contract arall;</p> <p>(ii) pan fo cyfres o gontractau olynol yn gontractau meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu'r cyntaf o'r contractau meddiannaeth sy'n cymryd lle contract arall.</p> <p>(4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol, ac eithrio contractau safonol cyfnodol—</p> <p>(a) nad ydynt yn ymgorffori adran 173 fel un o delerau'r contract, neu</p> <p>(b) sydd o fewn Atodlen [<i>yr Atodlen a fewnosodir gan welliant 155</i>] (pa un a ydynt yn ymgorffori adran 173 fel un o</p>	<p>(standard contracts to which the restriction on giving landlord's notice does not apply).</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
		<p>delerau'r contract ai peidio), ac mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon, ac na chaniateir ei hymgorffori ynghyd ag addasiadau iddi.'</p>	
116	<p>Section 175, page 75, line 10, after '31(1)', insert 'or ([<i>new subsection inserted by amendment 87</i>])'.</p>	<p>Adran 175, tudalen 75, llinell 10, ar ôl '31(1)', mewnosoder 'neu ([<i>yr adran a fewnosodir gan welliant 87</i>])'.</p>	<p>Consequential to amendment 87. This effect of this amendment is that the landlord will not be able to issue a landlord's notice to a new contract-holder where a written statement of the contract has not been provided.</p>
117	<p>Section 176, page 75, line 39, after 'contracts', insert 'which incorporate section 173 as a term of the contract'.</p>	<p>Adran 176, tudalen 75, llinell 39, ar ôl 'cyfnodol', mewnosoder 'sy'n ymgorffori adran 173 fel un o delerau'r contract'.</p>	<p>This is a drafting amendment reflecting that section 176 is not relevant to contracts which do not include the landlord's notice provision in section 173.</p>
118	<p>Section 185, page 79, after line 33, insert— '() The specified date may not be less than six months after— (a) the occupation date of the contract, or (b) if the contract is a substitute contract, the occupation date of the original contract.'</p>	<p>Adran 185, tudalen 79, ar ôl llinell 33, mewnosoder— '() Ni chaiff y dyddiad a bennir fod yn llai na chwe mis ar ôl— (a) yddiad meddiannu'r contract, neu (b) os yw'r contract yn gontract sy'n cymryd lle contract arall, dyddiad meddiannu'r contract gwreiddiol.'</p>	<p>The purpose of this amendment is to insert a requirement that, in relation to terminating a fixed term standard contract, a landlord's notice may not specify a date for the contract-holder to give up possession which is less than six months after the occupation date of the contract. The effect of the amendment is to provide a contract-holder with a minimum period of entitlement to occupy of at least six months. The landlord's notice may be served during the first four months but the date specified for the contract-holder to give up possession cannot be less than six months after the occupation date of the contract.</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
119	Section 185, page 79, at the beginning of line 34, insert ‘Subject to subsection (<i>[new subsection inserted by amendment 118]</i>)’.	Adran 185, tudalen 79, ar ddechrau llinell 34, mewnosoder ‘Yn ddarostyngedig i is-adran (<i>[yr isadran a fewnosodir gan welliant 118]</i>)’.	Consequential to amendment 118.
120	<p>Section 185, page 79, after line 37, insert—</p> <p>‘() For the purposes of subsection (<i>[new subsection inserted by amendment 118]</i>)—</p> <p>(a) an occupation contract is a substitute occupation contract if—</p> <p>(i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,</p> <p>(ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and</p> <p>(iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and</p> <p>(b) “original contract” means—</p> <p>(i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which</p>	<p>Adran 185, tudalen 79, ar ôl llinell 37, mewnosoder—</p> <p>‘() At ddibenion is-adran (<i>[yr adran a fewnosodir gan welliant 118]</i>)—</p> <p>(a) mae contract meddiannaeth yn gontract meddiannaeth sy’n cymryd lle contract arall—</p> <p>(i) os yw dyddiad meddiannu’r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,</p> <p>(ii) os oedd, yn union cyn dyddiad meddiannu’r contract, ddeiliad contract o dan y contract yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract yn landlord o dan y contract blaenorol, a</p> <p>(iii) os yw’r contract yn ymwneud â’r un annedd (neu’r un annedd i raddau helaeth) â’r contract blaenorol, a</p> <p>(b) ystyr “contract gwreiddiol” yw—</p> <p>(i) pan fo dyddiad meddiannu’r contract meddiannaeth sy’n cymryd lle contract arall yn dod yn union ar</p>	Consequential to amendment 118. The amendment addresses the situation where one or more contracts are made in succession by the parties in connection with the dwelling during the restricted period, such that the limitation on the date specified in a landlord’s notice is counted from the occupation date of the original contract.

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
	<p>precedes the substitute occupation contract;</p> <p>(ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.’.</p>	<p>ôl diwedd contract nad yw’n gontract meddiannaeth sy’n cymryd lle contract arall, y contract meddiannaeth sy’n rhagflaenu’r contract meddiannaeth sy’n cymryd lle contract arall;</p> <p>(ii) pan fo cyfres o gontractau olynol yn gontractau meddiannaeth sy’n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu’r cyntaf o’r contractau meddiannaeth sy’n cymryd lle contract arall.’.</p>	
121	<p>Section 185, page 80, line 9, after ‘contracts’, insert—</p> <p>‘; subsections (<i>[new subsection inserted by amendment 118]</i>) and (<i>[new subsection inserted by amendment 120]</i>) are fundamental provisions which are incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—</p> <p>(a) do not incorporate subsection (1) as a term of the contract, or</p> <p>(b) which are within Schedule <i>[new Schedule inserted by amendment 155]</i> (whether or not they incorporate subsection (1) as a term of the contract),</p> <p>and section 20 provides that those subsections must be incorporated, and must not be incorporated with modifications.’.</p>	<p>Adran 185, tudalen 80, llinell 9, ar ôl ‘penodol’, mewnosoder—</p> <p>‘; mae is-adrannau (<i>[yr adran a fewnosodir gan welliant 118]</i>) a (<i>[yr adran a fewnosodir gan welliant 120]</i>) yn ddarpariaethau sylfaenol sydd wedi eu hymgorffori fel un o delerau pob contract safonol cyfnod penodol, ac eithrio contractau safonol cyfnod penodol—</p> <p>(a) nad ydynt yn ymgorffori is-adran (1) fel un o delerau’r contract, neu</p> <p>(b) sydd o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> (pa un a ydynt yn ymgorffori is-adran (1) fel un o delerau’r contract ai peidio),</p> <p>ac mae adran 20 yn darparu bod rhaid ymgorffori’r is-adrannau hynny, ac na chaniateir eu hymgorffori ynghyd ag</p>	<p>The purpose of this amendment is to set out the circumstances under which sub-sections 2 and 4 of section 185 are incorporated into fixed term standard contracts.</p> <p>The effect of the amendment is the sub-sections are included in all fixed term standard contracts except where the term allowing for a landlord to seek possession by a landlord’s notice is not included in the occupation contract, or where the contract is included in the Schedule inserted by amendment 155 (standard contracts to which the restriction on giving landlord’s notice does not apply).</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
		addasiadau iddynt'.	
122	<p>Page 82, after line 23, insert a new section—</p> <p>[] Restrictions on use of landlord's break clause: first four months of occupation</p> <p>(1) The landlord may not give notice under a landlord's break clause before the end of the period of four months starting with the occupation date of the contract.</p> <p>(2) If the contract is a substitute occupation contract, the landlord may not give notice under a landlord's break clause before the end of the period of four months starting with the occupation date of the original contract.</p> <p>(3) For the purposes of subsection (2)—</p> <p>(a) an occupation contract is a substitute occupation contract if—</p> <p>(i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,</p> <p>(ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and</p> <p>(iii) the contract relates to the same (or substantially the same) dwelling as the</p>	<p>Tudalen 82, ar ol llinell 24, mewnosoder adran newydd—</p> <p>[] Cyfyngiadau ar ddefnyddio cymal terfynu'r landlord: pedwar mis cyntaf meddiannaeth</p> <p>(1) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord cyn diwedd y cyfnod o bedwar mis sy'n dechrau a diwrnod meddiannu'r contract.</p> <p>(2) Os yw'r contract yn gontract meddiannaeth sy'n cymryd lle contract arall, ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord cyn diwedd y cyfnod o bedwar mis sy'n dechrau a dyddiad meddiannu'r contract gwreiddiol.</p> <p>(3) At ddibenion is-adran (2)—</p> <p>(a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall—</p> <p>(i) os yw dyddiad meddiannu'r contract yn dod yn union ar ol diwedd contract meddiannaeth blaenorol,</p> <p>(ii) os oedd, yn union cyn dyddiad meddiannu'r contract, ddeiliad contract o dan y contract yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract yn landlord o dan y contract blaenorol,</p>	<p>The purpose of this amendment is to insert a section which restricts the use of a landlord's break clause under a fixed term standard contract during the first four months of occupation.</p> <p>The effect of the amendment, taken together with the requirement for a minimum two-month notice period associated with use of a landlord's break clause, is to provide a contract-holder with a minimum period of entitlement to occupy of at least six months.</p> <p>The amendment also addresses the situation where more than one contract applies during the first four months, such that the four-month restriction on using a landlord's break clause is counted from the occupation date of the original contract.</p> <p>Furthermore, the amendment sets out the circumstances under which the section is incorporated into fixed term standard contracts. The effect is that the section is included in all fixed term standard contracts except those without a landlord's break clause or where the contract is included in the Schedule inserted by amendment 155 (standard contracts to which the restriction on giving landlord's notice does not apply).</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
	<p>preceding contract, and</p> <p>(b) “original contract” means—</p> <p>(i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;</p> <p>(ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.</p> <p>(4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—</p> <p>(a) do not have a landlord’s break clause, or</p> <p>(b) which are within Schedule [<i>new Schedule inserted by amendment 155</i>] (whether or not they have a landlord’s break clause),</p> <p>and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.’.</p>	<p>a</p> <p>(iii) os yw'r contract yn ymwneud a'r un annedd (neu'r un annedd i raddau helaeth) a'r contract blaenorol, a</p> <p>(b) ystyr “contract gwreiddiol” yw—</p> <p>(i) pan fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ol diwedd contract nad yw'n gontract meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth sy'n rhagflaenu'r contract meddiannaeth sy'n cymryd lle contract arall;</p> <p>(ii) pan fo cyfres o gontractau olynol yn gontractau meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu'r cyntaf o'r contractau meddiannaeth sy'n cymryd lle contract arall.</p> <p>(4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol, ac eithrio contractau safonol cyfnod penodol—</p> <p>(a) nad ydynt yn cynnwys cymal terfynu'r landlord, neu</p> <p>(b) sydd o fewn Atodlen [<i>yr Atodlen a fewnosodir gan welliant 155</i>] (pa un a ydynt yn cynnwys cymal terfynu'r</p>	

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
		landlord ai peidio), ac mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon, ac na chaniateir ei hymgorffori ynghyd ag addasiadau iddi.'	
123	Section 195, page 82, line 25, after '31(1)', insert 'or ([<i>new subsection inserted by amendment 87</i>])'.	Adran 195, tudalen 82, llinell 27, ar ôl '31(1)', mewnosoder 'neu ([<i>yr adran a fewnosodir gan welliant 87</i>])'.	Consequential to amendment 87. This effect of this is that the landlord will not be able to give a notice under a landlord's break clause to a new contract-holder where a written statement of the contract has not been provided.
124	Section 202, page 85, after line 28, insert— '() section [<i>new section inserted by amendment 115</i>] (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation);'.	Adran 202, tudalen 85, ar ôl llinell 28, mewnosoder— '() adran [<i>yr adran a fewnosodir gan welliant 115</i>] (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth);'.	Consequential to amendment 115. The purpose of this amendment is to insert the restriction on issuing a landlord's notice during the first four months into the list of sections under which a court may not hear a possession claim if the landlord has failed to act in accordance with those sections.
125	Section 202, page 86, after line 2, insert— '() section [<i>new section inserted by amendment 122</i>] (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation);'.	Adran 202, tudalen 86, ar ôl llinell 2, mewnosoder— '() adran [<i>yr adran a fewnosodir gan welliant 122</i>] (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth);'.	Consequential to amendment 122. The purpose of this amendment is to insert the restriction on use of a landlord's break clause into the list of sections under which a court may not hear a possession claim if the landlord has failed to act in accordance with those sections.
126	Nid oes angen diwygio'r fersiwn Saesneg. There is no	Adran 215, tudalen 91, llinell 30, hepgorer 'nad yw'r landlord wedi cydymffurfio a	Translation correction. No change to the

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
	need to amend the English version.	rhwymedigaethau'r landlord o dan adran 91 neu 92' a mewnosoder 'yw deiliad y contract wedi gorfodi rhwymedigaethau'r landlord o dan adran 91 neu 92 neu wedi dibynnu arnynt'.	English text.
127	Section 215, page 91, after line 33, insert— '(4) The Welsh Ministers may by regulations amend this section for the purpose of providing for further descriptions of retaliatory claim.'	Adran 215, tudalen 91, ar ôl llinell 33, mewnosoder— '(4) Caiff Gweinidogion Cymru ddiwygio'r adran hon drwy reoliadau at ddiben darparu ar gyfer disgrifiadau pellach o hawliad dialgar.'	The purpose of this amendment is to insert an additional power in the Bill relating to retaliatory eviction. The effect is that the Welsh Ministers will be able, by regulations, to set out circumstances in addition to those set out in section 215 under which a court may consider a possession claim to be retaliatory.
128	Section 231, page 99, line 27, leave out '16' and insert '18'.	Adran 231, tudalen 99, llinell 27, hepgorer '16' a mewnosoder '18'.	Consequential to amendment 82.
129	Section 231, page 99, line 28, leave out '16' and insert '18'.	Adran 231, tudalen 99, llinell 28, hepgorer '16' a mewnosoder '18'.	Consequential to amendment 82.
130	Section 231, page 100, line 4, leave out '16' and insert '18'.	Adran 231, tudalen 100, llinell 4, hepgorer '16' a mewnosoder '18'.	Consequential to amendment 82.
131	Page 100, line 5, leave out section 232.	Tudalen 100, llinell 5, hepgorer adran 232.	Consequential to amendment 82. The purpose of this amendment is to remove section 232 (contract-holders aged 16 and 17) from the Bill.

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
132	Section 255, page 114, after line 23, insert— '() section 215 (power to amend that section).'	Adran 255, tudalen 114, ar ôl llinell 26, mewnosoder— '() adran 215 (pŵer i ddiwygio'r adran honno).'	Consequential to amendment 127. This amendment makes regulations providing for further descriptions of retaliatory claim subject to the affirmative procedure.
133	Section 255, page 114, after line 29, insert— '() paragraph [<i>paragraph inserted by amendment 153</i>] of Schedule 5 (power to amend that Schedule).'	Adran 255, tudalen 114, ar ôl llinell 32, mewnosoder— '() paragraff [<i>y paragraff a fewnosodir gan welliant 153</i>] o Atodlen 5 (pŵer i ddiwygio'r Atodlen honno).'	Consequential to amendment 153. The purpose of the amendment is to make the power to amend Schedule 5 subject to the affirmative procedure.
134	Section 255, page 114, after line 31, insert— '(k) paragraph [<i>paragraph inserted by amendment 166</i>] of Schedule 11 (power to amend that Schedule).'	Adran 255, tudalen 114, ar ôl llinell 34, mewnosoder— '(k) paragraff [<i>y paragraff a fewnosodir gan welliant 166</i>] o Atodlen 11 (pŵer i ddiwygio'r Atodlen honno).'	Consequential to amendment 166. The purpose of the amendment is to make the power to amend Schedule 11 subject to the affirmative procedure.
135	Section 255, page 114, after line 31, insert— '(k) paragraph 13 of Schedule [<i>new Schedule inserted by amendment 155</i>] (power to amend that Schedule).'	Adran 255, tudalen 114, ar ôl llinell 34, mewnosoder— '(k) paragraff 13 o Atodlen [<i>yr Atodlen a fewnosodir gan welliant 155</i>] (pŵer i ddiwygio'r Atodlen honno).'	Consequential to amendment 155. The purpose of this amendment is to make the power to amend the Schedule inserted by that amendment subject to the affirmative procedure.
136	Schedule 1, page 120, Table 4, line 5, column 3, leave out— 'and 126 are not incorporated. Section 176 (breach of deposit rules)' and insert— ' , 126, [<i>section inserted by amendment 115</i>] and 176	Atodlen 1, tudalen 120, Tabl 4, llinell 6, colofn 3, hepgorer— 'a 126 yn cael eu hymgorffori. Rhaid ymgorffori adran 176 (torri'r rheolau blaendal)', a mewnosoder— ' , 126, [<i>yr adran a fewnosodir gan welliant 115</i>] a	Consequential to amendment 115.

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	do not apply. Section <i>[section inserted by amendment 115]</i> also does not apply to a contract that is within Schedule <i>[Schedule inserted by amendment 155]</i> . If a contract incorporates section 173 and is not within Schedule <i>[Schedule inserted by amendment 155]</i> , section <i>[section inserted by amendment 115]</i> must be incorporated without modification. If a contract incorporates section 173, section 176’.	176 yn gymwys. Nid yw adran <i>[yr adran a fewnosodir gan welliant 115]</i> ychwaith yn gymwys i gontract sydd o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> . Os yw contract yn ymgorffori adran 173 ac nad yw o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> , rhaid ymgorffori adran <i>[yr adran a fewnosodir gan welliant 115]</i> heb ei haddasu. Os yw contract yn ymgorffori adran 173, rhaid ymgorffori adran 176’.	
137	Schedule 1, page 122, Table 5, line 32, column 3, insert— ‘Subsections (<i>[subsection inserted by amendment 118]</i>) and (<i>[subsection inserted by amendment 120]</i>) of section 185 do not apply to a contract which does not incorporate subsection (1), or a contract that is within Schedule <i>[Schedule inserted by amendment 155]</i> . If a contract incorporates subsection (1) and is not within Schedule <i>[Schedule inserted by amendment 155]</i> , subsections (<i>[subsection inserted by amendment 118]</i>) and (<i>[subsection inserted by amendment 120]</i>) must be incorporated without modification.’	Atodlen 1, tudalen 122, Tabl 5, llinell 33, colofn 3, mewnosoder— ‘Nid yw is-adrannau (<i>[yr adran a fewnosodir gan welliant 118]</i>) a (<i>[yr adran a fewnosodir gan welliant 120]</i>) o adran 185 yn gymwys i gontract nad yw’n ymgorffori is-adran (1), neu i gontract sydd o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> . Os yw contract yn ymgorffori is-adran (1) ac nad yw o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> , rhaid ymgorffori is-adrannau (<i>[yr adran a fewnosodir gan welliant 118]</i>) a (<i>[yr adran a fewnosodir gan welliant 120]</i>) heb eu haddasu.’	Consequential to amendment 118.
138	Schedule 1, page 123, Table 5, after line 6, column 3, insert— ‘Section <i>[new section inserted by amendment 122]</i> also does not apply to a contract within Schedule <i>[Schedule inserted by amendment 155]</i> If a contract has a landlord’s break clause and is not within Schedule <i>[Schedule inserted by amendment 155]</i> , section <i>[new section inserted by amendment 122]</i>	Atodlen 1, tudalen 123, Tabl 5, ar ol llinell 8, colofn 3, mewnosoder— ‘Nid yw adran <i>[yr adran a fewnosodir gan welliant 122]</i> ychwaith yn gymwys i gontract sydd o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> . Os oes gan gontract gymal terfynu’r landlord ac nad yw o fewn Atodlen <i>[yr Atodlen a fewnosodir gan welliant 155]</i> , rhaid ymgorffori	Consequential to amendment 122.

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	must be incorporated without modification.’	adran [yr adran a fewnosdir gan welliant 122] heb ei haddasu.’	
139	Schedule 2, page 125, leave out line 3.	Atodlen 2, tudalen 125, hepgorer llinell 2.	The purpose of the amendment is to remove ‘barracks’ from the list of accommodation which can be subject to an occupation contract where notice is given. See also amendments 146 and 147.
140	Schedule 2, page 125, line 18, leave out paragraph 5.	Atodlen 2, tudalen 125, hepgorer llinell 19, hepgorer paragraff 5.	Consequential to amendment 139.
141	Schedule 2, page 126, line 6, after ‘applies’, insert ‘under sub-paragraph (1)’.	Atodlen 2, tudalen 126, llinell 6, ar ôl ‘gymwys’, mewnosoder ‘o dan is-baragraff (1)’.	Consequential to amendment 142.
142	<p>Schedule 2, page 126, after line 8, insert—</p> <p>() The shared accommodation exception also applies if—</p> <p>(a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with another person (“the beneficiary”),</p> <p>(b) immediately before the tenancy or licence is made the beneficiary occupies as his or her only or principal home a dwelling which includes all or part of the shared accommodation,</p> <p>(c) that dwelling is subject to a trust, and</p> <p>(d) under the trust the beneficiary—</p> <p>(i) is entitled to an interest in the dwelling,</p>	<p>Atodlen 2, tudalen 126, ar ôl llinell 8, mewnosoder—</p> <p>() Mae'r eithriad llety a rennir hefyd yn gymwys—</p> <p>(a) os yw telerau'r denantiaeth neu'r drwydded yn darparu i'r tenant neu'r trwyddedai rannu unrhyw lety gyda pherson arall (“y buddiolwr”),</p> <p>(b) os yw'r buddiolwr, yn union cyn gwneud y denantiaeth neu'r drwydded, yn meddiannu annedd sy'n cynnwys y cyfan neu ran o'r llety a rennir fel ei unig gartref neu ei brif gartref,</p> <p>(c) os yw'r annedd honno'n ddarostyngedig i ymddiriedolaeth, a</p> <p>(d) os oes gan y buddiolwr o dan yr</p>	<p>The purpose of this amendment is to provide for an additional circumstance where the shared accommodation exception under paragraph 3(2)(e) of Schedule 2 applies.</p> <p>The effect of the amendment is add to the list of tenancies and licences which are not occupation contracts unless notice is given, the situation being where the beneficiary of a trust is sharing accommodation with the tenant or licensee.</p> <p>The following example describes such a situation. If the partner in whose name a property is held dies, and the property is left to a child, it is not uncommon for the surviving partner to remain living in the property pursuant to a will trust. The</p>

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	<p>and</p> <p>(ii) by reason of that interest, is entitled to occupy the dwelling.</p> <p>() But the exception applies under sub-paragraph (<i>first sub-paragraph inserted by this amendment</i>) only while the beneficiary continues to occupy such a dwelling as the beneficiary's only or principal home.'</p>	<p>ymdiriedolaeth—</p> <p>(i) hawl i fuddiant yn yr annedd, a</p> <p>(ii) o ganlyniad i'r hawl honno, hawl i feddiannu'r annedd.</p> <p>() Ond nid yw'r eithriad yn gymwys o dan is-baragraff (<i>yr is-adran cyntaf a fewnosodir gan welliant hwn</i>) ond tra bo'r buddiolwr yn parhau i feddiannu annedd o'r fath fel ei unig gartref neu ei brif gartref.'</p>	<p>surviving partner would be occupying the property as a beneficiary under that trust. If a room in the property is rented to a third party, say to help cover costs, then the shared accommodation exception would apply, even though the landlord (the trustee appointed under the will) is not themselves living in the property.</p>
143	Schedule 2, page 126, line 9, after 'landlord', insert 'or beneficiary'.	Atodlen 2, tudalen 126, llinell 9, ar ôl 'landlord', mewnosoder 'neu'r buddiolwr'.	Consequential to amendment 142.
144	Schedule 2, page 126, line 10, after 'landlord', insert 'or beneficiary'.	Atodlen 2, tudalen 126, llinell 10, ar ôl 'landlord', mewnosoder 'neu'r buddiolwr'.	Consequential to amendment 142.
145	Schedule 2, page 126, line 22, leave out '16' and insert '18'.	Atodlen 2, tudalen 126, llinell 23, hepgorer '16' a mewnosoder '18'.	Consequential to amendment 82.
146	Schedule 2, page 126, after line 36, insert— '() a tenancy or licence which relates to armed forces accommodation (see paragraph [<i>new paragraph inserted by amendment 147</i>]);'	Atodlen 2, tudalen 126, ar ôl llinell 37, mewnosoder— '() tenantiaeth neu drwydded sy'n ymwneud â llety'r lluoedd arfog (gweler paragraff [<i>y paragraff a fewnosodir gan welliant 147</i>]);'	<p>The purpose of this amendment is to insert accommodation relating to the armed forces into the list of tenancies and licences that are never occupation contracts.</p> <p>The effect of the amendment is to provide an exemption from the scope of the Bill for accommodation relating to the armed forces.</p>
147	Schedule 2, page 127, after line 27, insert— ' <i>Meaning of "armed forces accommodation"</i> '	Atodlen 2, tudalen 127, ar ôl llinell 28, mewnosoder—	Consequential to amendment 146. This amendment defines 'armed forces accommodation'.

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	<p>10 Armed forces accommodation is accommodation which is provided to—</p> <p>(a) a member of any of Her Majesty's forces,</p> <p>(b) a member of the family of a member of any of Her Majesty's forces, or</p> <p>(c) a civilian subject to service discipline (within the meaning of section 370 of the Armed Forces Act 2006 (c. 52)),</p> <p>for the purposes of any of Her Majesty's forces.'</p>	<p><i>'Ystyr "llety'r lluoedd arfog"</i></p> <p>10 Llety'r lluoedd arfog yw llety a ddarperir i—</p> <p>(a) aelod o unrhyw un o luoedd Ei Mawrhydi,</p> <p>(b) aelod o deulu aelod o unrhyw un o luoedd Ei Mawrhydi, neu</p> <p>(c) sifiliad sy'n ddarostyngedig i ddisgyblaeth y lluoedd arfog (o fewn ystyr adran 370 o Ddeddf y Lluoedd Arfog 2006 (p. 52)),</p> <p>at ddibenion unrhyw un neu ragor o luoedd Ei Mawrhydi.'</p>	
148	<p>Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version.</p>	<p>Atodlen 3, tudalen 133, llinell 12, hepgorer 'berthnasol i lety' a mewnosoder 'ymwneud â llety'.</p>	<p>Translation correction. No change to the English text.</p>
149	<p>Schedule 5, page 145, line 14, leave out 'at the end of the original contract, a substitute occupation contract is made between the landlord and the contract-holder' and insert 'the original contract is replaced with a substitute occupation contract'.</p>	<p>Atodlen 5, tudalen 145, llinell 15, hepgorer 'wneir, ar ddiwedd y contract gwreiddiol, gonaeth meddiannaeth arall sy'n cymryd lle'r un gwreiddiol rhwng y landlord a deiliad y contract' a mewnosoder 'fo contract meddiannaeth yn cymryd lle'r contract gwreiddiol'.</p>	<p>This is a technical amendment, reflecting the fact that substitute contracts will, at times, arise by operation of law, rather than being specifically entered into by the positive action of the parties to the contract.</p>
150	<p>Schedule 5, page 145, line 16, leave out 'when the substitute occupation contract is made,'.</p>	<p>Atodlen 5, tudalen 145, llinell 17, hepgorer 'wneir y contract meddiannaeth arall, mae'r' a mewnosoder 'fo'r'.</p>	<p>This is a technical amendment in similar terms to amendment 149.</p>
151	<p>Schedule 5, page 145, after line 21, insert— '() This paragraph also applies where—</p>	<p>Atodlen 5, tudalen 145, ar ôl llinell 22, mewnosoder—</p>	<p>The purpose of this amendment is to ensure that existing tenancy deposits can be carried forward to future succeeding</p>

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	<p>(a) a substitute occupation contract is replaced with a new substitute occupation contract, and</p> <p>(b) the deposit that was paid in connection with the original contract continues to be held—</p> <p>(i) in connection with the new substitute occupation contract, and</p> <p>(ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in subparagraph (1)(b)(ii) and (iii) were last complied with in respect of it.’.</p>	<p>() Mae'r paragraff hwn hefyd yn gymwys—</p> <p>(a) pan fo contract meddiannaeth newydd yn cymryd lle contract meddiannaeth a oedd ei hun yn gontract meddiannaeth a oedd yn cymryd lle contract meddiannaeth arall, a</p> <p>(b) pan fo'r blaendal a dalwyd mewn cysylltiad â'r contract gwreiddiol yn parhau i gael ei ddal—</p> <p>(i) mewn cysylltiad â'r contract meddiannaeth newydd sy'n cymryd lle contract arall, a</p> <p>(ii) yn unol â'r un cynllun blaendal awdurdodedig â phan gydymffurfiwyd ddiwethaf â'r gofynion a grybwyllir yn is-baragraff (1)(b)(ii) a (iii) mewn perthynas ag ef.’.</p>	<p>occupation contracts, not just occupation contracts which replace the original contract entered into by the parties.</p> <p>The effect is to remove any requirement to re-protect a tenancy deposit where there may be successive substitute occupation contracts, providing the deposit continues to be protected in accordance with requirements.</p>
152	<p>Schedule 5, page 145, line 24, leave out—</p> <p>‘a substitute occupation contract is made between the landlord and the contract-holder at the end of an occupation contract if—</p> <p>(a) the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) dwelling which has an occupation date falling immediately after the original contract ends,</p> <p>(b) an occupation contract is replaced with</p>	<p>Atodlen 5, tudalen 145, llinell 25, hepgorer—</p> <p>‘gwneir contract meddiannaeth arall sy'n cymryd lle'r un gwreiddiol rhwng y landlord a deiliad y contract ar ddiwedd contract meddiannaeth—</p> <p>(a) os yw'r landlord a deiliad y contract wedi gwneud contract meddiannaeth newydd mewn perthynas a'r un annedd (neu'r un annedd i raddau helaeth) a bod ei ddyddiad meddiannu yn union ar ol i'r contract gwreiddiol ddod i ben,</p> <p>(b) os disodlir contract meddiannaeth gan</p>	<p>This is in part a technical amendment to provide for consistency in the definition of substitute occupation contracts, given the term is used in various contexts within the Bill.</p>

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	<p>another occupation contract under—</p> <ul style="list-style-type: none"> (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 <p>(c) the landlord and the contract-holder are treated under section 183(2) as having made a new periodic standard contract at the end of the term of a fixed term standard'</p> <p>and insert—</p> <p>'an occupation contract is replaced with a substitute occupation contract if—</p> <ul style="list-style-type: none"> (a) the occupation date of the substitute occupation contract falls immediately after the end of the preceding occupation contract, (b) the landlord and contract-holder under the substitute occupation contract are the same as under the preceding contract, and (c) the substitute occupation contract relates to the same (or substantially the same) 	<p>gontract meddiannaeth arall o dan—</p> <ul style="list-style-type: none"> (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 <p>(c) os yw'r landlord a deiliad y contract i'w trin o dan adran 183(2) fel pe baent wedi gwneud contract safonol cyfnodol newydd ar ddiwedd cyfnod contract safonol cyfnod penodol'</p> <p>a mewnosoder—</p> <p>'mae contract meddianaeth yn cymryd lle contract meddiannaeth arall—</p> <ul style="list-style-type: none"> (a) os yw dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ol diwedd y contract meddiannaeth blaenorol, (b) os yw'r landlord a deiliad y contract o dan y contract meddiannaeth sy'n cymryd lle contract arall yr un fath ag o 	

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	dwelling as the preceding’.	dan y contract blaenorol, ac (c) os yw’r contract meddiannaeth sy’n cymryd lle contract arall yn ymwneud a’r un annedd (neu’r un annedd i raddau helaeth) a’r contract blaenorol’.	
153	Schedule 5, page 145, after line 38, insert— <i>‘Power to amend Schedule</i> 5 The Welsh Ministers may by regulations amend this Schedule.’.	Atodlen 5, tudalen 145, ar ol llinell 39, mewnosoder— <i>‘Pŵer i ddiwygio’r Atodlen</i> 5 Caiff Gweinidogion Cymru ddiwygio’r Atodlen hon drwy reoliadau.’.	The amendment provides for a power to amend Schedule 5. This power, which is subject to the affirmative procedure, will enable the detailed provisions relating to the protection of tenancy deposits to be updated in a timely and effective manner to reflect any future changes.
154	Schedule 7, page 152, after line 7, insert— <i>‘(8) Prohibited conduct standard contracts are within Schedule [new Schedule inserted by amendment 155]; accordingly section [new section inserted by amendment 115] (restriction on giving landlord’s notice during first four months of occupation) is not incorporated as a term of a prohibited conduct standard contract.’.</i>	Atodlen 7, tudalen 152, ar ôl llinell 9, mewnosoder— <i>‘(8) Mae contractau safonol ymddygiad gwaharddedig o fewn Atodlen [yr Atodlen a fewnosodir gan welliant 155];; o ganlyniad nid yw adran [yr adran a fewnosodir gan welliant 115] (cyfyngiad ar roi hysbysiad y landlord yn ystod pedwar mis cyntaf meddiannaeth) wedi ei hymgorffori fel un o delerau contract safonol ymddygiad gwaharddedig.’.</i>	Consequential to amendment 155. The purpose of this amendment is to insert a section into paragraph 2 of Schedule 7, setting out that prohibited conduct standard contracts are included in the Schedule inserted by amendment 155, and therefore the restriction on issuing a landlord’s notice during the first four months does not apply.
155	Page 161, after line 28, insert a new schedule— ‘SCHEDULE [] <i>(introduced by sections [new section inserted by amendment 115], 185 and [new section inserted by amendment 122])</i>	Tudalen 161, ar ôl llinell 31, mewnosoder atodlen newydd— ‘ATODLEN [] <i>(a gyflwynir gan adrannau [yr adran a fewnosodir gan welliant 115], 185 a [yr adran a fewnosodir</i>	The purpose of this amendment is to insert a new Schedule setting out certain types of standard contract to which the restriction on issuing a landlord’s notice during the first four months does not apply. The standard contracts where the restriction

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	<p>STANDARD CONTRACTS TO WHICH LIMITS IN SECTIONS 175, 185(2) AND 195 (LANDLORD'S NOTICE DURING FIRST SIX MONTHS OF OCCUPATION) DO NOT APPLY</p> <p><i>Prohibited conduct standard contracts</i></p> <p>1 A prohibited conduct standard contract.</p> <p><i>Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i></p> <p>2 A standard contract which would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (holiday accommodation; care institutions; temporary expedients; shared accommodation).</p> <p><i>Supported accommodation</i></p> <p>3 A standard contract which relates to supported accommodation.</p> <p><i>Accommodation for asylum seekers</i></p> <p>4 A standard contract made in order to provide accommodation under Part 6 of the Immigration and Asylum Act 1999 (c. 33) (support for asylum seekers).</p> <p><i>Accommodation for displaced persons</i></p> <p>5 A standard contract made under the Displaced Persons (Temporary Protection) Regulations 2005 (S.I. 2005/1379).</p> <p><i>Accommodation for homeless persons</i></p>	<p><i>gan welliant 122)</i></p> <p>CONTRACTAU SAFONOL NAD YW'R CYFYNGIADAU YN ADRANNAU [175], 185([2]) A [195] (HYSBYSIAD Y LANDLORD YN YSTOD CHWE MIS CYNTAF MEDDIANNAETH) YN GYMWYS IDDYNT</p> <p><i>Contractau safonol ymddygiad gwaharddedig</i></p> <p>1 Contract safonol ymddygiad gwaharddedig.</p> <p><i>Tenantiaethau a thrwyddedau sy'n gcontractau meddiannaeth oherwydd hysbysiad a roddir o dan Ran 2 o Atodlen 2</i></p> <p>2 Contract safonol na fyddai'n gcontract meddiannaeth oni bai am hysbysiad o dan baragraff 3 o Atodlen 2 (llety gwyliau; sefydliadau gofal; trefniadau hwylus dros dro; llety a rennir).</p> <p><i>Llety a chymorth</i></p> <p>3 Contract safonol sy'n ymwneud a llety a chymorth.</p> <p><i>Llety i geiswyr lloches</i></p> <p>4 Contract safonol a wneir er mwyn darparu llety o dan Ran 6 o Ddeddf Mewnfudo a Lloches 1999 (p. 33) (cymorth i geiswyr lloches).</p> <p><i>Cymorth i bersonau sydd wedi eu dadleoli</i></p> <p>5 Contract safonol a wneir o dan Reoliadau Personau a Ddadleolir (Diogelu Dros Dro)</p>	<p>will not apply are those where greater flexibility to seek to terminate a contract within the first six months is necessary. Such contracts include: prohibited conduct standard contracts issued due to a breach of the prohibited conduct term; standard contracts issued in connection with homelessness duties (other than the duty applying under section 75(1) of the Housing (Wales) Act 2014); service occupancies, where occupation of the dwelling is linked to employment; and accommodation provided on a temporary basis.</p> <p>The amendment also includes a power to amend the Schedule by regulations, subject to the affirmative procedure. This power will enable the Schedule to be updated in a timely and effective manner to reflect changing circumstances and requirements.</p>

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	<p>6 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).</p> <p><i>Service occupancy</i></p> <p>7 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.</p> <p><i>Service occupancy: police</i></p> <p>8 A standard contract where—</p> <p>(a) the contract-holder is a member of a police force, and</p> <p>(b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the Police Act 1996 (c. 16) (general regulations as to government, administration and conditions of service).</p> <p><i>Service occupancy: fire and rescue services</i></p> <p>9 A standard contract where—</p> <p>(a) the contract-holder is an employee of a fire and rescue authority,</p> <p>(b) the contract-holder's contract of employment requires him or her to live in close proximity to a particular fire station, and</p> <p>(c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.</p>	<p>2005 (O.S. 2005/1379).</p> <p><i>Llety i bersonau digartref</i></p> <p>6 Contract safonol a wneir fel y disgrifir ym mharagraff 11 neu 12 o Atodlen 2 (llety i bersonau digartref).</p> <p><i>Meddiannaeth yn rhinwedd swydd</i></p> <p>7 Contract safonol pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ol ei gontract cyflogaeth.</p> <p><i>Meddiannaeth yn rhinwedd swydd: yr heddlu</i></p> <p>8 Contract safonol—</p> <p>(a) pan fo deiliad y contract yn aelod o heddlu, a</p> <p>(b) pan fo'r annedd yn cael ei darparu i ddeiliad y contract yn ddi-rent o dan reoliadau a wnaed o dan adran 50 o Ddeddf yr Heddlu 1996 (p. 16) (rheoliadau cyffredinol o ran llywodraethu, gweinyddu ac amodau gwasanaeth).</p> <p><i>Meddiannaeth yn rhinwedd swydd: y gwasanaethau tan ac achub</i></p> <p>9 Contract safonol—</p> <p>(a) pan fo deiliad y contract yn cael ei gyflogi gan awdurdod tan ac achub,</p> <p>(b) pan fo contract cyflogaeth deiliad y contract yn ei gwneud yn ofynnol iddo</p>	

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	<p><i>Temporary accommodation: land acquired for development</i></p> <p>10 (1) A standard contract where—</p> <p>(a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and</p> <p>(b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.</p> <p>(2) “Development” has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).</p> <p><i>Temporary accommodation: short-term arrangements</i></p> <p>11 A standard contract where—</p> <p>(a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,</p> <p>(b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,</p> <p>(c) the lessor is not a community landlord, and</p> <p>(d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.</p>	<p>fyw yn agos at orsaf dan benodol, ac</p> <p>(c) pan fo'r annedd yn cael ei darparu ar ei gyfer gan yr awdurdod tan ac achub o ganlyniad i'r gofyniad hwnnw.</p> <p><i>Llety dros dro: tir sydd wedi ei gaffael ar gyfer datblygu</i></p> <p>10 (1) Contract safonol—</p> <p>(a) pan fo'r tir y mae'r annedd yn sefyll arno (gan gynnwys unrhyw dir a feddiennir ynghyd a'r annedd heblaw am dir amaethyddol sy'n fwy na 0.809 hectar) yn dir neu'r rhan o dir sydd wedi ei gaffael ar gyfer datblygu, a</p> <p>(b) pan fo'r annedd yn cael ei defnyddio gan y landlord fel llety dros dro hyd nes y bydd y tir yn cael ei ddatblygu.</p> <p>(2) Mae i “datblygu” yr ystyr a roddir i “development” yn adran 55 o Ddeddf Cynllunio Gwlad a Thref 1990 (p. 8).</p> <p><i>Llety dros dro: trefniadau tymor byr</i></p> <p>11 Contract safonol—</p> <p>(a) pan fo'r annedd wedi ei gosod i'r landlord a meddiant gwag i'w defnyddio fel llety dros dro,</p> <p>(b) pan fo telerau ei gosod yn cynnwys darpariaeth i'r lesydd gael meddiant gwag gan y landlord ar ddiwedd cyfnod penodedig neu pan fo'n ofynnol gan y</p>	

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
	<p><i>Temporary accommodation: accommodation during works</i></p> <p>12 (1) A standard contract where—</p> <p>(a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,</p> <p>(b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and</p> <p>(c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.</p> <p>(2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.</p> <p>(3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.</p> <p><i>Power to amend Schedule</i></p> <p>13 The Welsh Ministers may by regulations amend this Schedule.’</p>	<p>lesydd,</p> <p>(c) nad yw'r lesydd oddi tano yn landlord cymunedol, a</p> <p>(d) nad oes gan y landlord unrhyw fuddiant yn yr annedd ac eithrio o dan y les dan sylw neu fel morgeisiwr.</p> <p><i>Llety dros dro: llety yn ystod gwaith</i></p> <p>12 (1) Contract safonol—</p> <p>(a) pan fo'r annedd (yr “annedd dros dro”) wedi ei darparu i'w meddiannu gan ddeiliad y contract tra bo gwaith yn cael ei wneud yn yr annedd yr arferai deiliad y contract ei meddiannu fel cartref,</p> <p>(b) pan nad yw landlord yr annedd dros dro yr un a landlord yr annedd yr arferai deiliad y contract ei meddiannu (yr “hen annedd”), ac</p> <p>(c) pan nad oedd deiliad y contract yn ddeiliad contract yr hen annedd o dan gontract diogel ar yr adeg y peidiodd a'i meddiannu fel cartref.</p> <p>(2) Yn y paragraff hwn, mae cyfeiriadau at ddeiliad y contract yn cynnwys cyfeiriadau at ragflaenwyr deiliad y contract.</p> <p>(3) At ddibenion is-baragraff (2), mae person yn rhagflaenydd i ddeiliad contract o dan gontract meddiannaeth os oedd y person hwnnw yn ddeiliad contract blaenorol o</p>	

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
		<p>dan yr un contract.</p> <p><i>Pŵer i ddiwygio'r Atodlen</i></p> <p>13 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.'</p>	
156	Schedule 9, page 163, line 4, leave out '9' and insert '10'.	Atodlen 9, tudalen 163, llinell 5, hepgorer '9' a mewnosoder '10'.	<p>The purpose of this amendment is to correct a drafting error. The reference in this subparagraph should be to paragraph 10.</p> <p>The effect of the amendment is that the impact on other individuals of, for example, the nature, frequency or duration of a breach of contract, must be taken into consideration by the court in determining if it is reasonable to make a possession order in respect of the breach.</p>
157	Schedule 11, page 168, line 20, leave out paragraph 2.	Atodlen 11, tudalen 168, llinell 20, hepgorer paragraff 2.	The purpose of the amendment is to remove paragraph 2 of Schedule 11. The issue addressed by this paragraph, this being that of 'tolerated trespassers', was resolved by the Housing and Regeneration Act 2008 and so no further provision is necessary.
158	Schedule 11, page 170, line 19, after 'on', insert 'or before'.	Atodlen 11, tudalen 170, llinell 20, ar ôl 'penodedig', mewnosoder 'neu cyn y diwrnod penodedig'.	The purpose of the amendment is to provide for a notice given by a landlord under this paragraph to be in advance of the appointed day for conversion. The effect of the amendment is to ensure there can be clarity as to the status of the contract at the point

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
			of conversion.
159	Schedule 11, page 171, leave out lines 8 to 10.	Atodlen 11, tudalen 171, hepgorer llinellau 8 hyd at 11.	Consequential to amendment 89.
160	<p>Schedule 11, page 171, line 12, leave out— ‘—</p> <p>(a) in section 36(3) and 37(3), for “the period of 14 days starting with the relevant date” there were substituted “the information provision period (within the meaning of Schedule 11)”, and</p> <p>(b) sections 36(11) and 37(9) were omitted’</p> <p>and insert—</p> <p>‘for the words in section 36(3) and 37(2) there were substituted “If the landlord was required to provide the written statement under paragraph 12(1) of Schedule 11, the contract-holder may not apply to the court under subsection (1) before—</p> <p>() the end of the information provision period (within the meaning of Schedule 11), or</p> <p>() if earlier, the period of 14 days starting with the day on which the landlord gave the contract-holder the written statement.”’.</p>	<p>Atodlen 11, tudalen 171, llinell 13, hepgorer— ‘ bai—</p> <p>(a) yn adran 36(3) ac adran 37(3), “y cyfnod darparu gwybodaeth (o fewn ystyrAtodlen 11)” yn cael ei roi yn lle “y cyfnod o 14 diwrnod sy’n dechrau a’r dyddiadperthnasol”, a</p> <p>(b) adrannau 36(11) a 37(9) wedi eu hepgor’</p> <p>a mewnosoder—</p> <p>‘bai’r geiriau a ganlyn wedi eu rhoi yn lle’r geiriau yn adran 36(3) a 37(2), “Os oedd ynofynnol i’r landlord ddarparu’r datganiad ysgrifenedig o dan baragraff 12(1) o Atodlen11, ni chaiff deiliad y contract wneud cais i’r llys o dan is-adran (1) cyn—</p> <p>() diwedd y cyfnod darparu gwybodaeth (o fewn ystyr Atodlen 11), neu</p> <p>() os yw’n gynharach, y cyfnod o 14 o ddiwrnodau sy’n dechrau a’r diwrnod yrhoddodd y landlord y datganiad ysgrifenedig.”’.</p>	<p>The purpose of this amendment is to make provision to enable the contract-holder to apply to the court, in respect of an incomplete or incorrect written statement of a converted contract, either following the end of the information provision period or, if the written statement is provided earlier, 14 days after the statement is provided.</p> <p>The effect of the amendment is that the contract-holder need not wait for the expiry of the six-month information provision period (following conversion) to apply to the court for a declaration in respect of an incomplete or incorrect written statement.</p>

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
161	Schedule 11, page 176, leave out paragraph 29	Atodlen 11, tudalen 176, llinell 10, hepgorer paragraff 29.	Consequential to amendment 115. This paragraph preserved the six-month moratorium in respect of converted contracts. However, this is no longer necessary as a consequence of the restriction on issuing a landlord's notice introduced by amendment 115.
162	Schedule 11, page 177, line 34, leave out 'made'.	Atodlen 11, tudalen 177, llinell 36, hepgorer 'a wneir'.	See amendment 149.
163	Schedule 11, page 178, line 1, leave out 'the' at the first place where it appears and insert 'a'.	-Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version.	A drafting amendment to ensure that the transitional provisions apply to a substitute contract which succeeds another substitute contract and not simply the original contract. No change to the Welsh text.
164	Schedule 11, page 178, after line 2, insert— 'which relates to the same (or substantially the same) dwelling as the converted contract or substitute contract.'	Atodlen 11, tudalen 178, ar ôl llinell 2, mewnosoder— 'sy'n ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract wedi ei drosi neu'r contract sy'n cymryd lle contract arall.'	This is a drafting and technical amendment to provide for consistency in terminology relating to substitute occupation contracts.
165	Schedule 11, page 178, after line 5, insert— '() If a converted contract or a substitute contract ends under section 12(3)(a) (standard contract adopted by community landlord), the occupation contract which arises under section 12(3)(b).'	Atodlen 11, tudalen 178, ar ôl llinell 6, mewnosoder— '() Os yw contract wedi ei drosi neu gontract sy'n cymryd lle contract arall yn dod i ben o dan adran 12(3)(a) (contract safonol a fabwysiedir gan landlord cymunedol), y contract meddiannaeth sy'n codi o dan adran	The purpose of the amendment is to provide for an additional circumstance where a contract is a substitute occupation contract. The effect is to preserve the transitional provisions to any secure contract which arises by virtue of section 12(3)(b).

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
		12(3)(b).’.	
166	<p>Schedule 11, page 178, after line 12, insert—</p> <p><i>‘Power to amend Schedule</i></p> <p>35 The Welsh Ministers may by regulations amend this Schedule.’.</p>	<p>Atodlen 11, tudalen 178, ar ôl llinell 13, mewnosoder—</p> <p><i>‘Pŵer i ddiwygio’r Atodlen</i></p> <p>35 Caiff Gweinidogion Cymru ddiwygio’r Atodlen hon drwy reoliadau.’.</p>	<p>The purpose of the amendment is to insert a power to amend Schedule 11 by regulation. This power, which is subject to the affirmative procedure, will enable the provisions in the Schedule relating to the conversion of existing tenancies and licences to be amended to ensure tenants and licensees are not disadvantaged as a consequence of conversion.</p>