



Deddf Rhentu Cartrefi (Cymru) 2016

2016 dccc 1

Renting Homes (Wales) Act 2016

2016 anaw 1

Lluniwyd Nodiadau Esboniadol yn gymorth i ddeall y Deddf hon ac maent ar gael ar wahân.

Explanatory Notes have been produced to assist in the understanding of this Act and are available separately.

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CYNNWYS

RHAN 1

TROSOLWG O'R DDEDDF

Cyflwyniad i Rannau 1 a 2 ac i brif gysyniadau'r Ddeddf hon

- 1 Contractau meddiannaeth
- 2 Mathau o landlord
- 3 Darpariaethau sylfaenol a darpariaethau atodol contractau meddiannaeth
- 4 Sut i wybod pa ddarpariaethau yn y Ddeddf hon sy'n ddarpariaethau sylfaenol

Trosolwg o weddill y Ddeddf

- 5 Trosolwg o Rannau 3 i 9: gweithredu a therfynu contractau meddiannaeth
- 6 Trosolwg o Rannau 10 ac 11: darpariaeth gyffredinol

RHAN 2

CONTRACTAU MEDDIANNAETH A LANDLORDIAID

PENNOD 1

CONTRACTAU MEDDIANNAETH

- 7 Tenantiaethau a thrwyddedau sy'n gontractau meddiannaeth
- 8 Contractau diogel a chontractau safonol



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2016 anaw 1

CONTENTS

PART 1

OVERVIEW OF ACT

Introduction to Parts 1 and 2 and key concepts in this Act

- 1 Occupation contracts
- 2 Kinds of landlord
- 3 Fundamental provisions and supplementary provisions of occupation contracts
- 4 Identifying provisions of this Act which are fundamental provisions

Overview of rest of Act

- 5 Overview of Parts 3 to 9: operation and termination of occupation contracts
- 6 Overview of Parts 10 and 11: general provision

PART 2

OCCUPATION CONTRACTS AND LANDLORDS

CHAPTER 1

OCCUPATION CONTRACTS

- 7 Tenancies and licences that are occupation contracts
- 8 Secure contracts and standard contracts

PENNOD 2**NATUR CONTRACTAU Y GALL LANDLORDIAID CYMUNEDOL A LANDLORDIAID PREIFAT EU GWNEUD ETC.***Diffiniadau*

- 9 Landlordiaid cymunedol
 10 Landlordiaid preifat
 Contractau a wneir â landlordiaid cymunedol neu a fabwysiedir ganddynt
 11 Contract a wneir â landlord cymunedol
 12 Contract a fabwysiedir gan landlord cymunedol
 13 Hysbysiad o gontract safonol
 14 Adolygu hysbysiad
 15 Hysbysiad o'r hawl i benderfynu parhau ar gontract safonol cyfnod penodol
 16 Contractau safonol rhagarweiniol
 Contractau a wneir â landlordiaid preifat neu a fabwysiedir ganddynt
 17 Contract a wneir â landlordiaid preifat neu a fabwysiedir ganddynt

PENNOD 3**DARPARIAETHAU SYLFAENOL CONTRACTAU MEDDIANNAETH**

- 18 Darpariaethau sylfaenol
 19 Telerau sylfaenol a darpariaethau sylfaenol: diffiniadau
 20 Ymgorffori ac addasu darpariaethau sylfaenol
 21 Effaith peidio ag ymgorffori darpariaethau sylfaenol ac addasu darpariaethau sylfaenol
 22 Pwerau o ran darpariaethau sylfaenol

PENNOD 4**DARPARIAETHAU ATODOL CONTRACTAU MEDDIANNAETH**

- 23 Darpariaethau atodol
 24 Ymgorffori ac addasu darpariaethau atodol
 25 Effaith peidio ag ymgorffori darpariaethau atodol ac addasu darpariaethau atodol

PENNOD 5**MATERION ALLWEDDOL A THELERAU YCHWANEGOL CONTRACTAU MEDDIANNAETH**

- 26 Materion allweddol mewn perthynas â phob contract meddiannaeth
 27 Materion allweddol pellach mewn perthynas â chontractau safonol
 28 Telerau ychwanegol

PENNOD 6**CONTRACTAU ENGHREIFFTIOL**

- 29 Datganiad ysgrifenedig enghreifftiol o gontract

CHAPTER 2

NATURE OF CONTRACTS WHICH CAN BE MADE ETC. BY COMMUNITY LANDLORDS AND PRIVATE LANDLORDS

Definitions

9 Community landlords

10 Private landlords

Contracts made with or adopted by community landlords

11 Contract made with community landlord

12 Contract adopted by community landlord

13 Notice of standard contract

14 Review of notice

15 Notice of right to decide to remain on a fixed term standard contract

16 Introductory standard contracts

Contracts made with or adopted by private landlords

17 Contract made with or adopted by private landlord

CHAPTER 3

FUNDAMENTAL PROVISIONS OF OCCUPATION CONTRACTS

18 Fundamental provisions

19 Fundamental terms and fundamental provisions: definitions

20 Incorporation and modification of fundamental provisions

21 Effect of non-incorporation and modification of fundamental provisions

22 Powers in relation to fundamental provisions

CHAPTER 4

SUPPLEMENTARY PROVISIONS OF OCCUPATION CONTRACTS

23 Supplementary provisions

24 Incorporation and modification of supplementary provisions

25 Effect of non-incorporation and modification of supplementary provisions

CHAPTER 5

KEY MATTERS AND ADDITIONAL TERMS OF OCCUPATION CONTRACTS

26 Key matters of all occupation contracts

27 Further key matters of standard contracts

28 Additional terms

CHAPTER 6

MODEL CONTRACTS

29 Model written statement of contract

RHAN 3**DARPARIAETHAU SY'N GYMWYS I BOB CONTRACT MEDDIANNAETH****PENNOD 1****TROSOLWG**

30 Trosolwg o'r Rhan hon

PENNOD 2**DARPARU GWYBODAETH***Datganiad ysgrifenedig o'r contract*

31 Datganiad ysgrifenedig

32 Yr hyn y mae datganiad ysgrifenedig i'w gynnwys

33 Newidiadau golygyddol

34 Methu â darparu datganiad ysgrifenedig etc.

35 Methu â darparu datganiad: digolledu

36 Datganiad ysgrifenedig anghyflawn

37 Datganiad anghywir: cais deiliad y contract i'r llys

38 Datganiad anghywir: cais landlord i'r llys am ddatganiad bod contract yn gontract safonol

Y landlord yn darparu gwybodaeth am y landlord

39 Y landlord yn darparu gwybodaeth am y landlord

40 Digolledu am dorri amodau adran 39

Ffurf hysbysiadau, datganiadau a dogfennau eraill

41 Ffurf hysbysiadau etc.

PENNOD 3**PRYD Y GELLIR GORFODI CONTRACT**

42 Pryd y gellir gorfodi telerau contract meddiannaeth

PENNOD 4**BLAENDALIADAU A CHYNLLUNIAU BLAENDAL***Sicrwydd*

43 Ffurf sicrwydd

44 Ffurf sicrwydd: dwyn achosion gerbron y llys sirol

Cynlluniau blaendal

45 Gofyniad i ddefnyddio cynllun blaendal

46 Cynlluniau blaendal: darpariaeth bellach

47 Cynlluniau blaendal: dehongli

PART 3

PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

CHAPTER 1

OVERVIEW

30 Overview of this Part

CHAPTER 2

PROVISION OF INFORMATION

Written statement of contract

31 Written statement

32 Contents of written statement

33 Editorial changes

34 Failure to provide a written statement etc.

35 Failure to provide statement: compensation

36 Incomplete statement

37 Incorrect statement: contract-holder's application to court

38 Incorrect statement: landlord's application to court for declaration that contract is a standard contract

Provision by landlord of information about landlord

39 Provision by landlord of information about landlord

40 Compensation for breach of section 39

Form of notices, statements and other documents

41 Form of notices etc.

CHAPTER 3

WHEN CONTRACT BECOMES ENFORCEABLE

42 When terms of occupation contract become enforceable

CHAPTER 4

DEPOSITS AND DEPOSIT SCHEMES

Security

43 Form of security

44 Form of security: county court proceedings

Deposit schemes

45 Requirement to use deposit scheme

46 Deposit schemes: further provision

47 Deposit schemes: interpretation

PENNOD 5**CYD-DDEILIAID CONTRACT A CHYD-LANLORDIAID***Cyd-ddeiliaid contract*

- 48 Cyd-ddeiliaid contract: cyd-atebolrwydd etc.
 49 Ychwanegu cyd-ddeiliad contract
 50 Ychwanegu cyd-ddeiliad contract: cydsyniad landlord
 51 Ychwanegu cyd-ddeiliad contract: materion ffurfiol

Cyd-ddeiliaid contract: goroesi

- 52 Cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth

Cyd-landlordiaid

- 53 Cyd-landlordiaid

PENNOD 6**YR HAWL I FEDDIANNU HEB YMYRRAETH**

- 54 Yr hawl i feddiannu heb ymyrraeth gan y landlord

PENNOD 7**YMDDYGIAD GWRTHGYMDEITHASOL AC YMDDYGIAD GWAHARDDDEDIG ARALL**

- 55 Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall
 56 Y pŵer i ddiwygio adran 55

PENNOD 8**DELIO***Hawliau i ddelio â chontract meddiannaeth*

- 57 Dulliau o ddelio a ganiateir
 58 Delio, a chydsyniad y landlord

Contractau isfeddiannaeth

- 59 Contractau isfeddiannaeth: dehongli
 60 Nid yw contract isfeddiannaeth byth yn cael effaith fel trosglwyddiad
 61 Methiant i gydymffurfio ag amodau a osodir gan y prif landlord
 62 Y prif gontract yn dod i ben
 63 Y prif gontract yn dod i ben: darpariaeth bellach
 64 Hawliad meddiant yn erbyn deiliad y contract pan fo isddeiliad
 65 Gorchymyn adennill meddiant estynedig yn erbyn isddeiliad
 66 Gwahardd deiliad y contract ar ôl cefnu ar gontractau
 67 Rhwymedïau'r deiliad contract sydd wedi ei wahardd
 68 Y pŵer i amrywio cyfnodau sy'n ymwneud â gwahardd ar ôl achos o gefnu ar gontract

Trosglwyddo

- 69 Ffurf trosglwyddiad
 70 Effaith trosglwyddiad awdurdodedig
 71 Effaith trosglwyddiad heb ei awdurdodi
 72 Gweithredoedd a chyfamodau

CHAPTER 5

JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS

Joint contract-holders

- 48 Joint contract-holders: joint liability etc.
- 49 Adding a joint contract-holder
- 50 Adding a joint contract-holder: landlord's consent
- 51 Adding a joint contract-holder: formalities

Joint contract-holders: survivorship

- 52 Joint contract-holder ceasing to be a party to the occupation contract

Joint landlords

- 53 Joint landlords

CHAPTER 6

RIGHT TO OCCUPY WITHOUT INTERFERENCE

- 54 Right to occupy without interference from landlord

CHAPTER 7

ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT

- 55 Anti-social behaviour and other prohibited conduct
- 56 Power to amend section 55

CHAPTER 8

DEALING

Rights to deal with occupation contract

- 57 Permissible forms of dealing
- 58 Dealing and landlord's consent

Sub-occupation contracts

- 59 Sub-occupation contracts: interpretation
- 60 Sub-occupation contract never takes effect as transfer
- 61 Failure to comply with conditions imposed by head landlord
- 62 End of head contract
- 63 End of head contract: further provision
- 64 Possession claim against contract-holder where there is a sub-holder
- 65 Extended possession order against sub-holder
- 66 Exclusion of contract-holder after abandoning contracts
- 67 Excluded contract-holder's remedies
- 68 Power to vary periods of time relating to exclusion after abandonment of contracts

Transfer

- 69 Form of transfer
- 70 Effect of authorised transfer
- 71 Effect of unauthorised transfer
- 72 Deeds and covenants

Olynu

- 73 Olynu yn dilyn marwolaeth
- 74 Personau sy'n gymwys i olynu
- 75 Olynydd â blaenoriaeth
- 76 Olynydd wrth gefn: aelod o'r teulu
- 77 Olynydd wrth gefn: gofalwr
- 78 Mwy nag un olynydd cymwys
- 79 Effaith olyniaeth
- 80 Amnewid olynydd ar ôl terfynu'n gynnar
- 81 Effaith amnewid olynydd
- 82 Hysbysiad o hawliau o dan adran 80
- 83 Olyniaeth: dehongli

PENNOD 9

CYDSYNIAD Y LANDLORD

- 84 Cydsyniad y landlord: rhesymoldeb
- 85 Cais i'r llys yn ymwneud â chydsyniad
- 86 Cydsyniad y landlord: amseriad

PENNOD 10

DIGOLLEDU

- 87 Digolledu oherwydd methiannau yn ymwneud â darparu datganiadau ysgrifenedig etc.
- 88 Yr hawl i osod yn erbyn

RHAN 4

CYFLWR ANHEDDAU

PENNOD 1

RHAGARWEINIAD

- 89 Cymhwyso'r Rhan
- 90 Contractau safonol cyfnod penodol: canfod hyd y cyfnod

PENNOD 2

CYFLWR ANHEDDAU

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT DIOGEL, POB CONTRACT SAFONOL CYFNODOL A PHOB CONTRACT SAFONOL CYFNOD PENODOL A WNEIR AM GYFNOD O LAI NA SAITH MLYNEDD)

Rhwymedigaethau'r landlord o ran cyflwr annedd

- 91 Rhwymedigaeth y landlord: annedd ffit i bobl fyw ynddi
- 92 Rhwymedigaeth y landlord i gadw annedd mewn cyflwr da
- 93 Rhwymedigaethau o dan adrannau 91 a 92: atodol
- 94 Penderfynu a yw annedd yn ffit i bobl fyw ynddi

Cyfyngiadau ar rwymedigaethau'r landlord o dan y Bennod hon

- 95 Cyfyngiadau ar adrannau 91 a 92: cyffredinol

Succession

- 73 Succession on death
- 74 Persons qualified to succeed
- 75 Priority successor
- 76 Reserve successor: family member
- 77 Reserve successor: carer
- 78 More than one qualified successor
- 79 Effect of succession
- 80 Substitute succession on early termination
- 81 Effect of substitute succession
- 82 Notice of rights under section 80
- 83 Succession: interpretation

CHAPTER 9

LANDLORD'S CONSENT

- 84 Landlord's consent: reasonableness
- 85 Application to court relating to consent
- 86 Landlord's consent: timing

CHAPTER 10

COMPENSATION

- 87 Compensation for failures relating to provision of written statements etc.
- 88 Right of set off

PART 4

CONDITION OF DWELLING

CHAPTER 1

INTRODUCTORY

- 89 Application of Part
- 90 Fixed term standard contracts: determining the length of term

CHAPTER 2

CONDITION OF DWELLING

(THIS CHAPTER APPLIES TO ALL SECURE CONTRACTS, ALL PERIODIC STANDARD CONTRACTS, AND ALL FIXED TERM STANDARD CONTRACTS MADE FOR A TERM OF LESS THAN SEVEN YEARS)

Landlord's obligations as to condition of dwelling

- 91 Landlord's obligation: fitness for human habitation
- 92 Landlord's obligation to keep dwelling in repair
- 93 Obligations under sections 91 and 92: supplementary
- 94 Determination of fitness for human habitation

Limits on landlord's obligations under this Chapter

- 95 Limits on sections 91 and 92: general

96 Cyfyngiadau ar adrannau 91 a 92: bai deiliad y contract

97 Cyfyngiadau ar adrannau 91 a 92: hysbysiad

Mynediad i anheddau a hawliau meddianwyr a ganiateir

98 Hawl y landlord i fynd i'r annedd

99 Hawliau meddianwyr a ganiateir i orfodi'r Bennod

PENNOD 3

AMRYWIOL

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

100 Cyflawni rhwymedigaethau atgyweirio yn llythrennol

101 Gwast ac ymddwyn fel tenant

RHAN 5

DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU DIOGEL

PENNOD 1

TROSOLWG

102 Trosolwg o'r Rhan

PENNOD 2

AMRYWIO CONTRACTAU

103 Amrywio

104 Amrywio'r rhent

105 Amrywio cydnabyddiaeth arall

106 Amrywio telerau sylfaenol

107 Amrywio telerau atodol a thelerau ychwanegol

108 Cyfyngiad ar amrywio

109 Datganiad ysgrifenedig yn cofnodi amrywiad

110 Methu â darparu datganiad ysgrifenedig etc.

PENNOD 3

CYD-DDEILIAID CONTRACT: TYNNU'N ÔL

111 Tynnu'n ôl

112 Tynnu'n ôl: pŵer i ragnodi terfynau amser

PENNOD 4

DELIO

Lletywyr

113 Lletywyr

Trosglwyddo

114 Trosglwyddo i olynydd posibl

115 Trosglwyddo i olynydd posibl: cydsyniad y landlord

96 Limits on sections 91 and 92: contract-holder's fault

97 Limits on sections 91 and 92: notice

Access to dwellings and rights of permitted occupiers

98 Landlord's right to access dwelling

99 Rights of permitted occupiers to enforce Chapter

CHAPTER 3

MISCELLANEOUS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

100 Specific performance

101 Waste and tenant-like user

PART 5

PROVISIONS APPLYING ONLY TO SECURE CONTRACTS

CHAPTER 1

OVERVIEW

102 Overview of Part

CHAPTER 2

VARIATION OF CONTRACTS

103 Variation

104 Variation of rent

105 Variation of other consideration

106 Variation of fundamental terms

107 Variation of supplementary and additional terms

108 Limitation on variation

109 Written statement of variation

110 Failure to provide written statement etc.

CHAPTER 3

JOINT CONTRACT-HOLDERS: WITHDRAWAL

111 Withdrawal

112 Withdrawal: power to prescribe time limits

CHAPTER 4

DEALING

Lodgers

113 Lodgers

Transfers

114 Transfer to potential successor

115 Transfer to a potential successor: landlord's consent

PENNOD 5**CONTRACTAU SAFONOL YMDDYGIAD GWAHARDDedig**

- 116 Gorchymyn sy'n arddodi contract safonol cyfnodol oherwydd ymddygiad gwaharddedig
117 Trosi i gontract diogel

PENNOD 6**DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU DIOGEL GYDA
LANDLORDIAID CYMUNEDOL**

- 118 Trosglwyddo i ddeiliad contract diogel arall
119 Trosglwyddo i ddeiliad contract diogel arall: cydsyniad y landlord

RHAN 6**DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU SAFONOL
CYFNODOL****PENNOD 1****TROSOLWG**

- 120 Trosolwg o'r Rhan

PENNOD 2**GWAHARDD AM GYFNODAU PENODEDIG**

- 121 Gwahardd deiliad contract o annedd am gyfnodau penodedig

PENNOD 3**AMRYWIO CONTRACTAU**

- 122 Amrywio
123 Amrywio'r rhent
124 Amrywio cydnabyddiaeth arall
125 Amrywio telerau eraill
126 Amrywio telerau eraill gan y landlord: y weithdrefn hysbysu
127 Cyfyngiad ar amrywio
128 Datganiad ysgrifenedig yn cofnodi amrywiad
129 Methu â darparu datganiad ysgrifenedig etc.

PENNOD 4**CYD-DDEILIAID CONTRACT: TYNNU'N ÔL**

- 130 Tynnu'n ôl
131 Tynnu'n ôl: y pŵer i ragnodi terfynau amser

CHAPTER 5

PROHIBITED CONDUCT STANDARD CONTRACTS

- 116 Order imposing periodic standard contract because of prohibited conduct
- 117 Conversion to secure contract

CHAPTER 6

PROVISIONS APPLYING ONLY TO SECURE CONTRACTS WITH COMMUNITY LANDLORDS

- 118 Transfer to another secure contract-holder
- 119 Transfer to another secure contract-holder: landlord's consent

PART 6

PROVISIONS APPLYING ONLY TO PERIODIC STANDARD CONTRACTS

CHAPTER 1

OVERVIEW

- 120 Overview of Part

CHAPTER 2

EXCLUSION FOR SPECIFIED PERIODS

- 121 Exclusion of contract-holder from dwelling for specified periods

CHAPTER 3

VARIATION OF CONTRACTS

- 122 Variation
- 123 Variation of rent
- 124 Variation of other consideration
- 125 Variation of other terms
- 126 Variation by landlord of other terms: notice procedure
- 127 Limitation on variation
- 128 Written statement of variation
- 129 Failure to provide written statement etc.

CHAPTER 4

JOINT CONTRACT-HOLDERS: WITHDRAWAL

- 130 Withdrawal
- 131 Withdrawal: power to prescribe time limits

RHAN 7**DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU SAFONOL
CYFNOD PENODOL****PENNOD 1****TROSOLWG**

- 132 Trosolwg o'r Rhan

PENNOD 2**GWAHARDD AM GYFNODAU PENODEDIG**

- 133 Gwahardd deiliad contract o anedd am gyfnodau penodedig

PENNOD 3**AMRYWIO CONTRACTAU**

- 134 Amrywio
135 Cyfyngiad ar amrywio
136 Datganiad ysgrifenedig yn cofnodi amrywiad
137 Methu â darparu datganiad ysgrifenedig etc.

PENNOD 4**CYD-DDEILIAID CONTRACT: TYNNU'N ÔL**

- 138 Cyd-ddeiliad contract yn tynnu'n ôl gan ddefnyddio cymal terfynu deiliad contract

PENNOD 5**DELIO: TROSLWYDDIADAU***Un deiliad contract*

- 139 Trosglwyddiad ar farwolaeth unig ddeiliad contract

Cyd-ddeiliaid contract

- 140 Trosglwyddiadau a orfodir
141 Buddiant cyd-ddeiliad contract
142 Trosglwyddo ar farwolaeth cyd-ddeiliad contract

RHAN 8**CONTRACTAU SAFONOL Â CHYMORTH**

- 143 Contract safonol â chymorth a llety â chymorth
144 Symudedd
145 Gwahardd dros dro
146 Gwahardd dros dro: canllawiau

PART 7

PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS

CHAPTER 1

OVERVIEW

- 132 Overview of Part

CHAPTER 2

EXCLUSION FOR SPECIFIED PERIODS

- 133 Exclusion of contract-holder from dwelling for specified periods

CHAPTER 3

VARIATION OF CONTRACTS

- 134 Variation
135 Limitation on variation
136 Written statement of variation
137 Failure to provide written statement etc.

CHAPTER 4

JOINT CONTRACT-HOLDERS: WITHDRAWAL

- 138 Withdrawal of joint contract-holder using contract-holder's break clause

CHAPTER 5

DEALING: TRANSFERS

Sole contract-holder

- 139 Transfer on death of sole contract-holder

Joint contract-holders

- 140 Forced transfers
141 Joint contract-holder's interest
142 Transfer on death of joint contract-holder

PART 8

SUPPORTED STANDARD CONTRACTS

- 143 Supported standard contract and supported accommodation
144 Mobility
145 Temporary exclusion
146 Temporary exclusion: guidance

RHAN 9**TERFYNU ETC. CONTRACTAU MEDDIANNAETH****PENNOD 1****TROSOLWG A DARPARIAETHAU RHAGARWEINIOL***Trosolwg*

147 Trosolwg o'r Rhan

Terfynu a ganiateir, hawliadau meddiant a hysbysiadau yn ei gwneud yn ofynnol ildio meddiant

148 Terfynu a ganiateir etc.

149 Hawliadau meddiant

150 Hysbysiadau adennill meddiant

Hysbysiadau yn ei gwneud yn ofynnol ildio meddiant: contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig

151 Contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig: hysbysiadau o dan adrannau 173 a 181

PENNOD 2**TERFYNU ETC. HEB HAWLIAD MEDDIANT****(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)**

152 Deiliad y contract yn terfynu'n fuan

153 Terfynu drwy gytundeb

154 Tor contract ymwrthodol ar ran y landlord

155 Marwolaeth unig ddeiliad contract

156 Marwolaeth landlord pan fo'r contract meddiannaeth yn drwydded

PENNOD 3**TERFYNU POB CONTRACT MEDDIANNAETH (HAWLIAD MEDDIANT GAN LANDLORD)***Tor contract*

157 Tor contract

158 Datganiad ffug sy'n darbwylllo'r landlord i wneud contract i'w drin fel tor contract

159 Cyfyngiadau ar adran 157

Seiliau rheoli ystad

160 Seiliau rheoli ystad

161 Cyfyngiadau ar adran 160

162 Seiliau rheoli ystad: cynlluniau ailddatblygu

PENNOD 4**TERFYNU CONTRACTAU DIOGEL (HYSBYSIAD DEILIAD Y CONTRACT)**

163 Hysbysiad deiliad y contract

164 Y cyfnod hysbysu byrraf a ganiateir

165 Adennill meddiant

166 Cyfyngiadau ar adran 165

PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

CHAPTER 1

OVERVIEW AND INTRODUCTORY PROVISIONS

Overview

147 Overview of Part

Permissible termination, possession claims and notices requiring possession

148 Permissible termination etc.

149 Possession claims

150 Possession notices

Notices requiring possession: introductory standard contracts and prohibited conduct standard contracts

151 Introductory standard contracts and prohibited conduct standard contracts: notices under sections 173 and 181

CHAPTER 2

TERMINATION ETC. WITHOUT A POSSESSION CLAIM

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

152 Early termination by contract-holder

153 Termination by agreement

154 Repudiatory breach by landlord

155 Death of sole contract-holder

156 Death of landlord where occupation contract is a licence

CHAPTER 3

TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)

Breach of contract

157 Breach of contract

158 False statement inducing landlord to make contract to be treated as breach of contract

159 Restrictions on section 157

Estate management grounds

160 Estate management grounds

161 Restrictions on section 160

162 Estate management grounds: redevelopment schemes

CHAPTER 4

TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)

163 Contract-holder's notice

164 Minimum notice period

165 Recovery of possession

166 Restrictions on section 165

167 Terfynu contract yn dilyn hysbysiad deiliad y contract

PENNOD 5

TERFYNU CONTRACTAU SAFONOL CYFNODOL

Terfynu gan ddeiliad contract: hysbysiad deiliad contract

168 Hysbysiad deiliad contract

169 Y cyfnod hysbysu byrraf a ganiateir

170 Adennill meddiant

171 Cyfyngiadau ar adran 170

172 Terfynu contract yn dilyn hysbysiad deiliad y contract

Terfynu gan landlord: hysbysiad y landlord

173 Hysbysiad y landlord

174 Y cyfnod hysbysu byrraf a ganiateir

175 Cyfyngiadau ar adran 173: ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth

176 Cyfyngiadau ar adran 173: torri'r gofynion rhoi gwybodaeth

177 Cyfyngiadau ar adran 173: torri gofynion sicrwydd a blaendal

178 Adennill meddiant

179 Cyfyngiad ar adran 178

180 Terfynu contract yn dilyn hysbysiad y landlord

Terfynu gan landlord: ôl-ddyledion rhent difrifol

181 Ôl-ddyledion rhent difrifol

182 Cyfyngiadau ar adran 181

Terfynu contractau safonol cyfnodol a oedd yn gontractau safonol cyfnod penodol

183 Perthnasedd digwyddiadau o dan gontract safonol cyfnod penodol

PENNOD 6

CONTRACTAU SAFONOL CYFNOD PENODOL: DIWEDD Y CYFNOD PENODOL

184 Diwedd y cyfnod penodol

185 Caniatáu i ddatganiad ysgrifenedig ymdrin â chontract safonol cyfnodol sy'n codi o dan adran 184(2)

PENNOD 7

TERFYNU CONTRACTAU SAFONOL CYFNOD PENODOL

Diwedd cyfnod penodol: hysbysiad y landlord

186 Hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol

Terfynu gan y landlord: ôl-ddyledion rhent difrifol

187 Ôl-ddyledion rhent difrifol

188 Cyfyngiadau ar adran 187

Cymal terfynu deiliad y contract

189 Cymal terfynu deiliad contract

190 Y cyfnod hysbysu byrraf a ganiateir

167 Termination of contract on contract-holder's notice

CHAPTER 5

TERMINATION OF PERIODIC STANDARD CONTRACTS

Termination by contract-holder: contract-holder's notice

168 Contract-holder's notice

169 Minimum notice period

170 Recovery of possession

171 Restrictions on section 170

172 Termination of contract on contract-holder's notice

Termination by landlord: landlord's notice

173 Landlord's notice

174 Minimum notice period

175 Restrictions on section 173: notice may not be given in first four months of occupation

176 Restrictions on section 173: breach of information requirements

177 Restrictions on section 173: breach of security and deposit requirements

178 Recovery of possession

179 Restriction on section 178

180 Termination of contract on landlord's notice

Termination by landlord: serious rent arrears

181 Serious rent arrears

182 Restrictions on section 181

Termination of periodic standard contracts which were fixed term standard contracts

183 Relevance of events under fixed term standard contract

CHAPTER 6

FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM

184 End of fixed term

185 Written statement may address periodic standard contract arising under section 184(2)

CHAPTER 7

TERMINATION OF FIXED TERM STANDARD CONTRACTS

End of fixed term: landlord's notice

186 Landlord's notice in connection with end of term

Termination by landlord: serious rent arrears

187 Serious rent arrears

188 Restrictions on section 187

Contract-holder's break clause

189 Contract-holder's break clause

190 Minimum notice period

- 191 Adennill meddiant
 192 Cyfyngiadau ar adran 191
 193 Terfynu contract o dan gymal terfynu deiliad y contract

Cymal terfynu'r landlord

- 194 Cymal terfynu'r landlord
 195 Y cyfnod hysbysu byrraf a ganiateir
 196 Cyfyngiadau ar ddefnyddio cymal terfynu'r landlord: pedwar mis cyntaf meddiannaeth
 197 Cyfyngiadau ar y defnydd o gymal terfynu'r landlord: torri'r gofynion rhoi gwybodaeth
 198 Cyfyngiadau ar y defnydd o gymal terfynu'r landlord: gofynion sicrwydd a blaendal
 199 Adennill meddiant
 200 Cyfyngiad ar adran 199
 201 Terfynu contract o dan gymal terfynu'r landlord

PENNOD 8

ADOLYGIAD GAN LANDLORD O BENDERFYNIAD I ROI HYSBYSIAD YN EI GWNEUD YN OFYNNOL ILDIO MEDDIANT

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU SAFONOL RHAGARWEINIOL A CHONTRACTAU SAFONOL YMDDYGIAD GWAHARDDDEDIG)

- 202 Adolygiad o benderfyniad i derfynu contract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig
 203 Adolygiad y landlord o benderfyniad i roi hysbysiad

PENNOD 9

HAWLIADAU MEDDIANT: PWERAU'R LLYS

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

- 204 Hawliadau meddiant
 205 Gorchmynion adennill meddiant
 206 Effaith gorchmyn adennill meddiant
 207 Cymryd rhan mewn achos
 208 Camliwio neu gelu ffeithiau i gael gorchmyn adennill meddiant

PENNOD 10

HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SEILIAU YN ÔL DISGRESIWN

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

- 209 Sail tor contract
 210 Seiliau rheoli ystad
 211 Pwerau i ohirio achosion ac i ohirio ildio meddiant

PENNOD 11

HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SAIL ABSOLIWT

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU DIOGEL)

- 212 Sail hysbysiad deiliad y contract
 213 Adolygiad o hawliad a wneir ar sail absoliwt

- 191 Recovery of possession
- 192 Restrictions on section 191
- 193 Termination of contract under contract-holder's break clause

Landlord's break clause

- 194 Landlord's break clause
- 195 Minimum notice period
- 196 Restrictions on use of landlord's break clause: first four months of occupation
- 197 Restrictions on use of landlord's break clause: breach of information requirements
- 198 Restrictions on use of landlord's break clause: security and deposit requirements
- 199 Recovery of possession
- 200 Restriction on section 199
- 201 Termination of contract under landlord's break clause

CHAPTER 8

REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE REQUIRING POSSESSION

(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)

- 202 Review of decision to terminate introductory standard contract or prohibited conduct standard contract
- 203 Landlord's review of decision to give a notice

CHAPTER 9

POSSESSION CLAIMS: POWERS OF COURT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 204 Possession claims
- 205 Orders for possession
- 206 Effect of order for possession
- 207 Participation in proceedings
- 208 Misrepresentation or concealment of facts used to obtain order for possession

CHAPTER 10

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 209 Breach of contract ground
- 210 Estate management grounds
- 211 Powers to adjourn proceedings and postpone giving up of possession

CHAPTER 11

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUND

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

- 212 Contract-holder's notice ground
- 213 Review of claim made on absolute ground

214 Pwerau i ohirio ildio meddiant

PENNOD 12

HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SEILIAU ABSOLIWT

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU SAFONOL)

Seiliau meddiant absoliwt mewn perthynas â chontractau safonol

215 Seiliau rhoi hysbysiad

216 Seiliau ôl-ddyledion rhent difrifol

Troi allan dialgar: sail absoliwt sy'n dod yn sail yn ôl disgrisiwn

217 Hawliadau meddiant dialgar er mwyn osgoi rhwymedigaethau i atgyweirio etc.

Adolygiad a gohirio

218 Adolygiad o hawliad a wneir ar sail absoliwt

219 Pwerau i ohirio ildio meddiant

PENNOD 13

CEFNU

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

220 Meddiannu anheddau y cefnwyd arnynt

221 Gwaredu eiddo

222 Rhwymediau deiliad y contract

223 Pŵer i amrywio cyfnodau yn ymwneud â chefnu

224 Hawliau mynediad

PENNOD 14

CYD-DDEILIAID CONTRACT: GWAHARDD A THERFYNU

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

Gwahardd cyd-ddeiliaid contract

225 Anfeddiannaeth: gwahardd gan y landlord

226 Rhwymediau am wahardd o dan adran 225

227 Anfeddiannaeth: gwahardd gan gyd-ddeiliad contract

228 Rhwymediau am wahardd o dan adran 227

229 Pŵer i amrywio cyfnodau sy'n ymwneud â gwahardd cyd-ddeiliad contract

230 Ymddygiad gwaharddedig: gwahardd gan y landlord

Terfynu

231 Terfynu contract meddiannaeth sydd â chyd-ddeiliaid contract

PENNOD 15

FFORFFEDIAD A RHYBUDD I YMADAEL HEB FOD AR GAEL

232 Fforffediad a rhybuddion i ymadael

- 214 Powers to postpone giving up of possession

CHAPTER 12

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

Absolute grounds for possession relating to standard contracts

- 215 Notice grounds

- 216 Serious rent arrears grounds

Retaliatory eviction: absolute ground that becomes a discretionary ground

- 217 Retaliatory possession claims to avoid obligations to repair etc.

Review and postponement

- 218 Review of claim made on absolute ground

- 219 Powers to postpone giving up of possession

CHAPTER 13

ABANDONMENT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 220 Possession of abandoned dwellings

- 221 Disposal of property

- 222 Contract-holder's remedies

- 223 Power to vary periods of time relating to abandonment

- 224 Rights of entry

CHAPTER 14

JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Exclusion of joint contract-holders

- 225 Non-occupation: exclusion by landlord

- 226 Remedies for exclusion under section 225

- 227 Non-occupation: exclusion by joint contract-holder

- 228 Remedies for exclusion under section 227

- 229 Power to vary periods of time relating to exclusion of joint contract-holder

- 230 Prohibited conduct: exclusion by landlord

Termination

- 231 Termination of occupation contract with joint contract-holders

CHAPTER 15

FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE

- 232 Forfeiture and notices to quit

RHAN 10**AMRYWIOL****PENNOD 1****DARPARIAETHAU PELLACH YN YMWNEUD Â CHONTRACTAU MEDDIANNAETH***Effaith cyrraedd 18*

233 Effaith cyrraedd 18

Rhwymedigaethau landlordiaid cymunedol i ymgynghori

234 Trefniadau ymgynghori

235 Datganiad o drefniadau ymgynghori

Hysbysiadau, datganiadau a dogfennau eraill

236 Ffurf hysbysiadau, datganiadau a dogfennau eraill

237 Rhoi hysbysiadau, datganiadau a dogfennau eraill

PENNOD 2**TRESMASWYR: TENANTIAETHAU A THRWDDEDAU GOBLYGEDIG**

238 Tenantiaethau a thrwyddedau goblygedig

PENNOD 3**TENANTIAETHAU A THRWDDEDAU SY'N BODOLI CYN I'R BENNOD HON DDOD I RYM**

239 Diddymu tenantiaethau sicr, tenantiaethau diogel a thenantiaethau eraill

240 Trosi tenantiaethau a thrwyddedau sydd yn bodoli cyn i'r Bennod ddod i rym

241 Contractau sydd eisoes yn bodoli

242 Dehongli'r Bennod

RHAN 11**DARPARIAETHAU TERFYNOL***Dehongli'r Ddeddf*

243 Awdurdodau lleol ac awdurdodau eraill

244 Landlord, lletywr a meddiannydd a ganiateir

245 Dyddiad meddiannu contract meddiannaeth

246 Anedd

247 Ystyr "amrywio" contract meddiannaeth

248 Y llys

249 Les, tenantiaeth ac ymadroddion cysylltiedig

250 Aelodau o deulu

251 Gorchymyn eiddo teuluol

252 Mân ddiffiniadau

253 Mynegai

Cymhwysiad i'r Goron

254 Cymhwysiad i'r Goron

PART 10

MISCELLANEOUS

CHAPTER 1

FURTHER PROVISIONS RELATING TO OCCUPATION CONTRACTS

Effect of reaching 18

233 Effect of reaching 18

Consultation obligations of community landlords

234 Consultation arrangements

235 Statement of consultation arrangements

Notices, statements and other documents

236 Form of notices, statements and other documents

237 Giving notices, statements and other documents

CHAPTER 2

TRESPASSERS: IMPLIED TENANCIES AND LICENCES

238 Implied tenancies and licences

CHAPTER 3

TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF THIS CHAPTER

239 Abolition of assured, secure and other tenancies

240 Conversion of tenancies and licences existing before commencement of Chapter

241 Pre-existing contracts

242 Interpretation of Chapter

PART 11

FINAL PROVISIONS

Interpretation of Act

243 Local authority and other authorities

244 Landlord, lodger and permitted occupier

245 Occupation date of an occupation contract

246 Dwelling

247 Meaning of “variation” of occupation contract

248 The court

249 Lease, tenancy and related expressions

250 Members of a family

251 Family property order

252 Minor definitions

253 Index of terms

Crown application

254 Crown application

Darpariaeth ganlyniadol a throsiannol etc.

255 Pŵer i wneud darpariaeth ganlyniadol a throsiannol etc.

Rheoliadau

256 Rheoliadau

Dod i rym ac enw byr

257 Dod i rym

258 Enw byr

Atodlen 1 – Trosolwg o ddarpariaethau sylfaenol a ymgorfforir fel telerau contractau meddiannaeth

Rhan 1 – Contractau diogel

Rhan 2 – Contractau safonol cyfnodol

Rhan 3 – Contractau safonol cyfnod penodol

Atodlen 2 – Eithriadau i adran 7

Rhan 1 – Tenantiaethau a thrwyddedau nad ydynt o fewn adran 7 sy'n gontractau meddiannaeth os rhoddir hysbysiad

Rhan 2 – Tenantiaethau a thrwyddedau o fewn adran 7 nad ydynt yn gontractau meddiannaeth oni roddir hysbysiad

Rhan 3 – Tenantiaethau a thrwyddedau nad ydynt byth yn gontractau meddiannaeth

Rhan 4 – Tenantiaethau a thrwyddedau y mae rheolau arbennig yn gymwys iddynt: digartrefedd

Rhan 5 – Tenantiaethau a thrwyddedau y mae rheolau arbennig yn gymwys iddynt: llety â chymorth

Rhan 6 – Pŵer i ddiwygio'r Atodlen

Atodlen 3 – Contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol

Atodlen 4 – Contractau safonol rhagarweiniol

Atodlen 5 – Cynlluniau blaendal: darpariaeth bellach

Atodlen 6 – Rhesymoldeb atal cydsyniad, etc.

Rhan 1 – Rhagarweiniol

Rhan 2 – Amgylchiadau a all fod yn berthnasol i resymoldeb yn gyffredinol

Rhan 3 – Amgylchiadau a all fod yn berthnasol i resymoldeb mewn cysylltiad â thrafodion penodol

Atodlen 7 – Contractau safonol ymddygiad gwaharddedig

Atodlen 8 – Seiliau rheoli ystad

Rhan 1 – Y seiliau

Rhan 2 – Cymeradwyo cynlluniau ailddatblygu at ddibenion Sail B

Atodlen 9 – Contractau safonol nad yw'r cyfyngiadau yn adrannau 175, 186(2) a 196 (hysbysiad y landlord yn ystod chwe mis cyntaf meddiannaeth) yn gymwys iddynt

Atodlen 10 – Gorchmynion adennill meddiant ar seiliau disgrisiwn etc.: rhesymoldeb

Atodlen 11 – Llety arall addas

Atodlen 12 – Trosi tenantiaethau a thrwyddedau presennol sy'n bodoli cyn i Bennod 3 o Ran 10 ddod i rym

Consequential and transitional provision etc.

255 Power to make consequential and transitional provision etc.

Regulations

256 Regulations

Coming into force and short title

257 Coming into force

258 Short title

Schedule 1 – Overview of fundamental provisions incorporated as terms of occupation contracts

Part 1 – Secure contracts

Part 2 – Periodic standard contracts

Part 3 – Fixed term standard contracts

Schedule 2 – Exceptions to section 7

Part 1 – Tenancies and licences not within section 7 that are occupation contracts if notice is given

Part 2 – Tenancies and licences within section 7 that are not occupation contracts unless notice is given

Part 3 – Tenancies and licences that are never occupation contracts

Part 4 – Tenancies and licences to which special rules apply: homelessness

Part 5 – Tenancies and licences to which special rules apply: supported accommodation

Part 6 – Power to amend schedule

Schedule 3 – Occupation contracts made with or adopted by community landlords which may be standard contracts

Schedule 4 – Introductory standard contracts

Schedule 5 – Deposit schemes: further provision

Schedule 6 – Reasonableness of withholding consent etc.

Part 1 – Introductory

Part 2 – Circumstances which may be relevant to reasonableness generally

Part 3 – Circumstances which may be relevant to reasonableness in relation to particular transactions

Schedule 7 – Prohibited conduct standard contracts

Schedule 8 – Estate management grounds

Part 1 – The grounds

Part 2 – Approval of redevelopment schemes for purposes of Ground B

Schedule 9 – Standard contracts to which limits in sections 175, 186(2) and 196 (landlord's notice during first six months of occupation) do not apply

Schedule 10 – Orders for possession on discretionary grounds etc.: reasonableness

Schedule 11 – Suitable alternative accommodation

Schedule 12 – Conversion of tenancies and licences existing before commencement of Chapter 3 of Part 10



Deddf Rhentu Cartrefi (Cymru) 2016

Deddf Cynulliad Cenedlaethol Cymru i wneud darpariaeth ynghylch tenantiaethau a thrwyddedau sy'n rhoi'r hawl i feddiannu annedd fel cartref, gan gynnwys darpariaeth sy'n sefydlu dau fath o gontract at ddiben rhentu cartrefi; ac at ddibenion cysylltiedig.

[18 Ionawr 2016]

Gan ei fod wedi ei basio gan Gynulliad Cenedlaethol Cymru ac wedi derbyn cydsyniad Ei Mawrhydi, deddfir fel a ganlyn:

RHAN 1

TROSOLWG O'R DDEDDF

Cyflwyniad i Rannau 1 a 2 ac i brif gysyniadau'r Ddeddf hon

1 Contractau meddiannaeth

(1) Mae'r Ddeddf hon (yn Rhan 2) yn darparu –

- (a) bod y rhan fwyaf o unigolion sy'n rhentu eu cartrefi o dan denantiaeth neu o dan drwydded, a'u landlordiaid, yn gwneud contract â'i gilydd a elwir yn gontract meddiannaeth (ac yn y Ddeddf hon cyfeirir at unigolion o'r fath fel "deiliaid contract"; gweler adran 7);
- (b) bod dau fath o gontract meddiannaeth, sef –
 - (i) contractau diogel, a
 - (ii) contractau safonol;
- (c) bod dau fath o gontract safonol, sef –
 - (i) contractau safonol cyfnod penodol, a
 - (ii) contractau safonol cyfnodol,

ac mae'r ddau fath o gontract safonol yn wahanol i'w gilydd o ran eu hamrywio, eu trosglwyddo a'u terfynu.



Renting Homes (Wales) Act 2016

An Act of the National Assembly for Wales to make provision about tenancies and licences which confer the right to occupy a dwelling as a home, including provision establishing two kinds of contract for the purpose of renting homes; and for connected purposes.

[18 January 2016]

Having been passed by the National Assembly for Wales and having received the assent of Her Majesty, it is enacted as follows:

PART 1

OVERVIEW OF ACT

Introduction to Parts 1 and 2 and key concepts in this Act

1 Occupation contracts

(1) This Act (in Part 2) provides that—

- (a) most individuals who rent their homes under a tenancy or licence, and their landlords, make a contract with each other known as an occupation contract (and in this Act such individuals are referred to as “contract-holders”; see section 7);
- (b) there are two kinds of occupation contract, namely—
 - (i) secure contracts, and
 - (ii) standard contracts;
- (c) there are two kinds of standard contract, namely—
 - (i) fixed term standard contracts, and
 - (ii) periodic standard contracts,

and the two kinds of standard contract differ in relation to their variation, transfer and termination.

- (2) Mae pob math o gontract meddiannaeth (a phob math o gontract safonol) yn rhoi gwahanol hawliau ac yn gosod gwahanol rwymedigaethau ar ddeiliad y contract a'r landlord; mae contract diogel yn rhoi mwy o sicrwydd i ddeiliad y contract o ran meddiannaeth na chontract safonol.

2 Mathau o landlord

- (1) Mae'r Ddeddf hon yn darparu (yn Rhan 2)—
- (a) ar gyfer dau fath o landlord —
 - (i) landlordiaid cymunedol (sef awdurdodau lleol, landlordiaid cymdeithasol cofrestredig a mathau eraill o awdurdod), a
 - (ii) landlordiaid preifat (sef unrhyw landlord heblaw am landlord cymunedol);
 - (b) y caiff y ddau fath o landlord wneud, neu fabwysiadu, mathau penodol o gontract meddiannaeth (er bod hyn yn ddarostyngedig i eithriadau amrywiol).
- (2) Yn gyffredinol—
- (a) contractau diogel yw contractau meddiannaeth a wneir â landlordiaid cymunedol, neu a fabwysiedir ganddynt, a
 - (b) contractau safonol yw contractau a wneir â landlordiaid preifat, neu a fabwysiedir ganddynt,

ond mae hyn yn ddarostyngedig i eithriadau amrywiol.

3 Darpariaethau sylfaenol a darpariaethau atodol contractau meddiannaeth

- (1) Mae Rhan 2 o'r Ddeddf hon yn sefydlu'r cysyniad o "ddarpariaeth sylfaenol"; hynny yw, darpariaeth yn y Ddeddf hon (adran fel arfer) sy'n cael ei chynnwys yn awtomatig fel un o delerau pob contract meddiannaeth, neu fel un o delerau contractau meddiannaeth penodedig (ac sydd felly'n ffurfio rhan o'r contract rhwng deiliad contract a landlord).
- (2) Unwaith y mae un o ddarpariaethau sylfaenol y Ddeddf hon wedi ei chynnwys mewn contract meddiannaeth, cyfeirir ati fel "teler sylfaenol" o'r contract (gweler adran 19).
- (3) Pan fydd y contract yn cael ei greu, gall y partïon gytuno y caiff darpariaeth sylfaenol ei chynnwys yn y contract ynghyd â newidiadau (y cyfeirir atynt yn y Ddeddf hon fel "addasiadau") neu na chaiff ei chynnwys o gwbl; fodd bynnag, ni chaiff y partïon wneud y naill na'r llall o'r pethau hyn oni fydd yn gwella sefyllfa deiliad y contract, a cheir rhai darpariaethau sylfaenol y mae'n rhaid eu cynnwys heb newidiadau.
- (4) Unwaith y mae contract meddiannaeth wedi ei greu, gall y partïon amrywio ei delerau sylfaenol; ond mae rhai cyfyngiadau ar hyn.
- (5) Mae Rhan 2 o'r Ddeddf hon hefyd yn sefydlu'r cysyniad o "ddarpariaeth atodol"; hynny yw, darpariaeth a bennir mewn rheoliadau a wneir gan Weinidogion Cymru sy'n cael ei chynnwys yn awtomatig fel un o delerau pob contract meddiannaeth, neu fel un o delerau contractau meddiannaeth penodedig.
- (6) Unwaith y mae darpariaeth atodol wedi ei chynnwys mewn contract meddiannaeth, cyfeirir ati fel "teler atodol" o'r contract (gweler adran 23).

- (2) Each kind of occupation contract (and each kind of standard contract) gives different rights to, and imposes different obligations on, the contract-holder and landlord; a secure contract gives greater security of occupation to the contract-holder than a standard contract.

2 Kinds of landlord

- (1) This Act (in Part 2) provides –
 - (a) for two kinds of landlord –
 - (i) community landlords (which are local authorities, registered social landlords and other kinds of authority), and
 - (ii) private landlords (which are any landlords who are not community landlords);
 - (b) that both kinds of landlord may make, or adopt, specific kinds of occupation contract (though this is subject to various exceptions).
- (2) In general –
 - (a) occupation contracts made with or adopted by community landlords are secure contracts, and
 - (b) contracts made with or adopted by private landlords are standard contracts, but this is subject to various exceptions.

3 Fundamental provisions and supplementary provisions of occupation contracts

- (1) Part 2 of this Act establishes the concept of a “fundamental provision”; that is, a provision of this Act (generally a section) which is automatically included as a term of all occupation contracts, or of specified occupation contracts (and so forms part of the contract between a contract-holder and a landlord).
- (2) Once a fundamental provision of this Act is included in an occupation contract, it is referred to as a “fundamental term” of the contract (see section 19).
- (3) At the creation of the contract, the parties can agree that a fundamental provision will be included in the contract with changes (referred to in this Act as “modifications”) or that it will not be included at all; however, the parties can only do either of these things if it will improve the contract-holder’s position, and there are some fundamental provisions which must be included without changes.
- (4) Once an occupation contract has been created the parties can vary its fundamental terms; but there are certain limits to this.
- (5) Part 2 of this Act also establishes the concept of a “supplementary provision”; that is, a provision set out in regulations made by the Welsh Ministers which is automatically included as a term of all occupation contracts, or of specified occupation contracts.
- (6) Once a supplementary provision is included in an occupation contract, it is referred to as a “supplementary term” of the contract (see section 23).

- (7) Pan fydd y contract yn cael ei greu, gall y partïon gytuno y caiff darpariaeth atodol ei chynnwys yn y contract ynghyd ag addasiadau neu na chaiff ei chynnwys o gwbl, ac unwaith y mae contract meddiannaeth wedi ei greu, gall y partïon amrywio ei delerau atodol; ond mae rhai cyfyngiadau ar hynny.

4 Sut i wybod pa ddarpariaethau yn y Ddeddf hon sy'n ddarpariaethau sylfaenol

- (1) Mae pob un o ddarpariaethau'r Ddeddf hon sy'n ddarpariaeth sylfaenol—
- yn pennu ei bod yn ddarpariaeth sylfaenol, a
 - yn pennu'r contractau meddiannaeth y mae'n gymwys iddynt.
- (2) Mae Atodlen 1 yn cynnwys tair Rhan, sy'n nodi'r darpariaethau sylfaenol yn y Ddeddf hon fel a ganlyn—
- mae Rhan 1 yn nodi'r darpariaethau sylfaenol sy'n gymwys i gontractau diogel,
 - mae Rhan 2 yn nodi'r darpariaethau sylfaenol sy'n gymwys i gontractau safonol cyfnodol, ac
 - mae Rhan 3 yn nodi'r darpariaethau sylfaenol sy'n gymwys i gontractau safonol cyfnod penodol.

Trosolwg o weddill y Ddeddf

5 Trosolwg o Rannau 3 i 9: gweithredu a therfynu contractau meddiannaeth

- (1) Mae a wnelo Rhannau 3 i 9 â chontractau meddiannaeth.
- (2) Mae Rhan 3 yn gymwys i bob contract meddiannaeth; mae'n ymdrin ag amrywiaeth o faterion sy'n ymwneud â hawliau a rhwymedigaethau partïon i gontractau meddiannaeth.
- (3) Nid yw Rhannau 4 i 8 ond yn gymwys i fathau penodol o gontract meddiannaeth—
- mae a wnelo Rhan 4 â rhwymedigaethau landlordiaid o ran cyflwr anheddau; mae Pennod 2 (sy'n nodi'r rhwymedigaethau) yn gymwys i bob contract meddiannaeth, ac eithrio contractau safonol cyfnod penodol am gyfnod o saith mlynedd neu ragor, ac mae Penodau 1 a 3 yn gymwys yn gyffredinol,
 - nid yw Rhan 5 ond yn gymwys i gontractau diogel (ac nid yw adran 118 ond yn gymwys i gontractau diogel a wneir â landlord cymunedol),
 - nid yw Rhan 6 ond yn gymwys i gontractau safonol cyfnodol,
 - nid yw Rhan 7 ond yn gymwys i gontractau safonol cyfnod penodol, ac
 - nid yw Rhan 8 ond yn gymwys i gontractau safonol â chymorth (sef contract meddiannaeth sy'n ymwneud â llety sy'n cael ei ddarparu mewn cysylltiad â gwasanaethau cymorth).
- (4) Mae a wnelo Rhan 9 â therfynu contractau meddiannaeth; yn benodol, mae'n cynnwys—
- Penodau sy'n gymwys i bob contract meddiannaeth, a
 - Penodau sydd ond yn gymwys i fathau penodol o gontract meddiannaeth.

6 Trosolwg o Rannau 10 ac 11: darpariaeth gyffredinol

- (1) Mae a wnelo Rhan 10 â materion amrywiol sydd naill ai—

- (7) At the creation of the contract, the parties can agree that a supplementary provision will be included in the contract with modifications or that it will not be included at all, and once an occupation contract has been created, the parties can vary its supplementary terms; but there are certain limits to this.

4 Identifying provisions of this Act which are fundamental provisions

- (1) Each provision of this Act which is a fundamental provision –
 - (a) specifies that it is a fundamental provision, and
 - (b) specifies the occupation contracts it is applicable to.
- (2) Schedule 1 contains three Parts, identifying the fundamental provisions in this Act as follows –
 - (a) Part 1 identifies the fundamental provisions that are applicable to secure contracts,
 - (b) Part 2 identifies the fundamental provisions that are applicable to periodic standard contracts, and
 - (c) Part 3 identifies the fundamental provisions that are applicable to fixed term standard contracts.

Overview of rest of Act

5 Overview of Parts 3 to 9: operation and termination of occupation contracts

- (1) Parts 3 to 9 concern occupation contracts.
- (2) Part 3 applies to all occupation contracts; it deals with a range of matters about the rights and obligations of parties to occupation contracts.
- (3) Parts 4 to 8 apply only to specific kinds of occupation contract –
 - (a) Part 4 concerns landlords' obligations relating to the condition of dwellings; Chapter 2 (which sets out the obligations) applies to all occupation contracts except fixed term standard contracts for a term of seven years or more, and Chapters 1 and 3 are of general application,
 - (b) Part 5 applies to secure contracts only (and section 118 applies only to secure contracts with a community landlord),
 - (c) Part 6 applies to periodic standard contracts only,
 - (d) Part 7 applies to fixed term standard contracts only, and
 - (e) Part 8 applies to supported standard contracts only (a supported standard contract is an occupation contract which relates to accommodation provided in connection with support services).
- (4) Part 9 concerns the termination of occupation contracts; in particular, it contains –
 - (a) Chapters which apply to all occupation contracts, and
 - (b) Chapters which apply only to specific kinds of occupation contract.

6 Overview of Parts 10 and 11: general provision

- (1) Part 10 concerns miscellaneous matters which are either –

- (a) yn atodol i Rannau 2 i 9, neu
 - (b) ynghylch cymhwyso a gweithredu'r Ddeddf hon.
- (2) Mae Rhan 11 yn cynnwys –
- (a) darpariaeth ynghylch dehongli'r Ddeddf hon, a
 - (b) darpariaeth sy'n gymwys yn gyffredinol at ddibenion y Ddeddf hon.

RHAN 2

CONTRACTAU MEDDIANNAETH A LANDLORDIAID

PENNOD 1

CONTRACTAU MEDDIANNAETH

- 7 Tenantiaethau a thrwyddedau sy'n gontractau meddiannaeth**
- (1) Mae tenantiaeth neu drwydded yn gontract meddiannaeth –
- (a) os yw o fewn is-adran (2) neu (3), a
 - (b) os oes rhent neu gydnabyddiaeth arall yn daladwy oddi tani.
- (2) Mae tenantiaeth o fewn yr is-adran hon –
- (a) os yw wedi ei gwneud rhwng landlord ac unigolyn, a
 - (b) os yw'n rhoi'r hawl i'r unigolyn feddiannu annedd fel cartref.
- (3) Mae tenantiaeth neu drwydded o fewn yr is-adran hon –
- (a) os yw wedi ei gwneud rhwng landlord a dau neu ragor o bersonau, a bod o leiaf un o'r rheini yn unigolyn, a
 - (b) os yw'n rhoi'r hawl i'r unigolyn (neu i un neu ragor ohonynt, os oes mwy nag un unigolyn) feddiannu annedd fel cartref.
- (4) Ond mae eithriadau i is-adran (1) yn Atodlen 2, sy'n darparu –
- (a) yn Rhan 1, y gall tenantiaethau a thrwyddedau penodol nad ydynt o fewn is-adran (2) neu (3) fod yn gontractau meddiannaeth os rhoddir hysbysiad,
 - (b) yn Rhan 2, nad yw tenantiaethau a thrwyddedau penodol sydd o fewn is-adran (2) neu (3) yn gontractau meddiannaeth oni bai y rhoddir hysbysiad,
 - (c) yn Rhan 3, nad yw tenantiaethau a thrwyddedau penodol byth yn gontractau meddiannaeth,
 - (d) yn Rhannau 4 a 5, y gall tenantiaethau a thrwyddedau penodol fod yn gontractau meddiannaeth, ond bod rheolau arbennig yn gymwys mewn perthynas â hwy, ac
 - (e) yn Rhan 6, y caiff Gweinidogion Cymru ddiwygio'r Atodlen honno.
- (5) Mae pob person y mae landlord yn gwneud contract meddiannaeth ag ef yn ddeiliad contract o dan y contract meddiannaeth.
- (6) Ond ni all unigolyn fod yn ddeiliad contract o dan gontract meddiannaeth os nad yw wedi cyrraedd 18 oed.

- (a) supplementary to Parts 2 to 9, or
 - (b) about the application and operation of this Act.
- (2) Part 11 contains –
- (a) provision about the interpretation of this Act, and
 - (b) provision which applies generally for the purposes of this Act.

PART 2

OCCUPATION CONTRACTS AND LANDLORDS

CHAPTER 1

OCCUPATION CONTRACTS

7 Tenancies and licences that are occupation contracts

- (1) A tenancy or licence is an occupation contract if –
- (a) it is within subsection (2) or (3), and
 - (b) rent or other consideration is payable under it.
- (2) A tenancy or licence is within this subsection if –
- (a) it is made between a landlord and an individual, and
 - (b) it confers on the individual the right to occupy a dwelling as a home.
- (3) A tenancy or licence is within this subsection if –
- (a) it is made between a landlord and two or more persons at least one of whom is an individual, and
 - (b) it confers on the individual (or, if there is more than one individual, on one or more of them) the right to occupy a dwelling as a home.
- (4) But there are exceptions to subsection (1) set out in Schedule 2, which provides –
- (a) in Part 1, that certain tenancies and licences not within subsection (2) or (3) can be occupation contracts if notice is given,
 - (b) in Part 2, that certain tenancies and licences that are within subsection (2) or (3) are not occupation contracts unless notice is given,
 - (c) in Part 3, that certain tenancies and licences are never occupation contracts,
 - (d) in Parts 4 and 5, that certain tenancies and licences can be occupation contracts, but special rules apply in relation to them, and
 - (e) in Part 6, that the Welsh Ministers may amend that Schedule.
- (5) Each person with whom a landlord makes an occupation contract is a contract-holder under the occupation contract.
- (6) But an individual cannot be a contract-holder under an occupation contract if he or she has not reached the age of 18.

8 Contractau diogel a chontractau safonol

- (1) Mae contract meddiannaeth naill ai—
 - (a) yn gontract diogel, neu
 - (b) yn gontract safonol.
- (2) Mae contract diogel yn gontract cyfnodol.
- (3) Mae contract safonol naill ai'n gontract cyfnod penodol neu'n gontract cyfnodol.

PENNOD 2

NATUR CONTRACTAU Y GALL LANDLORDIAID CYMUNEDOL A LANDLORDIAID
PREIFAT EU GWNEUD ETC.

*Diffiniadau***9 Landlordiaid cymunedol**

- (1) Yn y Ddeddf hon, ystyr “landlord cymunedol” yw landlord sydd yn—
 - (a) awdurdod a grybwyllir yn is-adran (2),
 - (b) landlord cymdeithasol cofrestredig, heblaw cymdeithas dai gwbl gydfuddiannol neu gymdeithas dai gydweithredol, neu
 - (c) darparwr tai cymdeithasol preifat cofrestredig (gweler adran 80(3) o Ddeddf Tai ac Adfywio 2008 (p. 17)).
- (2) Yr awdurdodau yw—
 - (a) awdurdod lleol;
 - (b) corfforaeth dref newydd;
 - (c) ymddiriedolaeth gweithredu tai;
 - (d) corfforaeth datblygu trefol;
 - (e) cydweithrediaeth tai y mae is-adran (3) yn gymwys iddi.
- (3) Mae'r is-adran hon yn gymwys i gydweithrediaeth tai (o fewn ystyr adran 27B o Ddeddf Tai 1985 (p. 68)) i'r graddau y mae unrhyw anedd sy'n ddarostyngedig i gontract meddiannaeth wedi ei chynnwys mewn cytundeb cydweithrediaeth tai o fewn ystyr yr adran honno.
- (4) Yn y Ddeddf hon, ystyr “landlord cymdeithasol cofrestredig” yw person a gofrestrwyd ar y gofrestr a gedwir o dan adran 1 o Ddeddf Tai 1996 (p. 52).
- (5) Yn y Ddeddf hon, mae i “cymdeithas dai gwbl gydfuddiannol” a “cymdeithas dai gydweithredol” yr un ystyr ag a roddir i “fully mutual housing association” a “co-operative housing association” yn Neddf Cymdeithasau Tai 1985 (p. 69) (gweler adran 1(2) o'r Ddeddf honno).
- (6) Caiff Gweinidogion Cymru ddiwygio'r adran hon drwy reoliadau at ddiben—
 - (a) darparu nad yw person sydd ar y pryd yn landlord cymunedol yn landlord cymunedol;

8 Secure contracts and standard contracts

- (1) An occupation contract is either –
 - (a) a secure contract, or
 - (b) a standard contract.
- (2) A secure contract is a periodic contract.
- (3) A standard contract is either a fixed term contract or a periodic contract.

CHAPTER 2

**NATURE OF CONTRACTS WHICH CAN BE MADE ETC. BY COMMUNITY LANDLORDS
AND PRIVATE LANDLORDS**

Definitions

9 Community landlords

- (1) In this Act “community landlord” means a landlord which is –
 - (a) an authority mentioned in subsection (2),
 - (b) a registered social landlord, other than a fully mutual housing association or a co-operative housing association, or
 - (c) a private registered provider of social housing (see section 80(3) of the Housing and Regeneration Act 2008 (c. 17)).
- (2) The authorities are –
 - (a) a local authority;
 - (b) a new town corporation;
 - (c) a housing action trust;
 - (d) an urban development corporation;
 - (e) a housing co-operative to which subsection (3) applies.
- (3) This subsection applies to a housing co-operative (within the meaning of section 27B of the Housing Act 1985 (c. 68)) to the extent that any dwelling subject to an occupation contract is comprised in a housing co-operative agreement within the meaning of that section.
- (4) In this Act “registered social landlord” means a person registered in the register maintained under section 1 of the Housing Act 1996 (c. 52).
- (5) In this Act “fully mutual housing association” and “co-operative housing association” have the same meaning as in the Housing Associations Act 1985 (c. 69) (see section 1(2) of that Act).
- (6) The Welsh Ministers may by regulations amend this section for the purpose of –
 - (a) providing that a person which is for the time being a community landlord is not a community landlord;

- (b) darparu bod person nad yw'n landlord cymunedol yn landlord cymunedol;
- (c) newid disgrifiad o berson sydd ar y pryd yn landlord cymunedol.

10 Landlordiaid preifat

Yn y Ddeddf hon, ystyr "landlord preifat" yw landlord nad yw'n landlord cymunedol.

Contractau a wneir â landlordiaid cymunedol neu a fabwysiedir ganddynt

11 Contract a wneir â landlord cymunedol

- (1) Mae contract meddiannaeth a wneir â landlord cymunedol yn gontract diogel oni bai bod un o'r eithriadau a ganlyn yn gymwys.
- (2) Mae'r eithriad cyntaf yn gymwys –
 - (a) os yw'r contract meddiannaeth o fewn Atodlen 3 (contractau meddiannaeth a wneir gyda landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol),
 - (b) os yw'r landlord, cyn gwneud y contract neu ar adeg gwneud y contract, yn rhoi hysbysiad i ddeiliad y contract o dan adran 13 (hysbysiad contract safonol), ac
 - (c) os nad oes unrhyw eithriad arall yn gymwys.
- (3) Mae'r ail eithriad yn gymwys os caiff y contract ei wneud o ganlyniad i orchymyn o dan adran 116 (contract safonol ymddygiad gwaharddedig).
- (4) Mae'r trydydd eithriad yn gymwys os yw'r contract yn bodoli yn sgil adran 184(2) neu os yw o fewn adran 184(6) (contractau ar ddiwedd cyfnod penodol).
- (5) Mae'r pedwerydd eithriad yn gymwys os yw'r contract yn denantiaeth neu'n drwydded sy'n bodoli yn sgil adran 238 (tenantiaethau a thrwyddedau goblygedig).
- (6) Mae adran 16 yn gwneud darpariaeth bellach am gontractau y mae'r eithriad cyntaf yn gymwys iddynt am fod y contract o fewn paragraff 3 o Atodlen 3 (contractau safonol rhagarweiniol).

12 Contract a fabwysiedir gan landlord cymunedol

- (1) Os yw landlord cymunedol yn dod yn landlord o dan gontract diogel sydd eisoes yn bodoli, mae'r contract yn parhau fel contract diogel.
- (2) Os yw landlord cymunedol yn dod yn landlord o dan gontract safonol sydd eisoes yn bodoli oherwydd trosglwyddiad o dan adran 62 neu 66 (trosglwyddo hawliau a rhwymedigaethau landlord o dan gontract isfeddiannaeth), mae'r contract yn parhau fel contract safonol.
- (3) Os yw landlord cymunedol yn dod yn landlord o dan gontract safonol sydd eisoes yn bodoli, a hynny am unrhyw reswm arall, mae'r contract 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,
 oni bai bod un o'r eithriadau a ganlyn yn gymwys.
- (4) Mae'r eithriad cyntaf yn gymwys –

- (b) providing that a person which is not a community landlord is a community landlord;
- (c) changing a description of a person which is for the time being a community landlord.

10 Private landlords

In this Act “private landlord” means a landlord that is not a community landlord.

Contracts made with or adopted by community landlords

11 Contract made with community landlord

- (1) An occupation contract made with a community landlord is a secure contract unless one of the following exceptions applies.
- (2) The first exception applies if –
 - (a) the occupation contract is within Schedule 3 (occupation contracts made with community landlords which may be standard contracts),
 - (b) before or at the time the contract is made, the landlord gives the contract-holder a notice under section 13 (notice of standard contract), and
 - (c) no other exception applies.
- (3) The second exception applies if the contract is made as a result of an order under section 116 (prohibited conduct standard contract).
- (4) The third exception applies if the contract arises under section 184(2) or is within section 184(6) (contracts at end of fixed term).
- (5) The fourth exception applies if the contract is a tenancy or licence arising under section 238 (implied tenancies and licences).
- (6) Section 16 makes further provision about contracts to which the first exception applies because the contract is within paragraph 3 of Schedule 3 (introductory standard contracts).

12 Contract adopted by community landlord

- (1) If a community landlord becomes the landlord under an existing secure contract, the contract continues as a secure contract.
- (2) If a community landlord becomes the landlord under an existing standard contract because of a transfer under section 62 or 66 (transfer of rights and obligations of landlord under a sub-occupation contract), the contract continues as a standard contract.
- (3) If a community landlord becomes the landlord under an existing standard contract for any other reason, the 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,
 unless one of the following exceptions applies.
- (4) The first exception applies if –

- (a) os yw'r contract o fewn Atodlen 3 (contractau meddiannaeth a fabwysiedir gan landlord cymunedol),
 - (b) os yw'r landlord cymunedol, cyn iddo ddod yn landlord neu ar yr adeg y daw'n landlord, yn rhoi hysbysiad i ddeiliad y contract o dan adran 13, ac
 - (c) os nad oes unrhyw eithriad arall yn gymwys.
- (5) Mae'r ail eithriad yn gymwys os caiff y contract ei wneud o ganlyniad i orchymyn o dan adran 116 (contract safonol ymddygiad gwaharddedig).
- (6) Mae'r trydydd eithriad yn gymwys os yw'r contract yn bodoli yn sgil adran 184(2) neu os yw o fewn adran 184(6) (contractau ar ddiwedd cyfnod penodol).
- (7) Mae'r pedwerydd eithriad yn gymwys os yw'r contract yn denantiaeth neu'n drwydded sy'n bodoli yn sgil adran 238 (tenantiaethau a thrwyddedau goblygedig).
- (8) Mae'r pumed eithriad yn gymwys –
- (a) os yw'r contract yn gontract safonol cyfnod penodol y talwyd premiwm ar ei gyfer, a
 - (b) os yw deiliad y contract, cyn i'r landlord cymunedol ddod yn landlord arno, yn penderfynu y dylai'r contract barhau i fod yn gontract safonol cyfnod penodol (mae adran 15 yn gwneud darpariaeth bellach am benderfyniadau o'r fath).
- (9) Mae adran 16 yn gwneud darpariaeth bellach am gontractau y mae'r eithriad cyntaf yn gymwys iddynt am fod y contract o fewn paragraff 3 o Atodlen 3 (contractau safonol rhagarweiniol).

13 Hysbysiad o gontract safonol

- (1) Mae hysbysiad o dan yr adran hon yn hysbysiad –
- (a) sy'n pennu'r paragraff o Atodlen 3, a'r disgrifiad o gontract meddiannaeth a nodir yn y paragraff hwnnw, y mae'r landlord yn dibynnu arno, a
 - (b) sy'n datgan bod y contract yn gontract safonol.
- (2) Rhaid i'r hysbysiad hefyd hysbysu deiliad y contract o'i hawl i wneud cais am adolygiad o dan adran 14, ac erbyn pryd y mae'n rhaid gwneud y cais.

14 Adolygu hysbysiad

- (1) Mae'r adran hon yn gymwys pan fo landlord cymunedol yn rhoi hysbysiad o dan adran 13.
- (2) Caiff deiliad y contract wneud cais i'r llys sirol am adolygiad o benderfyniad y landlord i roi'r hysbysiad.
- (3) Rhaid gwneud y cais cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad i ddeiliad y contract.
- (4) Caiff y llys sirol roi caniatâd i gais gael ei wneud ar ôl diwedd y cyfnod a ganiateir gan is-adran (3), ond dim ond os yw'n fodlon –
- (a) os ceisir caniatâd cyn diwedd y cyfnod hwnnw, bod rheswm da nad yw deiliad y contract yn gallu gwneud y cais mewn pryd, neu

- (a) the contract is within Schedule 3 (occupation contracts adopted by community landlords which may be standard contracts),
 - (b) before or at the time the community landlord becomes the landlord, the community landlord gives the contract-holder a notice under section 13, and
 - (c) no other exception applies.
- (5) The second exception applies if the contract is made as a result of an order under section 116 (prohibited conduct standard contract).
- (6) The third exception applies if the contract arises under section 184(2) or is within section 184(6) (contracts at end of fixed term).
- (7) The fourth exception applies if the contract is a tenancy or licence arising under section 238 (implied tenancies and licences).
- (8) The fifth exception applies if –
- (a) the contract is a fixed term standard contract for which a premium was paid, and
 - (b) before the community landlord becomes the landlord, the contract-holder decides that the contract should remain a fixed term standard contract (section 15 makes further provision about such decisions).
- (9) Section 16 makes further provision about contracts to which the first exception applies because the contract is within paragraph 3 of Schedule 3 (introductory standard contracts).

13 Notice of standard contract

- (1) A notice under this section is a notice –
- (a) specifying the paragraph of Schedule 3, and the description of occupation contract set out in that paragraph, on which the landlord relies, and
 - (b) stating that the contract is a standard contract.
- (2) The notice must also inform the contract-holder of his or her right to apply for a review under section 14, and of the time by which the application must be made.

14 Review of notice

- (1) This section applies where a community landlord gives a notice under section 13.
- (2) The contract-holder may apply to the county court for a review of the landlord's decision to give the notice.
- (3) The application must be made before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the notice.
- (4) The county court may give permission for an application to be made after the end of the period allowed by subsection (3), but only if it is satisfied –
- (a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or

- (b) os ceisir caniatâd ar ôl hynny, bod rheswm da bod deiliad y contract wedi methu â gwneud y cais mewn pryd ac am unrhyw oedi cyn gwneud cais am ganiatâd.
- (5) Caiff y llys sirol gadarnhau'r penderfyniad i roi'r hysbysiad neu ei ddiddymu.
- (6) Wrth ystyried a ddylai gadarnhau'r penderfyniad neu ei ddiddymu, rhaid i'r llys sirol gymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys pan wneir cais am adolygiad barnwrol.
- (7) Os yw'r llys sirol yn diddymu'r penderfyniad, caiff wneud unrhyw orchymyn y gallai'r Uchel Lys ei wneud wrth wneud gorchymyn diddymu ar gais am adolygiad barnwrol.
- (8) Os yw'r llys sirol yn diddymu'r penderfyniad ac os yw'r landlord yn rhoi hysbysiad pellach i ddeiliad y contract o dan adran 13 cyn diwedd y cyfnod ôl-adolygiad, mae'r hysbysiad yn cael effaith (heblaw at ddibenion is-adran (3)), fel pe bai wedi ei roi—
 - (a) mewn achos sydd o fewn adran 11, ar adeg gwneud y contract, neu
 - (b) mewn achos sydd o fewn adran 12, ar yr adeg y daeth y landlord cymunedol yn landlord.
- (9) Y cyfnod ôl-adolygiad yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r llys sirol yn diddymu'r penderfyniad.

15 Hysbysiad o'r hawl i benderfynu parhau ar gontract safonol cyfnod penodol

- (1) O leiaf fis cyn i landlord cymunedol ddod yn landlord o dan gontract safonol cyfnod penodol y talwyd premiwm ar ei gyfer, rhaid i'r landlord cymunedol roi hysbysiad i ddeiliad y contract o dan yr adran hon.
- (2) Rhaid i'r hysbysiad—
 - (a) hysbysu deiliad y contract o'i hawl o dan adran 12(8)(b) i benderfynu y dylai'r contract barhau i fod yn gontract safonol cyfnod penodol, a'i hysbysu erbyn pryd y mae'n rhaid iddo wneud y penderfyniad, a
 - (b) egluro sut y bydd adran 12 yn gymwys i'r contract os nad yw deiliad y contract yn gwneud y penderfyniad.

16 Contractau safonol rhagarweiniol

- (1) Mae contract meddiannaeth sy'n gontract safonol am fod yr eithriad cyntaf yn adran 11 neu 12 yn gymwys ac am ei fod o fewn paragraff 3 o Atodlen 3 (contract meddiannaeth newydd a wneir â landlord cymunedol)—
 - (a) yn gontract safonol cyfnodol yn ystod y cyfnod rhagarweiniol, a
 - (b) 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.
- (2) Ond nid yw is-adran (1)(b) yn gymwys os yw cyfnod rhagarweiniol yn dod i ben oherwydd paragraff 1(6) o Atodlen 4 (landlord preifat yn dod yn landlord o dan y contract).
- (3) Mae Atodlen 4 yn gwneud darpariaeth ynghylch cyfnodau rhagarweiniol ac ynghylch telerau contract diogel sy'n dod i fodolaeth yn sgil diwedd cyfnod rhagarweiniol.

(b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.

- (5) The county court may confirm or quash the decision to give the notice.
- (6) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court quashes the decision, it may make any order the High Court could make when making a quashing order on an application for judicial review.
- (8) If the county court quashes the decision and the landlord gives the contract-holder a further notice under section 13 before the end of the post-review period, the notice has effect (other than for the purposes of subsection (3)) as if given –
 - (a) in a case within section 11, at the time the contract was made, or
 - (b) in a case within section 12, at the time the community landlord became the landlord.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

15 Notice of right to decide to remain on a fixed term standard contract

- (1) At least one month before a community landlord becomes the landlord under a fixed term standard contract for which a premium was paid, the community landlord must give the contract-holder a notice under this section.
- (2) The notice must –
 - (a) inform the contract-holder of his or her right under section 12(8)(b) to decide that the contract should remain a fixed term standard contract, and of the time by which the decision must be made, and
 - (b) explain how section 12 will apply to the contract if the contract-holder does not make such a decision.

16 Introductory standard contracts

- (1) An occupation contract which is a standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3 (new occupation contract made with community landlord) –
 - (a) is a periodic standard contract during the introductory period, and
 - (b) 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.
- (2) But subsection (1)(b) does not apply if an introductory period ends because of paragraph 1(6) of Schedule 4 (private landlord becomes landlord under the contract).
- (3) Schedule 4 makes provision about introductory periods and about the terms of a secure contract which arises at the end of an introductory period.

- (4) Yn y Ddeddf hon, ystyr “contract safonol rhagarweiniol” yw contract –
- (a) sydd o fewn is-adran (1), a
 - (b) nad yw’r cyfnod rhagarweiniol sy’n berthnasol iddo wedi dod i ben.

Contractau a wneir â landlordiaid preifat neu a fabwysiedir ganddynt

17 Contract a wneir â landlordiaid preifat neu a fabwysiedir ganddynt

- (1) Mae contract meddiannaeth a wneir â landlord preifat yn gontract safonol oni bai bod y landlord, cyn neu ar adeg gwneud y contract, yn rhoi hysbysiad i ddeiliad y contract sy’n datgan bod y contract yn gontract diogel.
- (2) Os yw landlord preifat yn dod yn landlord o dan gontract diogel sydd eisoes yn bodoli, mae’r contract yn parhau i fod yn gontract diogel.
- (3) Os yw landlord preifat yn dod yn landlord o dan gontract safonol sydd eisoes yn bodoli, mae’r contract yn parhau i fod yn gontract safonol.

PENNOD 3

DARPARIAETHAU SYLFAENOL CONTRACTAU MEDDIANNAETH

18 Darpariaethau sylfaenol

- (1) Darpariaethau sylfaenol yw darpariaethau yn y Ddeddf hon (a darpariaethau sy’n ddarpariaethau sylfaenol yn rhinwedd adran 22(1)(a)) a ymgorfforir fel telerau contractau meddiannaeth neu fel telerau mathau neu ddisgrifiadau penodol o gontractau meddiannaeth (yn ddarostyngedig i adrannau 20(1) a (2) a 21).
- (2) Mae pob un o ddarpariaethau’r Ddeddf hon sy’n ddarpariaeth sylfaenol yn nodi hynny, ac yn pennu ym mha gontractau meddiannaeth y caiff ei hymgorffori fel teler sylfaenol.
- (3) Nid oes dim yn y Ddeddf hon i’w ddarllen fel pe bai’n galluogi landlord neu ddeiliad contract i wneud unrhyw beth a fyddai’n cael yr effaith nad yw darpariaeth sylfaenol sy’n gymwys i’r contract meddiannaeth yn ddarpariaeth sylfaenol sy’n gymwys i’r contract hwnnw, neu’n cael yr effaith nad yw i’w drin felly (ond nid yw hyn yn atal cytundeb i addasu neu i beidio ag ymgorffori darpariaeth sylfaenol, neu amrywiad ar un o’r telerau sylfaenol, sydd yn unol â’r Ddeddf hon).

19 Telerau sylfaenol a darpariaethau sylfaenol: diffiniadau

- (1) Mae’r adran hon yn gymwys at ddibenion dehongli’r Ddeddf hon.
- (2) Mae i “darpariaeth sylfaenol” yr ystyr a roddir yn adran 18.
- (3) Mae cyfeiriad yn y Ddeddf hon at adran neu ddarpariaeth arall sydd yn ddarpariaeth sylfaenol yn cael effaith, mewn perthynas â chontract sy’n ymgorffori’r ddarpariaeth sylfaenol (ynghyd ag addasiadau i’r ddarpariaeth neu heb addasiadau iddi), fel cyfeiriad at deler sylfaenol y contract sy’n ymgorffori’r ddarpariaeth honno.
- (4) Ystyr “teler sylfaenol”, mewn perthynas â chontract meddiannaeth, yw teler o’r contract sy’n ymgorffori darpariaeth sylfaenol (ynghyd ag addasiadau i’r ddarpariaeth neu heb addasiadau iddi).

- (4) In this Act “introductory standard contract” means a contract –
 - (a) which is within subsection (1), and
 - (b) in relation to which the introductory period has not ended.

Contracts made with or adopted by private landlords

17 Contract made with or adopted by private landlord

- (1) An occupation contract made with a private landlord is a standard contract unless, before or at the time the contract is made, the landlord gives the contract-holder a notice stating that the contract is a secure contract.
- (2) If a private landlord becomes the landlord under an existing secure contract, the contract continues as a secure contract.
- (3) If a private landlord becomes the landlord under an existing standard contract, the contract continues as a standard contract.

CHAPTER 3

FUNDAMENTAL PROVISIONS OF OCCUPATION CONTRACTS

18 Fundamental provisions

- (1) Fundamental provisions are provisions of this Act (and provisions which are fundamental provisions by virtue of section 22(1)(a)) that are incorporated as terms of occupation contracts or particular kinds or descriptions of occupation contract (subject to sections 20(1) and (2) and 21).
- (2) Each provision of this Act that is a fundamental provision identifies itself as such, and specifies the occupation contracts into which it is incorporated as a fundamental term.
- (3) Nothing in this Act is to be read as enabling a landlord or contract-holder to do anything which would have the effect that a fundamental provision which is applicable to the occupation contract is not, or is not to be treated as, a fundamental provision which is applicable to the contract (but this does not prevent an agreement to modify or not to incorporate a fundamental provision, or a variation of a fundamental term, which is in accordance with this Act).

19 Fundamental terms and fundamental provisions: definitions

- (1) This section applies for the purposes of interpreting this Act.
- (2) “Fundamental provision” has the meaning given in section 18.
- (3) A reference in this Act to a section or other provision which is a fundamental provision has effect, in relation to a contract in which the fundamental provision is incorporated (with or without modifications), as a reference to the fundamental term of the contract which incorporates the fundamental provision.
- (4) “Fundamental term”, in relation to an occupation contract, means a term of the contract which incorporates a fundamental provision (with or without modifications).

20 Ymgorffori ac addasu darpariaethau sylfaenol

- (1) Nid yw darpariaeth sylfaenol wedi ei hymgorffori fel un o delerau contract meddiannaeth—
 - (a) os yw'r landlord a deiliad y contract yn cytuno na ddylid ei hymgorffori, a
 - (b) os, ym marn deiliad y contract, effaith peidio â'i hymgorffori yw bod sefyllfa deiliad y contract yn gwella.
- (2) Mae darpariaeth sylfaenol wedi ei hymgorffori fel un o delerau contract meddiannaeth ynghyd ag addasiadau iddi—
 - (a) os yw'r landlord a deiliad y contract yn cytuno y dylid ei hymgorffori ynghyd â'r addasiadau hynny iddi, a
 - (b) os, ym marn deiliad y contract, effaith ei hymgorffori ynghyd â'r addasiadau hynny yw bod sefyllfa deiliad y contract yn gwella.
- (3) Nid yw is-adrannau (1) a (2) yn gymwys i'r darpariaethau sylfaenol a ganlyn—
 - (a) adran 45 (gofyniad i ddefnyddio cynllun blaendal),
 - (b) adran 52 (cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth),
 - (c) adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
 - (d) adrannau 103(1)(b) a (2) a 108 (amrywio contractau diogel),
 - (e) adrannau 122(1)(b) a (2) a 127 (amrywio contractau safonol cyfnodol),
 - (f) adran 134(1)(b) a (2) a 135 (amrywio contractau safonol cyfnod penodol),
 - (g) adran 148 (terfynu a ganiateir),
 - (h) adran 149 (hawliadau meddiant),
 - (i) adran 155 (marwolaeth unig ddeiliad contract),
 - (j) adran 158 (sicrhau contract drwy ddatganiad ffug),
 - (k) adran 175 (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth),
 - (l) adran 177 (torri rheolau blaendal: contractau safonol cyfnodol),
 - (m) adran 186(2) a (4) (cyfyngiad ar derfynu contract safonol cyfnod penodol yn ystod chwe mis cyntaf meddiannaeth),
 - (n) adran 196 (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth),
 - (o) adran 198 (torri rheolau blaendal: contractau safonol cyfnod penodol sy'n cynnwys cymal terfynu'r landlord), a
 - (p) paragraff 7 o Atodlen 4 (amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol).
- (4) Mae is-adrannau (1) a (2) yn ddarostyngedig i adran 34 (methiant landlord i ddarparu datganiad ysgrifenedig o'r contract) ac adran 36 (datganiad anghyflawn o'r contract).

20 Incorporation and modification of fundamental provisions

- (1) A fundamental provision is not incorporated as a term of an occupation contract if –
 - (a) the landlord and the contract-holder agree that it should not be incorporated, and
 - (b) in the contract-holder's opinion, the effect of its not being incorporated is that the position of the contract-holder is improved.
- (2) A fundamental provision is incorporated as a term of an occupation contract with modifications if –
 - (a) the landlord and the contract-holder agree that it should be incorporated with those modifications, and
 - (b) in the contract-holder's opinion, the effect of its being incorporated with those modifications is that the position of the contract-holder is improved.
- (3) Subsections (1) and (2) do not apply to the following fundamental provisions –
 - (a) section 45 (requirement to use deposit scheme),
 - (b) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
 - (c) section 55 (anti-social behaviour and other prohibited conduct),
 - (d) sections 103(1)(b) and (2) and 108 (variation of secure contracts),
 - (e) sections 122(1)(b) and (2) and 127 (variation of periodic standard contracts),
 - (f) section 134(1)(b) and (2) and 135 (variation of fixed term standard contracts),
 - (g) section 148 (permissible termination),
 - (h) section 149 (possession claims),
 - (i) section 155 (death of sole contract-holder),
 - (j) section 158 (securing contract by use of false statement),
 - (k) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation),
 - (l) section 177 (breach of deposit requirements: periodic standard contracts),
 - (m) section 186(2) and (4) (restriction on ending fixed term standard contract during first six months of occupation),
 - (n) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation),
 - (o) section 198 (breach of deposit requirements: fixed term standard contracts with landlord's break clause), and
 - (p) paragraph 7 of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).
- (4) Subsections (1) and (2) are subject to section 34 (landlord's failure to provide written statement of contract) and section 36 (incomplete statement of contract).

21 Effaith peidio ag ymgorffori darpariaethau sylfaenol ac addasu darpariaethau sylfaenol

- (1) Mae is-adrannau (2) a (3) yn gymwys –
 - (a) pan nad yw darpariaeth sylfaenol wedi ei hymgorffori fel un o delerau contract meddiannaeth oherwydd cytundeb o dan adran 20(1), neu
 - (b) pan fo darpariaeth sylfaenol wedi ei hymgorffori ynghyd ag addasiadau iddi oherwydd cytundeb o dan adran 20(2).
- (2) Os, o ganlyniad, yw'n angenrheidiol nad yw darpariaeth sylfaenol neu ddarpariaeth atodol arall (gweler Pennod 4) yn cael ei hymgorffori, nid yw'r ddarpariaeth honno wedi ei hymgorffori.
- (3) Os, o ganlyniad, yw'n angenrheidiol ymgorffori darpariaeth sylfaenol neu ddarpariaeth atodol arall ynghyd ag addasiadau iddi, mae'r ddarpariaeth honno wedi ei hymgorffori ynghyd â'r addasiadau angenrheidiol hynny (yn ogystal ag unrhyw addasiadau a wneir oherwydd cytundeb o dan adran 20(2) neu adran 24(2)).
- (4) Ond nid yw is-adrannau (2) a (3) yn gymwys pe byddai eu cymhwyso yn cael yr effaith na fyddai darpariaeth sylfaenol a grybwyllir yn adran 20(3) wedi ei hymgorffori, neu y byddai wedi ei hymgorffori ynghyd ag addasiadau iddi; felly, nid yw'r cytundeb a grybwyllir yn is-adran (1)(a) neu (b) yn cael unrhyw effaith.

22 Pwerau o ran darpariaethau sylfaenol

- (1) Caiff Gweinidogion Cymru ddarparu drwy reoliadau bod –
 - (a) darpariaeth mewn unrhyw ddeddfiad yn ddarpariaeth sylfaenol sy'n gymwys i gontract meddiannaeth;
 - (b) darpariaeth mewn unrhyw ddeddfiad sydd ar y pryd yn ddarpariaeth sylfaenol sy'n gymwys i gontract meddiannaeth, yn peidio â bod yn ddarpariaeth sylfaenol sy'n gymwys i gontract meddiannaeth.
- (2) Caiff Gweinidogion Cymru ddarparu drwy reoliadau nad yw –
 - (a) adran 20(1) yn gymwys i ddarpariaeth sylfaenol;
 - (b) adran 20(2) yn gymwys i ddarpariaeth sylfaenol.
- (3) Mae'r pŵer i wneud diwygiadau canlyniadol o dan adran 256(2) yn cynnwys, o ran ei gymhwyso i reoliadau o dan yr adran hon, y pŵer i wneud diwygiadau canlyniadol i'r Ddeddf hon.

PENNOD 4

DARPARIAETHAU ATODOL CONTRACTAU MEDDIANNAETH

23 Darpariaethau atodol

- (1) Caiff Gweinidogion Cymru ddarparu drwy reoliadau bod darpariaethau a ddynodir yn y rheoliadau wedi eu hymgorffori fel telerau contractau meddiannaeth (yn ddarostyngedig i adrannau 21, 24(1) a (2) a 25); at ddibenion y Ddeddf hon, mae darpariaethau o'r fath yn "ddarpariaethau atodol".

21 Effect of non-incorporation and modification of fundamental provisions

- (1) Subsections (2) and (3) apply where –
 - (a) a fundamental provision is not incorporated as a term of an occupation contract because of an agreement under section 20(1), or
 - (b) a fundamental provision is incorporated with modifications because of an agreement under section 20(2).
- (2) If as a result it is necessary that another fundamental provision or a supplementary provision (see Chapter 4) is not incorporated, that other provision is not incorporated.
- (3) If as a result it is necessary that another fundamental provision or a supplementary provision is incorporated with modifications, that provision is incorporated with the necessary modifications (in addition to any modifications made because of an agreement under section 20(2) or section 24(2)).
- (4) But subsections (2) and (3) do not apply if their application would have the effect that a fundamental provision mentioned in section 20(3) would not be incorporated or would be incorporated with modifications; accordingly, the agreement mentioned in subsection (1)(a) or (b) has no effect.

22 Powers in relation to fundamental provisions

- (1) The Welsh Ministers may by regulations provide that –
 - (a) a provision of any enactment is a fundamental provision applicable to an occupation contract;
 - (b) a provision of any enactment that is for the time being a fundamental provision applicable to an occupation contract ceases to be a fundamental provision applicable to an occupation contract.
- (2) The Welsh Ministers may by regulations provide that –
 - (a) section 20(1) does not apply to a fundamental provision;
 - (b) section 20(2) does not apply to a fundamental provision.
- (3) The power under section 256(2) to make consequential amendments includes, in its application to regulations under this section, the power to make consequential amendments to this Act.

CHAPTER 4

SUPPLEMENTARY PROVISIONS OF OCCUPATION CONTRACTS

23 Supplementary provisions

- (1) The Welsh Ministers may by regulations provide that provisions set out in the regulations are incorporated as terms of occupation contracts (subject to sections 21, 24(1) and (2) and 25); for the purposes of this Act such provisions are “supplementary provisions”.

- (2) Rhaid i Weinidogion Cymru ymgynghori ag unrhyw bersonau sy'n briodol yn eu tyb hwy cyn gwneud Rheoliadau o dan is-adran (1).
- (3) Mae adrannau 112 a 131 yn rhoi pwerau pellach i Weinidogion Cymru ragnodi darpariaethau atodol yn ymwneud â therfynau amser ar gyfer cyd-ddeiliaid contract yn tynnu'n ôl o gontractau diogel a chontractau safonol cyfnodol (ac mae'n rhaid i Weinidogion Cymru ymgynghori yn unol ag is-adran (2) cyn defnyddio'r pwerau hynny).
- (4) Caiff Gweinidogion Cymru, o dan is-adran (1), ragnodi bod darpariaeth mewn deddfiad yn ddarpariaeth atodol sy'n gymwys i gontract meddiannaeth.
- (5) Yn y Ddeddf hon—
 - mae i "darpariaeth atodol" ("*supplementary provision*") (heblaw mewn perthynas ag adrannau 255 a 256) yr ystyr a roddir yn is-adran (1) o'r adran hon;
 - ystyr "teler atodol" ("*supplementary term*"), mewn perthynas â chontract meddiannaeth, yw unrhyw un neu ragor o delerau'r contract sy'n ymgorffori darpariaeth atodol (ynghyd ag addasiadau neu heb addasiadau iddi).

24 Ymgorffori ac addasu darpariaethau atodol

- (1) Nid yw darpariaeth atodol wedi ei hymgorffori fel un o delerau contract meddiannaeth os yw'r landlord a deiliad y contract yn cytuno na ddylid ei hymgorffori.
- (2) Mae darpariaeth atodol wedi ei hymgorffori fel un o delerau contract meddiannaeth ynghyd ag addasiadau iddi os yw'r landlord a deiliad y contract yn cytuno y dylid ei hymgorffori ynghyd â'r addasiadau hynny.
- (3) Nid oes unrhyw effaith i gytundeb o dan is-adran (1) neu (2) a fyddai'n gwneud teler atodol mewn contract meddiannaeth yn anghydnaws ag un o delerau sylfaenol y contract.
- (4) Mae is-adrannau (1) a (2) yn ddarostyngedig i adran 34 (methiant landlord i ddarparu datganiad ysgrifenedig o'r contract) ac adran 36 (datganiad anghyflawn o'r contract).

25 Effaith peidio ag ymgorffori darpariaethau atodol ac addasu darpariaethau atodol

- (1) Mae is-adrannau (2) a (3) yn gymwys—
 - (a) pan na fo darpariaeth atodol wedi ei hymgorffori fel un o delerau contract meddiannaeth oherwydd cytundeb o dan adran 24(1), neu
 - (b) pan fo darpariaeth atodol wedi ei hymgorffori fel un o delerau'r contract ynghyd ag addasiadau iddi oherwydd cytundeb o dan adran 24(2).
- (2) Os, o ganlyniad, yw'n angenrheidiol nad yw darpariaeth atodol arall yn cael ei hymgorffori, nid yw'r ddarpariaeth arall wedi ei hymgorffori.
- (3) Os, o ganlyniad, yw'n angenrheidiol ymgorffori darpariaeth atodol arall ynghyd ag addasiadau iddi, mae'r ddarpariaeth arall wedi ei hymgorffori ynghyd â'r addasiadau angenrheidiol hynny (yn ogystal ag unrhyw addasiadau a wneir oherwydd cytundeb o dan adran 24(2)).

- (2) Before making regulations under subsection (1), the Welsh Ministers must consult such persons as appear to them to be appropriate.
- (3) Sections 112 and 131 give the Welsh Ministers further powers to prescribe supplementary provisions relating to time limits for withdrawal of joint contract-holders from secure contracts and periodic standard contracts (and the Welsh Ministers must consult in accordance with subsection (2) before using those powers).
- (4) The Welsh Ministers may, under subsection (1), prescribe a provision in an enactment as a supplementary provision applicable to an occupation contract.
- (5) In this Act –
 - “supplementary provision” (“*darpariaeth atodol*”) (except in relation to sections 255 and 256) has the meaning given in subsection (1) of this section;
 - “supplementary term” (“*teler atodol*”), in relation to an occupation contract, means a term of the contract which incorporates a supplementary provision (with or without modifications).

24 Incorporation and modification of supplementary provisions

- (1) A supplementary provision is not incorporated as a term of an occupation contract if the landlord and the contract-holder agree that it should not be incorporated.
- (2) A supplementary provision is incorporated as a term of an occupation contract with modifications if the landlord and the contract-holder agree that it should be incorporated with those modifications.
- (3) An agreement under subsection (1) or (2) that would make a supplementary term of an occupation contract incompatible with a fundamental term of the contract is of no effect.
- (4) Subsections (1) and (2) are subject to section 34 (landlord’s failure to provide written statement of contract) and section 36 (incomplete written statement).

25 Effect of non-incorporation and modification of supplementary provisions

- (1) Subsections (2) and (3) apply where –
 - (a) a supplementary provision is not incorporated as a term of an occupation contract because of an agreement under section 24(1), or
 - (b) a supplementary provision is incorporated as a term of the contract with modifications because of an agreement under section 24(2).
- (2) If as a result it is necessary that another supplementary provision is not incorporated, the other provision is not incorporated.
- (3) If as a result it is necessary that another supplementary provision is incorporated with modifications, the other provision is incorporated with the necessary modifications (in addition to any modifications made because of an agreement under section 24(2)).

PENNOD 5**MATERION ALLWEDDOL A THELERAU YCHWANEGOL CONTRACTAU MEDDIANNAETH****26 Materion allweddol mewn perthynas â phob contract meddiannaeth**

Mae'r canlynol yn faterion allweddol mewn perthynas â phob contract meddiannaeth—

- (a) yr annedd,
- (b) y dyddiad meddiannu,
- (c) swm y rhent neu gydnabyddiaeth arall, a
- (d) y cyfnodau rhentu.

27 Materion allweddol pellach mewn perthynas â chontractau safonol

Mae'r canlynol yn faterion allweddol mewn perthynas â chontractau safonol (yn ychwanegol at y rheini a nodir yn adran 26)—

- (a) pa un a yw'r contract yn un cyfnodol neu wedi ei wneud am gyfnod penodol,
- (b) y cyfnod dan sylw, os yw wedi ei wneud am gyfnod penodol, ac
- (c) os oes cyfnodau pan nad oes gan ddeiliad y contract hawl i feddiannu'r annedd fel cartref, y cyfnodau dan sylw (gweler adrannau 121 a 133).

28 Telerau ychwanegol

- (1) Telerau ychwanegol contract meddiannaeth yw unrhyw un neu ragor o delerau datganedig y contract ac eithrio—
 - (a) telerau sy'n ymdrin â'r materion allweddol mewn perthynas â'r contract,
 - (b) telerau sylfaenol y contract, ac
 - (c) telerau atodol y contract.
- (2) Nid oes unrhyw effaith i un o delerau ychwanegol contract meddiannaeth sy'n anghydnaws ag unrhyw un neu ragor o'r telerau a grybwyllir ym mharagraffau (a) i (c) o is-adran (1).
- (3) Yn y Ddeddf hon mae i "telerau ychwanegol" yr ystyr a roddir gan is-adran (1).

PENNOD 6**CONTRACTAU ENGHREIFFTIOL****29 Datganiad ysgrifenedig enghreifftiol o gontract**

- (1) Rhaid i Weinidogion Cymru ragnodi datganiadau ysgrifenedig enghreifftiol o gontractau ar gyfer contract meddiannaeth o unrhyw fath neu ddisgrifiad sy'n briodol yn eu barn hwy.
- (2) Mae datganiad ysgrifenedig enghreifftiol o gontract ar gyfer contract meddiannaeth o fath neu ddisgrifiad penodol yn ddatganiad ysgrifenedig (gweler adran 31) sy'n ymgorffori'r holl ddarpariaethau sylfaenol ac atodol sy'n gymwys i'r contract hwnnw, heb eu haddasu.

CHAPTER 5

KEY MATTERS AND ADDITIONAL TERMS OF OCCUPATION CONTRACTS

26 Key matters of all occupation contracts

The following are key matters in relation to all occupation contracts –

- (a) the dwelling,
- (b) the occupation date,
- (c) the amount of rent or other consideration, and
- (d) the rental periods.

27 Further key matters of standard contracts

The following are key matters in relation to standard contracts (in addition to those set out in section 26)–

- (a) whether the contract is periodic or made for a fixed term,
- (b) if it is made for a fixed term, the term for which it is made, and
- (c) if there are periods during which the contract-holder is not entitled to occupy the dwelling as a home, those periods (see sections 121 and 133).

28 Additional terms

- (1) Additional terms of an occupation contract are any express terms of the contract other than –
 - (a) the terms addressing the key matters in relation to the contract,
 - (b) the fundamental terms of the contract, and
 - (c) the supplementary terms of the contract.
- (2) An additional term of an occupation contract which is incompatible with any of the terms mentioned in paragraphs (a) to (c) of subsection (1) has no effect.
- (3) In this Act “additional terms” has the meaning given by subsection (1).

CHAPTER 6

MODEL CONTRACTS

29 Model written statement of contract

- (1) The Welsh Ministers must prescribe model written statements of contracts for such kinds or descriptions of occupation contract as they think fit.
- (2) A model written statement of contract for an occupation contract of a particular kind or description is a written statement (see section 31) which incorporates without modification all the fundamental and supplementary provisions applicable to that contract.

RHAN 3**DARPARIAETHAU SY'N GYMWYS I BOB CONTRACT MEDDIANNAETH****PENNOD 1****TROSOLWG****30 Trosolwg o'r Rhan hon**

Mae'r Rhan hon yn gymwys i bob contract meddiannaeth, ac yn benodol—

- (a) mae'n ei gwneud yn ofynnol i landlordiaid roi datganiad ysgrifenedig sy'n nodi telerau'r contract meddiannaeth i ddeiliaid contract,
- (b) mae'n ymwneud â blaendaliadau a roir i landlordiaid gan ddeiliaid contract, ac yn darparu bod rhaid dal blaendaliadau mewn cynllun blaendal awdurdodedig,
- (c) mae'n gwneud darpariaeth ynghylch contractau meddiannaeth sydd â mwy nag un deiliad contract,
- (d) mae'n rhoi hawl i ddeiliaid contract feddiannu eu cartref heb ymyrraeth gan y landlord,
- (e) mae'n gwahardd ymddygiad gwrthgymdeithasol a mathau penodol eraill o ymddygiad gan ddeiliaid contract a meddianwyr ac ymwelwyr eraill,
- (f) mae'n gwahardd delio â chontract meddiannaeth, ond mae hyn yn ddarostyngedig i eithriadau ynghylch contractau isfeddiannaeth, trosglwyddo contractau ac olynu i gontractau,
- (g) mae'n ymwneud â cheisio cydsyniad landlord a rhoi cydsyniad landlord, ac
- (h) mae'n ymwneud â thâl digolledu y gall deiliaid contract fod â hawl iddo o dan y Ddeddf hon.

PENNOD 2**DARPARU GWYBODAETH***Datganiad ysgrifenedig o'r contract***31 Datganiad ysgrifenedig**

- (1) Rhaid i'r landlord o dan gontract meddiannaeth roi datganiad ysgrifenedig o'r contract i ddeiliad y contract cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r dyddiad meddiannu.
- (2) 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 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.

PART 3

PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

CHAPTER 1

OVERVIEW

30 Overview of this Part

This Part applies to all occupation contracts, and in particular –

- (a) it requires landlords to give contract-holders a written statement setting out the terms of the occupation contract,
- (b) it addresses deposits given to landlords by contract-holders, and provides that deposits must be held in an authorised deposit scheme,
- (c) it makes provision about occupation contracts that have more than one contract-holder,
- (d) it gives contract-holders a right to occupy their home without interference from the landlord,
- (e) it prohibits anti-social behaviour and certain other kinds of conduct by contract-holders and other occupants and visitors,
- (f) it prohibits dealing with an occupation contract, but this is subject to exceptions relating to sub-occupation contracts, transfers of the contract and succession to the contract,
- (g) it addresses seeking and giving landlord's consent, and
- (h) it addresses compensation which contract-holders may be entitled to under this Act.

CHAPTER 2

PROVISION OF INFORMATION

Written statement of contract

31 Written statement

- (1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- (2) 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
 - (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.

- (3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan is-adran (1) neu (2).
- (4) Caiff deiliad y contract ofyn am ddatganiad ysgrifenedig pellach o'r contract unrhyw bryd.
- (5) Caiff y landlord godi ffi resymol am ddarparu datganiad ysgrifenedig pellach.
- (6) Rhaid i'r landlord roi'r datganiad ysgrifenedig pellach i ddeiliad y contract cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau –
 - (a) â'r diwrnod y gwneir y cais, neu
 - (b) os yw'r landlord yn codi ffi, â'r diwrnod y mae deiliad y contract yn talu'r ffi.
- (7) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

32 Yr hyn y mae datganiad ysgrifenedig i'w gynnwys

- (1) Rhaid i ddatganiad ysgrifenedig o gontract meddiannaeth nodi enwau'r partïon i'r contract.
- (2) Rhaid iddo hefyd nodi –
 - (a) telerau'r contract sy'n ymdrin â materion allweddol mewn perthynas â'r contract,
 - (b) telerau sylfaenol y contract,
 - (c) telerau atodol y contract, a
 - (d) unrhyw delerau ychwanegol.
- (3) Rhaid iddo nodi –
 - (a) unrhyw ddarpariaeth sylfaenol sy'n gymwys i'r contract nad yw wedi ei hymgorffori fel un o delerau'r contract oherwydd adran 20(1) neu 21(2), a
 - (b) unrhyw ddarpariaeth atodol sy'n gymwys i'r contract nad yw wedi ei hymgorffori fel un o delerau'r contract oherwydd adran 21(2), 24(1) neu 25(2).
- (4) Rhaid iddo gynnwys gwybodaeth esboniadol am unrhyw faterion a ragnodir.

33 Newidiadau golygyddol

- (1) Caiff y datganiad ysgrifenedig nodi telerau sylfaenol a thelerau atodol y contract meddiannaeth ynghyd â newidiadau golygyddol iddynt.
- (2) Newidiadau i eiriad teler sylfaenol neu deler atodol yw newidiadau golygyddol, nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd; er enghraifft rhoi enwau'r landlord neu ddeiliad y contract yn lle cyfeiriadau at "y landlord", "y landlord o dan gontract meddiannaeth", "deiliad y contract", "deiliad y contract o dan gontract diogel" etc.

34 Methu â darparu datganiad ysgrifenedig etc.

- (1) Os yw'r landlord o dan gontract meddiannaeth wedi methu â chydymffurfio â gofyniad i ddarparu datganiad ysgrifenedig o dan adran 31, caiff deiliad y contract wneud cais i'r llys am ddatganiad llys ynghylch telerau'r contract.

- (3) The landlord may not charge a fee for providing a written statement under subsection (1) or (2).
- (4) The contract-holder may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with—
 - (a) the day of the request, or
 - (b) if the landlord charges a fee, the day on which the contract-holder pays the fee.
- (7) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

32 Contents of written statement

- (1) A written statement of an occupation contract must set out the names of the parties to the contract.
- (2) It must also set out—
 - (a) the terms of the contract addressing key matters in relation to the contract,
 - (b) the fundamental terms of the contract,
 - (c) the supplementary terms of the contract, and
 - (d) any additional terms.
- (3) It must identify—
 - (a) any fundamental provision applicable to the contract which is not incorporated as a term of the contract because of section 20(1) or 21(2), and
 - (b) any supplementary provision applicable to the contract which is not incorporated as a term of the contract because of section 21(2), 24(1) or 25(2).
- (4) It must contain explanatory information about such matters as may be prescribed.

33 Editorial changes

- (1) The written statement may set out the fundamental and supplementary terms of the occupation contract with editorial changes.
- (2) Editorial changes are changes to the wording of a fundamental or supplementary term which do not change the substance of that term in any way; for example, substituting the names of the landlord or contract-holder for references to “the landlord”, “the landlord under an occupation contract”, “the contract-holder”, “the contract-holder under a secure contract” etc.

34 Failure to provide a written statement etc.

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the contract-holder may apply to the court for a declaration as to the terms of the contract.

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

35 Methu â darparu datganiad: digolledu

- (1) Os yw'r landlord o dan gontract meddiannaeth wedi methu â chydymffurfio â gofyniad i ddarparu datganiad ysgrifenedig o dan adran 31, mae'r landlord yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (2) Mae'r tâl digolledu 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 datganiad ysgrifenedig o'r contract i ddeiliad y contract, neu
 - (b) os yw hynny'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.
- (3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi datganiad ysgrifenedig o'r contract 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) Nid yw'r adran hon yn gymwys os gellir priodoli methiant y landlord i gydymffurfio ag adran 31 i weithred neu anwaith ar ran deiliad y contract.
- (6) Y dyddiad perthnasol yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r datganiad ysgrifenedig cyn i'r cyfnod hwnnw ddod i ben.

36 Datganiad ysgrifenedig anghyflawn

- (1) Os yw'r landlord o dan gontract meddiannaeth yn darparu datganiad ysgrifenedig anghyflawn o'r contract, caiff deiliad y contract wneud cais i'r llys am ddatganiad llys ynghylch telerau'r contract.
- (2) Mae datganiad ysgrifenedig yn anghyflawn os nad yw'n cynnwys popeth y mae'n ofynnol iddo ei gynnwys o dan adran 32.
- (3) Ni chaiff deiliad y contract wneud cais i'r llys o dan is-adran (1) cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau –

- (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.

35 Failure to provide statement: compensation

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
 - (a) the day on which the landlord gives the contract-holder a written statement of the contract, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement of the contract 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) This section does not apply if the landlord's failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (6) The relevant date is the first day of the period before the end of which the landlord was required to give the written statement.

36 Incomplete statement

- (1) If the landlord under an occupation contract provides a written statement of the contract that is incomplete, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) A written statement is incomplete if it does not include everything required to be included by section 32.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting –

- (a) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig o dan adran 31(1), â'r dyddiad meddiannu;
 - (b) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig o dan adran 31(2), â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad newydd y contract;
 - (c) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig pellach o dan adran 31(4) i (6), â diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(6).
- (4) Mae is-adran (5) yn gymwys os nad yw'r datganiad ysgrifenedig –
- (a) yn nodi darpariaeth sylfaenol sy'n gymwys i'r contract ac os nad yw'n cynnwys datganiad nad yw'r ddarpariaeth wedi ei hymgorffori oherwydd adran 20(1) neu 21(2), neu
 - (b) yn nodi darpariaeth atodol sy'n gymwys i'r contract ac os nad yw'n cynnwys datganiad nad yw'r ddarpariaeth wedi ei hymgorffori oherwydd adran 21(2), 24(1) neu 25(2).
- (5) Mae'r ddarpariaeth honno i'w thrin fel pe bai wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu oni bai –
- (a) bod adran 21 neu 25 yn gymwys mewn perthynas â hi, neu
 - (b) bod deiliad y contract yn honni nad oedd wedi ei hymgorffori neu'n honni ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi.
- (6) Os yw deiliad y contract yn gwneud honiad o'r fath a grybwyllir yn is-adran (5)(b), rhaid i'r llys ddyfarnu ar yr honiad hwnnw.
- (7) Nid yw is-adran (6) yn gymwys os gellir priodoli hepgor y ddarpariaeth neu'r datganiad ysgrifenedig i weithred neu anwaith ar ran deiliad y contract.
- (8) Caiff y llys –
- (a) cysylltu datganiad ysgrifenedig o'r contract meddiannaeth i'w ddatganiad, neu
 - (b) gorchymyn i'r landlord roi datganiad ysgrifenedig cyflawn o'r contract i ddeiliad y contract.
- (9) Os yw'r llys wedi ei fodloni bod y datganiad ysgrifenedig yn anghyflawn oherwydd diffyg bwriadol ar ran y landlord, caiff orchymyn i'r landlord dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (10) Mae'r tâl digolledu yn daladwy ar gyfer y cyfnod, heb fod yn hwy na dau fis, a bennir gan y llys; a chaiff y llys orchymyn i'r landlord dalu llog ar unrhyw raddfa ac wedi'i gyfrifo mewn unrhyw fodd sy'n briodol yn ei farn.

37 Datganiad anghywir: cais deiliad y contract i'r llys

- (1) Caiff deiliad y contract o dan gontract meddiannaeth wneud cais i'r llys am ddatganiad bod datganiad ysgrifenedig o'r contract –
- (a) yn nodi un neu ragor o delerau'r contract yn anghywir neu'n nodi telor nad oes iddo unrhyw effaith,
 - (b) yn datgan yn anghywir nad yw darpariaeth sylfaenol sy'n gymwys i'r contract wedi ei hymgorffori fel un o delerau'r contract oherwydd adran 20(1) neu 21(2),

- (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
 - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
 - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) Subsection (5) applies if the written statement –
- (a) does not set out a fundamental provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 20(1) or 21(2), or
 - (b) does not set out a supplementary provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 21(2), 24(1) or 25(2).
- (5) That provision is to be treated as incorporated as a term of the contract without modification unless –
- (a) section 21 or 25 applies in relation to it, or
 - (b) the contract-holder claims it was not incorporated or was incorporated with modifications.
- (6) If the contract-holder makes a claim of a kind mentioned in subsection (5)(b) the court must determine that claim.
- (7) Subsection (6) does not apply if the omission of the provision or statement is attributable to an act or omission of the contract-holder.
- (8) The court may –
- (a) attach a written statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a written statement of the contract which is complete.
- (9) If the court is satisfied that the written statement is incomplete because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.
- (10) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

37 **Incorrect statement: contract-holder's application to court**

- (1) The contract-holder under an occupation contract may apply to the court for a declaration that a written statement of the contract –
- (a) sets out a term of the contract incorrectly or sets out a term that is of no effect,
 - (b) incorrectly states that because of section 20(1) or 21(2), a fundamental provision applicable to the contract has not been incorporated as a term of the contract,

- (c) yn datgan yn anghywir nad yw darpariaeth atodol sy'n gymwys i'r contract wedi ei hymgorffori fel un o delerau'r contract oherwydd adran 21(2), 24(1) neu 25(2), neu
 - (d) yn nodi teler nad yw'n un o delerau'r contract.
- (2) Ond nid yw datganiad ysgrifenedig yn anghywir ond am nad yw'n nodi teler a amrywiwyd yn unol â'r contract neu drwy neu o ganlyniad i ddeddfiad, os rhoddwyd –
- (a) datganiad ysgrifenedig o'r teler 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 (4) (amrywio contractau safonol cyfnodol),
- oni bai bod y datganiad wedi ei roi o dan adran 31(2) neu (4) ar ôl i unrhyw amrywiad o'r fath i deler gael effaith.
- (3) Ni chaiff deiliad y contract wneud cais i'r llys o dan is-adran (1) cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau –
- (a) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig o dan adran 31(1), â'r dyddiad meddiannu;
 - (b) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig o dan adran 31(2), â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad newydd y contract;
 - (c) os oedd yn ofynnol i'r landlord roi datganiad ysgrifenedig pellach o dan adran 31(4) i (6), â diwrnod cyntaf y cyfnod a grybwyllir yn adran 31(6).
- (4) Os yw'r llys yn fodlon bod y sail yn is-adran (1)(a), (1)(b) neu (1)(c) wedi ei phrofi, caiff wneud datganiad sy'n nodi'r teler cywir.
- (5) Os yw'r llys yn fodlon bod y sail yn is-adran (1)(d) wedi ei phrofi, caiff wneud datganiad nad yw'r teler yn un o delerau'r contract.
- (6) Caiff y llys –
- (a) cysylltu datganiad ysgrifenedig o'r contract meddiannaeth i'w ddatganiad, neu
 - (b) gorchymyn i'r landlord roi datganiad ysgrifenedig wedi ei gywiro o'r contract i ddeiliad y contract.
- (7) Os yw'r llys yn fodlon bod y datganiad ysgrifenedig yn anghywir fel y disgrifir yn is-adran (1) oherwydd diffyg bwriadol ar ran y landlord, caiff orchymyn i'r landlord dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (8) Mae'r tâl digolledu yn daladwy ar gyfer y cyfnod, heb fod yn hwy na dau fis, a bennir gan y llys; a chaiff y llys orchymyn i'r landlord dalu llog ar unrhyw raddfa ac wedi ei gyfrifo mewn unrhyw fodd sy'n briodol yn ei farn.

38 **Datganiad anghywir: cais landlord i'r llys am ddatganiad bod contract yn gontract safonol**

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract meddiannaeth yn landlord cymunedol, ac os yw wedi rhoi i ddeiliad y contract –
- (a) hysbysiad o dan adran 13 (hysbysiad o gontract safonol), ond

- (c) incorrectly states that because of section 21(2), 24(1) or 25(2) a supplementary provision applicable to the contract has not been incorporated as a term of the contract, or
 - (d) sets out a term that is not a term of the contract.
- (2) 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 (4) (variation of periodic standard contracts),
- unless the statement was given under section 31(2) or (4) after any such variation of a term took effect.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting –
- (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
 - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
 - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) If the court is satisfied that the ground in subsection (1)(a), (1)(b) or (1)(c) is made out, it may make a declaration setting out the correct term.
- (5) If the court is satisfied that the ground in subsection (1)(d) is made out, it may make a declaration that the term is not a term of the contract.
- (6) The court may –
- (a) attach a written statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a corrected written statement of the contract.
- (7) If the court is satisfied that the written statement is incorrect as described in subsection (1) because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.
- (8) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

38 Incorrect statement: landlord’s application to court for declaration that contract is a standard contract

- (1) This section applies if the landlord under an occupation contract is a community landlord and has given the contract-holder –
- (a) a notice under section 13 (notice of standard contract), but

- (b) datganiad ysgrifenedig o'r contract sy'n gyson â contract diogel.
- (2) Caiff y landlord wneud cais i'r llys am ddatganiad bod y contract yn contract safonol.
- (3) Ni chaiff y llys wneud y datganiad os yw'n fodlon mai bwriad y landlord, ar yr adeg y rhoddodd y datganiad ysgrifenedig i ddeiliad y contract, oedd y dylai'r contract fod yn contract diogel.
- (4) Os yw'r llys yn gwneud y datganiad mae pob darpariaeth sylfaenol ac atodol sy'n gymwys i'r contract 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 ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi.
- (5) Os yw deiliad y contract yn gwneud honiad o fath a grybwyllir yn is-adran (4), rhaid i'r llys ddyfarnu ar yr honiad hwnnw.
- (6) Caiff y llys –
 - (a) cysylltu datganiad ysgrifenedig o'r contract meddiannaeth i'w ddatganiad, neu
 - (b) gorchymyn i'r landlord roi datganiad ysgrifenedig wedi ei gywiro o'r contract i ddeiliad y contract.

Y landlord yn darparu gwybodaeth am y landlord

39 Y landlord yn darparu gwybodaeth am y landlord

- (1) Rhaid i'r landlord o dan contract meddiannaeth hysbysu deiliad y contract o gyfeiriad y caiff deiliad y contract anfon dogfennau a fwriedir ar gyfer y landlord iddo, a hynny cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â dyddiad meddiannu'r contract.
- (2) Os yw'r landlord yn newid, rhaid i'r landlord newydd roi hysbysiad i ddeiliad y contract bod y landlord wedi newid a'i hysbysu o gyfeiriad y gall deiliad y contract anfon dogfennau a fwriedir ar gyfer y landlord newydd iddo, a hynny cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn newid.
- (3) 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.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

40 Digolledu am dorri amodau adran 39

- (1) Os yw'r landlord wedi methu â chydymffurfio â rhwymedigaeth o dan adran 39, mae'r landlord yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (2) Mae'r tâl digolledu 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.
- (3) Mae llog yn daladwy ar y tâl digolledu 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.

- (b) a written statement of the contract that is consistent with a secure contract.
- (2) The landlord may apply to the court for a declaration that the contract is a standard contract.
 - (3) The court may not make the declaration if it is satisfied that, at the time the landlord gave the written statement to the contract-holder, it was the intention of the landlord that the contract should be a secure contract.
 - (4) If the court makes the declaration each fundamental and supplementary provision applicable to the contract is incorporated as a term of the contract without modification, unless the contract-holder claims it was not incorporated or was incorporated with modifications.
 - (5) If the contract-holder makes a claim of a kind mentioned in subsection (4), the court must determine that claim.
 - (6) The court may –
 - (a) attach a written statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a corrected written statement of the contract.

Provision by landlord of information about landlord

39 Provision by landlord of information about landlord

- (1) The landlord under an occupation contract must, before the end of the period of 14 days starting with the occupation date of the contract, give the contract-holder notice of an address to which the contract-holder may send documents that are intended for the landlord.
- (2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give the contract-holder notice of the change in identity and of an address to which the contract-holder may send documents that are intended for the new landlord.
- (3) 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.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

40 Compensation for breach of section 39

- (1) If the landlord fails to comply with an obligation under section 39, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is 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.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).

- (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.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

Ffurf hysbysiadau, datganiadau a dogfennau eraill

41 Ffurf hysbysiadau etc.

- (1) Rhaid i unrhyw hysbysiad, datganiad neu ddogfen arall y mae'n ofynnol ei roi neu ei wneud (neu ei rhoi neu ei gwneud) neu yr awdurdodwyd ei roi neu ei wneud (neu ei rhoi neu ei gwneud) gan contract meddiannaeth, fod mewn ysgrifen.
- (2) Mae adrannau 236 a 237 yn gwneud darpariaeth bellach ynghylch ffurf hysbysiadau a dogfennau eraill, ac ynghylch sut i ddanfôn neu roi dogfen y mae'n ofynnol neu yr awdurdodwyd ei rhoi i berson gan y Ddeddf hon neu o'i herwydd.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

PENNOD 3

PRYD Y GELLIR GORFODI CONTRACT

42 Pryd y gellir gorfodi telerau contract meddiannaeth

- (1) Ni ellir gorfodi unrhyw un o delerau contract meddiannaeth yn erbyn deiliad y contract cyn y cynharaf o'r canlynol—
 - (a) y landlord yn rhoi datganiad ysgrifenedig o'r contract o dan adran 31(1) i ddeiliad y contract, a
 - (b) y dyddiad meddiannu.
- (2) 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—
 - (a) y landlord yn rhoi datganiad ysgrifenedig o'r contract o dan adran 31(2) i ddeiliad newydd y contract, a
 - (b) y diwrnod y daw deiliad newydd y contract â'r hawl i feddiannu'r annedd.

PENNOD 4

BLAENDALIADAU A CHYNLLUNIAU BLAENDAL

Sicrwydd

- (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.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

Form of notices, statements and other documents

41 Form of notices etc.

- (1) Any notice, statement or other document required or authorised to be given or made by an occupation contract must be in writing.
- (2) Sections 236 and 237 make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

CHAPTER 3

WHEN CONTRACT BECOMES ENFORCEABLE

42 When terms of occupation contract become enforceable

- (1) No term of an occupation contract is enforceable against the contract-holder before the earlier of—
 - (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), and
 - (b) the occupation date.
- (2) 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—
 - (a) the landlord giving the new contract-holder a written statement of the contract under section 31(2), and
 - (b) the day on which the new contract-holder becomes entitled to occupy the dwelling.

CHAPTER 4

DEPOSITS AND DEPOSIT SCHEMES

Security

43 Ffurf sicrwydd

- (1) Ni chaiff y landlord o dan gontract meddiannaeth ei gwneud yn ofynnol i sicrwydd gael ei roi ar unrhyw ffurf heblaw –
 - (a) arian, neu
 - (b) gwarant.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

44 Ffurf sicrwydd: dwyn achosion gerbron y llys sirol

- (1) Mae'r adran hon yn berthnasol –
 - (a) os yw'r landlord o dan gontract meddiannaeth yn ei gwneud yn ofynnol i sicrwydd gael ei roi ar ffurf nad yw'n cael ei chaniatáu gan adran 43, a
 - (b) os yw sicrwydd yn cael ei roi ar y ffurf honno.
- (2) Caiff deiliad y contract (neu unrhyw berson sydd wedi rhoi'r sicrwydd ar ei ran) wneud cais i'r llys sirol am orchymyn o dan is-adran (3).
- (3) Gorchymyn sy'n ei gwneud yn ofynnol i'r person yr ymddengys ei fod yn dal yr eiddo sy'n ffurfio'r sicrwydd ei ddychwelyd yw gorchymyn o dan yr is-adran hon.

*Cynlluniau blaendal***45 Gofyniad i ddefnyddio cynllun blaendal**

- (1) Os yw deiliad y contract o dan gontract meddiannaeth yn talu blaendal (neu os yw person arall yn talu blaendal ar ei ran), rhaid ymdrin â'r blaendal yn unol â chynllun blaendal awdurdodedig.
- (2) Cyn diwedd y cyfnod o 30 diwrnod sy'n dechrau â'r diwrnod y mae'r blaendal yn cael ei dalu, rhaid i'r landlord –
 - (a) cydymffurfio â gofynion cychwynnol cynllun blaendal awdurdodedig, a
 - (b) rhoi'r wybodaeth ofynnol i ddeiliaid y contract (ac i unrhyw berson sydd wedi talu'r blaendal ar ei ran).
- (3) Y cyfryw wybodaeth a gaiff ei rhagnodi yw'r wybodaeth ofynnol, sy'n ymwneud ag –
 - (a) y cynllun blaendal awdurdodedig sy'n gymwys,
 - (b) cydymffurfiaeth y landlord â gofynion cychwynnol y cynllun, ac
 - (c) gweithrediad y Bennod hon, gan gynnwys hawliau deiliad y contract (a hawliau unrhyw berson sydd wedi talu'r blaendal ar ei ran) mewn perthynas â'r blaendal.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth; mae adran 20 yn darparu –
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

43 Form of security

- (1) The landlord under an occupation contract may not require security to be given in any form other than—
 - (a) money, or
 - (b) a guarantee.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

44 Form of security: county court proceedings

- (1) This section applies if—
 - (a) the landlord under an occupation contract requires security to be given in a form which is not permitted by section 43, and
 - (b) security is given in that form.
- (2) The contract-holder (or any person who has given the security on his or her behalf) may apply to the county court for an order under subsection (3).
- (3) An order under this subsection is an order requiring the person who appears to be holding the property constituting the security to return it.

*Deposit schemes***45 Requirement to use deposit scheme**

- (1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—
 - (a) comply with the initial requirements of an authorised deposit scheme, and
 - (b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.
- (3) The required information is such information as may be prescribed relating to—
 - (a) the authorised deposit scheme which applies,
 - (b) the landlord's compliance with the initial requirements of the scheme, and
 - (c) the operation of this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

46 Cynlluniau blaendal: darpariaeth bellach

- (1) Mae Atodlen 5 yn cynnwys darpariaeth bellach ynghylch cynlluniau blaendal.
- (2) Mae adrannau 177 a 198 yn gwneud darpariaeth yn ymwneud â chontractau safonol cyfnodol a chontractau safonol cyfnod penodol sy'n cynnwys cymal terfynu'r landlord, sy'n atal landlord rhag rhoi hysbysiad sy'n ei gwneud yn ofynnol i ddeiliad contract ildio meddiant os nad yw'r landlord wedi cydymffurfio â gofynion penodol yn ymwneud â thalu sicrwydd neu'n ymwneud â chynlluniau blaendal.

47 Cynlluniau blaendal: dehongli

- (1) Yn y Ddeddf hon—
 - ystyr "blaendal" ("*deposit*") yw arian sy'n cael ei dalu fel sicrwydd;
 - ystyr "cynllun blaendal awdurdodedig" ("*authorised deposit scheme*") yw cynllun blaendal sydd mewn grym yn unol â threfniadau o dan baragraff 1 o Atodlen 5 (ac mae i "cynllun blaendal" ("*deposit scheme*") yr ystyr a roddir gan is-baragraff (2) o'r paragraff hwnnw);
 - ystyr "gofynion cychwynnol" ("*initial requirements*"), mewn perthynas â chynllun blaendal awdurdodedig, yw gofynion y cynllun y mae'n rhaid i'r landlord gydymffurfio â hwy pan delir blaendal;
 - ystyr "sicrwydd" ("*security*") yw sicrwydd ar gyfer cyflawni rhwymedigaethau deiliad y contract a chyflawni atebolrwydd deiliad y contract.
- (2) Yn y Ddeddf hon, mae cyfeiriadau at flaendal, mewn perthynas ag adeg ar ôl i flaendal gael ei dalu, yn gyfeiriadau at swm sy'n cynrychioli'r blaendal.

PENNOD 5**CYD-DDEILIAID CONTRACT A CHYD-LANLORDIAID***Cyd-ddeiliaid contract***48 Cyd-ddeiliaid contract: cyd-atebolrwydd etc.**

- (1) Os oes dau neu ragor o gyd-ddeiliaid contract o dan gontract meddiannaeth, mae pob cyd-ddeiliad contract yn llwyr atebol i'r landlord am gyflawni pob rhwymedigaeth sy'n ddyledus i'r landlord o dan y contract.
- (2) Mae cyfeiriadau yn y Ddeddf hon at ddeiliad y contract, ac eithrio pan ddarperir fel arall, yn gyfeiriadau at gyd-ddeiliaid y contract.
- (3) Mae is-adran (2) yn gymwys hyd yn oed os yw'r contract meddiannaeth yn denantiaeth a'r ystad lesddaliol wedi ei breinio yn un neu ragor, ond nid ym mhob un, o gyd-ddeiliaid y contract.

49 Ychwanegu cyd-ddeiliad contract

- (1) Caiff deiliad y contract o dan gontract meddiannaeth a pherson arall, gyda chaniatâd y landlord, wneud y person arall hwnnw yn gyd-ddeiliad contract o dan y contract.

46 Deposit schemes: further provision

- (1) Schedule 5 contains further provision about deposit schemes.
- (2) Sections 177 and 198 make provision relating to periodic standard contracts and fixed term standard contracts with a landlord's break clause, preventing a landlord from giving a notice requiring a contract-holder to give up possession if the landlord has not complied with certain requirements relating to the payment of security or to deposit schemes.

47 Deposit schemes: interpretation

- (1) In this Act—
 - “authorised deposit scheme” (“*cynllun blaendal awdurdodedig*”) means a deposit scheme in force in accordance with arrangements under paragraph 1 of Schedule 5 (and “deposit scheme” (“*cynllun blaendal*”) has the meaning given in subparagraph (2) of that paragraph);
 - “deposit” (“*blaendal*”) means money paid as security;
 - “initial requirements” (“*gofynion cychwynnol*”), in relation to an authorised deposit scheme, means the requirements of the scheme which must be complied with by the landlord when a deposit is paid;
 - “security” (“*sicrwydd*”) means security for the performance of the contract-holder's obligations and the discharge of the contract-holder's liabilities.
- (2) In this Act references to a deposit, in relation to a time after a deposit has been paid, are to a sum representing the deposit.

CHAPTER 5**JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS***Joint contract-holders***48 Joint contract-holders: joint liability etc.**

- (1) If there are two or more joint contract-holders under an occupation contract, each joint contract-holder is fully liable to the landlord for the performance of every obligation owed to the landlord under the contract.
- (2) References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.
- (3) Subsection (2) applies even if the occupation contract is a tenancy and the leasehold estate is vested in one or more, but not all, of the joint contract-holders.

49 Adding a joint contract-holder

- (1) The contract-holder under an occupation contract and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.

- (2) Os gwneir person yn gyd-ddeiliad contract o dan yr adran hon bydd ganddo'r hawl i'r holl hawliau, a bydd yn ddarostyngedig i holl rwymedigaethau deiliad contract o dan y contract o'r diwrnod y daw'n gyd-ddeiliad contract.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

50 Ychwanegu cyd-ddeiliad contract: cydsyniad landlord

Pan fo landlord yn gwrthod cydsynio i ychwanegu cyd-ddeiliad contract o dan adran 49, neu'n cydsynio yn ddarostyngedig i amodau, mae'r hyn sy'n rhesymol at ddibenion adran 84 (cydsyniad landlord) i'w benderfynu gan roi sylw i Atodlen 6.

51 Ychwanegu cyd-ddeiliad contract: materion ffurfiol

- (1) Ni ellir ychwanegu cyd-ddeiliad contract o dan gontract meddiannaeth ond drwy ddogfen wedi ei llofnodi neu ei chyflawni gan bob un o'r partion i'r trafodiad.
- (2) Os yw'r contract yn ei gwneud yn ofynnol cael cydsyniad y landlord i'r ychwanegiad, rhaid i'r landlord lofnodi neu gyflawni'r ddogfen hefyd.
- (3) Ond nid yw is-adran (2) yn gymwys os yw'r landlord yn cael ei drin fel pe bai wedi cydsynio o dan adran 84(6), (8) neu (10).

Cyd-ddeiliaid contract: goroesi

52 Cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth

- (1) Os yw cyd-ddeiliad contract o dan gontract meddiannaeth yn marw, neu'n peidio â bod yn barti i'r contract am ryw reswm arall, o'r adeg y mae'n peidio â bod yn barti –
 - (a) mae gan weddill cyd-ddeiliaid y contract hawl lwyr i'r holl hawliau o dan y contract, a
 - (b) mae gweddill cyd-ddeiliaid y contract yn llwyr atebol am gyflawni pob rhwymedigaeth sy'n ddyledus i'r landlord o dan y contract.
- (2) Nid oes hawl gan gyd-ddeiliad y contract i unrhyw hawl ac nid yw'n atebol am unrhyw rwymedigaeth o ran y cyfnod ar ôl iddo beidio â bod yn barti i'r contract.
- (3) Nid oes dim yn is-adran (1) na (2) yn dileu unrhyw hawl nac yn ildio unrhyw atebolrwydd ar ran cyd-ddeiliad y contract sy'n cronni cyn iddo beidio â bod yn barti i'r contract.
- (4) Nid yw'r adran hon yn gymwys pan fo cyd-ddeiliad contract yn peidio â bod yn barti i'r contract am fod ei hawliau a'i rwymedigaethau o dan y contract yn cael eu trosglwyddo yn unol â'r contract.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth; mae adran 20 yn darparu –
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

- (2) If a person is made a joint contract-holder under this section he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she becomes a joint contract-holder.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

50 Adding a joint contract-holder: landlord's consent

Where a landlord refuses consent or consents subject to conditions to adding a joint contract-holder under section 49, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

51 Adding a joint contract-holder: formalities

- (1) The addition of a joint contract-holder under an occupation contract may be effected only by a document signed or executed by each of the parties to the transaction.
- (2) If the contract requires the landlord's consent to the addition, the document must also be signed or executed by the landlord.
- (3) But subsection (2) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).

Joint contract-holders: survivorship

52 Joint contract-holder ceasing to be a party to the occupation contract

- (1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are –
 - (a) fully entitled to all the rights under the contract, and
 - (b) liable to perform fully every obligation owed to the landlord under the contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (3) Nothing in subsection (1) or (2) removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- (4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

*Cyd-landlordiaid***53 Cyd-landlordiaid**

- (1) Mae'r adran hon yn gymwys os yw dau berson ar y cyd, neu ragor, yn landlord o dan gontract meddiannaeth.
- (2) Mae pob un ohonynt yn llwyr atebol i ddeiliaid y contract am gyflawni pob rhwymedigaeth sy'n ddyledus i ddeiliad y contract o dan y contract.
- (3) Mae cyfeiriadau yn y Ddeddf hon at y landlord yn gyfeiriadau at y personau sydd, ar y cyd, yn landlord.

PENNOD 6**YR HAWL I FEDDIANNU HEB YMYRRAETH****54 Yr hawl i feddiannu heb ymyrraeth gan y landlord**

- (1) Ni chaiff y landlord o dan gontract meddiannaeth, drwy unrhyw weithred neu anwaith, ymyrryd â hawl deiliad y contract i feddiannu'r annedd.
- (2) Nid yw'r landlord yn ymyrryd â hawl deiliad y contract i feddiannu'r annedd drwy arfer hawliau'r landlord o dan y contract yn rhesymol.
- (3) Nid yw'r landlord yn ymyrryd â hawl deiliad y contract i feddiannu'r annedd oherwydd methiant i gydymffurfio â rhwymedigaethau atgyweirio (o fewn ystyr adran 100(2)).
- (4) Mae'r landlord i'w drin fel pe bai wedi ymyrryd â hawl deiliad y contract os yw person –
 - (a) sy'n gweithredu ar ran y landlord, neu
 - (b) sydd â buddiant yn yr annedd, neu ran ohoni, sy'n rhagori ar fuddiant y landlord, yn ymyrryd â hawl deiliad y contract drwy unrhyw weithred neu anwaith cyfreithlon.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

PENNOD 7**YMDDYGIAD GWRTHGYMDEITHASOL AC YMDDYGIAD GWAHARDDDEDIG ARALL****55 Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall**

- (1) Rhaid i ddeiliad y contract o dan gontract meddiannaeth beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sydd â hawl (o ba bynnag ddisgrifiad) –
 - (a) i fyw yn yr annedd sy'n ddarostyngedig i'r contract meddiannaeth, neu
 - (b) i fyw mewn annedd neu lety arall yng nghyffiniau'r annedd sy'n ddarostyngedig i'r contract meddiannaeth.

*Joint landlords***53 Joint landlords**

- (1) This section applies if two or more persons jointly constitute the landlord under an occupation contract.
- (2) Each of them is fully liable to the contract-holder for the performance of every obligation owed to the contract-holder under the contract.
- (3) References in this Act to the landlord are to the persons who jointly constitute the landlord.

CHAPTER 6**RIGHT TO OCCUPY WITHOUT INTERFERENCE****54 Right to occupy without interference from landlord**

- (1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.
- (2) The landlord does not interfere with the contract-holder's right to occupy the dwelling by reasonably exercising the landlord's rights under the contract.
- (3) The landlord does not interfere with the contract-holder's right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2)).
- (4) The landlord is to be treated as having interfered with the contract-holder's right if a person who –
 - (a) acts on behalf of the landlord, or
 - (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,interferes with the contract-holder's right by any lawful act or omission.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

CHAPTER 7**ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT****55 Anti-social behaviour and other prohibited conduct**

- (1) The contract-holder under an occupation contract must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) –
 - (a) to live in the dwelling subject to the occupation contract, or
 - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.

- (2) Rhaid i ddeiliad y contract beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sy'n cymryd rhan mewn gweithgarwch cyfreithlon—
- (a) yn yr annedd sy'n ddarostyngedig i'r contract meddiannaeth, neu
 - (b) yng nghyffiniau'r annedd honno.
- (3) Rhaid i ddeiliad y contract beidio ag ymddwyn na bygwth ymddwyn mewn modd—
- (a) a allai beri niwsans neu annifyrrwch—
 - (i) i'r landlord o dan y contract meddiannaeth, neu
 - (ii) i berson (boed wedi ei gyflogi gan y landlord ai peidio) sy'n gweithredu mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, a
 - (b) sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â swyddogaethau'r landlord o ran rheoli tai, neu'n effeithio arnynt.
- (4) Ni chaiff deiliad y contract ddefnyddio na bygwth defnyddio'r annedd sy'n ddarostyngedig i'r contract meddiannaeth, gan gynnwys unrhyw rannau cyffredin ac unrhyw ran arall o adeilad sy'n ffurfio'r annedd, at ddibenion troseddol.
- (5) Rhaid i ddeiliad y contract beidio, drwy unrhyw weithred neu anwaith—
- (a) caniatáu, cymell nac annog unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, i ymddwyn fel y crybwyllir yn is-adrannau (1) i (3), na
 - (b) caniatáu, cymell nac annog unrhyw berson i ymddwyn fel y crybwyllir yn is-adran (4).
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth; mae adran 20 yn darparu—
- (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

56 Y pŵer i ddiwygio adran 55

Caiff Gweinidogion Cymru ddiwygio adran 55 drwy reoliadau.

PENNOD 8

DELIO

Hawliau i ddelio â chontract meddiannaeth

57 Dulliau o ddelio a ganiateir

- (1) Ni chaiff deiliad y contract o dan gontract meddiannaeth ddelio â'r contract meddiannaeth, yr annedd nac unrhyw ran o'r annedd ac eithrio—
- (a) mewn ffordd a ganiateir gan y contract, neu
 - (b) yn unol â gorchymyn eiddo teuluol (gweler adran 251).
- (2) Ni chaiff cyd-ddeiliad contract ddelio â'i hawliau a'i rwymedigaethau o dan y contract meddiannaeth (nac â'r contract meddiannaeth, yr annedd nac unrhyw ran o'r annedd), ac eithrio—

- (2) The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity –
 - (a) in the dwelling subject to the occupation contract, or
 - (b) in the locality of that dwelling.
- (3) The contract-holder must not engage or threaten to engage in conduct –
 - (a) capable of causing nuisance or annoyance to –
 - (i) the landlord under the occupation contract, or
 - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord’s housing management functions, and
 - (b) that is directly or indirectly related to or affects the landlord’s housing management functions.
- (4) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) The contract-holder must not, by any act or omission –
 - (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subsections (1) to (3), or
 - (b) allow, incite or encourage any person to act as mentioned in subsection (4).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

56 Power to amend section 55

The Welsh Ministers may by regulations amend section 55.

CHAPTER 8

DEALING

Rights to deal with occupation contract

57 Permissible forms of dealing

- (1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except –
 - (a) in a way permitted by the contract, or
 - (b) in accordance with a family property order (see section 251).
- (2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except –

- (a) mewn ffordd a ganiateir gan y contract, neu
 - (b) yn unol â gorchymyn eiddo teuluol.
- (3) Os yw deiliad y contract yn gwneud unrhyw beth sy'n torri is-adran (1), neu os yw cyd-ddeiliad contract yn gwneud unrhyw beth sy'n torri is-adran (2) –
- (a) nid yw'r trafodiad yn rhwymo'r landlord, a
 - (b) mae deiliad y contract neu gyd-ddeiliad y contract yn torri'r contract (er nad yw'r trafodiad yn rhwymo'r landlord).
- (4) Mae "delio" yn cynnwys –
- (a) creu tenantiaeth, neu greu trwydded sy'n rhoi'r hawl i feddiannu'r annedd;
 - (b) trosglwyddo;
 - (c) morgeisio neu arwystlo mewn ffordd arall.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

58 Delio, a chydysniad y landlord

- (1) Pan na fo teler mewn contract meddiannaeth yn caniatáu i ddeiliad y contract neu gyd-ddeiliad y contract ddelio ag unrhyw beth a grybwyllir yn adran 57(1) neu (2) oni chafwyd cydsyniad y landlord, mae'r hyn sy'n rhesymol at ddibenion adran 84 (cydsyniad landlord) i'w benderfynu gan roi sylw i Atodlen 6.
- (2) Nid yw adran 19(1) o Ddeddf Landlord a Tenant 1927 (p. 36) (effaith cyfamodau i beidio ag aseinio etc. heb gydsyniad) yn gymwys i denantiaeth sy'n gontract meddiannaeth.

Contractau isfeddiannaeth

59 Contractau isfeddiannaeth: dehongli

- (1) Mae'r adran hon yn gymwys at ddibenion dehongli'r Ddeddf hon.
- (2) Mae "contract isfeddiannaeth" yn gontract meddiannaeth –
- (a) a wneir gyda landlord sy'n ddeiliad y contract o dan gontract meddiannaeth, a
 - (b) sy'n ymwneud â'r annedd i gyd neu ran o'r annedd y mae'r contract hwnnw yn berthnasol iddi.
- (3) Ystyr "isddeiliad" yw deiliad y contract o dan y contract isfeddiannaeth.
- (4) Ystyr "prif landlord" yw'r landlord o dan y prif gontract.

60 Nid yw contract isfeddiannaeth byth yn cael effaith fel trosglwyddiad

- (1) Mae'r adran hon yn gymwys os yw deiliad y contract o dan gontract meddiannaeth ("y prif gontract") yn gwneud contract isfeddiannaeth, a bod cyfnod y contract isfeddiannaeth yn dod i ben ar yr un pryd â chyfnod y prif gontract.
- (2) Mae'r contract isfeddiannaeth yn cael effaith fel contract isfeddiannaeth (ac nid fel trosglwyddiad i'r isddeiliad).

- (a) in a way permitted by the contract, or
- (b) in accordance with a family property order.
- (3) If the contract-holder does anything in breach of subsection (1), or a joint contract-holder does anything in breach of subsection (2) –
 - (a) the transaction is not binding on the landlord, and
 - (b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord).
- (4) “Dealing” includes –
 - (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
 - (b) transferring;
 - (c) mortgaging or otherwise charging.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

58 Dealing and landlord’s consent

- (1) Where a term of an occupation contract permits the contract-holder or a joint contract-holder to deal with anything mentioned in section 57(1) or (2) only with the landlord’s consent, what is reasonable for the purposes of section 84 (landlord’s consent) is to be determined having regard to Schedule 6.
- (2) Section 19(1) of the Landlord and Tenant Act 1927 (c. 36) (effect of covenants not to assign etc. without consent) does not apply to a tenancy which is an occupation contract.

Sub-occupation contracts

59 Sub-occupation contracts: interpretation

- (1) This section applies for the purposes of interpreting this Act.
- (2) A “sub-occupation contract” is an occupation contract –
 - (a) made with a landlord who is the contract-holder under an occupation contract, and
 - (b) which relates to all or part of the dwelling to which that contract relates.
- (3) “Sub-holder” means the contract-holder under the sub-occupation contract.
- (4) “Head landlord” means the landlord under the head contract.

60 Sub-occupation contract never takes effect as transfer

- (1) This section applies if the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract, and the term of the sub-occupation contract ends at the same time as the term of the head contract.
- (2) The sub-occupation contract takes effect as a sub-occupation contract (and not as a transfer to the sub-holder).

61 Methiant i gydymffurfio ag amodau a osodir gan y prif landlord

- (1) Mae'r adran hon yn gymwys os yw contract meddiannaeth ("y prif gontract") yn caniatáu i ddeiliad y contract ymrwymo i gontract isfeddiannaeth gyda chydysyniad y prif landlord.
- (2) Os yw'r prif landlord yn cydsynio yn 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.
- (3) 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 ymwrthodol o'r contract isfeddiannaeth (gweler adran 154).
- (4) Os yw'r prif landlord yn cydsynio yn ddarostyngedig i amodau ac yr ymrwymir i gontract isfeddiannaeth—
 - (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
 - (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)—
 - (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 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.
- (5) Nid yw contract isfeddiannaeth wedi ei wneud yn unol â'r prif gontract ond oherwydd—
 - (a) bod y prif landlord yn cydsynio yn ddarostyngedig i amodau, a
 - (b) na chydymffurfir â'r amodau.
- (6) Mewn achos o'r fath caiff y prif landlord ddewis trin y contract isfeddiannaeth fel contract safonol cyfnodol sydd â'r nodweddion a ganlyn—
 - (a) mae'r holl ddarpariaethau sylfaenol ac atodol sy'n gymwys i gontract safonol cyfnodol wedi eu hymgorffori heb eu haddasu,
 - (b) nid oes effaith i unrhyw delerau yn y contract diogel neu'r contract safonol cyfnod penodol sy'n anghydnaws â'r darpariaethau sylfaenol neu atodol hynny, ac
 - (c) fel arall, mae telerau'r contract safonol cyfnodol yr un fath â thelerau'r contract diogel neu'r contract safonol cyfnod penodol.
- (7) Os yw'r prif landlord yn dewis ei drin fel contract safonol cyfnodol o dan is-adran (6), rhaid i'r prif landlord hysbysu deiliad y contract a'r isdeiliad am y dewis hwnnw.

61 Failure to comply with conditions imposed by head landlord

- (1) This section applies if an occupation contract (“the head contract”) permits the contract-holder to enter into a sub-occupation contract with the consent of the head landlord.
- (2) If the head landlord consents subject to conditions (see section 84), before entering into a sub-occupation contract with a person the contract-holder must notify that person of those conditions.
- (3) 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).
- (4) If the head landlord consents subject to conditions and a sub-occupation contract is entered into—
 - (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
 - (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)—
 - (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,
 - (ii) that the head landlord is entitled to be a party to proceedings on the application, and
 - (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.
- (5) A sub-occupation contract is not made otherwise than in accordance with the head contract only because—
 - (a) the head landlord consents subject to conditions, and
 - (b) the conditions are not complied with.
- (6) In such a case the head landlord may choose to treat the sub-occupation contract as a periodic standard contract having the following characteristics—
 - (a) all the fundamental and supplementary provisions applicable to a periodic standard contract are incorporated without modification,
 - (b) any terms of the secure contract or fixed term standard contract which are incompatible with those fundamental or supplementary provisions have no effect, and
 - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract or fixed term standard contract.
- (7) If the head landlord chooses to treat it as a periodic standard contract under subsection (6), the head landlord must notify the contract-holder and the sub-holder of that choice.

- (8) 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 (7).
- (9) Os yw'r prif landlord yn rhoi hysbysiad yn unol ag is-adrannau (7) a (8), mae'r contract i'w drin fel contract safonol cyfnodol sydd â'r nodweddion a grybwyllir yn is-adran (6) o ran unrhyw gwestiwn sy'n codi rhwng yr isddeiliad ac unrhyw berson heblaw deiliad y contract.

62 Y prif contract yn dod i ben

- (1) Mae'r adran hon yn gymwys (yn ddarostyngedig i is-adran (6))—
 - (a) os yw deiliad y contract o dan gontract meddiannaeth (“y prif gontract”) yn ymrwymo i gontract isfeddiannaeth yn unol â'r prif gontract, a
 - (b) os yw'r prif gontract yn dod i ben ar ôl dyddiad meddiannu'r prif gontract.
- (2) Os yw'r contract isfeddiannaeth yn dal i fodoli yn union cyn i'r prif gontract ddod i ben—
 - (a) mae'r contract isfeddiannaeth yn parhau (fel contract meddiannaeth nad yw'n gontract isfeddiannaeth), a
 - (b) mae hawliau a rhwymedigaethau deiliad y contract fel landlord o dan y contract isfeddiannaeth yn cael eu trosglwyddo i'r prif landlord.
- (3) Os yw'r isddeiliad yn gofyn i'r prif landlord am ddatganiad ysgrifenedig pellach o'r contract o dan adran 31(4), (ac nad yw is-adran (5) o'r adran hon yn gymwys), mae'r cyfeiriadau at ddeiliad y contract yn adrannau 34(4) a 35(5) (methiant i ddarparu datganiad) yn cynnwys y person a oedd yn ddeiliad y contract o dan y prif gontract.
- (4) Mae is-adran (5) yn gymwys pan fo—
 - (a) prif landlord wedi rhoi hysbysiad yn unol ag adran 61(7) a (8), mewn perthynas â chontract, a
 - (b) y contract yn parhau oherwydd is-adran (2)(a) o'r adran hon.
- (5) Pan fo'r is-adran hon yn gymwys, at ddibenion adran 31(1) (datganiad ysgrifenedig o'r contract) mae dyddiad meddiannu'r contract i'w drin—
 - (a) os rhoddir yr hysbysiad a grybwyllir yn adran 61(7) 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.
- (6) Nid yw'r adran hon yn gymwys os yw'r prif gontract yn gontract safonol cyfnod penodol sy'n dod i ben ar ddiwedd y cyfnod penodol.

63 Y prif contract yn dod i ben: darpariaeth bellach

- (1) Nid oes dim yn adran 62 yn effeithio ar unrhyw hawl sydd gan y prif landlord o dan adran 61(6) (y pŵer i drin contract isfeddiannaeth fel contract safonol cyfnodol).
- (2) Nid oes dim yn adran 62 yn gwneud y prif landlord yn atebol i'r isddeiliad mewn perthynas ag unrhyw dor contract isfeddiannaeth a gyflawnwyd gan ddeiliad y contract.

- (8) The head landlord may only give notice under subsection (7) 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.
- (9) If the head landlord gives notice in accordance with subsections (7) and (8), the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (6) in any question arising between the sub-holder and any person other than the contract-holder.

62 End of head contract

- (1) This section applies (subject to subsection (6)) if –
 - (a) the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
 - (b) the head contract ends after the head contract’s occupation date.
- (2) If the sub-occupation contract subsists immediately before the head contract ends –
 - (a) the sub-occupation contract continues (as an occupation contract which is not a sub-occupation contract), and
 - (b) the contract-holder’s rights and obligations as landlord under the sub-occupation contract are transferred to the head landlord.
- (3) If the sub-holder asks the head landlord for a further written statement of the contract under section 31(4) (and subsection (5) of this section does not apply), the references to the contract-holder in sections 34(4) and 35(5) (failure to provide statement) include the person who was the contract-holder under the head contract.
- (4) Subsection (5) applies where –
 - (a) a head landlord has given notice in accordance with section 61(7) and (8) in relation to a contract, and
 - (b) the contract continues because of subsection (2)(a) of this section.
- (5) Where this subsection applies, for the purposes of section 31(1) (written statement of contract) the occupation date of the contract is to be treated –
 - (a) if the notice mentioned in section 61(7) 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.
- (6) This section does not apply if the head contract is a fixed term standard contract which ends at the end of the fixed term.

63 End of head contract: further provision

- (1) Nothing in section 62 affects any right of the head landlord under section 61(6) (power to treat sub-occupation contract as periodic standard contract).
- (2) Nothing in section 62 makes the head landlord liable to the sub-holder in respect of any breach of the sub-occupation contract committed by the contract-holder.

- (3) Nid oes dim yn adran 62 yn gwneud yr isddeiliad yn atebol i'r prif landlord mewn perthynas ag unrhyw dor contract isfeddiannaeth gan yr isddeiliad a ddigwyddodd cyn i'r prif gontract ddod i ben.
- (4) Ond gall y prif landlord fod yn atebol i'r isddeiliad, neu'r isddeiliad i'r prif landlord, i'r graddau y mae unrhyw dor contract isfeddiannaeth yn parhau ar ôl i'r prif gontract ddod i ben.
- (5) Nid yw is-adrannau (3) a (4) yn effeithio ar unrhyw bŵer y mae'r contract isfeddiannaeth yn ei roi i'r prif landlord.

64 Hawliad meddiant yn erbyn deiliad y contract pan fo isddeiliad

- (1) Mae'r adran hon yn gymwys –
 - (a) os yw deiliad y contract ("D") o dan gontract meddiannaeth ("y prif gontract") yn ymrwymo i gontract isfeddiannaeth yn unol â'r prif gontract, a
 - (b) os yw landlord D, ar ôl i'r contract isfeddiannaeth gael ei wneud, yn rhoi hysbysiad adennill meddiant i D, neu hysbysiad arall yn hysbysu D bod rhaid iddo ildio meddiant.
- (2) Ar yr un pryd ag y mae'n rhoi hysbysiad a grybwyllir yn is-adran (1)(b) i D, rhaid i landlord D roi hysbysiad i'r isddeiliad –
 - (a) sy'n datgan ei fod yn bwriadu gwneud hawliad meddiant yn erbyn D, a
 - (b) sy'n pennu'r sail ar gyfer gwneud yr hawliad.

65 Gorchymyn adennill meddiant estynedig yn erbyn isddeiliad

- (1) Mae'r adran hon yn gymwys –
 - (a) os yw deiliad y contract ("D") o dan gontract meddiannaeth ("y prif gontract") yn ymrwymo i gontract isfeddiannaeth yn unol â'r prif gontract, a
 - (b) os yw landlord D yn gwneud hawliad meddiant yn erbyn D ar ôl i'r contract isfeddiannaeth gael ei wneud.
- (2) Yn yr achos ar yr hawliad yn erbyn D, caiff landlord D wneud cais am orchymyn adennill meddiant yn erbyn yr isddeiliad ("I") ("gorchymyn adennill meddiant estynedig"); ond ni chaniateir gwneud cais o dan yr is-adran hon oni bai bod –
 - (a) y gofynion a ddynodir yn is-adran (3) wedi eu bodloni, neu
 - (b) y llys o'r farn ei bod yn rhesymol hepgor y gofynion hynny.
- (3) Mae'r gofynion fel a ganlyn –
 - (a) rhaid i landlord D fod wedi rhoi copi o'r hysbysiad a grybwyllir yn is-adran (1)(b) o adran 64 i I yn unol ag is-adran (2) o'r adran honno, a
 - (b) ar yr un pryd, rhaid i landlord D fod wedi rhoi hysbysiad i I –
 - (i) o fwriad landlord D i wneud cais am orchymyn adennill meddiant estynedig yn yr achos ar yr hawliad yn erbyn D, a
 - (ii) o hawl I i fod yn barti i'r achos ar yr hawliad yn erbyn D.

- (3) Nothing in section 62 makes the sub-holder liable to the head landlord in respect of any breach by the sub-holder of the sub-occupation contract that occurred before the head contract ended.
- (4) But the head landlord may be liable to the sub-holder, or the sub-holder to the head landlord, to the extent that any breach of the sub-occupation contract continues after the head contract ends.
- (5) Subsections (3) and (4) do not affect any power conferred on the head landlord by the sub-occupation contract.

64 Possession claim against contract-holder where there is a sub-holder

- (1) This section applies if –
 - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
 - (b) after the sub-occupation contract is entered into, C’s landlord gives C a possession notice, or other notice informing C that he or she must give up possession.
- (2) At the same time as giving a notice mentioned in subsection (1)(b) to C, C’s landlord must give the sub-holder a notice –
 - (a) stating that C’s landlord intends to make a possession claim against C, and
 - (b) specifying the ground on which the claim will be made.

65 Extended possession order against sub-holder

- (1) This section applies if –
 - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
 - (b) after the sub-occupation contract is entered into, C’s landlord makes a possession claim against C.
- (2) In the proceedings on the claim against C, C’s landlord may apply for an order for possession against the sub-holder (“S”) (an “extended possession order”); but an application under this subsection may be made only if –
 - (a) the requirements set out in subsection (3) have been met, or
 - (b) the court considers it reasonable to dispense with those requirements.
- (3) The requirements are as follows –
 - (a) C’s landlord must have given S a copy of the notice mentioned in subsection (1)(b) of section 64 in accordance with subsection (2) of that section, and
 - (b) at the same time, C’s landlord must have given S notice –
 - (i) of C’s landlord’s intention to apply for an extended possession order in the proceedings on the claim against C, and
 - (ii) of S’s right to be a party to proceedings on the possession claim against C.

- (4) Pan ganiateir i landlord D wneud cais am orchymyn adennill meddiant estynedig yn erbyn I, mae gan I hawl i fod yn barti i'r achos ar yr hawliad meddiant yn erbyn D (ni waeth pa un a yw landlord D yn gwneud cais am orchymyn adennill meddiant estynedig yn yr achos ai peidio).
- (5) Ni chaiff y llys ystyried cais landlord D am orchymyn adennill meddiant estynedig onid yw wedi penderfynu gwneud gorchymyn adennill meddiant yn erbyn D.
- (6) Ni chaiff y llys wneud gorchymyn adennill meddiant estynedig yn erbyn I oni bai y byddai'r llys, pe byddai D wedi gwneud hawliad meddiant yn erbyn I, wedi gwneud gorchymyn adennill meddiant yn erbyn I.

66 Gwahardd deiliad y contract ar ôl cefnu ar gontractau

- (1) Mae'r adran hon yn gymwys—
 - (a) os yw deiliad contract ("D") o dan gontract meddiannaeth ("y prif gontract") yn ymrwymo i gontract isfeddiannaeth yn unol â'r prif gontract, a
 - (b) bod yr isdeiliad ("I") yn credu nad yw D mwyach yn ystyried ei fod yn barti i'r prif gontract a'r contract isfeddiannaeth.
- (2) Caiff I weithredu i ddod â'r prif gontract i ben yn unol â'r adran hon.
- (3) Rhaid i I roi hysbysiad i D—
 - (a) yn datgan bod I yn credu nad yw D mwyach yn ystyried ei fod yn barti i'r prif gontract a'r contract isfeddiannaeth,
 - (b) yn ei gwneud yn ofynnol i D hysbysu I mewn ysgrifen cyn diwedd y cyfnod rhybuddio os yw'n ystyried ei fod yn barti i un o'r contractau hynny, neu i'r ddau ohonynt, ac
 - (c) yn hysbysu D y caniateir i'r prif gontract gael ei derfynu ar ôl y cyfnod rhybuddio ac y caniateir i'w hawliau a'i rwymedigaethau o dan y contract isfeddiannaeth gael eu trosglwyddo i landlord D.
- (4) Rhaid i I roi copi o'r hysbysiad i landlord D.
- (5) Yn ystod y cyfnod rhybuddio, rhaid i I wneud y cyfryw ymholiadau sy'n angenrheidiol i'w fodloni ei hun nad yw D mwyach yn ystyried ei fod yn barti i'r prif gontract a'r contract isfeddiannaeth.
- (6) Ar ddiwedd y cyfnod rhybuddio caiff I, os yw wedi ei fodloni fel y disgrifir yn is-adran (5), wneud cais i'r llys am orchymyn—
 - (a) sy'n dod â'r prif gontract i ben, a
 - (b) bod hawliau a rhwymedigaethau D fel landlord o dan y contract isfeddiannaeth i'w trosglwyddo i landlord D yn unol ag adrannau 62 a 63.
- (7) Ni chaiff y llys wrando ar gais I o dan is-adran (6) os yw I wedi methu â chydymffurfio â'r gofyniad yn is-adran (4); ond os yw'n ystyried bod hynny'n rhesymol caiff y llys hepgor y gofyniad hwnnw.
- (8) Mae gan landlord D hawl i fod yn barti i achos ar gais a wneir gan I o dan is-adran (6).
- (9) Os yw'r llys yn fodlon nad yw D yn ystyried ei fod yn barti i'r prif gontract a'r contract isfeddiannaeth, caiff wneud y gorchymyn y gwnaed cais amdano o dan is-adran (6); ac os yw'n gwneud hynny rhaid iddo bennu'r dyddiad y daw'r prif gontract i ben.

- (4) Where C's landlord may apply for an extended possession order against S, S is entitled to be a party to proceedings on the possession claim against C (regardless of whether C's landlord makes an application for an extended possession order in the proceedings).
- (5) The court may consider C's landlord's application for an extended possession order only if it has decided to make an order for possession against C.
- (6) The court may make an extended possession order against S only if, had C made a possession claim against S, the court would have made an order for possession against S.

66 Exclusion of contract-holder after abandoning contracts

- (1) This section applies if –
 - (a) a contract-holder ("C") under an occupation contract ("the head contract") enters into a sub-occupation contract in accordance with the head contract, and
 - (b) the sub-holder ("S") believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (2) S may act to end the head contract in accordance with this section.
- (3) S must give C a notice –
 - (a) stating that S believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract,
 - (b) requiring C to inform S in writing before the end of the warning period if he or she does consider himself or herself to be a party to one or both of those contracts, and
 - (c) informing C that after the warning period the head contract may be ended and his or her rights and obligations under the sub-occupation contract may be transferred to C's landlord.
- (4) S must give a copy of the notice to C's landlord.
- (5) During the warning period, S must make such inquiries as are necessary to satisfy himself or herself that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (6) At the end of the warning period S may, if satisfied as described in subsection (5), apply to the court for an order –
 - (a) ending the head contract, and
 - (b) that C's rights and obligations as landlord under the sub-occupation contract are to be transferred to C's landlord in accordance with sections 62 and 63.
- (7) The court may not hear S's application under subsection (6) if S has failed to comply with the requirement in subsection (4); but the court may dispense with that requirement if it considers it reasonable to do so.
- (8) C's landlord is entitled to be a party to proceedings on an application made by S under subsection (6).
- (9) If the court is satisfied that C does not consider himself or herself to be a party to the head contract and the sub-occupation contract, it may make the order applied for under subsection (6); and if it does so it must specify the date on which the head contract ends.

- (10) Ond ni chaiff y llys wneud gorchymyn o dan is-adran (9) –
- (a) os yw landlord D yn barti i'r achos,
 - (b) os yw landlord D yn haeru y byddai'r llys wedi gwneud gorchymyn adennill meddiant yn erbyn I, pe byddai D wedi gwneud cais am orchymyn o'r fath mewn hawliad meddiant a wnaed gan D yn erbyn I, ac
 - (c) os yw'r llys yn fodlon y byddai wedi gwneud y gorchymyn adennill meddiant yn erbyn I yn yr amgylchiadau hynny.
- (11) Y cyfnod rhybuddio yw'r cyfnod o bedair wythnos sy'n dechrau â'r diwrnod y rhoddir hysbysiad o dan is-adran (3) i D.

67 Rhwymedïau'r deiliad contract sydd wedi ei wahardd

- (1) Mae'r adran hon yn gymwys os yw'r llys yn gwneud gorchymyn yn erbyn D o dan adran 66(9).
- (2) Cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y gwneir y gorchymyn, caiff D wneud cais i'r llys ar un neu ragor o'r seiliau yn is-adran (3) am orchymyn a datganiad o dan is-adran (4)(a).
- (3) Y seiliau yw –
 - (a) bod I wedi methu â rhoi hysbysiad i D o dan adran 66(3) neu wedi methu â gwneud yr ymholiadau sy'n ofynnol yn ôl adran 66(5);
 - (b) bod D yn ystyried ei fod yn barti i'r prif gontract neu'r contract isfeddiannaeth neu'r ddau ohonynt a bod rheswm da dros ei fethiant i ymateb (neu i ymateb yn ddigonol) i'r hysbysiad o dan adran 66(3);
 - (c) nad oedd gan I, pan wnaeth gais i'r llys, seiliau rhesymol dros fod yn fodlon bod D yn ystyried nad oedd yn barti i'r prif gontract a'r contract isfeddiannaeth.
- (4) Os yw'r llys yn canfod bod un neu ragor o'r seiliau wedi ei phrofi, caiff –
 - (a) dadwneud ei orchymyn o dan adran 66(9) drwy orchymyn, a gwneud datganiad bod y prif gontract yn parhau i gael effaith mewn perthynas â'r annedd, a
 - (b) gwneud unrhyw orchymyn pellach y mae'n ei ystyried yn briodol.

68 Y pŵer i amrywio cyfnodau sy'n ymwneud â gwahardd ar ôl achos o gefnu ar gontract

Caiff Gweinidogion Cymru drwy reoliadau –

- (a) diwygio adran 66(11) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd;
- (b) diwygio adran 67(2) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd.

Trosglwyddo

69 Ffurf trosglwyddiad

- (1) Mae'r adran hon yn gymwys i'r canlynol (yn ddarostyngedig i is-adran (6)) –
 - (a) trosglwyddiad contract meddiannaeth gan ddeiliad y contract;

- (10) But the court may not make an order under subsection (9) if –
- (a) C’s landlord is a party to the proceedings,
 - (b) C’s landlord asserts that the court would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S, and
 - (c) the court is satisfied that it would have made an order for possession against S in those circumstances.
- (11) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to C.

67 Excluded contract-holder’s remedies

- (1) This section applies if the court makes an order against C under section 66(9).
- (2) Before the end of the period of six months starting with the day on which the order is made, C may apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).
- (3) The grounds are –
- (a) that S failed to give C a notice under section 66(3) or failed to make the inquiries required by section 66(5);
 - (b) that C considered himself or herself to be a party to the head contract or the sub-occupation contract or both of them and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 66(3);
 - (c) that, when S applied to the court, he or she did not have reasonable grounds for being satisfied that C considered himself or herself not to be a party to the head contract and the sub-occupation contract.
- (4) If the court finds that one or more of the grounds is made out, it may –
- (a) by order rescind its order under section 66(9), and declare that the head contract continues to have effect in relation to the dwelling, and
 - (b) make such further order as it thinks fit.

68 Power to vary periods of time relating to exclusion after abandonment of contracts

The Welsh Ministers may by regulations –

- (a) amend section 66(11) by substituting a different period for the period for the time being referred to;
- (b) amend section 67(2) by substituting a different period for the period for the time being referred to.

Transfer

69 Form of transfer

- (1) This section applies (subject to subsection (6)) to –
- (a) a transfer of an occupation contract by the contract-holder;

- (b) trosglwyddiad gan gyd-ddeiliad contract o'i hawliau a'i rwymedigaethau o dan contract meddiannaeth.
- (2) Rhaid i'r trosglwyddiad gael ei lofnodi neu ei gyflawni gan bob un o'r partïon i'r trosglwyddiad.
 - (3) Os yw'r contract yn ei gwneud yn ofynnol cael cydsyniad y landlord i'r trosglwyddiad, rhaid i'r trosglwyddiad hefyd gael ei lofnodi neu ei gyflawni gan y landlord.
 - (4) Ond nid yw is-adran (3) yn gymwys os yw'r landlord yn cael ei drin fel pe bai wedi cydsynio o dan adran 84(6), (8) neu (10).
 - (5) Nid yw trosglwyddiad y mae'r adran hon yn gymwys iddo yn cael unrhyw effaith os nad yw'n cydymffurfio ag is-adran (2) ac, os yw'n gymwys, is-adran (3).
 - (6) Nid yw'r adran hon yn gymwys i drosglwyddiad yn unol â theler sydd wedi ei gynnwys yn y contract o dan adran 139 neu 142 (trosglwyddiadau penodol o contractau safonol cyfnod penodol).

70 Effaith trosglwyddiad awdurdodedig

- (1) Os yw contract meddiannaeth yn cael ei drosglwyddo gan ddeiliad y contract i berson ("P") yn unol â'r contract ac adran 69, ar y dyddiad trosglwyddo—
 - (a) bydd gan P hawl i'r holl hawliau, a bydd yn ddarostyngedig i holl rwymedigaethau deiliad y contract o dan y contract, a
 - (b) ni fydd gan ddeiliad y contract hawl i unrhyw hawliau, a bydd yn peidio â bod yn ddarostyngedig i unrhyw rwymedigaethau o dan y contract.
- (2) Os yw hawliau a rhwymedigaethau cyd-ddeiliad y contract o dan contract meddiannaeth yn cael eu trosglwyddo i berson ("P") yn unol â'r contract ac adran 69, ar y dyddiad trosglwyddo—
 - (a) bydd gan P hawl i'r holl hawliau, a bydd yn ddarostyngedig i holl rwymedigaethau cyd-ddeiliad y contract o dan y contract, a
 - (b) ni fydd gan gyd-ddeiliad y contract hawl i unrhyw hawliau, a bydd yn peidio â bod yn ddarostyngedig i unrhyw rwymedigaethau o dan y contract.
- (3) Mae is-adran (2)(a) yn ddarostyngedig i unrhyw deler sydd wedi ei gynnwys yn y contract oherwydd adran 141(3) neu 142(3) (contractau safonol cyfnod penodol: trosglwyddiadau o fuddiant cyd-ddeiliad contract).
- (4) Nid oes dim yn is-adran (1)(b) na (2)(b) yn dileu unrhyw hawl nac yn ildio unrhyw atebolrwydd sy'n cronni cyn y dyddiad trosglwyddo.
- (5) Y dyddiad trosglwyddo yw'r dyddiad y mae deiliad y contract a P yn cytuno arno fel y diwrnod y mae'r trosglwyddiad yn cael effaith.

71 Effaith trosglwyddiad heb ei awdurdodi

- (1) Mae'r adran hon yn gymwys i—
 - (a) trosglwyddiad contract meddiannaeth gan ddeiliad y contract i berson ("P") nad yw'n unol â'r contract, a
 - (b) trosglwyddiad gan gyd-ddeiliad contract o'i hawliau a'i rwymedigaethau o dan contract meddiannaeth i berson ("P"), nad yw'n unol â'r contract.

- (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract.
- (2) The transfer must be signed or executed by each of the parties to the transfer.
- (3) If the contract requires the landlord's consent to the transfer, the transfer must also be signed or executed by the landlord.
- (4) But subsection (3) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).
- (5) A transfer to which this section applies is of no effect if it does not comply with subsection (2) and, if it applies, subsection (3).
- (6) This section does not apply to a transfer in accordance with a term included in the contract under section 139 or 142 (certain transfers of fixed term standard contracts).

70 Effect of authorised transfer

- (1) If an occupation contract is transferred by the contract-holder to a person ("P") in accordance with the contract and section 69, on the transfer date—
 - (a) P becomes entitled to all the rights and subject to all the obligations of the contract-holder under the contract, and
 - (b) the contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (2) If a joint contract-holder's rights and obligations under an occupation contract are transferred to a person ("P") in accordance with the contract and section 69, on the transfer date—
 - (a) P becomes entitled to all the rights and subject to all the obligations of the joint contract-holder under the contract, and
 - (b) the joint contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (3) Subsection (2)(a) is subject to any term included in the contract because of section 141(3) or 142(3) (fixed term standard contracts: transfers of joint contract-holder's interest).
- (4) Nothing in subsection (1)(b) or (2)(b) removes any right or waives any liability accruing before the transfer date.
- (5) The transfer date is the day agreed by the contract-holder and P as the day on which the transfer takes effect.

71 Effect of unauthorised transfer

- (1) This section applies to—
 - (a) a transfer of an occupation contract by the contract-holder to a person ("P") which is not in accordance with the contract, and
 - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract to a person ("P") which is not in accordance with the contract.

- (2) Os yw'r landlord yn derbyn taliadau oddi wrth P mewn perthynas â meddiannaeth P o'r annedd, ar adeg –
- (a) pan fo'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) yn gwybod nad oedd y trosglwyddiad wedi ei wneud yn unol â'r contract, neu
 - (b) pan ddylai'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) wybod yn rhesymol nad oedd y trosglwyddiad wedi ei wneud yn unol â'r contract,
- bydd y trosglwyddiad yn rhwymo'r landlord o'r diwrnod yn union ar ôl diwrnod olaf y cyfnod perthnasol.
- (3) Mae adran 70 yn gymwys –
- (a) fel pe bai'r trosglwyddiad wedi ei wneud yn unol â'r contract ac adran 69, a
 - (b) fel pe bai'r dyddiad trosglwyddo oedd y diwrnod yn union ar ôl diwrnod olaf y cyfnod perthnasol.
- (4) Y cyfnod perthnasol yw'r cyfnod o ddau fis sy'n dechrau â'r diwrnod y caiff taliadau eu derbyn gyntaf fel y disgrifir yn is-adran (2).
- (5) Nid yw is-adrannau (2) a (3) yn gymwys os yw'r landlord, cyn diwedd y cyfnod perthnasol –
- (a) yn cymryd camau i ddod â'r contract meddiannaeth i ben, neu
 - (b) yn dod ag achos llys i droi P allan fel tresmaswr neu'n dangos bwriad i drin P fel tresmaswr mewn unrhyw ffordd arall.
- (6) Mae cyfeiriadau yn yr adran hon at drosglwyddiad yn cynnwys trosglwyddiad honedig nad yw'n cydymffurfio ag adran 69.

72 Gweithredoedd a chyfamodau

- (1) Mae'r adran hon yn gymwys i gontractau meddiannaeth sy'n denantiaethau.
- (2) Nid yw adran 52 o Ddeddf Cyfraith Eiddo 1925 (p. 20) (rhaid trosglwyddo tir drwy weithred) yn gymwys i drosglwyddiad o'r contract.
- (3) Nid yw Deddf Landlord a Tenant (Cyfamodau) 1995 (p. 30) yn gymwys i –
- (a) trosglwyddiad gan ddeiliad contract o unrhyw un neu ragor o'r pethau a grybwyllir yn adran 57(1), neu gan gyd-ddeiliad contract o unrhyw un neu ragor o'r pethau a grybwyllir yn adran 57(2), neu
 - (b) trosglwyddiad a gâi ei drin o dan adran 28(6)(b) o'r Ddeddf honno fel aseiniad o'r annedd.

Olynu

73 Olynu yn dilyn marwolaeth

- (1) Mae'r adran hon yn gymwys yn dilyn marwolaeth yr unig ddeiliad contract o dan gontract meddiannaeth (yn ddarostyngedig i adran 139(2), sy'n ymwneud â chontractau safonol cyfnod penodol sy'n cynnwys darpariaeth benodol ynghylch trosglwyddiad yn dilyn marwolaeth unig ddeiliad contract).

- (2) If the landlord accepts payments from P in respect of P's occupation of the dwelling, at a time when the landlord (or in the case of joint landlords, any one of them) –
 - (a) knows that the transfer was not made in accordance with the contract, or
 - (b) ought reasonably to know that the transfer was not made in accordance with the contract,the transfer becomes binding on the landlord on the day immediately after the last day of the relevant period.
- (3) Section 70 applies as if –
 - (a) the transfer was made in accordance with the contract and section 69, and
 - (b) the transfer date was the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of two months starting with the day on which payments are first accepted as described in subsection (2).
- (5) Subsections (2) and (3) do not apply if before the end of the relevant period the landlord –
 - (a) takes steps to end the occupation contract, or
 - (b) brings proceedings to evict P as a trespasser or otherwise shows an intention to treat P as a trespasser.
- (6) References in this section to a transfer include a purported transfer which does not comply with section 69.

72 Deeds and covenants

- (1) This section applies in relation to occupation contracts which are tenancies.
- (2) Section 52 of the Law of Property Act 1925 (c. 20) (land must be conveyed by deed) does not apply to a transfer of the contract.
- (3) The Landlord and Tenant (Covenants) Act 1995 (c. 30) does not apply to –
 - (a) a transfer by a contract-holder of any of the things mentioned in section 57(1), or by a joint contract-holder of any of the things mentioned in section 57(2), or
 - (b) a transfer which under section 28(6)(b) of that Act would be treated as an assignment of the premises.

Succession

73 Succession on death

- (1) This section applies on the death of the sole contract-holder under an occupation contract (subject to section 139(2), which concerns fixed term standard contracts containing certain provision about transfer on the death of a sole contract-holder).

- (2) Os un person yn unig sy'n gymwys i olynu deiliad y contract mae'r person hwnnw yn olynu i'r contract.
- (3) Os oes mwy nag un person yn gymwys i olynu deiliad y contract, mae'r person a nodir yn unol ag adran 78 yn olynu i'r contract.

74 Personau sy'n gymwys i olynu

- (1) Mae person yn gymwys i olynu deiliad y contract os yw'r person hwnnw –
 - (a) yn olynydd â blaenoriaeth i ddeiliad y contract neu'n olynydd wrth gefn i ddeiliad y contract, a
 - (b) heb ei eithrio gan is-adran (3) na (4).
- (2) Ond os oedd deiliad y contract yn olynydd wrth gefn mewn perthynas â'r contract meddiannaeth, nid oes unrhyw berson yn gymwys i'w olynu.
- (3) Mae person wedi ei eithrio os nad yw wedi cyrraedd 18 oed ar adeg marwolaeth deiliad y contract.
- (4) Mae person wedi ei eithrio os oedd, ar unrhyw adeg yn ystod y cyfnod o 12 mis sy'n dod i ben â marwolaeth deiliad y contract, yn meddiannu'r annedd neu ran ohoni o dan gontract isfeddiannaeth.
- (5) Nid yw person wedi ei eithrio gan is-adran (4) –
 - (a) os yw'n olynydd â blaenoriaeth i ddeiliad y contract, neu'n olynydd wrth gefn i ddeiliad y contract sy'n bodloni'r amod aelod o'r teulu yn adran 76(2) oherwydd adran 250(1)(a) neu (b) (priod, partner sifil etc.), a
 - (b) os daeth y contract isfeddiannaeth yr oedd yn meddiannu'r annedd neu ran ohoni oddi tano i ben cyn marwolaeth deiliad y contract.

75 Olynydd â blaenoriaeth

- (1) Mae person yn olynydd â blaenoriaeth i ddeiliad y contract –
 - (a) os yw –
 - (i) yn briod neu'n bartner sifil i ddeiliad y contract, neu
 - (ii) os yw'n byw gyda deiliad y contract fel pe baent yn briod neu'n bartneriaid sifil, a
 - (b) os oedd yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref pan fu farw deiliad y contract.
- (2) Ond nid oes unrhyw berson yn olynydd â blaenoriaeth i ddeiliad y contract os oedd deiliad y contract yn olynydd â blaenoriaeth mewn perthynas â'r contract meddiannaeth.

76 Olynydd wrth gefn: aelod o'r teulu

- (1) Mae person yn olynydd wrth gefn i ddeiliad y contract os nad yw'n olynydd â blaenoriaeth i ddeiliad y contract ac –
 - (a) os yw'n bodloni'r amod aelod o'r teulu,
 - (b) os oedd yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref pan fu farw deiliad y contract, ac

- (2) If one person is qualified to succeed the contract-holder that person succeeds to the contract.
- (3) If more than one person is qualified to succeed the contract-holder, the person identified in accordance with section 78 succeeds to the contract.

74 Persons qualified to succeed

- (1) A person is qualified to succeed the contract-holder if that person –
 - (a) is a priority successor of the contract-holder or a reserve successor of the contract-holder, and
 - (b) is not excluded by subsection (3) or (4).
- (2) But if the contract-holder was a reserve successor in relation to the occupation contract, no person is qualified to succeed him or her.
- (3) A person is excluded if he or she has not reached the age of 18 at the time of the contract-holder's death.
- (4) A person is excluded if at any time in the period of 12 months ending with the contract-holder's death he or she occupied the dwelling or part of it under a sub-occupation contract.
- (5) A person is not excluded by subsection (4) if –
 - (a) he or she is a priority successor of the contract-holder, or he or she is a reserve successor of the contract-holder who meets the family member condition in section 76(2) because of section 250(1)(a) or (b) (spouses, civil partners etc.), and
 - (b) the sub-occupation contract under which he or she occupied the dwelling or part of it ended before the contract-holder's death.

75 Priority successor

- (1) A person is a priority successor of the contract-holder if –
 - (a) he or she –
 - (i) is the spouse or civil partner of the contract-holder, or
 - (ii) lives together with the contract-holder as if they were spouses or civil partners, and
 - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.
- (2) But no person is a priority successor of the contract-holder if the contract-holder was a priority successor in relation to the occupation contract.

76 Reserve successor: family member

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and –
 - (a) he or she meets the family member condition,
 - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and

- (c) os yw'n bodloni'r amod aelod o'r teulu oherwydd adran 250(1)(c) (aelodau o'r teulu heblaw priod, partner sifil etc.), ei fod hefyd yn bodloni'r amod preswyliad sylfaenol.
- (2) Mae person yn bodloni'r amod aelod o'r teulu os yw'n aelod o deulu deiliad y contract.
- (3) Mae person yn bodloni'r amod preswyliad sylfaenol os oedd, drwy gydol y cyfnod o 12 mis sy'n dod i ben â marwolaeth deiliad y contract –
 - (a) yn meddiannu'r annedd, neu
 - (b) yn byw gyda deiliad y contract.
- (4) Os oedd deiliad y contract yn olynnydd â blaenoriaeth mewn perthynas â'r contract meddiannaeth, mae'r cyfeiriadau at ddeiliad y contract yn is-adrannau (2) a (3)(b) yn cynnwys y person a olynwyd gan ddeiliad y contract.

77 Olynnydd wrth gefn: gofalwr

- (1) Mae person yn olynnydd wrth gefn i ddeiliad y contract os nad yw'n olynnydd â blaenoriaeth i ddeiliad y contract ac –
 - (a) os yw'n bodloni'r amod gofalwr,
 - (b) os oedd yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref pan fu farw deiliad y contract, ac
 - (c) os yw'n bodloni'r amod preswyliad gofalwr.
- (2) Mae person yn bodloni'r amod gofalwr os oedd, ar unrhyw adeg yn ystod y 12 mis sy'n dod i ben â marwolaeth deiliad y contract, yn ofalwr mewn perthynas â –
 - (a) deiliad y contract, neu
 - (b) aelod o deulu deiliad y contract a oedd, ar adeg darparu'r gofal, yn byw gyda deiliad y contract.
- (3) Os oedd deiliad y contract yn olynnydd â blaenoriaeth mewn perthynas â'r contract meddiannaeth, mae'r cyfeiriadau at ddeiliad y contract yn is-adrannau (2) yn cynnwys y person a olynwyd gan ddeiliad y contract.
- (4) Mae person yn bodloni'r amod preswyliad gofalwr –
 - (a) os yw'n bodloni'r amod preswyliad sylfaenol yn adran 76(3) a (4), a
 - (b) os nad oedd gan y person, pan fu farw deiliad y contract, hawl i feddiannu unrhyw annedd arall fel cartref.
- (5) Ystyr "gofalwr" yw person –
 - (a) sy'n darparu neu'n bwriadu darparu gofal sylweddol i berson arall yn rheolaidd, a
 - (b) nad yw'n darparu neu na fydd yn darparu'r gofal hwnnw oherwydd contract cyflogaeth neu unrhyw contract arall ag unrhyw berson.
- (6) Nid yw person yn darparu gofal oherwydd contract ond am fod bwyd neu lety yn cael eu rhoi iddo, neu ond oherwydd y gall ddod yn gymwys i olynu fel olynnydd wrth gefn.

- (c) if he or she meets the family member condition because of section 250(1)(c) (family members other than spouses, civil partners etc.), he or she also meets the basic residence condition.
- (2) A person meets the family member condition if he or she is a member of the contract-holder's family.
- (3) A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death—
 - (a) he or she occupied the dwelling, or
 - (b) he or she lived with the contract-holder.
- (4) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsections (2) and (3)(b) to the contract-holder include the person the contract-holder succeeded.

77 Reserve successor: carer

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
 - (a) he or she meets the carer condition,
 - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
 - (c) he or she meets the carer residence condition.
- (2) A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to—
 - (a) the contract-holder, or
 - (b) a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder.
- (3) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsection (2) to the contract-holder include the person the contract-holder succeeded.
- (4) A person meets the carer residence condition if—
 - (a) he or she meets the basic residence condition, as set out in section 76(3) and (4), and
 - (b) at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.
- (5) "Carer" means a person who—
 - (a) provides or intends to provide a substantial amount of care for another person on a regular basis, and
 - (b) does not provide or will not provide that care because of a contract of employment or other contract with any person.
- (6) A person does not provide care because of a contract merely because he or she is given board or lodging or because he or she may become qualified to succeed as a reserve successor.

78 Mwy nag un olynnydd cymwys

- (1) Mae'r adran hon yn gymwys pan fo mwy nag un person yn gymwys i olynu deiliad y contract.
- (2) Os yw un o'r personau yn olynnydd â blaenoriaeth, mae'r olynnydd â blaenoriaeth yn olynu i'r contract.
- (3) Os yw dau neu ragor o'r personau yn olynwyr â blaenoriaeth, y person (neu'r personau) sy'n olynu i'r contract yw –
 - (a) yr olynnydd (neu'r olynwyr) â blaenoriaeth sydd wedi ei ddethol (neu eu dethol) drwy gytundeb rhwng yr olynwyr â blaenoriaeth, neu
 - (b) os ydynt yn methu â chytuno (neu'n methu â hysbysu'r landlord o gytundeb) o fewn cyfnod rhesymol, pa un bynnag ohonynt y mae'r landlord yn ei ddethol.
- (4) Os yw'r holl bersonau yn olynwyr wrth gefn, y person (neu'r personau) sy'n olynu i'r contract yw –
 - (a) y person (neu'r personau) sydd wedi ei ddethol (neu eu dethol) drwy gytundeb rhwng yr olynwyr wrth gefn, neu
 - (b) os ydynt yn methu â chytuno (neu'n methu â hysbysu'r landlord o gytundeb) o fewn cyfnod rhesymol, pa un bynnag ohonynt y mae'r landlord yn ei ddethol.
- (5) Pan fo'r landlord yn dethol o dan is-adran (3)(b), caiff olynnydd â blaenoriaeth nad yw'n cael ei ddethol apelio i'r llys yn erbyn detholiad y landlord.
- (6) Pan fo'r landlord yn dethol o dan is-adran (4)(b), caiff olynnydd wrth gefn nad yw'n cael ei ddethol apelio i'r llys yn erbyn detholiad y landlord.
- (7) Rhaid gwneud cais am apêl o dan is-adran (5) neu (6) cyn diwedd y cyfnod o bedair wythnos sy'n dechrau â'r diwrnod y mae'r landlord yn hysbysu'r person nad yw wedi ei ddethol.
- (8) Rhaid i'r llys ddyfarnu'r apêl ar sail ei rinweddau (ac nid drwy adolygiad).

79 Effaith olyniaeth

- (1) Mae person sy'n olynu i gontract meddiannaeth o dan adran 73(2) neu adrannau 73(3) a 78(2) yn dod yn ddeiliad y contract ar y dyddiad perthnasol.
- (2) Mae person (neu bersonau) sy'n olynu i gontract meddiannaeth o dan adrannau 73(3) a 78(3) neu (4) yn dod yn ddeiliad y contract (neu yn dod yn ddeiliaid y contract) ar ba un bynnag o'r canlynol sydd hwyraf –
 - (a) y dyddiad perthnasol, a
 - (b) y dyddiad y deuir i gytundeb neu'r diwrnod y mae'r landlord yn dethol rhywun.
- (3) Mae person (neu bersonau) sy'n olynu i gontract meddiannaeth yn dilyn apêl o dan adran 78(5) neu (6) yn erbyn detholiad y landlord yn dod yn ddeiliad y contract (neu yn dod yn ddeiliaid y contract) ar ba un bynnag o'r canlynol sydd hwyraf –
 - (a) y dyddiad perthnasol, a
 - (b) y diwrnod y dyfernir yn derfynol ar yr apêl.

78 More than one qualified successor

- (1) This section applies where there is more than one person who is qualified to succeed the contract-holder.
- (2) If one of the persons is a priority successor, the priority successor succeeds to the contract.
- (3) If two or more of the persons are priority successors, the person who succeeds to the contract is (or the persons who succeed to the contract are) –
 - (a) the priority successor (or successors) selected by agreement between the priority successors, or
 - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (4) If all the persons are reserve successors, the person who succeeds to the contract is (or the persons who succeed to the contract are) –
 - (a) the person (or persons) selected by agreement between the reserve successors, or
 - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (5) Where the landlord makes a selection under subsection (3)(b), a priority successor who is not selected may appeal to the court against the landlord's selection.
- (6) Where the landlord makes a selection under subsection (4)(b), a reserve successor who is not selected may appeal to the court against the landlord's selection.
- (7) An appeal under subsection (5) or (6) must be brought before the end of the period of four weeks starting with the day on which the landlord notifies the person that he or she has not been selected.
- (8) The court must determine the appeal on the merits (and not by way of review).

79 Effect of succession

- (1) A person who succeeds to an occupation contract under section 73(2) or sections 73(3) and 78(2) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 73(3) and 78(3) or (4) becomes a contract-holder (or become contract-holders) on the later of –
 - (a) the relevant date, and
 - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(5) or (6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of –
 - (a) the relevant date, and
 - (b) the day on which the appeal is finally determined.

- (4) Y dyddiad perthnasol yw'r diwrnod y byddai'r contract wedi dod i ben o dan adran 155 pe na byddai unrhyw un yn gymwys i olynu i'r contract.
- (5) Yn ystod y cyfnod sy'n dechrau â'r dyddiad perthnasol ac sy'n dod i ben pan fydd person (neu bersonau) yn dod yn ddeiliad y contract o dan is-adran (2) neu (3) –
 - (a) nid yw'r olynwyr perthnasol i'w trin fel tresmaswyr mewn perthynas â'r annedd, a
 - (b) at ddibenion unrhyw atebolrwydd o dan y contract, mae'r olynwyr perthnasol i'w trin fel pe baent yn gyd-ddeiliaid contract o dan y contract.
- (6) "Yr olynwyr perthnasol" yw'r personau –
 - (a) sy'n gymwys i olynu deiliad y contract a fu farw, a
 - (b) sy'n byw yn yr annedd.

80 Amnewid olynydd ar ôl terfynu'n gynnar

- (1) Mae'r adran hon yn gymwys –
 - (a) pan fo person ("O") yn olynu i gontract meddiannaeth o dan adran 78(2) (olynwyr â blaenoriaeth),
 - (b) pan fo O, cyn diwedd y cyfnod o chwe mis sy'n dechrau â marwolaeth y deiliad contract blaenorol, yn rhoi hysbysiad o dan ddarpariaeth hysbysiad deiliad contract ei fod yn bwriadu terfynu'r contract, neu'n cytuno â'r landlord y dylai'r contract ddod i ben, ac
 - (c) pan fyddai'r contract wedi dod i ben, oni bai am yr adran hon, yn unol â darpariaeth hysbysiad deiliad y contract neu â'r cytundeb.
- (2) Nid yw'r contract yn dod i ben os oes un neu ragor o bersonau yn gymwys i olynu'r deiliad contract blaenorol.
- (3) Os un person yn unig sy'n gymwys i olynu'r deiliad contract blaenorol, mae'r person hwnnw yn olynu i'r contract.
- (4) Os oes mwy nag un person yn gymwys i olynu'r deiliad contract blaenorol, mae'r person a nodir yn unol ag adran 78(4) yn olynu i'r contract.
- (5) Dyfernir a oes person sy'n gymwys i olynu'r deiliad contract blaenorol drwy gymhwyso adran 74 mewn perthynas â'r deiliad contract blaenorol; ond mae O i'w drin fel pe na bai'n gymwys i olynu'r deiliad contract blaenorol.
- (6) Yn yr adran hon –

ystyr "y deiliad contract blaenorol" (*"the preceding contract-holder"*) yw'r deiliad contract yr olynodd O i'r contract o ganlyniad i'w farwolaeth, ac

ystyr "darpariaeth hysbysiad deiliad y contract" (*"contract-holder's notice provision"*) yw adran 163 neu 168 (hysbysiad deiliad y contract i derfynu contract diogel neu gontract safonol cyfnodol) neu gymal terfynu deiliad y contract (o dan gontract safonol cyfnod penodol).

- (4) The relevant date is the day on which the contract would have ended under section 155 if no one had been qualified to succeed to the contract.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors –
 - (a) are not to be treated as trespassers in relation to the dwelling, and
 - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who –
 - (a) are qualified to succeed the contract-holder who died, and
 - (b) are living in the dwelling.

80 Substitute succession on early termination

- (1) This section applies where –
 - (a) a person (“S”) succeeds to an occupation contract under section 78(2) (priority successors),
 - (b) before the end of the period of six months starting with the death of the preceding contract-holder, S gives notice under a contract-holder’s notice provision that he or she intends to end the contract or agrees with the landlord that the contract should end, and
 - (c) apart from this section, the contract would end in accordance with the contract-holder’s notice provision or the agreement.
- (2) The contract does not end if one or more persons are qualified to succeed the preceding contract-holder.
- (3) If one person is qualified to succeed the preceding contract-holder, that person succeeds to the contract.
- (4) If more than one person is qualified to succeed the preceding contract-holder, the person identified in accordance with section 78(4) succeeds to the contract.
- (5) Whether there is a person qualified to succeed the preceding contract-holder is to be determined by applying section 74 in relation to the preceding contract-holder; but S is to be treated as not qualified to succeed the preceding contract-holder.
- (6) In this section –

“the preceding contract-holder” (“*y deiliad contract blaenorol*”) is the contract-holder as a result of whose death S succeeded to the contract, and

“contract-holder’s notice provision” (“*darpariaeth hysbysiad deiliad y contract*”) means section 163 or 168 (contract-holder’s notice to end secure contract or periodic standard contract) or a contract-holder’s break clause (under a fixed term standard contract).

81 Effaith amnewid olynydd

- (1) Mae person sy'n olynu i gontract meddiannaeth o dan adran 80(3) yn dod yn ddeiliad y contract ar y dyddiad perthnasol.
- (2) Mae person (neu bersonau) sy'n olynu i gontract meddiannaeth o dan adrannau 80(4) a 78(4) yn dod yn ddeiliad y contract (neu yn dod yn ddeiliaid y contract) o dan y contract ar ba un bynnag o'r canlynol sydd hwyraf –
 - (a) y dyddiad perthnasol, a
 - (b) y diwrnod y deuir i gytundeb neu'r diwrnod y mae'r landlord yn gwneud detholiad.
- (3) Mae person (neu bersonau) sy'n olynu i gontract meddiannaeth yn dilyn apêl o dan adran 78(6) yn erbyn detholiad y landlord yn dod yn ddeiliad y contract (neu yn dod yn ddeiliaid y contract) ar ba un bynnag o'r canlynol sydd hwyraf –
 - (a) y dyddiad perthnasol, a
 - (b) y diwrnod y dyfernir yn derfynol ar yr apêl.
- (4) Y dyddiad perthnasol yw'r diwrnod y byddai'r contract wedi dod i ben, oni bai am adran 80(2).
- (5) Yn ystod y cyfnod sy'n dechrau â'r dyddiad perthnasol ac sy'n dod i ben pan fydd person (neu bersonau) yn dod yn ddeiliad y contract o dan is-adran (2) neu (3) –
 - (a) nid yw'r olynwyr perthnasol i'w trin fel tresmaswyr mewn perthynas â'r annedd, a
 - (b) at ddibenion unrhyw atebolrwydd o dan y contract, mae'r olynwyr perthnasol i'w trin fel pe baent yn gyd-ddeiliaid contract o dan y contract.
- (6) "Yr olynwyr perthnasol" yw personau –
 - (a) sy'n gymwys i olynu deiliad y contract a fu farw (ac y digwyddodd yr olyniaeth o dan adran 78(2) o ganlyniad i'w farwolaeth), a
 - (b) sy'n byw yn yr annedd.

82 Hysbysiad o hawliau o dan adran 80

- (1) Mae'r adran hon yn gymwys pan fo landlord o dan gontract meddiannaeth –
 - (a) yn derbyn hysbysiad o dan ddarpariaeth hysbysiad deiliad contract, neu
 - (b) yn cytuno â deiliad y contract i ddod â'r contract i ben,
 yn yr amgylchiadau a grybwyllir yn adran 80(1)(a) a (b).
- (2) Rhaid i'r landlord, cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn derbyn hysbysiad O neu (yn ôl y digwydd) â'r diwrnod y gwneir y cytundeb, roi hysbysiad i –
 - (a) meddianwyr yr annedd (ac eithrio O), a
 - (b) unrhyw olynwyr posibl nad ydynt yn meddiannu'r annedd, y mae eu cyfeiriad yn hysbys i'r landlord (neu yn achos cyd-landlordiaid, i unrhyw un ohonynt).

81 Effect of substitute succession

- (1) A person who succeeds to an occupation contract under section 80(3) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 80(4) and 78(4) becomes a contract-holder (or become contract-holders) under the contract on the later of –
 - (a) the relevant date, and
 - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of –
 - (a) the relevant date, and
 - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which, but for section 80(2), the contract would have ended.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors –
 - (a) are not to be treated as trespassers in relation to the dwelling, and
 - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) "The relevant successors" are the persons who –
 - (a) are qualified to succeed the contract-holder who died (and as a result of whose death the succession under section 78(2)) occurred), and
 - (b) are living in the dwelling.

82 Notice of rights under section 80

- (1) This section applies where the landlord under an occupation contract –
 - (a) receives notice under a contract-holder's notice provision, or
 - (b) agrees with the contract-holder to end the contract,in the circumstances mentioned in section 80(1)(a) and (b).
- (2) The landlord must, before the end of the period of 14 days starting with the day on which the landlord receives S's notice or (as the case may be) the day on which the agreement is made, give a notice to –
 - (a) the occupiers of the dwelling (other than S), and
 - (b) any potential successors not occupying the dwelling whose address is known to the landlord (or in the case of joint landlords, any one of them).

- (3) Person sy'n gymwys i olynu'r deiliad contract blaenorol o dan adran 80 yw olynydd posibl.
- (4) Rhaid i'r hysbysiad—
 - (a) datgan bod O wedi rhoi hysbysiad ei fod yn bwriadu dod â'r contract i ben neu fod O a'r landlord wedi cytuno i ddod â'r contract i ben, a
 - (b) egluro effaith adran 80.

83 Olyniaeth: dehongli

- (1) Mae'r adran hon yn gymwys at bwrpas dehongli'r Ddeddf hon.
- (2) Mae deiliad contract yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas â chontract meddiannaeth os olynodd i'r contract fel olynydd â blaenoriaeth neu olynydd wrth gefn i ddeiliad y contract mewn perthynas â'r contract meddiannaeth hwnnw a fu farw.
- (3) Os yw deiliad contract yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas â chontract safonol cyfnod penodol, mae hefyd yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas ag—
 - (a) unrhyw gontract safonol cyfnodol sy'n dod i fodolaeth yn sgil adran 184(2) ar ddiwedd y cyfnod penodol, a
 - (b) oni bai bod y contract yn darparu fel arall, unrhyw gontract o dan adran 184(6).
- (4) Os yw deiliad contract yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas â chontract meddiannaeth a derfynir o dan adran 220 (achos o gefnu), mae hefyd yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas ag unrhyw gontract meddiannaeth y daw yn ddeiliad y contract oddi tano o ganlyniad i orchymyn o dan adran 222(3)(b) (darparu llety addas arall yn dilyn apêl).
- (5) Mae deiliad contract y trosglwyddir contract meddiannaeth iddo drwy neu yn unol â gorchymyn eiddo teuluol yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas â'r contract os oedd y person y trosglwyddwyd y contract oddi wrtho yn olynydd o'r fath.
- (6) Mae deiliad contract yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas â chontract meddiannaeth os oedd ei drin fel olynydd â blaenoriaeth neu olynydd wrth gefn yn amod o ran cydsynio i drafodiad yn ymwneud â'r contract.
- (7) Mae is-adran (8) yn gymwys os yw, cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae contract diogel ("y contract cyntaf") yn dod i ben—
 - (a) deiliad y contract o dan y contract cyntaf yn dod yn ddeiliad contract o dan gontract diogel arall ("yr ail gontract"), a
 - (b) naill ai'r annedd neu'r landlord yr un fath o dan yr ail gontract ag o dan y contract cyntaf.
- (8) Os oedd deiliad y contract yn olynydd â blaenoriaeth neu'n olynydd wrth gefn mewn perthynas â'r contract cyntaf mae hefyd yn olynydd o'r fath mewn perthynas â'r ail gontract, oni bai bod yr ail gontract yn darparu fel arall.

- (3) A potential successor is a person qualified to succeed the preceding contract-holder under section 80.
- (4) The notice must –
 - (a) state that S has given notice that he or she intends to end the contract or that S and the landlord have agreed to end the contract, and
 - (b) explain the effect of section 80.

83 Succession: interpretation

- (1) This section applies for the purposes of interpreting this Act.
- (2) A contract-holder is a priority or reserve successor in relation to an occupation contract if he or she succeeded to the contract as a priority or reserve successor of the contract-holder in relation to that occupation contract who died.
- (3) If a contract-holder is a priority or reserve successor in relation to a fixed term standard contract, he or she is also a priority or reserve successor in relation to –
 - (a) any periodic standard contract which arises under section 184(2) at the end of the fixed term, and
 - (b) unless the contract provides otherwise, any contract under section 184(6).
- (4) If a contract-holder is a priority or reserve successor in relation to an occupation contract which is ended under section 220 (abandonment), he or she is also a priority or reserve successor in relation to any occupation contract under which he or she becomes the contract-holder as a result of an order under section 222(3)(b) (provision of suitable alternative accommodation on appeal).
- (5) A contract-holder to whom an occupation contract is transferred by, or in accordance with, a family property order is a priority or reserve successor in relation to the contract if the person from whom the contract was transferred was such a successor.
- (6) A contract-holder is a priority or reserve successor in relation to an occupation contract if his or her being treated as a priority or reserve successor was a condition of consent to a transaction relating to the contract.
- (7) Subsection (8) applies if, before the end of the period of six months starting with the day on which a secure contract (“the first contract”) ends –
 - (a) the contract-holder under the first contract becomes a contract-holder under another secure contract (“the second contract”), and
 - (b) either the dwelling or the landlord are the same under the second contract as under the first contract.
- (8) If the contract-holder was a priority or reserve successor in relation to the first contract he or she is also such a successor in relation to the second contract, unless the second contract provides otherwise.

PENNOD 9**CYDSYNIAD Y LANDLORD****84 Cydsyniad y landlord: rhesymoldeb**

- (1) Mae'r adran hon yn gymwys mewn perthynas ag unrhyw un neu ragor o delerau contract meddiannaeth nad yw ond yn caniatáu i rywbeth gael ei wneud â chydsyniad y landlord.
- (2) Ni chaiff y landlord –
 - (a) gwrthod cydsyniad yn afresymol, na
 - (b) cydsynio yn ddarostyngedig i amodau afresymol.
- (3) Rhaid i gais am gydsyniad y landlord gael ei wneud mewn ysgrifen, ac mae cyfeiriadau yn yr adran hon at gais yn gyfeiriadau at gais ysgrifenedig.
- (4) Caiff y landlord ofyn am wybodaeth i'w alluogi i ymdrin â chais; ond ni chaiff y landlord wneud hynny ar ôl diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y gwneir y cais.
- (5) Os yw'r landlord yn gofyn am wybodaeth nad yw'n rhesymol iddo ofyn amdani, mae'r landlord i'w drin fel pe na bai wedi gofyn am yr wybodaeth honno.
- (6) Os nad yw'r landlord yn rhoi cydsyniad mewn ysgrifen nac yn gwrthod cydsyniad mewn ysgrifen cyn diwedd y cyfnod perthnasol, mae'r landlord i'w drin fel pe bai wedi cydsynio heb amodau.
- (7) Y cyfnod perthnasol yw'r cyfnod o fis sy'n dechrau ar ba un bynnag o'r canlynol sydd hwyraf –
 - (a) y diwrnod y gwneir y cais am gydsyniad, neu
 - (b) os yw'r landlord yn gofyn am wybodaeth yn unol ag is-adran (4), y diwrnod y darperir yr wybodaeth.
- (8) Os yw'r landlord yn cydsynio yn ddarostyngedig i amodau, rhaid i'r landlord roi hysbysiad ysgrifenedig o'r amodau i ddeiliad y contract ar yr un pryd ag y mae'n cydsynio; ac os nad yw'r landlord yn gwneud hynny, mae'r landlord i'w drin fel pe bai wedi cydsynio heb amodau.
- (9) Os yw'r landlord yn gwrthod cydsynio neu'n cydsynio yn ddarostyngedig i amodau, caiff y person a wnaeth y cais ofyn am ddatganiad ysgrifenedig o resymau'r landlord.
- (10) Os nad yw'r landlord yn rhoi datganiad ysgrifenedig o'r rhesymau cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y gofynnir am y datganiad, mae'r landlord i'w drin fel pe bai wedi cydsynio heb amodau.

85 Cais i'r llys yn ymwneud â chydsyniad

- (1) Mae'r adran hon yn gymwys pan fo'r landlord, o dan adran 84, yn rhoi datganiad ysgrifenedig o resymau dros wrthod cydsynio neu dros gydsynio yn ddarostyngedig i amodau.
- (2) Caiff y person a wnaeth y cais am gydsyniad wneud cais i'r llys ar y sail –
 - (a) ei bod yn afresymol bod y landlord wedi gwrthod cydsynio, neu

CHAPTER 9

LANDLORD'S CONSENT

84 Landlord's consent: reasonableness

- (1) This section applies in relation to any term of an occupation contract which permits something to be done only with the landlord's consent.
- (2) The landlord may not –
 - (a) unreasonably refuse consent, or
 - (b) consent subject to unreasonable conditions.
- (3) A request for the landlord's consent must be made in writing, and references in this section to a request are to a written request.
- (4) The landlord may ask for information to enable the landlord to deal with a request; but the landlord may not do so after the end of the period of 14 days starting with the day on which the request is made.
- (5) If the landlord asks for information which it is not reasonable to ask for, the landlord is to be treated as not having asked for that information.
- (6) If the landlord does not give or refuse consent in writing before the end of the relevant period, the landlord is to be treated as having consented without conditions.
- (7) The relevant period is the period of one month starting with the later of –
 - (a) the day on which the request for consent is made, or
 - (b) if the landlord asks for information in accordance with subsection (4), the day on which the information is provided.
- (8) If the landlord consents subject to conditions, the landlord must give the contract-holder written notice of the conditions at the same time that consent is given; and if the landlord does not do so, the landlord is to be treated as having consented without conditions.
- (9) If the landlord refuses consent or consents subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons.
- (10) If the landlord does not give a written statement of reasons before the end of the period of one month starting with the day on which the statement is asked for, the landlord is to be treated as having consented without conditions.

85 Application to court relating to consent

- (1) This section applies where under section 84 the landlord gives a written statement of reasons for refusing consent or consenting subject to conditions.
- (2) The person who made the request for consent may apply to the court on the ground that –
 - (a) the landlord's refusal of consent is unreasonable, or

- (b) bod un neu ragor o'r amodau a osodwyd yn afresymol.
- (3) Os yw'r llys yn fodlon bod y sail yn is-adran (2)(a) wedi ei phrofi caiff ddatgan bod y landlord wedi gwrthod cydsyniad yn afresymol, a chaiff hefyd –
 - (a) datgan bod y landlord i'w drin fel pe bai wedi cydsynio heb amodau, neu
 - (b) cyfarwyddo'r landlord i ailystyried y cais am gydsyniad.
- (4) Os yw'r llys yn fodlon bod y sail yn is-adran (2)(b) wedi ei phrofi caiff ddatgan bod un neu ragor o'r amodau yn afresymol, a chaiff hefyd –
 - (a) datgan bod y landlord i'w drin fel pe bai wedi cydsynio heb amodau neu'n ddarostyngedig i'r amodau hynny nas datganwyd yn afresymol, neu
 - (b) cyfarwyddo'r landlord i ailystyried y cais am gydsyniad.
- (5) Os yw'r llys yn gwneud datganiad o dan is-adran (3) neu (4) caiff wneud unrhyw orchymyn arall y mae'n ei ystyried yn briodol.

86 Cydsyniad y landlord: amseriad

- (1) Os yw teler mewn contract meddiannaeth yn caniatáu i rywbeth gael ei wneud gyda chydsyniad y landlord, caiff y landlord gydsynio ar ôl i'r peth gael ei wneud.
- (2) Ond nid yw hyn yn gymwys i –
 - (a) adran 49 (ychwanegu cyd-ddeiliad contract), neu
 - (b) unrhyw deler o'r contract meddiannaeth sy'n caniatáu trosglwyddo'r contract, neu drosglwyddo hawliau a rhwymedigaethau cyd-ddeiliad contract o dan y contract.

PENNOD 10

DIGOLLEDU

87 Digolledu oherwydd methiannau yn ymwneud â darparu datganiadau ysgrifenedig etc.

- (1) Mae'r adrannau canlynol yn nodi'r amgylchiadau y gall landlord ddod yn atebol i dalu tâl digolledu o dan yr adran hon –
 - (a) adran 35 (methiant i ddarparu datganiad ysgrifenedig o dan adran 31);
 - (b) adran 36 (darparu datganiad ysgrifenedig anghyflawn);
 - (c) adran 37 (darparu datganiad ysgrifenedig anghywir);
 - (d) adran 40 (methiant i ddarparu gwybodaeth am y landlord o dan adran 39);
 - (e) adran 110 (methiant i ddarparu datganiad ysgrifenedig ynghylch amrywio contract diogel);
 - (f) adran 129 (methiant i ddarparu datganiad ysgrifenedig ynghylch amrywio contract safonol cyfnodol);
 - (g) adran 137 (methiant i ddarparu datganiad ysgrifenedig ynghylch amrywio contract safonol cyfnod penodol).

- (b) one or more of the conditions imposed is unreasonable.
- (3) If the court is satisfied that the ground in subsection (2)(a) is made out it may declare that the landlord unreasonably refused consent, and may also—
 - (a) declare that the landlord is to be treated as having consented without conditions, or
 - (b) direct the landlord to reconsider the request for consent.
- (4) If the court is satisfied that the ground in subsection (2)(b) is made out it may declare that one or more of the conditions imposed is unreasonable, and may also—
 - (a) declare that the landlord is to be treated as having consented without conditions or subject to those conditions that were not declared unreasonable, or
 - (b) direct the landlord to reconsider the request for consent.
- (5) If the court makes a declaration under subsection (3) or (4) it may make any other order it thinks fit.

86 Landlord’s consent: timing

- (1) Where a term of an occupation contract permits something to be done with the landlord’s consent, the landlord may give consent after the thing has been done.
- (2) But this does not apply to—
 - (a) section 49 (adding a joint contract-holder), or
 - (b) any term of the occupation contract permitting the transfer of the contract, or of a joint contract-holder’s rights and obligations under the contract.

CHAPTER 10

COMPENSATION

87 Compensation for failures relating to provision of written statements etc.

- (1) The following sections set out the circumstances in which a landlord may be liable to pay compensation under this section—
 - (a) section 35 (failure to provide a written statement under section 31);
 - (b) section 36 (providing an incomplete written statement);
 - (c) section 37 (providing an incorrect written statement);
 - (d) section 40 (failure to provide information under section 39);
 - (e) section 110 (failure to provide written statement of variation of secure contract);
 - (f) section 129 (failure to provide written statement of variation of periodic standard contract);
 - (g) section 137 (failure to provide written statement of variation of fixed term standard contract).

- (2) Pan fo'r landlord o dan gontract meddiannaeth yn atebol i dalu tâl digolledu i ddeiliad y contract o dan yr adran hon, mae swm y tâl digolledu sy'n daladwy ar gyfer diwrnod penodol yn gyfwerth â swm y rhent sy'n daladwy o dan y contract ar gyfer y diwrnod hwnnw.
- (3) Os yw'r contract yn darparu bod rhent i'w dalu ar gyfer cyfnodau heblaw diwrnod, swm y rhent sy'n daladwy ar gyfer un diwrnod yw'r gyfran briodol o'r rhent sy'n daladwy ar gyfer y cyfnod y mae'r diwrnod hwnnw'n perthyn iddo.
- (4) Os yw tâl digolledu yn daladwy oherwydd adran 35, 110, 129 neu 137 (methiant i ddarparu datganiad) caiff deiliad y contract wneud cais i'r llys am orchymyn sy'n cynyddu swm y tâl digolledu ar y sail fod methiant y landlord i ddarparu datganiad ysgrifenedig yn fwriadol.
- (5) Os yw tâl digolledu yn daladwy oherwydd adran 36 neu 37 (datganiad anghyflawn neu anghywir), caiff deiliad y contract wneud cais i'r llys am orchymyn sy'n cynyddu swm y tâl digolledu.
- (6) Os gwneir cais o dan is-adran (4) neu (5), caiff y llys gynyddu swm y tâl digolledu sy'n daladwy ar gyfer diwrnod penodol o unrhyw ganran sy'n briodol yn ei farn, heb fod yn fwy na 100 y cant.

88 Yr hawl i osod yn erbyn

- (1) Os yw'r landlord o dan gontract meddiannaeth yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87, caiff deiliad y contract osod yr atebolrwydd hwnnw yn erbyn rhent.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

RHAN 4

CYFLWR ANHEDDAU

PENNOD 1

RHAGARWEINIAD

89 Cymhwyso'r Rhan

- (1) Mae Pennod 2 yn gymwys mewn perthynas â phob contract diogel, pob contract safonol cyfnodol a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd (gweler adran 90).
- (2) Mae Pennod 3 yn gymwys mewn perthynas â phob contract meddiannaeth.

90 Contractau safonol cyfnod penodol: canfod hyd y cyfnod

- (1) Mae'r adran hon yn gymwys at ddibenion canfod am ba hyd y gwneir contract safonol cyfnod penodol.
- (2) Os yw contract safonol cyfnod penodol yn denantiaeth, mae i'w drin fel pe bai wedi ei wneud am gyfnod sy'n dechrau pan gafodd y denantiaeth ei rhoi.

- (2) Where the landlord under an occupation contract is liable to pay compensation to the contract-holder under this section, the amount of compensation payable in respect of a particular day is equivalent to the amount of rent payable under the contract in respect of that day.
- (3) If the contract provides for rent to be paid in respect of periods other than a day, the amount of rent payable in respect of a single day is the appropriate proportion of the rent payable in respect of the period in which that day falls.
- (4) If compensation is payable because of section 35, 110, 129 or 137 (failure to provide statement), the contract-holder may apply to the court for an order increasing the amount of the compensation on the ground that the landlord's failure to provide a written statement was intentional.
- (5) If compensation is payable because of section 36 or 37 (incomplete or incorrect statement), the contract-holder may apply to the court for an order increasing the amount of the compensation.
- (6) On an application under subsection (4) or (5) the court may increase the amount of the compensation payable in respect of a particular day by such percentage, not exceeding 100 per cent, as it thinks fit.

88 Right of set off

- (1) If the landlord under an occupation contract is liable to pay the contract-holder compensation under section 87, the contract-holder may set off that liability against rent.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

PART 4

CONDITION OF DWELLING

CHAPTER 1

INTRODUCTORY

89 Application of Part

- (1) Chapter 2 applies to all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years (see section 90).
- (2) Chapter 3 applies to all occupation contracts.

90 Fixed term standard contracts: determining the length of term

- (1) This section applies for the purpose of determining the term for which a fixed term standard contract is made.
- (2) If a fixed term standard contract is a tenancy, it is to be treated as made for a term commencing with the grant of the tenancy.

- (3) Os yw contract safonol cyfnod penodol yn drwydded, mae i'w drin fel pe bai wedi ei wneud am gyfnod sy'n dechrau â dyddiad meddiannu'r contract.
- (4) Mae contract safonol cyfnod penodol i'w drin fel pe bai wedi ei wneud am gyfnod o lai na saith mlynedd os yw'n opsiwn i'r landlord ei derfynu cyn diwedd y cyfnod o saith mlynedd sy'n dechrau pan fydd cyfnod y contract yn dechrau.
- (5) Os yw contract safonol cyfnod penodol yn rhoi opsiwn i ddeiliad y contract adnewyddu'r contract am gyfnod a fyddai, o'i gyfuno â chyfnod gwreiddiol y contract, yn dod i saith mlynedd neu ragor, nid yw i'w drin fel pe bai wedi ei wneud am gyfnod o lai na saith mlynedd (oni bai bod is-adran (4) yn gymwys).

PENNOD 2

CYFLWR ANHEDDAU

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT DIOGEL, POB CONTRACT SAFONOL CYFNODOL A PHOB CONTRACT SAFONOL CYFNOD PENODOL A WNEIR AM GYFNOD O LAI NA SAITH MLYNEDD)

Rhwymedigaethau'r landlord o ran cyflwr annedd

91 Rhwymedigaeth y landlord: annedd ffit i bobl fyw ynddi

- (1) Rhaid i'r landlord o dan gontract diogel, contract safonol cyfnodol neu gontract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd sicrhau bod yr annedd yn ffit i bobl fyw ynddi –
 - (a) ar ddyddiad meddiannu'r contract, a
 - (b) tra pery'r contract.
- (2) Mae'r cyfeiriad at yr annedd yn is-adran (1) yn cynnwys, os yw'r annedd yn ffurfio rhan yn unig o adeilad, strwythur yr adeilad a'r tu allan i'r adeilad, ynghyd â'r rhannau cyffredin.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

92 Rhwymedigaeth y landlord i gadw annedd mewn cyflwr da

- (1) Rhaid i'r landlord o dan gontract diogel, contract safonol cyfnodol neu gontract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd –
 - (a) cadw'r strwythur a'r tu allan i'r annedd (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
 - (b) cadw'r gosodiadau gwasanaeth yn yr annedd mewn cyflwr da ac yn gweithio'n iawn.
- (2) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, rhaid i'r landlord –
 - (a) cadw'r strwythur a'r tu allan i unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a

- (3) If a fixed term standard contract is a licence, it is to be treated as made for a term commencing with the occupation date of the contract.
- (4) A fixed term standard contract is to be treated as made for a term of less than seven years if it is determinable at the option of the landlord before the end of the period of seven years starting with the commencement of the term.
- (5) If a fixed term standard contract confers on the contract-holder an option for renewal for a term which, together with the original term, amounts to seven years or more, it is not to be treated as made for a term of less than seven years (unless subsection (4) applies).

CHAPTER 2

CONDITION OF DWELLING

(THIS CHAPTER APPLIES TO ALL SECURE CONTRACTS, ALL PERIODIC STANDARD CONTRACTS, AND ALL FIXED TERM STANDARD CONTRACTS MADE FOR A TERM OF LESS THAN SEVEN YEARS)

Landlord's obligations as to condition of dwelling

91 Landlord's obligation: fitness for human habitation

- (1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation—
 - (a) on the occupation date of the contract, and
 - (b) for the duration of the contract.
- (2) The reference in subsection (1) to the dwelling includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

92 Landlord's obligation to keep dwelling in repair

- (1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must—
 - (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
 - (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the 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) cadw unrhyw osodiadau gwasanaeth sy'n gwasanaethu'r annedd yn uniongyrchol neu'n anuniongyrchol, ac sydd naill ai –
 - (i) yn ffurfio rhan o unrhyw ran o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, neu
 - (ii) yn eiddo i'r landlord neu o dan reolaeth y landlord, mewn cyflwr da ac yn gweithio'n iawn.
- (3) Y safon sy'n ofynnol yn ôl is-adrannau (1) a (2), o ran cyflwr yr annedd, yw'r hyn sy'n rhesymol o ystyried oed a chymeriad yr annedd, a'r cyfnod y mae'r annedd yn debygol o fod ar gael i'w meddiannu fel cartref.
- (4) Yn y Rhan hon, ystyr "gosodiad gwasanaeth" yw gosodiad i gyflenwi dŵr, nwy neu drydan, ar gyfer glanweithdra, i gynhesu lle neu i gynhesu dŵr.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

93 Rhwymedigaethau o dan adrannau 91 a 92: atodol

- (1) Rhaid i'r landlord unioni unrhyw ddifrod a achosir gan waith ac atgyweiriadau a wneir er mwyn cydymffurfio â rhwymedigaethau'r landlord o dan adran 91 neu 92.
- (2) Ni chaiff y landlord osod unrhyw rwymedigaeth ar ddeiliad y contract os bydd deiliad y contract yn gorfodi neu'n dibynnu ar rwymedigaethau'r landlord o dan adran 91 neu 92.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

94 Penderfynu a yw annedd yn ffit i bobl fyw ynddi

- (1) Rhaid i Weinidogion Cymru ragnodi materion ac amgylchiadau y mae'n rhaid rhoi sylw iddynt wrth benderfynu, at ddibenion adran 91(1), a yw annedd yn ffit i bobl fyw ynddi ai peidio.
- (2) Wrth arfer y pŵer yn is-adran (1), caiff Gweinidogion Cymru ragnodi materion ac amgylchiadau –
 - (a) drwy gyfeirio at unrhyw reoliadau a wneir gan Weinidogion Cymru o dan adran 2 o Ddeddf Tai 2004 (p. 34) (ystyr perygl categori 1 ("category 1 hazard") a pherygl categori 2 ("category 2 hazard"));
 - (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.

- (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.
- (3) The standard of repair required by subsections (1) and (2) is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
- (4) In this Part, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

93 Obligations under sections 91 and 92: supplementary

- (1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under section 91 or 92.
- (2) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder's enforcing or relying on the landlord's obligations under section 91 or 92.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

94 Determination of fitness for human habitation

- (1) The Welsh Ministers must prescribe matters and circumstances to which regard must be had when determining, for the purposes of section 91(1), whether a dwelling is fit for human habitation.
- (2) In exercising the power in subsection (1), the Welsh Ministers may prescribe matters and circumstances –
 - (a) by reference to any regulations made by the Welsh Ministers under section 2 of the Housing Act 2004 (c. 34) (meaning of "category 1 hazard" and "category 2 hazard");
 - (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.

*Cyfyngiadau ar rwymedigaethau'r landlord o dan y Bennod hon***95 Cyfyngiadau ar adrannau 91 a 92: cyffredinol**

- (1) Nid yw adran 91(1) yn gosod unrhyw atebolrwydd ar landlord mewn perthynas ag annedd nad yw'r landlord yn gallu ei gwneud yn ffit i bobl fyw ynddi am gost resymol.
- (2) Nid yw adrannau 91(1) a 92(1) yn ei gwneud yn ofynnol i'r landlord—
 - (a) cadw mewn cyflwr da unrhyw beth y mae gan ddeiliad y contract hawl mynd ag ef o'r annedd, na
 - (b) ailadeiladu neu adfer cyflwr yr annedd neu unrhyw ran ohoni, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.
- (3) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, nid yw adrannau 91(1) a 92(2) yn ei gwneud yn ofynnol i'r landlord ailadeiladu nac adfer cyflwr unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.
- (4) Tân, storm, llifogydd neu unrhyw ddamwain anochel arall yw'r achosion perthnasol.
- (5) Nid yw adran 92(2) yn ei gwneud yn ofynnol i'r landlord wneud gwaith nac atgyweiriadau oni bai bod y methiant i gadw mewn cyflwr da, neu'r methiant i gadw mewn cyflwr sy'n gweithio'n iawn, yn effeithio ar fwynhad deiliad y contract—
 - (a) o'r annedd, neu
 - (b) o'r rhannau cyffredin y mae gan ddeiliad y contract hawl i'w defnyddio o dan y contract meddiannaeth.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

96 Cyfyngiadau ar adrannau 91 a 92: bai deiliad y contract

- (1) Nid yw adran 91(1) yn gosod unrhyw atebolrwydd ar y landlord os nad yw'r annedd yn ffit i bobl fyw ynddi yn llwyr neu'n bennaf oherwydd gweithred neu anwaith (gan gynnwys gweithred neu anwaith sy'n gyfystyr â diffyg gofal) ar ran deiliad y contract neu feddiannydd a ganiateir i feddiannu'r annedd.
- (2) Nid oes rhwymedigaeth ar y landlord yn sgil adran 92(1) na (2) i wneud gwaith nac atgyweiriadau os gellir priodoli'r methiant i gadw mewn cyflwr da, neu fethiant gosodiad gwasanaeth i weithio, yn llwyr neu'n bennaf i ddiffyg gofal ar ran deiliad y contract neu feddiannydd a ganiateir i feddiannu'r annedd.
- (3) Ystyr "diffyg gofal" yw methu â gofalu'n briodol—
 - (a) am yr annedd, neu
 - (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gan ddeiliad y contract hawl i'w defnyddio o dan y contract meddiannaeth.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

*Limits on landlord's obligations under this Chapter***95 Limits on sections 91 and 92: general**

- (1) Section 91(1) does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) Sections 91(1) and 92(1) do not require the landlord—
 - (a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or
 - (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.
- (3) If the dwelling forms part only of a building, sections 91(1) and 92(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
- (4) Relevant causes are fire, storm, flood or other inevitable accident.
- (5) Section 92(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of—
 - (a) the dwelling, or
 - (b) the common parts that the contract-holder is entitled to use under the occupation contract.
- (6) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

96 Limits on sections 91 and 92: contract-holder's fault

- (1) Section 91(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) of the contract-holder or a permitted occupier of the dwelling.
- (2) The landlord is not obliged by section 92(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.
- (3) "Lack of care" means a failure to take proper care—
 - (a) of the dwelling, or
 - (b) if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

97 Cyfyngiadau ar adrannau 91 a 92: hysbysiad

- (1) Nid yw rhwymedigaethau'r landlord o dan adrannau 91(1)(b) a 92(1) a (2) yn codi hyd nes bod y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) yn dod i wybod bod angen gwaith neu atgyweiriadau.
- (2) Mae'r landlord yn cydymffurfio â'r rhwymedigaethau o dan y darpariaethau hynny os yw'n gwneud y gwaith neu'r atgyweiriadau angenrheidiol o fewn cyfnod rhesymol ar ôl y diwrnod y daw'r landlord i wybod bod ei angen neu eu hangen.
- (3) Mae is-adran (4) yn gymwys—
 - (a) os yw'r landlord (yr "hen landlord") yn trosglwyddo buddiant yr hen landlord yn yr annedd i berson arall (y "landlord newydd"), a
 - (b) os yw'r hen landlord (neu os dau neu ragor o bersonau ar y cyd yw'r hen landlord, unrhyw un ohonynt) yn gwybod cyn dyddiad y trosglwyddiad bod gwaith neu atgyweiriadau'n angenrheidiol er mwyn cydymffurfio ag adran 91(1) neu 92(1) neu (2).
- (4) Mae'r landlord newydd i'w drin fel pe bai'n dod i wybod bod angen y gwaith hwnnw neu'r atgyweiriadau hynny ar ddyddiad y trosglwyddiad, ond nid cyn hynny.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

Mynediad i anheddau a hawliau meddianwyr a ganiateir

98 Hawl y landlord i fynd i'r annedd

- (1) Caiff y landlord fynd i'r annedd ar unrhyw adeg resymol at ddiben—
 - (a) arolygu ei stad ac arolygu a yw mewn cyflwr da, neu
 - (b) gwneud gwaith neu atgyweiriadau y mae angen ei wneud neu eu gwneud er mwyn cydymffurfio ag adran 91 neu 92.
- (2) Rhaid i'r landlord roi o leiaf 24 awr o rybudd i ddeiliad y contract cyn arfer yr hawl honno.
- (3) Mae is-adran (4) yn gymwys—
 - (a) pan fo'r annedd yn ffurfio rhan o adeilad yn unig, a
 - (b) os oes angen i'r landlord wneud gwaith neu atgyweiriadau mewn rhan arall o'r adeilad er mwyn cydymffurfio ag adran 91 neu 92.
- (4) Nid yw'r landlord yn atebol am fethu â chydymffurfio ag adran 91 neu 92 os nad oes gan y landlord hawliau digonol dros y rhan arall honno o'r adeilad i allu gwneud y gwaith neu'r atgyweiriadau, ac os nad oedd yn gallu cael yr hawliau hynny ar ôl gwneud ymdrech resymol i'w cael.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

97 Limits on sections 91 and 92: notice

- (1) The landlord's obligations under sections 91(1)(b) and 92(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- (2) The landlord complies with the obligations under those provisions if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- (3) Subsection (4) applies if –
 - (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
 - (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with section 91(1) or 92(1) or (2).
- (4) The new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

*Access to dwellings and rights of permitted occupiers***98 Landlord's right to access dwelling**

- (1) The landlord may enter the dwelling at any reasonable time for the purpose of –
 - (a) inspecting its condition and state of repair, or
 - (b) carrying out works or repairs needed in order to comply with section 91 or 92.
- (2) The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.
- (3) Subsection (4) applies where –
 - (a) the dwelling forms part only of a building, and
 - (b) in order to comply with section 91 or 92 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with section 91 or 92 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

99 Hawliau meddiannwyr a ganiateir i orfodi'r Bennod

- (1) Caiff meddiannydd a ganiateir sy'n cael anaf personol, neu'n dioddef colled neu ddifrod i eiddo personol o ganlyniad i fethiant y landlord i gydymffurfio ag adran 91 neu 92, orfodi'r adran berthnasol yn ei hawl ei hun drwy ddod ag achos mewn cysylltiad â'r anaf, y golled neu'r difrod.
- (2) Ond os yw meddiannydd a ganiateir yn lletywr neu'n isddeiliad, ni chaiff wneud hynny oni chaniateir i'r lletywr fyw yn yr annedd, neu oni wneir y contract isfeddiannaeth, yn unol â'r contract meddiannaeth.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel, pob contract safonol cyfnodol, a phob contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd.

PENNOD 3**AMRYWIOL**

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

100 Cyflawni rhwymedigaethau atgyweirio yn llythrennol

- (1) Mewn unrhyw achos am dorri rhwymedigaeth atgyweirio o dan contract meddiannaeth, caiff y llys orchymyn bod y rhwymedigaeth yn cael ei chyflawni'n llythrennol er gwaethaf unrhyw reol ecwitiol sy'n cyfyngu ar argaeledd y rhwymedi hwnnw.
- (2) Y rhwymedigaethau atgyweirio yw –
 - (a) rhwymedigaethau i atgyweirio unrhyw eiddo (neu i gadw eiddo mewn cyflwr da neu sicrhau ei fod ar gael mewn cyflwr da), neu i'w gynnal, ei adnewyddu, ei adeiladu neu ei amnewid, a
 - (b) rhwymedigaethau i gadw unrhyw annedd mewn cyflwr ffit i bobl fyw ynddi sut bynnag y mynegir hynny,

ac maent yn cynnwys rhwymedigaethau'r landlord o dan adrannau 91 a 92.

101 Gwast ac ymddwyn fel tenant

- (1) Nid yw deiliad y contract o dan contract meddiannaeth yn atebol am unrhyw wast o ran yr annedd.
- (2) Nid yw'r rheol gyfreithiol bod dyletswydd oblygedig ar denant i ymddwyn fel tenant wrth ddefnyddio annedd sydd ar les (yn yr ystyr sydd i "tenant-like user" yn ôl y gyfraith gyffredin) yn gymwys i ddeiliad contract os yw'r denantiaeth yn contract meddiannaeth.

99 Rights of permitted occupiers to enforce Chapter

- (1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with section 91 or 92 may enforce the section in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with the occupation contract.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, periodic standard contracts, and fixed term standard contracts made for a term of less than seven years.

CHAPTER 3

MISCELLANEOUS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

100 Specific performance

- (1) In any proceedings for breach of a repairing obligation under an occupation contract, the court may order specific performance of the obligation despite any equitable rule limiting the availability of that remedy.
- (2) Repairing obligations are –
 - (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and
 - (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92.

101 Waste and tenant-like user

- (1) The contract-holder under an occupation contract is not liable for waste in respect of the dwelling.
- (2) The rule of law under which a tenant has an implied duty to use demised premises in a tenant-like manner does not apply to a contract-holder if the tenancy is an occupation contract.

RHAN 5**DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU DIOGEL****PENNOD 1****TROSOLWG****102 Trosolwg o'r Rhan**

- (1) Nid yw Penodau 1 i 5 o'r Rhan hon ond yn gymwys i gontractau diogel, ac maent yn ymwneud ag—
 - (a) amrywio contractau diogel,
 - (b) cyd-ddeiliaid contract yn tynnu'n ôl,
 - (c) delio (hynny yw, cymryd lletywr a throsglwyddo'r contract), a
 - (d) arddodi contractau safonol ymddygiad gwaharddedig (pan fo'r landlord yn landlord cymunedol neu'n elusen gofrestedig).
- (2) Mae Pennod 6 yn cynnwys darpariaeth sylfaenol ynghylch trosglwyddo contract diogel i berson sy'n ddeiliad contract o dan gontract diogel arall; mae'r ddarpariaeth sylfaenol hon yn gymwys i gontractau diogel y mae'r landlord oddi tanynt yn landlord cymunedol.

PENNOD 2**AMRYWIO CONTRACTAU****103 Amrywio**

- (1) Ni chaniateir amrywio contract diogel ac eithrio—
 - (a) yn unol ag adrannau 104 i 107, neu
 - (b) drwy neu o ganlyniad i ddeddfiad.
- (2) Rhaid i unrhyw amrywiad a wneir i gontract diogel (ac eithrio drwy neu o ganlyniad i unrhyw ddeddfiad) fod yn unol ag adran 108.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel; mae adran 20 yn darparu—
 - (a) bod rhaid ymgorffori is-adrannau (1)(b) a (2) o'r adran hon, a
 - (b) na chaniateir ymgorffori is-adrannau (1)(b) a (2) o'r adran hon ynghyd ag addasiadau iddynt.

104 Amrywio'r rhent

- (1) Caiff y landlord amrywio'r rhent sy'n daladwy o dan gontract diogel drwy roi hysbysiad i ddeiliad y contract yn nodi rhent newydd sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.
- (2) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract a'r dyddiad a bennir fod yn llai na dau fis.

PART 5

PROVISIONS APPLYING ONLY TO SECURE CONTRACTS

CHAPTER 1

OVERVIEW

102 Overview of Part

- (1) Chapters 1 to 5 of this Part apply only to secure contracts, and address –
 - (a) variation of secure contracts,
 - (b) withdrawal of joint contract-holders,
 - (c) dealing (that is, taking a lodger and transferring the contract), and
 - (d) the imposition of prohibited conduct standard contracts (where the landlord is a community landlord or registered charity).
- (2) Chapter 6 contains a fundamental provision about transfer of a secure contract to a person who is a contract-holder under another secure contract; this fundamental provision is applicable to secure contracts under which the landlord is a community landlord.

CHAPTER 2

VARIATION OF CONTRACTS

103 Variation

- (1) A secure contract may not be varied except –
 - (a) in accordance with sections 104 to 107, or
 - (b) by or as a result of an enactment.
- (2) A variation of a secure contract (other than by or as a result of any enactment) must be in accordance with section 108.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts; section 20 provides that subsections (1)(b) and (2) of this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

104 Variation of rent

- (1) The landlord may vary the rent payable under a secure contract by giving the contract-holder a notice setting out a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.

- (3) Yn ddarostyngedig i hynny –
 - (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
 - (b) ni chaiff hysbysiaidau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd rhent newydd effaith ddiwethaf.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel y mae rhent yn daladwy oddi tano.

105 Amrywio cydnabyddiaeth arall

- (1) Pan fo cydnabyddiaeth heblaw rhent yn daladwy o dan contract diogel, caniateir amrywio swm y gydnabyddiaeth –
 - (a) drwy gytundeb rhwng y landlord a deiliad y contract, neu
 - (b) gan y landlord yn unol ag is-adrannau (2) i (4).
- (2) Caiff y landlord roi hysbysiad i ddeiliad y contract sy'n nodi swm newydd o gydnabyddiaeth sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.
- (3) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract a'r dyddiad a bennir fod yn llai na dau fis.
- (4) Yn ddarostyngedig i hynny –
 - (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
 - (b) ni chaiff hysbysiaidau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd swm newydd o gydnabyddiaeth effaith ddiwethaf.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel y mae cydnabyddiaeth heblaw rhent yn daladwy oddi tano.

106 Amrywio telerau sylfaenol

- (1) Caniateir amrywio unrhyw un o delerau sylfaenol contract diogel drwy gytundeb rhwng y landlord a deiliad y contract (yn ddarostyngedig i adran 108).
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

107 Amrywio telerau atodol a thelerau ychwanegol

- (1) Caniateir amrywio unrhyw un o delerau atodol neu delerau ychwanegol contract diogel (yn ddarostyngedig i adran 108) –
 - (a) drwy gytundeb rhwng y landlord a deiliad y contract, neu
 - (b) wrth i'r landlord roi hysbysiad amrywio i ddeiliad y contract.
- (2) Cyn rhoi hysbysiad amrywio rhaid i'r landlord roi hysbysiad rhagarweiniol i ddeiliad y contract –
 - (a) yn hysbysu deiliad y contract fod y landlord yn bwriadu rhoi hysbysiad amrywio,
 - (b) yn nodi'r amrywiad arfaethedig ac yn hysbysu deiliad y contract o'i natur a'i effaith, ac

- (3) Subject to that—
 - (a) the first notice may specify any date, and
 - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts under which rent is payable.

105 Variation of other consideration

- (1) Where consideration other than rent is payable under a secure contract, the amount of consideration may be varied—
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by the landlord in accordance with subsections (2) to (4).
- (2) The landlord may give the contract-holder a notice setting out a new amount of consideration to take effect on the date specified in the notice.
- (3) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (4) Subject to that—
 - (a) the first notice may specify any date, and
 - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts under which consideration other than rent is payable.

106 Variation of fundamental terms

- (1) A fundamental term of a secure contract may be varied by agreement between the landlord and the contract-holder (subject to section 108).
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

107 Variation of supplementary and additional terms

- (1) A supplementary or additional term of a secure contract may be varied (subject to section 108)—
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by the landlord giving a notice of variation to the contract-holder.
- (2) Before giving a notice of variation the landlord must give the contract-holder a preliminary notice—
 - (a) informing the contract-holder that the landlord intends to give a notice of variation,
 - (b) specifying the proposed variation and informing the contract-holder of its nature and effect, and

- (c) yn gwahodd deiliad y contract i roi sylwadau ar yr amrywiad arfaethedig o fewn y cyfnod a bennir yn yr hysbysiad.
- (3) Rhaid i'r cyfnod a bennir roi cyfle rhesymol i ddeiliad y contract wneud sylwadau.
- (4) Rhaid i'r hysbysiad amrywio bennu'r amrywiad y mae'n rhoi effaith iddo a'r dyddiad y mae'r amrywiad yn cael effaith.
- (5) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad amrywio i ddeiliad y contract a'r dyddiad y mae'r amrywiad yn cael effaith fod yn llai na mis.
- (6) Wrth roi hysbysiad amrywio rhaid i'r landlord hefyd roi i ddeiliad y contract unrhyw wybodaeth y mae'r landlord yn ei hystyried yn angenrheidiol er mwyn hysbysu deiliad y contract o natur ac effaith yr amrywiad.
- (7) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

108 Cyfyngiad ar amrywio

- (1) Ni chaniateir amrywio unrhyw un o delerau sylfaenol contract diogel sy'n ymgorffori unrhyw un o'r darpariaethau sylfaenol y mae is-adran (2) yn gymwys iddynt (ac eithrio drwy neu o ganlyniad i ddeddfiad).
- (2) Mae'r is-adran hon yn gymwys i'r darpariaethau sylfaenol a ganlyn—
- (a) adran 103(1)(b) a (2) a'r adran hon,
 - (b) adran 45 (gofyniad i ddefnyddio cynllun blaendal),
 - (c) adran 52 (cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth),
 - (d) adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
 - (e) adran 148 (terfynu a ganiateir),
 - (f) adran 149 (hawliadau meddiant),
 - (g) adran 155 (marwolaeth unig ddeiliad contract), ac
 - (h) adran 158 (sicrhau contract drwy ddatganiad ffug).
- (3) Nid yw amrywiad i unrhyw deler sylfaenol arall (ac eithrio drwy neu o ganlyniad i ddeddfiad) yn cael unrhyw effaith—
- (a) oni bai, o ganlyniad i'r amrywiad—
 - (i) y byddai'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori heb ei haddasu, neu
 - (ii) 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;
 - (b) pe byddai'r amrywiad (boed o fewn paragraff (a) ai peidio) yn golygu bod y telor sylfaenol yn anghydnaws â theler sylfaenol sy'n ymgorffori darpariaeth sylfaenol y mae is-adran (2) yn gymwys iddi.

- (c) inviting the contract-holder to comment on the proposed variation within the time specified in the notice.
- (3) The specified time must give the contract-holder a reasonable opportunity to comment.
- (4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.
- (5) The period between the day on which the notice of variation is given to the contract-holder and the date on which the variation takes effect may not be less than one month.
- (6) When giving a notice of variation the landlord must also provide the contract-holder with such information as the landlord considers necessary to inform the contract-holder of the nature and effect of the variation.
- (7) This section is a fundamental provision which is incorporated as a term of all secure contracts.

108 **Limitation on variation**

- (1) A fundamental term of a secure contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions –
 - (a) section 103(1)(b) and (2) and this section,
 - (b) section 45 (requirement to use deposit scheme),
 - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
 - (d) section 55 (anti-social behaviour and other prohibited conduct),
 - (e) section 148 (permissible termination),
 - (f) section 149 (possession claims),
 - (g) section 155 (death of sole contract-holder), and
 - (h) section 158 (securing contract by use of false statement).
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect –
 - (a) unless as a result of the variation –
 - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (ii) the 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;
 - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.

- (4) Nid yw amrywiad i un o delerau contract diogel yn cael unrhyw effaith pe byddai'n golygu bod un neu ragor o delerau'r contract yn anghydnaws â theler sylfaenol (oni bai yr amrywir y teler sylfaenol hwnnw hefyd yn unol â'r adran hon mewn ffordd a fyddai'n osgoi'r anghydnawsedd).
- (5) Nid yw is-adran (4) yn gymwys i amrywiad a wneir drwy neu o ganlyniad i ddeddfiad.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel; mae adran 20 yn darparu –
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

109 Datganiad ysgrifenedig yn cofnodi amrywiad

- (1) Os yw contract diogel yn cael ei amrywio yn unol â'r contract neu drwy neu o ganlyniad i unrhyw ddeddfiad, rhaid i'r landlord, cyn diwedd y cyfnod perthnasol, roi i ddeiliad y contract –
 - (a) datganiad ysgrifenedig o'r teler neu'r telerau sy'n cael ei amrywio neu eu hamrywio, neu
 - (b) datganiad ysgrifenedig o'r contract meddiannaeth fel y'i hamrywiwyd,
 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).
- (2) Y cyfnod perthnasol yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod yr amrywir y contract.
- (3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan is-adran (1).
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

110 Methu â darparu datganiad ysgrifenedig etc.

- (1) Os yw'r landlord wedi methu â chydymffurfio â gofyniad o dan adran 109 mae'r landlord yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (2) Mae'r tâl digolledu yn daladwy mewn perthynas â'r dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol –
 - (a) hyd y diwrnod y mae'r landlord yn rhoi datganiad ysgrifenedig o'r teler neu'r telerau a amrywiwyd, neu o'r contract fel y'i hamrywiwyd, i ddeiliad y contract, neu
 - (b) os yw hynny'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.
- (3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi datganiad ysgrifenedig 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'r dyddiad yr amrywiwyd y contract.

- (4) A variation of a term of a secure contract is of no effect if it would render any term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all secure contracts; section 20 provides that this section—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

109 Written statement of variation

- (1) If a secure contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the occupation contract as varied,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).
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts.

110 Failure to provide written statement etc.

- (1) If the landlord fails to comply with a requirement under section 109 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
 - (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement 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 day on which the contract was varied.

- (6) Nid yw is-adrannau (1) i (5) yn gymwys os gellir priodoli methiant y landlord i gydymffurfio â'r gofyniad i weithred neu anwaith ar ran deiliad y contract.
- (7) Os, o dan adran 109, yw'r landlord yn rhoi datganiad ysgrifenedig o'r contract fel y'i hamrywiwyd i ddeiliad y contract, mae adrannau 36 a 37 (datganiadau anghyflawn ac anghywir) yn gymwys i'r datganiad fel pe bai cyfeiriadau yn yr adrannau hynny at y dyddiad perthnasol yn gyfeiriadau at y diwrnod yr amrywiwyd y contract.

PENNOD 3

CYD-DDEILIAID CONTRACT: TYNNU'N ÔL

111 Tynnu'n ôl

- (1) Caniateir i gyd-ddeiliad contract o dan gontract diogel dynnu'n ôl o'r contract drwy roi hysbysiad ("hysbysiad tynnu'n ôl") i'r landlord.
- (2) Rhaid i'r hysbysiad tynnu'n ôl bennu'r dyddiad y mae cyd-ddeiliad y contract yn bwriadu peidio â bod yn barti i'r contract (y "dyddiad tynnu'n ôl").
- (3) Rhaid i ddeiliad y contract roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract pan fydd yn rhoi'r hysbysiad tynnu'n ôl i'r landlord; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.
- (4) Rhaid i'r landlord roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract cyn gynted ag y bo'n rhesymol ymarferol ar ôl i'r landlord dderbyn yr hysbysiad tynnu'n ôl; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.
- (5) Mae'r cyd-ddeiliad contract yn peidio â bod yn barti i'r contract ar y dyddiad tynnu'n ôl.
- (6) Mae hysbysiad a roddir i'r landlord gan un neu ragor (ond nid pob un) o gyd-ddeiliaid y contract sy'n honni ei fod yn hysbysiad o dan adran 163 (hysbysiad gan ddeiliad contract i derfynu contract) i'w drin fel hysbysiad tynnu'n ôl, ac mae'r dyddiad a bennir yn yr hysbysiad i'w drin fel y dyddiad tynnu'n ôl.
- (7) Nid yw is-adran (3) yn gymwys i hysbysiad sy'n cael ei drin fel hysbysiad tynnu'n ôl oherwydd is-adran (6).
- (8) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

112 Tynnu'n ôl: pŵer i ragnodi terfynau amser

Rhaid i Weinidogion Cymru ragnodi darpariaethau atodol sy'n pennu'r cyfnod byrraf a ganiateir rhwng y dyddiad y rhoddir hysbysiad o dan adran 111 i'r landlord, a'r dyddiad a bennir yn yr hysbysiad.

- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 109 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

CHAPTER 3

JOINT CONTRACT-HOLDERS: WITHDRAWAL

111 **Withdrawal**

- (1) A joint contract-holder under a secure contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").
- (3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 163 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).
- (8) This section is a fundamental provision which is incorporated as a term of all secure contracts.

112 **Withdrawal: power to prescribe time limits**

The Welsh Ministers must prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 111 is given to the landlord, and the date specified in the notice.

PENNOD 4**DELIO***Lletywyr***113 Lletywyr**

- (1) Caiff deiliad y contract o dan gontract diogel ganiatáu i bersonau fyw yn yr annedd fel lletywyr.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

*Trosglwyddo***114 Trosglwyddo i olynnydd posibl**

- (1) Caiff deiliad y contract o dan gontract diogel drosglwyddo'r contract fel y disgrifir yn yr adran hon, ond dim ond os yw'r landlord yn cydsynio.
- (2) Caiff deiliad y contract drosglwyddo'r contract i—
 - (a) olynnydd posibl, neu
 - (b) os oes dau neu ragor o olynwyr posibl, yr holl olynwyr posibl sy'n dymuno cael eu cynnwys yn y trosglwyddiad.
- (3) Os un deiliad contract yn unig sydd, olynnydd posibl yw person a fyddai, o dan adran 74, yn gymwys i olynnydd deiliad y contract pe byddai deiliad y contract yn marw yn union cyn y trosglwyddiad.
- (4) Os oes cyd-ddeiliaid contract, olynnydd posibl yw person a fyddai, o dan adran 74, yn gymwys i olynnydd cyd-ddeiliad contract—
 - (a) pe byddai'r cyd-ddeiliad contract yn marw yn union cyn y trosglwyddiad, a
 - (b) ar adeg y farwolaeth, os cyd-ddeiliad y contract oedd unig ddeiliad y contract.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

115 Trosglwyddo i olynnydd posibl: cydsyniad y landlord

Pan fo landlord yn gwrthod cydsynio neu'n cydsynio yn ddarostyngedig i amodau i drosglwyddiad a ddisgrifir yn adran 114, mae'r hyn sy'n rhesymol at ddibenion adran 84 (cydsyniad y landlord) i'w benderfynu gan roi sylw i Atodlen 6.

CHAPTER 4

DEALING

Lodgers

113 Lodgers

- (1) The contract-holder under a secure contract may allow persons to live in the dwelling as lodgers.
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

Transfers

114 Transfer to potential successor

- (1) The contract-holder under a secure contract may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to –
 - (a) a potential successor, or
 - (b) if there are two or more potential successors, all of the potential successors who wish to be included in the transfer.
- (3) If there is a sole contract-holder a potential successor is a person who, under section 74, would be qualified to succeed the contract-holder if the contract-holder died immediately before the transfer.
- (4) If there are joint contract-holders a potential successor is a person who, under section 74, would be qualified to succeed a joint contract-holder if –
 - (a) the joint contract-holder died immediately before the transfer, and
 - (b) when the joint contract-holder died he or she was the sole contract-holder.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts.

115 Transfer to a potential successor: landlord's consent

Where a landlord refuses consent or consents subject to conditions to a transfer described in section 114, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

PENNOD 5

CONTRACTAU SAFONOL YMDDYGIAD GWAHARDDDEDIG

116 Gorchymyn sy'n arddodi contract safonol cyfnodol oherwydd ymddygiad gwaharddedig

- (1) Os yw'r landlord o dan gontract diogel yn landlord cymunedol neu'n elusen gofrestredig, caiff y landlord wneud cais i'r llys am orchymyn o dan yr adran hon ar y sail fod deiliad y contract wedi torri adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall).
- (2) Effaith gorchymyn o dan yr adran hon yw –
 - (a) terfynu'r contract diogel o ddyddiad a bennir yn y gorchymyn, a
 - (b) os yw deiliad y contract yn parhau i feddiannu ar ôl y dyddiad penodedig, creu contract safonol cyfnodol y mae ei ddyddiad meddiannu ar y dyddiad a bennir yn y gorchymyn (ac sy'n gontract safonol cyfnodol hyd ddiwedd y cyfnod prawf).
- (3) Ni chaiff y llys wneud gorchymyn o dan yr adran hon onid yw'n fodlon –
 - (a) bod deiliad y contract wedi torri adran 55,
 - (b) y byddai wedi gwneud gorchymyn adennill meddiant ar y sail yn adran 157 (tor contract) ar sail yr achos hwnnw o dor contract yn unig,
 - (c) y bydd y landlord yn sicrhau bod rhaglen o gymorth cymdeithasol ar gael i ddeiliad y contract, sydd â'r nod o atal ymddygiad gwaharddedig, a
 - (d) ei bod yn rhesymol gwneud y gorchymyn.
- (4) Caiff Gweinidogion Cymru ddyroddi canllawiau ynglŷn â'r gweithgareddau a'r gwasanaethau (gan gynnwys gwasanaethau cymorth, cyngor a chwmsela) y caniateir eu cynnwys mewn rhaglen o gymorth cymdeithasol at ddibenion is-adran (3).
- (5) Mae Atodlen 7 yn gwneud darpariaeth ynghylch cyfnodau prawf, ynghylch y weithdrefn ar gyfer cael gorchymyn o dan yr adran hon, ac ynghylch telerau contract safonol cyfnodol sy'n cael ei greu o dan yr adran hon.
- (6) Yn y Ddeddf hon, ystyr "contract safonol ymddygiad gwaharddedig" yw contract sy'n gontract safonol cyfnodol sy'n cael ei greu yn sgil gorchymyn o dan yr adran hon, ac nad yw ei gyfnod prawf wedi dod i ben eto.

117 Trosi i gontract diogel

- (1) Mae contract safonol cyfnodol a ddaeth i fodolaeth yn sgil gorchymyn o dan adran 116 ac sy'n bodoli ar ddiwedd y cyfnod prawf –
 - (a) yn dod i ben ar ddiwedd y cyfnod prawf, a
 - (b) 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.
- (2) Ond nid yw is-adran (1) yn gymwys os yw'r cyfnod prawf yn dod i ben oherwydd paragraff 3(9) o Atodlen 7.

CHAPTER 5

PROHIBITED CONDUCT STANDARD CONTRACTS

116 Order imposing periodic standard contract because of prohibited conduct

- (1) If the landlord under a secure contract is a community landlord or a registered charity, the landlord may apply to the court for an order under this section on the ground that the contract-holder is in breach of section 55 (anti-social behaviour and other prohibited conduct).
- (2) The effect of an order under this section is –
 - (a) to end the secure contract from a date specified in the order, and
 - (b) if the contract-holder remains in occupation after the specified date, to create a periodic standard contract whose occupation date is the date specified in the order (and which is a periodic standard contract until the end of the probationary period).
- (3) The court may make an order under this section only if it is satisfied that –
 - (a) the contract-holder is in breach of section 55,
 - (b) it would have made an order for possession on the ground in section 157 (breach of contract) in reliance only on that breach,
 - (c) the landlord will make available to the contract-holder a programme of social support the aim of which is the prevention of prohibited conduct, and
 - (d) it is reasonable to make the order.
- (4) The Welsh Ministers may issue guidance as to the activities and services (including assistance, advice and counselling services) that may be included in a programme of social support for the purposes of subsection (3).
- (5) Schedule 7 makes provision about probation periods, the procedure for obtaining an order under this section, and about the terms of a periodic standard contract created under this section.
- (6) In this Act “prohibited conduct standard contract” means a contract which is a periodic standard contract created because of an order under this section, and in relation to which the probation period has not yet ended.

117 Conversion to secure contract

- (1) A periodic standard contract which arose because of an order under section 116 and which subsists at the end of the probation period –
 - (a) ends at the end of the probation period, and
 - (b) is replaced with a secure contract that has an occupation date falling immediately after that period ends.
- (2) But subsection (1) does not apply if the probation period ends because of paragraph 3(9) of Schedule 7.

- (3) Mae Atodlen 7 yn gwneud darpariaeth ynghylch telerau contract diogel sy'n bodoli yn sgil diwedd cyfnod prawf.

PENNOD 6

DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU DIOGEL GYDA LANDLORDIAID CYMUNEDOL

118 Trosglwyddo i ddeiliad contract diogel arall

- (1) Caiff deiliad y contract o dan gontract diogel y mae'r landlord oddi tano yn landlord cymunedol drosglwyddo'r contract fel y disgrifir yn yr adran hon, ond dim ond os yw'r landlord yn cydsynio.
- (2) Caiff deiliad y contract drosglwyddo'r contract i berson—
- (a) sydd, cyn y trosglwyddiad, yn ddeiliad contract o dan gontract diogel y mae'r landlord oddi tano yn landlord cymunedol, a
 - (b) a fydd, yn union cyn y trosglwyddiad, yn peidio â bod yn ddeiliad y contract o dan y contract a grybwyllir ym mharagraff (a).
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel y mae'r landlord oddi tano yn landlord cymunedol.

119 Trosglwyddo i ddeiliad contract diogel arall: cydsyniad y landlord

Pan fo landlord yn gwrthod cydsynio neu'n cydsynio yn ddarostyngedig i amodau i drosglwyddiad a ddisgrifir yn adran 118, mae'r hyn sy'n rhesymol at ddibenion adran 84 (cydsyniad y landlord) i'w benderfynu gan roi sylw i Atodlen 6.

RHAN 6

DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU SAFONOL CYFNODOL

PENNOD 1

TROSOLWG

120 Trosolwg o'r Rhan

Nid yw'r Rhan hon ond yn gymwys i gontractau safonol cyfnodol, ac mae'n ymwneud ag—

- (a) gwahardd deiliad y contract o'r annedd am gyfnodau penodedig,
- (b) amrywio contractau safonol cyfnodol, ac
- (c) cyd-ddeiliaid contract yn tynnu'n ôl.

- (3) Schedule 7 makes provision about the terms of a secure contract which arises at the end of a probation period.

CHAPTER 6

PROVISIONS APPLYING ONLY TO SECURE CONTRACTS WITH COMMUNITY LANDLORDS

118 **Transfer to another secure contract-holder**

- (1) The contract-holder under a secure contract under which the landlord is a community landlord may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to a person who—
 - (a) before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and
 - (b) immediately before the transfer will cease to be the contract-holder under the contract mentioned in paragraph (a).
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts under which the landlord is a community landlord.

119 **Transfer to another secure contract-holder: landlord's consent**

Where a landlord refuses consent or consents subject to conditions to a transfer described in section 118, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

PART 6

PROVISIONS APPLYING ONLY TO PERIODIC STANDARD CONTRACTS

CHAPTER 1

OVERVIEW

120 **Overview of Part**

This Part applies only to periodic standard contracts, and addresses—

- (a) exclusion of the contract-holder from the dwelling for specified periods,
- (b) variation of periodic standard contracts, and
- (c) withdrawal of joint contract-holders.

PENNOD 2**GWAHARDD AM GYFNODAU PENODEDIG****121 Gwahardd deiliad contract o annedd am gyfnodau penodedig**

- (1) Caiff contract safonol cyfnodol ddarparu nad oes hawl gan ddeiliad y contract i feddiannu'r annedd fel cartref yn ystod y cyfryw gyfnodau a bennir yn y contract.
- (2) Caiff y contract bennu cyfnodau at ddibenion is-adran (1) drwy gyfeirio at unrhyw faterion y mae'n rhesymol i ddeiliad y contract eu canfod (yn ogystal â thrwy gyfeirio at ddyddiadau penodedig).

PENNOD 3**AMRYWIO CONTRACTAU****122 Amrywio**

- (1) Ni chaniateir amrywio contract safonol cyfnodol ac eithrio –
 - (a) yn unol ag adrannau 123 i 126, neu
 - (b) drwy neu o ganlyniad i ddeddfiad.
- (2) Rhaid i unrhyw amrywiad a wneir i gontract safonol cyfnodol (ac eithrio drwy neu o ganlyniad i ddeddfiad) fod yn unol ag adran 127.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol; mae adran 20 yn darparu –
 - (a) bod rhaid ymgorffori is-adrannau (1)(b) a (2) o'r adran hon, a
 - (b) na chaniateir ymgorffori is-adrannau (1)(b) a (2) o'r adran hon ynghyd ag addasiadau iddynt.

123 Amrywio'r rhent

- (1) Caiff y landlord amrywio'r rhent sy'n daladwy o dan gontract safonol cyfnodol drwy roi hysbysiad i ddeiliad y contract yn nodi rhent newydd sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.
- (2) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract a'r dyddiad a bennir fod yn llai na dau fis.
- (3) Yn ddarostyngedig i hynny –
 - (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
 - (b) ni chaiff hysbysïadau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd rhent newydd effaith ddiwethaf.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol y mae rhent yn daladwy oddi tano.

124 Amrywio cydnabyddiaeth arall

- (1) Pan fo cydnabyddiaeth heblaw rhent yn daladwy o dan gontract safonol cyfnodol, caniateir amrywio swm y gydnabyddiaeth –

CHAPTER 2

EXCLUSION FOR SPECIFIED PERIODS

121 Exclusion of contract-holder from dwelling for specified periods

- (1) A periodic standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.
- (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).

CHAPTER 3

VARIATION OF CONTRACTS

122 Variation

- (1) A periodic standard contract may not be varied except –
 - (a) in accordance with sections 123 to 126, or
 - (b) by or as a result of an enactment.
- (2) A variation of a periodic standard contract (other than by or as a result of an enactment) must be in accordance with section 127.
- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that subsections (1)(b) and (2) of this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

123 Variation of rent

- (1) The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder a notice setting out a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that –
 - (a) the first notice may specify any date, and
 - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which rent is payable.

124 Variation of other consideration

- (1) Where consideration other than rent is payable under a periodic standard contract, the amount of consideration may be varied –

- (a) drwy gytundeb rhwng y landlord a deiliad y contract, neu
 - (b) gan y landlord yn unol ag is-adrannau (2) i (4).
- (2) Caiff y landlord roi hysbysiad i ddeiliad y contract sy'n nodi swm newydd o gydnabyddiaeth sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.
- (3) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract a'r dyddiad a bennir fod yn llai na dau fis.
- (4) Yn ddarostyngedig i hynny –
- (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
 - (b) ni chaiff hysbysiaid diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd swm newydd o gydnabyddiaeth effaith ddiwethaf.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol y mae cydnabyddiaeth heblaw rhent yn daladwy oddi tano.

125 Amrywio telerau eraill

- (1) Caniateir amrywio telerau sylfaenol, telerau atodol a thelerau ychwanegol contract safonol cyfnodol (yn ddarostyngedig i adran 127) –
- (a) drwy gytundeb rhwng y landlord a deiliad y contract, neu
 - (b) gan y landlord yn unol ag adran 126.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol; ond nid yw is-adran (1)(b) wedi ei hymgorffori fel un o delerau contract safonol cyfnodol nad yw'n ymgorffori adran 173 (hysbysiad y landlord i derfynu'r contract).

126 Amrywio telerau eraill gan y landlord: y weithdrefn hysbysu

- (1) Caiff y landlord roi hysbysiad i ddeiliad y contract y bydd y landlord, oni bai bod deiliad y contract yn cydsynio i amrywio'r contract o dan adran 125, yn gwneud hawliad meddiant ar y sail yn adran 178 (hysbysiad y landlord).
- (2) 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 173 (hysbysiad y landlord i derfynu'r contract) gan adran 175 (ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth), adran 176 (torri'r gofynion rhoi gwybodaeth) neu adran 177 (torri gofynion sicrwydd neu flaendal).
- (3) Rhaid i hysbysiad o dan is-adran (1) –
- (a) pennu natur yr amrywiad a'r dyddiad y bydd yr amrywiad yn cael effaith, a
 - (b) hysbysu deiliad y contract bod yr hysbysiad hefyd yn cael effaith fel hysbysiad o dan adran 173 (hysbysiad y landlord i derfynu'r contract).
- (4) Ni chaiff y dyddiad a bennir fel y dyddiad y bydd yr amrywiad yn cael effaith fod yn llai na dau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract.
- (5) Os nad yw deiliad y contract yn rhoi cydsyniad ysgrifenedig i'r amrywiad ar y dyddiad y bydd yn cael effaith neu cyn hynny, caiff y landlord wneud hawliad meddiant ar y sail yn adran 178 (hysbysiad y landlord).

- (a) by agreement between the landlord and the contract-holder, or
 - (b) by the landlord in accordance with subsections (2) to (4).
- (2) The landlord may give the contract-holder a notice setting out a new amount of consideration to take effect on the date specified in the notice.
- (3) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (4) Subject to that –
- (a) the first notice may specify any date, and
 - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which consideration other than rent is payable.

125 Variation of other terms

- (1) The fundamental terms, supplementary terms and additional terms of a periodic standard contract may be varied (subject to section 127) –
- (a) by agreement between the landlord and the contract-holder, or
 - (b) by the landlord in accordance with section 126.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; but subsection (1)(b) is not incorporated as a term of a periodic standard contract which does not incorporate section 173 (landlord’s notice to end contract).

126 Variation by landlord of other terms: notice procedure

- (1) The landlord may give the contract-holder notice that unless the contract-holder consents to a variation of the contract under section 125, the landlord will make a possession claim on the ground in section 178 (landlord’s notice).
- (2) 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 173 (landlord’s notice to end contract) by section 175 (notice may not be given during first four months of occupation), section 176 (breach of information requirements) or section 177 (breach of security or deposit requirements).
- (3) A notice under subsection (1) must –
- (a) specify the nature of the variation and the date on which the variation is to take effect, and
 - (b) inform the contract-holder that the notice also has effect as a notice under section 173 (landlord’s notice to end contract).
- (4) The date specified as the date on which the variation is to take effect may not be less than two months after the day on which the notice is given to the contract-holder.
- (5) If the contract-holder does not give written consent to the variation on or before the date on which it is to take effect, the landlord may make a possession claim on the ground in section 178 (landlord’s notice).

- (6) Os yw'r landlord yn bodloni gofynion yr adran hon, mae'r landlord i'w drin at ddibenion gwneud yr hawliad meddiant fel pe bai wedi rhoi hysbysiad i derfynu'r contract o dan adran 173 (ac mae adran 179(1)(a) i'w darllen fel pe bai'n cyfeirio at y dyddiad a bennir yn yr hysbysiad yn unol ag is-adran (3)(a) o'r adran hon).
- (7) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol, ac eithrio contractau safonol cyfnodol nad ydynt yn ymgorffori adran 173 (hysbysiad y landlord i derfynu'r contract).

127 Cyfyngiad ar amrywio

- (1) Ni chaniateir amrywio unrhyw un o delerau sylfaenol contract safonol cyfnodol sy'n ymgorffori unrhyw un neu ragor o'r darpariaethau sylfaenol y mae is-adran (2) yn gymwys iddynt (ac eithrio drwy neu o ganlyniad i ddeddfiad).
- (2) Mae'r is-adran hon yn gymwys i'r darpariaethau sylfaenol a ganlyn—
 - (a) adran 122(1)(b) a (2) a'r adran hon,
 - (b) adran 45 (gofyniad i ddefnyddio cynllun blaendal) ac adran 177 (torri'r rheolau blaendal),
 - (c) adran 52 (cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth),
 - (d) adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
 - (e) adran 148 (terfynu a ganiateir),
 - (f) adran 149 (hawliadau meddiant),
 - (g) adran 155 (marwolaeth unig ddeiliad contract),
 - (h) adran 158 (sicrhau contract drwy ddatganiad ffug),
 - (i) adran 175 (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth), a
 - (j) paragraff 7 o Atodlen 4 (amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol).
- (3) Nid yw amrywiad i unrhyw deler sylfaenol arall (ac eithrio drwy neu o ganlyniad i ddeddfiad) yn cael unrhyw effaith—
 - (a) oni bai, o ganlyniad i'r amrywiad—
 - (i) y byddai'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori heb ei haddasu, neu
 - (ii) 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;
 - (b) pe byddai'r amrywiad (boed o fewn paragraff (a) ai peidio) yn golygu bod y telor sylfaenol yn anghydnaws â thelor sylfaenol sy'n ymgorffori darpariaeth sylfaenol y mae is-adran (2) yn gymwys iddi.

- (6) If the landlord satisfies the requirements of this section, the landlord is to be treated for the purposes of making the possession claim as having given notice to end the contract under section 173 (and section 179(1)(a) is to be read as if it referred to the date specified in the notice in accordance with subsection (3)(a) of this section).
- (7) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which do not incorporate section 173 (landlord's notice to end contract).

127 Limitation on variation

- (1) A fundamental term of a periodic standard contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions –
 - (a) section 122(1)(b) and (2) and this section,
 - (b) section 45 (requirement to use deposit scheme) and section 177 (breach of deposit requirements),
 - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
 - (d) section 55 (anti-social behaviour and other prohibited conduct),
 - (e) section 148 (permissible termination),
 - (f) section 149 (possession claims),
 - (g) section 155 (death of sole contract-holder),
 - (h) section 158 (securing contract by use of false statement),
 - (i) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation), and
 - (j) paragraph 7 of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect –
 - (a) unless as a result of the variation –
 - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (ii) the 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;
 - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.

- (4) Nid yw amrywiad i un o delerau contract safonol cyfnodol yn cael unrhyw effaith pe byddai'n golygu bod un neu ragor o delerau'r contract yn anghydnaws â theler sylfaenol (oni bai yr amrywir y teler sylfaenol hwnnw hefyd yn unol â'r adran hon mewn ffordd a fyddai'n osgoi'r anghydnawsedd).
- (5) Nid yw is-adran (4) yn gymwys i amrywiad a wneir drwy neu o ganlyniad i ddeddfiad.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol; mae adran 20 yn darparu –
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

128 Datganiad ysgrifenedig yn cofnodi amrywiad

- (1) Os yw contract safonol cyfnodol yn cael ei amrywio yn unol â'r contract neu drwy neu o ganlyniad i unrhyw ddeddfiad rhaid i'r landlord, cyn diwedd y cyfnod perthnasol, roi i ddeiliad y contract –
 - (a) datganiad ysgrifenedig o'r teler neu'r telerau sy'n cael ei amrywio neu eu hamrywio, neu
 - (b) datganiad ysgrifenedig o'r contract fel y'i hamrywiwyd,
 oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol ag adran 123, 124(2) i (4) neu 126(1) i (4).
- (2) Y cyfnod perthnasol yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod yr amrywir y contract.
- (3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan is-adran (1).
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

129 Methu â darparu datganiad ysgrifenedig etc.

- (1) Os yw'r landlord wedi methu â chydymffurfio â gofyniad o dan adran 128 mae'r landlord yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (2) Mae'r tâl digolledu yn daladwy mewn perthynas â'r dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol –
 - (a) hyd y diwrnod y mae'r landlord yn rhoi datganiad ysgrifenedig o'r teler neu'r telerau a amrywiwyd, neu o'r contract fel y'i hamrywiwyd, i ddeiliad y contract, neu
 - (b) os yw hynny'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.
- (3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi datganiad ysgrifenedig 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'r dyddiad yr amrywiwyd y contract.

- (4) A variation of a term of a periodic standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

128 Written statement of variation

- (1) If a periodic standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder –
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the contract as varied,
 unless the landlord has given notice of the variation in accordance with section 123, 124(2) to (4) or 126(1) to (4).
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

129 Failure to provide written statement etc.

- (1) If the landlord under a periodic standard contract fails to comply with a requirement under section 128 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
 - (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement 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 day on which the contract was varied.

- (6) Nid yw is-adrannau (1) i (5) yn gymwys os gellir priodoli methiant y landlord i gydymffurfio â'r gofyniad i weithred neu anwaith ar ran deiliad y contract.
- (7) Os, o dan adran 128, yw'r landlord yn rhoi datganiad ysgrifenedig o'r contract fel y'i hamrywiwyd i ddeiliad y contract, mae adrannau 36 a 37 (datganiadau anghyflawn ac anghywir) yn gymwys i'r datganiad fel pe bai cyfeiriadau yn yr adrannau hynny at y dyddiad perthnasol yn gyfeiriadau at y diwrnod yr amrywiwyd y contract.

PENNOD 4

CYD-DDEILIAID CONTRACT: TYNNU'N ÔL

130 Tynnu'n ôl

- (1) Caniateir i gyd-ddeiliad contract o dan gontract safonol cyfnodol dynnu'n ôl o'r contract drwy roi hysbysiad ("hysbysiad tynnu'n ôl") i'r landlord.
- (2) Rhaid i'r hysbysiad tynnu'n ôl bennu'r dyddiad y mae cyd-ddeiliad y contract yn bwriadu peidio â bod yn barti i'r contract (y "dyddiad tynnu'n ôl").
- (3) Rhaid i gyd-ddeiliad y contract roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract pan fydd yn rhoi'r hysbysiad tynnu'n ôl i'r landlord; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.
- (4) Rhaid i'r landlord roi rhybudd ysgrifenedig i'r cyd-ddeiliaid contract eraill cyn gynted ag y bo'n rhesymol ymarferol ar ôl i'r landlord dderbyn yr hysbysiad tynnu'n ôl; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.
- (5) Mae'r cyd-ddeiliad contract yn peidio â bod yn barti i'r contract ar y dyddiad tynnu'n ôl.
- (6) Mae hysbysiad a roddir i'r landlord gan un neu ragor (ond nid pob un) o gyd-ddeiliaid y contract sy'n honni ei fod yn hysbysiad o dan adran 168 (hysbysiad gan ddeiliad contract i derfynu contract) i'w drin fel hysbysiad tynnu'n ôl, ac mae'r dyddiad a bennir yn yr hysbysiad i'w drin fel y dyddiad tynnu'n ôl.
- (7) Nid yw is-adran (3) yn gymwys i hysbysiad sy'n cael ei drin fel hysbysiad tynnu'n ôl oherwydd is-adran (6).
- (8) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

131 Tynnu'n ôl: y pŵer i ragnodi terfynau amser

Rhaid i Weinidogion Cymru ragnodi darpariaethau atodol sy'n pennu'r cyfnod byrraf a ganiateir rhwng y dyddiad y rhoddir hysbysiad o dan adran 130 i'r landlord, a'r dyddiad a bennir yn yr hysbysiad.

- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 128 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

CHAPTER 4

JOINT CONTRACT-HOLDERS: WITHDRAWAL

130 **Withdrawal**

- (1) A joint contract-holder under a periodic standard contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").
- (3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 168 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).
- (8) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

131 **Withdrawal: power to prescribe time limits**

The Welsh Ministers must prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 130 is given to the landlord, and the date specified in the notice.

RHAN 7**DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU SAFONOL
CYFNOD PENODOL****PENNOD 1****TROSOLWG****132 Trosolwg o'r Rhan**

Nid yw'r Rhan hon ond yn gymwys i gontractau safonol cyfnod penodol, ac mae'n ymwneud ag—

- (a) gwahardd deiliad y contract o'r annedd am gyfnodau penodedig,
- (b) amrywio contractau safonol cyfnod penodol,
- (c) cyd-ddeiliaid contract yn tynnu'n ôl o gontractau safonol cyfnod penodol penodedig, a
- (d) delio (hynny yw, trosglwyddiadau).

PENNOD 2**GWAHARDD AM GYFNODAU PENODEDIG****133 Gwahardd deiliad contract o annedd am gyfnodau penodedig**

- (1) Caiff contract safonol cyfnod penodol ddarparu nad oes hawl gan ddeiliad y contract i feddiannu'r annedd fel cartref yn ystod y cyfryw gyfnodau a bennir yn y contract.
- (2) Caiff y contract bennu cyfnodau at ddibenion is-adran (1) drwy gyfeirio at unrhyw faterion y mae'n rhesymol i ddeiliad y contract eu canfod (yn ogystal â thrwy gyfeirio at ddyddiadau penodedig).

PENNOD 3**AMRYWIO CONTRACTAU****134 Amrywio**

- (1) Ni chaniateir amrywio contract safonol cyfnod penodol ac eithrio—
 - (a) drwy gytundeb rhwng y landlord a deiliad y contract, neu
 - (b) drwy neu o ganlyniad i ddeddfiad.
- (2) Rhaid i unrhyw amrywiad a wneir i gontract safonol cyfnod penodol (ac eithrio drwy neu o ganlyniad i ddeddfiad) fod yn unol ag adran 135.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol; mae adran 20 yn darparu—
 - (a) bod rhaid ymgorffori is-adrannau (1)(b) a (2) o'r adran hon, a
 - (b) na chaniateir ymgorffori is-adrannau (1)(b) a (2) o'r adran hon ynghyd ag addasiadau iddynt.

PART 7

PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS

CHAPTER 1

OVERVIEW

132 Overview of Part

This Part applies only to fixed term standard contracts, and addresses –

- (a) exclusion of the contract-holder from the dwelling for specified periods,
- (b) variation of fixed term standard contracts,
- (c) withdrawal of joint contract-holders from certain fixed term standard contracts, and
- (d) dealing (that is, transfers).

CHAPTER 2

EXCLUSION FOR SPECIFIED PERIODS

133 Exclusion of contract-holder from dwelling for specified periods

- (1) A fixed term standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.
- (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).

CHAPTER 3

VARIATION OF CONTRACTS

134 Variation

- (1) A fixed term standard contract may not be varied except –
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by or as a result of an enactment.
- (2) A variation of a fixed term standard contract (other than by or as a result of an enactment) must be in accordance with section 135.
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; section 20 provides that subsections (1)(b) and (2) of this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

135 Cyfyngiad ar amrywio

- (1) Ni chaniateir amrywio unrhyw un o delerau sylfaenol contract safonol cyfnod penodol sy'n ymgorffori unrhyw un neu ragor o'r darpariaethau sylfaenol y mae is-adran (2) yn gymwys iddynt (ac eithrio drwy neu o ganlyniad i ddeddfiad).
- (2) Mae'r is-adran hon yn gymwys i'r darpariaethau sylfaenol a ganlyn—
 - (a) adran 134(1)(b) a (2) a'r adran hon,
 - (b) adran 45 (gofyniad i ddefnyddio cynllun blaendal),
 - (c) adran 52 (cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth),
 - (d) adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
 - (e) adran 148 (terfynu a ganiateir),
 - (f) adran 149 (hawliadau meddiant),
 - (g) adran 155 (marwolaeth unig ddeiliad contract),
 - (h) adran 158 (sicrhau contract drwy ddatganiad ffug),
 - (i) adran 186(2) a (4) (cyfyngiad ar derfynu contract safonol cyfnod penodol yn ystod chwe mis cyntaf meddiannaeth),
 - (j) adran 196 (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth), a
 - (k) adran 198 (torri'r rheolau blaendal: contractau sydd â chymal terfynu landlord).
- (3) Nid yw amrywiad i unrhyw deler sylfaenol arall (ac eithrio drwy neu o ganlyniad i ddeddfiad) yn cael unrhyw effaith—
 - (a) oni bai o ganlyniad i'r amrywiad—
 - (i) y byddai'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori heb ei haddasu, neu
 - (ii) 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;
 - (b) pe byddai'r amrywiad (boed o fewn paragraff (a) ai peidio) yn golygu bod y telor sylfaenol yn anghydnaws â theler sylfaenol sy'n ymgorffori darpariaeth sylfaenol y mae is-adran (2) yn gymwys iddi.
- (4) Nid yw amrywiad i un o delerau contract safonol cyfnod penodol yn cael unrhyw effaith pe byddai'n golygu bod un neu ragor o delerau'r contract yn anghydnaws â theler sylfaenol (oni bai yr amrywir y telor sylfaenol hwnnw hefyd yn unol â'r adran hon mewn ffordd a fyddai'n osgoi'r anghydnawsedd).
- (5) Nid yw is-adran (4) yn gymwys i amrywiad a wneir drwy neu o ganlyniad i ddeddfiad.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol, ond nid yw is-adran (2)(k) wedi ei hymgorffori fel un o delerau contract nad yw'n cynnwys cymal terfynu deiliad y contract; mae adran 20 yn darparu—

135 Limitation on variation

- (1) A fundamental term of a fixed term standard contract which incorporates any of the fundamental provisions to which subsection (2) applies may not be varied (other than by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions –
 - (a) section 134(1)(b) and (2) and this section,
 - (b) section 45 (requirement to use deposit scheme),
 - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
 - (d) section 55 (anti-social behaviour and other prohibited conduct),
 - (e) section 148 (permissible termination),
 - (f) section 149 (possession claims),
 - (g) section 155 (death of sole contract-holder),
 - (h) section 158 (securing contract by use of false statement),
 - (i) section 186(2) and (4) (restriction on ending fixed term standard contract during first six months of occupation),
 - (j) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation), and
 - (k) section 198 (breach of deposit requirements: contracts with a landlord's break clause).
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect –
 - (a) unless as a result of the variation –
 - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (ii) the 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;
 - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.
- (4) A variation of a term of a fixed term standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, but subsection (2)(k) is not incorporated as a term of a contract which does not have a contract-holder's break clause; section 20 provides that this section –

- (a) bod rhaid ymgorffori'r adran hon, a
- (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

136 Datganiad ysgrifenedig yn cofnodi amrywiad

- (1) Os yw contract safonol cyfnod penodol yn cael ei amrywio yn unol â'r contract neu drwy neu o ganlyniad i unrhyw ddeddfiad rhaid i'r landlord, cyn diwedd y cyfnod perthnasol, roi i ddeiliad y contract—
 - (a) datganiad ysgrifenedig o'r telor neu'r telerau sy'n cael ei amrywio neu eu hamrywio, neu
 - (b) datganiad ysgrifenedig o'r contract fel y'i hamrywiwyd.
- (2) Y cyfnod perthnasol yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod yr amrywir y contract.
- (3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan is-adran (1).
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

137 Methu â darparu datganiad ysgrifenedig etc.

- (1) Os yw'r landlord o dan gontract safonol cyfnod penodol wedi methu â chydymffurfio â gofyniad o dan adran 136 mae'r landlord yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87.
- (2) Mae'r tâl digolledu yn daladwy mewn perthynas â'r dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol—
 - (a) hyd y diwrnod y mae'r landlord yn rhoi datganiad ysgrifenedig o'r telor neu'r telerau a amrywiwyd, neu o'r contract fel y'i hamrywiwyd, i ddeiliad y contract, neu
 - (b) os yw hynny'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.
- (3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi datganiad ysgrifenedig 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'r diwrnod yr amrywiwyd y contract.
- (6) Nid yw is-adrannau (1) i (5) yn gymwys os gellir priodoli methiant y landlord i gydymffurfio â'r gofyniad i weithred neu anwaith ar ran deiliad y contract.
- (7) Os, o dan adran 136, yw'r landlord yn rhoi datganiad ysgrifenedig o'r contract fel y'i hamrywiwyd i ddeiliad y contract, mae adrannau 36 a 37 (datganiadau anghyflawn ac anghywir) yn gymwys i'r datganiad fel pe bai cyfeiriadau yn yr adrannau hynny at y dyddiad perthnasol yn gyfeiriadau at y diwrnod yr amrywiwyd y contract.

- (a) must be incorporated, and
- (b) must not be incorporated with modifications.

136 Written statement of variation

- (1) If a fixed term standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder –
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the contract as varied.
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

137 Failure to provide written statement etc.

- (1) If the landlord under a fixed term standard contract fails to comply with a requirement under section 136 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
 - (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement 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 day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 136 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

PENNOD 4**CYD-DDEILIAID CONTRACT: TYNNU'N ÔL****138 Cyd-ddeiliad contract yn tynnu'n ôl gan ddefnyddio cymal terfynu deiliad contract**

- (1) Os yw contract safonol cyfnod penodol yn cynnwys cymal terfynu deiliad contract, caiff ddarparu, os oes cyd-ddeiliaid contract, bod hysbysiad a roddir i'r landlord gan un neu ragor (ond nid pob un) ohonynt sy'n honni ei fod yn hysbysiad o dan y cymal terfynu i'w drin fel hysbysiad fod y cyd-ddeiliad hwnnw i'r contract (neu'r cyd-ddeiliaid hynny i'r contract) yn bwriadu tynnu'n ôl o'r contract ("hysbysiad tynnu'n ôl").
- (2) Os yw'n gwneud hynny, rhaid iddo hefyd wneud darpariaeth sy'n cyfateb i is-adrannau (4) a (5) o adrannau 111 a 130.

PENNOD 5**DELIO: TROSGLWYDDIADAU***Un deiliad contract***139 Trosglwyddiad ar farwolaeth unig ddeiliad contract**

- (1) Caiff contract safonol cyfnod penodol ddarparu y gellir trosglwyddo contract ar farwolaeth unig ddeiliad contract wrth weinyddu ystad deiliad y contract.
- (2) Nid yw adran 73 (yr hawl i olynu) yn gymwys i gontract safonol cyfnod penodol sy'n cynnwys darpariaeth o'r fath.
- (3) Nid yw adran 155 (terfynu contract yn dilyn marwolaeth) wedi ei hymgorffori fel un o delerau contract safonol cyfnod penodol sy'n cynnwys darpariaeth o'r fath.

*Cyd-ddeiliaid contract***140 Trosglwyddiadau a orfodir**

- (1) Caiff contract safonol cyfnod penodol ddarparu y caiff un cyd-ddeiliad contract neu ragor ohonynt (os oes rhai) ei gwneud yn ofynnol i'r cyd-ddeiliad contract arall neu'r cyd-ddeiliaid contract eraill ymuno mewn trosglwyddiad o'r contract yn unol â'r contract.
- (2) Os yw'r contract yn cynnwys darpariaeth o'r fath, caiff y cyd-ddeiliad neu'r cyd-ddeiliaid contract sy'n dymuno trosglwyddo'r contract meddiannaeth wneud cais i'r llys am orchymyn fod y cyd-ddeiliad contract arall neu'r cyd-ddeiliaid contract eraill yn ymuno yn y trosglwyddiad.
- (3) Caiff y llys wneud y gorchymyn y gwnaed cais amdano os yw o'r farn bod hynny'n briodol.

141 Buddiant cyd-ddeiliad contract

- (1) Mae'r adran hon yn gymwys os yw contract safonol cyfnod penodol yn darparu y caiff cyd-ddeiliad contract drosglwyddo ei hawliau a'i rwymedigaethau o dan y contract.

CHAPTER 4

JOINT CONTRACT-HOLDERS: WITHDRAWAL

138 Withdrawal of joint contract-holder using contract-holder's break clause

- (1) If a fixed term standard contract contains a contract-holder's break clause, it may provide that if there are joint contract-holders, a notice given to the landlord by one or more (but not all) of them that purports to be a notice under the break clause is to be treated as a notice that the joint contract-holder intends (or the joint contract-holders intend) to withdraw from the contract ("a withdrawal notice").
- (2) If it does so, it must also make provision equivalent to subsections (4) and (5) of sections 111 and 130.

CHAPTER 5

DEALING: TRANSFERS

Sole contract-holder

139 Transfer on death of sole contract-holder

- (1) A fixed term standard contract may provide that on the death of a sole contract-holder, the contract may be transferred in the course of the administration of the contract-holder's estate.
- (2) Section 73 (right to succeed) does not apply to a fixed term standard contract that contains such provision.
- (3) Section 155 (termination of contract on death) is not incorporated as a term of a fixed term standard contract that contains such provision.

Joint contract-holders

140 Forced transfers

- (1) A fixed term standard contract may provide that if there are joint contract-holders, one or more of them may require the other joint contract-holder or joint contract-holders to join in a transfer of the contract in accordance with the contract.
- (2) If the contract contains such provision, the joint contract-holder or joint contract-holders wishing to transfer the occupation contract may apply to the court for an order that the other joint contract-holder or joint contract-holders join in the transfer.
- (3) The court may make the order applied for if it thinks fit.

141 Joint contract-holder's interest

- (1) This section applies if a fixed term standard contract provides that a joint contract-holder may transfer his or her rights and obligations under the contract.

- (2) Rhaid i'r contract hefyd ddarparu na chaniateir trosglwyddo oni bai bod y trosglwyddwr yn rhoi hysbysiad i'r cyd-ddeiliaid contract eraill y gwneir trosglwyddiad.
- (3) Rhaid i'r contract hefyd ddarparu nad oes gan y trosglwyddai hawl i feddiannu'r annedd heb gydsyniad y cyd-ddeiliaid contract eraill.

142 Trosglwyddo ar farwolaeth cyd-ddeiliad contract

- (1) Mae'r adran hon yn gymwys os yw contract safonol cyfnod penodol yn darparu y caniateir, ar farwolaeth cyd-ddeiliad contract, trosglwyddo ei hawliau a'i rwymedigaethau o dan y contract wrth weinyddu ei ystad.
- (2) Rhaid i'r contract hefyd ddarparu na chaniateir gwneud trosglwyddiad oni bai bod cyd-ddeiliad y contract yn rhoi hysbysiad i'r cyd-ddeiliaid contract eraill, cyn ei farwolaeth, y gwneir trosglwyddiad o'r fath.
- (3) Rhaid i'r contract hefyd ddarparu nad oes gan y trosglwyddai hawl i feddiannu'r annedd heb gydsyniad y cyd-ddeiliaid contract eraill.

RHAN 8

CONTRACTAU SAFONOL Â CHYMORTH

143 Contract safonol â chymorth a llety â chymorth

- (1) Yn y Ddeddf hon, ystyr "contract safonol â chymorth" yw contract safonol sy'n perthyn i lety â chymorth.
- (2) At ddibenion y Ddeddf hon mae llety yn "llety â chymorth" –
 - (a) os yw'n cael ei ddarparu gan landlord cymunedol neu elusen gofrestredig,
 - (b) os yw'r landlord neu'r elusen (neu berson sy'n gweithredu ar ran y landlord neu'r elusen) yn darparu gwasanaethau cymorth i berson sydd â hawl i feddiannu'r llety, ac
 - (c) os oes cysylltiad rhwng darparu'r llety a darparu'r gwasanaethau cymorth.
- (3) Nid yw llety mewn sefydliad gofal (o fewn ystyr paragraff 4 o Atodlen 2) yn llety â chymorth.
- (4) Mae "gwasanaethau cymorth" yn cynnwys –
 - (a) cymorth i reoli neu oresgyn dibyniaeth,
 - (b) cymorth i ddod o hyd i gyflogaeth neu lety arall, ac
 - (c) rhoi cymorth i rywun sy'n ei chael hi'n anodd byw yn annibynnol oherwydd oed, afiechyd, anabledd neu unrhyw reswm arall.
- (5) Mae "cymorth" yn cynnwys darparu cyngor, hyfforddiant, arweiniad a chwmsela.

144 Symudedd

- (1) Caiff contract safonol â chymorth ddarparu mai'r annedd sy'n ddarostyngedig i'r contract yw'r annedd, o fewn adeilad a bennir yn y contract, a bennir gan y landlord o bryd i'w gilydd.

- (2) The contract must also provide that a transfer may not be made unless the transferor gives notice to the other joint contract-holders that a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

142 Transfer on death of joint contract-holder

- (1) This section applies if a fixed term standard contract provides that on the death of a joint contract-holder his or her rights and obligations under the contract may be transferred in the course of the administration of his or her estate.
- (2) The contract must also provide that a transfer may not be made unless the joint contract-holder gives notice to the other joint contract-holders before his or her death that such a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

PART 8

SUPPORTED STANDARD CONTRACTS

143 Supported standard contract and supported accommodation

- (1) In this Act “supported standard contract” means a standard contract which relates to supported accommodation.
- (2) For the purposes of this Act accommodation is “supported accommodation” if—
 - (a) it is provided by a community landlord or a registered charity,
 - (b) the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and
 - (c) there is a connection between provision of the accommodation and provision of the support services.
- (3) Accommodation in a care institution (within the meaning of paragraph 4 of Schedule 2) is not supported accommodation.
- (4) “Support services” include—
 - (a) support in controlling or overcoming addiction,
 - (b) support in finding employment or alternative accommodation, and
 - (c) supporting someone who finds it difficult to live independently because of age, illness, disability or any other reason.
- (5) “Support” includes the provision of advice, training, guidance and counselling.

144 Mobility

- (1) A supported standard contract may provide that the dwelling subject to the contract is the dwelling, within a building specified in the contract, as is from time to time specified by the landlord.

- (2) Os yw'n gwneud hynny, yna mae cyfeiriadau yn y Ddeddf hon at yr annedd sy'n ddarostyngedig i'r contract meddiannaeth i'w darllen fel cyfeiriadau at yr annedd sydd wedi ei phennu gan y landlord ar y pryd.

145 Gwahardd dros dro

- (1) Os yw'r landlord o dan gontract safonol â chymorth yn credu'n rhesymol bod deiliad contract wedi gwneud unrhyw beth o fewn is-adran (2), caiff y landlord ei gwneud yn ofynnol i ddeiliad y contract –
- (a) gadael yr annedd, a
 - (b) peidio â dychwelyd i'r annedd am gyfnod penodedig.
- (2) Y gweithredoedd yw –
- (a) defnyddio trais yn erbyn unrhyw berson yn yr annedd,
 - (b) gwneud rhywbeth yn yr annedd sy'n creu risg o niwed sylweddol i unrhyw berson, ac
 - (c) ymddwyn yn yr annedd mewn ffordd sy'n amharu'n ddifrifol ar allu preswlydd arall mewn llety â chymorth a ddarperir gan y landlord i fanteisio ar y cymorth a ddarperir mewn cysylltiad â'r llety hwnnw.
- (3) Ni chaiff y cyfnod a bennir o dan is-adran (1)(b) fod yn hwy na 48 awr.
- (4) Rhaid i'r landlord roi hysbysiad i ddeiliad contract y mae'n ofynnol iddo adael yr annedd o dan yr adran hon sy'n rhoi'r rhesymau pam y mae'n ofynnol iddo adael, a rhaid iddo wneud hynny –
- (a) wrth ei gwneud yn ofynnol iddo adael, neu
 - (b) cyn gynted ag y bo'n rhesymol ymarferol wedi hynny.
- (5) Ni chaiff y landlord ddefnyddio'r pŵer a roddir gan yr adran hon, mewn perthynas â deiliad contract penodol, fwy na thair gwaith mewn unrhyw gyfnod o chwe mis.
- (6) Yn yr adran hon (ac eithrio yn is-adran (2)(c) a'r is-adran hon), mae cyfeiriadau at "y landlord" yn cynnwys cyfeiriadau at unrhyw berson a ddynodir gan y landlord fel rhywun sydd â hawl i arfer y pŵer o dan yr adran hon mewn perthynas â'r annedd.
- (7) Yn yr adran hon mae "annedd" yn cynnwys unrhyw rannau cyffredin.
- (8) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol â chymorth.

146 Gwahardd dros dro: canllawiau

- (1) Rhaid i Weinidogion Cymru ddyroddi canllawiau ynghylch arfer swyddogaethau o dan adran 145 gan landlordiaid.
- (2) Wrth arfer y swyddogaethau hynny, rhaid i landlordiaid roi sylw i ganllawiau a ddyroddir o dan is-adran (1).

- (2) If it does so, then references in this Act to the dwelling subject to the occupation contract are to be read as references to the dwelling for the time being specified by the landlord.

145 Temporary exclusion

- (1) If the landlord under a supported standard contract reasonably believes that a contract-holder has done anything within subsection (2), the landlord may require the contract-holder –
- (a) to leave the dwelling, and
 - (b) not to return to the dwelling for a specified period.
- (2) The acts are –
- (a) using violence against any person in the dwelling,
 - (b) doing something in the dwelling which creates a risk of significant harm to any person, and
 - (c) behaving in the dwelling in a way which seriously impedes the ability of another resident of supported accommodation provided by the landlord to benefit from the support provided in connection with that accommodation.
- (3) The period specified under subsection (1)(b) may not be longer than 48 hours.
- (4) The landlord must give a contract-holder required to leave the dwelling under this section a notice setting out the reasons why he or she is required to leave, and must do so –
- (a) when requiring him or her to leave, or
 - (b) as soon as reasonably practicable afterwards.
- (5) The landlord may use the power conferred by this section, in relation to a particular contract-holder, no more than three times in any period of six months.
- (6) In this section (except in subsection (2)(c) and this subsection) references to “the landlord” include references to any person designated by the landlord as entitled to exercise the power under this section in relation to the dwelling.
- (7) In this section “dwelling” includes any common parts.
- (8) This section is a fundamental provision which is incorporated as a term of all supported standard contracts.

146 Temporary exclusion: guidance

- (1) The Welsh Ministers must issue guidance about the exercise by landlords of their functions under section 145.
- (2) In the exercise of those functions, a landlord must have regard to guidance issued under subsection (1).

RHAN 9**TERFYNU ETC. CONTRACTAU MEDDIANNAETH****PENNOD 1****TROSOLWG A DARPARIAETHAU RHAGARWEINIOL***Trosolwg***147 Trosolwg o'r Rhan**

Mae'r tabl a ganlyn yn darparu trosolwg o'r Rhan hon –

TABL 1

PENNOD	CONTRACTAU MEDDIANNAETH Y MAE'N BERTHNASOL IDDYNT	CYNNWYS Y BENNOD
1	Pob contract meddiannaeth (ac eithrio adran 151, nad yw ond yn gymwys i gontractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig)	(a) ffyrdd y gellir terfynu contractau meddiannaeth, (b) amgylchiadau y gall landlordiaid wneud hawliad i'r llys i adennill meddiant o annedd oddi tanynt, ac (c) "hysbysiadau adennill meddiant", sef hysbysiadau y mae'n rhaid i landlordiaid eu rhoi i ddeiliaid contractau cyn gwneud hawliad meddiant o dan adran 157 (tor contract), adran 161 (mewn perthynas â seiliau rheoli ystad), adran 165 neu 170 (adennill meddiant yn dilyn hysbysiad deiliad y contract), adrannau 181 a 187 (ôl-ddyledion rhent difrifol) neu adran 191 (adennill meddiant ar ôl defnyddio cymal terfynu deiliad y contract).
2	Pob contract meddiannaeth	Amgylchiadau penodol pryd y gall contractau meddiannaeth derfynu heb hawliad meddiant.
3	Pob contract meddiannaeth	Hawliadau meddiant gan landlordiaid – (a) ar y sail fod deiliad y contract wedi torri'r contract, a (b) ar seiliau rheoli ystad.

PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

CHAPTER 1

OVERVIEW AND INTRODUCTORY PROVISIONS

Overview

147 Overview of Part

The following table provides an overview of this Part –

TABLE 1

CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
1	All occupation contracts (except section 151, which applies only to introductory standard contracts and prohibited conduct standard contracts)	(a) ways in which occupation contracts may be ended, (b) circumstances in which landlords may make a claim to the court for recovery of possession of a dwelling, and (c) “possession notices”, which are notices landlords must give to contract-holders before making a possession claim under section 157 (breach of contract), section 161 (in relation to estate management grounds), sections 165 or 170 (recovery of possession after contract-holder’s notice), section 181 or 187 (serious rent arrears) or section 191 (recovery of possession after use of contract-holder’s break clause).
2	All occupation contracts	Certain circumstances in which occupation contracts can end without a possession claim.
3	All occupation contracts	Landlords’ possession claims on – (a) ground of contract-holder’s breach of contract, and (b) estate management grounds.

4	Contractau diogel	Hawl deiliad y contract i derfynu'r contract.
5	Contractau safonol cyfnodol	(a) hawl deiliad y contract i derfynu'r contract, a (b) hawliau'r landlord i derfynu'r contract a gwneud hawliad meddiant.
6 a 7	Contractau safonol cyfnod penodol	(a) yr hyn sy'n digwydd ar ddiwedd y cyfnod, (b) hawl deiliad y contract i derfynu'r contract, a (c) hawliau'r landlord i derfynu'r contract a gwneud hawliad meddiant.
8	Contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig	Adolygiad gan landlord, pan fo'n ofynnol gan ddeiliad y contract, o benderfyniad y landlord i roi hysbysiad yn ei gwneud yn ofynnol ildio meddiant ar seiliau penodol.
9 a 10	Pob contract meddiannaeth	(a) pwerau'r llys mewn perthynas â phob hawliad meddiant, a (b) pwerau'r llys mewn perthynas â hawliadau meddiant sy'n ymwneud â seiliau meddiant yn ôl disgrisiwn.
11	Contractau diogel	Pwerau a dyletswyddau'r llys mewn perthynas â hawliadau meddiant sy'n ymwneud â hysbysiad deiliad y contract.
12	Contractau safonol	Pwerau a dyletswyddau'r llys mewn perthynas â hawliadau meddiant sy'n ymwneud â seiliau meddiant absoliwt.
13 i 15	Pob contract meddiannaeth	(a) hawliau'r landlord pan fo deiliad y contract yn cefnu ar yr annedd, (b) terfynu a gwahardd pan fo cyd-ddeiliaid contract, a (c) fforffedu a rhybudd i ymadael heb fod ar gael mewn perthynas â chontractau meddiannaeth.

Terfynu a ganiateir, hawliadau meddiant a hysbysadau yn ei gwneud yn ofynnol ildio meddiant

148 Terfynu a ganiateir etc.

- (1) Ni chaniateir terfynu contract meddiannaeth ond yn unol ag—
 - (a) telerau sylfaenol y contract sy'n ymgorffori darpariaethau sylfaenol a ddynodir yn y Rhan hon neu delerau eraill a gynhwysir yn y contract yn unol â'r Rhan hon, neu
 - (b) deddfiad.
- (2) Nid oes dim yn yr adran hon yn effeithio ar—
 - (a) unrhyw hawl sydd gan y landlord neu ddeiliad y contract i ddad-wneud y contract, na
 - (b) gweithrediad cyfraith llesteirio.

4	Secure contracts	Contract-holder's right to end the contract.
5	Periodic standard contracts	(a) contract-holder's right to end the contract, and (b) rights of landlord to end the contract and make a possession claim.
6 and 7	Fixed term standard contracts	(a) what happens at the end of the term, (b) contract-holder's right to end the contract, and (c) rights of landlord to end the contract and make a possession claim.
8	Introductory standard contracts and prohibited conduct standard contracts	Review by landlord, when required by contract-holder, of landlord's decision to give a notice requiring possession on certain grounds.
9 and 10	All occupation contracts	(a) powers of court in relation to all possession claims, and (b) powers of court in relation to possession claims concerning discretionary grounds for possession.
11	Secure contracts	Powers and duties of court in relation to possession claims concerning a contract-holder's notice.
12	Standard contracts	Powers and duties of court in relation to possession claims concerning absolute grounds for possession.
13 to 15	All occupation contracts	(a) rights of landlord in relation to abandonment of dwelling by contract-holder, (b) termination and exclusion where there are joint contract-holders, and (c) forfeiture and notices to quit not available in relation to occupation contracts.

Permissible termination, possession claims and notices requiring possession

148 Permissible termination etc.

- (1) An occupation contract may be ended only in accordance with—
 - (a) the fundamental terms of the contract which incorporate fundamental provisions set out in this Part or other terms included in the contract in accordance with this Part, or
 - (b) an enactment.
- (2) Nothing in this section affects—
 - (a) any right of the landlord or contract-holder to rescind the contract, or
 - (b) the operation of the law of frustration.

- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth; mae adran 20 yn darparu –
- (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

149 **Hawliadau meddiant**

- (1) Ni chaiff y landlord o dan gontract meddiannaeth wneud hawliad i'r llys i adennill meddiant o'r annedd oddi wrth ddeiliad y contract ("hawliad meddiant") ond yn yr amgylchiadau a amlinellir ym Mhenodau 3 i 5 a 7.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth; mae adran 20 yn darparu –
- (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

150 **Hysbysiadau adennill meddiant**

- (1) Mae'r adran hon yn gymwys mewn perthynas â hysbysiad adennill meddiant y mae'n ofynnol i landlord ei roi i ddeiliad contract cyn gwneud hawliad meddiant.
- (2) Rhaid i'r hysbysiad (yn ogystal â nodi'r sail ar gyfer gwneud yr hawliad) –
- (a) datgan bwriad y landlord i wneud hawliad meddiant,
 - (b) rhoi manylion y sail, ac
 - (c) datgan ar ôl pa ddyddiad y gall y landlord wneud hawliad meddiant.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

Hysbysiadau yn ei gwneud yn ofynnol ildio meddiant: contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig

151 **Contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig: hysbysiadau o dan adrannau 173 a 181**

- (1) Mae is-adran (2) yn gymwys i –
- (a) hysbysiad a roddir yn unol ag adran 173 (hysbysiad gan landlord) mewn perthynas â chontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig;
 - (b) hysbysiad adennill meddiant a roddir yn unol ag adran 181 (ôl-ddyledion rhent difrifol) mewn perthynas â chontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig.
- (2) Rhaid i'r hysbysiad (yn ogystal â chydymffurfio gydag unrhyw ofynion eraill o dan y Ddeddf hon) hysbysu deiliad y contract am yr hawl i wneud cais am adolygiad o dan adran 202 (adolygiad gan landlord), a'i hysbysu erbyn pryd y mae'n rhaid gwneud y cais.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol rhagarweiniol a phob contract safonol ymddygiad gwaharddedig.

- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

149 Possession claims

- (1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder (“a possession claim”) only in the circumstances set out in Chapters 3 to 5 and 7.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

150 Possession notices

- (1) This section applies in relation to a possession notice which a landlord is required to give to a contract-holder before making a possession claim.
- (2) The notice must (in addition to specifying the ground on which the claim will be made) –
 - (a) state the landlord’s intention to make a possession claim,
 - (b) give particulars of the ground, and
 - (c) state the date after which the landlord is able to make a possession claim.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

Notices requiring possession: introductory standard contracts and prohibited conduct standard contracts

151 Introductory standard contracts and prohibited conduct standard contracts: notices under sections 173 and 181

- (1) Subsection (2) applies in relation to –
 - (a) a notice given under section 173 (landlord’s notice) in connection with an introductory standard contract or a prohibited conduct standard contract;
 - (b) a possession notice given under section 181 (serious rent arrears) in connection with an introductory standard contract or a prohibited conduct standard contract.
- (2) The notice must (in addition to complying with any other requirements under this Act) inform the contract-holder of the right to apply for a review under section 202 (review by landlord), and of the time by which the application must be made.
- (3) This section is a fundamental provision which is incorporated as a term of all introductory standard contracts and prohibited conduct standard contracts.

PENNOD 2**TERFYNU ETC. HEB HAWLIAD MEDDIANT**

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

152 Deiliad y contract yn terfynu'n fuan

- (1) Caiff deiliad y contract derfynu'r contract meddiannaeth unrhyw bryd cyn y cynharaf o'r canlynol—
 - (a) y landlord yn rhoi datganiad ysgrifenedig o'r contract o dan adran 31(1) i ddeiliad y contract, neu
 - (b) y dyddiad meddiannu.
- (2) Er mwyn terfynu'r contract o dan is-adran (1), rhaid i ddeiliad y contract roi hysbysiad i'r landlord yn datgan ei fod yn terfynu'r contract.
- (3) Pan fydd yn rhoi'r hysbysiad i'r landlord, bydd deiliad y contract—
 - (a) yn peidio â bod ag unrhyw atebolrwydd o dan y contract, a
 - (b) yn dod â'r hawl i gael unrhyw flaendal, rhent neu gydnabyddiaeth arall a roddwyd i'r landlord yn unol â'r contract wedi'i ddychwelyd iddo.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

153 Terfynu drwy gytundeb

- (1) Os yw'r landlord a deiliad y contract o dan gontract meddiannaeth yn cytuno i derfynu'r contract, daw'r contract i ben—
 - (a) pan fydd deiliad y contract yn ildio meddiant o'r annedd yn unol â'r gytundeb, neu
 - (b) os nad yw'n ildio meddiant ac y gwneir contract meddiannaeth newydd i gymryd lle'r un gwreiddiol, yn union cyn dyddiad meddiannu'r contract meddiannaeth newydd.
- (2) Mae contract meddiannaeth yn gontract meddiannaeth newydd sy'n cymryd lle'r un gwreiddiol—
 - (a) os yw'n cael ei wneud mewn perthynas â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract gwreiddiol, a
 - (b) os oedd deiliad contract oddi tano hefyd yn ddeiliad contract o dan y contract gwreiddiol.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

154 Tor contract ymwrthodol ar ran y landlord

- (1) Os yw'r landlord o dan gontract meddiannaeth yn cyflawni tor contract ymwrthodol, a bod deiliad y contract yn ildio meddiant o'r annedd oherwydd y tor contract hwnnw, daw'r contract i ben pan fydd deiliad y contract yn ildio meddiant o'r annedd.

CHAPTER 2

TERMINATION ETC. WITHOUT A POSSESSION CLAIM

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

152 Early termination by contract-holder

- (1) The contract-holder may end the occupation contract at any time before the earlier of—
 - (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), or
 - (b) the occupation date.
- (2) To end the contract under subsection (1), the contract-holder must give a notice to the landlord stating that he or she is ending the contract.
- (3) On giving the notice to the landlord, the contract-holder—
 - (a) ceases to have any liability under the contract, and
 - (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

153 Termination by agreement

- (1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends—
 - (a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or
 - (b) if he or she does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- (2) An occupation contract is a substitute occupation contract if—
 - (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - (b) a contract-holder under it was also a contract-holder under the original contract.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

154 Repudiatory breach by landlord

- (1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.

- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

155 **Marwolaeth unig ddeiliad contract**

- (1) Os yw unig ddeiliad y contract o dan gontract meddiannaeth yn marw, daw'r contract i ben –
- (a) mis ar ôl marwolaeth deiliad y contract, neu
 - (b) os yw'n gynharach, pan fydd y personau awdurdodedig yn hysbysu'r landlord am y farwolaeth.
- (2) Y personau awdurdodedig yw –
- (a) cynrychiolwyr personol deiliad y contract, neu
 - (b) y rheini sydd â chaniatâd i feddiannu'r annedd sy'n 18 oed a hŷn (os oes rhai) yn gweithredu gyda'i gilydd.
- (3) Ni ddaw'r contract i ben os oes un neu ragor o bersonau yn gymwys i olynu deiliad y contract o dan adran 74.
- (4) Ni ddaw'r contract i ben os, ar farwolaeth deiliad y contract, oes gorchymyn eiddo teuluol yn effeithiol sy'n ei gwneud yn ofynnol i ddeiliad y contract drosglwyddo'r contract i berson arall.
- (5) Os, ar ôl marwolaeth deiliad y contract, yw'r gorchymyn eiddo teuluol yn peidio â chael effaith ac os nad oes unrhyw berson yn gymwys i olynu deiliad y contract, daw'r contract i ben –
- (a) pan fydd y gorchymyn yn peidio â chael effaith, neu
 - (b) os yw'n hwyrach, pan fyddai'r contract yn dod i ben o dan is-adran (1).
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth, ac eithrio contractau safonol cyfnod penodol sy'n cynnwys y ddarpariaeth a grybwyllir yn adran 139(1) (trosglwyddo ar farwolaeth unig ddeiliad contract); mae adran 20 yn darparu –
- (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

156 **Marwolaeth landlord pan fo'r contract meddiannaeth yn drwydded**

Mae contract meddiannaeth sy'n drwydded yn dod i ben pan fydd y landlord yn marw.

PENNOD 3

TERFYNU POB CONTRACT MEDDIANNAETH (HAWLIAD MEDDIANT GAN LANDLORD)

Tor contract

157 **Tor contract**

- (1) Os yw deiliad y contract o dan gontract meddiannaeth yn cyflawni tor contract, caiff y landlord wneud hawliad meddiant ar y sail honno.

- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

155 Death of sole contract-holder

- (1) If the sole contract-holder under an occupation contract dies, the contract ends –
- (a) one month after the death of the contract-holder, or
 - (b) if earlier, when the landlord is given notice of the death by the authorised persons.
- (2) The authorised persons are –
- (a) the contract-holder’s personal representatives, or
 - (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- (3) The contract does not end if under section 74 one or more persons are qualified to succeed the contract-holder.
- (4) The contract does not end if, at the contract-holder’s death, a family property order has effect which requires the contract-holder to transfer the contract to another person.
- (5) If, after the contract-holder’s death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends –
- (a) when the order ceases to have effect, or
 - (b) if later, at the time the contract would end under subsection (1).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts, except fixed term standard contracts that contain the provision mentioned in section 139(1) (transfer on death of sole contract holder); section 20 provides that this section –
- (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

156 Death of landlord where occupation contract is a licence

An occupation contract which is a licence ends on the death of the landlord.

CHAPTER 3

TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)

Breach of contract

157 Breach of contract

- (1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a possession claim.

- (2) Mae adran 209 yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu gan roi sylw i Atodlen 10).
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

158 Datganiad ffug sy'n darbwyllo'r landlord i wneud contract i'w drin fel tor contract

- (1) Os yw'r landlord o dan gontract meddiannaeth yn cael ei ddarbwylllo i wneud y contract drwy ddatganiad ffug perthnasol –
 - (a) mae deiliad y contract i'w drin fel pe bai wedi torri'r contract meddiannaeth, a
 - (b) caiff y landlord, felly, wneud hawliad meddiant ar y sail yn adran 157 (tor contract).
- (2) Mae datganiad ffug yn berthnasol os caiff ei wneud yn fwriadol neu'n fyrbwyll gan –
 - (a) deiliad y contract, neu
 - (b) person arall sy'n gweithredu ar symbyliad deiliad y contract.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth; mae adran 20 yn darparu –
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

159 Cyfyngiadau ar adran 157

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 157, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Caiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall) ar neu ar ôl y diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i ddeiliad y contract sy'n nodi bod yr adran honno wedi ei thorri.
- (3) Ni chaiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri unrhyw deler arall yn y contract cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i ddeiliad y contract sy'n nodi bod y teler hwnnw wedi ei dorri.
- (4) Yn y naill achos a'r llall, ni chaiff y landlord wneud hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

Seiliau rheoli ystad

160 Seiliau rheoli ystad

- (1) Caiff y landlord o dan gontract meddiannaeth wneud hawliad meddiant ar un neu ragor o'r seiliau rheoli ystad.

- (2) Section 209 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10).
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

158 False statement inducing landlord to make contract to be treated as breach of contract

- (1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement –
 - (a) the contract-holder is to be treated as being in breach of the occupation contract, and
 - (b) the landlord may accordingly make a possession claim on the ground in section 157 (breach of contract).
- (2) A false statement is relevant if it is made knowingly or recklessly by –
 - (a) the contract-holder, or
 - (b) another person acting at the contract-holder’s instigation.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

159 Restrictions on section 157

- (1) Before making a possession claim on the ground in section 157, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of section 55 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.
- (3) The landlord may not make a possession claim in reliance on a breach of any other term of the contract before the end of the period of one month starting with the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.
- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives the contract-holder the possession notice.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

Estate management grounds

160 Estate management grounds

- (1) The landlord under an occupation contract may make a possession claim on one or more of the estate management grounds.

- (2) Mae'r seiliau rheoli ystad wedi eu dynodi yn Rhan 1 o Atodlen 8 (mae paragraff 10 o'r Atodlen honno yn darparu bod Rhan 1 o'r Atodlen honno yn ddarpariaeth sylfaenol sy'n gymwys i bob contract meddiannaeth).
- (3) Mae adran 210 yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar sail rheoli ystad oni bai—
 - (a) ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10), a
 - (b) ei fod yn fodlon bod llety arall addas (mae'r hyn sy'n addas i'w benderfynu yn unol ag Atodlen 11) ar gael i ddeiliad y contract (neu y bydd ar gael i ddeiliad y contract pan fydd y gorchymyn yn cael effaith).
- (4) Os yw'r llys yn gwneud gorchymyn adennill meddiant ar sail rheoli ystad (ac nid ar unrhyw sail arall), rhaid i'r landlord dalu i ddeiliad y contract swm cyfwerth â'r treuliau rhesymol y mae deiliad y contract yn debygol o fynd iddynt wrth symud o'r annedd.
- (5) Nid yw is-adran (4) yn gymwys os yw'r llys yn gwneud gorchymyn adennill meddiant ar Sail A neu B (y seiliau ailddatblygu) o'r seiliau rheoli ystad (ac nid ar unrhyw sail arall).
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

161 Cyfyngiadau ar adran 160

- (1) Cyn gwneud hawliad meddiant ar sail rheoli ystad, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Ni chaiff y landlord wneud yr hawliad—
 - (a) cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract, na
 - (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (3) Os yw cynllun ailddatblygu yn cael ei gymeradwyo o dan Ran 2 o Atodlen 8 yn ddarostyngedig i amodau, caiff y landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu Sail B o'r seiliau rheoli ystad cyn bod yr amodau wedi eu bodloni.
- (4) Ni chaiff y landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu Sail G o'r seiliau rheoli ystad (dim angen y llety ar olynnydd)—
 - (a) cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod am farwolaeth y deiliad contract blaenorol, neu
 - (b) ar ôl diwedd y cyfnod o ddeuddeg mis sy'n dechrau â'r diwrnod hwnnw.
- (5) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu sail rheoli ystad H (cyd-ddeiliad contract yn gadael) i ddeiliad y contract ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth hawliau a rhwymedigaethau cyd-ddeiliad y contract i ben o dan y contract.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

- (2) The estate management grounds are set out in Part 1 of Schedule 8 (paragraph 10 of that Schedule provides that Part 1 of that Schedule is a fundamental provision applicable to all occupation contracts).
- (3) Section 210 provides that the court may not make an order for possession on an estate management ground unless—
 - (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10), and
 - (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11) is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.
- (5) Subsection (4) does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

161 Restrictions on section 160

- (1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim—
 - (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor)—
 - (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
 - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

162 Seiliau rheoli ystad: cynlluniau ailddatblygu

Mae Rhan 2 o Atodlen 8 (cymeradwyo cynlluniau ailddatblygu) yn gwneud darpariaeth sy'n ategu Sail B o'r seiliau rheoli ystad.

PENNOD 4**TERFYNU CONTRACTAU DIOGEL (HYSBYSIAD DEILIAD Y CONTRACT)****163 Hysbysiad deiliad y contract**

- (1) Caiff deiliad y contract o dan gontract diogel derfynu'r contract drwy roi hysbysiad i'r landlord y bydd yn ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

164 Y cyfnod hysbysu byrraf a ganiateir

- (1) Ni chaiff y dyddiad a bennir mewn hysbysiad o dan adran 163 fod yn llai na phedair wythnos ar ôl y diwrnod y rhoddir yr hysbysiad i'r landlord.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

165 Adennill meddiant

- (1) Os yw deiliad y contract yn methu ag ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan adran 163, caiff y landlord wneud hawliad meddiant ar y sail honno.
- (2) Mae adran 212 yn darparu bod rhaid i'r llys, os yw'n fodlon bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

166 Cyfyngiadau ar adran 165

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 165 rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Ond ni chaiff y landlord wneud yr hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (4) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu'r sail yn adran 165 i ddeiliad y contract ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad a bennir yn yr hysbysiad o dan adran 163 fel y dyddiad y byddai deiliad y contract yn ildio meddiant o'r annedd.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

162 Estate management grounds: redevelopment schemes

Part 2 of Schedule 8 (approval of redevelopment schemes) makes provision supplementing estate management Ground B.

CHAPTER 4

TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)

163 Contract-holder's notice

- (1) The contract-holder under a secure contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

164 Minimum notice period

- (1) The date specified in a notice under section 163 may not be less than four weeks after the day on which the notice is given to the landlord.
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

165 Recovery of possession

- (1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 163, the landlord may on that ground make a possession claim.
- (2) Section 212 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts.

166 Restrictions on section 165

- (1) Before making a possession claim on the ground in section 165 the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give the contract-holder a possession notice specifying the ground in section 165 after the end of the period of two months starting with the date specified in the notice under section 163 as the date on which the contract-holder would give up possession of the dwelling.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts.

167 Terfynu contract yn dilyn hysbysiad deiliad y contract

- (1) Os yw deiliad y contract yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan adran 163, neu cyn hynny, daw'r contract i ben ar y dyddiad a bennir yn yr hysbysiad.
- (2) Os yw deiliad y contract yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract i ben—
 - (a) ar y diwrnod y mae deiliad y contract yn ildio meddiant o'r annedd, neu
 - (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol ag adran 206.
- (3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract ddod i ben—
 - (a) yw deiliad y contract yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i'r landlord, a
 - (b) nad yw'r landlord yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract diogel.

PENNOD 5**TERFYNU CONTRACTAU SAFONOL CYFNODOL**

Terfynu gan ddeiliad contract: hysbysiad deiliad contract

168 Hysbysiad deiliad contract

- (1) Caiff deiliad y contract o dan gontract safonol cyfnodol derfynu'r contract drwy roi hysbysiad i'r landlord y bydd yn ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

169 Y cyfnod hysbysu byrraf a ganiateir

- (1) Ni chaiff y dyddiad a bennir mewn hysbysiad o dan adran 168 fod yn llai na phedair wythnos ar ôl y diwrnod y rhoddir yr hysbysiad i'r landlord.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

170 Adennill meddiant

- (1) Os yw deiliad y contract yn methu ag ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan adran 168, caiff y landlord wneud hawliad meddiant ar y sail honno.
- (2) Mae adran 215 yn darparu bod yn rhaid i'r llys, os yw'n fodlon bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).

167 Termination of contract on contract-holder's notice

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 163, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with section 206.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the contract-holder withdraws the notice by further notice to the landlord, and
 - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts.

CHAPTER 5**TERMINATION OF PERIODIC STANDARD CONTRACTS***Termination by contract-holder: contract-holder's notice***168 Contract-holder's notice**

- (1) The contract-holder under a periodic standard contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

169 Minimum notice period

- (1) The date specified in a notice under section 168 may not be less than four weeks after the day on which the notice is given to the landlord.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

170 Recovery of possession

- (1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 168, the landlord may on that ground make a possession claim.
- (2) Section 215 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

171 Cyfyngiadau ar adran 170

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 170 rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Ond ni chaiff y landlord wneud yr hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (4) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu'r sail yn adran 170 i ddeiliad y contract ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad a bennir yn yr hysbysiad o dan adran 168 fel y dyddiad y byddai deiliad y contract yn ildio meddiant o'r annedd.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

172 Terfynu contract yn dilyn hysbysiad deiliad y contract

- (1) Os yw deiliad y contract yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan adran 168, neu cyn hynny, daw'r contract i ben ar y dyddiad a bennir yn yr hysbysiad.
- (2) Os yw deiliad y contract yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract i ben—
- (a) ar y diwrnod y mae deiliad y contract yn ildio meddiant o'r annedd, neu
 - (b) os gwneir gorchymyn adennill meddiant, ar y diwrnod a bennir yn unol ag adran 206.
- (3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract ddod i ben—
- (a) yw deiliad y contract yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i'r landlord, a
 - (b) nad yw'r landlord yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

Terfynu gan landlord: hysbysiad y landlord

173 Hysbysiad y landlord

- (1) Caiff y landlord o dan gontract safonol cyfnodol derfynu'r contract drwy roi hysbysiad i ddeiliad y contract fod rhaid iddo ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

171 Restrictions on section 170

- (1) Before making a possession claim on the ground in section 170 the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give the contract-holder a possession notice specifying the ground in section 170 after the end of the period of two months starting with the date specified in the notice under section 168 as the date on which the contract-holder would give up possession of the dwelling.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

172 Termination of contract on contract-holder's notice

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 168 the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with section 206.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the contract-holder withdraws the notice by giving further notice to the landlord, and
 - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

Termination by landlord: landlord's notice

173 Landlord's notice

- (1) The landlord under a periodic standard contract may end the contract by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

- (3) Os nad yw'r adran hon wedi ei hymgorffori fel un o delerau contract safonol cyfnodol, ni chaiff y landlord amrywio telerau'r contract yn unol ag adran 125(1)(b) a 126 (amrywiad drwy hysbysiad y landlord).

174 Y cyfnod hysbysu byrraf a ganiateir

- (1) Ni chaiff y dyddiad a bennir mewn hysbysiad o dan adran 173 fod yn llai na dau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

175 Cyfyngiadau ar adran 173: ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 173 cyn diwedd y cyfnod o bedwar mis sy'n dechrau â diwrnod meddiannu'r contract.
- (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 â dyddiad meddiannu'r contract gwreiddiol.
- (3) At ddibenion is-adran (2) –
- (a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall –
- (i) os yw dyddiad meddiannu'r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
- (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
- (iii) os yw'r contract yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol, a
- (b) ystyr "contract gwreiddiol" yw –
- (i) pan fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar 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;
- (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.
- (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 –
- (a) nad ydynt yn ymgorffori adran 173 fel un o delerau'r contract, neu
- (b) sydd o fewn Atodlen 9 (pa un a ydynt yn ymgorffori adran 173 fel un o 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.

- (3) If this section is not incorporated as a term of a periodic standard contract, the landlord may not vary the terms of the contract in accordance with sections 125(1)(b) and 126 (variation by landlord's notice).

174 Minimum notice period

- (1) The date specified in a notice under section 173 may not be less than two months after the day on which the notice is given to the contract-holder.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

175 Restrictions on section 173: notice may not be given in first four months of occupation

- (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.
- (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.
- (3) For the purposes of subsection (2) –
- (a) an occupation contract is a substitute occupation contract if –
 - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
 - (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
 - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
 - (b) “original contract” means –
 - (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;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which –
- (a) do not incorporate section 173 as a term of the contract, or
 - (b) are within Schedule 9 (whether or not they incorporate section 173 as a term of the contract),

and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.

176 Cyfyngiadau ar adran 173: torri'r gofynion rhoi gwybodaeth

- (1) Os nad yw'r landlord yn cydymffurfio ag adran 31(1) neu (2) (dyletswydd i ddarparu datganiad ysgrifenedig o'r contract), ni chaiff y landlord roi hysbysiad o dan adran 173 cyn diwedd y cyfnod cyfyngedig.
- (2) Y cyfnod cyfyngedig yw chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi datganiad ysgrifenedig o'r contract i ddeiliad y contract.
- (3) Ni chaiff y landlord roi hysbysiad i ddeiliad y contract o dan adran 173 ar unrhyw adeg pan na fo'r landlord wedi darparu hysbysiad sy'n ofynnol o dan adran 39 (dyletswydd i ddarparu gwybodaeth).
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

177 Cyfyngiadau ar adran 173: torri gofynion sicrwydd a blaendal

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 173 ar adeg pan na fo sicrwydd y gofynnodd y landlord amdano ar ffurf nad yw adran 43 yn ei chaniatáu wedi ei ddychwelyd i'r person a'i rhoddodd.
- (2) Ni chaiff y landlord roi hysbysiad o dan adran 173 ar adeg pan fo unrhyw un neu ragor o is-adrannau (3) i (5) yn gymwys oni bai—
 - (a) bod blaendal a dalwyd mewn cysylltiad â'r contract wedi ei ddychwelyd i ddeiliad y contract (neu i unrhyw berson a dalodd y blaendal ar ei ran) naill ai'n llawn neu ar ôl tynnu unrhyw symiau a gytunwyd, neu
 - (b) bod cais i'r llys sirol wedi ei wneud o dan baragraff 2 o Atodlen 5 a bod y llys sirol wedi dyfarnu arno, ei fod wedi ei dynnu'n ôl, neu ei fod wedi ei setlo drwy gytundeb rhwng y partïon.
- (3) Mae blaendal wedi ei dalu mewn cysylltiad â'r contract ond ni chydymffurfiwyd â gofynion cychwynnol cynllun blaendal awdurdodedig.
- (4) Mae blaendal wedi ei dalu mewn cysylltiad â'r contract ond nid yw'r landlord wedi darparu'r wybodaeth sy'n ofynnol yn ôl adran 45(2)(b).
- (5) Nid yw blaendal a dalwyd mewn cysylltiad â'r contract yn cael ei ddal yn unol â chynllun blaendal awdurdodedig.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol sy'n ymgorffori adran 173 fel un o delerau'r contract; mae adran 20 yn darparu—
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

178 Adennill meddiant

- (1) Os yw'r landlord yn rhoi hysbysiad i ddeiliad y contract o dan adran 173, caiff y landlord wneud hawliad meddiant ar y sail honno.

176 Restrictions on section 173: breach of information requirements

- (1) If the landlord does not comply with section 31(1) or (2) (duty to provide written statement of contract), the landlord may not give notice under section 173 before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not give the contract-holder notice under section 173 at any time when the landlord has not provided a notice required under section 39 (duty to provide information).
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

177 Restrictions on section 173: breach of security and deposit requirements

- (1) The landlord may not give notice under section 173 at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) The landlord may not give notice under section 173 at a time when any of subsections (3) to (5) apply unless –
 - (a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
 - (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.
- (6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

178 Recovery of possession

- (1) If the landlord gives the contract-holder a notice under section 173, the landlord may on that ground make a possession claim.

- (2) Mae adran 215 yn darparu bod yn rhaid i'r llys, os yw wedi ei fodloni bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd, oni bai bod adran 217 (troi allan dialgar: contractau safonol) yn gymwys (ac yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

179 Cyfyngiad ar adran 178

- (1) Ni chaiff y landlord wneud hawliad meddiant ar y sail yn adran 178—
 - (a) cyn y dyddiad a bennir yn yr hysbysiad y rhoddodd y landlord i ddeiliad y contract o dan adran 173, na
 - (b) ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad hwnnw.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

180 Terfynu contract yn dilyn hysbysiad y landlord

- (1) Os yw deiliad y contract yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan adran 173, neu cyn hynny, daw'r contract i ben ar y dyddiad a bennir yn yr hysbysiad.
- (2) Os yw deiliad y contract yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract i ben—
 - (a) ar y diwrnod y mae deiliad y contract yn ildio meddiant o'r annedd, neu
 - (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol ag adran 206.
- (3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract ddod i ben—
 - (a) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, a
 - (b) nad yw deiliad y contract yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

Terfynu gan landlord: ôl-ddyledion rhent difrifol

181 Ôl-ddyledion rhent difrifol

- (1) Os oes gan ddeiliad y contract o dan gontract safonol cyfnodol ôl-ddyledion rhent difrifol, caiff y landlord wneud hawliad meddiant ar y sail honno.
- (2) Mae gan ddeiliad y contract ôl-ddyledion rhent difrifol—
 - (a) pan fo'r cyfnod rhentu yn wythnos, yn bythefnos neu'n bedair wythnos, os oes o leiaf wyth wythnos o rent heb ei dalu;
 - (b) pan fo'r cyfnod rhentu yn fis, os oes o leiaf ddau fis o rent heb ei dalu;

- (2) Section 215 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 (retaliatory evictions: standard contracts) applies (and subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

179 Restriction on section 178

- (1) The landlord may not make a possession claim on the ground in section 178 –
 - (a) before the date specified in the notice given by the landlord to the contract-holder under section 173, or
 - (b) after the end of the period of two months starting with that date.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

180 Termination of contract on landlord's notice

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 173, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with section 206.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the landlord withdraws the notice by further notice to the contract-holder, and
 - (b) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

Termination by landlord: serious rent arrears

181 Serious rent arrears

- (1) If the contract-holder under a periodic standard contract is in serious rent arrears, the landlord may on that ground make a possession claim.
- (2) The contract-holder is seriously in arrears with his or her rent –
 - (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
 - (b) where the rental period is a month, if at least two months' rent is unpaid;

- (c) pan fo'r cyfnod rhentu yn chwarter, os oes rhent o leiaf un chwarter dros dri mis yn hwyr;
 - (d) pan fo'r cyfnod rhentu yn flwyddyn, os oes o leiaf 25% o'r rhent dros dri mis yn hwyr.
- (3) Mae adran 216 yn darparu bod rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod gan ddeiliad y contract—
- (a) ôl-ddyledion rhent difrifol ar y diwrnod y rhoddodd y landlord yr hysbysiad adennill meddiant i ddeiliad y contract, a
 - (b) ôl-ddyledion rhent difrifol ar y diwrnod y mae'r llys yn gwrando'r achos ar yr hawliad meddiant.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

182 Cyfyngiadau ar adran 181

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 181, rhaid i'r landlord roi hysbysiad adennill meddiant sy'n pennu'r sail honno i ddeiliad y contract.
- (2) Ni chaiff landlord o dan gontract safonol cyfnodol nad yw'n gontract safonol rhagarweiniol neu'n gontract safonol ymddygiad gwaharddedig wneud yr hawliad—
- (a) cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract, na
 - (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (3) Ni chaiff y landlord o dan gontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig wneud yr hawliad—
- (a) cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract, na
 - (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (4) Mae is-adran (1) yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol, ac
- (a) mae is-adran (2) yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol nad yw'n gontract safonol rhagarweiniol neu'n gontract safonol ymddygiad gwaharddedig;
 - (b) mae is-adran (3) yn ddarpariaeth sylfaenol nad yw ond wedi ei hymgorffori fel un o delerau contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig.

Terfynu contractau safonol cyfnodol a oedd yn gontractau safonol cyfnod penodol

183 Perthnasedd digwyddiadau o dan gontract safonol cyfnod penodol

- (1) Caiff y landlord o dan gontract safonol cyfnodol sy'n bodoli yn sgil adran 184(2) (contractau safonol cyfnodol sy'n bodoli yn sgil diwedd cyfnod penodol) wneud hawliad meddiant gan ddibynnu ar—

- (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
 - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 216 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder –
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
 - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

182 Restrictions on section 181

- (1) Before making a possession claim on the ground in section 181, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord under a periodic standard contract that is not an introductory standard contract or a prohibited conduct standard contract may not make the claim –
- (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.
- (3) The landlord under an introductory standard contract or a prohibited conduct standard contract may not make the claim –
- (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.
- (4) Subsection (1) is a fundamental provision which is incorporated as a term of all periodic standard contracts, and –
- (a) subsection (2) is a fundamental provision which is incorporated as a term of all periodic standard contracts that are not introductory standard contracts or prohibited conduct standard contracts;
 - (b) subsection (3) is a fundamental provision which is incorporated as a term only of introductory standard contracts and prohibited conduct standard contracts.

Termination of periodic standard contracts which were fixed term standard contracts

183 Relevance of events under fixed term standard contract

- (1) The landlord under a periodic standard contract which arises under section 184(2) (periodic standard contract arising at end of fixed term) may make a possession claim in reliance on –

- (a) hysbysiad adennill meddiant, neu
 - (b) hysbysiad o dan adran 186,
- y rhoddodd y landlord i ddeiliad y contract cyn diwedd y contract cyfnod penodol.
- (2) Mae adrannau 174 i 177, 179 a 180 yn gymwys i hysbysiad o dan adran 186(1), ac i hawliad meddiant ar y sail yn adran 186(5), fel y maent yn gymwys i hysbysiad o dan adran 173 ac i hawliad meddiant ar y sail yn adran 178.
 - (3) Mewn unrhyw hysbysiad adennill meddiant y mae'r landlord yn ei roi i ddeiliad y contract, caiff y landlord ddibynnu ar ddigwyddiadau a ddigwyddodd cyn diwedd y contract safonol cyfnod penodol.
 - (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau contractau safonol cyfnodol sy'n bodoli yn sgil adran 184(2).

PENNOD 6

CONTRACTAU SAFONOL CYFNOD PENODOL: DIWEDD Y CYFNOD PENODOL

184 Diwedd y cyfnod penodol

- (1) Mae contract safonol cyfnod penodol yn dod i ben ar ddiwedd y cyfnod y'i gwneir ar ei gyfer.
- (2) Os yw deiliad y contract yn dal i feddiannu'r annedd ar ôl diwedd y cyfnod, mae'r landlord a deiliad y contract i'w trin fel pe baent wedi gwneud contract safonol cyfnodol newydd mewn perthynas â'r annedd.
- (3) Mae gan y contract newydd—
 - (a) dyddiad meddiannu sy'n dod yn union ar ôl diwedd y cyfnod penodol, a
 - (b) cyfnodau rhentu sydd yr un fath â'r rheini yr oedd rhent yn daladwy ar eu cyfer ddiwethaf o dan y contract cyfnod penodol.
- (4) Mae'r darpariaethau sylfaenol ac atodol sy'n gymwys i gontractau safonol cyfnodol wedi eu hymgorffori fel telerau'r contract newydd heb eu haddasu.
- (5) Yn ddarostyngedig i is-adrannau (3) a (4), mae i'r contract newydd yr un telerau â'r contract cyfnod penodol yn union cyn iddo ddod i ben.
- (6) Nid yw contract meddiannaeth newydd yn dod i fodolaeth fel y disgrifir yn is-adran (2) os yw'r landlord a deiliad y contract wedi gwneud contract meddiannaeth newydd mewn perthynas â'r un annedd (neu'r un annedd i raddau helaeth) sydd â dyddiad meddiannu yn union ar ôl i'r contract cyfnod penodol ddod i ben.
- (7) Os, cyn neu ar ddyddiad meddiannu contract meddiannaeth newydd sy'n dod i fodolaeth fel y disgrifir yn is-adran (2) neu (6)—
 - (a) yw deiliad y contract yn ymrwymo i rwymedigaeth i gyflawni gweithred a fydd yn peri i'r contract newydd ddod i ben, neu
 - (b) yw deiliad y contract yn rhoi unrhyw hysbysiad neu ddogfen arall a fyddai, oni bai am yr is-adran hon, yn peri i'r contract newydd ddod i ben,

ni ellir gorfodi'r rhwymedigaeth neu (yn ôl y digwydd) nid oes unrhyw effaith i'r hysbysiad neu'r ddogfen.

- (a) a possession notice, or
 - (b) a notice under section 186,
- which the landlord gave to the contract-holder before the end of the fixed term contract.
- (2) Sections 174 to 177, 179 and 180 apply to a notice under section 186(1), and a possession claim on the ground in section 186(5), as they apply to a notice under section 173 and a possession claim on the ground in section 178.
 - (3) In any possession notice the landlord gives to the contract-holder, the landlord may rely on events which occurred before the end of the fixed term standard contract.
 - (4) This section is a fundamental provision which is incorporated as a term of periodic standard contracts which arise under section 184(2).

CHAPTER 6

FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM

184 End of fixed term

- (1) A fixed term standard contract ends at the end of the term for which it is made.
- (2) If the contract-holder remains in occupation of the dwelling after the end of the term, the landlord and the contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling.
- (3) The new contract –
 - (a) has an occupation date falling immediately after the end of the fixed term, and
 - (b) has rental periods that are the same as those for which rent was last payable under the fixed term contract.
- (4) The fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the new contract without modification.
- (5) Subject to subsections (3) and (4), the new contract has the same terms as the fixed term contract immediately before it ended.
- (6) A new occupation contract does not arise as described in subsection (2) if 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 fixed term contract ends.
- (7) If, before or on the occupation date of a new occupation contract arising as described in subsection (2) or (6) –
 - (a) the contract-holder enters into an obligation to do an act which will cause the new contract to end, or
 - (b) the contract-holder gives any notice or other document that would, but for this subsection, cause the new contract to end,

the obligation is unenforceable or (as the case may be) the notice or document is of no effect.

- (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).

185 Caniatáu i ddatganiad ysgrifenedig ymdrin â chontract safonol cyfnodol sy'n codi o dan adran 184(2)

- (1) Caiff datganiad ysgrifenedig o gontract safonol cyfnod penodol, o ran y contract safonol cyfnodol a allai godi o dan adran 184(2) ("y contract posibl"), nodi beth fyddai telerau'r contract hwnnw o dan adran 184(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).

PENNOD 7

TERFYNU CONTRACTAU SAFONOL CYFNOD PENODOL

Diwedd cyfnod penodol: hysbysiad y landlord

186 Hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol

- (1) Caiff y landlord o dan gontract safonol cyfnod penodol, cyn neu ar ddiwrnod olaf y cyfnod y gwnaed y contract ar ei gyfer, roi hysbysiad i ddeiliad y contract fod rhaid iddo ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.
- (2) Ni chaiff y dyddiad a bennir fod yn llai na chwe mis ar ôl –
- (a) dyddiad meddiannu'r contract, neu
 - (b) os yw'r contract yn gontract sy'n cymryd lle contract arall, dyddiad meddiannu'r contract gwreiddiol.
- (3) Yn ddarostyngedig i is-adran (2), o ran y dyddiad a bennir –
- (a) ni chaiff fod cyn diwrnod olaf y cyfnod y gwnaed y contract ar ei gyfer, a
 - (b) ni chaiff fod yn llai na dau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract.
- (4) At ddibenion is-adran (2) –
- (a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall –

- (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).

185 Written statement may address periodic standard contract arising under section 184(2)

- (1) A written statement of a fixed term standard contract may, as regards the periodic standard contract which may arise under section 184(2) (“the potential contract”), set out what the terms of that contract would be under section 184(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).

CHAPTER 7

TERMINATION OF FIXED TERM STANDARD CONTRACTS

End of fixed term: landlord's notice

186 Landlord's notice in connection with end of term

- (1) The landlord under a fixed term standard contract may, before or on the last day of the term for which the contract was made, give the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) 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.
- (3) Subject to subsection (2), the specified date –
- (a) may not be before the last day of the term for which the contract was made, and
 - (b) may not be less than two months after the day on which the notice is given to the contract-holder.
- (4) For the purposes of subsection (2) –
- (a) an occupation contract is a substitute occupation contract if –

- (i) os yw dyddiad meddiannu'r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
 - (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
 - (iii) os yw'r contract yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol, a
- (b) ystyr "contract gwreiddiol" yw –
- (i) pan fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar 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;
 - (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.
- (5) Os yw'r landlord yn rhoi hysbysiad i ddeiliad y contract o dan is-adran (1), caiff y landlord wneud hawliad meddiant ar y sail honno.
- (6) Mae adran 215 yn darparu bod yn rhaid i'r llys, os yw wedi ei fodloni bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (7) Ni chaiff y landlord wneud hawliad meddiant ar y sail honno cyn diwedd y contract safonol cyfnod penodol.
- (8) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol; mae is-adrannau (2) a (4) yn ddarpariaethau sylfaenol sydd wedi eu hymgorffori fel un o delerau pob contract safonol cyfnod penodol, ac eithrio contractau safonol cyfnod penodol –
- (a) nad ydynt yn ymgorffori is-adran (1) fel un o delerau'r contract, neu
 - (b) sydd o fewn Atodlen 9 (pa un a ydynt yn ymgorffori is-adran (1) fel un o delerau'r contract ai peidio),

ac mae adran 20 yn darparu bod rhaid ymgorffori'r is-adrannau hynny, ac na chaniateir eu hymgorffori ynghyd ag addasiadau iddynt.

Terfynu gan y landlord: ôl-ddyledion rhent difrifol

187 Ôl-ddyledion rhent difrifol

- (1) Os oes gan ddeiliad y contract o dan gontract safonol cyfnod penodol ôl-ddyledion rhent difrifol, caiff y landlord wneud hawliad meddiant ar y sail honno.
- (2) Mae gan ddeiliad y contract ôl-ddyledion rhent difrifol –
 - (a) pan fo'r cyfnod rhentu yn wythnos, yn bythefnos neu'n bedair wythnos, os oes o leiaf wyth wythnos o rent heb ei dalu;
 - (b) pan fo'r cyfnod rhentu yn fis, os oes o leiaf ddau fis o rent heb ei dalu;

- (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
 - (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
 - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
- (b) “original contract” means –
- (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;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- (5) If the landlord gives the contract-holder a notice under subsection (1), the landlord may on that ground make a possession claim.
- (6) Section 215 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).
- (7) The landlord may not make a possession claim on that ground before the end of the fixed term standard contract.
- (8) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; subsections (2) and (4) are fundamental provisions which are incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which –
- (a) do not incorporate subsection (1) as a term of the contract, or
 - (b) are within Schedule 9 (whether or not they incorporate subsection (1) as a term of the contract),

and section 20 provides that those subsections must be incorporated, and must not be incorporated with modifications.

Termination by landlord: serious rent arrears

187 Serious rent arrears

- (1) If the contract-holder under a fixed term standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.
- (2) The contract-holder is seriously in arrears with his or her rent –
 - (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks’ rent is unpaid;
 - (b) where the rental period is a month, if at least two months’ rent is unpaid;

- (c) pan fo'r cyfnod rhentu yn chwarter, os oes rhent o leiaf un chwarter dros dri mis yn hwyr;
 - (d) pan fo'r cyfnod rhentu yn flwyddyn, os oes o leiaf 25% o'r rhent dros dri mis yn hwyr.
- (3) Mae adran 216 yn darparu bod rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod gan ddeiliad y contract—
- (a) ôl-ddyledion rhent difrifol ar y diwrnod y rhoddodd y landlord yr hysbysiad adennill meddiant i ddeiliad y contract, a
 - (b) ôl-ddyledion rhent difrifol ar y diwrnod y mae'r llys yn gwrando'r achos ar yr hawliad meddiant.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

188 Cyfyngiadau ar adran 187

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 187, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Ni chaiff y landlord wneud yr hawliad—
 - (a) cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract, na
 - (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

Cymal terfynu deiliad y contract

189 Cymal terfynu deiliad contract

- (1) Caiff contract safonol cyfnod penodol gynnwys teler sy'n galluogi deiliad y contract i derfynu'r contract cyn diwedd y cyfnod penodol drwy roi hysbysiad i'r landlord y bydd yn ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.
- (2) Mae cyfeiriadau yn y Ddeddf hon at gymal terfynu deiliad y contract, mewn perthynas â chontract safonol cyfnod penodol, yn gyfeiriadau at y teler a grybwyllir yn is-adran (1).

190 Y cyfnod hysbysu byrraf a ganiateir

- (1) Ni chaiff y dyddiad a bennir mewn hysbysiad o dan gymal terfynu deiliad y contract fod yn llai na phedair wythnos ar ôl y diwrnod y rhoddir yr hysbysiad i'r landlord.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu deiliad y contract.

191 Adennill meddiant

- (1) Os yw deiliad contract yn methu ag ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan gymal terfynu deiliad y contract, caiff y landlord wneud hawliad meddiant ar y sail honno.

- (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
 - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 216 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder –
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
 - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

188 Restrictions on section 187

- (1) Before making a possession claim on the ground in section 187, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim –
- (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

Contract-holder's break clause

189 Contract-holder's break clause

- (1) A fixed term standard contract may contain a term enabling the contract-holder to end the contract before the end of the fixed term by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) References in this Act to a contract-holder's break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

190 Minimum notice period

- (1) The date specified in a notice under a contract-holder's break clause may not be less than four weeks after the day on which the notice is given to the landlord.
- (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

191 Recovery of possession

- (1) If a contract-holder fails to give up possession of the dwelling on the date specified in a notice under a contract-holder's break clause, the landlord may on that ground make a possession claim.

- (2) Mae adran 215 yn darparu bod yn rhaid i'r llys, os yw'n fodlon bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu deiliad y contract.

192 Cyfyngiadau ar adran 191

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 191 rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Ond ni chaiff y landlord wneud yr hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.
- (4) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu'r sail yn adran 191 i ddeiliad y contract ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad a bennir yn yr hysbysiad o dan gymal terfynu deiliad y contract fel y dyddiad y byddai deiliad y contract yn ildio meddiant o'r annedd.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu deiliad y contract.

193 Terfynu contract o dan gymal terfynu deiliad y contract

- (1) Os yw deiliad y contract yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan gymal terfynu deiliad y contract, neu cyn hynny, daw'r contract i ben ar y dyddiad a bennir yn yr hysbysiad.
- (2) Os yw deiliad y contract yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract i ben—
 - (a) ar y diwrnod y mae deiliad y contract yn ildio meddiant o'r annedd, neu
 - (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol ag adran 206.
- (3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract ddod i ben—
 - (a) yw deiliad y contract yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i'r landlord, a
 - (b) nad yw'r landlord yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu deiliad y contract.

Cymal terfynu'r landlord

194 Cymal terfynu'r landlord

- (1) Caiff contract safonol cyfnod penodol gynnwys teler sy'n galluogi'r landlord i derfynu'r contract cyn diwedd y cyfnod penodol drwy roi hysbysiad i ddeiliad y contract y bydd yn rhaid iddo ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.

- (2) Section 215 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

192 Restrictions on section 191

- (1) Before making a possession claim on the ground in section 191 the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give the contract-holder a possession notice specifying the ground in section 191 after the end of the period of two months starting with the date specified in the notice under the contract-holder's break clause as the date on which the contract-holder would give up possession of the dwelling.
- (5) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

193 Termination of contract under contract-holder's break clause

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the contract-holder's break clause, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with section 206.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the contract-holder withdraws the notice by further notice to the landlord, and
 - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

Landlord's break clause

194 Landlord's break clause

- (1) A fixed term standard contract may contain a term enabling the landlord to end the contract before the end of the fixed term by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.

- (2) Mae cyfeiriadau yn y Ddeddf hon at gymal terfynu'r landlord, mewn perthynas â chontract safonol cyfnod penodol, yn gyfeiriadau at y teler a grybwyllir yn is-adran (1).

195 Y cyfnod hysbysu byrraf a ganiateir

- (1) Ni chaiff y dyddiad a bennir mewn hysbysiad o dan gymal terfynu'r landlord fod yn llai na dau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord.

196 Cyfyngiadau ar ddefnyddio cymal terfynu'r landlord: pedwar mis cyntaf meddiannaeth

- (1) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord cyn diwedd y cyfnod o bedwar mis sy'n dechrau â diwrnod meddiannu'r contract.
- (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 â dyddiad meddiannu'r contract gwreiddiol.
- (3) At ddibenion is-adran (2) –
- (a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall –
- (i) os yw dyddiad meddiannu'r contract yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
- (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
- (iii) os yw'r contract yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol, a
- (b) ystyr "contract gwreiddiol" yw –
- (i) pan fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar 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;
- (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.
- (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 –
- (a) nad ydynt yn cynnwys cymal terfynu'r landlord, neu
- (b) sydd o fewn Atodlen 9 (pa un a ydynt yn cynnwys cymal terfynu'r landlord ai peidio),

ac mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon, ac na chaniateir ei hymgorffori ynghyd ag addasiadau iddi.

- (2) References in this Act to a landlord’s break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

195 Minimum notice period

- (1) The date specified in a notice under a landlord’s break clause may not be less than two months after the day on which the notice is given to the contract-holder.
- (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord’s break clause.

196 Restrictions on use of landlord’s break clause: first four months of occupation

- (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.
- (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.
- (3) For the purposes of subsection (2) –
- (a) an occupation contract is a substitute occupation contract if –
 - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
 - (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
 - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
 - (b) “original contract” means –
 - (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;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- (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 –
- (a) do not have a landlord’s break clause, or
 - (b) are within Schedule 9 (whether or not they have a landlord’s break clause),
- and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.

197 Cyfyngiadau ar y defnydd o gymal terfynu'r landlord: torri'r gofynion rhoi gwybodaeth

- (1) Os nad yw'r landlord yn cydymffurfio ag adran 31(1) neu (2) (dyletswydd i ddarparu datganiad ysgrifenedig o'r contract), ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord cyn diwedd y cyfnod cyfyngedig.
- (2) Y cyfnod cyfyngedig yw chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi datganiad ysgrifenedig o'r contract i ddeiliad y contract.
- (3) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord ar unrhyw adeg pan na fo'r landlord wedi darparu hysbysiad sy'n ofynnol o dan adran 39 (dyletswydd i ddarparu gwybodaeth).
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord.

198 Cyfyngiadau ar y defnydd o gymal terfynu'r landlord: gofynion sicrwydd a blaendal

- (1) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord ar adeg pan na fo sicrwydd y gofynnodd y landlord amdano ar ffurf nad yw adran 43 yn ei chaniatáu wedi ei ddychwelyd i'r person a'i rhoddodd.
- (2) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu'r landlord ar adeg pan fo unrhyw un neu ragor o is-adrannau (3) i (5) yn gymwys oni bai—
 - (a) bod blaendal a dalwyd mewn cysylltiad â'r contract wedi ei ddychwelyd i ddeiliad y contract (neu i unrhyw berson a dalodd y blaendal ar ei ran) naill ai'n llawn neu ar ôl tynnu unrhyw symiau a gytunwyd, neu
 - (b) bod cais i'r llys sirol wedi ei wneud o dan baragraff 2 o Atodlen 5 a bod y llys sirol wedi dyfarnu arno, ei fod wedi ei dynnu'n ôl, neu ei fod wedi ei setlo drwy gytundeb rhwng y partion.
- (3) Mae blaendal wedi ei dalu mewn cysylltiad â'r contract ond ni chydymffurfiwyd â gofynion cychwynnol cynllun blaendal awdurdodedig.
- (4) Mae blaendal wedi ei dalu mewn cysylltiad â'r contract ond nid yw'r landlord wedi darparu'r wybodaeth sy'n ofynnol yn ôl adran 45(2)(b).
- (5) Nid yw blaendal a dalwyd mewn cysylltiad â'r contract yn cael ei ddal yn unol â chynllun blaendal awdurdodedig.
- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord; mae adran 20 yn darparu—
 - (a) bod rhaid ymgorffori'r adran hon, a
 - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

199 Adennill meddiant

- (1) Os yw'r landlord yn rhoi hysbysiad i ddeiliad y contract o dan gymal terfynu'r landlord, caiff y landlord wneud hawliad meddiant ar y sail honno.

197 Restrictions on use of landlord's break clause: breach of information requirements

- (1) If the landlord does not comply with section 31(1) or (2) (duty to provide written statement of contract), the landlord may not give notice under a landlord's break clause before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not give notice under a landlord's break clause at any time when the landlord has not provided a notice required under section 39 (duty to provide information).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

198 Restrictions on use of landlord's break clause: security and deposit requirements

- (1) The landlord may not give notice under a landlord's break clause at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) The landlord may not give notice under a landlord's break clause at a time when any of subsections (3) to (5) apply unless –
 - (a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
 - (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.
- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause; section 20 provides that this section –
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

199 Recovery of possession

- (1) If the landlord gives the contract-holder a notice under the landlord's break clause, the landlord may on that ground make a possession claim.

- (2) Mae adran 215 yn darparu bod yn rhaid i'r llys, os yw wedi ei fodloni bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd, oni bai bod adran 217 (troi allan dialgar) yn gymwys (ac yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord.

200 Cyfyngiad ar adran 199

- (1) Ni chaiff y landlord wneud hawliad meddiant ar y sail yn adran 199—
 - (a) cyn y dyddiad a bennir yn yr hysbysiad y rhoddodd y landlord i ddeiliad y contract o dan gymal terfynu'r landlord, na
 - (b) ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad hwnnw.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord.

201 Terfynu contract o dan gymal terfynu'r landlord

- (1) Os yw deiliad y contract yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan gymal terfynu'r landlord, neu cyn hynny, daw'r contract i ben ar y dyddiad a bennir yn yr hysbysiad.
- (2) Os yw deiliad y contract yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract i ben—
 - (a) ar y diwrnod y mae deiliad y contract yn ildio meddiant o'r annedd, neu
 - (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol ag adran 206.
- (3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract ddod i ben—
 - (a) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, a
 - (b) nad yw deiliad y contract yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord.

PENNOD 8

ADOLYGIAD GAN LANDLORD O BENDERFYNIAD I ROI HYSBYSIAD YN EI GWNEUD YN OFYNNOL ILDIO MEDDIANT

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU SAFONOL RHAGARWEINIOL A CHONTRACTAU SAFONOL YMDDYGIAD GWAHARDDDEDIG)

202 Adolygiad o benderfyniad i derfynu contract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig

- (1) Nid yw'r adran hon yn gymwys ond mewn perthynas â chontractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig.

- (2) Section 215 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

200 Restriction on section 199

- (1) The landlord may not make a possession claim on the ground in section 199 –
 - (a) before the date specified in the notice given by the landlord to the contract-holder under the landlord's break clause, or
 - (b) after the end of the period of two months starting with that date.
- (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

201 Termination of contract under landlord's break clause

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the landlord's break clause, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with section 206.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the landlord withdraws the notice by further notice to the contract-holder, and
 - (b) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

CHAPTER 8

REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE REQUIRING POSSESSION

(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)

202 Review of decision to terminate introductory standard contract or prohibited conduct standard contract

- (1) This section applies only in relation to introductory standard contracts and prohibited conduct standard contracts.

- (2) Os yw'r landlord yn penderfynu rhoi hysbysiad i ddeiliad contract o dan adran 173 (hysbysiad y landlord) neu i roi hysbysiad adennill meddiant sy'n pennu'r sail yn adran 181 (ôl-ddyledion rhent difrifol), caiff deiliad y contract ofyn i'r landlord gynnal adolygiad o'r penderfyniad hwnnw.
- (3) Rhaid gwneud cais am adolygiad i'r landlord cyn diwedd y cyfnod o 14 diwrnod (neu unrhyw gyfnod hwy a ganiateir mewn ysgrifenedd gan y landlord) sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad i ddeiliad y contract.

203 Adolygiad y landlord o benderfyniad i roi hysbysiad

- (1) Os yw deiliad y contract, yn unol ag adran 202, yn gofyn am adolygiad o benderfyniad y landlord i roi hysbysiad, rhaid i'r landlord gynnal yr adolygiad.
- (2) Yn dilyn adolygiad, caiff y landlord –
 - (a) cadarnhau'r penderfyniad i roi'r hysbysiad, neu
 - (b) gwrthdroi'r penderfyniad.
- (3) Rhaid i'r landlord hysbysu deiliad y contract o ganlyniad yr adolygiad cyn y dyddiad y gall y landlord wneud hawliad meddiant ar ei ôl.
- (4) Os yw'r landlord yn cadarnhau'r penderfyniad, rhaid i'r hysbysiad nodi'r rhesymau dros y cadarnhad.
- (5) Caiff Gweinidogion Cymru ragnodi'r weithdrefn sydd i'w dilyn mewn cysylltiad ag adolygiad o dan yr adran hon.
- (6) Caiff rheoliadau o dan is-adran (5), ymysg pethau eraill –
 - (a) ei gwneud yn ofynnol i'r adolygiad gael ei gynnal gan berson o safle uwch priodol nad yw wedi bod yn ymwneud â'r penderfyniad, a
 - (b) dynodi amgylchiadau pan fo hawl gan ddeiliad y contract i wrandawriad llafar, a dynodi a ganiateir iddo gael ei gynrychioli mewn gwrandawriad o'r fath, a chan bwy.

PENNOD 9

HAWLIADAU MEDDIANT: PWERAU'R LLYS

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

204 Hawliadau meddiant

- (1) Ni chaiff y llys wrando hawliad meddiant a wneir gan y landlord o dan contract meddiannaeth –
 - (a) os yw'r landlord wedi methu â gweithredu yn unol â pha un bynnag o'r darpariaethau a ganlyn sy'n gymwys –
 - (i) adran 126 (amrywio contract safonol cyfnodol drwy hysbysiad y landlord);
 - (ii) adran 159 (cyfyngiadau ar wneud hawliad meddiant yn dilyn tor contract);
 - (iii) adran 161 (cyfyngiadau ar wneud hawliad meddiant ar seiliau rheoli ystad);

- (2) If the landlord decides to give a contract-holder a notice under section 173 (landlord's notice) or a possession notice specifying the ground in section 181 (serious rent arrears), the contract-holder may request that the landlord carries out a review of that decision.
- (3) A request for a review must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice.

203 Landlord's review of decision to give a notice

- (1) If the contract-holder, in accordance with section 202, requests a review of the landlord's decision to give a notice, the landlord must carry out the review.
- (2) Following a review, the landlord may –
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
- (3) The landlord must notify the contract-holder of the outcome of the review before the date after which the landlord is able to make a possession claim.
- (4) If the landlord confirms the decision, the notice must set out the reasons for the confirmation.
- (5) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this section.
- (6) Regulations under subsection (5) may, amongst other things –
 - (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
 - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

CHAPTER 9

POSSESSION CLAIMS: POWERS OF COURT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

204 Possession claims

- (1) The court may not hear a possession claim made by the landlord under an occupation contract –
 - (a) if the landlord has failed to act in accordance with whichever of the following sections apply –
 - (i) section 126 (variation of periodic standard contract by landlord's notice);
 - (ii) section 159 (restrictions on making a possession claim following breach of contract);
 - (iii) section 161 (restrictions on making a possession claim on estate management grounds);

- (iv) adran 166 (cyfyngiadau ar wneud hawliad meddiant yn dilyn hysbysiad deiliad y contract: contractau diogel);
 - (v) adran 171 (cyfyngiadau ar wneud hawliad meddiant yn dilyn hysbysiad deiliad y contract: contractau safonol cyfnodol);
 - (vi) adran 175 (cyfyngiad ar roi hysbysiad y landlord o dan gontract safonol cyfnodol yn ystod pedwar mis cyntaf meddiannaeth);
 - (vii) adrannau 176, 177 a 179 (cyfyngiadau yn ymwneud â hysbysiad y landlord: contractau safonol cyfnodol);
 - (viii) adran 182 (cyfyngiadau ar wneud hawliad meddiant yn dilyn ôl-ddyledion rhent difrifol: contractau safonol cyfnodol);
 - (ix) adran 186 (cyfyngiad yn ymwneud â hysbysiad mewn cysylltiad â diwedd cyfnod penodol);
 - (x) adran 188 (cyfyngiadau ar wneud hawliad meddiant yn dilyn ôl-ddyledion rhent difrifol: contractau safonol cyfnod penodol);
 - (xi) adran 192 (cyfyngiadau ar wneud hawliad meddiant ar ôl defnyddio cymal terfynu deiliad contract mewn contract safonol cyfnod penodol);
 - (xii) adran 196 (cyfyngiad ar ddefnyddio cymal terfynu'r landlord mewn contract safonol cyfnod penodol yn ystod pedwar mis cyntaf meddiannaeth);
 - (xiii) adrannau 197, 198 a 200 (cyfyngiadau yn ymwneud â chymal terfynu'r landlord mewn contract safonol cyfnod penodol);
 - (xiv) adran 203 (adolygiad o benderfyniad i roi hysbysiad yn ceisio meddiant: contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig), neu
- (b) os oedd yn ofynnol i'r landlord roi hysbysiad adennill meddiant a'i fod wedi methu â chydymffurfio ag adran 150 neu (mewn perthynas â chontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig) adran 151.
- (2) Nid yw is-adran (1) yn gymwys os yw'r llys yn ystyried ei bod yn rhesymol hepgor y gofynion a grybwyllir yn yr is-adran honno.
- (3) Nid yw is-adran (1) yn gymwys i gais am orchymyn adennill meddiant yn erbyn isddeiliad o dan adran 65(2) (gorchymyn adennill meddiant estynedig).

205 Gorchymynion adennill meddiant

- (1) Ni chaiff y llys wneud gorchymyn yn ei gwneud yn ofynnol i ddeiliad y contract o dan gontract meddiannaeth ildio meddiant o'r annedd ond ar un neu ragor o'r seiliau yn—
- (a) adran 157 (tor contract);
 - (b) adran 160 (rheoli ystad);
 - (c) adran 165 (hysbysiad deiliad y contract: contractau diogel);
 - (d) adran 170 (hysbysiad deiliad y contract: contractau safonol cyfnodol);
 - (e) adran 178 (hysbysiad y landlord: contractau safonol cyfnodol);
 - (f) adran 181 (ôl-ddyledion rhent difrifol: contractau safonol cyfnodol);

- (iv) section 166 (restrictions on making a possession claim following contract-holder's notice: secure contracts);
 - (v) section 171 (restrictions on making a possession claim following contract-holder's notice: periodic standard contracts);
 - (vi) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation);
 - (vii) sections 176, 177 and 179 (restrictions relating to landlord's notice: periodic standard contracts);
 - (viii) section 182 (restrictions on making a possession claim following serious rent arrears: periodic standard contracts);
 - (ix) section 186 (restrictions relating to notice in connection with the end of fixed term);
 - (x) section 188 (restrictions on making a possession claim following serious rent arrears: fixed term standard contracts);
 - (xi) section 192 (restrictions on making a possession claim following use of contract-holder's break clause in a fixed term standard contract);
 - (xii) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation);
 - (xiii) sections 197, 198 and 200 (restrictions relating to landlord's break clause in a fixed term standard contract);
 - (xiv) section 203 (review of a decision to give a notice requiring possession: introductory standard contracts and prohibited conduct standard contracts), or
- (b) if the landlord was required to give a possession notice and has failed to comply with section 150 or (in relation to an introductory standard contract or a prohibited conduct standard contract) section 151.
- (2) Subsection (1) does not apply if the court considers it reasonable to dispense with the requirements mentioned in that subsection.
- (3) Subsection (1) does not apply to an application for an order for possession against a sub-holder under section 65(2) (extended possession order).

205 Orders for possession

- (1) The court may make an order requiring the contract-holder under an occupation contract to give up possession of the dwelling only on one or more of the grounds in—
- (a) section 157 (breach of contract);
 - (b) section 160 (estate management);
 - (c) section 165 (contract-holder's notice: secure contracts);
 - (d) section 170 (contract-holder's notice: periodic standard contracts);
 - (e) section 178 (landlord's notice: periodic standard contracts);
 - (f) section 181 (serious rent arrears: periodic standard contracts);

- (g) adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol);
 - (h) adran 187 (ôl-ddyledion rhent difrifol: contractau safonol cyfnod penodol);
 - (i) adran 191 (hysbysiad deiliad y contract: contractau safonol cyfnod penodol);
 - (j) adran 199 (hysbysiad y landlord: contractau safonol cyfnod penodol).
- (2) Pan fo'n ofynnol i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract, ni chaiff y llys wneud gorchymyn adennill meddiant ar sail nad yw wedi ei phennu yn hysbysiad adennill meddiant y landlord.
- (3) Ond caiff y llys ganiatáu addasu neu ychwanegu at y sail (neu'r seiliau) a bennir yn yr hysbysiad adennill meddiant ar unrhyw adeg cyn i'r llys wneud gorchymyn adennill meddiant.

206 Effaith gorchymyn adennill meddiant

- (1) Os yw'r llys yn gwneud gorchymyn sy'n ei gwneud yn ofynnol i ddeiliad y contract o dan gontract meddiannaeth ildio meddiant o'r annedd ar ddyddiad a bennir yn y gorchymyn, daw'r contract i ben—
- (a) os yw deiliad y contract yn ildio meddiant o'r annedd ar y dyddiad hwnnw, neu cyn hynny, ar y dyddiad hwnnw,
 - (b) os yw deiliad y contract yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond cyn gweithredu'r gorchymyn adennill meddiant, ar y diwrnod y mae'n ildio meddiant o'r annedd, neu
 - (c) os nad yw deiliad y contract yn ildio meddiant o'r annedd cyn gweithredu'r gorchymyn adennill meddiant, pan weithredir y gorchymyn adennill meddiant.
- (2) Mae is-adran (3) yn gymwys—
- (a) os yw'n amod o'r gorchymyn fod yn rhaid i'r landlord gynnig contract meddiannaeth newydd mewn perthynas â'r un annedd i un neu ragor o'r cyd-ddeiliaid contract (ond nid pob un ohonynt), a
 - (b) os yw'r cyd-ddeiliad contract hwnnw (neu'r cyd-ddeiliaid contract hynny) yn parhau i feddiannu'r annedd ar ddiwrnod meddiannu'r contract newydd ac ar ôl hynny.
- (3) Daw'r contract meddiannaeth y gwnaed y gorchymyn adennill meddiant mewn perthynas ag ef i ben yn union cyn dyddiad meddiannu'r contract newydd.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

207 Cymryd rhan mewn achos

- (1) Mae hawl gan berson sy'n meddiannu annedd sy'n ddarostyngedig i gontract meddiannaeth, ac sydd â hawliau cartref, cyhyd ag y bo'r person yn parhau i'w meddiannu—
- (a) i fod yn barti i unrhyw achos ar hawliad meddiant sy'n ymwneud â'r annedd, neu mewn cysylltiad â gorchymyn adennill meddiant o'r annedd, neu
 - (b) i geisio gohiriad, ataliad neu oediad o dan adran 211, 214 neu 219.

- (g) section 186 (landlord's notice in connection with end of fixed term);
 - (h) section 187 (serious rent arrears: fixed term standard contracts);
 - (i) section 191 (contract-holder's notice: fixed term standard contracts);
 - (j) section 199 (landlord's notice: fixed term standard contracts).
- (2) Where the landlord is required to give the contract-holder a possession notice, the court may not make an order for possession on a ground that is not specified in the landlord's possession notice.
- (3) But the court may allow the ground (or grounds) specified in the possession notice to be altered or added to at any time before the court makes an order for possession.

206 Effect of order for possession

- (1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends –
- (a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,
 - (b) if the contract-holder gives up possession of the dwelling after that date but before the order for possession is executed, on the day on which he or she gives up possession of the dwelling, or
 - (c) if the contract-holder does not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) Subsection (3) applies if –
- (a) it is a condition of the order that the landlord must offer a new occupation contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
 - (b) that joint contract-holder (or those joint contract-holders) continue to occupy the dwelling on and after the occupation date of the new contract.
- (3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

207 Participation in proceedings

- (1) A person occupying a dwelling subject to an occupation contract who has home rights is entitled, so long as the person remains in occupation –
- (a) to be a party to any proceedings on a possession claim relating to the dwelling, or in connection with an order for possession of the dwelling, or
 - (b) to seek an adjournment, postponement, stay or suspension under section 211, 214 or 219.

- (2) Mae i “hawliau cartref” yr un ystyr ag a roddir i “home rights” yn adran 30(2) o Ddeddf Cyfraith Teulu 1996 (p. 27).

208 Camliwio neu gelu ffeithiau i gael gorchymyn adennill meddiant

- (1) Mae’r adran hon yn gymwys os yw’r llys, ar ôl i’r landlord o dan gontract meddiannaeth gael gorchymyn adennill meddiant yn erbyn deiliad y contract, yn fodlon bod y gorchymyn wedi ei gael drwy gamliwio neu gelu ffeithiau perthnasol.
- (2) Caiff y llys orchymyn i’r landlord dalu i ddeiliad y contract unrhyw swm sy’n ymddangos yn ddigollediad digonol am niwed neu golled a gafodd deiliad y contract o ganlyniad i’r gorchymyn.

PENNOD 10

HAWLIADAU MEDDIANT: PWERAU’R LLYS MEWN PERTHYNAS Â SEILIAU YN ÔL DISGRESIWN

(MAE’R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

209 Sail tor contract

- (1) Mae’r adran hon yn gymwys os yw’r landlord o dan gontract meddiannaeth yn gwneud hawliad meddiant ar y sail yn adran 157 (tor contract).
- (2) Ni chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny.
- (3) Nid yw’r llys wedi ei atal rhag gwneud gorchymyn adennill meddiant ar y sail honno ond am fod deiliad y contract wedi rhoi’r gorau i gyflawni’r tor contract cyn i’r landlord wneud yr hawliad meddiant.
- (4) Mae Atodlen 10 yn gwneud darpariaeth ynghylch rhesymoldeb gwneud gorchymyn adennill meddiant.

210 Seiliau rheoli ystad

- (1) Mae’r adran hon yn gymwys os yw’r landlord o dan gontract meddiannaeth yn gwneud hawliad meddiant o dan adran 160 ar un neu ragor o’r seiliau rheoli ystad.
- (2) Ni chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno (neu ar y seiliau hynny) oni bai—
- (a) ei fod yn ystyried ei bod yn rhesymol gwneud hynny, a
 - (b) ei fod yn fodlon bod llety arall addas ar gael i ddeiliad y contract (neu y bydd ar gael i ddeiliad y contract pan fydd y gorchymyn yn cael effaith).
- (3) Mae Atodlen 10 yn gwneud darpariaeth ynghylch rhesymoldeb gwneud gorchymyn am feddiant.
- (4) Penderfynir a oes llety arall addas ar gael i ddeiliad y contract neu a fydd ar gael gan roi sylw i Atodlen 11.

- (2) “Home rights” has the meaning given by section 30(2) of the Family Law Act 1996 (c. 27).

208 Misrepresentation or concealment of facts used to obtain order for possession

- (1) This section applies if, after the landlord under an occupation contract obtains an order for possession against the contract-holder, the court is satisfied that the order was obtained by misrepresentation or concealment of material facts.
- (2) The court may order the landlord to pay to the contract-holder such sum as appears sufficient compensation for damage or loss sustained by the contract-holder as a result of the order.

CHAPTER 10

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

209 Breach of contract ground

- (1) This section applies if the landlord under an occupation contract makes a possession claim on the ground in section 157 (breach of contract).
- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the contract-holder ceased to be in breach of the contract before the landlord made the possession claim.
- (4) Schedule 10 makes provision as regards the reasonableness of making an order for possession.

210 Estate management grounds

- (1) This section applies if the landlord under an occupation contract makes a possession claim under section 160 on one or more of the estate management grounds.
- (2) The court may not make an order for possession on that ground (or those grounds) unless –
- (a) it considers it reasonable to do so, and
 - (b) it is satisfied that suitable alternative accommodation is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (3) Schedule 10 makes provision as regards the reasonableness of making an order for possession.
- (4) Whether suitable alternative accommodation is, or will be, available to the contract-holder is to be determined in accordance with Schedule 11.

- (5) Os yw'r landlord yn gwneud hawliad meddiant ar Sail B o'r seiliau rheoli ystad a bod y cynllun ailddatblygu yn cael ei gymeradwyo o dan Ran 2 o Atodlen 8 yn ddarostyngedig i amodau, ni chaiff y llys wneud gorchymyn adennill meddiant oni bai ei fod yn fodlon bod yr amodau wedi eu bodloni, neu y cânt eu bodloni.
- (6) Os yw'r llys yn gwneud gorchymyn adennill meddiant a'i bod yn ofynnol i'r landlord dalu swm i ddeiliad y contract o dan adran 160(4), o ran y swm sy'n daladwy –
 - (a) os nad yw wedi ei gytuno rhwng y landlord a deiliad y contract, mae i'w ddyfarnu gan y llys, a
 - (b) gellir ei adennill oddi wrth y landlord fel dyled sifil.

211 Pwerau i ohirio achosion ac i ohirio ildio meddiant

- (1) Os yw hawliad meddiant a wneir gan landlord yn dibynnu ar y sail yn adran 157 (tor contract) neu ar un neu ragor o'r seiliau rheoli ystad, caiff y llys ohirio'r achos ar yr hawliad am unrhyw gyfnod neu gyfnodau sy'n rhesymol yn ei farn.
- (2) Os yw'r llys yn gwneud gorchymyn adennill meddiant o dan adran 209 neu 210, caiff (wrth wneud y gorchymyn neu ar unrhyw adeg cyn gweithredu'r gorchymyn) ohirio ildio meddiant am unrhyw gyfnod neu gyfnodau sy'n briodol yn ei farn.
- (3) Gellir gohirio ildio meddiant drwy'r gorchymyn adennill meddiant, neu drwy atal neu oedi cyn gweithredu'r gorchymyn adennill meddiant.
- (4) Pan geir gohiriad o dan yr adran hon, rhaid i'r llys osod amodau o ran –
 - (a) talu ôl-ddyledion rhent (os oes rhai) gan ddeiliad y contract, a
 - (b) parhau i dalu'r rhent (os oes rhent i'w dalu),
 oni bai ei fod o'r farn y byddai gwneud hynny'n achosi caledi eithriadol i ddeiliad y contract neu y byddai'n afresymol fel arall.
- (5) Caiff y llys osod unrhyw amodau eraill sy'n briodol yn ei farn.
- (6) Os yw deiliad y contract yn cydymffurfio â'r amodau, caiff y llys ryddhau'r gorchymyn am feddiant.
- (7) Mae Atodlen 10 yn gwneud darpariaeth ynghylch rhesymoldeb gohiriad.

PENNOD 11

HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SEILIAU ABSOLIWT

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU DIOGEL)

212 Sail hysbysiad deiliad y contract

- (1) Mae'r adran hon yn gymwys os –
 - (a) yw'r landlord o dan gontract diogel yn gwneud hawliad meddiant ar y sail yn adran 165 (hysbysiad deiliad y contract), a
 - (b) yw'r llys yn fodlon bod y sail wedi ei phrofi.

- (5) If the landlord makes a possession claim on estate management Ground B and the redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the court may not make an order for possession unless it is satisfied that the conditions are or will be met.
- (6) If the court makes an order for possession and the landlord is required to pay the contract-holder a sum under section 160(4), the sum payable—
 - (a) if not agreed between the landlord and contract-holder, is to be determined by the court, and
 - (b) is recoverable from the landlord as a civil debt.

211 Powers to adjourn proceedings and postpone giving up of possession

- (1) If a landlord's possession claim relies on the ground in section 157 (breach of contract) or on one or more of the estate management grounds, the court may adjourn proceedings on the claim for such period or periods as it considers reasonable.
- (2) If the court makes an order for possession under section 209 or 210, it may (on making the order or at any time before the order is executed) postpone the giving up of possession for such period or periods as it thinks fit.
- (3) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.
- (4) On an adjournment or postponement under this section, the court must impose conditions as regards—
 - (a) payment by the contract-holder of arrears of rent (if any), and
 - (b) continued payment of rent (if any),
 unless it considers that to do so would cause exceptional hardship to the contract-holder or would otherwise be unreasonable.
- (5) The court may impose any other conditions it thinks fit.
- (6) If the contract-holder complies with the conditions, the court may discharge the order for possession.
- (7) Schedule 10 makes provision as regards the reasonableness of an adjournment or postponement.

CHAPTER 11

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

212 Contract-holder's notice ground

- (1) This section applies if—
 - (a) the landlord under a secure contract makes a possession claim on the ground in section 165 (contract-holder's notice), and
 - (b) the court is satisfied that the ground is made out.

- (2) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae'r adran hon yn ddarostyngedig i adran 213 (adolygiad gan y llys sirol).

213 Adolygiad o hawliad a wneir ar sail absoliwt

- (1) Mae'r adran hon yn gymwys os yw landlord o dan contract diogel yn gwneud hawliad meddiant yn y llys sirol ar y sail yn adran 165 (deiliad y contract yn methu ag ildio meddiant yn dilyn hysbysiad deiliad y contract), ac –
 - (a) bod y landlord yn landlord cymunedol, neu
 - (b) bod penderfyniad y landlord i wneud hawliad meddiant ar y sail honno yn ddarostyngedig i adolygiad barnwrol.
- (2) Caiff deiliad y contract wneud cais yn yr achos adennill meddiant am adolygiad gan y llys sirol o benderfyniad y landlord i wneud yr hawliad.
- (3) Caiff y llys sirol gadarnhau'r penderfyniad neu ei ddiddymu.
- (4) Wrth ystyried a ddylai gadarnhau'r penderfyniad neu ei ddiddymu, rhaid i'r llys sirol gymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys pan wneir cais am adolygiad barnwrol.
- (5) Os yw'r llys sirol yn diddymu'r penderfyniad caiff –
 - (a) rhoi'r hysbysiad adennill meddiant o'r neilltu a gwrthod yr achos adennill meddiant;
 - (b) gwneud unrhyw orchymyn y gallai'r Uchel Lys ei wneud wrth wneud gorchymyn diddymu ar gais am adolygiad barnwrol.
- (6) Ni chaiff deiliad y contract wneud cais o dan is-adran (2) ar ôl i orchymyn adennill meddiant gael ei wneud mewn perthynas â'r annedd.

214 Pwerau i ohirio ildio meddiant

- (1) Mae'r adran hon yn gymwys os yw'r llys yn gwneud gorchymyn adennill meddiant o annedd o dan adran 212.
- (2) Ni chaiff y llys ohirio ildio meddiant hyd ddyddiad diweddarach na 14 diwrnod ar ôl gwneud y gorchymyn, oni bai ei bod yn ymddangos i'r llys y câi caledi eithriadol ei achosi pe na byddai ildio meddiant yn cael ei ohirio hyd ddyddiad diweddarach.
- (3) Ni chaniateir gohirio ildio meddiant hyd ddyddiad diweddarach na chwe wythnos ar ôl gwneud y gorchymyn mewn unrhyw achos.
- (4) Caniateir gohirio ildio meddiant drwy'r gorchymyn adennill meddiant, neu drwy atal neu oedi cyn gweithredu'r gorchymyn adennill meddiant.

- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is subject to section 213 (review by the county court).

213 Review of claim made on absolute ground

- (1) This section applies if a landlord under a secure contract makes a possession claim in the county court on the ground in section 165 (contract-holder fails to give up possession following a contract-holder's notice), and –
 - (a) the landlord is a community landlord, or
 - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- (2) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (3) The county court may confirm or quash the decision.
- (4) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (5) If the county court quashes the decision it may –
 - (a) set aside the possession notice and dismiss the possession proceedings;
 - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (6) The contract-holder may not make an application under subsection (2) after an order for possession has been made in respect of the dwelling.

214 Powers to postpone giving up of possession

- (1) This section applies if the court makes an order for possession of a dwelling under section 212.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

PENNOD 12**HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SEILIAU ABSOLIWT**

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU SAFONOL)

*Seiliau meddiant absoliwt mewn perthynas â chontractau safonol***215 Seiliau rhoi hysbysiad**

- (1) Mae is-adran (2) yn gymwys os—
 - (a) yw'r landlord o dan contract safonol yn gwneud hawliad meddiant ar y sail yn adran 170 neu 191 (hysbysiad deiliad y contract) neu adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol), a
 - (b) yw'r llys yn fodlon bod y sail wedi ei phrofi.
- (2) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae is-adran (4) yn gymwys os—
 - (a) yw'r landlord o dan contract safonol yn gwneud hawliad meddiant ar y sail yn adran 178 neu 199 (hysbysiad y landlord), a
 - (b) yw'r llys yn fodlon bod y sail wedi ei phrofi.
- (4) Rhaid i'r llys wneud gorchymyn adennill meddiant o'r annedd oni bai bod adran 217 (troi allan dialgar) yn gymwys (ac yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (5) Mae'r adran hon yn ddarostyngedig i adran 218 (adolygiad gan y llys sirol).

216 Seiliau ôl-ddyledion rhent difrifol

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan contract safonol yn gwneud hawliad meddiant ar y sail yn adran 181 neu 187 (ôl-ddyledion rhent difrifol).
- (2) Os yw'r llys yn fodlon bod gan ddeiliad y contract—
 - (a) ôl-ddyledion rhent difrifol ar y diwrnod y rhoddodd y landlord hysbysiad adennill meddiant i ddeiliad y contract, a
 - (b) ôl-ddyledion rhent difrifol ar y diwrnod y mae'r llys yn gwrando'r achos ar yr hawliad meddiant,
 rhaid iddo wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- (3) Mae adran 181(2) neu (yn ôl y digwydd) adran 187(2) yn gymwys er mwyn penderfynu a oes gan ddeiliad contract ôl-ddyledion rhent difrifol.
- (4) Mae'r adran hon yn ddarostyngedig i adran 218 (adolygiad gan y llys sirol).

CHAPTER 12**POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS**

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

Absolute grounds for possession relating to standard contracts

215 Notice grounds

- (1) Subsection (2) applies if –
 - (a) the landlord under a standard contract makes a possession claim on the ground in section 170 or 191 (contract-holder's notice) or section 186 (landlord's notice in connection with end of fixed term), and
 - (b) the court is satisfied that the ground is made out.
- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Subsection (4) applies if –
 - (a) the landlord under a standard contract makes a possession claim on the ground in section 178 or 199 (landlord's notice), and
 - (b) the court is satisfied that the ground is made out.
- (4) The court must make an order for possession of the dwelling unless section 217 (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).
- (5) This section is subject to section 218 (review by the county court).

216 Serious rent arrears grounds

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 181 or 187 (serious rent arrears).
- (2) If the court is satisfied that the contract-holder –
 - (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder a possession notice, and
 - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim,it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Section 181(2) or (as the case may be) section 187(2) applies for determining whether a contract-holder is seriously in arrears with his or her rent.
- (4) This section is subject to section 218 (review by the county court).

*Troi allan dialgar: sail absoliwt sy'n dod yn sail yn ôl disgrisiwn***217 Hawliadau meddiant dialgar er mwyn osgoi rhwymedigaethau i atgyweirio etc.**

- (1) Mae'r adran hon yn gymwys—
 - (a) os yw landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran 178 neu adran 199 (hysbysiad y landlord), a
 - (b) os yw'r llys o'r farn bod yr hawliad yn hawliad dialgar.
- (2) Caiff y llys wrthod gwneud gorchymyn adennill meddiant.
- (3) Mae hawliad meddiant yn hawliad dialgar—
 - (a) os yw deiliad y contract wedi gorfodi rhwymedigaethau'r landlord o dan adran 91 neu 92 neu wedi dibynnu arnynt, a
 - (b) os yw'r llys yn fodlon bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â'r rhwymedigaethau hynny.
- (4) Caiff Gweinidogion Cymru ddiwygio'r adran hon drwy reoliadau at ddiben darparu ar gyfer disgrifiadau pellach o hawliad dialgar.

*Adolygiad a gohirio***218 Adolygiad o hawliad a wneir ar sail absoliwt**

- (1) Mae'r adran hon yn gymwys os yw landlord o dan gontract safonol yn gwneud hawliad meddiant yn y llys sirol ar sail mewn adran y mae is-adran (2) yn gymwys iddi, a—
 - (a) bod y landlord yn landlord cymunedol, neu
 - (b) bod penderfyniad y landlord i wneud hawliad meddiant ar y sail honno yn ddarostyngedig i adolygiad barnwrol.
- (2) Mae'r is-adran hon yn gymwys i'r adrannau a ganlyn—
 - (a) adran 170 (hysbysiad deiliad y contract: contractau safonol cyfnodol),
 - (b) adran 178 (hysbysiad y landlord: contractau safonol cyfnodol),
 - (c) adran 181 (ôl-ddyledion rhent difrifol: contractau safonol cyfnodol),
 - (d) adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol),
 - (e) adran 187 (ôl-ddyledion rhent difrifol: contractau safonol cyfnod penodol),
 - (f) adran 191 (hysbysiad deiliad y contract: contractau safonol cyfnod penodol), ac
 - (g) adran 199 (hysbysiad y landlord: contractau safonol cyfnod penodol).
- (3) Caiff deiliad y contract wneud cais yn ystod yr achos adennill meddiant am adolygiad gan y llys sirol o benderfyniad y landlord i wneud yr hawliad.
- (4) Caiff deiliad y contract wneud cais o dan yr adran hon ni waeth a ofynnodd am adolygiad gan y landlord o dan adran 202 (contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig) ai peidio.
- (5) Ond ni chaiff deiliad y contract wneud cais o dan yr adran hon ar y sail fod yr hawliad meddiant yn hawliad dialgar (o fewn ystyr adran 217).

*Retaliatory eviction: absolute ground that becomes a discretionary ground***217 Retaliatory possession claims to avoid obligations to repair etc.**

- (1) This section applies if—
 - (a) a landlord under a standard contract makes a possession claim on the ground in section 178 or section 199 (landlord's notice), and
 - (b) the court considers that the claim is a retaliatory claim.
- (2) The court may refuse to make an order for possession.
- (3) A possession claim is a retaliatory claim if—
 - (a) the contract-holder has enforced or relied on the landlord's obligations 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.
- (4) The Welsh Ministers may by regulations amend this section for the purpose of providing for further descriptions of retaliatory claim.

*Review and postponement***218 Review of claim made on absolute ground**

- (1) This section applies if a landlord under a standard contract makes a possession claim in the county court on a ground in a section to which subsection (2) applies, and—
 - (a) the landlord is a community landlord, or
 - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- (2) This subsection applies to the following sections—
 - (a) section 170 (contract-holder's notice: periodic standard contracts),
 - (b) section 178 (landlord's notice: periodic standard contracts),
 - (c) section 181 (serious rent arrears: periodic standard contracts),
 - (d) section 186 (landlord's notice in connection with end of fixed term),
 - (e) section 187 (serious rent arrears: fixed term standard contracts),
 - (f) section 191 (contract-holder's notice: fixed term standard contracts), and
 - (g) section 199 (landlord's notice: fixed term standard contracts).
- (3) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (4) The contract-holder may make an application under this section regardless of whether he or she requested a review by the landlord under section 202 (introductory standard contracts and prohibited conduct standard contracts).
- (5) The contract-holder may not make an application under this section on the ground that the possession claim was a retaliatory claim (within the meaning of section 217).

- (6) Caiff y llys sirol gadarnhau'r penderfyniad i wneud yr hawliad neu ei ddiddymu.
- (7) Wrth ystyried a ddylai gadarnhau'r penderfyniad neu ei ddiddymu, rhaid i'r llys sirol gymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys pan wneir cais am adolygiad barnwrol.
- (8) Os yw'r llys sirol yn diddymu'r penderfyniad caiff –
 - (a) rhoi'r hysbysiad adennill meddiant neu (yn ôl y digwydd) hysbysiad y landlord o'r neilltu a gwrthod yr achos adennill meddiant;
 - (b) gwneud unrhyw orchymyn y gallai'r Uchel Lys ei wneud wrth wneud gorchymyn diddymu ar gais am adolygiad barnwrol.
- (9) Ni chaiff deiliad y contract wneud cais o dan is-adran (3) ar ôl i orchymyn adennill meddiant gael ei wneud mewn perthynas â'r annedd.

219 Pwerau i ohirio ildio meddiant

- (1) Mae'r adran hon yn gymwys os yw'r llys yn gwneud gorchymyn adennill meddiant o annedd o dan adran 215 neu 216.
- (2) Ni chaiff y llys ohirio ildio meddiant hyd ddyddiad diweddarach na 14 diwrnod ar ôl gwneud y gorchymyn, oni bai ei bod yn ymddangos i'r llys y câi caledi eithriadol ei achosi pe na byddai ildio meddiant yn cael ei ohirio tan ddyddiad diweddarach.
- (3) Ni chaniateir gohirio ildio meddiant hyd ddyddiad diweddarach na chwe wythnos ar ôl gwneud y gorchymyn mewn unrhyw achos.
- (4) Caniateir gohirio ildio meddiant drwy'r gorchymyn adennill meddiant, neu drwy atal neu oedi cyn gweithredu'r gorchymyn adennill meddiant.

PENNOD 13

CEFNU

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

220 Meddiannu anheddau y cefnwyd arnynt

- (1) Os yw'r landlord o dan gontract meddiannaeth perthnasol yn credu bod deiliad y contract wedi cefnu ar yr annedd, caiff y landlord adennill meddiant o'r annedd yn unol â'r adran hon.
- (2) Mae contract meddiannaeth yn berthnasol os yw'n un o delerau'r contract (ym mha fodd bynnag y'i mynegir) bod yn rhaid i ddeiliad y contract feddiannu'r annedd fel ei unig gartref neu ei brif gartref.
- (3) Rhaid i'r landlord roi hysbysiad i ddeiliad y contract –
 - (a) yn datgan bod y landlord yn credu bod deiliad y contract wedi cefnu ar yr annedd,
 - (b) yn ei gwneud yn ofynnol i ddeiliad y contract hysbysu'r landlord mewn ysgrifen cyn diwedd y cyfnod rhybuddio os nad yw deiliad y contract wedi cefnu ar yr annedd, ac

- (6) The county court may confirm or quash the decision to make the claim.
- (7) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (8) If the county court quashes the decision it may –
 - (a) set aside the possession notice or (as the case may be) the landlord’s notice and dismiss the possession proceedings;
 - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) The contract-holder may not make an application under subsection (3) after an order for possession has been made in respect of the dwelling.

219 Powers to postpone giving up of possession

- (1) This section applies if the court makes an order for possession of a dwelling under section 215 or 216.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

CHAPTER 13

ABANDONMENT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

220 Possession of abandoned dwellings

- (1) If the landlord under a relevant occupation contract believes that the contract-holder has abandoned the dwelling, the landlord may recover possession of the dwelling in accordance with this section.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give the contract-holder notice –
 - (a) stating that the landlord believes that the contract-holder has abandoned the dwelling,
 - (b) requiring the contract-holder to inform the landlord in writing before the end of the warning period if the contract-holder has not abandoned the dwelling, and

- (c) yn hysbysu deiliad y contract o fwriad y landlord i derfynu'r contract os yw'r landlord, ar ddiwedd y cyfnod rhybuddio, yn fodlon bod deiliad y contract wedi cefnu ar yr annedd.
- (4) Yn ystod y cyfnod rhybuddio rhaid i'r landlord wneud unrhyw ymholiadau sy'n angenrheidiol er mwyn bodloni ei hun bod deiliad y contract wedi cefnu ar yr annedd.
- (5) Ar ddiwedd y cyfnod rhybuddio caiff y landlord, os yw'n fodlon fel y disgrifir yn is-adran (4), derfynu'r contract drwy roi hysbysiad i ddeiliad y contract.
- (6) Daw'r contract i ben pan roddir yr hysbysiad o dan is-adran (5) i ddeiliad y contract.
- (7) Os terfynir contract meddiannaeth o dan yr adran hon caiff y landlord adennill meddiant o'r annedd heb achos llys.
- (8) Y cyfnod rhybuddio yw'r cyfnod o bedair wythnos sy'n dechrau â'r diwrnod y rhoddir hysbysiad o dan is-adran (3) i ddeiliad y contract.
- (9) Rhaid i'r landlord roi copi o hysbysiad o dan is-adran (3) a chopi o hysbysiad o dan is-adran (5) i unrhyw letywr neu isddeiliad i ddeiliad y contract.

221 Gwaredu eiddo

- (1) Caiff Gweinidogion Cymru wneud darpariaeth drwy reoliadau mewn cysylltiad â diogelu eiddo (ac eithrio eiddo'r landlord) sydd yn yr annedd pan ddaw contract i ben o dan adran 220, a'i draddodi i'w berchennog.
- (2) Caiff y rheoliadau, ymysg pethau eraill –
 - (a) darparu bod traddodi eiddo yn amodol ar dalu treuliau yr aed iddynt gan y landlord;
 - (b) awdurdodi gwaredu eiddo ar ôl cyfnod rhagnodedig;
 - (c) caniatáu i'r landlord gymhwyso unrhyw enillion o werthi eiddo tuag at dalu'r treuliau yr aed iddynt gan y landlord a'r symiau sy'n ddyledus gan ddeiliad y contract o dan y contract.

222 Rhwymedïau deiliad y contract

- (1) Caiff deiliad contract, cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y rhoddir hysbysiad iddo o dan adran 220(5), wneud cais i'r llys ar un neu ragor o'r seiliau yn is-adran (2) am ddatganiad neu orchymyn o dan is-adran (3).
- (2) Y seiliau yw –
 - (a) bod y landlord wedi methu â rhoi hysbysiad o dan adran 220(3) neu wedi methu â gwneud yr ymholiadau sy'n ofynnol yn ôl adran 220(4);
 - (b) nad oedd deiliad y contract wedi cefnu ar yr annedd a bod rheswm da dros ei fethiant i ymateb (neu i ymateb yn ddigonol) i'r hysbysiad o dan adran 220(3);
 - (c) nad oedd gan y landlord, pan roddodd yr hysbysiad i ddeiliad y contract o dan adran 220(5), seiliau rhesymol dros fod yn fodlon bod deiliad y contract wedi cefnu ar yr annedd.
- (3) Os yw'r llys yn canfod bod un neu ragor o'r seiliau wedi ei phrofi neu eu profi, caiff –

- (c) informing the contract-holder of the landlord's intention to end the contract if at the end of the warning period the landlord is satisfied that the contract-holder has abandoned the dwelling.
- (4) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that the contract-holder has abandoned the dwelling.
- (5) At the end of the warning period the landlord may, if satisfied as described in subsection (4), end the contract by giving the contract-holder a notice.
- (6) The contract ends when the notice under subsection (5) is given to the contract-holder.
- (7) If an occupation contract is ended under this section the landlord may recover possession of the dwelling without court proceedings.
- (8) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to the contract-holder.
- (9) The landlord must give a copy of a notice under subsection (3) and a copy of a notice under subsection (5) to any lodger or sub-holder of the contract-holder.

221 Disposal of property

- (1) The Welsh Ministers may by regulations make provision in connection with safeguarding property (other than the landlord's property) that is in the dwelling when a contract ends under section 220, and delivering it to its owner.
- (2) The regulations may, amongst other things –
 - (a) provide that delivery of property is conditional on payment of expenses incurred by the landlord;
 - (b) authorise the disposal of property after a prescribed period;
 - (c) allow the landlord to apply any proceeds from selling property in satisfaction of expenses incurred by the landlord and amounts due from the contract-holder under the contract.

222 Contract-holder's remedies

- (1) A contract-holder may, before the end of the period of six months starting with the day on which he or she is given notice under section 220(5), apply to the court on a ground in subsection (2) for a declaration or order under subsection (3).
- (2) The grounds are –
 - (a) that the landlord failed to give notice under section 220(3) or failed to make the inquiries required by section 220(4);
 - (b) that the contract-holder had not abandoned the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 220(3);
 - (c) that when the landlord gave the notice to the contract-holder under section 220(5) the landlord did not have reasonable grounds for being satisfied that the contract-holder had abandoned the dwelling.
- (3) If the court finds that one or more of the grounds is made out it may –

- (a) gwneud datganiad nad oes unrhyw effaith i'r hysbysiad o dan adran 220(5) a bod y contract meddiannaeth yn parhau i gael effaith mewn perthynas â'r annedd,
 - (b) gorchymyn i'r landlord ddarparu llety arall addas i ddeiliad y contract, neu
 - (c) gwneud unrhyw orchymyn arall sy'n briodol yn ei farn.
- (4) Os yw'r llys yn gwneud y naill neu'r llall o'r pethau a grybwyllir ym mharagraff (a) neu (b) o is-adran (3), caiff wneud unrhyw orchymyn arall y mae'n ei ystyried yn briodol.
- (5) Mae addasrwydd llety arall i'w benderfynu gan roi sylw i Atodlen 11.

223 Pŵer i amrywio cyfnodau yn ymwneud â chefnu

Caiff Gweinidogion Cymru drwy reoliadau –

- (a) diwygio adran 220(8) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd;
- (b) diwygio adran 222(1) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd.

224 Hawliau mynediad

- (1) Mae is-adran (2) yn gymwys os yw'r landlord o dan gontract meddiannaeth perthnasol yn credu'n rhesymol bod deiliad y contract wedi cefnu ar yr annedd.
- (2) Caiff y landlord fynd i'r annedd unrhyw bryd er mwyn ei gwneud yn ddiogel neu i ddiogelu ei chynnwys ac unrhyw osodion neu ffitiadau, a chaiff ddefnyddio grym rhesymol i wneud hynny.
- (3) Mae contract meddiannaeth yn berthnasol os yw'n un o delerau'r contract (ym mha fodd bynnag y'i mynegir) bod rhaid i ddeiliad y contract feddiannu'r annedd fel ei unig gartref neu ei brif gartref.

PENNOD 14

CYD-DDEILIAID CONTRACT: GWAHARDD A THERFYNU

(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

Gwahardd cyd-ddeiliaid contract

225 Anfeddiannaeth: gwahardd gan y landlord

- (1) Os yw'r landlord o dan gontract meddiannaeth yn credu nad yw cyd-ddeiliad contract y mae'n ofynnol iddo feddiannu'r annedd ("C") –
 - (a) yn meddiannu'r annedd, na
 - (b) yn bwriadu ei meddiannu,
 caiff y landlord derfynu hawliau a rhwymedigaethau C yn unol â'r adran hon.
- (2) Mae'n ofynnol i gyd-ddeiliad contract feddiannu'r annedd os yw'n un o delerau'r contract (ym mha fodd bynnag y'i mynegir) bod yn rhaid iddo feddiannu'r annedd fel ei unig gartref neu ei brif gartref.
- (3) Rhaid i'r landlord roi hysbysiad i C –

- (a) make a declaration that the notice under section 220(5) is of no effect and the occupation contract continues to have effect in relation to the dwelling,
 - (b) order the landlord to provide suitable alternative accommodation to the contract-holder, or
 - (c) make any other order it thinks fit.
- (4) If the court does either of the things mentioned in paragraph (a) or (b) of subsection (3), it may make such further order as it thinks fit.
- (5) The suitability of alternative accommodation is to be determined in accordance with Schedule 11.

223 Power to vary periods of time relating to abandonment

The Welsh Ministers may by regulations –

- (a) amend section 220(8) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 222(1) by substituting a different period of time for the period for the time being referred to.

224 Rights of entry

- (1) Subsection (2) applies if the landlord under a relevant occupation contract reasonably believes that the contract-holder has abandoned the dwelling.
- (2) The landlord may enter the dwelling at any time in order to make it secure or to safeguard its contents and any fixtures or fittings, and may use reasonable force to do so.
- (3) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.

CHAPTER 14

JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Exclusion of joint contract-holders

225 Non-occupation: exclusion by landlord

- (1) If the landlord under an occupation contract believes that a joint contract-holder who is required to occupy the dwelling (“J”) –
 - (a) does not occupy the dwelling, and
 - (b) does not intend to occupy it,
 the landlord may end J’s rights and obligations in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give J notice –

- (a) yn datgan bod y landlord yn credu nad yw C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu,
 - (b) yn ei gwneud yn ofynnol i C hysbysu'r landlord mewn ysgrifen cyn diwedd y cyfnod rhybuddio os yw C yn meddiannu neu'n bwriadu meddiannu'r annedd, ac
 - (c) yn hysbysu C o fwriad y landlord i derfynu hawliau a rhwymedigaethau C o dan y contract os yw'r landlord, ar ddiwedd y cyfnod rhybuddio, yn fodlon nad yw C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu.
- (4) Y cyfnod rhybuddio yw'r cyfnod o bedair wythnos sy'n dechrau â'r diwrnod y rhoddir hysbysiad o dan is-adran (3) i C.
- (5) Yn ystod y cyfnod rhybuddio rhaid i'r landlord wneud unrhyw ymholiadau sy'n angenrheidiol er mwyn bodloni ei hun nad yw C yn meddiannu'r annedd nac yn bwriadu ei meddiannu.
- (6) Ar ddiwedd y cyfnod rhybuddio caiff y landlord, os yw'n fodlon fel y disgrifir yn is-adran (5), derfynu hawliau a rhwymedigaethau C o dan y contract drwy roi hysbysiad iddo.
- (7) Mae C yn peidio â bod yn barti i'r contract ar ddiwedd y cyfnod o wyth wythnos sy'n dechrau â'r diwrnod y rhoddir hysbysiad iddo o dan is-adran (6).
- (8) Rhaid i'r landlord roi copi o hysbysiad o dan is-adran (3) a chopi (os rhoddwyd un i C) o hysbysiad o dan is-adran (6) i bob un o'r cyd-ddeiliaid contract eraill.

226 Rhwymedïau am wahardd o dan adran 225

- (1) Caiff C, cyn diwedd y cyfnod o wyth wythnos sy'n dechrau â'r diwrnod y rhoddir hysbysiad iddo o dan adran 225(6), wneud cais i'r llys ar un neu ragor o'r seiliau yn is-adran (2) am ddatganiad o dan is-adran (3).
- (2) Y seiliau yw –
- (a) bod y landlord wedi methu â rhoi hysbysiad o dan adran 225(3) neu wedi methu â gwneud yr ymholiadau sy'n ofynnol yn ôl adran 225(5);
 - (b) bod C yn meddiannu'r annedd, neu'n bwriadu ei meddiannu, a bod rheswm da dros ei fethiant i ymateb (neu i ymateb yn ddigonol) i'r hysbysiad o dan adran 225(3);
 - (c) nad oedd gan y landlord, pan roddodd yr hysbysiad i C o dan adran 225(6), seiliau rhesymol dros fod yn fodlon nad oedd C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu.
- (3) Os yw'r llys yn canfod bod un neu ragor o'r seiliau wedi ei phrofi neu eu profi, caiff –
- (a) gwneud datganiad nad oes unrhyw effaith i'r hysbysiad o dan adran 225(6) a bod C yn parhau i fod yn barti i'r contract, a
 - (b) gwneud unrhyw orchymyn pellach y mae'n ei ystyried yn briodol.

227 Anfeddiannaeth: gwahardd gan gyd-ddeiliad contract

- (1) Os yw cyd-ddeiliad contract ("A") yn credu nad yw cyd-ddeiliad contract arall ("C") y mae'n ofynnol iddo feddiannu'r annedd o dan contract meddiannaeth –

- (a) stating that the landlord believes that J does not occupy, and does not intend to occupy, the dwelling,
 - (b) requiring J to inform the landlord in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
 - (c) informing J of the landlord's intention to end J's rights and obligations under the contract if at the end of the warning period the landlord is satisfied that J does not occupy, and does not intend to occupy, the dwelling.
- (4) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.
- (5) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period the landlord may, if satisfied as described in subsection (5), end J's rights and obligations under the contract by giving him or her a notice.
- (7) J ceases to be a party to the contract at the end of the period of eight weeks starting with the day on which he or she is given notice under subsection (6).
- (8) The landlord must give a copy of a notice under subsection (3) and (if one was given to J) a copy of a notice under subsection (6) to each of the other joint contract-holders.

226 Remedies for exclusion under section 225

- (1) J may, before the end of the period of eight weeks starting with the day on which he or she is given notice under section 225(6), apply to the court on a ground in subsection (2) for a declaration under subsection (3).
- (2) The grounds are –
- (a) that the landlord failed to give notice under section 225(3) or failed to make the inquiries required by section 225(5);
 - (b) that J occupied, or intended to occupy, the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 225(3);
 - (c) that when the landlord gave the notice to J under section 225(6) the landlord did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (3) If the court finds that one or more of the grounds are made out it may –
- (a) make a declaration that the notice under section 225(6) is of no effect and that J continues to be a party to the contract, and
 - (b) make such further order as it thinks fit.

227 Non-occupation: exclusion by joint contract-holder

- (1) If a joint contract-holder ("C") believes that another joint contract-holder ("J") who is required under an occupation contract to occupy the dwelling –

- (a) yn meddiannu'r annedd, na
 - (b) yn bwriadu ei meddiannu,
- caniateir terfynu hawliau a rhwymedigaethau C o dan y contract yn unol â'r adran hon.
- (2) Mae'n ofynnol i gyd-ddeiliad contract feddiannu'r annedd os yw'n un o delerau'r contract (ym mha fodd bynnag y'i mynegir) bod yn rhaid iddo feddiannu'r annedd fel ei unig gartref neu ei brif gartref.
 - (3) Rhaid i A roi hysbysiad i C—
 - (a) yn datgan bod A yn credu nad yw C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu,
 - (b) yn ei gwneud yn ofynnol i C hysbysu A mewn ysgrifen cyn diwedd y cyfnod rhybuddio os yw C yn meddiannu neu'n bwriadu meddiannu'r annedd, ac
 - (c) yn hysbysu C y gall hawliau a rhwymedigaethau C o dan y contract gael eu terfynu os yw A yn fodlon, ar ddiwedd y cyfnod rhybuddio, nad yw C yn meddiannu'r annedd nac yn bwriadu ei meddiannu.
 - (4) Rhaid i A roi copi o hysbysiad o dan is-adran (3)—
 - (a) i'r landlord, a
 - (b) os oes cyd-ddeiliaid contract heblaw A ac C, i bob un o'r cyd-ddeiliaid contract eraill hynny.
 - (5) Yn ystod y cyfnod rhybuddio, rhaid i A wneud unrhyw ymholiadau sy'n angenrheidiol er mwyn ei fodloni ei hun nad yw C yn meddiannu'r annedd nac yn bwriadu ei meddiannu.
 - (6) Ar ddiwedd y cyfnod rhybuddio caiff A, os yw'n fodlon fel y disgrifir yn is-adran (5), wneud cais i'r llys am orchymyn sy'n terfynu hawliau a rhwymedigaethau C o dan y contract meddiannaeth.
 - (7) Os yw'r llys yn fodlon nad yw C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu, caiff wneud y gorchymyn y gwneir cais amdano o dan is-adran (6).
 - (8) Ond ni chaiff wneud y gorchymyn os gellir priodoli'r ffaith nad yw C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu, i'r ffaith bod A neu gyd-ddeiliad contract arall wedi methu â chydymffurfio ag adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall).
 - (9) Os yw'r llys yn gwneud y gorchymyn, mae C yn peidio â bod yn barti i'r contract ar y dyddiad a bennir yn y gorchymyn.
 - (10) Y cyfnod rhybuddio yw'r cyfnod o bedair wythnos sy'n dechrau â'r diwrnod y rhoddir hysbysiad o dan is-adran (3) i C.

228 Rhwymedïau am wahardd o dan adran 227

- (1) Mae is-adran (2) yn gymwys os yw'r llys yn gwneud gorchymyn o dan adran 227(7) sy'n terfynu hawliau a rhwymedigaethau C o dan y contract meddiannaeth.
- (2) Cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y gwneir y gorchymyn, caiff C wneud cais i'r llys ar un neu ragor o'r seiliau yn is-adran (3) am orchymyn a datganiad o dan is-adran (4)(a).

- (a) does not occupy the dwelling, and
 - (b) does not intend to occupy it,
- J's rights and obligations under the contract may be ended in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
 - (3) C must give J notice –
 - (a) stating that C believes that J does not occupy, and does not intend to occupy, the dwelling,
 - (b) requiring J to inform C in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
 - (c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the dwelling, J's rights and obligations under the contract may be ended.
 - (4) C must give a copy of a notice under subsection (3) –
 - (a) to the landlord, and
 - (b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.
 - (5) During the warning period C must make such inquiries as are necessary to satisfy himself or herself that J does not occupy the dwelling and does not intend to occupy it.
 - (6) At the end of the warning period C may, if satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.
 - (7) If the court is satisfied that J does not occupy, and does not intend to occupy, the dwelling, it may make the order applied for under subsection (6).
 - (8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the dwelling is attributable to C or another joint contract-holder failing to comply with section 55 (anti-social behaviour and other prohibited conduct).
 - (9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.
 - (10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

228 Remedies for exclusion under section 227

- (1) Subsection (2) applies if the court makes an order under section 227(7) ending J's rights and obligations under the occupation contract.
- (2) J may, before the end of the period of six months starting with the day on which the order is made, apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).

- (3) Y seiliau yw –
- (a) bod A wedi methu â rhoi hysbysiad o dan adran 227(3) neu wedi methu â gwneud yr ymholiadau sy'n ofynnol yn ôl adran 227(5);
 - (b) bod C yn meddiannu neu'n bwriadu meddiannu'r annedd a bod rheswm da dros ei fethiant i ymateb (neu i ymateb yn ddigonol) i'r hysbysiad o dan adran 227(3);
 - (c) nad oedd gan A, pan wnaeth gais i'r llys, seiliau rhesymol dros fod yn fodlon nad oedd C yn meddiannu'r annedd, nac yn bwriadu ei meddiannu.
- (4) Os yw'r llys yn canfod bod un neu ragor o'r seiliau wedi ei phrofi neu eu profi caiff –
- (a) dadwneud ei orchymyn drwy orchymyn o dan adran 227, a gwneud datganiad bod C yn parhau i fod yn barti i'r contract meddiannaeth, a
 - (b) gwneud unrhyw orchymyn pellach y mae'n ei ystyried yn briodol.

229 Pŵer i amrywio cyfnodau sy'n ymwneud â gwahardd cyd-ddeiliad contract

Caiff Gweinidogion Cymru drwy reoliadau –

- (a) diwygio adran 225(4) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd;
- (b) diwygio adran 226(1) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd;
- (c) diwygio adran 227(10) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd;
- (d) diwygio adran 228(2) drwy roi cyfnod gwahanol yn lle'r cyfnod y cyfeirir ato ar y pryd.

230 Ymddygiad gwaharddedig: gwahardd gan y landlord

- (1) Os yw'r landlord o dan contract meddiannaeth yn credu bod cyd-ddeiliad contract ("C") wedi torri adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall), caniateir terfynu hawliau a rhwymedigaethau C o dan y contract yn unol â'r adran hon.
- (2) Rhaid i'r landlord roi hysbysiad i C –
 - (a) yn datgan bod y landlord yn credu bod C wedi torri adran 55,
 - (b) yn rhoi manylion y toriad, ac
 - (c) yn datgan y bydd y landlord yn gwneud cais i'r llys am orchymyn sy'n terfynu hawliau a rhwymedigaethau C o dan y contract.
- (3) Rhaid i'r landlord roi hysbysiad i'r cyd-ddeiliaid contract eraill –
 - (a) yn datgan bod y landlord yn credu bod C wedi torri adran 55, a
 - (b) yn datgan y bydd y landlord yn gwneud cais i'r llys am orchymyn sy'n terfynu hawliau a rhwymedigaethau C o dan y contract.
- (4) Caiff y landlord wneud cais i'r llys am orchymyn sy'n terfynu hawliau a rhwymedigaethau C o dan y contract ar unrhyw adeg cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad i C o dan is-adran (2).

- (3) The grounds are –
 - (a) that C failed to give notice under section 227(3) or failed to make the inquiries required by section 227(5);
 - (b) that J occupied or intended to occupy the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 227(3);
 - (c) that when C applied to the court he or she did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (4) If the court finds that one or more of the grounds is made out it may –
 - (a) by order rescind its order under section 227, and declare that J continues to be a party to the occupation contract, and
 - (b) make such further order as it thinks fit.

229 Power to vary periods of time relating to exclusion of joint contract-holder

The Welsh Ministers may by regulations –

- (a) amend section 225(4) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 226(1) by substituting a different period of time for the period for the time being referred to;
- (c) amend section 227(10) by substituting a different period of time for the period for the time being referred to;
- (d) amend section 228(2) by substituting a different period of time for the period for the time being referred to.

230 Prohibited conduct: exclusion by landlord

- (1) If the landlord under an occupation contract believes that a joint contract-holder (“J”) is in breach of section 55 (anti-social behaviour and other prohibited conduct), J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) The landlord must give J a notice –
 - (a) stating that the landlord believes that J is in breach of section 55,
 - (b) specifying particulars of the breach, and
 - (c) stating that the landlord will apply to the court for an order ending J’s rights and obligations under the contract.
- (3) The landlord must give a notice to the other joint contract-holders stating that the landlord –
 - (a) believes that J is in breach of section 55, and
 - (b) will apply to the court for an order ending J’s rights and obligations under the contract.
- (4) The landlord may apply to the court for an order ending J’s rights and obligations under the contract at any time before the end of the period of six months starting with the day on which the landlord gives J the notice under subsection (2).

- (5) Caiff y llys wneud gorchymyn o'r fath pe byddai wedi gwneud gorchymyn adennill meddiant yn erbyn C pe byddai'r amgylchiadau wedi bod y rheini a grybwyllir yn is-adran (6).
- (6) Yr amgylchiadau yw –
 - (a) mai C oedd yr unig ddeiliad contract o dan y contract, a
 - (b) bod y landlord wedi gwneud hawliad meddiant yn erbyn C ar y sail bod C wedi torri adran 55.
- (7) Os yw'r llys yn gwneud y gorchymyn, mae C yn peidio â bod yn barti i'r contract ar y dyddiad a bennir yn y gorchymyn.

*Terfynu***231 Terfynu contract meddiannaeth sydd â chyd-ddeiliaid contract**

- (1) Os oes cyd-ddeiliaid contract o dan gontract meddiannaeth, ni ellir dod â'r contract i ben drwy weithred gan un neu ragor o gyd-ddeiliaid y contract yn gweithredu heb y cyd-ddeiliad contract arall neu'r cyd-ddeiliaid contract eraill.
- (2) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

PENNOD 15**FFORFFEDIAD A RHYBUDD I YMADAEL HEB FOD AR GAEL****232 Fforffediad a rhybuddion i ymadael**

- (1) Ni chaiff landlord o dan gontract meddiannaeth ddibynnu ar –
 - (a) unrhyw ddarpariaeth yn y contract ar gyfer ailfynediad neu fforffediad, na
 - (b) unrhyw ddeddfiad (oni bai am y Ddeddf hon neu ddeddfiad a wneir oddi tani) neu reol gyfreithiol yn ymwneud ag ailfynediad neu fforffediad.
- (2) Ni chaiff landlord o dan gontract meddiannaeth gyflwyno rhybudd i ymadael.
- (3) Yn unol â hynny nid oes unrhyw effaith i unrhyw ddarpariaeth mewn contract meddiannaeth ar gyfer ailfynediad neu fforffediad, neu'n ymwneud â rhybudd i ymadael gan y landlord neu'r amgylchiadau y caniateir cyflwyno rhybudd o'r fath.

RHAN 10**AMRYWIOL****PENNOD 1****DARPARIAETHAU PELLACH YN YMWNEUD Â CHONTRACTAU MEDDIANNAETH***Effaith cyrraedd 18*

- (5) The court may make such an order if it would have made an order for possession against J, had the circumstances been those mentioned in subsection (6).
- (6) The circumstances are that—
 - (a) J was the sole contract-holder under the contract, and
 - (b) the landlord had made a possession claim against J on the ground that J was in breach of section 55.
- (7) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

Termination

231 Termination of occupation contract with joint contract-holders

- (1) If there are joint contract-holders under an occupation contract, the contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

CHAPTER 15

FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE

232 Forfeiture and notices to quit

- (1) A landlord under an occupation contract may not rely on—
 - (a) any provision in the contract for re-entry or forfeiture, or
 - (b) any enactment (other than this Act or an enactment made under it) or rule of law as to re-entry or forfeiture.
- (2) A landlord under an occupation contract may not serve a notice to quit.
- (3) Accordingly any provision in an occupation contract for re-entry or forfeiture, or relating to a landlord's notice to quit or the circumstances in which such a notice may be served, is of no effect.

PART 10

MISCELLANEOUS

CHAPTER 1

FURTHER PROVISIONS RELATING TO OCCUPATION CONTRACTS

Effect of reaching 18

233 Effaith cyrraedd 18

- (1) Mae'r adran hon yn gymwys i denantiaeth neu drwydded nad yw'n gontract meddiannaeth am fod paragraff 7(2) o Atodlen 2 (pob un o'r rheini y gwneir tenantiaeth neu drwydded â hwy o dan 18) yn gymwys iddi.
- (2) Pan fydd y person perthnasol yn cyrraedd 18 oed, rhaid ateb y cwestiynau canlynol fel pe bai'r denantiaeth neu'r drwydded wedi ei gwneud ar y diwrnod y mae'r person yn cyrraedd yr oed hwnnw –
 - (a) pa un a yw'r denantiaeth neu'r drwydded yn gontract meddiannaeth,
 - (b) pwy yw deiliaid y contract o dan y contract, ac
 - (c) a yw'n gontract diogel neu'n gontract safonol.
- (3) Y person perthnasol –
 - (a) os gwneir y denantiaeth neu'r drwydded gydag un person, yw'r person hwnnw, a
 - (b) os gwneir y denantiaeth neu'r drwydded gyda mwy nag un person, yw'r cyntaf ohonynt i gyrraedd 18 oed.

Rhwymedigaethau landlordiaid cymunedol i ymgynghori

234 Trefniadau ymgynghori

- (1) Rhaid i landlord cymunedol wneud a chynnal unrhyw drefniadau sy'n briodol yn ei farn –
 - (a) er mwyn hysbysu deiliaid contract o dan gontractau meddiannaeth gyda'r landlord am gynigion perthnasol ar faterion rheoli tai, a
 - (b) er mwyn rhoi cyfle rhesymol i ddeiliaid contract wneud sylwadau ar y cynigion.
- (2) Nid yw'r dyletswyddau yn is-adran (1) –
 - (a) ond yn gymwys pan fo cynnig perthnasol ar fater rheoli tai yn debygol o effeithio'n sylweddol ar yr holl ddeiliaid contract o dan gontractau meddiannaeth gyda'r landlord, neu ar grŵp perthnasol o ddeiliaid contract o'r fath, a
 - (b) ond yn gymwys mewn perthynas â'r deiliaid contract sy'n debygol o gael eu heffeithio'n sylweddol.
- (3) Cyn gwneud unrhyw benderfyniad ar gynnig perthnasol ar fater rheoli tai, rhaid i'r landlord ystyried unrhyw sylwadau a wneir gan ddeiliaid contract yn unol â'r trefniadau.
- (4) Ystyr "cynnig perthnasol ar fater rheoli tai" yw cynnig sydd, ym marn y landlord, yn ymwneud â –
 - (a) rhaglen newydd i gynnal, gwella neu ddymchwel anheddau sy'n ddarostyngedig i gontractau meddiannaeth, neu
 - (b) newid arferion neu bolisi'r landlord o ran rheoli, cynnal, gwella neu ddymchwel anheddau o'r fath.
- (5) Ond nid yw cynnig yn gynnig perthnasol ar fater rheoli tai i'r graddau y mae'n ymwneud ag –

233 Effect of reaching 18

- (1) This section applies to a tenancy or licence which is not an occupation contract because paragraph 7(2) of Schedule 2 (all those with whom tenancy or licence is made are under 18) applies to it.
- (2) When the relevant person reaches the age of 18, the following questions are to be determined as if the tenancy or licence were made on the day the person reaches that age—
 - (a) whether the tenancy or licence is an occupation contract,
 - (b) the identity of the contract-holders under the contract, and
 - (c) whether it is a secure contract or a standard contract.
- (3) The relevant person—
 - (a) if the tenancy or licence is made with one person, is that person, and
 - (b) if the tenancy or licence is made with more than one person, is the first of them to reach the age of 18.

*Consultation obligations of community landlords***234 Consultation arrangements**

- (1) A community landlord must make and maintain such arrangements as it considers appropriate—
 - (a) for informing contract-holders under occupation contracts with the landlord of relevant proposals on housing management matters, and
 - (b) for giving the contract-holders a reasonable opportunity to comment on the proposals.
- (2) The duties in subsection (1)—
 - (a) apply only where a relevant proposal on a housing management matter is likely to substantially affect all the contract-holders under occupation contracts with the landlord, or a relevant group of such contract-holders, and
 - (b) apply only in relation to the contract-holders who are likely to be substantially affected.
- (3) Before making any decision on a relevant proposal on a housing management matter, the landlord must consider any comments made by contract-holders in accordance with the arrangements.
- (4) “Relevant proposal on a housing management matter” means a proposal that, in the opinion of the landlord, is about—
 - (a) a new programme of maintenance, improvement or demolition of dwellings subject to occupation contracts, or
 - (b) a change in the practice or policy of the landlord in relation to management, maintenance, improvement or demolition of such dwellings.
- (5) But a proposal is not a relevant proposal on a housing management matter so far as it relates to—

- (a) y rhent sy'n daladwy neu gydnabyddiaeth arall sy'n ddyledus i'r landlord, neu
 - (b) tâl a godir am wasanaethau a chyfleusterau a ddarperir gan y landlord.
- (6) Ystyr "grŵp perthnasol" yw grŵp sy'n—
- (a) ffurfio grŵp cymdeithasol penodol, neu
 - (b) meddiannu anheddau sy'n ffurfio dosbarth penodol (boed drwy gyfeiriad at y math o annedd, neu'r ystad dai neu ardal arall mwy o faint y maent wedi eu lleoli ynddi).
- (7) Mae'r adran hon yn ddarostyngedig i baragraff 12(7) yn Rhan 2 o Atodlen 8 (cymeradwyo cynlluniau ailddatblygu).

235 Datganiad o drefniadau ymgynghori

- (1) Rhaid i landlord y mae'n ofynnol iddo wneud trefniadau o dan adran 234 baratoi a chyhoeddi datganiad o'r trefniadau.
- (2) Os yw'r landlord yn awdurdod tai lleol, rhaid iddo sicrhau bod copi o'r datganiad ar gael i'w archwilio gan aelodau'r cyhoedd ar bob adeg resymol, yn ddi-dâl, ym mhrif swyddfa'r landlord.
- (3) Os yw'r landlord yn landlord cymdeithasol cofrestredig neu'n ddarparwr tai cymdeithasol preifat cofrestredig, rhaid iddo anfon copi o'r datganiad at Weinidogion Cymru a'r awdurdod tai lleol ar gyfer yr ardal y mae'r anneddau wedi ei lleoli ynddi.
- (4) Rhaid i awdurdod tai lleol yr anfonir copi ato o dan is-adran (3) sicrhau ei fod ar gael i'w archwilio gan aelodau'r cyhoedd ar bob adeg resymol, yn ddi-dâl, yn ei brif swyddfa.
- (5) Rhaid i'r landlord roi copi o'r datganiad—
 - (a) i unrhyw ddeiliad contract o dan gontract meddiannaeth gyda'r landlord sy'n gofyn am un, yn ddi-dâl, a
 - (b) i unrhyw berson arall sy'n gofyn am un, o dalu ffi resymol.
- (6) Rhaid i'r landlord hefyd—
 - (a) paratoi crynodeb o'r datganiad, a
 - (b) darparu copi o'r crynodeb yn ddi-dâl i unrhyw berson sy'n gofyn am un.

Hysbysiadau, datganiadau a dogfennau eraill

236 Ffurf hysbysiadau, datganiadau a dogfennau eraill

- (1) Mae'r adran hon yn gymwys i unrhyw hysbysiad neu ddogfen arall (gan gynnwys copi o ddogfen) y mae'n ofynnol neu yr awdurdodir ei roi neu ei wneud (neu ei rhoi neu ei gwneud) gan y Ddeddf hon neu oherwydd y Ddeddf hon.
- (2) Rhaid i'r hysbysiad neu'r ddogfen fod mewn ysgrifen.
- (3) Caiff Gweinidogion Cymru ragnodi ffurf yr hysbysiad neu'r ddogfen, ac oni bai bod y rheoliadau yn darparu fel arall, nid oes unrhyw effaith i hysbysiad neu ddogfen nad yw yn y ffurf ragnodedig.
- (4) Caiff yr hysbysiad neu'r ddogfen fod ar ffurf electronig (yn ddarostyngedig i adran 237(4)) ar yr amod—

- (a) the rent payable or other consideration due to the landlord, or
 - (b) charges for services and facilities provided by the landlord.
- (6) “Relevant group” means a group that—
- (a) forms a distinct social group, or
 - (b) occupies dwellings which constitute a distinct class (whether by reference to the kind of dwelling, or the housing estate or other larger area in which they are situated).
- (7) This section is subject to paragraph 12(7) in Part 2 of Schedule 8 (approval of redevelopment schemes).

235 Statement of consultation arrangements

- (1) A landlord required to make arrangements under section 234 must prepare and publish a statement of the arrangements.
- (2) If the landlord is a local housing authority, it must make a copy of the statement available at the landlord’s principal office for inspection at all reasonable times, without charge, by members of the public.
- (3) If the landlord is a registered social landlord or a private registered provider of social housing, it must send a copy of the statement to the Welsh Ministers and the local housing authority for the area in which the dwellings are situated.
- (4) A local housing authority to which a copy is sent under subsection (3) must make it available at its principal office for inspection at all reasonable times, without charge, by members of the public.
- (5) The landlord must give a copy of the statement—
 - (a) to any contract-holder under an occupation contract with the landlord who asks for one, free of charge, and
 - (b) to any other person who asks for one, on payment of a reasonable fee.
- (6) The landlord must also—
 - (a) prepare a summary of the statement, and
 - (b) provide a copy of the summary without charge to any person who asks for one.

Notices, statements and other documents

236 Form of notices, statements and other documents

- (1) This section applies to any notice or other document (including a copy of a document) required or authorised to be given or made by or because of this Act.
- (2) The notice or document must be in writing.
- (3) The Welsh Ministers may prescribe the form of the notice or document and, unless the regulations provide otherwise, a notice or document not in the prescribed form is of no effect.
- (4) The notice or document may be in electronic form (subject to section 237(4)) provided it—

- (a) ei fod neu ei bod yn cynnwys llofnod electronig ardystiedig pob person y mae'n ofynnol iddo ei lofnodi neu ei gyflawni (neu ei lofnodi neu ei chyflawni), a
 - (b) ei fod neu ei bod yn cydymffurfio ag unrhyw amodau eraill a gaiff eu rhagnodi.
- (5) Mae hysbysiad neu ddogfen o fewn is-adran (4) i'w drin neu ei thrin fel pe bai wedi ei lofnodi neu ei gyflawni (neu ei lofnodi neu ei chyflawni) gan bob person y mae ei lofnod electronig wedi ei ddilysu arno neu arni.
- (6) Os yw hysbysiad neu ddogfen ar ffurf electronig yn cael ei ddilysu neu ei dilysu gan berson fel asiant, mae i'w hystyried at ddibenion unrhyw ddeddfiad fel pe bai wedi ei ddilysu neu ei dilysu gan y person hwnnw o dan awdurdod ysgrifenedig pennaeth y person hwnnw.
- (7) Mae cyfeiriadau at lofnod electronig ac at ardystio llofnod o'r fath i'w darllen yn unol ag adran 7(2) a (3) o Ddeddf Cyfathrebu Electronig 2000 (p. 7).

237 Rhoi hysbysiadau, datganiadau a dogfennau eraill

- (1) Mae'r adran hon yn gymwys pan fo'r Ddeddf hon yn ei gwneud yn ofynnol neu'n awdurdodi person—
- (a) i hysbysu person am rywbeth, neu
 - (b) i roi dogfen i berson (gan gynnwys hysbysiad neu gopi o ddogfen).
- (2) Caniateir rhoi'r hysbysiad neu'r ddogfen i berson—
- (a) drwy ei ddanfôn neu ei danfôn i'r person,
 - (b) drwy ei adael neu ei gadael yn, neu ei bostio neu ei phostio i, un o'r manau a grybwyllir yn is-adran (3), neu
 - (c) os bodlonir yr amodau yn is-adran (4), drwy ei anfon neu ei hanfon at y person ar ffurf electronig.
- (3) Y manau yw—
- (a) preswylfa neu fan busnes hysbys olaf y person,
 - (b) unrhyw fan a bennir gan y person fel rhywle y gellir rhoi hysbysiadau neu ddogfennau i'r person, neu
 - (c) os rhoddir yr hysbysiad neu'r ddogfen i berson yn rhinwedd y ffaith ei fod yn ddeiliad contract, yr annedd sy'n ddarostyngedig i'r contract meddiannaeth.
- (4) Caniateir rhoi hysbysiad neu ddogfen i berson drwy ei anfon neu ei hanfon ar ffurf electronig os yw'n bodloni'r amodau yn adran 236(4), ac unrhyw amodau a wneir o dan yr is-adran honno, ac—
- (a) bod y person wedi nodi parodrwydd i dderbyn yr hysbysiad neu'r ddogfen yn electronig,
 - (b) bod y testun yn cael ei dderbyn gan y person ar ffurf ddarllenadwy, ac
 - (c) y gellir defnyddio'r testun er mwyn cyfeirio ato yn ddiweddarach.
- (5) Caniateir rhoi'r hysbysiad neu'r ddogfen i gorff corfforaethol drwy ei roi neu ei rhoi i ysgrifennydd neu i glerc y corff hwnnw.

- (a) has the certified electronic signature of each person by whom it is required to be signed or executed, and
 - (b) complies with such other conditions as may be prescribed.
- (5) A notice or document within subsection (4) is to be treated as signed or executed by each person whose certified electronic signature it has.
- (6) If a notice or document in electronic form is authenticated by a person as agent, it is to be regarded for the purposes of any enactment as authenticated by that person under the written authority of that person's principal.
- (7) References to an electronic signature and to the certification of such a signature are to be read in accordance with section 7(2) and (3) of the Electronic Communications Act 2000 (c. 7).

237 Giving notices, statements and other documents

- (1) This section applies where this Act requires or authorises a person to—
 - (a) notify a person of something, or
 - (b) give a document to a person (including a notice or a copy of a document).
- (2) The notification or document may be given to a person—
 - (a) by delivering it to the person,
 - (b) by leaving it at, or posting it to, one of the places mentioned in subsection (3), or
 - (c) if the conditions in subsection (4) are complied with, by sending it to the person in electronic form.
- (3) The places are—
 - (a) the person's last known residence or place of business,
 - (b) any place specified by the person as a place where the person may be given notifications or documents, or
 - (c) if the notification or document is given to a person in that person's capacity as a contract-holder, the dwelling subject to the occupation contract.
- (4) A notification or document may be given to a person by sending it in an electronic form if it complies with the conditions in, and any conditions under, section 236(4) and—
 - (a) the person has indicated a willingness to receive the notification or document electronically,
 - (b) the text is received by the person in legible form, and
 - (c) the text is capable of being used for subsequent reference.
- (5) The notification or document may be given to a body corporate by being given to the secretary or clerk of that body.

- (6) Mae hysbysiad neu ddogfen a roddir i berson drwy ei adael neu ei gadael yn unrhyw un o'r manau a grybwyllir yn is-adran (3) i'w drin neu i'w thrin fel pe bai wedi ei roi neu ei rhoi ar yr adeg y'i gadawyd yn y fan honno.

PENNOD 2

TRESMASWYR: TENANTIAETHAU A THRWDDEDAU GOBLYGEDIG

238 Tenantiaethau a thrwyddedau goblygedig

- (1) Mae'r adran hon yn gymwys –
- (a) os yw annedd nad yw'n ddarostyngedig i gontract meddiannaeth yn cael ei meddiannu fel cartref gan berson ("T") sy'n dresmaswr mewn perthynas â'r annedd honno, a
 - (b) os yw T yn gwneud taliadau mewn perthynas â'i feddiannaeth o'r annedd i berson ("P") y byddai ganddo hawl (boed ar ei ben ei hun neu ar y cyd) i ddod ag achos yn erbyn T i'w droi allan fel tresmaswr.
- (2) Os yw P yn derbyn taliadau o'r fath gan T –
- (a) gan wybod bod T yn dresmaswr mewn perthynas â'r annedd, neu
 - (b) ar adeg pan ddylai P wybod yn rhesymol bod T yn dresmaswr mewn perthynas â'r annedd,
- mae P i'w drin fel pe bai wedi gwneud contract cyfnodol â T yn union ar ôl diwedd y cyfnod perthnasol.
- (3) Y cyfnod perthnasol yw'r cyfnod o ddau fis sy'n dechrau â'r diwrnod cyntaf y mae P yn derbyn taliad oddi wrth T fel y crybwyllir yn is-adran (2).
- (4) Nid yw is-adran (2) yn gymwys os yw P, cyn diwedd y cyfnod perthnasol, yn dod ag achos yn erbyn T i'w droi allan fel tresmaswr neu'n dangos bwriad i drin T fel tresmaswr mewn ffordd arall.
- (5) Mae contract o dan is-adran (2) naill ai'n denantiaeth neu'n drwydded.
- (6) Mae'r denantiaeth neu'r drwydded yn rhoi'r hawl i T feddiannu'r annedd fel cartref o'r diwrnod yn union ar ôl diwrnod olaf y cyfnod perthnasol.
- (7) Mae swm y rhent a'r cyfnodau rhentu i'w pennu gan roi sylw i swm ac amllder y taliad neu'r taliadau a wneir gan T ac unrhyw amgylchiadau perthnasol eraill.
- (8) Ni chaiff tenantiaeth neu drwydded sy'n rhoi'r hawl i T feddiannu'r annedd fel cartref oddi tani fod yn oblygedig ac eithrio fel y darperir yn yr adran hon; ond nid oes dim yn yr adran hon yn atal P a T rhag gwneud tenantiaeth neu drwydded ffurfiol o'r fath cyn diwedd y cyfnod perthnasol.

PENNOD 3

TENANTIAETHAU A THRWDDEDAU SY'N BODOLI CYN I'R BENNOD HON DDOD I RYM

239 Diddymu tenantiaethau sicr, tenantiaethau diogel a thenantiaethau eraill

- (1) Ar y diwrnod penodedig ac ar ôl hynny, ni all unrhyw denantiaeth na thrwydded (pryd bynnag y'i gwnaed) fod yn –

- (6) A notification or document given to a person by leaving it at any of the places mentioned in subsection (3) is to be treated as having been given at the time at which it was left at that place.

CHAPTER 2

TRESPASSERS: IMPLIED TENANCIES AND LICENCES

238 **Implied tenancies and licences**

- (1) This section applies if –
- (a) a dwelling which is not subject to an occupation contract is occupied as a home by a person (“T”) who is a trespasser in relation to that dwelling, and
 - (b) T makes payments in respect of his or her occupation of the dwelling to a person (“P”) who would be entitled (whether alone or jointly) to bring proceedings to evict T as a trespasser.
- (2) If P accepts such payments from T –
- (a) knowing that T is a trespasser in relation to the dwelling, or
 - (b) at a time when P ought reasonably to know that T is a trespasser in relation to the dwelling,

P is to be treated as having made a periodic contract with T immediately after the end of the relevant period.

- (3) The relevant period is the period of two months starting with the day on which P first accepts a payment from T as mentioned in subsection (2).
- (4) Subsection (2) does not apply if before the end of the relevant period P brings proceedings to evict T as a trespasser or otherwise shows an intention to treat T as a trespasser.
- (5) A contract under subsection (2) is either a tenancy or a licence.
- (6) The tenancy or licence entitles T to occupy the dwelling as a home from the day immediately after the last day of the relevant period.
- (7) The amount of rent and rental periods are to be determined having regard to the amount and frequency of the payment or payments made by T and any other relevant circumstances.
- (8) A tenancy or licence under which T is entitled to occupy the dwelling as a home may not be implied except as provided in this section; but nothing in this section prevents P and T expressly making such a tenancy or licence before the end of the relevant period.

CHAPTER 3

TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF THIS CHAPTER

239 **Abolition of assured, secure and other tenancies**

- (1) On and after the appointed day, no tenancy or licence (whenever made) can be –

- (a) contract cyfyngedig;
 - (b) tenantiaeth fyrddaliol warchodedig;
 - (c) tenantiaeth ddiogel;
 - (d) tenantiaeth sicr (sy'n cynnwys tenantiaeth fyrddaliol sicr);
 - (e) tenantiaeth ragarweiniol;
 - (f) tenantiaeth isradd.
- (2) Pe gallai'r landlord o dan denantiaeth warchodedig neu denantiaeth statudol, yn union cyn y diwrnod penodedig, fod wedi adennill meddiant o'r tŷ annedd sy'n ddarostyngedig i'r denantiaeth o dan Achos 19 o Atodlen 15 i Ddeddf Rhenti 1977 (p. 42) (tenantiaethau byrddaliol gwarchodedig blaenorol), mae'r denantiaeth yn peidio â bod yn denantiaeth warchodedig neu'n denantiaeth statudol ar y diwrnod penodedig.
- (3) Nid oes dim yn yr adran hon yn terfynu tenantiaeth neu drwydded sydd o fewn is-adran (1) neu (2).

240 Trosi tenantiaethau a thrwyddedau sydd yn bodoli cyn i'r Bennod ddod i rym

- (1) At ddibenion penderfynu ar y materion yn is-adran (2), mae tenantiaeth neu drwydded a fodolai yn union cyn y diwrnod penodedig i'w thrin fel pe bai wedi ei gwneud ar y diwrnod penodedig.
- (2) Y materion yw –
- (a) pa un a yw'r denantiaeth neu'r drwydded yn gontract meddiannaeth,
 - (b) pwy yw deiliaid y contract o dan y contract, ac
 - (c) a yw'r contract yn gontract diogel neu'n gontract safonol.
- (3) Mae is-adrannau (4) i (7) yn gymwys i denantiaeth neu drwydded sy'n dod yn gontract meddiannaeth ar y diwrnod penodedig.
- (4) Mae'r darpariaethau sylfaenol sy'n gymwys i'r contract wedi eu hymgorffori fel telerau o'r contract.
- (5) Mae telerau presennol y contract yn parhau i gael effaith, ac eithrio i'r graddau y maent –
- (a) yn anghydnaws â darpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau'r contract, neu
 - (b) yn delerau'r contract oherwydd deddfiad a ddiidymir neu a ddirymir o dan y Ddeddf hon.
- (6) Mae'r darpariaethau atodol sy'n gymwys i'r contract wedi eu hymgorffori fel telerau o'r contract, ac eithrio i'r graddau y maent yn anghydnaws â thelerau presennol y contract.
- (7) Mae'r adran hon yn ddarostyngedig i Atodlen 12 (sy'n gwneud darpariaeth bellach ynghylch tenantiaethau a thrwyddedau sydd eisoes yn bodoli, sy'n addasu'r modd y cymhwysir y Ddeddf hon, ac sy'n cynnwys darpariaeth sylfaenol sy'n gymwys i gontractau safonol penodol).

- (a) a restricted contract;
 - (b) a protected shorthold tenancy;
 - (c) a secure tenancy;
 - (d) an assured tenancy (including an assured shorthold tenancy);
 - (e) an introductory tenancy;
 - (f) a demoted tenancy.
- (2) If, immediately before the appointed day, the landlord under a protected or statutory tenancy might have recovered possession of the dwelling-house subject to the tenancy under Case 19 of Schedule 15 to the Rent Act 1977 (c. 42) (former protected shorthold tenancies), the tenancy ceases to be a protected or statutory tenancy on the appointed day.
- (3) Nothing in this section ends a tenancy or licence within subsection (1) or (2).

240 Conversion of tenancies and licences existing before commencement of Chapter

- (1) For the purposes of determining the matters in subsection (2), a tenancy or licence which existed immediately before the appointed day is to be treated as if it were made on the appointed day.
- (2) The matters are –
- (a) whether the tenancy or licence is an occupation contract,
 - (b) the identity of the contract-holders under the contract, and
 - (c) whether the contract is a secure contract or a standard contract.
- (3) Subsections (4) to (7) apply to a tenancy or licence which becomes an occupation contract on the appointed day.
- (4) The fundamental provisions applicable to the contract are incorporated as terms of the contract.
- (5) The existing terms of the contract continue to have effect, except to the extent that they –
- (a) are incompatible with a fundamental provision incorporated as a term of the contract, or
 - (b) are terms of the contract because of an enactment repealed or revoked under this Act.
- (6) The supplementary provisions applicable to the contract are incorporated as terms of the contract, except to the extent that they are incompatible with the existing terms of the contract.
- (7) This section is subject to Schedule 12 (which makes further provision about existing tenancies and licences, modifies the application of this Act, and includes a fundamental provision incorporated into certain standard contracts).

241 Contractau sydd eisoes yn bodoli

- (1) Mae'r adran hon yn gymwys pan wneir, ar neu ar ôl y diwrnod penodedig, denantiaeth neu drwydded yn unol â chontract a wnaed cyn y diwrnod y gwneir y gorchymyn sy'n pennu'r diwrnod penodedig gan Weinidogion Cymru.
- (2) Mae adran 240 ac Atodlen 12 yn gymwys i'r denantiaeth neu'r drwydded—
 - (a) fel pe bai wedi ei gwneud ar y diwrnod penodedig, a
 - (b) fel pe bai, yn union cyn y diwrnod hwnnw, yn denantiaeth neu'n drwydded o'r math y byddai wedi bod ar y diwrnod hwnnw oni bai am y Ddeddf hon.
- (3) Nid yw paragraffau 2(3), 4(1) a (3), 11, 12, 13 a 23(3) a (7) o Atodlen 12 yn gymwys mewn perthynas â'r denantiaeth neu'r drwydded.

242 Dehongli'r Bennod

Yn y Bennod hon—

“y diwrnod penodedig” (*“the appointed day”*) yw'r diwrnod a bennir o dan adran 257 fel y diwrnod y daw adran 239 i rym;

mae i “tenantiaeth ddiogel” yr ystyr sydd i “secure tenancy” yn Neddf Tai 1985 (p. 68), ond nid yw'n cynnwys tenantiaeth cymdeithas dai o fewn ystyr adran 86 o Ddeddf Rhenti 1977 (p. 42);

mae i “tenantiaeth fyrddaliol sicr” yr ystyr sydd i “assured shorthold tenancy” yn Neddf Tai 1988 (p. 50)

mae i “tenantiaeth fyrddaliol warchoddedig”, “tenantiaeth warchoddedig”, “contract cyfyngedig” a “tenantiaeth statudol” yr ystyr sydd i “protected shorthold tenancy”, “protected tenancy”, “restricted contract” a “statutory tenancy” yn Neddf Rhenti 1977;

ystyr “tenantiaeth isradd” (*“demoted tenancy”*) yw tenantiaeth y mae adran 143A o Ddeddf Tai 1996 (p. 52) yn berthnasol iddi;

mae i “tenantiaeth ragarweiniol” yr ystyr sydd i “introductory tenancy” yn Neddf Tai 1996;

mae i “tenantiaeth sicr” yr ystyr sydd i “assured tenancy” yn Neddf Tai 1988 (ac mae'n cynnwys tenantiaeth fyrddaliol sicr).

RHAN 11**DARPARIAETHAU TERFYNOL***Dehongli'r Ddeddf***243 Awdurdodau lleol ac awdurdodau eraill**

- (1) Mae'r adran hon yn gymwys at ddibenion dehongli'r Ddeddf hon.
- (2) Mae'r canlynol yn awdurdodau lleol—
 - (a) cyngor sir ar gyfer ardal yng Nghymru,

241 Pre-existing contracts

- (1) This section applies where, on or after the appointed day, a tenancy or licence is made in pursuance of a contract made before the day on which the order specifying the appointed day is made by the Welsh Ministers.
- (2) Section 240 and Schedule 12 apply to the tenancy or licence as if –
 - (a) the day on which it is made is the appointed day, and
 - (b) immediately before that day it was a tenancy or licence of the kind it would have been on that day but for this Act.
- (3) Paragraphs 2(3), 4(1) and (3), 11, 12, 13 and 23(3) and (7) of Schedule 12 do not apply in relation to the tenancy or licence.

242 Interpretation of Chapter

In this Chapter –

“the appointed day” (*“y diwrnod penodedig”*) is the day appointed under section 257 as the day on which section 239 comes into force;

“assured shorthold tenancy” (*“tenantiaeth fyrddaliol sicr”*) has the same meaning as in the Housing Act 1988 (c. 50);

“assured tenancy” (*“tenantiaeth sicr”*) has the same meaning as in the Housing Act 1988 (and includes an assured shorthold tenancy);

“demoted tenancy” (*“tenantiaeth isradd”*) means a tenancy to which section 143A of the Housing Act 1996 (c. 52) applies;

“introductory tenancy” (*“tenantiaeth ragarweiniol”*) has the same meaning as in the Housing Act 1996;

“protected shorthold tenancy” (*“tenantiaeth fyrddaliol warchodedig”*), “protected tenancy” (*“tenantiaeth warchodedig”*), “restricted contract” (*“contract cyfyngedig”*) and “statutory tenancy” (*“tenantiaeth statudol”*) have the same meaning as in the Rent Act 1977 (c. 42);

“secure tenancy” (*“tenantiaeth ddiogel”*) has the same meaning as in the Housing Act 1985 (c. 68), but it does not include a housing association tenancy within the meaning of section 86 of the Rent Act 1977.

PART 11**FINAL PROVISIONS***Interpretation of Act***243 Local authority and other authorities**

- (1) This section applies for the purposes of interpreting this Act.
- (2) The following are local authorities –
 - (a) a county council for an area in Wales,

- (b) cyngor bwrdeistref sirol, ac
- (c) comisiynydd heddlu a throseddu ar gyfer ardal heddlu yng Nghymru.
- (3) Ystyr “awdurdod tai lleol” (ac eithrio ym mharagraff 12 o Atodlen 2) yw cyngor sir ar gyfer ardal yng Nghymru neu gyngor bwrdeistref sirol.
- (4) Ystyr “ymddiriedolaeth gweithredu tai” yw ymddiriedolaeth gweithredu tai a sefydlwyd o dan Ran 3 o Ddeddf Tai 1988 (p. 50) ac mae’n cynnwys unrhyw gorff a sefydlwyd o dan adran 88 o’r Ddeddf honno.
- (5) Mae i “corfforaeth dref newydd” yr un ystyr â “new town corporation” yn Neddf Tai 1985 (p. 68) (gweler adran 4 o’r Ddeddf honno).
- (6) Ystyr “corfforaeth datblygu trefol” yw corfforaeth datblygu trefol a sefydlwyd o dan Ran 16 o Ddeddf Llywodraeth Leol, Cynllunio a Thir 1980 (p. 65) ac mae’n cynnwys unrhyw gorff a sefydlwyd o dan adran 165B o’r Ddeddf honno.

244 Landlord, lletywr a meddiannydd a ganiateir

- (1) Mae’r adran hon yn gymwys at ddibenion dehongli’r Ddeddf hon.
- (2) Y landlord, mewn perthynas â chontract meddiannaeth, yw’r person sydd (neu sy’n honni ei fod) â hawl i roi’r hawl i unigolyn feddiannu’r annedd fel cartref.
- (3) Mae person yn byw mewn annedd fel lletywr os yw’r denantiaeth neu’r drwydded y mae’n meddiannu’r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 (llety a rennir â’r landlord).
- (4) Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn gontract meddiannaeth.
- (5) Mae person yn feddiannydd a ganiateir mewn annedd sy’n ddarostyngedig i gontract meddiannaeth—
 - (a) os yw’n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu
 - (b) os nad yw’n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

245 Dyddiad meddiannu contract meddiannaeth

Yn y Ddeddf hon, dyddiad meddiannu contract meddiannaeth yw’r diwrnod y mae gan ddeiliad y contract hawl i ddechrau meddiannu’r annedd.

246 Annedd

- (1) At ddibenion y Ddeddf hon, ystyr “annedd” yw annedd sy’n gyfan gwbl yng Nghymru, ac—
 - (a) nid yw’n cynnwys unrhyw strwythur neu gerbyd y gellir ei symud o un lle i’r llall, ond
 - (b) mae’n cynnwys unrhyw dir a feddiennir ynghyd â’r annedd, oni bai bod y tir yn dir amaethyddol sy’n fwy na 0.809 hectar.
- (2) Ystyr “tir amaethyddol” yw—
 - (a) tir a ddefnyddir fel tir â, doldir neu borfa yn unig;

- (b) a county borough council, and
 - (c) a police and crime commissioner for a police area in Wales.
- (3) “Local housing authority” (other than in paragraph 12 of Schedule 2) means a county council for an area in Wales or a county borough council.
- (4) “Housing action trust” means a housing action trust established under Part 3 of the Housing Act 1988 (c. 50) and includes any body established under section 88 of that Act.
- (5) “New town corporation” has the same meaning as in the Housing Act 1985 (c. 68) (see section 4 of that Act).
- (6) “Urban development corporation” means an urban development corporation established under Part 16 of the Local Government, Planning and Land Act 1980 (c. 65) and includes any body established under section 165B of that Act.

244 Landlord, lodger and permitted occupier

- (1) This section applies for the purposes of interpreting this Act.
- (2) The landlord, in relation to an occupation contract, is the person that is (or purports to be) entitled to confer on an individual a right to occupy the dwelling as a home.
- (3) A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 (accommodation shared with landlord).
- (4) But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.
- (5) A person is a permitted occupier of a dwelling subject to an occupation contract if—
- (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or
 - (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

245 Occupation date of an occupation contract

In this Act, the occupation date of an occupation contract is the day on which the contract-holder is entitled to begin occupying the dwelling.

246 Dwelling

- (1) For the purposes of this Act “dwelling” means a dwelling which is wholly in Wales, and—
- (a) does not include any structure or vehicle which is capable of being moved from one place to another, but
 - (b) includes any land occupied together with the dwelling, unless the land is agricultural land exceeding 0.809 hectares.
- (2) “Agricultural land” means—
- (a) land used as arable, meadow or pasture ground only;

- (b) tir a ddefnyddir ar gyfer planhigfa neu goedwig neu ar gyfer tyfu prysgwydd y gellir eu gwerthu;
- (c) tir a ddefnyddir at ddiben ffermio dofednod, gerddi marchnad, tiroedd planhigfa, perllannau neu randiroedd, gan gynnwys gerddi rhandir o fewn ystyr Deddf Rhandiroedd 1922 (p. 51),

ond nid yw'n cynnwys tir a feddiennir ynghyd â thŷ fel parc, gerddi (ac eithrio fel y crybwyllir ym mharagraff (c)) neu diroedd hamdden, tir a ddefnyddir yn bennaf neu'n llwyr at ddibenion chwaraeon neu hamdden neu dir a ddefnyddir fel cae ras.

- (3) Ystyr annedd, mewn perthynas â chontract meddiannaeth, yw'r annedd sy'n ddarostyngedig i'r contract.

247 Ystyr "amrywio" contract meddiannaeth

Yn y Ddeddf hon, mewn perthynas â chontract meddiannaeth—

- (a) mae "amrywio" yn cynnwys ychwanegu teler i'r contract neu ddileu un o delerau'r contract;
- (b) nid yw "amrywio" yn cynnwys unrhyw newid o ran pwy yw'r landlord na deiliad y contract o dan y contract.

248 Y llys

Yn y Ddeddf hon, ystyr "y llys" yw'r Uchel Lys neu'r llys sirol.

249 Les, tenantiaeth ac ymadroddion cysylltiedig

- (1) Yn y Ddeddf hon, mae i "les" a "tenantiaeth" yr un ystyr.
- (2) Mae'r naill ymadrodd a'r llall yn cynnwys—
 - (a) is-les neu is-denantiaeth, a
 - (b) les neu denantiaeth (neu is-les neu is-denantiaeth) mewn ecwiti.
- (3) Mae'r ymadroddion "lesydd" a "lesddeiliad" a "landlord" a "tenant", a chyfeiriadau at osod, at roi neu wneud les neu at gyfamodau neu delerau, i'w darllen yn unol â hynny.
- (4) Ystyr "tenantiaeth" a "trwydded" yw tenantiaeth neu drwydded sy'n berthnasol i annedd (gweler adran 246).

250 Aelodau o deulu

- (1) Mae person yn aelod o deulu rhywun arall at ddibenion y Ddeddf hon—
 - (a) os yw'n briod neu'n bartner sifil i'r person hwnnw,
 - (b) os yw'n byw gyda'r person hwnnw fel pe baent yn briod neu'n bartneriaid sifil, neu
 - (c) os yw'n rhiant, yn fam-gu/nain neu'n dad-cu/taid, yn blentyn, yn wŷr neu wyres, yn frawd, yn chwaer, yn ewythr, yn fodryb, yn nai neu'n nith i'r person hwnnw.
- (2) At ddibenion is-adran (1)(c)—
 - (a) mae perthynas drwy briodas neu bartneriaeth sifil i'w thrin fel perthynas waed,

- (b) land used for a plantation or a wood or for the growth of saleable underwood;
- (c) land used for the purpose of poultry farming, market gardens, nursery grounds, orchards or allotments, including allotment gardens within the meaning of the Allotments Act 1922 (c. 51),

but does not include land occupied together with a house as a park, gardens (other than as mentioned in paragraph (c)) or pleasure grounds, land used mainly or exclusively for purposes of sport or recreation or land used as a racecourse.

- (3) Dwelling, in relation to an occupation contract, means the dwelling subject to the contract.

247 Meaning of “variation” of occupation contract

In this Act “variation”, in relation to an occupation contract—

- (a) includes the addition or removal of a term of the contract;
- (b) does not include any change in the identity of the landlord or contract-holder under the contract.

248 The court

In this Act “the court” means the High Court or the county court.

249 Lease, tenancy and related expressions

- (1) In this Act “lease” and “tenancy” have the same meaning.
- (2) Both expressions include—
 - (a) a sub-lease or a sub-tenancy, and
 - (b) a lease or tenancy (or a sub-lease or sub-tenancy) in equity.
- (3) The expressions “lessor” and “lessee” and “landlord” and “tenant”, and references to letting, to the grant or making of a lease or to covenants or terms, are to be read accordingly.
- (4) “Tenancy” and “licence” mean a tenancy or licence relating to a dwelling (see section 246).

250 Members of a family

- (1) A person is a member of another’s family for the purposes of this Act if—
 - (a) he or she is the spouse or civil partner of that person,
 - (b) he or she and that person live together as if they were spouses or civil partners, or
 - (c) he or she is that person’s parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- (2) For the purposes of subsection (1)(c)—
 - (a) a relationship by marriage or civil partnership is to be treated as a relationship by blood,

- (b) mae perthynas rhwng personau nad oes ganddynt ond un rhiant yn gyffredin i'w thrin fel perthynas rhwng personau sydd â'r naill riant a'r llall yn gyffredin, ac
- (c) ac eithrio at ddibenion paragraff (b), mae llysblentyn person i'w drin fel ei blentyn.

251 Gorchymyn eiddo teuluol

- (1) At ddibenion y Ddeddf hon gorchymyn eiddo teuluol yw gorchymyn o dan—
 - (a) adran 24 o Ddeddf Achosion Priodasol 1973 (p. 18) (gorchymynion ad-drefnu eiddo mewn cysylltiad ag achosion priodasol),
 - (b) adran 17 neu 22 o Ddeddf Achosion Priodasol a Theuluol 1984 (p. 42) (gorchymynion ad-drefnu eiddo etc. ar ôl ysgariad mewn gwlad dramor),
 - (c) paragraff 1 o Atodlen 1 i Ddeddf Plant 1989 (p. 41) (gorchymynion am gymorth ariannol yn erbyn rhieni),
 - (d) Atodlen 7 i Ddeddf Cyfraith Teulu 1996 (p. 27) (trosglwyddo tenantiaethau ar ôl ysgaru neu wahanu),
 - (e) Rhan 2 o Atodlen 5 i Ddeddf Partneriaeth Sifil 2004 (p. 33) (gorchymynion ad-drefnu eiddo mewn cysylltiad â phartneriaeth sifil), neu
 - (f) paragraff 9 neu 13 o Atodlen 7 i'r Ddeddf honno (gorchymynion ad-drefnu eiddo etc. yn dilyn diddymu partneriaeth sifil mewn gwlad dramor).
- (2) Mae gorchymyn o dan Atodlen 1 i Ddeddf Cartrefi Priodasol 1983 (p. 19) (fel y mae'n parhau i gael effaith oherwydd Atodlen 9 i Ddeddf Cyfraith Teulu 1996) hefyd yn orchymyn eiddo teuluol.

252 Mân ddiffiniadau

Yn y Ddeddf hon—

ystyr “contract cyflogaeth” (“*contract of employment*”) yw contract gwasanaeth neu brentisiaeth, boed yn ddatganedig neu'n oblygedig, ac (os yw'n ddatganedig) boed ar lafar neu mewn ysgrifen;

ystyr “contract cyfnod penodol” (“*fixed term contract*”) yw contract meddiannaeth nad yw'n gontract cyfnodol;

ystyr “cyfnod rhentu” (“*rental period*”) yw cyfnod y mae rhent yn daladwy ar ei gyfer;

mae i “cymdeithas dai” yr ystyr sydd i “housing association” yn Neddf Cymdeithasau Tai 1985 (p. 69) (gweler adran 1 o'r Ddeddf honno);

- (b) a relationship between persons who have only one parent in common is to be treated as a relationship between persons who have both parents in common, and
- (c) except for the purposes of paragraph (b), the stepchild of a person is to be treated as his or her child.

251 Family property order

- (1) For the purposes of this Act a family property order is an order under –
 - (a) section 24 of the Matrimonial Causes Act 1973 (c. 18) (property adjustment orders in connection with matrimonial proceedings),
 - (b) section 17 or 22 of the Matrimonial and Family Proceedings Act 1984 (c. 42) (property adjustment orders etc. after overseas divorce),
 - (c) paragraph 1 of Schedule 1 to the Children Act 1989 (c. 41) (orders for financial relief against parents),
 - (d) Schedule 7 to the Family Law Act 1996 (c. 27) (transfer of tenancies on divorce or separation),
 - (e) Part 2 of Schedule 5 to the Civil Partnership Act 2004 (c. 33) (property adjustment orders in connection with civil partnership), or
 - (f) paragraph 9 or 13 of Schedule 7 to that Act (property adjustment orders etc. on overseas dissolution of civil partnership).
- (2) An order under Schedule 1 to the Matrimonial Homes Act 1983 (c. 19) (as it continues to have effect because of Schedule 9 to the Family Law Act 1996) is also a family property order.

252 Minor definitions

In this Act –

“common parts” (*“rhannau cyffredin”*), in relation to a dwelling subject to an occupation contract, means –

- (a) any part of a building comprising that dwelling, and
- (b) any other premises (including any other dwelling),

which the contract-holder is entitled under the terms of the contract to use in common with others;

“contract of employment” (*“contract cyflogaeth”*) means a contract of service or apprenticeship, whether express or implied and (if it is express) whether oral or in writing;

“Convention rights” (*“hawliau Confensiwn”*) has the same meaning as in the Human Rights Act 1998 (c. 42);

“enactment” (*“deddfiad”*) means an enactment (whenever enacted or made, unless the contrary intention appears) comprised in, or in an instrument made under –

- (a) an Act of Parliament, or
- (b) a Measure or an Act of the National Assembly for Wales (including this Act);

ystyr “deddfiad” (“*enactment*”) yw deddfiad (pryd bynnag y’i deddfwyd neu y’i gwnaed, oni bai bod bwriad i’r gwrthwyneb yn ymddangos), sydd wedi ei gynnwys mewn, neu mewn offeryn a wnaed o dan –

- (a) Deddf Seneddol, neu
- (b) Mesur neu Ddeddf gan Gynulliad Cenedlaethol Cymru (gan gynnwys y Ddeddf hon);

ystyr “elusen gofrestredig” (“*registered charity*”) yw elusen sydd wedi ei chofrestru o dan Ddeddf Elusennau 2011 (p. 25);

mae i “hawliau Confensiwn” yr ystyr sydd i “*Convention rights*” yn Neddf Hawliau Dynol 1998 (p. 42);

ystyr “rhagnodedig” (“*prescribed*”) yw wedi ei rhagnodi drwy reoliadau a wnaed gan Weinidogion Cymru;

ystyr “rhannau cyffredin” (“*common parts*”), mewn perthynas ag annedd sy’n ddarostyngedig i gontract meddiannaeth, yw –

- (a) unrhyw ran o adeilad sy’n ffurfio’r annedd honno, a
- (b) unrhyw fangre arall (gan gynnwys unrhyw annedd arall),

y mae gan ddeiliad y contract hawl i’w defnyddio ar y cyd ag eraill o dan delerau’r contract;

mae “rhent” (“*rent*”) yn cynnwys swm sy’n daladwy o dan drwydded;

mae i “ymddiriedolaeth dai” yr ystyr sydd i “*housing trust*” yn Neddf Cymdeithasau Tai 1985 (gweler adran 2 o’r Ddeddf honno).

253 Mynegai

Mae’r tabl canlynol yn cynnwys mynegai o’r termau a ddefnyddir yn y Ddeddf hon (ac eithrio mewn adrannau neu baragraffau lle mae’r term a ddefnyddir wedi ei ddiffinio neu ei esbonio yn yr adran honno neu’r paragraff hwnnw) –

TABL 2

aelod o deulu (“ <i>member of a family</i> ”)	adran 250
amrywiad (“ <i>variation</i> ”)	adran 247
annedd (“ <i>dwelling</i> ”)	adran 246
awdurdod lleol (“ <i>local authority</i> ”)	adran 243
awdurdod tai lleol (ac eithrio ym mharagraff 12 o Atodlen 2 (“ <i>local housing authority</i> ”))	adran 243
blaendal (“ <i>deposit</i> ”)	adran 47
contract cyflogaeth (“ <i>contract of employment</i> ”)	adran 252
contract cyfnod penodol (“ <i>fixed term contract</i> ”)	adran 252
contract cyfyngedig (“ <i>restricted contract</i> ”)	adran 242
contract diogel (“ <i>secure contract</i> ”)	adran 8

“fixed term contract” (“*contract cyfnod penodol*”) means an occupation contract that is not a periodic contract;

“housing association” (“*cymdeithas dai*”) has the same meaning as in the Housing Associations Act 1985 (c. 69) (see section 1 of that Act);

“housing trust” (“*ymddiriedolaeth dai*”) has the same meaning as in that Act (see section 2 of that Act);

“prescribed” (“*rhagnodedig*”) means prescribed by regulations made by the Welsh Ministers;

“registered charity” (“*elusen gofrestrdig*”) means a charity registered under the Charities Act 2011 (c. 25);

“rent” (“*rhent*”) includes a sum payable under a licence;

“rental period” (“*cyfnod rhentu*”) means a period in respect of which a payment of rent falls to be made.

253 Index of terms

The following table contains an index of terms used in this Act (other than in sections or paragraphs where the term used is defined or explained in that section or paragraph) –

TABLE 2

additional terms (of an occupation contract) (“ <i>telerau ychwanegol (contract meddiannaeth)</i> ”)	section 28
anti-social behaviour (“ <i>ymddygiad gwrthgymdeithasol</i> ”)	section 55
appointed day (“ <i>diwrnod penodedig</i> ”)	section 242
assured shorthold tenancy (“ <i>tenantiaeth fyrddaliol sicr</i> ”)	section 242
assured tenancy (“ <i>tenantiaeth sicr</i> ”)	section 242
authorised deposit scheme (“ <i>cynllun blaendal awdurdodedig</i> ”)	section 47
common parts (“ <i>rhannau cyffredin</i> ”)	section 252
community landlord (“ <i>landlord cymunedol</i> ”)	section 9
contract-holder (“ <i>deiliad contract</i> ”)	section 7 (see also section 48)
contract-holder’s break clause (“ <i>cymal terfynu deiliad contract</i> ”)	section 189

contract isfeddiannaeth (“sub-occupation contract”)	adran 59
contract meddiannaeth (“occupation contract”)	adran 7
contract safonol (“standard contract”)	adran 8
contract safonol â chymorth (“supported standard contract”)	adran 143
contract safonol rhagarweiniol (“introductory standard contract”)	adran 16
contract safonol ymddygiad gwaharddedig (“prohibited conduct standard contract”)	adran 116
corfforaeth datblygu trefol (“urban development corporation”)	adran 243
corfforaeth tref newydd (“new town corporation”)	adran 243
cyfnod prawf (“probation period”)	paragraff 3 o Atodlen 7
cyfnod rhagarweiniol (“introductory period”)	paragraff 1 o Atodlen 4
cyfnod rhentu (“rental period”)	adran 252
cymal terfynu deiliad contract (“contract-holder’s break clause”)	adran 189
cymal terfynu’r landlord (“landlord’s break clause”)	adran 194
cymdeithas dai (“housing association”)	adran 252
cymdeithas dai gwbl gydfuddiannol (“fully mutual housing association”)	adran 9
cymdeithas dai gydweithredol (“co-operative housing association”)	adran 9
cynllun blaendal awdurdodedig (“authorised deposit scheme”)	adran 47
darpariaeth atodol (ac eithrio yn adrannau 255 a 256) (“supplementary provision”)	adran 23
darpariaeth sylfaenol (“fundamental provision”)	adran 18 (gweler adran 19 hefyd)
darparwr tai cymdeithasol preifat cofrestredig (“private registered provider of social housing”)	adran 9

contract of employment (“ <i>contract cyflogaeth</i> ”)	section 252
Convention rights (“ <i>hawliau Confensiwn</i> ”)	section 252
co-operative housing association (“ <i>cymdeithas dai gydweithredol</i> ”)	section 9
court (“ <i>llys</i> ”)	section 248
demoted tenancy (“ <i>tenantiaeth isradd</i> ”)	section 242
deposit (“ <i>blaendal</i> ”)	section 47
dwelling (“ <i>annedd</i> ”)	section 246
enactment (“ <i>deddfiad</i> ”)	section 252
estate management grounds (“ <i>seiliau rheoli ystad</i> ”)	section 160 and Schedule 8
family property order (“ <i>gorchymyn eiddo teuluol</i> ”)	section 251
fixed term contract (“ <i>contract cyfnod penodol</i> ”)	section 252
fully mutual housing association (“ <i>cymdeithas dai gwbl gydfuddiannol</i> ”)	section 9
fundamental provision (“ <i>darpariaeth sylfaenol</i> ”)	section 18 (see also section 19)
fundamental term (“ <i>teler sylfaenol</i> ”)	section 19
head landlord (“ <i>priflandlord</i> ”)	section 59
housing action trust (“ <i>ymddiriedolaeth gweithredu tai</i> ”)	section 243
housing association (“ <i>cymdeithas dai</i> ”)	section 252
housing trust (“ <i>ymddiriedolaeth dai</i> ”)	section 252
initial requirements (in relation to an authorised deposit scheme) (“ <i>gofynion cychwynnol (o ran cynllun blaendal awdurdodedig)</i> ”)	section 47
introduction date (“ <i>dyddiad cyflwyno</i> ”)	paragraphs 1 and 2 of Schedule 4

deddfiad (“ <i>enactment</i> ”)	adran 252
deiliad contract (“ <i>contract-holder</i> ”)	adran 7 (gweler adran 48 hefyd)
diwrnod penodedig (“ <i>appointed day</i> ”)	adran 242
dyddiad cyflwyno (“ <i>introduction date</i> ”)	paragraffau 1 a 2 o Atodlen 4
dyddiad meddiannu (“ <i>occupation date</i> ”)	adran 245
elusen gofrestredig (“ <i>registered charity</i> ”)	adran 252
gofynion cychwynnol (o ran cynllun blaendal awdurdodedig) (“ <i>initial requirements (in relation to an authorised deposit scheme)</i> ”)	adran 47
gosodiad gwasanaeth (“ <i>service installation</i> ”)	adran 92
gorchymyn eiddo teuluol (“ <i>family property order</i> ”)	adran 251
hawliau Confensiwn (“ <i>Convention rights</i> ”)	adran 252
hawliad meddiant (“ <i>possession claim</i> ”)	adran 149
hysbysiad adennill meddiant (“ <i>possession notice</i> ”)	adran 150
isddeiliad (“ <i>sub-holder</i> ”)	adran 59
landlord (“ <i>landlord</i> ”)	adran 244 (gweler adran 53 hefyd)
landlord cymdeithasol cofrestredig (“ <i>registered social landlord</i> ”)	adran 9
landlord cymunedol (“ <i>community landlord</i> ”)	adran 9
landlord preifat (“ <i>private landlord</i> ”)	adran 10
les (“ <i>lease</i> ”)	adran 249
llety â chymorth (“ <i>supported accommodation</i> ”)	adran 143
lletywr (“ <i>lodger</i> ”)	adran 244

introductory period (“ <i>cyfnod rhagarweiniol</i> ”)	paragraph 1 of Schedule 4
introductory standard contract (“ <i>contract safonol rhagarweiniol</i> ”)	section 16
introductory tenancy (“ <i>tenantiaeth ragarweiniol</i> ”)	section 242
key matter (in relation to an occupation contract) (“ <i>mater allweddol (o ran contract meddiannaeth)</i> ”)	sections 26 and 27
landlord (“ <i>landlord</i> ”)	section 244 (see also section 53)
landlord’s break clause (“ <i>cymal terfynu’r landlord</i> ”)	section 194
lease (“ <i>les</i> ”)	section 249
local authority (“ <i>awdurdod lleol</i> ”)	section 243
local housing authority (other than in paragraph 12 of Schedule 2) (“ <i>awdurdod tai lleol</i> ”)	section 243
lodger (“ <i>lletywr</i> ”)	section 244
member of a family (“ <i>aelod o deulu</i> ”)	section 250
new town corporation (“ <i>corfforaeth tref newydd</i> ”)	section 243
occupation contract (“ <i>contract meddiannaeth</i> ”)	section 7
occupation date (“ <i>dyddiad meddiannu</i> ”)	section 245
permitted occupier (“ <i>meddiannydd a ganiateir</i> ”)	section 244
possession claim (“ <i>hawliad meddiant</i> ”)	section 149
possession notice (“ <i>hysbysiad adennill meddiant</i> ”)	section 150
prescribed (“ <i>rhagnodedig</i> ”)	section 252
priority successor (in relation to an occupation contract) (“ <i>olynydd â blaenoriaeth (o ran contract meddiannaeth)</i> ”)	section 83
priority successor (of a contract-holder) (“ <i>olynydd â blaenoriaeth (i ddeiliad contract)</i> ”)	section 75

llys ("court")	adran 248
mater allweddol (o ran contract meddiannaeth) ("key matter (in relation to an occupation contract)")	adrannau 26 a 27
meddiannydd a ganiateir ("permitted occupier")	adran 244
olynydd â blaenoriaeth (i ddeiliad contract) ("priority successor (of a contract-holder)")	adran 75
olynydd â blaenoriaeth (o ran contract meddiannaeth) ("priority successor (in relation to an occupation contract)")	adran 83
olynydd wrth gefn (i ddeiliad contract) ("reserve successor (of a contract-holder)")	adrannau 76 a 77
olynydd wrth gefn (o ran contract meddiannaeth) ("reserve successor (in relation to an occupation contract)")	adran 83
prif landlord ("head landlord")	adran 59
rhagnodedig ("prescribed")	adran 252
rhannau cyffredin ("common parts")	adran 252
rhent ("rent")	adran 252
seiliau rheoli ystad ("estate management grounds")	adran 160 ac Atodlen 8
sicrwydd ("security")	adran 47
teler atodol ("supplementary term")	adran 23
teler sylfaenol ("fundamental term")	adran 19
telerau ychwanegol (contract meddiannaeth) ("additional terms (of an occupation contract)")	adran 28
tenantiaeth ("tenancy")	adran 249
tenantiaeth ddiogel ("secure tenancy")	adran 242
tenantiaeth fyrddaliol sicr ("assured shorthold tenancy")	adran 242
tenantiaeth fyrddaliol warchodedig ("protected shorthold tenancy")	adran 242

private landlord (“landlord preifat”)	section 10
private registered provider of social housing (“darparwr tai cymdeithasol preifat cofrestredig”)	section 9
probation period (“cyfnod prawf”)	paragraph 3 of Schedule 7
prohibited conduct (“ymddygiad gwaharddedig”)	section 55
prohibited conduct standard contract (“contract safonol ymddygiad gwaharddedig”)	section 116
protected shorthold tenancy (“tenantiaeth fyrddaliol warchodedig”)	section 242
protected tenancy (“tenantiaeth warchodedig”)	section 242
registered charity (“elusen gofrestredig”)	section 252
registered social landlord (“landlord cymdeithasol cofrestredig”)	section 9
rent (“rhent”)	section 252
rental period (“cyfnod rhentu”)	section 252
reserve successor (in relation to an occupation contract) (“olynydd wrth gefn (o ran contract meddiannaeth)”)	section 83
reserve successor (of a contract-holder) (“olynydd wrth gefn (i ddeiliad contract)”)	sections 76 and 77
restricted contract (“contract cyfyngedig”)	section 242
secure contract (“contract diogel”)	section 8
secure tenancy (“tenantiaeth ddiogel”)	section 242
security (“sicrwydd”)	section 47
service installation (“gosodiad gwasanaeth”)	section 92
standard contract (“contract safonol”)	section 8
statutory tenancy (“tenantiaeth statudol”)	section 242

tenantiaeth isradd (“ <i>demoted tenancy</i> ”)	adran 242
tenantiaeth ragarweiniol (“ <i>introductory tenancy</i> ”)	adran 242
tenantiaeth sicr (“ <i>assured tenancy</i> ”)	adran 242
tenantiaeth statudol (“ <i>statutory tenancy</i> ”)	adran 242
tenantiaeth warchoddedig (“ <i>protected tenancy</i> ”)	adran 242
ymddiriedolaeth dai (“ <i>housing trust</i> ”)	adran 252
ymddiriedolaeth gweithredu tai (“ <i>housing action trust</i> ”)	adran 243
ymddygiad gwaharddedig (“ <i>prohibited conduct</i> ”)	adran 55
ymddygiad gwrthgymdeithasol (“ <i>anti-social behaviour</i> ”)	adran 55

Cymhwysiad i’r Goron

254 Cymhwysiad i’r Goron

Mae’r Ddeddf hon yn gymwys i’r Goron.

Darpariaeth ganlyniadol a throsiannol etc.

255 Pŵer i wneud darpariaeth ganlyniadol a throsiannol etc.

- (1) Os yw Gweinidogion Cymru o’r farn ei bod yn angenrheidiol neu’n hwylus at ddiben rhoi effaith lawn i unrhyw ddarpariaeth yn y Ddeddf hon, neu o ganlyniad i unrhyw ddarpariaeth o’r fath, cânt wneud drwy reoliadau—
 - (a) unrhyw ddarpariaeth atodol, darpariaeth gysylltiedig neu ddarpariaeth ganlyniadol, a
 - (b) unrhyw ddarpariaeth ddarfodol, darpariaeth drosiannol neu ddarpariaeth arbed.
- (2) Caiff rheoliadau o dan is-adran (1) ddiwygio, diddymu, dirymu neu addasu unrhyw ddeddfiad (gan gynnwys darpariaeth yn y Ddeddf hon) a ddeddfwyd neu a wnaed ar neu cyn y diwrnod y mae’r Ddeddf hon yn cael y Cydsyniad Brenhinol.

Rheoliadau

256 Rheoliadau

- (1) Mae unrhyw bŵer i wneud rheoliadau o dan y Ddeddf hon—
 - (a) i’w arfer drwy offeryn statudol,
 - (b) yn bŵer y caniateir ei arfer er mwyn gwneud darpariaeth wahanol ar gyfer gwahanol achosion neu ddisgrifiadau o achos neu ar gyfer gwahanol ddibenion neu ardaloedd,

sub-holder (“ <i>isddeiliad</i> ”)	section 59
sub-occupation contract (“ <i>contract isfeddiannaeth</i> ”)	section 59
supplementary provision (other than in sections 255 and 256) (“ <i>darpariaeth atodol</i> ”)	section 23
supplementary term (“ <i>teler atodol</i> ”)	section 23
supported accommodation (“ <i>llety â chymorth</i> ”)	section 143
supported standard contract (“ <i>contract safonol â chymorth</i> ”)	section 143
tenancy (“ <i>tenantiaeth</i> ”)	section 249
urban development corporation (“ <i>corfforaeth datblygu trefol</i> ”)	section 243
variation (“ <i>amrywiad</i> ”)	section 247

Crown application

254 Crown application

This Act applies to the Crown.

Consequential and transitional provision etc.

255 Power to make consequential and transitional provision etc.

- (1) If the Welsh Ministers consider it necessary or expedient for the purpose of giving full effect to any provision of this Act, or in consequence of any such provision, they may by regulations make—
 - (a) any supplemental, incidental, or consequential provision, and
 - (b) any transitory, transitional or saving provision.
- (2) Regulations under subsection (1) may amend, repeal, revoke or modify any enactment (including a provision of this Act) enacted or made on or before the day on which this Act receives Royal Assent.

Regulations

256 Regulations

- (1) Any power to make regulations under this Act—
 - (a) is exercisable by statutory instrument,
 - (b) may be exercised so as to make different provision for different cases or descriptions of case or different purposes or areas,

- (c) yn bŵer y caniateir ei arfer er mwyn gwneud darpariaeth wahanol ar gyfer gwahanol fathau neu ddisgrifiadau o gontract meddiannaeth, oni bai bod y pŵer ond yn gymwys mewn perthynas â mathau neu ddisgrifiadau penodol o gontract meddiannaeth, a
 - (d) yn cynnwys pŵer i wneud darpariaeth gysylltiedig, darpariaeth atodol, darpariaeth ganlyniadol, darpariaeth ddarfodol, darpariaeth drosiannol neu ddarpariaeth arbed.
- (2) Caiff rheoliadau o dan y Ddeddf hon wneud diwygiadau canlyniadol i ddeddfiad, ac eithrio darpariaeth yn y Ddeddf hon, a gwneud addasiadau, diddymadau a dirymadau i unrhyw ddeddfiad heblaw am ddarpariaeth yn y Ddeddf hon.
- (3) Ni chaniateir gwneud rheoliadau y mae'r is-adran hon yn gymwys iddynt oni bai bod drafft o'r offeryn statudol sy'n cynnwys y rheoliadau (boed ar eu pen eu hunain neu ynghyd â rheoliadau nad yw'r is-adran hon yn gymwys iddynt) wedi ei osod gerbron Cynulliad Cenedlaethol Cymru a'i gymeradwyo drwy benderfyniad ganddo.
- (4) Mae is-adran (3) yn gymwys i reoliadau o dan—
- (a) adran 9 (pŵer i ddiwygio'r adran honno),
 - (b) adran 22 (pwerau o ran darpariaethau sylfaenol),
 - (c) adran 56 (pŵer i ddiwygio adran 55),
 - (d) adran 68 (pŵer i ddiwygio adrannau 66 a 67),
 - (e) adran 217 (pŵer i ddiwygio'r adran honno),
 - (f) adran 223 (pŵer i ddiwygio adrannau 220 a 222),
 - (g) adran 229 (pŵer i ddiwygio adrannau 225 i 228),
 - (h) paragraff 17 o Atodlen 2 (pŵer i ddiwygio'r Atodlen honno),
 - (i) paragraff 17 o Atodlen 3 (pŵer i ddiwygio'r Atodlen honno),
 - (j) paragraff 3 o Atodlen 4 (pŵer i newid y terfyniad amser ar gyfer rhoi hysbysiad o ymestyn y cyfnod rhagarweiniol),
 - (k) paragraff 5 o Atodlen 5 (pŵer i ddiwygio'r Atodlen honno),
 - (l) paragraff 4 o Atodlen 7 (pŵer i newid y terfyniad amser ar gyfer rhoi hysbysiad o estyniad o gyfnod prawf),
 - (m) paragraff 13 o Atodlen 9 (pŵer i ddiwygio'r Atodlen honno), ac
 - (n) paragraff 33 o Atodlen 12 (pŵer i ddiwygio'r Atodlen honno).
- (5) Mae is-adran (3) hefyd yn gymwys i unrhyw reoliadau eraill o dan y Ddeddf hon sy'n diwygio, yn addasu neu'n dirymu unrhyw ddarpariaeth mewn Deddf Seneddol neu Fesur neu Ddeddf gan Gynulliad Cenedlaethol Cymru.
- (6) Mae offeryn statudol sy'n cynnwys rheoliadau a wneir o dan ddarpariaeth yn y Ddeddf hon nad yw is-adran (3) yn gymwys iddynt, yn ddarostyngedig i gael ei ddiddymu yn unol â phenderfyniad gan Gynulliad Cenedlaethol Cymru.

- (c) may be exercised so as to make different provision for different kinds or descriptions of occupation contract, unless the power applies only in relation to particular kinds or descriptions of occupation contract, and
 - (d) includes power to make incidental, supplementary, consequential, transitory, transitional or saving provision.
- (2) Regulations under this Act may make consequential amendments to, and modifications, repeals and revocations of, an enactment other than a provision of this Act.
- (3) Regulations to which this subsection applies may not be made unless a draft of the statutory instrument containing the regulations (whether alone or with regulations to which this subsection does not apply) has been laid before, and approved by a resolution of, the National Assembly for Wales.
- (4) Subsection (3) applies to regulations under –
- (a) section 9 (power to amend that section),
 - (b) section 22 (powers in relation to fundamental provisions),
 - (c) section 56 (power to amend section 55),
 - (d) section 68 (power to amend sections 66 and 67),
 - (e) section 217 (power to amend that section),
 - (f) section 223 (power to amend sections 220 and 222),
 - (g) section 229 (power to amend sections 225 to 228),
 - (h) paragraph 17 of Schedule 2 (power to amend that Schedule),
 - (i) paragraph 17 of Schedule 3 (power to amend that Schedule),
 - (j) paragraph 3 of Schedule 4 (power to change time limit for giving notice of extension of introductory period),
 - (k) paragraph 5 of Schedule 5 (power to amend that Schedule),
 - (l) paragraph 4 of Schedule 7 (power to change time limit for giving notice of extension of probationary period),
 - (m) paragraph 13 of Schedule 9 (power to amend that Schedule), and
 - (n) paragraph 33 of Schedule 12 (power to amend that Schedule).
- (5) Subsection (3) also applies to any other regulations under this Act which amend, modify or repeal any provision of an Act of Parliament or a Measure or Act of the National Assembly for Wales.
- (6) A statutory instrument containing regulations made under a provision of this Act to which subsection (3) does not apply is subject to annulment in pursuance of a resolution of the National Assembly for Wales.

*Dod i rym ac enw byr***257 Dod i rym**

- (1) Daw'r Rhan hon i rym drannoeth y diwrnod y caiff y Ddeddf hon y Cydsyniad Brenhinol.
- (2) Daw gweddill darpariaethau'r Ddeddf hon i rym ar ddiwrnod a bennir gan Weinidogion Cymru mewn gorchymyn a wneir drwy offeryn statudol.
- (3) Caiff gorchymyn o dan yr adran hon –
 - (a) cynnwys darpariaeth ddarfodol, darpariaeth drosiannol neu ddarpariaeth arbed;
 - (b) gwneud darpariaeth wahanol ar gyfer gwahanol achosion neu ddisgrifiadau o achos neu ar gyfer gwahanol ddibenion neu ardaloedd;
 - (c) gwneud darpariaeth wahanol ar gyfer gwahanol fathau neu ddisgrifiadau o gontract meddiannaeth;
 - (d) pennu dyddiau gwahanol at ddibenion gwahanol.

258 Enw byr

Enw byr y Ddeddf hon yw Deddf Rhentu Cartrefi (Cymru) 2016.

Coming into force and short title

257 Coming into force

- (1) This Part comes into force on the day after the day on which this Act receives Royal Assent.
- (2) The remaining provisions of this Act come into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.
- (3) An order under this section may –
 - (a) include transitory, transitional or saving provision;
 - (b) make different provision for different cases or descriptions of case or different purposes or areas;
 - (c) make different provision for different kinds or descriptions of occupation contract;
 - (d) appoint different days for different purposes.

258 Short title

The short title of this Act is the Renting Homes (Wales) Act 2016.

ATODLEN 1
(a gyflwynir gan adran 4)

TROSOLWG O DDARPARIAETHAU SYLFAENOL A YMGORFFORIR FEL TELERAU
CONTRACTAU MEDDIANNAETH

RHAN 1

CONTRACTAU DIOGEL

TABL 3

DARPARIAETH SYLFAENOL	NATUR Y DDARPARIAETH	NODIADAU
Adran 31	Rhaid i landlord ("L") roi datganiad ysgrifenedig o gontract meddiannaeth i ddeiliad contract ("D-C")	
Adrannau 39 a 40	Rhaid i L roi enw a chyfeiriad L i D-C ynghyd â gwybodaeth arall	
Adran 41	Rhaid i hysbysiadau a dogfennau fod mewn ysgrifen	
Adrannau 43 a 45	Talu blaendaliadau etc. a'r gofyniad bod L yn defnyddio cynllun blaendal awdurdodedig	Rhaid ymgorffori adran 45 heb ei haddasu.
Adran 49	Caniateir i D-C, gyda chydsyniad L, ychwanegu cyd D-C	
Adran 52	Hawliau cyd D-C pan fo cyd D-C arall yn marw neu'n gadael y contract fel arall	Rhaid ei hymgorffori heb ei haddasu.
Adran 54	Rhaid i L beidio ag ymyrryd â hawl D-C i feddiannu'r annedd	
Adran 55	Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall	Rhaid ei hymgorffori heb ei haddasu.
Adran 57	Ni chaniateir i D-C ddelio â'r contract meddiannaeth ond mewn ffyrdd cyfyngedig	
Adran 88	Caniateir i D-C osod tâl digolledu y mae L yn atebol i'w dalu o dan adran 87 yn erbyn rhent D-C	
Adrannau 91 i 93 a 95 i 99	Rhwymedigaethau L i gadw'r annedd mewn cyflwr da etc.	

SCHEDULE 1
(introduced by section 4)

OVERVIEW OF FUNDAMENTAL PROVISIONS INCORPORATED AS TERMS OF
OCCUPATION CONTRACTS

PART 1
SECURE CONTRACTS

TABLE 3

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
Sections 91 to 93 and 95 to 99	L’s obligations to keep the dwelling in good state of repair etc.	

Adrannau 103 i 109	Pryd a sut y caniateir amrywio contract	Rhaid ymgorffori adrannau 103(1)(b) a (2) a 108 heb eu haddasu. Nid yw adran 104 ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt, ac nid yw adran 105 ond yn gymwys i gontractau y mae cydnabyddiaeth heblaw am rhent yn daladwy oddi tanynt.
Adran 111	Cyd D-C yn tynnu'n ôl	
Adran 113	Caniateir i D-C gael lletywyr	
Adran 114	Caniateir i D-C drosglwyddo contract i olynwyr posibl	
Adran 118	Hawl D-C i drosglwyddo i D-C diogel eraill	Ond yn gymwys pan fo L yn landlord cymunedol.
Adrannau 148 i 150	Darpariaeth gyffredinol yn ymwneud â therfynu contract	Rhaid ymgorffori adrannau 148 a 149 heb eu haddasu.
Adrannau 152 i 155	Terfynu heb hawliad meddiant	Rhaid ymgorffori adran 155 (marwolaeth D-C) heb ei haddasu.
Adrannau 157 i 159	Terfynu gan L ar sail tor contract	
Adrannau 160 a 161 a Rhan 1 o Atodlen 8	Terfynu gan L ar sail rheoli ystad	
Adrannau 163 i 167	Terfynu drwy hysbysiad a roddir gan D-C	
Adran 206	Effaith gorchymyn adennill meddiant	
Adran 231	Terfynu contract sydd â chyd D-C	

Sections 103 to 109	When and how contract may be varied	Sections 103(1)(b) and (2) and 108 must be incorporated without modification. Section 104 applies only to contracts under which rent is payable, and section 105 applies only to contracts under which consideration other than rent is payable.
Section 111	Withdrawal of joint C-H	
Section 113	C-H may have lodgers	
Section 114	C-H may transfer contract to potential successors	
Section 118	C-H's right to transfer to other secure C-Hs	Only applies where L is a community landlord.
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 163 to 167	Termination by notice given by C-H	
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

RHAN 2

CONTRACTAU SAFONOL CYFNODOL

TABL 4

DARPARIAETH SYLFAENOL	NATUR Y DDARPARIAETH	NODIADAU
Adran 31	Rhaid i landlord ("L") roi datganiad ysgrifenedig o gontract meddiannaeth i ddeiliad contract ("D-C")	
Adrannau 39 a 40	Rhaid i L roi enw a chyfeiriad L i D-C ynghyd â gwybodaeth arall	
Adran 41	Rhaid i hysbysiadau a dogfennau fod mewn ysgrifen	
Adrannau 43 a 45	Talu blaendaliadau etc. a'r gofyniad bod L yn defnyddio cynllun blaendal awdurdodedig	Rhaid ymgorffori adran 45 heb ei haddasu.
Adran 49	Caniateir i D-C, gyda chydsyniad L, ychwanegu cyd D-C	
Adran 52	Hawliau cyd D-C pan fydd cyd D-C arall yn marw neu'n gadael y contract fel arall	Rhaid ei hymgorffori heb ei haddasu.
Adran 54	Rhaid i L beidio ag ymyrryd â hawl D-C i feddiannu'r annedd	
Adran 55	Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall	Rhaid ei hymgorffori heb ei haddasu.
Adran 57	Ni chaniateir i D-C ddelio â'r contract meddiannaeth ond mewn ffyrdd cyfyngedig	
Adran 88	Caniateir i D-C osod tâl digolledu y mae L yn atebol i'w dalu o dan adran 87 yn erbyn rhent D-C	
Adrannau 91 i 93 a 95 i 99	Rhwymedigaethau L i gadw'r annedd mewn cyflwr da etc.	

PART 2
PERIODIC STANDARD CONTRACTS

TABLE 4

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
Sections 91 to 93 and 95 to 99	L’s obligations to keep dwelling in good state of repair etc.	

Adrannau 122 i 128	Pryd a sut y caniateir amrywio'r contract	Rhaid ymgorffori adrannau 122(1)(a) a (2) a 127 heb eu haddasu. Nid yw adran 123 ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt, ac nid yw adran 124 ond yn gymwys i gontractau y mae cydnabyddiaeth heblaw am rhent yn daladwy oddi tanynt. Nid yw adrannau 125(1) (b) a 126 wedi eu hymgorffori i gontractau nad ydynt yn ymgorffori adran 173 (hysbysiad L).
Adran 130	Cyd D-C yn tynnu'n ôl	
Adran 145	Hawl L i wahardd D-C dros dro o lety â chymorth	Ond yn gymwys i gontractau safonol â chymorth (gweler adran 143).
Adrannau 148 i 150	Darpariaeth gyffredinol yn ymwneud â therfynu contract	Rhaid ymgorffori adrannau 148 a 149 heb eu haddasu.
Adran 151	Darpariaeth bellach ynghylch hysbysiadau sy'n eu gwneud yn ofynnol i ddeiliad-contract ildio meddiant	Ond yn gymwys i gontractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig.
Adrannau 152 i 155	Terfynu heb hawliad meddiant	Rhaid ymgorffori adran 155 (marwolaeth D-C) heb ei haddasu.
Adrannau 157 i 159	Terfynu gan L ar sail tor contract	Rhaid ymgorffori adran 158 (cymell L i wneud contract drwy ddatganiad ffug) heb ei haddasu.
Adrannau 160 a 161 a Rhan 1 o Atodlen 8	Terfynu gan L ar sail rheoli ystad	

Sections 122 to 128	When and how contract may be varied	Sections 122(1)(a) and (2) and 127 must be incorporated without modification. Section 123 applies only to contracts under which rent is payable, and section 124 applies only to contracts under which consideration other than rent is payable. Sections 125(1)(b) and 126 are not incorporated into contracts that do not incorporate section 173 (L's notice).
Section 130	Withdrawal of joint C-H	
Section 145	L's right to temporarily exclude C-H from supported accommodation	Applies only to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Section 151	Further provision about notices requiring contract-holder to give up possession	Applies only to introductory standard contracts and prohibited conduct standard contracts.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	

Adrannau 168 i 172	Terfynu drwy hysbysiad a roddir gan D-C	
Adrannau 173 i 180	Terfynu drwy hysbysiad a roddir gan L	Os nad yw adran 173 yn cael ei hymgorffori, nid yw adrannau 125(1)(b), 126, 175 a 176 yn gymwys. Nid yw adran 175 ychwaith yn gymwys i gontract sydd o fewn Atodlen 9. Os yw contract yn ymgorffori adran 173 ac nad yw o fewn Atodlen 9, rhaid ymgorffori adran 175 heb ei haddasu. Os yw contract yn ymgorffori adran 173, rhaid ymgorffori adran 176 heb ei haddasu.
Adrannau 181 a 182	Terfynu gan L ar sail ôl-ddyledion rhent difrifol	Yn adran 182, nid yw is-adran (2) yn gymwys i gontractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig, ac nid yw is-adran (3) ond yn gymwys i gontractau o'r fath.
Adran 183	Hawliadau meddiant pan fo contract yn bodoli yn sgil diwedd contract safonol cyfnod penodol	Ond yn gymwys i gontract sydd yn bodoli yn sgil diwedd contract safonol cyfnod penodol (gweler adran 184(2)).
Adran 206	Effaith gorchymyn adennill meddiant	
Adran 231	Terfynu contract sydd â chyd D-C	

Sections 168 to 172	Termination by notice given by C-H	
Sections 173 to 180	Termination by notice given by L	If section 173 is not incorporated, sections 125(1)(b), 126, 175 and 176 do not apply. Section 175 also does not apply to a contract that is within Schedule 9. If a contract incorporates section 173 and is not within Schedule 9, section 175 must be incorporated without modification. If a contract incorporates section 173, section 176 must be incorporated without modification.
Sections 181 and 182	Termination by L on serious rent arrears ground	In section 182, subsection (2) is not applicable to introductory standard contracts and prohibited conduct standard contracts, and subsection (3) is applicable only to such contracts.
Section 183	Possession claims where contract has arisen at end of a fixed term standard contract	Only applies to a contract that has arisen at end of a fixed term standard contract (see section 184(2)).
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

Paragraff 7 o Atodlen 4	Amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol	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 6(2) o Atodlen 4.
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RHAN 3

CONTRACTAU SAFONOL CYFNOD PENODOL

TABL 5

DARPARIAETH SYLFAENOL	NATUR Y DDARPARIAETH	NODIADAU
Adran 31	Rhaid i landlord ("L") roi datganiad ysgrifenedig o gontract meddiannaeth i ddeiliad contract ("D-C")	
Adrannau 39 a 40	Rhaid i L roi enw a chyfeiriad L i D-C ynghyd â gwybodaeth arall	
Adran 41	Rhaid i hysbysiadau a dogfennau fod mewn ysgrifen	
Adrannau 43 a 45	Talu blaendaliadau etc. a'r gofyniad bod L yn defnyddio cynllun blaendal awdurdodedig	Rhaid ymgorffori adran 45 heb ei haddasu.
Adran 49	Caniateir i D-C, gyda chydsyniad L, ychwanegu cyd D-C	
Adran 52	Hawliau cyd D-C pan fydd cyd D-C arall yn marw neu'n gadael y contract fel arall	Rhaid ei hymgorffori heb ei haddasu.
Adran 54	Rhaid i L beidio ag ymyrryd â hawl D-C i feddiannu'r annedd	
Adran 55	Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall	Rhaid ei hymgorffori heb ei haddasu.
Adran 57	Ni chaniateir i D-C ddelio â'r contract meddiannaeth ond mewn ffyrdd cyfyngedig	
Adran 88	Caniateir i D-C osod tâl digolledu y mae L yn atebol i'w dalu o dan adran 87 yn erbyn rhent D-C	

Paragraph 7 of Schedule 4	Variation of secure contract addressed in written statement of introductory standard contract	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 6(2) of Schedule 4.
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PART 3

FIXED TERM STANDARD CONTRACTS

TABLE 5

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	

Adrannau 91 i 93 a 95 i 99	Rhwymedigaethau L i gadw annedd mewn cyflwr da etc.	Nid yw'n gymwys i gontractau safonol cyfnod penodol a wneir am gyfnod o saith mlynedd neu ragor.
Adrannau 134 i 136	Pryd a sut y caniateir amrywio contract	Rhaid ymgorffori adrannau 134(1)(b) a (2) a 135 heb eu haddasu. Nid yw adran 135(2)(k) ond yn gymwys os oes gan gontract gymal terfynu deiliad y contract (gweler adran 189).
Adran 145	Hawl L i wahardd D-C dros dro o lety â chymorth	Ond yn gymwys i gontractau safonol â chymorth (gweler adran 143).
Adrannau 148 i 150	Darpariaeth gyffredinol yn ymwneud â therfynu contract	Rhaid ymgorffori adrannau 148 a 149 heb eu haddasu.
Adrannau 152 i 155	Terfynu heb hawliad meddiant	Rhaid ymgorffori adran 155 (marwolaeth D-C) heb ei haddasu (ond nid i gontractau safonol cyfnod penodol sy'n cynnwys y ddarpariaeth a grybwyllir yn adran 139(1)).
Adrannau 157 i 159	Terfynu gan L ar sail tor contract	Rhaid ymgorffori adran 158 (cymell L i wneud contract drwy ddatganiad ffug) heb ei haddasu.
Adrannau 160 a 161 a Rhan 1 o Atodlen 8	Terfynu gan L ar sail rheoli ystad	

Sections 91 to 93 and 95 to 99	L's obligations to keep dwelling in good state of repair etc.	Not applicable to fixed term standard contracts made for a term of seven years or more.
Sections 134 to 136	When and how contract may be varied	Sections 134(1)(b) and (2) and 135 must be incorporated without modification. Section 135(2)(k) applies only if contract has a contract-holder's break clause (see section 189).
Section 145	L's right to temporarily exclude C-H from supported accommodation	Only applies to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification (but not into fixed term standard contracts that contain the provision mentioned in section 139(1)).
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	

Adran 186	Terfynu drwy hysbysiad a roddir gan L mewn cysylltiad â diwedd cyfnod y contract	Nid yw is-adrannau (2) a (4) o adran 186 yn gymwys i gontract nad yw'n ymgorffori is-adran (1), neu i gontract sydd o fewn Atodlen 9. Os yw contract yn ymgorffori is-adran (1) ac nad yw o fewn Atodlen 9, rhaid ymgorffori is-adrannau (2) a (4) heb eu haddasu.
Adrannau 187 a 188	Terfynu gan L ar sail ôl-ddyledion rhent difrifol	
Adrannau 190 i 193	Terfynu drwy hysbysiad a roddir gan D-C o dan gymal terfynu deiliad y contract	Nid yw ond yn gymwys os yw'r contract yn cynnwys cymal terfynu deiliad y contract.
Adrannau 195 i 201	Terfynu drwy hysbysiad a roddir gan L o dan gymal terfynu'r landlord	Nid yw ond yn gymwys os yw'r contract yn cynnwys cymal terfynu'r landlord. Nid yw adran 196 ychwaith yn gymwys i gontract sydd o fewn Atodlen 9. Os oes gan gontract gymal terfynu'r landlord ac nad yw o fewn Atodlen 9, rhaid ymgorffori adran 196 heb ei haddasu. Os yw'r contract yn cynnwys cymal terfynu'r landlord, rhaid ymgorffori adran 196 (torri'r rheolau blaendal) heb ei haddasu.
Adran 206	Effaith gorchymyn adennill meddiant	
Adran 231	Terfynu contract sydd â chyd D-C	

Section 186	Termination by notice given by L in connection with the end of the term of the contract	Subsections (2) and (4) of section 186 do not apply to a contract which does not incorporate subsection (1), or a contract that is within Schedule 9. If a contract incorporates subsection (1) and is not within Schedule 9, subsections (2) and (4) must be incorporated without modification.
Sections 187 and 188	Termination by L on serious rent arrears ground	
Sections 190 to 193	Termination by notice given by C-H under contract-holder's break clause	Only apply if contract has a contract-holder's break clause.
Sections 195 to 201	Termination by notice given by L under landlord's break clause	Only apply if contract has a landlord's break clause. Section 196 also does not apply to a contract within Schedule 9. If a contract has a landlord's break clause and is not within Schedule 9, section 196 must be incorporated without modification. If contract has a landlord's break clause, section 196 (breach of deposit rules) must be incorporated without modification.
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

ATODLEN 2
(a gyflwynir gan adran 7)

EITHRIADAU I ADRAN 7

RHAN 1

TENANTIAETHAU A THRWDDEDAU NAD YDYNT O FEWN ADRAN 7 SY'N GONTRACTAU
MEDDIANNAETH OS RHODDIR HYSBYSIAD

Y rheol

- 1 (1) Caniateir i denantiaeth neu drwydded nad yw o fewn adran 7 fod yn gontract meddiannaeth—
- (a) os yw'n rhoi'r hawl i unigolyn (“y buddiolwr”), heblaw'r person y'i gwneir ag ef, feddiannu'r annedd fel cartref, a
- (b) os bodlonir yr amod hysbysu.
- (2) Caniateir i denantiaeth neu drwydded nad yw o fewn adran 7 am nad oes unrhyw rent na chydabyddiaeth arall yn daladwy oddi tani (ac nad yw is-baragraff (1) yn gymwys iddi) fod yn gontract meddiannaeth os bodlonir yr amod hysbysu.
- (3) Mae'r amod hysbysu wedi ei fodloni os yw'r landlord, cyn gwneud y denantiaeth neu'r drwydded neu ar adeg ei gwneud, yn rhoi hysbysiad i'r person y'i gwneir ag ef yn datgan y bydd yn gontract meddiannaeth.

Contractau er budd rhywun arall: darpariaeth bellach

- 2 (1) Mae'r paragraff hwn yn gymwys pan roddir hysbysiad o dan baragraff 1(3) mewn perthynas â thenantiaeth neu drwydded o fewn paragraff 1(1)(a).
- (2) Caniateir i'r hysbysiad bennu darpariaethau o'r Ddeddf hon a rheoliadau a wneir oddi tani sydd i gael effaith mewn perthynas â'r contract meddiannaeth fel pe bai cyfeiriadau at ddeiliad y contract yn gyfeiriadau at y buddiolwr.
- (3) Os yw'n gwneud hynny, mae'r darpariaethau a bennir yn yr hysbysiad yn cael effaith yn unol â hynny.
- (4) Mae adran 20(1)(b) a (2)(b) yn gymwys i ddarpariaethau sylfaenol a bennir yn yr hysbysiad fel pe bai cyfeiriadau at ddeiliad y contract yn gyfeiriadau at y buddiolwr.

RHAN 2

TENANTIAETHAU A THRWDDEDAU O FEWN ADRAN 7 NAD YDYNT YN GONTRACTAU
MEDDIANNAETH ONI RODDIR HYSBYSIAD

Y rheol

- 3 (1) Nid yw tenantiaeth neu drwydded sydd o fewn adran 7, ond y mae is-baragraff (2) yn gymwys iddi, yn gontract meddiannaeth oni bai y bodlonir yr amod hysbysu.
- (2) Mae'r is-baragraff hwn yn gymwys i denantiaeth neu drwydded—
- (a) sy'n rhoi'r hawl i feddiannu annedd at ddibenion gwyliau,

SCHEDULE 2
(introduced by section 7)

EXCEPTIONS TO SECTION 7

PART 1

TENANCIES AND LICENCES NOT WITHIN SECTION 7 THAT ARE OCCUPATION CONTRACTS IF
NOTICE IS GIVEN

The rule

- 1 (1) A tenancy or licence which is not within section 7 may be an occupation contract if—
- (a) it confers the right to occupy the dwelling as a home on an individual (“the beneficiary”) other than the person with whom it is made, and
 - (b) the notice condition is met.
- (2) A tenancy or licence which is not within section 7 because no rent or other consideration is payable under it (and to which sub-paragraph (1) does not apply) may be an occupation contract if the notice condition is met.
- (3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.

Contracts for another’s benefit: further provision

- 2 (1) This paragraph applies where a notice under paragraph 1(3) is given in relation to a tenancy or licence within paragraph 1(1)(a).
- (2) The notice may specify provisions of this Act and regulations made under it which are to have effect in relation to the occupation contract as if references to the contract-holder were references to the beneficiary.
- (3) If it does so, the provisions specified in the notice have effect accordingly.
- (4) Section 20(1)(b) and (2)(b) applies to fundamental provisions specified in the notice as if references to the contract-holder were references to the beneficiary.

PART 2

TENANCIES AND LICENCES WITHIN SECTION 7 THAT ARE NOT OCCUPATION CONTRACTS
UNLESS NOTICE IS GIVEN

The rule

- 3 (1) A tenancy or licence within section 7, but to which sub-paragraph (2) applies, is not an occupation contract unless the notice condition is met.
- (2) This sub-paragraph applies to a tenancy or licence—
- (a) which confers the right to occupy a dwelling for the purposes of a holiday,

- (b) sy'n ymwneud â darparu llety mewn sefydliad gofal (gweler paragraff 4),
 - (c) sy'n drefniant hwylus dros dro (gweler paragraff 5), neu
 - (d) y mae'r eithriad llety a rennir yn gymwys iddi (gweler paragraff 6).
- (3) Mae'r amod hysbysu wedi ei fodloni os yw'r landlord, cyn neu ar adeg gwneud y denantiaeth neu'r drwydded, yn rhoi hysbysiad i'r person y'i gwneir ag ef yn datgan y bydd yn contract meddiannaeth.

Ystyr "sefydliad gofal"

4 Ystyr "sefydliad gofal" yw –

- (a) ysbyty gwasanaeth iechyd, yn yr ystyr sydd i "health service hospital" yn Neddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006 (p. 49) (gweler adran 206(1) o'r Ddeddf honno),
- (b) ysbyty annibynnol, cartref gofal neu ganolfan breswyl i deuluoedd, yn yr ystyr sydd i "independent hospital", "care home" a "residential family centre" yn Neddf Safonau Gofal 2000 (p. 14) (gweler adrannau 2 i 4 o'r Ddeddf honno), neu
- (c) cartref plant y mae person wedi ei gofrestru o dan Ran 2 o'r Ddeddf honno mewn perthynas ag ef.

Ystyr "trefniant hwylus dros dro"

- 5 (1) Mae tenantiaeth neu drwydded yn drefniant hwylus dros dro os caiff ei gwneud fel trefniant hwylus dros dro gyda pherson a aeth i'r annedd y mae'n berthnasol iddi (neu unrhyw annedd arall) fel tresmaswr.
- (2) At ddibenion y paragraff hwn mae'n amherthnasol a wnaed, cyn dechrau'r denantiaeth neu'r drwydded, denantiaeth neu drwydded arall i feddiannu'r annedd (neu unrhyw annedd arall) â'r person ai peidio.
- (3) Nid yw tenantiaeth neu drwydded sy'n dod i fodolaeth yn sgil adran 238 yn drefniant hwylus dros dro.

Ystyr "llety a rennir"

6 (1) Mae'r eithriad llety a rennir yn gymwys –

- (a) os yw telerau'r denantiaeth neu'r drwydded yn darparu i'r tenant neu'r trwyddedai rannu unrhyw lety gyda'r landlord, a
 - (b) os yw'r landlord, 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.
- (2) Ond nid yw'r eithriad yn gymwys o dan is-baragraff (1) ond tra bo'r person sy'n landlord o bryd i'w gilydd mewn perthynas â'r denantiaeth neu'r drwydded yn parhau i feddiannu annedd o'r fath fel unig gartref neu fel prif gartref y person hwnnw.
- (3) Mae'r eithriad llety a rennir hefyd yn gymwys –
- (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"),

- (b) which relates to the provision of accommodation in a care institution (see paragraph 4),
 - (c) which is a temporary expedient (see paragraph 5), or
 - (d) to which the shared accommodation exception applies (see paragraph 6).
- (3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.

Meaning of “care institution”

4 “Care institution” means –

- (a) a health service hospital within the meaning of the National Health Service (Wales) Act 2006 (c. 49) (see section 206(1) of that Act),
- (b) an independent hospital, a care home or a residential family centre within the meaning of the Care Standards Act 2000 (c. 14) (see sections 2 to 4 of that Act), or
- (c) a children’s home in respect of which a person is registered under Part 2 of that Act.

Meaning of “temporary expedient”

- 5 (1) A tenancy or licence is a temporary expedient if it is made as a temporary expedient with a person who entered the dwelling to which it relates (or any other dwelling) as a trespasser.
- (2) It is irrelevant whether or not, before the beginning of the tenancy or licence, another tenancy or licence to occupy the dwelling (or any other dwelling) had been made with the person.
- (3) A tenancy or licence which arises under section 238 is not a temporary expedient.

Meaning of “shared accommodation”

6 (1) The shared accommodation exception applies if –

- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with the landlord, and
- (b) immediately before the tenancy or licence is made the landlord occupies as the landlord’s only or principal home a dwelling which includes all or part of the shared accommodation.

(2) But the exception applies under sub-paragraph (1) only while the person who is from time to time the landlord in relation to the tenancy or licence continues to occupy such a dwelling as that person’s only or principal home.

(3) The shared accommodation exception also applies if –

- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with another person (“the beneficiary”),

- (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,
- (c) os yw'r annedd honno'n ddarostyngedig i ymddiriedolaeth, a
- (d) os oes gan y buddiolwr o dan yr ymddiriedolaeth—
 - (i) hawl i fuddiant yn yr annedd, a
 - (ii) o ganlyniad i'r hawl honno, hawl i feddiannu'r annedd.
- (4) Ond nid yw'r eithriad yn gymwys o dan is-baragraff (3) ond tra bo'r buddiolwr yn parhau i feddiannu annedd o'r fath fel ei unig gartref neu ei brif gartref.
- (5) Mae tenant neu drwyddedai yn rhannu llety gyda'r landlord neu'r buddiolwr os yw'r tenant neu'r trwyddedai â defnydd ohoni yn gyffredin â'r landlord neu'r buddiolwr (boed yn gyffredin ag eraill ai peidio).
- (6) Nid yw "llety" yn cynnwys ardal a ddefnyddir fel storfa, na grisiau, tramwyfa, coridor na dull arall o fynd iddo.
- (7) Os yw dau neu ragor o bersonau yn landlord mewn perthynas â thenantiaeth neu drwydded, mae cyfeiriadau at y landlord yn gyfeiriadau at unrhyw un ohonynt.

RHAN 3

TENANTIAETHAU A THRWYDDEDAU NAD YDYNT BYTH YN GONTRACTAU MEDDIANNAETH

Y rheol

- 7 (1) Nid yw tenantiaeth neu drwydded yn contract meddiannaeth ar unrhyw adeg pan fo'r paragraff hwn yn berthnasol iddi.
- (2) Mae'r paragraff hwn yn gymwys i denantiaeth neu drwydded os yw pob un o'r personau y'i gwneir â hwy wedi eu heithrio rhag bod yn ddeiliaid contract gan adran 7(6) (unigolion nad ydynt wedi cyrraedd 18 oed).
- (3) Mae'r paragraff hwn hefyd yn gymwys i—
- (a) tenantiaeth y mae Rhan 2 o Ddeddf Landlord a Tenant 1954 (p. 56) (tenantiaethau busnes) yn gymwys iddi;
 - (b) meddiannaeth warchoddedig neu denantiaeth statudol o fewn ystyr Deddf Rhenti (Amaethyddiaeth) 1976 (p. 80);
 - (c) tenantiaeth warchoddedig neu denantiaeth statudol o fewn ystyr Deddf Rhenti 1977 (p. 42);
 - (d) tenantiaeth ddiogel sy'n denantiaeth cymdeithas dai, o fewn ystyr adran 86 o Ddeddf Rhenti 1977;
 - (e) tenantiaeth o ddaliad amaethyddol o fewn ystyr Deddf Daliadau Amaethyddol 1986 (p. 5);
 - (f) tenantiaeth busnes fferm o fewn ystyr Deddf Tenantiaethau Amaethyddol 1995 (p. 8);
 - (g) tenantiaeth hir (gweler paragraff 8);

- (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,
- (c) that dwelling is subject to a trust, and
- (d) under the trust the beneficiary –
 - (i) is entitled to an interest in the dwelling, and
 - (ii) by reason of that interest, is entitled to occupy the dwelling.
- (4) But the exception applies under sub-paragraph (3) only while the beneficiary continues to occupy such a dwelling as the beneficiary's only or principal home.
- (5) A tenant or licensee shares accommodation with the landlord or beneficiary if the tenant or licensee has the use of it in common with the landlord or beneficiary (whether or not in common with others).
- (6) "Accommodation" does not include an area used for storage, or a staircase, passage, corridor or other means of access.
- (7) If two or more persons are the landlord in relation to a tenancy or licence, references to the landlord are references to any one of them.

PART 3

TENANCIES AND LICENCES THAT ARE NEVER OCCUPATION CONTRACTS

The rule

- 7 (1) A tenancy or licence is not an occupation contract at any time when this paragraph applies to it.
- (2) This paragraph applies to a tenancy or licence if all the persons with whom it is made are excluded from being contract-holders by section 7(6) (individuals who have not reached the age of 18).
- (3) This paragraph also applies to –
- (a) a tenancy to which Part 2 of the Landlord and Tenant Act 1954 (c. 56) (business tenancies) applies;
 - (b) a protected occupancy or a statutory tenancy within the meaning of the Rent (Agriculture) Act 1976 (c. 80);
 - (c) a protected tenancy or a statutory tenancy within the meaning of the Rent Act 1977 (c. 42);
 - (d) a secure tenancy that is a housing association tenancy, within the meaning of section 86 of the Rent Act 1977;
 - (e) a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1986 (c. 5);
 - (f) a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995 (c. 8);
 - (g) a long tenancy (see paragraph 8);

- (h) tenantiaeth neu drwydded sy'n ymwneud â llety'r lluoedd arfog (gweler paragraff 9);
- (i) tenantiaeth neu drwydded sy'n ymwneud â llety mynediad uniongyrchol (gweler paragraff 10).

Ystyr "tenantiaeth hir"

8 (1) Ystyr "tenantiaeth hir" yw –

- (a) tenantiaeth am gyfnod penodol o fwy na 21 mlynedd (pa un a ellir ei derfynu neu y caniateir ei derfynu cyn diwedd y cyfnod hwnnw drwy hysbysiad a roddir gan y tenant neu drwy ailfynediad neu fforffediad ai peidio),
 - (b) tenantiaeth am gyfnod sydd wedi ei bennu gan y gyfraith oherwydd cyfamod neu rwymedigaeth i'w hadnewyddu'n barhaus, ac eithrio tenantiaeth drwy is-les o dan un nad yw'n denantiaeth hir, neu
 - (c) tenantiaeth a wneir yn unol â Rhan 5 o Ddeddf Tai 1985 (p. 68) (yr hawl i brynu), gan gynnwys tenantiaeth a wneir yn unol â'r Rhan honno fel y mae'n cael effaith oherwydd adran 17 o Ddeddf Tai 1996 (p. 52) (yr hawl i gaffael).
- (2) Ond nid yw tenantiaeth y gellir ei therfynu drwy hysbysiad ar ôl marwolaeth yn denantiaeth hir oni bai ei bod yn denantiaeth cydberchnogaeth.
- (3) Tenantiaeth cydberchnogaeth yw tenantiaeth –
- (a) a wnaed â chymdeithas dai a oedd yn landlord cymdeithasol cofrestredig neu'n ddarparwr tai cymdeithasol preifat cofrestredig,
 - (b) a wnaed am bremiwm a gyfrifwyd drwy gyfeirio at ganran o werth yr annedd neu gost ei darparu, ac
 - (c) a oedd, pan gafodd ei gwneud, yn cydymffurfio â gofynion y rheoliadau cydberchnogaeth a oedd mewn grym ar y pryd.
- (4) Mae tenantiaeth a wnaed cyn bod unrhyw reoliadau cydberchnogaeth mewn grym i'w thrin fel pe bai o fewn is-baragraff (3)(c) os oedd, pan wnaed y denantiaeth, yn cydymffurfio â gofynion y rheoliadau cyntaf o'r fath i ddod i rym ar ôl iddi gael ei gwneud.
- (5) Ystyr "rheoliadau cydberchnogaeth" yw rheoliadau o dan –
- (a) adran 140(4)(b) o Ddeddf Tai 1980 (p. 51), neu
 - (b) paragraff 5 o Atodlen 4A i Ddeddf Diwygio Cyfraith Lesddaliad 1967 (p. 88) a wnaed at ddibenion paragraff 4(2)(b) o'r Atodlen honno.

Ystyr "llety'r lluoedd arfog"

9 Llety'r lluoedd arfog yw llety a ddarperir i –

- (a) aelod o unrhyw un o luoedd Ei Mawrhydi,
- (b) aelod o deulu aelod o unrhyw un o luoedd Ei Mawrhydi, neu
- (c) sifiliad sy'n ddarostyngedig i ddisgyblaeth y lluoedd arfog (o fewn ystyr adran 370 o Ddeddf y Lluoedd Arfog 2006 (p. 52)),

at ddibenion unrhyw un neu ragor o luoedd Ei Mawrhydi.

- (h) a tenancy or licence which relates to armed forces accommodation (see paragraph 9);
- (i) a tenancy or licence which relates to direct access accommodation (see paragraph 10).

Meaning of “long tenancy”

8 (1) “Long tenancy” means—

- (a) a tenancy for a fixed term of more than 21 years (whether or not it is or may become terminable before the end of that term by notice given by the tenant or by re-entry or forfeiture),
 - (b) a tenancy for a term fixed by law because of a covenant or obligation for perpetual renewal, other than a tenancy by sub-demise from one which is not a long tenancy, or
 - (c) a tenancy made in pursuance of Part 5 of the Housing Act 1985 (c. 68) (the right to buy), including a tenancy made in pursuance of that Part as it has effect because of section 17 of the Housing Act 1996 (c. 52) (the right to acquire).
- (2) But a tenancy terminable by notice after a death is not a long tenancy unless it is a shared ownership tenancy.
- (3) A shared ownership tenancy is a tenancy which—
- (a) was made with a housing association which was a registered social landlord or a private registered provider of social housing,
 - (b) was made for a premium calculated by reference to a percentage of the value of the dwelling or of the cost of providing it, and
 - (c) when made complied with the requirements of the shared ownership regulations then in force.
- (4) A tenancy made before any shared ownership regulations were in force is to be treated as within sub-paragraph (3)(c) if, when the tenancy was made, it complied with the requirements of the first such regulations to come into force after it was made.
- (5) “Shared ownership regulations” means regulations under—
- (a) section 140(4)(b) of the Housing Act 1980 (c. 51), or
 - (b) paragraph 5 of Schedule 4A to the Leasehold Reform Act 1967 (c. 88) made for the purposes of paragraph 4(2)(b) of that Schedule.

Meaning of “armed forces accommodation”

9 Armed forces accommodation is accommodation which is provided to—

- (a) a member of any of Her Majesty’s forces,
- (b) a member of the family of a member of any of Her Majesty’s forces, or
- (c) a civilian subject to service discipline (within the meaning of section 370 of the Armed Forces Act 2006 (c. 52)),

for the purposes of any of Her Majesty’s forces.

Ystyr "llety mynediad uniongyrchol"

- 10 (1) Llety mynediad uniongyrchol yw llety –
- (a) a ddarperir gan landlord cymunedol neu elusen gofrestredig,
 - (b) a ddarperir (cyn belled a'i fod ar gael) mewn ymateb i'r galw i unrhyw berson yr ymddengys ei fod yn bodloni meini prawf a bennir gan y landlord cymunedol neu'r elusen, ac
 - (c) na ddarperir ond am gyfnodau o 24 awr (neu lai) ar y tro.
- (2) Caiff llety fod yn llety mynediad uniongyrchol hyd yn oed os caiff ei ddarparu i'r un person am sawl cyfnod yn olynol.

RHAN 4

TENANTIAETHAU A THRWYDDEDAU Y MAE RHEOLAU ARBENNIG YN GYMWYS IDDYNT:
DIGARTREFEDD

- 11 Nid yw tenantiaeth neu drwydded o fewn adran 7, ond a wneir gydag unigolyn gan awdurdod tai lleol oherwydd swyddogaethau'r awdurdod o dan Ran 2 o Ddeddf Tai (Cymru) 2014 (dccc 7) (digartrefedd), yn gontract meddiannaeth oni bai bod yr awdurdod yn fodlon bod ganddo ddyletswydd tuag at yr unigolyn o dan adran 75(1) o'r Ddeddf honno (dyletswydd i sicrhau bod llety addas ar gael).
- 12 (1) Mae'r paragraff hwn yn gymwys pan fo awdurdod tai lleol, yn unol ag unrhyw un neu ragor o'i swyddogaethau darparu tai i'r digartref, yn gwneud trefniadau â landlord perthnasol ar gyfer darparu llety.
- (2) Nid yw tenantiaeth neu drwydded sydd o fewn adran 7, ond a wneir â landlord perthnasol yn unol â'r trefniadau, yn gontract meddiannaeth hyd nes yn union ar ôl diwedd y cyfnod hysbysu.
- (3) Nid yw is-paragraff (2) yn gymwys os yw'r landlord, cyn diwedd y cyfnod hysbysu, yn rhoi hysbysiad i'r person y gwneir y denantiaeth neu'r drwydded ag ef ei bod yn gontract meddiannaeth.
- (4) Y cyfnod hysbysu yw'r cyfnod o 12 mis sy'n dechrau ag –
- (a) y diwrnod y cafodd y person hwnnw ei hysbysu –
 - (i) o ganlyniad asesiad yr awdurdod o dan adran 62 o Ddeddf Tai (Cymru) 2014 (dccc 7) neu o benderfyniad yr awdurdod o dan adran 80(5) o'r Ddeddf honno, neu (yn ôl y digwydd)
 - (ii) o benderfyniad yr awdurdod o dan adran 184(3) neu 198(5) o Ddeddf Tai 1996 (p. 52), neu
 - (b) os oes –
 - (i) adolygiad o'r penderfyniad hwnnw o dan adran 85 o Ddeddf Tai (Cymru) 2014 neu apêl i'r llys sirol o dan adran 88 o'r Ddeddf honno, neu (yn ôl y digwydd)
 - (ii) adolygiad o'r penderfyniad hwnnw o dan adran 202 o Ddeddf Tai 1996 neu apêl i'r llys o dan adran 204 o'r Ddeddf honno,
- y diwrnod yr hysbysir y person hwnnw o ganlyniad yr asesiad neu o benderfyniad yr adolygiad, neu'r diwrnod y penderfynir yn derfynol ar yr apêl.

Meaning of "direct access accommodation"

- 10 (1) Direct access accommodation is accommodation which –
- (a) is provided by a community landlord or a registered charity,
 - (b) (subject to availability) is provided on demand to any person who appears to satisfy criteria determined by the community landlord or charity, and
 - (c) is provided only for periods of 24 hours (or less) at a time.
- (2) Accommodation may be direct access accommodation even if it is provided to the same person for several periods in succession.

PART 4

TENANCIES AND LICENCES TO WHICH SPECIAL RULES APPLY: HOMELESSNESS

- 11 A tenancy or licence within section 7, but made with an individual by a local housing authority because of the authority's functions under Part 2 of the Housing (Wales) Act 2014 (anaw 7) (homelessness), is not an occupation contract unless the authority is satisfied that it owes a duty to the individual under section 75(1) of that Act (duty to secure availability of suitable accommodation).
- 12 (1) This paragraph applies where a local housing authority, in pursuance of any of its homelessness housing functions, makes arrangements with a relevant landlord for the provision of accommodation.
- (2) A tenancy or licence within section 7 but made with a relevant landlord in pursuance of the arrangements is not an occupation contract until immediately after the end of the notification period.
- (3) Sub-paragraph (2) does not apply if, before the end of the notification period, the landlord gives the person with whom the tenancy or licence is made notice that it is an occupation contract.
- (4) The notification period is the period of 12 months starting with –
- (a) the day on which that person was notified of –
 - (i) the outcome of the authority's assessment under section 62 of the Housing (Wales) Act 2014 (anaw 7) or the authority's decision under section 80(5) of that Act, or (as the case may be)
 - (ii) the authority's decision under section 184(3) or 198(5) of the Housing Act 1996 (c. 52), or
 - (b) if there is –
 - (i) a review of that decision under section 85 of the Housing (Wales) Act 2014 or an appeal to the county court under section 88 of that Act, or (as the case may be)
 - (ii) a review of that decision under section 202 of the Housing Act 1996 or an appeal to the court under section 204 of that Act,
- the day on which that person is notified of the outcome of the assessment or the decision on review, or the day on which the appeal is finally determined.

(5) Yn y paragraff hwn—

ystyr “awdurdod tai lleol” (*“local housing authority”*) yw—

- (a) mewn perthynas â Chymru, cyngor sir ar gyfer ardal yng Nghymru neu gyngor bwrdeistref sirol, a
- (b) mewn perthynas â Lloegr, cyngor dosbarth, cyngor bwrdeistref yn Llundain, Cyngor Cyffredin Dinas Llundain neu Gyngor Ynysydd Sili;

ystyr “landlord perthnasol” (*“relevant landlord”*) yw—

- (a) landlord cymunedol sy’n landlord cymdeithasol cofrestredig neu’n ddarparwr tai cymdeithasol preifat cofrestredig, neu
- (b) landlord preifat;

ystyr “swyddogaethau darparu tai i’r digartref” (*“homelessness housing functions”*) yw—

- (a) mewn perthynas ag awdurdod tai lleol ar gyfer ardal yng Nghymru, ei swyddogaethau o dan adrannau 68, 73, 75, 82 ac 88(5) o Ddeddf Tai (Cymru) 2014, a
- (b) mewn perthynas ag awdurdod tai lleol ar gyfer ardal yn Lloegr, ei swyddogaethau o dan adrannau 188, 190, 200 a 204(4) o Ddeddf Tai 1996.

RHAN 5

TENANTIAETHAU A THRWYDDEDAU Y MAE RHEOLAU ARBENNIG YN GYMWYS IDDYNT: LLETY Â CHYMORTH

- 13 (1) Nid yw tenantiaeth neu drwydded sydd o fewn adran 7, ond sy’n ymwneud â llety â chymorth (gweler adran 143), yn gontract meddiannaeth os yw’r landlord yn bwriadu nad yw’r llety a ddarperir o dan y denantiaeth neu’r drwydded i fod yn ddarostyngedig i gontract meddiannaeth.
- (2) Ond os yw’r denantiaeth neu’r drwydded yn parhau ar ôl diwedd y cyfnod perthnasol, mae’n dod yn gontract meddiannaeth yn union ar ôl diwedd y cyfnod hwnnw.
- (3) Y cyfnod perthnasol (yn ddarostyngedig i baragraff 14) yw—
- (a) y cyfnod o chwe mis sy’n dechrau â dyddiad dechrau’r denantiaeth neu’r drwydded, neu
 - (b) os yw’r cyfnod perthnasol wedi ei ymestyn o dan baragraff 15, y cyfnod sy’n dechrau â dyddiad dechrau’r denantiaeth neu’r drwydded ac sy’n dod i ben â’r dyddiad a bennir yn yr hysbysiad o estyniad.
- (4) Dyddiad meddiannu tenantiaeth neu drwydded sy’n dod yn gontract meddiannaeth o dan is-baragraff (2) yw’r diwrnod yn union ar ôl diwrnod olaf y cyfnod perthnasol.
- (5) At ddibenion y Rhan hon, dyddiad dechrau tenantiaeth neu drwydded yw’r diwrnod y mae gan y tenant neu’r trwyddedai hawl o dan y denantiaeth neu’r drwydded i feddiannu’r annedd sy’n ddarostyngedig i’r denantiaeth neu’r drwydded am y tro cyntaf.

(5) In this paragraph—

“homelessness housing functions” (*“swyddogaethau darparu tai i’r digartref”*) means—

- (a) in relation to a local housing authority for an area in Wales, its functions under sections 68, 73, 75, 82 and 88(5) of the Housing (Wales) Act 2014, and
- (b) in relation to a local housing authority for an area in England, its functions under sections 188, 190, 200 and 204(4) of the Housing Act 1996;

“local housing authority” (*“awdurdod tai lleol”*) means—

- (a) in relation to Wales, a county council for an area in Wales or a county borough council, and
- (b) in relation to England, a district council, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly;

“relevant landlord” (*“landlord perthnasol”*) means—

- (a) a community landlord which is a registered social landlord or a private registered provider of social housing, or
- (b) a private landlord.

PART 5

TENANCIES AND LICENCES TO WHICH SPECIAL RULES APPLY: SUPPORTED ACCOMMODATION

- 13 (1) A tenancy or licence within section 7, but which relates to supported accommodation (see section 143), is not an occupation contract if the landlord intends that the accommodation provided under the tenancy or licence is not to be subject to an occupation contract.
- (2) But if the tenancy or licence continues after the end of the relevant period, it becomes an occupation contract immediately after the end of that period.
- (3) The relevant period is (subject to paragraph 14)—
- (a) the period of six months starting with the start date of the tenancy or licence, or
 - (b) if the relevant period has been extended under paragraph 15, the period starting with the start date of the tenancy or licence and ending with the date specified in the notice of extension.
- (4) The occupation date of a tenancy or licence which becomes an occupation contract under sub-paragraph (2) is the day immediately after the last day of the relevant period.
- (5) For the purposes of this Part, the start date of a tenancy or licence is the day on which the tenant or licensee is first entitled under the tenancy or licence to occupy the dwelling subject to the tenancy or licence.

Ystyr y cyfnod perthnasol pan fo contractau blaenorol

- 14 (1) Mae'r paragraff hwn yn gymwys mewn perthynas â thenantiaeth neu drwydded a grybwyllir ym mharagraff 13(1) ("y denantiaeth neu'r drwydded bresennol") –
- (a) os oedd gan y tenant neu'r trwyddedai hawl flaenorol i feddiannu llety â chymorth o dan un neu ragor o gontractau blaenorol perthnasol, a
 - (b) os yw'r denantiaeth neu'r drwydded bresennol yn olynu contract blaenorol perthnasol yn uniongyrchol.
- (2) Tenantiaeth neu drwydded yw contract blaenorol perthnasol, sy'n ymwneud â llety â chymorth ac –
- (a) â'r annedd y mae'r denantiaeth neu'r drwydded bresennol yn berthnasol iddi ("yr annedd bresennol");
 - (b) os yw'r annedd bresennol yn ffurfio rhan o adeilad yn unig, ag annedd arall –
 - (i) sydd yn yr adeilad hwnnw, neu
 - (ii) os yw'r adeilad hwnnw yn un o nifer o adeiladau a reolir fel un endid, sydd yn unrhyw un neu ragor o'r adeiladau hynny.
- (3) Os un tenant neu drwyddedai un unig sydd, ac un contract blaenorol perthnasol, y cyfnod perthnasol yw –
- (a) y cyfnod o chwe mis sy'n dechrau â dyddiad dechrau'r contract blaenorol perthnasol, neu
 - (b) os yw'r cyfnod perthnasol wedi ei ymestyn o dan baragraff 15, y cyfnod a bennir yn yr hysbysiad o estyniad.
- (4) Os un tenant neu drwyddedai yn unig sydd, a bod dau neu ragor o gontractau blaenorol perthnasol yn olynu ei gilydd yn uniongyrchol, y cyfnod perthnasol yw –
- (a) y cyfnod o chwe mis sy'n dechrau â dyddiad dechrau'r cyntaf o'r contractau hynny, neu
 - (b) os yw'r cyfnod perthnasol wedi ei ymestyn o dan baragraff 15, y cyfnod a bennir yn yr hysbysiad o estyniad.
- (5) Os oes cyd-denantiaid neu gyd-drwyddedeion, y cyfnod perthnasol yw –
- (a) y cyfnod o chwe mis sy'n dechrau â'r dyddiad a gyfrifir –
 - (i) drwy ddarganfod, mewn perthynas â phob cyd-denant neu gyd-drwyddedai, y dyddiad y byddai'r cyfnod perthnasol yn dechrau o dan is-baragraffau (3)(a) neu (4)(a) pe byddai'n unig denant neu'n unig drwyddedai, a
 - (ii) drwy gymryd y cynharaf o'r dyddiadau hynny, neu
 - (b) os yw'r cyfnod perthnasol wedi ei ymestyn o dan baragraff 15, y cyfnod a nodir yn yr hysbysiad o estyniad.
- (6) Mae tenantiaeth neu drwydded ("contract 2") yn olynydd uniongyrchol i denantiaeth neu drwydded arall ("contract 1") os yw contract 1 yn dod i ben yn union cyn dyddiad dechrau contract 2.

Meaning of relevant period where there are previous contracts

- 14 (1) This paragraph applies in relation to a tenancy or licence mentioned in paragraph 13(1) (“the current tenancy or licence”) if –
- (a) the tenant or licensee was previously entitled to occupy supported accommodation under one or more relevant previous contracts, and
 - (b) the current tenancy or licence is the immediate successor of a relevant previous contract.
- (2) A relevant previous contract is a tenancy or licence which relates to supported accommodation and to –
- (a) the dwelling to which the current tenancy or licence relates (“the current dwelling”);
 - (b) if the current dwelling forms part only of a building, another dwelling which is in –
 - (i) that building, or
 - (ii) if that building is one of a number of buildings managed as a single entity, any of those buildings.
- (3) If there is a sole tenant or licensee and one relevant previous contract, the relevant period is –
- (a) the period of six months starting with the start date of the relevant previous contract, or
 - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (4) If there is a sole tenant or licensee and two or more relevant previous contracts running in immediate succession, the relevant period is –
- (a) the period of six months starting with the start date of the first of those contracts, or
 - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (5) If there are joint tenants or licensees, the relevant period is –
- (a) the period of six months starting with the date determined by –
 - (i) identifying, in relation to each joint tenant or licensee, the date on which the relevant period would start under sub-paragraph (3)(a) or (4)(a) if he or she were the sole tenant or licensee, and
 - (ii) taking the earliest of those dates, or
 - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (6) A tenancy or licence (“contract 2”) is the immediate successor of another tenancy or licence (“contract 1”) if contract 1 ends immediately before the start date of contract 2.

Ymestyn y cyfnod perthnasol

- 15 (1) Caniateir i'r landlord (unwaith neu fwy nag unwaith) ymestyn cyfnod perthnasol tenantiaeth neu drwydded a grybwyllir ym mharagraff 13(1) drwy roi hysbysiad o estyniad i'r tenant neu'r trwyddedai yn unol â'r paragraff hwn.
- (2) Ni chaniateir ymestyn y cyfnod perthnasol gan fwy na thri mis ar unrhyw achlysur unigol.
- (3) Rhaid rhoi'r hysbysiad o estyniad o leiaf bedair wythnos cyn y dyddiad y byddai'r cyfnod perthnasol yn dod i ben o dan ba un bynnag o'r canlynol sy'n gymwys—
- (a) paragraff 13(3)(a) neu (b);
 - (b) paragraff 14(3)(a) neu (b);
 - (c) paragraff 14(4)(a) neu (b);
 - (d) paragraff 14(5)(a) neu (b).
- (4) Cyn rhoi hysbysiad o estyniad, rhaid i'r landlord ymgynghori â'r tenant neu'r trwyddedai.
- (5) Ni chaiff landlord (ac eithrio awdurdod tai lleol) roi hysbysiad o estyniad heb gydsyniad yr awdurdod tai lleol y darperir y llety yn ei ardal.
- (6) Rhaid i'r hysbysiad o estyniad—
- (a) datgan bod y landlord wedi penderfynu ymestyn y cyfnod perthnasol,
 - (b) nodi'r rhesymau dros ymestyn y cyfnod perthnasol,
 - (c) os nad yw'r landlord yn awdurdod tai lleol, datgan bod yr awdurdod tai lleol y darperir y llety yn ei ardal wedi cydsynio i'r estyniad, a
 - (d) pennu'r dyddiad y bydd y cyfnod perthnasol yn dod i ben.
- (7) Rhaid i'r hysbysiad o estyniad hefyd hysbysu'r tenant neu'r trwyddedai bod ganddo hawl i wneud cais am adolygiad yn y llys sirol o dan baragraff 16, a'i hysbysu erbyn pryd y mae'n rhaid gwneud y cais.
- (8) Wrth benderfynu ymestyn y cyfnod perthnasol, caiff y landlord ystyried—
- (a) ymddygiad y tenant neu'r trwyddedai (neu, os oes mwy nag un tenant neu drwyddedai, ymddygiad unrhyw un neu ragor ohonynt), a
 - (b) ymddygiad unrhyw berson yr ymddengys i'r landlord ei fod yn byw yn yr annedd.
- (9) Caiff y landlord ystyried ymddygiad person o dan is-baragraff (8)(b) pa un a yw'r person yn byw yn barhaol yn yr annedd ai peidio, ac ym mha rinwedd bynnag y mae'r person yn byw yn yr annedd.
- (10) Caiff Gweinidogion Cymru wneud darpariaeth drwy reoliadau at ddibenion is-baragraff (5), gan gynnwys darpariaeth am y weithdrefn sydd i'w dilyn mewn perthynas â sicrhau cydsyniad awdurdod tai lleol.

Extending the relevant period

- 15 (1) The landlord may (on one or more occasions) extend the relevant period of a tenancy or licence mentioned in paragraph 13(1) by giving the tenant or licensee a notice of extension in accordance with this paragraph.
- (2) The relevant period may not be extended by more than three months on any separate occasion.
- (3) The notice of extension must be given at least four weeks before the date on which the relevant period would end under whichever of the following applies –
- (a) paragraph 13(3)(a) or (b);
 - (b) paragraph 14(3)(a) or (b);
 - (c) paragraph 14(4)(a) or (b);
 - (d) paragraph 14(5)(a) or (b).
- (4) Before giving a notice of extension, the landlord must consult the tenant or licensee.
- (5) A landlord (other than a local housing authority) may not give a notice of extension without the consent of the local housing authority in whose area the accommodation is provided.
- (6) The notice of extension must –
- (a) state that the landlord has decided to extend the relevant period,
 - (b) set out the reasons for extending the relevant period,
 - (c) if the landlord is not a local housing authority, state that the local housing authority in whose area the accommodation is provided has consented to the extension, and
 - (d) specify the date on which the relevant period will come to an end.
- (7) The notice of extension must also inform the tenant or licensee that he or she has a right to apply for a review in the county court under paragraph 16, and of the time by which the application must be made.
- (8) In making the decision to extend the relevant period, the landlord may take into account –
- (a) the conduct of the tenant or licensee (or, if there is more than one tenant or licensee, the conduct of any of them), and
 - (b) the conduct of any person who appears to the landlord to live in the dwelling.
- (9) A landlord may take a person's conduct into account under sub-paragraph (8)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (10) The Welsh Ministers may make provision by regulations for the purposes of sub-paragraph (5), including provision about the procedure to be followed in relation to obtaining the consent of a local housing authority.

Adolygiad y llys sirol o benderfyniad i ymestyn

- 16 (1) Mae'r adran hon yn gymwys pan fo landlord yn rhoi hysbysiad o estyniad o dan baragraff 15 i denant neu drwyddedai.
- (2) Caiff y tenant neu'r trwyddedai wneud cais i'r llys sirol am adolygiad –
- (a) pan fo'r landlord yn awdurdod tai lleol, o'r penderfyniad i roi hysbysiad o estyniad, neu
- (b) pan na fo'r landlord yn awdurdod tai lleol, o benderfyniad yr awdurdod tai lleol i gydsynio bod y landlord yn rhoi'r hysbysiad o estyniad.
- (3) Rhaid gwneud y cais cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad o estyniad i'r tenant neu'r trwyddedai.
- (4) Caiff y llys sirol roi caniatâd i gais gael ei wneud ar ôl diwedd y cyfnod a ganiateir gan is-baragraff (3), ond dim ond os yw'n fodlon –
- (a) os ceisir caniatâd cyn diwedd y cyfnod hwnnw, bod rheswm da nad yw'r tenant neu'r trwyddedai wedi gallu gwneud y cais mewn pryd, neu
- (b) os ceisir caniatâd ar ôl hynny, bod rheswm da bod y tenant neu'r trwyddedai wedi methu â gwneud y cais mewn pryd ac am unrhyw oedi cyn gwneud cais am ganiatâd.
- (5) Caiff y llys sirol –
- (a) cadarnhau neu ddiddymu'r penderfyniad, neu
- (b) amrywio hyd yr estyniad (yn ddarostyngedig i baragraff 15(2)).
- (6) Wrth ystyried a ddylai gadarnhau'r penderfyniad neu ei ddiddymu, neu amrywio hyd yr estyniad, rhaid i'r llys sirol gymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys pan wneir cais am adolygiad barnwrol.
- (7) Os yw'r llys sirol yn amrywio hyd yr estyniad, mae'r hysbysiad o estyniad yn cael effaith yn unol â hynny.
- (8) Os yw'r llys sirol yn diddymu'r penderfyniad –
- (a) nid oes unrhyw effaith i'r hysbysiad o estyniad, a
- (b) caiff y llys sirol wneud unrhyw orchymyn y gallai'r Uchel Lys ei wneud wrth wneud gorchymyn diddymu ar gais am adolygiad barnwrol.
- (9) Os yw'r llys sirol yn diddymu'r penderfyniad a bod y landlord yn rhoi hysbysiad pellach o estyniad o dan baragraff 15 i'r tenant neu'r trwyddedai cyn diwedd y cyfnod ôl-adolygiad, mae'r hysbysiad yn cael effaith fel pe bai wedi ei roi yn unol â pharagraff 15(3) (heblaw at ddibenion is-baragraff (3)).
- (10) Y cyfnod ôl-adolygiad yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r llys sirol yn amrywio hyd yr estyniad neu'n diddymu'r penderfyniad.

County court review of decision to extend

- 16 (1) This section applies if a landlord gives a tenant or licensee a notice of extension under paragraph 15.
- (2) The tenant or licensee may apply to the county court for a review –
 - (a) where the landlord is a local housing authority, of the decision to give a notice of extension, or
 - (b) where the landlord is not a local housing authority, of the local housing authority's decision to consent to the landlord giving the notice of extension.
- (3) The application must be made before the end of the period of 14 days starting with the day on which the landlord gives the tenant or licensee a notice of extension.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied –
 - (a) where permission is sought before the end of that period, that there is a good reason for the tenant or licensee to be unable to make the application in time, or
 - (b) where permission is sought after that time, that there is a good reason for the tenant or licensee's failure to make the application in time and for any delay in applying for permission.
- (5) The county court may –
 - (a) confirm or quash the decision, or
 - (b) vary the length of the extension (subject to paragraph 15(2)).
- (6) In considering whether to confirm or quash the decision or vary the length of the extension, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court varies the length of the extension, the notice of extension has effect accordingly.
- (8) If the county court quashes the decision –
 - (a) the notice of extension is of no effect, and
 - (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) If the county court quashes the decision and the landlord gives the tenant or licensee a further notice of extension under paragraph 15 before the end of the post-review period, the notice has effect as if given in accordance with paragraph 15(3) (other than for the purposes of sub-paragraph (3)).
- (10) The post-review period is the period of 14 days beginning with the day on which the county court varies the length of the extension or quashes the decision.

RHAN 6

PŴER I DDIWYGIO'R ATODLEN

- 17 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.

PART 6

POWER TO AMEND SCHEDULE

17 The Welsh Ministers may by regulations amend this Schedule.

ATODLEN 3

(a gyflwynir gan adrannau 11 a 12)

CONTRACTAU MEDDIANNAETH A WNEIR GYDA NEU A FABWYSIEDIR GAN
LANDLORDIAID CYMUNEDOL Y CANIATEIR IDDYNT FOD YN GONTRACTAU
SAFONOL

Contractau meddiannaeth drwy hysbysiad

- 1 Contract meddiannaeth na fyddai'n gontract meddiannaeth oni bai am hysbysiad o dan baragraff 1 neu 3 o Atodlen 2.

Llety â chymorth

- 2 Contract meddiannaeth sy'n ymwneud â llety â chymorth.

Meddiannaeth ragarweiniol

- 3 (1) Contract meddiannaeth o fewn y paragraff hwn nad yw'n ymwneud â llety â chymorth.
(2) Mae contract meddiannaeth o fewn y paragraff hwn oni bai, yn union cyn y dyddiad perthnasol—
(a) bod deiliad contract oddi tano yn ddeiliad contract o dan gontract diogel, a
(b) bod y landlord o dan y contract diogel yn landlord cymunedol.
(3) Y dyddiad perthnasol—
(a) mewn perthynas â chontract a wneir â landlord cymunedol, yw'r dyddiad meddiannu, a
(b) mewn perthynas â chontract y daw landlord cymunedol yn landlord oddi tano, yw'r diwrnod y daw'n landlord.

Llety i geiswyr lloches

- 4 Contract meddiannaeth a wneir er mwyn darparu llety o dan Ran 6 o Ddeddf Mewnfudo a Lloches 1999 (p. 33) (cymorth i geiswyr lloches).

Llety i bersonau sydd wedi eu dadleoli

- 5 Contract meddiannaeth a wneir o dan Reoliadau Personau a Ddadleolir (Diogelu Dros Dro) 2005 (O.S. 2005/1379).

Llety i bersonau digartref

- 6 Contract meddiannaeth a wneir fel y disgrifir ym mharagraff 11 neu 12 o Atodlen 2 (llety i bersonau digartref).

Meddiannaeth yn rhinwedd swydd: cyffredinol

- 7 (1) Contract meddiannaeth—
(a) pan fo deiliad y contract wedi ei gyflogi gan gyflogwr perthnasol, a

SCHEDULE 3
(introduced by sections 11 and 12)

OCCUPATION CONTRACTS MADE WITH OR ADOPTED BY COMMUNITY
LANDLORDS WHICH MAY BE STANDARD CONTRACTS

Occupation contracts by notice

- 1 An occupation contract which would not be an occupation contract but for a notice under paragraph 1 or 3 of Schedule 2.

Supported accommodation

- 2 An occupation contract which relates to supported accommodation.

Introductory occupation

- 3 (1) An occupation contract within this paragraph which does not relate to supported accommodation.
- (2) An occupation contract is within this paragraph unless, immediately before the relevant date—
- (a) a contract-holder under it was a contract-holder under a secure contract, and
 - (b) the landlord under the secure contract was a community landlord.
- (3) The relevant date—
- (a) in relation to a contract made with a community landlord, is the occupation date, and
 - (b) in relation to a contract under which a community landlord becomes the landlord, is the day on which it becomes the landlord.

Accommodation for asylum seekers

- 4 An occupation contract made in order to provide accommodation under Part 6 of the Immigration and Asylum Act 1999 (c. 33) (support for asylum seekers).

Accommodation for displaced persons

- 5 An occupation contract made under the Displaced Persons (Temporary Protection) Regulations 2005 (S.I. 2005/1379).

Accommodation for homeless persons

- 6 An occupation contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy: general

- 7 (1) An occupation contract where the contract-holder—
- (a) is employed by a relevant employer, and

- (b) y mae'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth.
- (2) Ystyr "cyflogwr perthnasol" yw –
- (a) awdurdod lleol;
 - (b) corfforaeth dref newydd;
 - (c) ymddiriedolaeth gweithredu tai;
 - (d) corfforaeth datblygu trefol;
 - (e) landlord cymdeithasol cofrestredig (ac eithrio cymdeithas dai gwbl gydfuddiannol neu gymdeithas dai gydweithredol);
 - (f) darparwr tai cymdeithasol cofrestredig preifat;
 - (g) rheolwr sy'n cyflawni swyddogaethau rheoli awdurdod tai lleol o dan gytundeb rheoli;
 - (h) corff llywodraethu unrhyw un o'r ysgolion a ganlyn (gweler Deddf Safonau a Fframwaith Ysgolion 1998 (p. 31)) –
 - (i) ysgol wirfoddol a gynorthwyir,
 - (ii) ysgol sefydledig, neu
 - (iii) ysgol arbennig sefydledig.
- (3) Ystyr "cytundeb rheoli" yw cytundeb o dan adran 27 o Ddeddf Tai 1985 (p. 68) ac ystyr "rheolwr" yw person y gwneir y cytundeb ag ef.

Meddiannaeth yn rhinwedd swydd: yr heddlu

- 8 Contract meddiannaeth –
- (a) pan fo deiliad y contract yn aelod o heddlu, a
 - (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).

Meddiannaeth yn rhinwedd swydd: y gwasanaethau tân ac achub

- 9 Contract meddiannaeth –
- (a) pan fo deiliad y contract yn cael ei gyflogi gan awdurdod tân ac achub,
 - (b) pan fo contract cyflogaeth deiliad y contract yn ei gwneud yn ofynnol iddo fyw yn agos at orsaf dân benodol, ac
 - (c) pan fo'r annedd yn cael ei darparu ar ei gyfer gan yr awdurdod tân ac achub o ganlyniad i'r gofyniad hwnnw.

Llety myfyrwyr

- 10 (1) Contract meddiannaeth pan fo'r hawl i feddiannu yn cael ei rhoi at ddiben galluogi deiliad y contract i fynychu cwrs dynodedig mewn sefydliad addysgol.

- (b) is required by his or her contract of employment to occupy the dwelling.
- (2) “Relevant employer” means –
- (a) a local authority;
 - (b) a new town corporation;
 - (c) a housing action trust;
 - (d) an urban development corporation;
 - (e) a registered social landlord (other than a fully mutual housing association or a co-operative housing association);
 - (f) a private registered provider of social housing;
 - (g) a manager who exercises a local housing authority’s management functions under a management agreement;
 - (h) the governing body of any of the following schools (see the School Standards and Framework Act 1998 (c. 31)) –
 - (i) a voluntary aided school,
 - (ii) a foundation school, or
 - (iii) a foundation special school.
- (3) “Management agreement” means an agreement under section 27 of the Housing Act 1985 (c. 68) and “manager” means a person with whom the agreement is made.

Service occupancy: police

- 8 An occupation contract where –
- (a) the contract-holder is a member of a police force, and
 - (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).

Service occupancy: fire and rescue services

- 9 An occupation contract where –
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder’s contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Student accommodation

- 10 (1) An occupation contract where the right to occupy is conferred for the purpose of enabling the contract-holder to attend a designated course at an educational establishment.

- (2) Ystyr “cwrs dynodedig” yw cwrs o unrhyw fath a ragnodir at ddibenion y paragraff hwn.
- (3) Ystyr “sefydliad addysgol” yw sefydliad neu brifysgol sy’n darparu addysg bellach neu addysg uwch (neu’r ddau); ac mae i “addysg bellach” ac “addysg uwch” yr un ystyron â “further education” a “higher education” yn Neddf Addysg 1996 (p. 56) (gweler adrannau 2 a 579 o’r Ddeddf honno).

Llety dros dro: tir sydd wedi ei gaffael ar gyfer datblygu

11 (1) Contract meddiannaeth –

- (a) pan fo’r tir y mae’r annedd yn sefyll arno (gan gynnwys unrhyw dir a feddiennir ynghyd â’r annedd heblaw am dir amaethyddol sy’n fwy na 0.809 hectar) yn dir neu’n rhan o dir sydd wedi ei gaffael ar gyfer datblygu, a
 - (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.
- (2) Mae i “datblygu” yr ystyr a roddir i “development” yn adran 55 o Ddeddf Cynllunio Gwlad a Thref 1990 (p. 8).

Llety dros dro: personau sy’n dechrau gwaith

12 Contract meddiannaeth –

- (a) pan nad oedd deiliad y contract yn byw yn ardal yr awdurdod tai lleol y mae’r annedd ynddi yn union cyn gwneud y contract,
- (b) pan fo deiliad y contract wedi cael gwaith neu wedi cael cynnig gwaith yn yr ardal honno neu mewn ardal awdurdod tai lleol gyfagos cyn gwneud y contract, ac
- (c) pan fo’r hawl i feddiannu wedi ei rhoi at ddiben diwallu angen deiliad y contract am lety dros dro yn ardal yr awdurdod tai lleol y mae’r annedd ynddi neu yn ardal awdurdod tai lleol gyfagos er mwyn gweithio yno, a’i alluogi i ganfod llety parhaol yno.

Llety dros dro: trefniadau tymor byr

13 Contract meddiannaeth –

- (a) pan fo’r annedd wedi ei gosod i’r landlord â meddiant gwag i’w defnyddio fel llety dros dro,
- (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 lesydd,
- (c) nad yw’r lesydd oddi tano yn landlord cymunedol, a
- (d) nad oes gan y landlord unrhyw fuddiant yn yr annedd ac eithrio o dan y les dan sylw neu fel morgeisiwr.

- (2) “Designated course” means a course of any kind prescribed for the purposes of this paragraph.
- (3) “Educational establishment” means an institution or university which provides further education or higher education (or both); and “further education” and “higher education” have the same meaning as in the Education Act 1996 (c. 56) (see sections 2 and 579 of that Act).

Temporary accommodation: land acquired for development

11 (1) An occupation contract where –

- (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
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) “Development” has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).

Temporary accommodation: persons taking up employment

12 An occupation contract where –

- (a) immediately before the making of the contract the contract-holder was not living in the local housing authority area in which the dwelling is situated,
- (b) before the making of the contract the contract-holder obtained employment or an offer of employment in that area or in an adjoining local housing authority area, and
- (c) the right to occupy was conferred for the purpose of meeting the contract-holder’s need for temporary accommodation in the local housing authority area in which the dwelling is situated or in an adjoining local housing authority area in order to work there, and enabling him or her to find permanent accommodation there.

Temporary accommodation: short-term arrangements

13 An occupation contract where –

- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
- (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,
- (c) the lessor is not a community landlord, and
- (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Llety dros dro: llety yn ystod gwaith

14 (1) Contract meddiannaeth –

- (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 ar yr annedd yr arferai deiliad y contract ei meddiannu fel cartref,
 - (b) pan nad yw landlord yr annedd dros dro yr un â landlord yr annedd yr arferai deiliad y contract ei meddiannu (yr "hen annedd"), ac
 - (c) pan nad oedd deiliad y contract yn ddeiliad contract yr hen annedd o dan gontract diogel ar yr adeg y peidiodd â'i meddiannu fel cartref.
- (2) Yn y paragraff hwn, mae cyfeiriadau at ddeiliad y contract yn cynnwys cyfeiriadau at ragflaenydd deiliaid y contract.
- (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 dan yr un contract.

Llety nad yw'n llety cymdeithasol

15 (1) Contract meddiannaeth –

- (a) pan nad oedd y rheolau dyrannu yn gymwys i wneud y contract, neu
 - (b) pan fo'r annedd yn cael ei darparu i ddeiliad y contract oherwydd ei fod yn weithiwr allweddol.
- (2) Y rheolau dyrannu yw rheolau'r landlord ar gyfer pennu blaenoriaeth rhwng ymgeiswyr wrth ddyrannu llety tai, ac maent yn cynnwys unrhyw reol neu arfer sy'n golygu bod y landlord yn darparu llety i bersonau a enwebir gan awdurdod tai lleol.
- (3) Penderfynir a yw deiliad contract yn "weithiwr allweddol" yn unol â rheoliadau a wneir gan Weinidogion Cymru.
- (4) Caiff y rheoliadau gynnwys darpariaeth sy'n nodi gweithwyr allweddol drwy gyfeirio at natur eu cyflogaeth, at bwy yw eu cyflogwr, ac at swm eu henillion.

Anheddau a fwriedir ar gyfer trosglwyddo

16 Contract meddiannaeth –

- (a) pan fo'r landlord cymunedol yn landlord cymdeithasol cofrestredig neu'n ddarparwr tai cymdeithasol cofrestredig preifat,
- (b) pan fo'r landlord wedi caffael neu adeiladu neu wedi datblygu'r annedd mewn ffordd arall gyda'r bwriad o'i throsglwyddo i gymdeithas dai gwbl gydfuddiannol neu gymdeithas dai gydweithredol, ac
- (c) pan wneir y contract meddiannaeth ymlaen llaw gan ragweld trosglwyddo'r annedd.

Pŵer i ddiwygio'r Atodlen

17 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.

Temporary accommodation: accommodation during works

- 14 (1) An occupation contract where –
- (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,
 - (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
 - (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.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.
- (3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under an occupation contract if that person was an earlier contract-holder under the same contract.

Accommodation which is not social accommodation

- 15 (1) An occupation contract where –
- (a) the allocation rules did not apply to the making of the contract, or
 - (b) the dwelling is made available to the contract-holder because he or she is a key worker.
- (2) The allocation rules are the landlord’s rules for determining priority as between applicants in the allocation of housing accommodation, and include any rule or practice whereby the landlord provides accommodation to persons nominated by a local housing authority.
- (3) Whether a contract-holder is a “key worker” is to be determined in accordance with regulations made by the Welsh Ministers.
- (4) The regulations may include provision identifying key workers by reference to the nature of their employment, the identity of their employer, and the amount of their earnings.

Dwellings intended for transfer

- 16 An occupation contract where –
- (a) the community landlord is a registered social landlord or a private registered provider of social housing,
 - (b) the landlord has acquired or built or otherwise developed the dwelling with the intention of transferring it to a fully mutual housing association or a co-operative housing association, and
 - (c) the occupation contract is made in anticipation of the transfer of the dwelling.

Power to amend Schedule

- 17 The Welsh Ministers may by regulations amend this Schedule.

ATODLEN 4
(a gyflwynir gan adran 16)

CONTRACTAU SAFONOL RHAGARWEINIOL

Y cyfnod rhagarweiniol

- 1 (1) Y cyfnod rhagarweiniol, mewn perthynas â chontract meddiannaeth sy'n gontract safonol cyfnodol oherwydd bod yr eithriad cyntaf yn adran 11 neu 12 yn gymwys ac oherwydd ei fod o fewn paragraff 3 o Atodlen 3—
 - (a) yw'r cyfnod o 12 mis sy'n dechrau â dyddiad cyflwyno'r contract, neu
 - (b) os oes estyniad o dan baragraff 3, yw'r cyfnod o 18 mis sy'n dechrau â dyddiad cyflwyno'r contract.
- (2) Mae is-baragraff (3) yn gymwys yn lle is-baragraff (1) os, ar ddiwedd yr hyn fyddai'r cyfnod rhagarweiniol o dan is-baragraff (1)—
 - (a) oes hawliad meddiant a wnaed gan y landlord mewn perthynas â'r annedd heb gael ei gwblhau, neu
 - (b) yw'r landlord wedi rhoi hysbysiad adennill meddiant neu hysbysiad o dan adran 173 (hysbysiad y landlord i derfynu'r contract) i ddeiliad y contract, ac nad yw'r cyfnod y caiff y landlord wneud hawliad meddiant cyn iddo ddod i ben wedi dod i ben.
- (3) Pan fo'r is-baragraff hwn yn gymwys, y cyfnod rhagarweiniol yw'r cyfnod sy'n dechrau â dyddiad cyflwyno'r contract ac sy'n dod i ben—
 - (a) pan geir digwyddiad perthnasol, neu
 - (b) os na cheir digwyddiad perthnasol, yn union ar ôl i'r contract ddod i ben.
- (4) Mewn achos sydd o fewn is-baragraff (2)(a) y digwyddiad perthnasol yw hawliad meddiant yn cael ei ddyfarnu o blaid deiliad y contract.
- (5) Mewn achos sydd o fewn is-baragraff (2)(b) mae pob un o'r canlynol yn ddigwyddiad perthnasol—
 - (a) tynnu'r hysbysiad yn ôl;
 - (b) y cyfnod yn dod i ben heb fod hawliad meddiant wedi ei wneud;
 - (c) hawliad meddiant a wnaed gan ddibynnu ar yr hysbysiad yn cael ei ddyfarnu o blaid deiliad y contract.
- (6) Os daw landlord preifat yn landlord o dan y contract cyn yr adeg y byddai'r cyfnod rhagarweiniol yn dod i ben oni bai am yr is-baragraff hwn, daw'r cyfnod rhagarweiniol i ben.
- (7) Dyddiad cyflwyno contract meddiannaeth (yn ddarostyngedig i baragraff 2)—
 - (a) yw dyddiad meddiannu'r contract, neu
 - (b) os daeth y contract yn gontract safonol cyfnodol oherwydd bod yr eithriad cyntaf yn adran 12 yn gymwys ac oherwydd iddo ddod o fewn paragraff 3 o Atodlen 3 pan ddaeth landlord cymunedol yn landlord o dan y contract, yw'r diwrnod y daeth y landlord cymunedol yn landlord.

SCHEDULE 4
(introduced by section 16)

INTRODUCTORY STANDARD CONTRACTS

Introductory period

- 1 (1) The introductory period, in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3, is –
 - (a) the period of 12 months starting with the introduction date of the contract, or
 - (b) if there is an extension under paragraph 3, the period of 18 months starting with the introduction date of the contract.
- (2) Sub-paragraph (3) applies instead of sub-paragraph (1) if, at the end of what would be the introductory period under sub-paragraph (1) –
 - (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice under section 173 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.
- (3) Where this sub-paragraph applies, the introductory period is the period starting with the introduction date of the contract and ending –
 - (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.
- (4) In a case within sub-paragraph (2)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (5) In a case within sub-paragraph (2)(b) each of the following is a relevant event –
 - (a) withdrawal of the notice;
 - (b) the period ending without a possession claim having been made;
 - (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.
- (6) If a private landlord becomes the landlord under the contract before the time at which the introductory period would end apart from this sub-paragraph, the introductory period ends.
- (7) The introduction date of an occupation contract is (subject to paragraph 2) –
 - (a) the occupation date of the contract, or
 - (b) if the contract became a periodic standard contract because the first exception in section 12 applied and because it was within paragraph 3 of Schedule 3 on a community landlord becoming the landlord under the contract, the day the community landlord became the landlord.

Ystyr dyddiad cyflwyno pan fo contractau safonol rhagarweiniol blaenorol

- 2 (1) Mae'r paragraff hwn yn gymwys mewn perthynas â chontract meddiannaeth sy'n gontract safonol cyfnodol oherwydd bod yr eithriad cyntaf yn adran 11 neu 12 yn gymwys ac oherwydd ei fod o fewn paragraff 3 o Atodlen 3—
- (a) os oedd deiliad contract o dan y contract ("y contract presennol") yn ddeiliad contract o dan un neu ragor o gontractau safonol rhagarweiniol ("contractau blaenorol") cyn hynny, a
- (b) os yw'r contract presennol yn olynu contract blaenorol yn uniongyrchol.
- (2) Os un deiliad contract yn unig sydd, ac un contract blaenorol, dyddiad cyflwyno'r contract presennol yw dyddiad cyflwyno'r contract blaenorol.
- (3) Os un deiliad contract yn unig sydd, a bod dau neu ragor o gontractau blaenorol yn olynu ei gilydd yn uniongyrchol, dyddiad cyflwyno'r contract presennol yw dyddiad cyflwyno'r cyntaf o'r contractau hynny.
- (4) Os oes cyd-ddeiliaid contract, cyfrifir dyddiad cyflwyno'r contract—
- (a) drwy ddarganfod, mewn perthynas â phob cyd-ddeiliad contract, yr hyn fyddai'r dyddiad cyflwyno o dan is-baragraffau (2) a (3) pe byddai'n unig ddeiliad y contract, a
- (b) drwy gymryd y cynharaf o'r dyddiadau hynny.
- (5) Mae is-baragraff (6) yn gymwys os cafodd cyfnod rhagarweiniol contract blaenorol oedd â'r un dyddiad cyflwyno â'r contract presennol ei ymestyn o dan baragraff 3.
- (6) Pan fo'r is-baragraff hwn yn gymwys, cyfnod rhagarweiniol y contract presennol yw'r cyfnod o 18 mis sy'n dechrau â dyddiad cyflwyno'r contract presennol.
- (7) Mae contract meddiannaeth ("contract 2") yn olynnydd uniongyrchol i gontract arall ("contract 1") os yw contract 1 yn dod i ben yn union cyn dyddiad meddiannu contract 2.

Ymestyn y cyfnod rhagarweiniol

- 3 (1) Caniateir i'r landlord ymestyn y cyfnod rhagarweiniol i'r cyfnod o 18 mis sy'n dechrau â dyddiad cyflwyno'r contract drwy roi hysbysiad o estyniad i ddeiliad y contract.
- (2) Rhaid rhoi'r hysbysiad o estyniad i ddeiliad y contract o leiaf wyth wythnos cyn y diwrnod y byddai'r cyfnod rhagarweiniol yn dod i ben o dan baragraff 1(1)(a).
- (3) Rhaid i'r hysbysiad o estyniad ddatgan bod y landlord wedi penderfynu ymestyn y cyfnod rhagarweiniol, a nodi'r rhesymau dros y penderfyniad hwnnw.
- (4) Rhaid i'r hysbysiad o estyniad hefyd hysbysu deiliad y contract bod ganddo hawl i ofyn am adolygiad o dan baragraff 4 o benderfyniad y landlord i ymestyn y cyfnod rhagarweiniol, a'i hysbysu erbyn pryd y mae'n rhaid gwneud y cais.
- (5) Wrth benderfynu ymestyn y cyfnod rhagarweiniol, caiff y landlord ystyried—
- (a) ymddygiad deiliad y contract (neu, os oes cyd-ddeiliaid contract, ymddygiad unrhyw un neu ragor ohonynt), a
- (b) ymddygiad unrhyw berson yr ymddengys i'r landlord ei fod yn byw yn yr annedd.

Meaning of introduction date where there are previous introductory standard contracts

- 2 (1) This paragraph applies in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3 if –
- (a) a contract-holder under the contract (“the current contract”) was previously a contract-holder under one or more introductory standard contracts (“previous contracts”), and
 - (b) the current contract is the immediate successor of a previous contract.
- (2) If there is a sole contract-holder and one previous contract, the introduction date of the current contract is the introduction date of the previous contract.
- (3) If there is a sole contract-holder and two or more previous contracts running in immediate succession, the introduction date of the current contract is the introduction date of the first of those contracts.
- (4) If there are joint contract-holders, the introduction date of the contract is determined by –
- (a) identifying, in relation to each joint contract-holder, what the introduction date would be under sub-paragraphs (2) and (3) if he or she were the sole contract-holder, and
 - (b) taking the earliest of those dates.
- (5) Sub-paragraph (6) applies if the introductory period of a previous contract with the same introduction date as the current contract was extended under paragraph 3.
- (6) Where this sub-paragraph applies, the introductory period of the current contract is the period of 18 months starting with the introduction date of the current contract.
- (7) An occupation contract (“contract 2”) is the immediate successor of another contract (“contract 1”) if contract 1 ends immediately before the occupation date of contract 2.

Extending the introductory period

- 3 (1) The landlord may extend the introductory period to the period of 18 months starting with the introduction date of the contract by giving the contract-holder a notice of extension.
- (2) The notice of extension must be given to the contract-holder at least eight weeks before the day on which the introductory period would end under paragraph 1(1)(a).
- (3) The notice of extension must state that the landlord has decided to extend the introductory period, and set out the reasons for that decision.
- (4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 4 of the landlord’s decision to extend the introductory period, and of the time by which the request must be made.
- (5) In making the decision to extend the introductory period, the landlord may take into account –
- (a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and
 - (b) the conduct of any person who appears to the landlord to live in the dwelling.

- (6) Caiff landlord ystyried ymddygiad person o dan is-baragraff (5)(b) pa un a yw'r person yn byw yn barhaol yn yr annedd ai peidio, ac ym mha rinwedd bynnag y mae'r person yn byw yn yr annedd.
- (7) Caiff Gweinidogion ddiwygio is-baragraff (2) drwy reoliadau at ddiben newid pryd y mae'n rhaid rhoi hysbysiad o estyniad i ddeiliad contract; mae'r pŵer o dan adran 256(2) i wneud diwygiadau canlyniadol yn cynnwys, o ran ei gymhwyso i reoliadau o dan yr is-baragraff hwn, y pŵer i wneud diwygiadau canlyniadol i'r Atodlen hon.

Adolygiad y landlord o benderfyniad i ymestyn cyfnod rhagarweiniol

- 4 (1) Os yw landlord yn rhoi hysbysiad o estyniad o dan baragraff 3, caiff deiliad y contract ofyn i'r landlord gynnal adolygiad o'r penderfyniad i roi'r hysbysiad.
- (2) Rhaid gwneud y cais i'r landlord cyn diwedd y cyfnod o 14 diwrnod (neu unrhyw gyfnod hwy a ganiateir mewn ysgrifen gan y landlord) sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad o estyniad i ddeiliad y contract.
- (3) Os yw deiliad y contract yn gofyn am adolygiad yn unol ag is-baragraff (2), rhaid i'r landlord gynnal yr adolygiad.
- (4) Yn dilyn adolygiad, caiff y landlord –
 - (a) cadarnhau'r penderfyniad i roi'r hysbysiad, neu
 - (b) gwrthdroi'r penderfyniad.
- (5) Rhaid i'r landlord hysbysu deiliad y contract o ganlyniad yr adolygiad cyn y dyddiad y byddai'r cyfnod rhagarweiniol yn dod i ben o dan baragraff 1(1)(a).
- (6) Os yw'r landlord yn cadarnhau'r penderfyniad, rhaid i'r hysbysiad –
 - (a) nodi'r rhesymau dros y cadarnhad, a
 - (b) hysbysu deiliad y contract bod ganddo hawl i wneud cais am adolygiad yn y llys sirol o dan baragraff 5, ac erbyn pryd y mae'n rhaid gwneud y cais.
- (7) Caiff Gweinidogion Cymru ragnodi'r weithdrefn sydd i'w dilyn mewn cysylltiad ag adolygiad o dan y paragraff hwn.
- (8) Caiff rheoliadau o dan is-baragraff (7), ymysg pethau eraill –
 - (a) ei gwneud yn ofynnol i'r adolygiad gael ei gynnal gan berson o safle uwch priodol nad yw wedi bod yn ymwneud â'r penderfyniad, a
 - (b) dynodi amgylchiadau pan fo hawl gan ddeiliad contract i wrandawriad llafar, a dynodi a ganiateir iddo gael ei gynrychioli mewn gwrandawriad o'r fath, a chan bwy.

Adolygiad y llys sirol o benderfyniad i ymestyn

- 5 (1) Mae'r paragraff hwn yn gymwys os yw landlord, yn dilyn cais am adolygiad a wneir yn unol â pharagraff 4(2) –
 - (a) yn rhoi hysbysiad o dan baragraff 4(5) yn hysbysu deiliad y contract bod y landlord wedi penderfynu cadarnhau penderfyniad i roi hysbysiad o estyniad o dan baragraff 3, neu

- (6) A landlord may take a person's conduct into account under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (7) The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder; the power under section 256(2) to make consequential amendments includes, in its application to regulations under this sub-paragraph, the power to make consequential amendments to this Schedule.

Landlord's review of decision to extend introductory period

- 4 (1) If a landlord gives a notice of extension under paragraph 3, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
- (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.
- (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
- (4) Following a review, the landlord may –
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
- (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the introductory period would end under paragraph 1(1)(a).
- (6) If the landlord confirms the decision, the notice must –
 - (a) set out the reasons for the confirmation, and
 - (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 5, and of the time by which the application must be made.
- (7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
- (8) Regulations under sub-paragraph (7) may, amongst other things –
 - (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
 - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

County court review of decision to extend

- 5 (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 4(2) –
 - (a) gives notice under paragraph 4(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 3, or

- (b) yn methu â rhoi hysbysiad yn unol â pharagraff 4(5).
- (2) Caiff deiliad y contract wneud cais i'r llys sirol am adolygiad o'r penderfyniad i roi'r hysbysiad o estyniad.
- (3) Rhaid gwneud y cais –
- (a) cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad i ddeiliad y contract o dan baragraff 4(5), neu
- (b) os na roddwyd hysbysiad yn unol â pharagraff 4(5), cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod ar ôl y dyddiad erbyn pryd yr oedd yn ofynnol i'r landlord roi hysbysiad o dan yr is-baragraff hwnnw.
- (4) Caiff y llys sirol roi caniatâd i gais gael ei wneud ar ôl diwedd y cyfnod a ganiateir gan is-baragraff (3), ond dim ond os yw'n fodlon –
- (a) os ceisir caniatâd cyn diwedd y cyfnod hwnnw, bod rheswm da nad yw deiliad y contract yn gallu gwneud y cais mewn pryd, neu
- (b) os ceisir caniatâd ar ôl hynny, bod rheswm da bod deiliad y contract wedi methu â gwneud y cais mewn pryd ac am unrhyw oedi cyn gwneud cais am ganiatâd.
- (5) Caiff y llys sirol gadarnhau neu ddiddymu'r penderfyniad i roi'r hysbysiad o estyniad.
- (6) Wrth ystyried a ddylai gadarnhau penderfyniad neu ei ddiddymu, rhaid i'r llys sirol gymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys pan wneir cais am adolygiad barnwrol.
- (7) Os yw'r llys sirol yn diddymu'r penderfyniad –
- (a) nid oes unrhyw effaith i'r hysbysiad o estyniad, a
- (b) caiff y llys sirol wneud unrhyw orchymyn y gallai'r Uchel Lys ei wneud wrth wneud gorchymyn diddymu ar gais am adolygiad barnwrol.
- (8) Os yw'r llys sirol yn diddymu'r penderfyniad a bod y landlord yn rhoi hysbysiad pellach o estyniad i ddeiliad y contract o dan baragraff 3 cyn diwedd y cyfnod ôl-adolygiad –
- (a) mae'r hysbysiad yn cael effaith fel pe bai wedi ei roi yn unol â pharagraff 3(2) (ac eithrio at ddibenion paragraff 4(2)), a
- (b) mae paragraff 4(5) i'w ddarllen fel pe bai'n ei gwneud yn ofynnol i'r landlord hysbysu deiliad y contract am ganlyniad adolygiad o dan y paragraff hwnnw cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y gofynnodd deiliad y contract am yr adolygiad.
- (9) Y cyfnod ôl-adolygiad yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r llys sirol yn diddymu'r penderfyniad.

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

- 6 (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 –

- (b) fails to give notice in accordance with paragraph 4(5).
- (2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.
- (3) The application must be made—
 - (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder notice under paragraph 4(5), or
 - (b) if no notice has been given in accordance with paragraph 4(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied—
 - (a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or
 - (b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.
- (5) The county court may confirm or quash the decision to give the notice of extension.
- (6) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court quashes the decision—
 - (a) the notice of extension is of no effect, and
 - (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
- (8) If the county court quashes the decision and the landlord gives the contract-holder a further notice of extension under paragraph 3 before the end of the post-review period—
 - (a) the notice has effect as if given in accordance with paragraph 3(2) (other than for the purposes of paragraph 4(2)), and
 - (b) paragraph 4(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

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

- 6 (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) 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.
- 7 (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.

Telerau contract diogel a oedd yn gontract safonol rhagarweiniol

- 8 (1) Mae'r paragraff hwn yn gymwys pan fo contract safonol rhagarweiniol yn dod i ben ac yn cael ei ddisodli gan gontract diogel am fod y cyfnod rhagarweiniol wedi dod i ben, ac nad yw'r landlord wedi ymdrin â'r contract diogel yn y datganiad ysgrifenedig o'r contract safonol rhagarweiniol yn unol â pharagraff 6(2).
- (2) Os yw'r landlord a deiliad y contract wedi cytuno ar yr hyn fydd telerau'r contract diogel yn yr achos hwnnw, telerau'r contract yw'r telerau y cytunwyd arnynt.

- (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.
- 7
- (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.

Terms of secure contract which was an introductory standard contract

- 8
- (1) This paragraph applies where an introductory standard contract ends and is replaced with a secure contract because the introductory period has ended, and the landlord has not addressed the secure contract in the written statement of the introductory standard contract in accordance with paragraph 6(2).
 - (2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.

- (3) Mae is-baragraff (2) yn ddarostyngedig i ddarpariaethau'r Ddeddf hon ynghylch ymgorffori darpariaethau sylfaenol ac atodol.
- (4) Os nad yw'r landlord a deiliad y contract wedi cytuno ar yr hyn fydd telerau'r contract diogel yn yr achos hwnnw –
 - (a) mae'r darpariaethau sylfaenol ac atodol sy'n gymwys i gontractau diogel a wneir gyda'r landlord wedi eu hymgorffori fel telerau'r contract heb eu haddasu,
 - (b) mae unrhyw un neu ragor o delerau'r contract sy'n anghydnaws â'r darpariaethau sylfaenol neu atodol hynny yn peidio â chael effaith, ac
 - (c) fel arall, mae telerau'r contract diogel yr un fath â thelerau'r contract safonol rhagarweiniol.

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

- 9 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.

- (3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.
- (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event –
 - (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,
 - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
 - (c) otherwise, the terms of the secure contract are the same as the terms of the introductory standard contract.

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

- 9 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 5
(a gyflwynir gan adran 46)

CYNLLUNIAU BLAENDAL: DARPARIAETH BELLACH

Cynlluniau blaendal

- 1 (1) Rhaid i Weinidogion Cymru wneud trefniadau ar gyfer sicrhau bod un neu ragor o gynlluniau blaendal ar gael.
- (2) Ystyr “cynllun blaendal” yw cynllun at ddiben—
 - (a) diogelu blaendaliadau a delir mewn cysylltiad â chontractau meddiannaeth, a
 - (b) hwyluso’r broses o ddatrys anghydfodau sy’n codi mewn cysylltiad â blaendaliadau o’r fath.
- (3) Ystyr “trefniadau” yw trefniadau gydag unrhyw berson (“gweinyddwr y cynllun”) y mae gweinyddwr y cynllun yn ymrwymo i sefydlu a chynnal cynllun blaendal o ddisgrifiad a bennir yn y trefniadau oddi tanynt.
- (4) Rhaid i’r trefniadau ei gwneud yn ofynnol i weinyddwr y cynllun roi i Weinidogion Cymru unrhyw wybodaeth, ac unrhyw gyfleusterau ar gyfer cael gwybodaeth, a all fod yn ofynnol gan Weinidogion Cymru.
- (5) Caiff Gweinidogion Cymru—
 - (a) rhoi cymorth ariannol i weinyddwr y cynllun;
 - (b) gwneud taliadau eraill i weinyddwr y cynllun yn unol â’r trefniadau;
 - (c) rhoi gwarant mewn perthynas ag unrhyw rwymedigaeth ariannol a ddaw i ran gweinyddwr y cynllun mewn cysylltiad â’r trefniadau.
- (6) Caiff Gweinidogion Cymru wneud rheoliadau sy’n rhoi pwerau ac yn gosod dyletswyddau ar weinyddwyr cynlluniau.

Cynlluniau blaendal awdurdodedig: dwyn achosion pan na fo’r contract meddiannaeth wedi dod i ben

- 2 (1) Pan fo blaendal wedi ei dalu mewn cysylltiad â chontract meddiannaeth nad yw wedi dod i ben, caiff deiliad y contract (neu unrhyw berson sydd wedi talu’r blaendal ar ei ran) wneud cais i’r llys sirol ar unrhyw un neu ragor o’r seiliau a ganlyn.
- (2) Y sail gyntaf yw nad yw’r landlord wedi cydymffurfio ag adran 45(2)(a) (gofynion cychwynnol cynllun blaendal awdurdodedig).
- (3) Yr ail sail yw nad yw’r landlord wedi cydymffurfio ag adran 45(2)(b) (darparu gwybodaeth ofynnol).
- (4) Y drydedd sail yw—
 - (a) bod yr ymgeisydd wedi cael ei hysbysu gan y landlord bod cynllun blaendal awdurdodedig penodol yn gymwys i’r blaendal, ond
 - (b) nad yw’r ymgeisydd wedi gallu cael cadarnhad oddi wrth weinyddwr y cynllun bod y blaendal yn cael ei ddal yn unol â’r cynllun.
- (5) Rhaid i’r llys sirol weithredu fel a ganlyn—

SCHEDULE 5
(introduced by section 46)

DEPOSIT SCHEMES: FURTHER PROVISION

Deposit schemes

- 1 (1) The Welsh Ministers must make arrangements for securing that one or more deposit schemes are available.
- (2) “Deposit scheme” means a scheme for the purpose of—
 - (a) safeguarding deposits paid in connection with occupation contracts, and
 - (b) facilitating the resolution of disputes arising in connection with such deposits.
- (3) “Arrangements” means arrangements with any person (“the scheme administrator”) under which the scheme administrator undertakes to establish and maintain a deposit scheme of a description specified in the arrangements.
- (4) The arrangements must require the scheme administrator to give the Welsh Ministers such information, and such facilities for obtaining information, as the Welsh Ministers may require.
- (5) The Welsh Ministers may—
 - (a) give financial assistance to the scheme administrator;
 - (b) make other payments to the scheme administrator in pursuance of the arrangements;
 - (c) guarantee the discharge of any financial obligation incurred by the scheme administrator in connection with the arrangements.
- (6) The Welsh Ministers may make regulations conferring powers and imposing duties on scheme administrators.

Authorised deposit schemes: proceedings where the occupation contract has not ended

- 2 (1) Where a deposit has been paid in connection with an occupation contract that has not ended, the contract-holder (or any person who has paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.
- (2) The first ground is that the landlord has not complied with section 45(2)(a) (initial requirements of an authorised deposit scheme).
- (3) The second ground is that the landlord has not complied with section 45(2)(b) (provision of required information).
- (4) The third ground is that the applicant—
 - (a) has been notified by the landlord that a particular authorised deposit scheme applies to the deposit, but
 - (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
- (5) The county court must act as follows if—

- (a) yn achos cais ar y sail gyntaf neu'r ail sail, os yw'n fodlon bod y sail wedi ei phrofi, neu
 - (b) yn achos cais ar y drydedd sail, os nad yw'n fodlon bod y blaendal yn cael ei ddal yn unol â chynllun blaendal awdurdodedig.
- (6) Rhaid i'r llys sirol naill ai –
- (a) gorchymyn i'r person yr ymddengys ei fod yn dal y blaendal ad-dalu'r blaendal i'r ymgeisydd cyn diwedd y cyfnod perthnasol, neu
 - (b) gorchymyn i'r person yr ymddengys ei fod yn dal y blaendal dalu'r blaendal, cyn diwedd y cyfnod perthnasol, i weinyddwr cynllun blaendal gwarchodol (os oes cynllun o'r fath mewn grym yn unol â threfniadau o dan baragraff 1) i'w ddal yn unol â'r cynllun.
- (7) Rhaid i'r llys sirol hefyd orchymyn i'r landlord dalu i'r ymgeisydd, cyn diwedd y cyfnod perthnasol, swm o arian heb fod yn llai na swm y blaendal a heb fod yn fwy na thair gwaith swm y blaendal.
- (8) Y cyfnod perthnasol yw'r cyfnod o 14 diwrnod sy'n dechrau â dyddiad y gorchymyn.
- (9) At ddibenion y paragraff hwn, cynllun blaendal gwarchodol yw cynllun blaendal (o fewn ystyr paragraff 1(2)) y telir blaendaliadau oddi tano gan y landlord i weinyddwr y cynllun ac y caiff y blaendaliadau eu dal oddi tano gan weinyddwr y cynllun, yn unol â'r cynllun, hyd nes y daw'n bryd eu talu i'r landlord neu i ddeiliad y contract (neu i unrhyw berson a dalodd y blaendal ar ran deiliad y contract).

Cynlluniau blaendal awdurdodedig: dwyn achosion pan fo'r contract meddiannaeth wedi dod i ben

- 3 (1) Pan fo blaendal wedi ei dalu mewn cysylltiad â chontract meddiannaeth sydd wedi dod i ben, caiff y person a oedd yn ddeiliad y contract o dan y contract (neu unrhyw berson a dalodd y blaendal ar ei ran) wneud cais i'r llys sirol ar unrhyw un neu ragor o'r seiliau a ganlyn.
- (2) Y sail gyntaf yw nad yw'r landlord wedi cydymffurfio ag adran 45(2)(a) (gofynion cychwynnol cynllun blaendal awdurdodedig).
- (3) Yr ail sail yw nad yw'r landlord wedi cydymffurfio ag adran 45(2)(b) (darparu gwybodaeth ofynnol).
- (4) Y drydedd sail yw –
- (a) bod yr ymgeisydd wedi cael ei hysbysu gan y landlord bod cynllun blaendal awdurdodedig penodol yn gymwys i'r blaendal, ond
 - (b) nad yw'r landlord wedi gallu cael cadarnhad oddi wrth weinyddwr y cynllun bod y blaendal yn cael ei ddal yn unol â'r cynllun.
- (5) Os –
- (a) yn achos cais ar y sail gyntaf neu'r ail sail, yw'r llys sirol wedi ei fodloni bod y sail wedi ei phrofi, neu
 - (b) yn achos cais ar y drydedd sail, nad yw'r llys sirol wedi ei fodloni bod y blaendal yn cael ei ddal yn unol â chynllun blaendal awdurdodedig,
- caiff y llys sirol orchymyn i'r person yr ymddengys ei fod yn dal y blaendal ad-dalu'r blaendal i gyd, neu ran ohono, i'r ymgeisydd cyn diwedd y cyfnod perthnasol.

- (a) in the case of an application on the first or second ground, it is satisfied that the ground is made out, or
 - (b) in the case of an application on the third ground, it is not satisfied that the deposit is being held in accordance with an authorised deposit scheme.
- (6) The county court must either –
- (a) order the person who appears to be holding the deposit to repay the deposit to the applicant before the end of the relevant period, or
 - (b) order the person who appears to be holding the deposit to pay the deposit, before the end of the relevant period, to the scheme administrator of a custodial deposit scheme (if such a scheme is in force in accordance with arrangements under paragraph 1) to be held in accordance with the scheme.
- (7) The county court must also order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.
- (8) The relevant period is the period of 14 days beginning with the date of the order.
- (9) For the purposes of this paragraph, a custodial deposit scheme is a deposit scheme (within the meaning of paragraph 1(2)) under which deposits are paid to the scheme administrator by the landlord and held by the scheme administrator until, in accordance with the scheme, they fall to be paid to the landlord or contract-holder (or any person who paid the deposit on the contract-holder's behalf).

Authorised deposit schemes: proceedings where the occupation contract has ended

- 3 (1) Where a deposit has been paid in connection with an occupation contract that has ended, the person who was the contract-holder under the contract (or any person who paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.
- (2) The first ground is that the landlord did not comply with section 45(2)(a) (initial requirements of an authorised deposit scheme).
 - (3) The second ground is that the landlord did not comply with section 45(2)(b) (provision of required information).
 - (4) The third ground is that the applicant –
 - (a) was notified by the landlord that a particular authorised deposit scheme applied to the deposit, but
 - (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
 - (5) If the county court –
 - (a) in the case of an application on the first or second ground, is satisfied that the ground is made out, or
 - (b) in the case of an application on the third ground, is not satisfied that the deposit is being held in accordance with an authorised deposit scheme,it may order the person who appears to be holding the deposit to repay all or part of the deposit to the applicant before the end of the relevant period.

- (6) Os yw is-baragraff (5)(a) neu (b) yn gymwys, rhaid i'r llys sirol (pa un a yw'n gwneud gorchymyn o dan yr is-baragraff hwnnw ai peidio) orchymyn i'r landlord dalu i'r ymgeisydd, cyn diwedd y cyfnod perthnasol, swm o arian heb fod yn llai na swm y blaendal a heb fod yn fwy na thair gwaith swm y blaendal.
- (7) Y cyfnod perthnasol yw'r cyfnod o 14 diwrnod sy'n dechrau â dyddiad y gorchymyn.

Defnyddio blaendal sy'n bodoli eisoes mewn cysylltiad â chontract meddiannaeth wedi ei adnewyddu, neu mewn cysylltiad â math arall o gontract meddiannaeth sy'n cymryd lle'r contract gwreiddiol

4 (1) Mae'r paragraff hwn yn gymwys –

- (a) pan fo deiliad contract wedi talu blaendal mewn cysylltiad â chontract meddiannaeth (“y contract gwreiddiol”),
 - (b) pan fo'r landlord, mewn perthynas â'r blaendal –
 - (i) wedi ei drafod yn unol â chynllun blaendal awdurdodedig,
 - (ii) wedi cydymffurfio â gofynion cychwynnol y cynllun, a
 - (iii) wedi darparu'r wybodaeth sy'n ofynnol yn ôl adran 45(2)(b),
 - (c) pan fo contract meddiannaeth yn cymryd lle'r contract gwreiddiol, a
 - (d) pan fo'r blaendal a dalwyd mewn cysylltiad â'r contract gwreiddiol yn parhau i gael ei ddal –
 - (i) mewn cysylltiad â'r contract meddiannaeth arall, a
 - (ii) yn unol â'r un cynllun blaendal awdurdodedig â phan gydymffurfiwyd ddiwethaf â'r gofynion a grybwyllir yn is-baragraff (b)(ii) a (iii) mewn perthynas ag ef.
- (2) Mae'r paragraff hwn hefyd yn gymwys –
- (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
 - (b) pan fo'r blaendal a dalwyd mewn cysylltiad â'r contract gwreiddiol yn parhau i gael ei ddal –
 - (i) mewn cysylltiad â'r contract meddiannaeth newydd sy'n cymryd lle contract arall, a
 - (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.
- (3) Mae'r landlord i'w drin fel pe bai wedi cydymffurfio â'r gofynion yn adran 45 mewn perthynas â'r blaendal sy'n cael ei ddal mewn cysylltiad â'r contract meddiannaeth arall.
- (4) At ddibenion y paragraff hwn, mae contract meddiannaeth yn cymryd lle contract meddiannaeth arall –
- (a) os yw dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ôl 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 yn un fath ag o dan y contract blaenorol, ac

- (6) If sub-paragraph (5)(a) or (b) applies, the county court (whether or not it makes an order under that sub-paragraph) must order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.
- (7) The relevant period is the period of 14 days beginning with the date of the order.

Existing deposit used in connection with a renewed or other kind of substitute occupation contract

- 4 (1) This paragraph applies where –
- (a) a contract-holder paid a deposit in connection with an occupation contract (“the original contract”),
 - (b) the landlord, in respect of the deposit –
 - (i) dealt with it in accordance with an authorised deposit scheme,
 - (ii) complied with the initial requirements of the scheme, and
 - (iii) provided the information required by section 45(2)(b),
 - (c) the original contract is replaced with a substitute occupation contract, and
 - (d) the deposit that was paid in connection with the original contract continues to be held –
 - (i) in connection with the substitute occupation contract, and
 - (ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in paragraph (b)(ii) and (iii) were last complied with in respect of it.
- (2) This paragraph also applies where –
- (a) a substitute occupation contract is replaced with a new substitute occupation contract, and
 - (b) the deposit that was paid in connection with the original contract continues to be held –
 - (i) in connection with the new substitute occupation contract, and
 - (ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in sub-paragraph (1)(b)(ii) and (iii) were last complied with in respect of it.
- (3) The landlord is to be treated as having complied with the requirements in section 45 in relation to the deposit held in connection with the substitute occupation contract.
- (4) For the purposes of this paragraph, an occupation contract is replaced with a substitute occupation contract if –
- (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) os yw'r contract meddiannaeth sy'n cymryd lle contract arall yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol.

Pŵer i ddiwygio'r Atodlen

5 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.

- (c) the substitute occupation contract relates to the same (or substantially the same) dwelling as the preceding contract.

Power to amend Schedule

5 The Welsh Ministers may by regulations amend this Schedule.

ATODLEN 6

(a gyflwynir gan adrannau 50, 58, 115 a 119)

RHESYMOLDEB ATAL CYDSYNIAD, ETC.

RHAN 1

RHAGARWEINIOL

- 1 (1) Mae'r Atodlen hon yn gymwys at ddiben dyfarnu –
 - (a) pa un a yw'n rhesymol i landlord wrthod cydsynio i drafodiad, neu
 - (b) pa un a yw amod y mae landlord yn cydsynio yn ddarostyngedig iddo yn rhesymol.
- (2) Mae Rhan 2 yn nodi amgylchiadau y mae'n rhaid eu hystyried at y diben hwnnw, i'r graddau y maent yn berthnasol (ac i'r graddau nad oes unrhyw ofyniad arall i'w hystyried at y diben hwnnw; er enghraifft, o dan Ddeddf Hawliau Dynol 1998 (p. 42)).
- (3) Mae Rhan 3 yn nodi amgylchiadau (yn ychwanegol at y rheini sydd yn Rhan 2) y mae'n rhaid eu hystyried at y diben hwnnw mewn perthynas â mathau penodol o drafodiad, i'r graddau y maent yn berthnasol (ac i'r graddau nad oes unrhyw ofyniad arall i'w hystyried at y diben hwnnw).
- (4) Mae Rhannau 2 a 3 hefyd yn nodi amgylchiadau penodol pan fo bob amser yn rhesymol i landlord wrthod cydsynio neu osod amodau (yn ddarostyngedig i hawliau Confensiwn deiliad y contract ac unrhyw berson arall a effeithir gan benderfyniad y landlord).

RHAN 2

AMGYLCHIADAU A ALL FOD YN BERTHNASOL I RESYMOLDEB YN GYFFREDINOL

Statws contract meddiannaeth

- 2 Pa un a oes unrhyw barti i'r contract wedi cymryd camau tuag at ddod â'r contract i ben neu wedi cyflawni unrhyw weithred a all beri i'r contract ddod i ben.

Yr annedd

- 3 (1) Maint ac addasrwydd yr annedd y mae'r trafodiad yn effeithio arni.
- (2) Pa un a fydd yr annedd, o ganlyniad i'r trafodiad –
 - (a) yn annedd orlawn at ddibenion Rhan 10 o Ddeddf Tai 1985 (p. 68) (gweler adran 324 o'r Ddeddf honno),
 - (b) yn darparu llety mwy helaeth o lawer na'r hyn sydd ei angen yn rhesymol ar y personau a fydd yn meddiannu'r annedd fel cartref, neu
 - (c) yn darparu llety nad yw'n addas ar gyfer anghenion y personau a fydd yn meddiannu'r annedd fel cartref.
- (3) Pe byddai'r trafodiad yn digwydd, pa un a fyddai sail rheoli ystad yn dod ar gael i'r landlord (gweler Atodlen 8).
- (4) Os oes gan y landlord ofynion sefydledig o ran –

SCHEDULE 6
(introduced by sections 50, 58, 115 and 119)

REASONABLENESS OF WITHHOLDING CONSENT ETC.

PART 1

INTRODUCTORY

- 1 (1) This Schedule applies for the purpose of determining whether –
- (a) it is reasonable for a landlord to refuse consent to a transaction, or
 - (b) a condition subject to which a landlord gives consent is reasonable.
- (2) Part 2 sets out circumstances which must be taken into account for that purpose, to the extent that they are relevant (and to the extent that there is no other requirement to take them into account for that purpose; for example, under the Human Rights Act 1998 (c. 42)).
- (3) Part 3 sets out circumstances (in addition to those in Part 2) which must be taken into account for that purpose in relation to specific kinds of transaction, to the extent that they are relevant (and to the extent that there is no other requirement to take them into account for that purpose).
- (4) Parts 2 and 3 also set out certain circumstances in which it is always reasonable for a landlord to refuse consent or impose conditions (subject to the Convention rights of the contract-holder and any other person affected by the landlord's decision).

PART 2

CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS GENERALLY

Status of occupation contract

- 2 Whether any party to the contract has taken steps towards ending the contract or done any act which may cause the contract to end.

The dwelling

- 3 (1) The size and suitability of the dwelling affected by the transaction.
- (2) Whether, as a result of the transaction, the dwelling will –
- (a) constitute an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985 (c. 68) (see section 324 of that Act),
 - (b) provide substantially more extensive accommodation than is reasonably required by the persons who will occupy the dwelling as a home, or
 - (c) provide accommodation that is not suitable to the needs of the persons who will occupy the dwelling as a home.
- (3) Whether, if the transaction were to take place, an estate management ground would become available to the landlord (see Schedule 8).
- (4) If the landlord has established requirements as to –

- (a) nifer y personau sydd i feddiannu'r annedd y mae'r trafodiad yn effeithio arni fel cartref, neu
 - (b) oedran neu nodweddion cyffredinol y personau hynny,
- pa un a fydd y personau a fydd yn meddiannu'r annedd fel cartref yn ateb y gofynion hynny.
- (5) Ond nid yw gofynion y landlord i'w hystyried o dan is-baragraff (4) ond i'r graddau y maent yn rhesymol.

Amgylchiadau deiliad contract a meddianwyr eraill

- 4 (1) Effaith debygol y trafodiad ar –
- (a) y partïon i'r trafodiad, a
 - (b) unrhyw berson arall sy'n meddiannu'r annedd y mae'r trafodiad yn effeithio arni fel cartref, neu a fydd yn ei meddiannu fel cartref o ganlyniad i'r trafodiad.
- (2) Buddiannau ariannol deiliad y contract; ond nid yw'r is-baragraff hwn yn gymwys (yn ddarostyngedig i hawliau Confensiwn deiliad y contract) os yw'r contract meddiannaeth yn contract diogel a'r landlord yn landlord cymunedol.
- 5 (1) Ymddygiad deiliad y contract (gan gynnwys, yn benodol, pa un a yw'n cyflawni tor contract meddiannaeth neu wedi cyflawni tor contract meddiannaeth).
- (2) Os gofynnodd y landlord i ddeiliad y contract am wybodaeth er mwyn galluogi'r landlord i ymdrin â'r cais am gydsyniad, pa un a ddarparodd deiliad y contract yr wybodaeth honno.
- 6 Os yw deiliad y contract yn cyflawni tor contract meddiannaeth pan fydd yn gofyn am gydsyniad y landlord i'r trafodiad, mae'n rhesymol i'r landlord osod amod –
- (a) nad yw cydsyniad y landlord i gael effaith ond ar ôl i ddeiliad y contract beidio â bod yn torri'r contract, neu
 - (b) er gwaethaf unrhyw beth yn y Ddeddf hon neu yn y contract meddiannaeth, y bydd y person, neu y bydd yr holl bersonau, a fydd yn ddeiliaid contract yn dilyn y trafodiad, yn atebol mewn perthynas â'r tor contract.

Amgylchiadau'r landlord

- 7 (1) Buddiannau'r landlord, gan gynnwys buddiannau ariannol y landlord.
- (2) Os yw'r landlord yn landlord cymunedol, effaith debygol y trafodiad ar ei allu i gyflawni ei swyddogaethau ym maes tai.
- (3) Pa un a fyddai (ac os felly, pryd y byddai) person yn cael annedd (neu annedd debyg i'r annedd y mae'r trafodiad yn effeithio arni) gan y landlord pe na byddai'r trafodiad yn digwydd.
- (4) Os yw'n ofynnol i'r landlord gyhoeddi crynodeb o reolau o dan adran 106 o Ddeddf Tai 1985 (p. 68) (dyrannu llety tai), y rheolau hynny.
- (5) Os yw'r landlord yn awdurdod tai lleol, ei gynllun dyrannu (o fewn ystyr adran 167 o Ddeddf Tai 1996 (p. 52)) ac unrhyw wybodaeth sydd ar gael o dan adran 167(4A) o'r Ddeddf honno i berson sy'n gwneud cais am ddyraniad llety tai.

- (a) the number of persons who are to occupy the dwelling affected by the transaction as a home, or
 - (b) the age or general characteristics of those persons,
- whether the persons who will occupy the dwelling as a home will meet those requirements.
- (5) But the landlord's requirements are to be taken into account under sub-paragraph (4) only to the extent that they are reasonable.

Circumstances of contract-holder and other occupiers

- 4 (1) The probable effect of the transaction on—
- (a) the parties to the transaction, and
 - (b) any other person who occupies, or as a result of the transaction will occupy, the dwelling affected by the transaction as a home.
- (2) The financial interests of the contract-holder; but this sub-paragraph does not apply (subject to the contract-holder's Convention rights) if the occupation contract is a secure contract and the landlord is a community landlord.
- 5 (1) The conduct of the contract-holder (including, in particular, whether he or she is or has been in breach of the occupation contract).
- (2) Whether, if the landlord asked the contract-holder for information to enable the landlord to deal with the request for consent, the contract-holder provided that information.
- 6 If the contract-holder is in breach of the occupation contract when he or she requests the landlord's consent to the transaction, it is reasonable for the landlord to impose a condition that—
- (a) the landlord's consent is to take effect only after the contract-holder ceases to be in breach, or
 - (b) despite anything in this Act or the occupation contract the person, or all the persons, who will be contract-holders after the transaction are to be liable in respect of the breach.

Circumstances of landlord

- 7 (1) The landlord's interests, including the landlord's financial interests.
- (2) If the landlord is a community landlord, the probable effect of the transaction on its ability to fulfil its housing functions.
- (3) Whether (and if so, when) a person would obtain a dwelling (or a dwelling similar to the dwelling affected by the transaction) from the landlord if the transaction did not take place.
- (4) If the landlord is required to publish a summary of rules under section 106 of the Housing Act 1985 (c. 68) (allocation of housing accommodation), those rules.
- (5) If the landlord is a local housing authority, its allocation scheme (within the meaning of section 167 of the Housing Act 1996 (c. 52)) and any information available under section 167(4A) of that Act to a person applying for an allocation of housing accommodation.

- (6) Os nad yw is-baragraff (4) nac is-baragraff (5) yn gymwys ond bod gan y landlord feini prawf ar gyfer dyrannu llety, y meini prawf hynny.
- 8 (1) Mae'n rhesymol i'r landlord wrthod cydsynio i drafodiad –
- (a) os yw'r landlord yn awdurdod tai lleol, a
 - (b) os, o ganlyniad i'r trafodiad, y bydd person sy'n anghymwys (neu sydd i'w drin fel pe bai'n anghymwys) i gael llety tai wedi ei ddyrannu iddo gan y landlord yn dod yn ddeiliad contract.
- (2) Nid yw is-baragraff (1) yn gymwys i drosglwyddiad i olynydd posibl o dan adran 114 nac i ddeiliad contract diogel o dan adran 118.
- (3) Penderfynir pa un a yw person yn anghymwys, neu i'w drin fel pe bai'n anghymwys, i gael llety tai wedi ei ddyrannu iddo gan y landlord yn unol ag adran 160A o Ddeddf Tai 1996 (p. 52) a rheoliadau o dan yr adran honno.

RHAN 3

AMGYLCHIADAU A ALL FOD YN BERTHNASOL I RESYMOLDEB MEWN CYSYLLTIAD Â
THRAFODION PENODOL*Adran 49: cyd-ddeiliad contract arfaethedig*

- 9 (1) Mae'r paragraff hwn yn gymwys pan fo deiliad y contract o dan y contract meddiannaeth yn ceisio cydsyniad y landlord i ychwanegu cyd-ddeiliad contract o dan adran 49.
- (2) Pan fo'r paragraff hwn yn gymwys, rhaid i'r amgylchiadau a ganlyn (yn ogystal â'r rheini sydd yn Rhan 2) gael eu hystyried (i'r graddau y maent yn berthnasol) –
- (a) pa un a yw'r cyd-ddeiliad contract arfaethedig yn ddeiliad contract addas;
 - (b) pa un a yw'n aelod o deulu deiliad y contract (gweler adran 250) ac, os felly, natur y berthynas;
 - (c) pa un a yw'r cyd-ddeiliad contract arfaethedig yn debygol o ddod yn unig ddeiliad contract mewn perthynas â'r annedd;
 - (d) pa un a yw'r cyd-ddeiliad yn debygol, pe na bai'n cael ei wneud yn gyd-ddeiliad contract, o olynu i'r contract o dan adran 73.
- (3) Gall amgylchiadau sy'n berthnasol i is-baragraff (2)(a) gynnwys pa un a yw cyd-ddeiliad y contract –
- (a) yn debygol o gydymffurfio â'r contract, a
 - (b) wedi cydymffurfio â chontractau meddiannaeth eraill (boed fel deiliad contract o dan y contractau hynny neu fel arall).
- (4) Gall amgylchiadau sy'n berthnasol i is-baragraff (2)(c) gynnwys –
- (a) pa un a fyddai'r landlord wedi gallu gwrthod cydsynio pe byddai deiliad y contract wedi gofyn am gydsyniad y landlord i drosglwyddo'r contract i'r cyd-ddeiliad contract arfaethedig, a

- (6) If neither sub-paragraph (4) nor sub-paragraph (5) applies but the landlord has criteria for the allocation of accommodation, those criteria.
- 8 (1) The landlord's refusal of consent to a transaction is reasonable if—
- (a) the landlord is a local housing authority, and
 - (b) as a result of the transaction a person who is ineligible (or is to be treated as ineligible) for an allocation of housing accommodation by the landlord will become a contract-holder.
- (2) Sub-paragraph (1) does not apply to a transfer to a potential successor under section 114 or to a secure contract-holder under section 118.
- (3) Whether a person is ineligible, or is to be treated as ineligible, for an allocation of housing accommodation by the landlord is to be determined in accordance with section 160A of the Housing Act 1996 (c. 52) and regulations under that section.

PART 3

CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS IN RELATION TO PARTICULAR TRANSACTIONS

Section 49: proposed joint contract-holder

- 9 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.
- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
- (a) whether the proposed joint contract-holder is a suitable contract-holder;
 - (b) whether he or she is a member of the contract-holder's family (see section 250) and, if so, the nature of the relationship;
 - (c) whether the proposed joint contract-holder is likely to become a sole contract-holder in relation to the dwelling;
 - (d) whether he or she is likely, but for being made a joint contract-holder, to succeed to the contract under section 73.
- (3) Circumstances relevant to sub-paragraph (2)(a) may include whether the proposed joint contract-holder—
- (a) is likely to comply with the contract, and
 - (b) has complied with other occupation contracts (whether as contract-holder under those contracts or otherwise).
- (4) Circumstances relevant to sub-paragraph (2)(c) may include—
- (a) whether the landlord would have been able to refuse consent if the contract-holder requested the landlord's consent to a transfer of the contract to the proposed joint contract-holder, and

- (b) unrhyw amgylchiadau a fyddai'n berthnasol pe byddai'r landlord yn ystyried pa un ai wneud contract meddiannaeth newydd gyda'r person hwnnw mewn perthynas â'r annedd ai peidio.
- (5) Gall amgylchiadau sy'n berthnasol i is-baragraff (2)(d) gynnwys effaith debygol rhoi cydsyniad ar—
 - (a) y personau a all fod yn gymwys i olynu i'r contract meddiannaeth yn y dyfodol, a
 - (b) y cyfnod y mae'r contract meddiannaeth yn debygol o barhau i fod mewn grym os oes un neu ragor o'r personau hynny yn olynu iddo.
- 10 (1) Mae'r paragraff hwn yn gymwys pan fo deiliad y contract o dan y contract meddiannaeth yn ceisio cydsyniad y landlord i ychwanegu cyd-ddeiliad contract o dan adran 49.
- (2) Os yw'r landlord o'r farn mai effaith debygol rhoi cydsyniad yw ymestyn yn sylweddol y cyfnod y mae'r contract meddiannaeth yn debygol o barhau mewn grym, mae'n rhesymol i'r landlord osod yr amod a grybwyllir yn is-baragraff (3).
- (3) Yr amod yw bod cyd-ddeiliad y contract i'w drin at ddibenion y Ddeddf hon fel olynydd â blaenoriaeth neu fel olynydd wrth gefn mewn perthynas â'r contract meddiannaeth.

Adran 114: trosglwyddiad i olynydd posibl mewn perthynas â chontract diogel

- 11 (1) Mae'r paragraff hwn yn gymwys os yw deiliad contract o dan gontract diogel yn ceisio cydsyniad y landlord i drosglwyddo'r contract i olynydd posibl yn unol ag adran 114.
- (2) Pan fo'r paragraff hwn yn gymwys, rhaid i'r amgylchiadau a ganlyn (yn ogystal â'r rheini sydd yn Rhan 2) gael eu hystyried (i'r graddau y maent yn berthnasol)—
 - (a) effaith debygol rhoi cydsyniad o ran y personau a all fod yn gymwys i olynu i'r contract meddiannaeth yn y dyfodol, a
 - (b) y cyfnod y mae'r contract meddiannaeth yn debygol o barhau i fod mewn grym os oes un neu ragor o'r personau hynny yn olynu iddo.
- 12 (1) Mae'r paragraff hwn yn gymwys os yw deiliad contract o dan gontract diogel yn ceisio cydsyniad y landlord i drosglwyddo'r contract i olynydd posibl yn unol ag adran 114.
- (2) Os yw'r landlord o'r farn mai effaith debygol rhoi cydsyniad yw ymestyn yn sylweddol y cyfnod y mae'r contract meddiannaeth yn debygol o barhau mewn grym, mae'n rhesymol i'r landlord osod yr amod a grybwyllir yn is-baragraff (3).
- (3) Yr amod yw bod yr olynydd posibl i'w drin at ddibenion y Ddeddf hon fel olynydd â blaenoriaeth neu fel olynydd wrth gefn mewn perthynas â'r contract meddiannaeth.

Adran 118: trosglwyddiad i ddeiliad contract diogel mewn perthynas â chontract diogel gyda landlord cymunedol

- 13 (1) Mae'r paragraff hwn yn gymwys os yw deiliad contract o dan gontract diogel ("y trosglwyddwr") yn ceisio trosglwyddo'r contract yn unol ag adran 118 i berson ("y trosglwyddai") sy'n ddeiliad contract o dan gontract diogel arall.

- (b) any circumstances that would be relevant if the landlord were considering whether to make a new occupation contract in relation to the dwelling with that person.
- (5) Circumstances relevant to sub-paragraph (2)(d) may include the probable effect of giving consent as regards –
 - (a) the persons who may in future be qualified to succeed to the occupation contract, and
 - (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- 10 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord’s consent to adding a joint contract-holder under section 49.
- (2) If the landlord considers that the probable effect of giving consent is to substantially lengthen the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (3).
- (3) The condition is that the joint contract-holder is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

Section 114: transfer to potential successor in relation to a secure contract

- 11 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord’s consent to a transfer of the contract to a potential successor in accordance with section 114.
- (2) Where this paragraph applies the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant) –
 - (a) the probable effect of giving consent as regards the persons who may in future be qualified to succeed to the occupation contract, and
 - (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- 12 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord’s consent to a transfer of the contract to a potential successor in accordance with section 114.
- (2) If the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (3).
- (3) The condition is that the potential successor is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

Section 118: transfer to secure contract-holder in relation to a secure contract with a community landlord

- 13 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.

- (2) Pan fo'r paragraff hwn yn gymwys, rhaid i'r amgylchiadau a ganlyn (yn ogystal â'r rheini sydd yn Rhan 2) gael eu hystyried (i'r graddau y maent yn berthnasol) –
 - (a) pa un a yw'r trosglwyddiad i fod yn rhan o gyfres o drafodion ac, os ydyw, yr holl amgylchiadau sy'n ymwneud â'r trafodion eraill y bwriedir iddynt fod yn rhan o'r gyfres (gweler hefyd baragraff 14(2)), a
 - (b) pa un a yw'r trosglwyddai yn olynnydd â blaenoriaeth neu'n olynnydd wrth gefn mewn perthynas â'r contract diogel y mae'n ddeiliad contract oddi tano cyn y trosglwyddiad (gweler hefyd baragraff 14(3)).
- 14 (1) Mae'r paragraff hwn yn gymwys os yw deiliad contract o dan gontract diogel ("y trosglwyddwr") yn ceisio trosglwyddo'r contract yn unol ag adran 118 i berson ("y trosglwyddai") sy'n ddeiliad contract o dan gontract diogel arall.
- (2) Os yw'r trosglwyddiad i fod yn rhan o gyfres o drafodion mae'n rhesymol gosod amod na chaiff y trosglwyddiad ddigwydd oni fydd y trafodion eraill yn digwydd.
- (3) Os yw'r trosglwyddai yn olynnydd â blaenoriaeth neu'n olynnydd wrth gefn mewn perthynas â'r contract diogel y mae'n ddeiliad contract oddi tano cyn y trosglwyddiad, mae'n rhesymol gosod amod yn ei gwneud yn ofynnol i'r trosglwyddai gael ei drin at ddibenion y Ddeddf hon fel olynnydd o'r math hwnnw mewn perthynas â'r contract diogel a drosglwyddir iddo gan y trosglwyddwr.

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- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant) –
- (a) whether the transfer is to be part of a series of transactions and, if it is, all the circumstances relating to the other transactions intended to be part of the series (see also paragraph 14(2)), and
 - (b) whether the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer (see also paragraph 14(3)).
- 14 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) If the transfer is to be part of a series of transactions it is reasonable to impose a condition that the transfer may take place only if the other transactions take place.
- (3) If the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer, it is reasonable to impose a condition requiring that the transferee is to be treated for the purposes of this Act as a successor of that kind in relation to the secure contract transferred to him or her by the transferor.

ATODLEN 7

(a gyflwynir gan adrannau 116 a 117)

CONTRACTAU SAFONOL YMDDYGIAD GWAHARDDDEDIG

Y weithdrefn pan wneir cais am orchymyn o dan adran 116

- 1 (1) Ni chaiff y llys wrando ar gais landlord am orchymyn o dan adran 116 oni bai—
 - (a) bod y landlord wedi rhoi hysbysiad i ddeiliad y contract o fwriad y landlord i wneud cais am orchymyn o'r fath, neu
 - (b) bod y llys o'r farn ei bod yn rhesymol hepgor y gofyniad i roi hysbysiad.
- (2) Rhaid i hysbysiad o dan is-baragraff (1) roi manylion yr ymddygiad y ceisir y gorchymyn mewn perthynas ag ef a datgan na chaniateir dwyn achos—
 - (a) cyn y diwrnod a bennir yn yr hysbysiad, na
 - (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y rhoddir yr hysbysiad i ddeiliad y contract.
- (3) Caniateir pennu, at ddibenion is-baragraff (2)(a), y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract.
- (4) Caiff y landlord, yn yr un achos, wneud cais i'r llys am orchymyn o dan adran 116 a gwneud hawliad meddiant.

Telerau contract safonol ymddygiad gwaharddedig

- 2 (1) Mae'r paragraff hwn yn gymwys pan fo contract safonol cyfnodol yn cael ei greu drwy orchymyn o dan adran 116.
- (2) Os yw'r landlord a deiliad y contract yn cytuno ar delerau'r contract safonol cyfnodol, telerau'r contract yw'r telerau y cytunwyd arnynt.
- (3) Mae is-baragraff (2) yn ddarostyngedig i ddarpariaethau'r Ddeddf hon ynghylch ymgorffori darpariaethau sylfaenol ac atodol.
- (4) Os nad yw'r landlord a deiliad y contract yn cytuno ar delerau'r contract safonol cyfnodol—
 - (a) mae'r darpariaethau sylfaenol ac atodol sy'n gymwys i gontractau safonol cyfnodol wedi eu hymgorffori fel telerau o'r contract heb eu haddasu,
 - (b) mae unrhyw un neu ragor o delerau'r contract sy'n anghydnaws â'r darpariaethau sylfaenol neu atodol hynny yn peidio â chael effaith, ac
 - (c) fel arall, mae telerau'r contract safonol cyfnodol yr un fath â thelerau'r contract diogel.
- (5) Pa un a yw'r landlord a deiliad y contract yn cytuno ar delerau'r contract safonol cyfnodol ai peidio, mae'n un o delerau'r contract—
 - (a) bod unrhyw ôl-ddyledion rhent sy'n daladwy pan ddaw'r contract diogel i ben yn dod yn daladwy o dan y contract safonol cyfnodol, a

SCHEDULE 7
(introduced by sections 116 and 117)

PROHIBITED CONDUCT STANDARD CONTRACTS

Procedure on application for an order under section 116

- 1 (1) The court may not hear a landlord's application for an order under section 116 unless—
 - (a) the landlord has given notice to the contract-holder of the landlord's intention to apply for such an order, or
 - (b) the court considers it reasonable to dispense with the requirement of notice.
- (2) A notice under sub-paragraph (1) must give particulars of the conduct in respect of which the order is sought and state that proceedings may not be brought—
 - (a) before the day specified in the notice, or
 - (b) after the end of the period of six months starting with the day on which the notice is given to the contract-holder.
- (3) The day specified for the purposes of sub-paragraph (2)(a) may be the day on which the notice is given to the contract-holder.
- (4) The landlord may, in the same proceedings, apply to the court for an order under section 116 and make a possession claim.

Terms of prohibited conduct standard contract

- 2 (1) This section applies where a periodic standard contract is created by an order under section 116.
- (2) If the landlord and the contract-holder agree the terms of the periodic standard contract, the terms of the contract are the terms agreed.
- (3) Sub-paragraph (2) is subject to the provisions of this Act about the incorporation of fundamental and supplementary provisions.
- (4) If the landlord and the contract-holder do not agree the terms of the periodic standard contract—
 - (a) the fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the contract without modification,
 - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
 - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract.
- (5) Whether or not the landlord and contract holder agree the terms of the periodic standard contract, it is a term of the contract that—
 - (a) any arrears of rent payable at the end of the secure contract become payable under the periodic standard contract, and

- (b) bod unrhyw rent a dalwyd ymlaen llaw neu a ordalwyd ar ddiwedd y contract diogel yn cael ei roi tuag at atebolrwydd deiliad y contract i dalu rhent o dan y contract safonol cyfnodol.
- (6) Nid yw'r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys.
- (7) Mae adran 151(3) (gofyniad i hysbysu deiliad y contract am yr hawl i wneud cais am adolygiad gan y landlord o dan adran 202) yn darparu bod yr adran honno yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol ymddygiad gwaharddedig.
- (8) Mae contractau safonol ymddygiad gwaharddedig o fewn Atodlen 9; o ganlyniad nid yw adran 175 (cyfyngiad ar roi hysbysiad y landlord yn ystod pedwar mis cyntaf meddiannaeth) wedi ei hymgorffori fel un o delerau contract safonol ymddygiad gwaharddedig.

Y cyfnod prawf

- 3 (1) Y cyfnod prawf, mewn perthynas â chontract meddiannaeth sy'n gontract safonol cyfnodol oherwydd gorchymyn o dan adran 116—
 - (a) yw'r cyfnod o 12 mis sy'n dechrau â dyddiad meddiannu'r contract (gweler adran 116(2)(b)), neu
 - (b) os oes estyniad o dan baragraff 4, yw'r cyfnod o 18 mis sy'n dechrau â dyddiad meddiannu'r contract.
- (2) Os yw'r landlord yn rhoi hysbysiad i ddeiliad y contract y bydd y cyfnod prawf yn dod i ben cyn yr adeg y byddai'n dod i ben o dan is-baragraff (1), daw'r cyfnod i ben ar y dyddiad a bennir yn yr hysbysiad.
- (3) Os yw'r llys, o dan baragraff 7, yn gorchymyn y bydd y cyfnod prawf yn dod i ben cyn yr adeg y byddai'n dod i ben o dan is-baragraff (1), daw'r cyfnod i ben ar y dyddiad a bennir yn y gorchymyn.
- (4) Os yw is-baragraffau (2) a (3) ill dau yn gymwys, daw'r cyfnod i ben ar y dyddiad a bennir yn yr hysbysiad neu ar y dyddiad a bennir yn y gorchymyn, pa un bynnag sydd gynharaf.
- (5) Mae is-baragraff (6) yn gymwys yn lle is-baragraffau (1) i (4) os, ar ddiwedd yr hyn fyddai'r cyfnod prawf o dan yr is-baragraffau hynny—
 - (a) oes hawliad meddiant a wnaed gan y landlord mewn perthynas â'r annedd heb ei gwblhau, neu
 - (b) yw'r landlord wedi rhoi hysbysiad adennill meddiant neu hysbysiad o dan adran 173 (hysbysiad y landlord i derfynu'r contract) i ddeiliad y contract, ac nad yw'r cyfnod y caiff y landlord wneud hawliad meddiant cyn iddo ddod i ben wedi dod i ben.
- (6) Pan fo'r is-baragraff hwn yn gymwys, y cyfnod prawf yw'r cyfnod sy'n dechrau â dyddiad meddiannu'r contract ac sy'n dod i ben—
 - (a) pan geir digwyddiad perthnasol, neu
 - (b) os na cheir digwyddiad perthnasol, yn union ar ôl i'r contract ddod i ben.

- (b) any rent paid in advance or overpaid at the end of the secure contract is credited to the contract-holder's liability to pay rent under the periodic standard contract.
- (6) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.
- (7) Section 151(3) (requirement to inform contract-holder of right to apply for landlord's review under section 202) provides that that section is a fundamental provision which is incorporated as a term of all prohibited conduct standard contracts.
- (8) Prohibited conduct standard contracts are within Schedule 9; accordingly section 175 (restriction on giving landlord's notice during first four months of occupation) is not incorporated as a term of a prohibited conduct standard contract.

Probation period

- 3 (1) The probation period, in relation to an occupation contract which is a periodic standard contract because of an order under section 116, is –
 - (a) the period of 12 months starting with the occupation date of the contract (see section 116(2)(b)), or
 - (b) if there is an extension under paragraph 4, the period of 18 months starting with the occupation date of the contract.
- (2) If the landlord gives the contract-holder notice that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the notice.
- (3) If under paragraph 7 the court orders that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the order.
- (4) If sub-paragraphs (2) and (3) both apply, the period ends on the earlier of the date specified in the notice and the date specified in the order.
- (5) Sub-paragraph (6) applies instead of sub-paragraphs (1) to (4) if, at what would be the end of probation period under those sub-paragraphs –
 - (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice under section 173 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.
- (6) Where this sub-paragraph applies, the probation period is the period starting with the occupation date of the contract and ending –
 - (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.

- (7) Mewn achos sydd o fewn is-baragraff (5)(a) y digwyddiad perthnasol yw hawliad meddiant yn cael ei ddyfarnu o blaid deiliad y contract.
- (8) Mewn achos sydd o fewn is-baragraff (5)(b) mae pob un o'r canlynol yn ddigwyddiad perthnasol –
 - (a) tynnu'r hysbysiad yn ôl;
 - (b) y cyfnod yn dod i ben heb fod hawliad meddiant wedi ei wneud;
 - (c) hawliad meddiant a wnaed gan ddibynnu ar yr hysbysiad yn cael ei ddyfarnu o blaid deiliad y contract.
- (9) Os daw landlord preifat heblaw elusen gofrestredig yn landlord o dan y contract cyn yr adeg y byddai'r cyfnod prawf yn dod i ben oni bai am yr is-baragraff hwn, daw'r cyfnod prawf i ben.

Ymestyn y cyfnod prawf

- 4 (1) Caniateir i'r landlord ymestyn y cyfnod prawf i'r cyfnod o 18 mis sy'n dechrau â dyddiad meddiannu'r contract drwy roi hysbysiad o estyniad i ddeiliad y contract.
- (2) Rhaid rhoi'r hysbysiad o estyniad i ddeiliad y contract o leiaf wyth wythnos cyn y dyddiad y byddai'r cyfnod prawf yn dod i ben o dan baragraff 3(1)(a).
- (3) Rhaid i'r hysbysiad o estyniad ddatgan bod y landlord wedi penderfynu ymestyn y cyfnod prawf, a nodi'r rhesymau dros y penderfyniad hwnnw.
- (4) Rhaid i'r hysbysiad o estyniad hefyd hysbysu deiliad y contract bod ganddo hawl i ofyn am adolygiad o dan baragraff 5 o benderfyniad y landlord i ymestyn y cyfnod prawf, a'i hysbysu erbyn pryd y mae'n rhaid gwneud y cais.
- (5) Wrth benderfynu ymestyn y cyfnod prawf, caiff y landlord ystyried –
 - (a) ymddygiad deiliad y contract (neu, os oes cyd-ddeiliaid contract, ymddygiad unrhyw un neu ragor ohonynt), a
 - (b) ymddygiad unrhyw berson yr ymddengys i'r landlord ei fod yn byw yn yr annedd.
- (6) Caiff landlord ystyried ymddygiad person o dan is-baragraff (5)(b) pa un a yw'r person yn byw yn barhaol yn yr annedd ai peidio, ac ym mha rinwedd bynnag y mae'r person yn byw yn yr annedd.
- (7) Caiff Gweinidogion Cymru ddiwygio is-baragraff (2) drwy reoliadau at ddiben newid pryd y mae'n rhaid rhoi hysbysiad o estyniad i ddeiliad contract; mae'r pŵer o dan adran 256(2) i wneud diwygiadau canlyniadol yn cynnwys, o ran ei gymhwyso i reoliadau o dan yr is-baragraff hwn, y pŵer i wneud diwygiadau canlyniadol i'r Atodlen hon.

Adolygiad y landlord o benderfyniad i ymestyn cyfnod prawf

- 5 (1) Os yw landlord yn rhoi hysbysiad o estyniad o dan baragraff 4, caiff deiliad y contract ofyn i'r landlord gynnal adolygiad o'r penderfyniad i roi'r hysbysiad.
- (2) Rhaid gwneud y cais i'r landlord cyn diwedd y cyfnod o 14 diwrnod (neu unrhyw gyfnod hwy a ganiateir mewn ysgrifen gan y landlord) sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad o estyniad i ddeiliad y contract.

- (7) In a case within sub-paragraph (5)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (8) In a case within sub-paragraph (5)(b) each of the following is a relevant event –
 - (a) withdrawal of the notice;
 - (b) the period ending without a possession claim having been made;
 - (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.
- (9) If a private landlord other than a registered charity becomes the landlord under the contract before the time at which the probation period would end apart from this sub-paragraph, the probation period ends.

Extending probation period

- 4 (1) The landlord may extend the probation period to the period of 18 months starting with the occupation date of the contract by giving the contract-holder a notice of extension.
- (2) The notice of extension must be given to the contract-holder at least eight weeks before the date on which the probation period would end under paragraph 3(1)(a).
- (3) The notice of extension must state that the landlord has decided to extend the probation period, and set out the reasons for the landlord's decision.
- (4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 5 of the landlord's decision to extend the probation period, and of the time by which the request must be made.
- (5) In making the decision to extend the probation period, the landlord may take into account –
 - (a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and
 - (b) the conduct of any person who appears to the landlord to live in the dwelling.
- (6) A landlord may take into account a person's conduct under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (7) The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder; the power under section 256(2) to make consequential amendments includes, in its application to regulations under this sub-paragraph, the power to make consequential amendments to this Schedule.

Landlord's review of decision to extend probation period

- 5 (1) If a landlord gives a notice of extension under paragraph 4, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
- (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.

- (3) Os yw deiliad y contract yn gofyn am adolygiad yn unol ag is-baragraff (2), rhaid i'r landlord gynnal yr adolygiad.
- (4) Yn dilyn adolygiad, caiff y landlord –
 - (a) cadarnhau'r penderfyniad i roi'r hysbysiad, neu
 - (b) gwrthdroi'r penderfyniad.
- (5) Rhaid i'r landlord hysbysu deiliad y contract o ganlyniad yr adolygiad cyn y dyddiad y byddai'r cyfnod prawf yn dod i ben o dan baragraff 3(1)(a).
- (6) Os yw'r landlord yn cadarnhau'r penderfyniad, rhaid i'r hysbysiad –
 - (a) nodi'r rhesymau dros y cadarnhad, a
 - (b) hysbysu deiliad y contract bod ganddo hawl i wneud cais am adolygiad yn y llys sirol o dan baragraff 6, ac erbyn pryd y mae'n rhaid gwneud y cais.
- (7) Caiff Gweinidogion Cymru ragnodi'r weithdrefn sydd i'w dilyn mewn cysylltiad ag adolygiad o dan y paragraff hwn.
- (8) Caiff rheoliadau o dan is-baragraff (7), ymysg pethau eraill –
 - (a) ei gwneud yn ofynnol i'r adolygiad gael ei gynnal gan berson o safle uwch priodol nad yw wedi bod yn ymwneud â'r penderfyniad, a
 - (b) dynodi amgylchiadau pan fo hawl gan ddeiliad contract i wrandawriad llafar, a dynodi a ganiateir iddo gael ei gynrychioli mewn gwrandawriad o'r fath, a chan bwy.

Adolygiad y llys sirol o benderfyniad i ymestyn cyfnod prawf

- 6 (1) Mae'r paragraff hwn yn gymwys os yw landlord, yn dilyn cais am adolygiad a wneir yn unol â pharagraff 5(2) –
 - (a) yn rhoi hysbysiad o dan baragraff 5(5) yn hysbysu deiliad y contract bod y landlord wedi penderfynu cadarnhau penderfyniad i roi hysbysiad o estyniad o dan baragraff 4, neu
 - (b) yn methu â rhoi hysbysiad yn unol â pharagraff 5(5).
- (2) Caiff deiliad y contract wneud cais i'r llys sirol am adolygiad o'r penderfyniad i roi'r hysbysiad o estyniad.
- (3) Rhaid gwneud y cais –
 - (a) cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad i ddeiliad y contract o dan baragraff 5(5), neu
 - (b) os na roddwyd hysbysiad yn unol â pharagraff 5(5), cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod ar ôl y dyddiad erbyn pryd yr oedd yn ofynnol i'r landlord roi hysbysiad o dan yr is-baragraff hwnnw.
- (4) Caiff y llys sirol roi caniatâd i gais gael ei wneud ar ôl diwedd y cyfnod a ganiateir gan is-baragraff (3), ond dim ond os yw'n fodlon –
 - (a) os ceisir caniatâd cyn diwedd y cyfnod hwnnw, bod rheswm da nad yw deiliad y contract yn gallu gwneud y cais mewn pryd, neu

- (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
- (4) Following a review, the landlord may –
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
- (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the probation period would end under paragraph 3(1)(a).
- (6) If the landlord confirms the decision, the notice must –
 - (a) set out the reasons for the confirmation, and
 - (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 6, and of the time by which the application must be made.
- (7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
- (8) Regulations under sub-paragraph (7) may, amongst other things –
 - (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
 - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

County court review of decision to extend probation period

- 6 (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 5(2) –
 - (a) gives notice under paragraph 5(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 4, or
 - (b) fails to give a notice in accordance with paragraph 5(5).
- (2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.
- (3) The application must be made –
 - (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder notice under paragraph 5(5), or
 - (b) if no notice has been given in accordance with paragraph 5(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied –
 - (a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or

- (b) os ceisir caniatâd ar ôl hynny, bod rheswm da bod deiliad y contract wedi methu â gwneud y cais mewn pryd ac am unrhyw oedi cyn gwneud cais am ganiatâd.
- (5) Caiff y llys sirol gadarnhau neu ddiddymu'r penderfyniad i roi'r hysbysiad o estyniad.
- (6) Wrth ystyried a ddylai gadarnhau neu ddiddymu'r penderfyniad, rhaid i'r llys sirol gymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys pan wneir cais am adolygiad barnwrol.
- (7) Os yw'r llys sirol yn diddymu'r penderfyniad –
 - (a) nid oes unrhyw effaith i'r hysbysiad o estyniad, a
 - (b) caiff y llys sirol wneud unrhyw orchymyn y gallai'r Uchel Lys ei wneud wrth wneud gorchymyn diddymu ar gais am adolygiad barnwrol.
- (8) Os yw'r llys sirol yn diddymu'r penderfyniad a bod y landlord yn rhoi hysbysiad pellach o estyniad i ddeiliad y contract o dan baragraff 4 cyn diwedd y cyfnod ôl-adolygiad –
 - (a) mae'r hysbysiad yn cael effaith fel pe bai wedi ei roi yn unol â pharagraff 4(2) (ac eithrio at ddibenion paragraff 5(2)), a
 - (b) mae paragraff 5(5) i'w ddarllen fel pe bai'n ei gwneud yn ofynnol i'r landlord hysbysu deiliad y contract am ganlyniad adolygiad o dan y paragraff hwnnw cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y gofynnodd deiliad y contract am yr adolygiad.
- (9) Y cyfnod ôl-adolygiad yw'r cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y mae'r llys sirol yn diddymu'r penderfyniad.

Cais i'r llys i derfynu'r cyfnod prawf

- 7
- (1) Caiff deiliad y contract o dan gontract meddiannaeth sy'n gontract safonol cyfnodol oherwydd gorchymyn o dan adran 116 wneud cais i'r llys am orchymyn sy'n dod â'r cyfnod prawf i ben cyn yr adeg y byddai'n dod i ben o dan baragraff 3(1).
 - (2) Caniateir gwneud y cais ar unrhyw adeg ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â dyddiad meddiannu'r contract (gweler adran 116(2)(b)).
 - (3) Caiff y llys ddod â'r cyfnod prawf i ben, ond dim ond os yw'n fodlon –
 - (a) nad oes angen mwyach i ddeiliad y contract feddiannu o dan gontract safonol cyfnodol, neu
 - (b) nad yw'r landlord wedi sicrhau bod rhaglen briodol o gymorth cymdeithasol ar gael i ddeiliad y contract a'i bod yn annhebygol y bydd cymorth o'r fath ar gael.

Telerau contract diogel a oedd yn gontract safonol ymddygiad gwaharddedig

- 8
- (1) Mae'r paragraff hwn yn gymwys pan fo contract safonol ymddygiad gwaharddedig yn dod i ben ac yn cael ei ddisodli gan gontract diogel am fod y cyfnod prawf wedi dod i ben.
 - (2) Os yw'r landlord a deiliad y contract wedi cytuno ar yr hyn fydd telerau'r contract diogel yn yr achos hwnnw, telerau'r contract yw'r telerau y cytunwyd arnynt.
 - (3) Mae is-baragraff (2) yn ddarostyngedig i ddarpariaethau'r Ddeddf hon ynghylch ymgorffori darpariaethau sylfaenol ac atodol.

- (b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.
- (5) The county court may confirm or quash the decision to give the notice of extension.
- (6) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court quashes the decision –
 - (a) the notice of extension is of no effect, and
 - (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
- (8) If the county court quashes the decision and the landlord gives the contract-holder a further notice of extension under paragraph 4 before the end of the post-review period –
 - (a) the notice has effect as if given in accordance with paragraph 4(2) (other than for the purposes of paragraph 5(2)), and
 - (b) paragraph 5(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

Application to court to end probation period

- 7
- (1) The contract-holder under an occupation contract which is a periodic standard contract because of an order under section 116 may apply to the court for an order ending the probation period before the time at which it would end under paragraph 3(1).
 - (2) The application may be made at any time after the end of the period of six months starting with the occupation date of the contract (see section 116(2)(b)).
 - (3) The court may end the probation period only if it is satisfied that –
 - (a) it is no longer necessary for the contract-holder to occupy under a periodic standard contract, or
 - (b) the landlord has not made an appropriate programme of social support available to the contract-holder and it is unlikely that such support will be made available.

Terms of secure contract that was a prohibited conduct standard contract

- 8
- (1) This paragraph applies where a prohibited conduct standard contract ends and is replaced with a secure contract because the probation period has ended.
 - (2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.
 - (3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.

- (4) Os nad yw'r landlord a deiliad y contract wedi cytuno ar yr hyn fydd telerau'r contract diogel yn yr achos hwnnw –
- (a) mae'r darpariaethau sylfaenol ac atodol sy'n gymwys i gontractau diogel a wneir gyda'r landlord wedi eu hymgorffori fel telerau'r contract heb eu haddasu,
 - (b) mae unrhyw un neu ragor o delerau'r contract sy'n anghydnaws â'r darpariaethau sylfaenol neu atodol hynny yn peidio â chael effaith, ac
 - (c) fel arall, mae telerau'r contract diogel yr un fath â thelerau'r contract safonol ymddygiad gwaharddedig.
- (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.

-
- (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event—
 - (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,
 - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
 - (c) otherwise, the terms of the secure contract are the same as the terms of the prohibited conduct standard contract.
 - (5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.

ATODLEN 8
(a gyflwynir gan adrannau 160 a 162)

SEILIAU RHEOLI YSTAD

RHAN 1

Y SEILIAU

SEILIAU AILDDATBLYGU

Sail A (gwaith adeiladu)

- 1 Mae'r landlord yn bwriadu, o fewn cyfnod rhesymol o adennill meddiant o'r annedd –
- (a) dymchwel neu ailadeiladu'r adeilad neu ran o'r adeilad sy'n cynnwys yr annedd, neu
 - (b) gwneud gwaith ar yr adeilad hwnnw neu ar dir sy'n cael ei drin fel rhan o'r annedd,
- ac ni all wneud hynny'n rhesymol heb adennill meddiant o'r annedd.

Sail B (cynlluniau ailddatblygu)

- 2 (1) Mae'r sail hon yn codi os yw'r annedd yn bodloni'r amod cyntaf neu'r ail amod.
- (2) Yr amod cyntaf yw bod yr annedd mewn ardal sy'n ddarostyngedig i gynllun ailddatblygu a gymeradwywyd yn unol â Rhan 2 o'r Atodlen hon, a bod y landlord yn bwriadu gwaredu'r annedd yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant.
- (3) Yr ail amod yw bod rhan o'r annedd mewn ardal o'r fath a bod y landlord yn bwriadu gwaredu'r rhan honno yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant, a'i bod yn rhesymol i feddiant o'r annedd fod yn ofynnol ganddo at y diben hwnnw.

SEILIAU LLETY ARBENNIG

Sail C (elusennau)

- 3 (1) Mae'r landlord yn elusen a byddai'r ffaith bod deiliad y contract yn parhau i feddiannu'r annedd yn gwrthdaro ag amcanion yr elusen.
- (2) Ond nid yw'r sail hon ar gael i'r landlord ("L") oni bai, ar yr adeg y gwnaed y contract ac ar bob adeg wedi hynny, bod y person yn safle'r landlord (boed L neu berson arall) yn elusen.
- (3) Yn y paragraff hwn mae i "elusen" yr un ystyr â "charity" yn Neddf Elusennau 2011 (p. 25) (gweler adran 1 o'r Ddeddf honno).

SCHEDULE 8
(introduced by sections 160 and 162)

ESTATE MANAGEMENT GROUNDS

PART 1

THE GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within a reasonable time of obtaining possession of the dwelling—
- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
 - (b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

- 2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.
- (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
- (3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

- 3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
- (2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
- (3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Sail D (annedd sy'n addas i bobl anabl)

- 4 Mae'r annedd yn cynnwys nodweddion sy'n sylweddol wahanol i'r rheini a geir mewn anheddau cyffredin ac sydd wedi eu cynllunio i'w gwneud yn addas i'w meddiannu gan berson sydd ag anabledau corfforol ac sydd angen llety o fath a ddarperir gan yr annedd ac –
- (a) nid oes mwyach berson o'r fath yn byw yn yr annedd, a
 - (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o'r fath (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

Sail E (cymdeithasau tai ac ymddiriedolaethau tai: pobl y mae'n anodd eu cartrefu)

- 5 (1) Mae'r landlord yn gymdeithas dai neu'n ymddiriedolaeth dai sy'n darparu anheddau sydd ond ar gyfer eu meddiannu (boed ar eu pen eu hunain neu gydag eraill) gan bobl y mae'n anodd eu cartrefu, ac –
- (a) naill ai nid oes person o'r fath yn byw yn yr annedd mwyach neu mae awdurdod tai lleol wedi cynnig yr hawl i ddeiliad y contract feddiannu annedd arall o dan contract diogel, a
 - (b) mae angen yr annedd ar y landlord ar gyfer ei meddiannu gan berson o'r fath (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).
- (2) Mae person yn anodd ei gartrefu os yw amgylchiadau'r person hwnnw (ac eithrio ei amgylchiadau ariannol) yn ei gwneud yn arbennig o anodd iddo fodloni ei angen am gartref.

Sail F (grwpiau o anheddau ar gyfer pobl sydd ag anghenion arbennig)

- 6 Mae'r annedd yn ffurfio rhan o grŵp o anheddau y mae'n arfer gan y landlord eu cynnig i'w meddiannu gan bersonau sydd ag anghenion arbennig ac –
- (a) mae gwasanaeth cymdeithasol neu gyfleuster arbennig yn cael ei ddarparu yn agos at y grŵp o anheddau er mwyn cynorthwyo personau sydd â'r anghenion arbennig hynny,
 - (b) nid oes person sydd â'r anghenion arbennig hynny yn byw yn yr annedd mwyach, ac
 - (c) mae angen yr annedd ar y landlord ar gyfer ei meddiannu gan berson sydd â'r anghenion arbennig hynny (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

SEILIAU TANFEDDIANNAETH

Sail G (olynwyr wrth gefn)

- 7 Mae deiliad y contract wedi olynu i'r contract meddiannaeth o dan adran 73 fel olynnydd wrth gefn (gweler adrannau 76 a 77), ac mae'r llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad y contract.

Sail H (cyd-ddeiliaid contract)

- 8 (1) Mae'r sail hon yn codi os bodlonir yr amod cyntaf a'r ail amod.

Ground D (dwelling suitable for disabled people)

- 4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and –
- (a) there is no longer such a person living in the dwelling, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person’s family).

Ground E (housing associations and housing trusts: people difficult to house)

- 5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and –
- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person’s family).
- (2) A person is difficult to house if that person’s circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

- 6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and –
- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
 - (b) there is no longer a person with those special needs living in the dwelling, and
 - (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

- 8 (1) This ground arises if the first condition and the second condition are met.

- (2) Yr amod cyntaf yw bod hawliau a rhwymedigaethau cyd-ddeiliad contract o dan y contract wedi eu terfynu yn unol ag –
- (a) adran 111, 130 neu 138 (tynnu'n ôl), neu
 - (b) adran 225, 227 neu 230 (gwahardd).
- (3) Yr ail amod yw –
- (a) bod y llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad (neu ddeiliaid) y contract sy'n weddill, neu
 - (b) pan fo'r landlord yn landlord cymunedol, nad yw deiliad (neu ddeiliaid) y contract sy'n weddill yn bodloni meini prawf y landlord ar gyfer dyrannu llety tai.

RHESYMAU RHEOLI YSTAD ERAILL

Sail I (rhesymau rheoli ystad eraill)

- 9 (1) Mae'r sail hon yn codi pan fo'n ddymunol i'r landlord adennill meddiant o'r annedd am ryw reswm rheoli ystad sylweddol arall.
- (2) Caiff rheswm rheoli ystad, yn benodol, ymwneud ag –
- (a) yr annedd i gyd neu ran ohoni, neu
 - (b) unrhyw fangre arall sydd gan y landlord y mae'r annedd yn gysylltiedig â hi, boed oherwydd agosrwydd neu oherwydd y dibenion y'i defnyddir ar eu cyfer, neu mewn unrhyw ffordd arall.

DARPARIAETH SYLFAENOL

Darpariaeth sylfaenol sy'n gymwys i bob contract meddiannaeth

- 10 Mae'r Rhan hon o'r Atodlen hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract meddiannaeth.

RHAN 2

CYMERADWYO CYNLLUNIAU AILDDATBLYGU AT DDIBENION SAIL B

Cymeradwyo cynllun a chymeradwyo amrywio cynllun

- 11 (1) Caiff Gweinidogion Cymru, ar gais gan landlord, gymeradwyo at ddibenion Sail B o'r seiliau rheoli ystad gynllun ar gyfer gwaredu ac ailddatblygu ardal o dir sy'n ffurfio neu'n cynnwys y cyfan neu ran o annedd sy'n ddarostyngedig i gontract meddiannaeth.
- (2) At ddibenion y paragraff hwn –
- (a) ystyr "gwaredu" yw gwaredu unrhyw fuddiant yn y tir (gan gynnwys rhoi opsiwn), a
 - (b) ystyr "ailddatblygu" yw dymchwel neu ailadeiladu adeiladau neu wneud gwaith arall ar adeiladau neu dir,
- ac nid oes wahaniaeth a yw'r gwaredu i ragflaenu neu i ddilyn y gwaith ailddatblygu.

- (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
 - (a) section 111, 130 or 138 (withdrawal), or
 - (b) section 225, 227 or 230 (exclusion).
- (3) The second condition is that—
 - (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

- 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- (2) An estate management reason may, in particular, relate to—
 - (a) all or part of the dwelling, or
 - (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

FUNDAMENTAL PROVISION

Fundamental provision applicable to all occupation contracts

- 10 This Part of this Schedule is a fundamental provision which is incorporated as a term of all occupation contracts.

PART 2

APPROVAL OF REDEVELOPMENT SCHEMES FOR PURPOSES OF GROUND B

Approval of scheme and of variation of scheme

- 11 (1) The Welsh Ministers may, on the application of a landlord, approve for the purposes of estate management Ground B a scheme for the disposal and redevelopment of an area of land consisting of or including the whole or part of a dwelling subject to an occupation contract.
- (2) For the purposes of this paragraph—
 - (a) "disposal" means a disposal of any interest in the land (including the grant of an option), and
 - (b) "redevelopment" means the demolition or reconstruction of buildings or the carrying out of other works to buildings or land,and it is immaterial whether the disposal is to precede or follow the redevelopment.

- (3) Caiff Gweinidogion Cymru, ar gais y landlord, gymeradwyo amrywio cynllun a gymeradwywyd ganddynt yn flaenorol a chânt, ymysg pethau eraill, gymeradwyo amrywiad sy'n ychwanegu tir at yr ardal sy'n ddarostyngedig i'r cynllun.

Hysbysiad i ddeiliaid contract a effeithir

- 12 (1) Os yw landlord yn bwriadu gwneud cais i Weinidogion Cymru gymeradwyo cynllun neu gymeradwyo amrywiad i gynllun a gymeradwywyd, rhaid i'r landlord roi hysbysiad i ddeiliad y contract o dan unrhyw gontract meddiannaeth a effeithir.
- (2) Effeithir ar gontract meddiannaeth os yw'r cynnig yn effeithio ar yr annedd sy'n ddarostyngedig iddo.
- (3) Rhaid i'r hysbysiad ddatgan –
- (a) prif nodweddion y cynllun arfaethedig, neu brif nodweddion yr amrywiadau arfaethedig i'r cynllun a gymeradwywyd,
 - (b) bod y landlord yn bwriadu gwneud cais i Weinidogion Cymru gymeradwyo'r cynllun neu'r amrywiad, ac
 - (c) mai effaith cymeradwyaeth o'r fath, oherwydd adran 160 a Sail B o'r seiliau rheoli ystad, fydd galluogi'r landlord i wneud hawliad meddiant mewn perthynas â'r annedd.
- (4) Rhaid i'r hysbysiad hefyd hysbysu deiliad y contract –
- (a) y caiff wneud sylwadau i'r landlord ynglŷn â'r cynnig, a
 - (b) bod rhaid gwneud y sylwadau cyn diwedd y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddir yr hysbysiad iddo (neu unrhyw gyfnod hwy a bennir gan y landlord yn yr hysbysiad).
- (5) Ni chaiff y landlord wneud cais i Weinidogion Cymru hyd nes bod y landlord wedi ystyried unrhyw sylwadau a wnaed cyn diwedd y cyfnod hwnnw.
- (6) Mae is-baragraff (7) yn gymwys yn achos landlord o dan gontract meddiannaeth y byddai (oni bai am y paragraff hwn) yn ofynnol o dan adran 234 iddo ymgynghori â deiliad y contract ynglŷn â chynllun ailddatblygu (neu amrywio cynllun ailddatblygu).
- (7) Pan fo'r is-baragraff hwn yn gymwys, bydd y paragraff hwn yn gymwys mewn perthynas ag ymgynghoriad y landlord â deiliad y contract yn lle adran 234.

Penderfynu ynghylch cymeradwyo neu amrywio

- 13 (1) Wrth ystyried pa un ai gymeradwyo cynllun neu amrywiad ai peidio, rhaid i Weinidogion Cymru, ymysg pethau eraill, ystyried –
- (a) effaith y cynllun ar helaethder a chymeriad llety tai yn y gymdogaeth,
 - (b) y cyfnod amser a gynigir yn y cynllun fel y cyfnod y bydd y gwarediad a'r ailddatblygiad arfaethedig yn digwydd, ac
 - (c) y graddau y mae'r cynllun yn cynnwys darpariaeth ar gyfer gwerthu tai a ddarperir o dan y cynllun i bersonau perthnasol, neu i dai gael eu meddiannu gan bersonau o'r fath o dan gontractau meddiannaeth.

- (3) The Welsh Ministers may on the application of the landlord approve a variation of a scheme previously approved by them and may, amongst other things, approve a variation adding land to the area subject to the scheme.

Notice to contract-holders affected

- 12 (1) If a landlord proposes to apply to the Welsh Ministers for the approval of a scheme or variation of an approved scheme, the landlord must give a notice to the contract-holder under any affected occupation contract.
- (2) An occupation contract is affected if the dwelling subject to it is affected by the proposal.
- (3) The notice must state –
 - (a) the main features of the proposed scheme, or of the proposed variations of the approved scheme,
 - (b) that the landlord proposes to apply to the Welsh Ministers for approval of the scheme or variation, and
 - (c) that, because of section 160 and estate management Ground B, the effect of such approval will be to enable the landlord to make a possession claim in respect of the dwelling.
- (4) The notice must also inform the contract-holder that –
 - (a) he or she may make representations to the landlord about the proposal, and
 - (b) the representations must be made before the end of the period of 28 days starting with the day on which the notice is given to him or her (or such longer period as the landlord may specify in the notice).
- (5) The landlord may not apply to the Welsh Ministers until the landlord has considered any representations made before the end of that period.
- (6) Sub-paragraph (7) applies in the case of a landlord under an occupation contract which would (but for this paragraph) be required under section 234 to consult the contract-holder as regards a redevelopment scheme (or a variation of a redevelopment scheme).
- (7) Where this sub-paragraph applies, this paragraph is to apply in relation to the landlord's consultation with the contract-holder instead of section 234.

Decision on approval or variation

- 13 (1) In considering whether to give its approval to a scheme or variation the Welsh Ministers must, among other things, take into account –
 - (a) the effect of the scheme on the extent and character of housing accommodation in the neighbourhood,
 - (b) the period of time proposed in the scheme as the period within which the proposed disposal and redevelopment will take place, and
 - (c) the extent to which the scheme includes provision for housing provided under the scheme to be sold to, or occupied under occupation contracts by, relevant persons.

- (2) Ystyr “personau perthnasol” yw deiliaid contract presennol o dan gontract meddiannaeth gyda’r landlord ac, os yw’r landlord yn landlord cymunedol, personau a enwebir gan y landlord.
- (3) Rhaid i Weinidogion Cymru hefyd ystyried –
 - (a) unrhyw sylwadau a wneir iddynt, a
 - (b) i’r graddau y cânt eu dwyn i sylw Gweinidogion Cymru, unrhyw sylwadau a wneir i’r landlord.
- (4) Rhaid i’r landlord roi i Weinidogion Cymru unrhyw wybodaeth ynglŷn â’r sylwadau a wneir i’r landlord, ac ynglŷn â materion perthnasol eraill, y bydd Gweinidogion Cymru yn gofyn amdani.

Cynllun yn effeithio ar ran o annedd etc.

- 14 Ni chaiff Gweinidogion Cymru gymeradwyo cynllun neu amrywiad fel ei fod yn cynnwys, yn yr ardal sy’n ddarostyngedig i’r cynllun –
- (a) rhan yn unig o unrhyw annedd sy’n ddarostyngedig i gontract meddiannaeth, neu
 - (b) unrhyw annedd sy’n ddarostyngedig i gontract meddiannaeth nad yw’r gwaith sy’n rhan o’r ailddatblygu’n effeithio arno ond y bwriedir ei waredu ynghyd â thir arall a effeithir felly,
- oni bai eu bod yn fodlon bod modd cyfiawnhau ei chynnwys dan yr amgylchiadau.

Amodau yn ymwneud â chymeradwyo

- 15 (1) Caniateir cymeradwyo yn ddarostyngedig i amodau a chaniateir mynegi bod y gymeradwyaeth i ddod i ben ar ôl cyfnod penodedig.
- (2) Caiff Gweinidogion Cymru, yn dilyn cais gan y landlord neu fel arall, amrywio cymeradwyaeth er mwyn –
- (a) ychwanegu, dileu neu amrywio amodau y mae’r gymeradwyaeth yn ddarostyngedig iddynt, neu
 - (b) ymestyn neu gyfyngu’r cyfnod y daw’r gymeradwyaeth i ben ar ei ddiwedd.

Darpariaeth arbennig ar gyfer landlordiaid cymunedol

- 16 At ddibenion y Rhan hon o’r Atodlen hon mae landlord cymunedol i’w drin fel landlord mewn perthynas ag annedd os oes ganddo fuddiant o unrhyw ddisgrifiad yn yr annedd honno.

- (2) “Relevant persons” means existing contract-holders under an occupation contract with the landlord and, if the landlord is a community landlord, persons nominated by the landlord.
- (3) The Welsh Ministers must also take into account –
 - (a) any representations made to them, and
 - (b) so far as they are brought to the Welsh Ministers’ attention, any representations made to the landlord.
- (4) The landlord must give to the Welsh Ministers such information as to the representations made to the landlord, and other relevant matters, as the Welsh Ministers may request.

Scheme affecting part of dwelling etc.

- 14 The Welsh Ministers may not approve a scheme or variation so as to include in the area subject to the scheme –
- (a) part only of any dwelling subject to an occupation contract, or
 - (b) any dwelling subject to an occupation contract that is not affected by the works involved in the redevelopment but is proposed to be disposed of along with other land which is so affected,
- unless they are satisfied that the inclusion is justified in the circumstances.

Conditions in relation to approval

- 15 (1) The approval may be given subject to conditions and may be expressed to end after a specified period.
- (2) The Welsh Ministers, on the application of the landlord or otherwise, may vary an approval so as to –
- (a) add, remove or vary conditions to which the approval is subject, or
 - (b) extend or restrict the period after which the approval is to end.

Special provision for community landlords

- 16 For the purposes of this Part of this Schedule a community landlord is to be treated as being a landlord in relation to a dwelling if it has an interest of any description in that dwelling.

ATODLEN 9

(a gyflwynir gan adrannau 175, 186 a 196)

CONTRACTAU SAFONOL NAD YW'R CYFYNGIADAU YN ADRANNAU 175, 186(2) A
196 (HYSBYSIAD Y LANDLORD YN YSTOD CHWE MIS CYNTAF MEDDIANNAETH)
YN GYMWYS IDDYNT

Contractau safonol ymddygiad gwaharddedig

1 Contract safonol ymddygiad gwaharddedig.

Tenantiaethau a thrwyddedau sy'n gontractau meddiannaeth oherwydd hysbysiad a roddir o dan Ran 2 o Atodlen 2

2 Contract safonol na fyddai'n gontract meddiannaeth oni bai am hysbysiad o dan baragraff 3 o Atodlen 2 (llety gwyliau; sefydliadau gofal; trefniadau hwylus dros dro; llety a rennir).

Llety â chymorth

3 Contract safonol sy'n ymwneud â llety â chymorth.

Llety i geiswyr lloches

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).

Cymorth i bersonau sydd wedi eu dadleoli

5 Contract safonol a wneir o dan Reoliadau Personau a Ddadleolir (Diogelu Dros Dro) 2005 (O.S. 2005/1379).

Llety i bersonau digartref

6 Contract safonol a wneir fel y disgrifir ym mharagraff 11 neu 12 o Atodlen 2 (llety i bersonau digartref).

Meddiannaeth yn rhinwedd swydd

7 Contract safonol pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth.

Meddiannaeth yn rhinwedd swydd: yr heddlu

8 Contract safonol —

- (a) pan fo deiliad y contract yn aelod o heddlu, a
- (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).

SCHEDULE 9

(introduced by sections 175, 186 and 196)

STANDARD CONTRACTS TO WHICH LIMITS IN SECTIONS 175, 186(2) AND 196
(LANDLORD'S NOTICE DURING FIRST SIX MONTHS OF OCCUPATION) DO NOT
APPLY

Prohibited conduct standard contracts

1 A prohibited conduct standard contract.

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

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).

Supported accommodation

3 A standard contract which relates to supported accommodation.

Accommodation for asylum seekers

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).

Accommodation for displaced persons

5 A standard contract made under the Displaced Persons (Temporary Protection) Regulations 2005 (S.I. 2005/1379).

Accommodation for homeless persons

6 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

7 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

8 A standard contract where –

- (a) the contract-holder is a member of a police force, and
- (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).

Meddiannaeth yn rhinwedd swydd: y gwasanaethau tân ac achub

9 Contract safonol –

- (a) pan fo deiliad y contract yn cael ei gyflogi gan awdurdod tân ac achub,
- (b) pan fo contract cyflogaeth deiliad y contract yn ei gwneud yn ofynnol iddo fyw yn agos at orsaf dân benodol, ac
- (c) pan fo'r annedd yn cael ei darparu ar ei gyfer gan yr awdurdod tân ac achub o ganlyniad i'r gofyniad hwnnw.

Llety dros dro: tir sydd wedi ei gaffael ar gyfer datblygu

10 (1) Contract safonol –

- (a) pan fo'r tir y mae'r annedd yn sefyll arno (gan gynnwys unrhyw dir a feddiennir ynghyd â'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
 - (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.
- (2) Mae i "datblygu" yr ystyr a roddir i "development" yn adran 55 o Ddeddf Cynllunio Gwlad a Thref 1990 (p. 8).

Llety dros dro: trefniadau tymor byr

11 Contract safonol –

- (a) pan fo'r annedd wedi ei gosod i'r landlord â meddiant gwag i'w defnyddio fel llety dros dro,
- (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 lesydd,
- (c) nad yw'r lesydd oddi tano yn landlord cymunedol, a
- (d) nad oes gan y landlord unrhyw fuddiant yn yr annedd ac eithrio o dan y les dan sylw neu fel morgeisiwr.

Llety dros dro: llety yn ystod gwaith

12 (1) Contract safonol –

- (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 ar yr annedd yr arferai deiliad y contract ei meddiannu fel cartref,
 - (b) pan nad yw landlord yr annedd dros dro yr un â landlord yr annedd yr arferai deiliad y contract ei meddiannu (yr "hen annedd"), ac
 - (c) pan nad oedd deiliad y contract yn ddeiliad contract yr hen annedd o dan gontract diogel ar yr adeg y peidiodd â'i meddiannu fel cartref.
- (2) Yn y paragraff hwn, mae cyfeiriadau at ddeiliad y contract yn cynnwys cyfeiriadau at ragflaenydd deiliaid y contract.

Service occupancy: fire and rescue services

- 9 A standard contract where –
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder's contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Temporary accommodation: land acquired for development

- 10 (1) A standard contract where –
- (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
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) "Development" has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).

Temporary accommodation: short-term arrangements

- 11 A standard contract where –
- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
 - (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,
 - (c) the lessor is not a community landlord, and
 - (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Temporary accommodation: accommodation during works

- 12 (1) A standard contract where –
- (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,
 - (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
 - (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.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder's predecessor.

- (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 dan yr un contract.

Pŵer i ddiwygio'r Atodlen

13 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.

- (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.

Power to amend Schedule

13 The Welsh Ministers may by regulations amend this Schedule.

ATODLEN 10

*(a gyflwynir gan adrannau 209, 210 a 211)*GORCHMYNION ADENNILL MEDDIANT AR SEILIAU DISGRESIWN ETC.:
RHESYMOLDEB*Rhagarweiniol*

- 1 Mae'r Atodlen hon yn gymwys at ddiben penderfynu a yw'n rhesymol—
 - (a) gwneud gorchymyn adennill meddiant o dan adran 209 (tor contract) neu 210 (seiliau rheoli ystad), neu
 - (b) gwneud penderfyniad o dan adran 211 i ohirio achos ar hawliad meddiant neu ohirio ildio meddiant.
- 2 Rhaid i'r llys, wrth benderfynu a yw'n rhesymol gwneud gorchymyn neu benderfyniad o'r fath, neu wrth wneud unrhyw benderfyniad arall sydd ar gael iddo (ymysg pethau eraill), roi sylw i'r amgylchiadau a nodir ym mharagraffau 4 i 13 i'r graddau y mae'r llys o'r farn eu bod yn berthnasol (ac i'r graddau nad yw'n ofynnol fel arall iddo roi sylw i'r materion hynny; er enghraifft, o dan Ddeddf Hawliau Dynol 1998 (p. 42)).
- 3 Mae paragraff 14 yn dynodi amgylchiad, sy'n ymwneud â chymorth gan awdurdodau lleol mewn perthynas â digartrefedd, na ddylai'r llys roi sylw iddo (yn ddarostyngedig i unrhyw ofyniad i roi sylw i'r amgylchiad hwnnw y mae'r llys yn ddarostyngedig iddo).

Amgylchiadau o ran deiliad y contract

- 4 Effaith debygol y gorchymyn neu'r penderfyniad ar ddeiliad y contract (ac ar unrhyw feddianwyr y caniateir iddynt feddiannu annedd).
- 5 Os yw'r achos yn un lle y caniateir i'r llys benderfynu gohirio ildio meddiant, y tebygolrwydd y bydd deiliad y contract yn cydymffurfio ag unrhyw delerau a all gael eu gosod.

Amgylchiadau o ran y landlord

- 6 Effaith debygol peidio â gwneud y gorchymyn, neu'r penderfyniad, ar fuddiannau'r landlord, gan gynnwys buddiannau ariannol y landlord.
- 7 Os yw'r landlord yn landlord cymunedol, effaith debygol peidio â gwneud y gorchymyn, neu'r penderfyniad, ar allu'r landlord i gyflawni ei swyddogaethau mewn perthynas â thai, gan gynnwys cynorthwyo personau eraill sydd angen llety.

Amgylchiadau o ran personau eraill

- 8 (1) Effaith debygol y gorchymyn neu'r penderfyniad ar—
 - (a) deiliaid contractau a meddianwyr y caniateir iddynt feddiannu anheddau eraill y landlord,
 - (b) personau sydd wedi gofyn i'r landlord ddarparu llety tai iddynt, ac

SCHEDULE 10
(introduced by sections 209, 210 and 211)

ORDERS FOR POSSESSION ON DISCRETIONARY GROUNDS ETC.:
REASONABLENESS

Introductory

- 1 This Schedule applies for the purpose of determining whether it is reasonable –
 - (a) to make an order for possession under section 209 (breach of contract) or 210 (estate management grounds), or
 - (b) to make a decision under section 211 to adjourn proceedings on a possession claim or postpone the giving up of possession.
- 2 The court, in determining whether it is reasonable to make such an order or decision, or to make any other decision available to it, must (amongst other things) have regard to the circumstances set out in paragraphs 4 to 13 to the extent that the court considers them relevant (and to the extent that it is not otherwise required to have regard to those matters; for example, under the Human Rights Act 1998 (c. 42)).
- 3 Paragraph 14 sets out a circumstance, concerning local authority assistance with homelessness, which the court should not have regard to (subject to any duty to have regard to that circumstance to which the court is subject).

Circumstances as regards the contract-holder

- 4 The probable effect of the order or decision on the contract-holder (and on any permitted occupiers of the dwelling).
- 5 If the case is one in which the court may decide to postpone the giving up of possession, the likelihood that the contract-holder will comply with any terms that may be imposed.

Circumstances as regards the landlord

- 6 The probable effect of not making the order, or of the decision, on the landlord's interests, including the landlord's financial interests.
- 7 If the landlord is a community landlord, the probable effect of not making the order, or of the decision, on the landlord's ability to fulfil its housing functions, including assisting other persons in need of accommodation.

Circumstances as regards other persons

- 8 (1) The probable effect of the order or decision on –
 - (a) contract-holders and permitted occupiers of other dwellings of the landlord,
 - (b) persons who have asked the landlord to provide them with housing accommodation, and

- (c) personau sy'n byw, yn ymweld neu fel arall yn ymgymryd â gweithgaredd cyfreithlon yn yr ardal (a phersonau sy'n dymuno byw, ymweld neu ymgymryd â gweithgareddau cyfreithlon yn yr ardal).
- (2) Os gwneir hawliad meddiant ar y sail yn adran 157 (tor contract), effaith debygol yr amgylchiadau a nodir ym mharagraff 10 ar y personau a grybwyllir yn is-baragraff (1).

Contract meddiannaeth newydd wedi ei gynnig

- 9 Pa un a yw'r landlord wedi cynnig neu'n ymrwmo i gynnig contract meddiannaeth newydd (boed ar gyfer yr un annedd neu anheddau eraill) i un neu ragor o'r personau sy'n meddiannu'r annedd neu'n byw yn yr annedd.

Amgylchiadau mewn perthynas â hawliad meddiant ar sail tor contract

- 10 Os gwneir hawliad meddiant ar y sail yn adran 157 (tor contract)—
- (a) natur, amllder neu hyd y tor contract neu'r toriadau contract,
 - (b) y graddau y mae deiliad y contract (neu feddiannydd y caniateir iddo feddiannu'r annedd) yn gyfrifol am y toriad,
 - (c) pa mor debygol yw hi y bydd y toriad yn ailddigwydd, a
 - (d) unrhyw gamau i ddod â'r toriad i ben, neu i'w atal rhag ailddigwydd, a gymerwyd gan y landlord cyn gwneud hawliad meddiant.

Amgylchiadau mewn perthynas â hawliad meddiant yn ymwneud ag adran 55

- 11 Os yw'r landlord yn gwneud hawliad meddiant gan ddibynnu ar dorri adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall), budd y cyhoedd yn gyffredinol mewn atal yr ymddygiad y mae'r adran honno yn ei wahardd.

Amgylchiadau yn ymwneud â Sail G o'r seiliau rheoli ystad

- 12 Os yw'r landlord yn gwneud hawliad meddiant gan ddibynnu'n llwyr neu'n rhannol ar Sail G o'r seiliau rheoli ystad (olynydd wrth gefn heb fod angen llety)—
- (a) oedran deiliad y contract a olynodd i'r contract meddiannaeth o dan adran 73,
 - (b) y cyfnod y mae deiliad y contract wedi meddiannu'r annedd fel ei unig gartref neu ei brif gartref, ac
 - (c) unrhyw gymorth ariannol neu gymorth arall a roddodd deiliad y contract i'r deiliad contract a fu farw (neu, os oedd y deiliad contract a fu farw yn olynydd i ddeiliad contract blaenorol, i'r deiliad contract blaenorol hwnnw).

Amgylchiadau yn ymwneud â Sail H o'r seiliau rheoli ystad

- 13 Os yw'r landlord yn gwneud hawliad meddiant gan ddibynnu'n llwyr neu'n rhannol ar Sail H o'r seiliau rheoli ystad (cyd-ddeiliad contract yn ymadael)—
- (a) oedran y deiliad contract sy'n weddill (neu bob un o'r deiliaid contract sy'n weddill), a

- (c) persons living, visiting or otherwise engaging in a lawful activity in the locality (and persons who wish to live, visit or engage in lawful activities in the locality).
- (2) If a possession claim is made on the ground in section 157 (breach of contract), the probable effect of the circumstances set out in paragraph 10 on the persons mentioned in sub-paragraph (1).

New occupation contract offered

- 9 Whether the landlord has offered or undertakes to offer a new occupation contract (whether for the same dwelling or other dwellings) to one or more of the persons occupying or living in the dwelling.

Circumstances in relation to a possession claim on ground of breach of contract

- 10 If a possession claim is made on the ground in section 157 (breach of contract) –
- (a) the nature, frequency or duration of the breach or breaches,
 - (b) the degree to which the contract-holder (or a permitted occupier of the dwelling) is responsible for the breach,
 - (c) how likely it is that the breach will recur, and
 - (d) any action to end, or prevent a recurrence of, the breach that was taken by the landlord before making a possession claim.

Circumstances in relation to a possession claim concerning section 55

- 11 If the landlord makes a possession claim relying on a breach of section 55 (anti-social behaviour and other prohibited conduct), the general public interest in restraining the conduct prohibited by that section.

Circumstances relating to estate management Ground G

- 12 If the landlord makes a possession claim relying wholly or partly on estate management Ground G (accommodation not required by reserve successor) –
- (a) the age of the contract-holder who succeeded to the contract under section 73,
 - (b) the period during which the contract-holder has occupied the dwelling as his or her only or principal home, and
 - (c) any financial or other support given by the contract-holder to the contract-holder who died (or, if the contract-holder who died was the successor of an earlier contract-holder, to that earlier contract-holder).

Circumstances relating to estate management Ground H

- 13 If the landlord makes a possession claim relying wholly or partly on estate management Ground H (departing joint contract-holder) –
- (a) the age of the remaining contract-holder (or each of the remaining contract-holders), and

- (b) y cyfnod y mae'r deiliad contract sy'n weddill (neu bob un o'r deiliaid contract sy'n weddill) wedi meddiannu'r annedd fel ei unig gartref neu ei brif gartref.

Cymorth mewn perthynas â digartrefedd heb fod yn berthnasol

- 14 Nid yw'r tebygolrwydd y rhoddir cymorth i berson o dan Ran 2 o Ddeddf Tai (Cymru) 2014 (dccc 7) neu Ran 7 o Ddeddf Tai 1996 (p. 52) (digartrefedd) yn amgylchiad perthnasol (yn ddarostyngedig i unrhyw ofyniad i roi sylw i'r amgylchiad hwnnw y mae'r llys yn ddarostyngedig iddo).

- (b) the period during which the remaining contract-holder (or each of the remaining contract-holders) has occupied the dwellings as his or her only or principal home.

Assistance in relation to homelessness not relevant

- 14 The likelihood that a person will be assisted under Part 2 of the Housing (Wales) Act 2014 (anaw 7) or Part 7 of the Housing Act 1996 (c. 52) (homelessness) is not a relevant circumstance (subject to any requirement to have regard to that circumstance to which the court is subject).

ATODLEN 11

(a gyflwynir gan adrannau 210 a 222)

LLETY ARALL ADDAS

Rhagarweiniol

- 1 (1) Mae'r Atodlen hon yn gymwys at ddibenion—
- (a) gorchymyn adennill meddiant o dan adran 210 (seiliau rheoli ystad), neu
 - (b) gorchymyn o dan adran 222(3)(b) (apêl yn dilyn meddiant am gefnu ar annedd).
- (2) Yn yr Atodlen hon cyfeirir at yr annedd yr arferai deiliad y contract ei meddiannu neu y ceisir meddiant ohoni fel "yr annedd bresennol", a chyfeirir at y contract meddiannaeth y mae neu yr oedd yr annedd honno'n ddarostyngedig iddo fel "y contract presennol".

Seiliau rheoli ystad: tystysgrif awdurdod tai lleol

- 2 (1) Mae'r paragraff hwn yn gymwys—
- (a) os yw'r Atodlen hon yn gymwys oherwydd adran 210, a
 - (b) os nad yw'r landlord o dan y contract presennol yn awdurdod tai lleol.
- (2) Mae tystysgrif yr awdurdod tai lleol ar gyfer yr ardal y mae'r annedd bresennol wedi ei lleoli ynddi, yn tystio y bydd yr awdurdod yn darparu llety arall addas ar gyfer deiliad y contract erbyn dyddiad a bennir ar y dystysgrif, yn dystiolaeth ddigamsyniol y bydd llety arall addas ar gael iddo erbyn y dyddiad hwnnw.

Llety addas

- 3 (1) Mae'r paragraff hwn yn gymwys—
- (a) os yw'r Atodlen hon yn gymwys oherwydd adran 210 a naill ai—
 - (i) na chyflwynir tystysgrif o'r math y cyfeiri ati ym mharagraff 2(2) i'r llys, neu
 - (ii) mae'r landlord mewn perthynas â'r annedd bresennol yn awdurdod tai lleol, neu
 - (b) os yw'r Atodlen hon yn gymwys oherwydd adran 222.
- (2) Mae llety yn addas—
- (a) os yw i gael ei feddiannu gan ddeiliad y contract o dan gontract meddiannaeth sy'n rhoi diogelwch meddiant iddo sy'n rhesymol gyfatebol i'r hyn y mae'r contract presennol yn ei roi, a
 - (b) os yw, ym marn y llys, yn rhesymol addas ar gyfer anghenion deiliad y contract a'i deulu (sydd i'w ddyfarnu yn unol â pharagraff 4).
- (3) Os yw'r contract presennol yn ymwneud ag annedd ar wahân, nid yw llety yn addas oni bai ei fod yn annedd ar wahân.

SCHEDULE 11
(introduced by sections 210 and 222)

SUITABLE ALTERNATIVE ACCOMMODATION

Introductory

- 1 (1) This Schedule applies for the purposes of –
- (a) an order for possession under section 210 (estate management grounds), or
 - (b) an order under section 222(3)(b) (appeal following possession for abandonment).
- (2) In this Schedule the dwelling previously occupied by the contract-holder or of which possession is sought is referred to as “the existing dwelling”, and the occupation contract to which that dwelling is or was subject is referred to as “the existing contract”.

Estate management grounds: certificate of local housing authority

- 2 (1) This paragraph applies if –
- (a) this Schedule applies because of section 210, and
 - (b) the landlord under the existing contract is not a local housing authority.
- (2) A certificate of the local housing authority for the area in which the existing dwelling is situated, certifying that the authority will provide suitable alternative accommodation for the contract-holder by a date specified in the certificate, is conclusive evidence that suitable alternative accommodation will be available for him or her by that date.

Suitable accommodation

- 3 (1) This paragraph applies if –
- (a) this Schedule applies because of section 210 and either –
 - (i) no certificate of the kind mentioned in paragraph 2(2) is produced to the court, or
 - (ii) the landlord in relation to the existing dwelling is a local housing authority, or
 - (b) this Schedule applies because of section 222.
- (2) Accommodation is suitable if –
- (a) it is to be occupied by the contract-holder under an occupation contract that gives him or her security of occupation reasonably equivalent to that given by the existing contract, and
 - (b) in the opinion of the court it is reasonably suitable to the needs of the contract-holder and his or her family (which must be determined in accordance with paragraph 4).
- (3) If the existing contract relates to a separate dwelling, accommodation is not suitable unless it is a separate dwelling.

Anghenion deiliad y contract a'i deulu

- 4 (1) Rhaid i'r llys ddyfarnu a yw llety yn rhesymol addas mewn perthynas ag anghenion deiliad y contract a'i deulu yn unol â'r paragraff hwn.
- (2) Rhaid i'r llys ystyried (ymysg pethau eraill) –
- (a) anghenion deiliad y contract a'i deulu o ran maint y llety,
 - (b) os yw'r landlord yn landlord preifat, anghenion deiliad y contract a'i deulu o ran cymeriad y llety,
 - (c) modd deiliad y contract a'i deulu,
 - (d) os yw deiliad y contract neu aelod o'i deulu yn gweithio neu'n derbyn addysg, pellter y llety o'r man (neu'r manau) gwaith neu addysg,
 - (e) os yw agosrwydd at gartref unrhyw aelod o deulu deiliad y contract yn hanfodol i lesiant deiliad y contract neu'r aelod hwnnw o'i deulu, agosrwydd y llety at y cartref hwnnw,
 - (f) telerau'r contract presennol a thelerau'r contract meddiannaeth y mae'r llety i'w feddiannu oddi tano, ac
 - (g) os oedd y landlord yn darparu dodrefn/celfi o dan y contract presennol, pa un a yw dodrefn/celfi i'w darparu at ddefnydd deiliad y contract a'i deulu ac, os felly, natur y dodrefn/celfi hynny.
- (3) Os yw'r landlord yn landlord cymunedol, rhaid i'r llys hefyd ystyried natur y llety y mae'n arfer gan y landlord ei ddyrannu i bersonau sydd ag anghenion tebyg.
- (4) Os yw'r landlord yn landlord preifat, caiff y llys ystyried, fel dewis arall i'r materion yn is-baragraff (2)(a) i (c), pa un a yw'r llety yn debyg o ran rhent a maint i'r llety a ddarperir yn y gymdogaeth gan landlordiaid cymunedol ar gyfer personau cyffelyb.
- (5) Ystyr "personau cyffelyb" yw'r rheini y mae eu hanghenion, o ran maint, yn debyg ym marn y llys i rai deiliad y contract a theulu deiliad y contract.
- (6) At ddibenion is-baragraff (4) mae tystysgrif awdurdod tai lleol sy'n datgan –
- (a) maint y llety a ddarperir gan yr awdurdod i ddiwallu anghenion personau sydd â theuluoedd o ba faint bynnag a bennir yn y dystysgrif, a
 - (b) swm y rhent a godir gan yr awdurdod am lety o'r maint hwnnw,
- yn dystiolaeth ddigamsyniol o'r ffeithiau sydd wedi eu datgan felly.
- (7) Wrth ystyried y materion yn is-baragraff (2)(f) ni chaiff y llys ystyried unrhyw un neu ragor o delerau'r contract meddiannaeth sy'n ymwneud â lletywyr ac isddeiliaid.

Needs of contract-holder and his or her family

- 4 (1) The court must determine whether accommodation is reasonably suitable in relation to the needs of the contract-holder and his or her family in accordance with this paragraph.
- (2) The court must consider (among other things) –
 - (a) the needs of the contract-holder and his or her family as regards extent of accommodation,
 - (b) if the landlord is a private landlord, the needs of the contract-holder and his or her family as regards character of accommodation,
 - (c) the means of the contract-holder and his or her family,
 - (d) if the contract-holder or a member of his or her family works or is being educated, the distance of the accommodation from the place (or places) of work or education,
 - (e) if proximity to the home of any member of the contract-holder’s family is essential to the well-being of the contract-holder or that member of his or her family, the proximity of the accommodation to that home,
 - (f) the terms of the existing contract and the terms of the occupation contract under which the accommodation is to be occupied, and
 - (g) if furniture was provided by the landlord under the existing contract, whether furniture is to be provided for use by the contract-holder and his or her family and, if so, the nature of that furniture.
- (3) If the landlord is a community landlord, the court must also consider the nature of the accommodation which it is the practice of the landlord to allocate to persons with similar needs.
- (4) If the landlord is a private landlord the court may consider, as an alternative to the matters in sub-paragraph (2)(a) to (c), whether the accommodation is similar as regards rent and extent to the accommodation provided in the neighbourhood by community landlords for comparable persons.
- (5) “Comparable persons” are those whose needs, as regards extent, are in the opinion of the court similar to those of the contract-holder and the contract-holder’s family.
- (6) For the purposes of sub-paragraph (4) a certificate of a local housing authority stating –
 - (a) the extent of the accommodation provided by the authority to meet the needs of persons with families of such number as may be specified in the certificate, and
 - (b) the amount of rent charged by the authority for accommodation of that extent,is to be conclusive evidence of the facts so stated.
- (7) In considering the matters in sub-paragraph (2)(f) the court may not take into account any terms of the occupation contract that relate to lodgers and sub-holders.

Gorlenwi

- 5 Nid yw llety yn addas ar gyfer anghenion deiliad y contract a'i deulu pe byddai'r llety, o ganlyniad i'w feddiannu ganddynt, yn ffurfio annedd wedi ei gorlenwi at ddibenion Rhan 10 o Ddeddf Tai 1985 (p. 68) (gweler adran 324 o'r Ddeddf honno).

Tystiolaeth o dystysgrif awdurdod tai lleol

- 6 Mae dogfen sydd i bob golwg yn dystysgrif yr awdurdod tai lleol a enwir ar y dystysgrif, a ddyroddwyd at ddibenion yr Atodlen hon, ac a lofnodwyd gan y person priodol ar ran yr awdurdod –
- (a) i'w derbyn fel tystiolaeth, a
 - (b) oni bai y dangosir i'r gwrthwyneb, i'w thrin fel tystysgrif o'r fath heb dystiolaeth bellach.

Overcrowding

- 5 Accommodation is not suitable to the needs of the contract-holder and his or her family if, as a result of their occupation of the accommodation, the accommodation would constitute an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985 (c. 68) (see section 324 of that Act).

Evidence of certificate of local housing authority

- 6 A document that purports to be a certificate of the local housing authority named in the certificate, issued for the purposes of this Schedule, and signed by the proper person on behalf of the authority –
- (a) is to be received in evidence, and
 - (b) unless the contrary is shown, is to be treated as such a certificate without further proof.

ATODLEN 12
(a gyflwynir gan adran 240)

TROSI TENANTIAETHAU A THRWYDDEDAU PRESENNOL SY'N BODOLI CYN I
BENNOD 3 O RAN 10 DDOD I RYM

Diffiniadau

1 (1) Yn yr Atodlen hon—

ystyr “contract diogel wedi ei drosi” (“*converted secure contract*”) yw contract wedi ei drosi a ddaeth yn gontract diogel ar y diwrnod penodedig;

ystyr “contract safonol wedi ei drosi” (“*converted standard contract*”) yw contract wedi ei drosi a ddaeth yn gontract safonol ar y diwrnod penodedig;

ystyr “contract wedi ei drosi” (“*converted contract*”) yw tenantiaeth neu drwydded a fodolai yn union cyn y diwrnod penodedig ac a ddaeth yn gontract meddiannaeth ar y diwrnod hwnnw;

mae i “cyfnod darparu gwybodaeth” (“*information provision period*”) yr ystyr a roddir ym mharagraff 11(1);

y “cyfnod hysbysu cychwynnol” (“*initial notice period*”) yw’r cyfnod o ddau fis sy’n dechrau â’r diwrnod penodedig.

(2) Gweler adran 242 am ddiffiniadau o dermau eraill a ddefnyddir yn yr Atodlen hon.

Penderfynu a yw tenantiaeth neu drwydded sy’n bodoli eisoes yn gontract meddiannaeth

2 (1) Mae Atodlen 2 yn gymwys i—

(a) tenantiaeth neu drwydded a oedd yn denantiaeth ddiogel, yn denantiaeth sicr, yn denantiaeth ragarweiniol neu’n denantiaeth isradd yn union cyn y diwrnod penodedig, a

(b) tenantiaeth a fodolai yn union cyn y diwrnod penodedig ond nad yw o fewn paragraff (a),

fel pe bai paragraffau 3(2)(b) a 4 (sefydliadau gofal) wedi eu hepgor.

(2) Mae Atodlen 2 yn gymwys i denantiaeth a oedd yn denantiaeth ddiogel, yn denantiaeth sicr, yn denantiaeth ragarweiniol neu’n denantiaeth isradd yn union cyn y diwrnod penodedig fel pe bai paragraffau 3(2)(c) a 5 (trefniadau hwylus dros dro) wedi eu hepgor.

(3) Caiff y landlord, mewn perthynas â thenantiaeth neu drwydded a fodolai yn union cyn y diwrnod penodedig, roi hysbysiad o dan baragraff 1 neu 3 o Atodlen 2 ar unrhyw adeg cyn diwedd y cyfnod hysbysu cychwynnol.

(4) Os yw’r landlord yn gwneud hynny, mae’r denantiaeth neu’r drwydded i’w thrin fel pe bai wedi dod yn gontract meddiannaeth ar y diwrnod penodedig.

Penderfynu a yw contract wedi ei drosi yn gontract diogel neu’n gontract safonol

3 (1) Mae adrannau 11 i 17 (landlordiaid cymunedol a landlordiaid preifat) yn gymwys i gontract wedi ei drosi—

SCHEDULE 12
(introduced by section 240)

CONVERSION OF TENANCIES AND LICENCES EXISTING BEFORE
COMMENCEMENT OF CHAPTER 3 OF PART 10

Definitions

1 (1) In this Schedule—

“converted contract” (*“contract wedi ei drosi”*) means a tenancy or licence which existed immediately before the appointed day and became an occupation contract on that day;

“converted secure contract” (*“contract diogel wedi ei drosi”*) means a converted contract which became a secure contract on the appointed day;

“converted standard contract” (*“contract safonol wedi ei drosi”*) means a converted contract which became a standard contract on the appointed day;

“information provision period” (*“cyfnod darparu gwybodaeth”*) has the meaning given in paragraph 11(1);

“the initial notice period” (*“cyfnod hysbysu cychwynnol”*) is the period of two months starting with the appointed day.

(2) See section 242 for definitions of other terms used in this Schedule.

Determination of whether existing tenancy or licence is occupation contract

2 (1) Schedule 2 applies to—

(a) a tenancy or licence which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy, and

(b) a tenancy which existed immediately before the appointed day but is not within paragraph (a),

as if paragraphs 3(2)(b) and 4 (care institutions) were omitted.

(2) Schedule 2 applies to a tenancy which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy as if paragraphs 3(2)(c) and 5 (temporary expedients) were omitted.

(3) The landlord may, in relation to a tenancy or licence which existed immediately before the appointed day, give notice under paragraph 1 or 3 of Schedule 2 at any time before the end of the initial notice period.

(4) If the landlord does so, the tenancy or licence is to be treated as having become an occupation contract on the appointed day.

Determination of whether converted contract is secure contract or standard contract

3 (1) Sections 11 to 17 (community landlords and private landlords) apply to a converted contract—

- (a) y mae'r landlord oddi tano yn landlord preifat, a
 - (b) a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth ddiogel yr oedd y landlord oddi tani yn landlord preifat,
- fel pe bai'r landlord yn landlord cymunedol.
- (2) Ond yn adran 14 (adolygu hysbysiad o gontract safonol) mae is-adran (1) yn gymwys fel pe bai "a bod penderfyniad y landlord i roi'r hysbysiad yn ddarostyngedig i adolygiad barnwrol" wedi ei fewnosod ar ôl "adran 13".
- 4 (1) Caiff y landlord o dan gontract wedi ei drosi roi hysbysiad o dan adran 11(2)(b) (hysbysiad o gontract safonol) ar unrhyw adeg cyn diwedd y cyfnod hysbysu cychwynnol.
- (2) Os yw'r landlord yn gwneud hynny, mae'r contract i'w drin fel pe bai wedi dod yn gontract safonol ar y diwrnod penodedig.
- (3) Caiff y landlord o dan gontract wedi ei drosi roi hysbysiad o dan adran 17(1) (hysbysiad o gontract diogel) ar unrhyw adeg cyn diwedd y cyfnod hysbysu cychwynnol.
- (4) Os yw'r landlord yn gwneud hynny, mae'r contract i'w drin fel pe bai wedi dod yn gontract diogel ar y diwrnod penodedig.
- 5 Mae contract wedi ei drosi a oedd yn denantiaeth ragarweiniol yn union cyn y diwrnod penodedig yn cael effaith fel contract safonol rhagarweiniol (gweler paragraff 23).
- 6 Mae contract wedi ei drosi yn cael effaith fel contract safonol ymddygiad gwaharddedig (gweler paragraff 24) os, yn union cyn y diwrnod penodedig –
- (a) oedd adran 20B o Ddeddf Tai 1988 (p. 50) (tenantiaeth fyrddaliol sicr isradd) yn gymwys iddo, neu
 - (b) oedd adran 143A o Ddeddf Tai 1996 (p. 52) (tenantiaethau isradd) yn gymwys iddo.
- 7 (1) Mae contract wedi ei drosi y mae is-baragraff (2) yn gymwys iddo yn eithriad ychwanegol i adran 11(1) (contractau a wneir â landlord cymunedol yn gontractau diogel).
- (2) Mae'r is-baragraff hwn yn gymwys i gontract wedi ei drosi a oedd yn denantiaeth neu'n drwydded am gyfnod penodol yn union cyn y diwrnod penodedig, cyn belled â –
- (a) bod premiwm wedi ei dalu am y contract, a
 - (b) cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod penodedig, bod deiliad y contract yn penderfynu y dylai'r contract ddod yn gontract safonol cyfnod penodol.
- (3) Cyn y diwrnod penodedig, rhaid i landlord cymunedol sy'n landlord o dan denantiaeth neu drwydded am gyfnod penodol, ac y talwyd premiwm ar ei chyfer –
- (a) hysbysu deiliad y contract o'i hawl i benderfynu o dan is-baragraff (2)(b) y dylai'r contract ddod yn gontract safonol, ac erbyn pryd y mae'n rhaid gwneud y penderfyniad, a
 - (b) egluro sut y bydd adran 11 yn gymwys i'r contract os nad yw deiliad y contract yn gwneud y penderfyniad.

- (a) under which the landlord is a private landlord, and
- (b) which immediately before the appointed day was a secure tenancy under which the landlord was a private landlord,

as if the landlord were a community landlord.

- (2) But in section 14 (review of notice of standard contract) subsection (1) applies as if after “section 13” there were inserted “and the landlord’s decision to give the notice is subject to judicial review”.

- 4 (1) The landlord under a converted contract may give notice under section 11(2)(b) (notice of standard contract) at any time before the end of the initial notice period.

- (2) If the landlord does so, the contract is to be treated as having become a standard contract on the appointed day.

- (3) The landlord under a converted contract may give notice under section 17(1) (notice of secure contract) at any time before the end of the initial notice period.

- (4) If the landlord does so, the contract is to be treated as having become a secure contract on the appointed day.

- 5 A converted contract which immediately before the appointed day was an introductory tenancy has effect as an introductory standard contract (see paragraph 23).

- 6 A converted contract has effect as a prohibited conduct standard contract (see paragraph 24) if immediately before the appointed day –

- (a) section 20B of the Housing Act 1988 (c. 50) (demoted assured shorthold tenancies) applied to it, or
- (b) section 143A of the Housing Act 1996 (c. 52) (demoted tenancies) applied to it.

- 7 (1) A converted contract to which sub-paragraph (2) applies is an additional exception to section 11(1) (contracts made with community landlord are secure contracts).

- (2) This sub-paragraph applies to a converted contract which immediately before the appointed day was a tenancy or licence for a fixed term, provided that –

- (a) a premium was paid for the contract, and
- (b) before the end of the period of one month starting with the appointed day, the contract-holder decides that the contract should become a fixed term standard contract.

- (3) Before the appointed day, a community landlord which is the landlord under a tenancy or licence for a fixed term, and for which a premium was paid, must –

- (a) inform the contract-holder of his or her right under sub-paragraph (2)(b) to decide that the contract should become a fixed term standard contract, and of the time by which that decision must be made, and
- (b) explain how section 11 will apply to the contract if the contract-holder does not make such a decision.

- 8 (1) Mae'r paragraff hwn yn gymwys pan fo landlord cymunedol yn dod yn landlord o dan gontract safonol cyfnod penodol cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod penodedig.
- (2) Mae adran 12 (contractau a fabwysiedir gan landlord cymunedol) yn gymwys fel pe bai, yn is-adran (8)(b), "cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod penodedig (o fewn ystyr adran 242)" yn cael ei roi yn lle "cyn i'r landlord cymunedol ddod yn landlord arno".
- (3) Rhaid i'r landlord roi'r hysbysiad sy'n ofynnol yn ôl adran 15(1) i ddeiliad y contract ar y diwrnod penodedig neu cyn y diwrnod penodedig.
- 9 (1) Mae'r canlynol yn eithriadau ychwanegol i adrannau 11(1) a 12(3) (contractau a wneir neu a fabwysiedir gan landlord cymunedol yn gontractau diogel).
- (2) Contract wedi ei drosi a oedd, cyn y diwrnod penodedig –
- (a) wedi bod yn denantiaeth ddiogel, ond
- (b) wedi peidio â bod yn denantiaeth o'r fath oherwydd adran 89, 91 neu 93 o Ddeddf Tai 1985 (p. 68) (olyniaeth, aseinio ac is-osod).
- (3) Contract wedi ei drosi a oedd, cyn y diwrnod penodedig –
- (a) wedi bod yn denantiaeth ragarweiniol, ond
- (b) wedi peidio â bod yn denantiaeth o'r fath oherwydd adran 133 o Ddeddf Tai 1996 (p. 52) (olyniaeth).
- (4) Contract wedi ei drosi a oedd, cyn y diwrnod penodedig –
- (a) wedi bod yn denantiaeth isradd, ond
- (b) wedi peidio â bod yn denantiaeth o'r fath oherwydd adran 143I o Ddeddf Tai 1996 (olyniaeth).
- 10 Mae contract diogel wedi ei drosi a oedd yn denantiaeth ddiogel yn union cyn y diwrnod penodedig yn dod yn gontract safonol –
- (a) os bu'r tenant farw cyn y diwrnod penodedig, a
- (b) os ceir digwyddiad ar ôl y diwrnod hwnnw a fyddai, oni bai am y Ddeddf hon, wedi peri i'r contract beidio â bod yn denantiaeth ddiogel o dan adran 89 o Ddeddf Tai 1985 (p. 68) (olyniaeth).

Datganiad ysgrifenedig o gontract wedi ei drosi a darparu gwybodaeth

- 11 (1) Rhaid i'r landlord roi datganiad ysgrifenedig o'r contract i ddeiliad y contract o dan gontract wedi ei drosi cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod penodedig (y "cyfnod darparu gwybodaeth").
- (2) Mae unrhyw gyfeiriadau yn y Ddeddf hon at rwymedigaeth y landlord o dan adran 31(1) i'w darllen, mewn perthynas â chontractau wedi eu trosi, fel cyfeiriadau at rwymedigaeth y landlord o dan is-baragraff (1).

- 8 (1) This paragraph applies where a community landlord becomes the landlord under a fixed term standard contract before the end of the period of one month starting with the appointed day.
- (2) Section 12 (contracts adopted by community landlord) applies as if in subsection (8)(b), for “before the community landlord becomes the landlord” there were substituted “before the end of the period of one month starting with the appointed day (within the meaning of section 242)”.
- (3) The landlord must give the contract-holder the notice required by section 15(1) on or before the appointed day.
- 9 (1) The following are additional exceptions to sections 11(1) and 12(3) (contracts made or adopted by community landlord are secure contracts).
- (2) A converted contract which before the appointed day –
- (a) had been a secure tenancy, but
 - (b) had ceased to be such a tenancy because of section 89, 91 or 93 of the Housing Act 1985 (c. 68) (succession, assignment and sub-letting).
- (3) A converted contract which before the appointed day –
- (a) had been an introductory tenancy, but
 - (b) had ceased to be such a tenancy because of section 133 of the Housing Act 1996 (c. 52) (succession).
- (4) A converted contract which before the appointed day –
- (a) had been a demoted tenancy, but
 - (b) had ceased to be such a tenancy because of section 143I of the Housing Act 1996 (succession).
- 10 A converted secure contract which immediately before the appointed day was a secure tenancy becomes a standard contract if –
- (a) the tenant died before the appointed day, and
 - (b) after that day an event occurs which, but for this Act, would under section 89 of the Housing Act 1985 (c. 68) (succession) have caused the contract to cease to be a secure tenancy.

Written statement of converted contract and provision of information

- 11 (1) The landlord must give the contract-holder under a converted contract a written statement of the contract before the end of the period of six months starting with the appointed day (“the information provision period”).
- (2) Any references in this Act to the landlord’s obligation under section 31(1) are to be read, in relation to converted contracts, as references to the landlord’s obligation under subparagraph (1).

- 12 Mae adrannau 36 a 37 (ceisiadau i'r llys) yn gymwys mewn perthynas â datganiad ysgrifenedig a ddarperir oherwydd paragraff 11(1) fel pe bai'r geiriau a ganlyn wedi eu rhoi yn lle'r geiriau yn adran 36(3) a 37(2), "Os oedd yn ofynnol i'r landlord ddarparu'r datganiad ysgrifenedig o dan baragraff 11(1) o Atodlen 12, ni chaiff deiliad y contract wneud cais i'r llys o dan is-adran (1) cyn –
- (a) diwedd y cyfnod darparu gwybodaeth (o fewn ystyr Atodlen 12), neu
 - (b) os yw'n gynharach, y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig."
- 13 (1) Mae adran 39(1) (gwybodaeth am gyfeiriad y landlord) yn gymwys mewn perthynas â contract wedi ei drosi fel pe bai "y cyfnod darparu gwybodaeth (o fewn ystyr Atodlen 12)" yn cael ei roi yn lle "y cyfnod o 14 diwrnod sy'n dechrau â dyddiad meddiannu'r contract".
- (2) Mae adran 40(2) (tâl digolledu) yn gymwys mewn perthynas ag adran 39(1), fel y'i diwygir gan is-baragraff (1), fel pe bai'r cyfeiriad at y dyddiad perthnasol yn gyfeiriad at ddiwrnod cyntaf y cyfnod o 14 diwrnod sy'n dod i ben â diwrnod olaf y cyfnod darparu gwybodaeth (ac yn unol â hynny mae adran 40 i'w darllen fel pe bai is-adran (5) wedi ei hepgor).

Amrywio

- 14 (1) Ni chaniateir amrywio contract wedi ei drosi cyn bod y landlord wedi rhoi datganiad ysgrifenedig o'r contract i ddeiliad y contract.
- (2) Nid yw is-baragraff (1) yn gymwys i amrywiad o dan adran 104 neu 123 (amrywio rhent).
- 15 (1) Mae adrannau 104 a 123 (amrywio rhent) yn gymwys i contract wedi ei drosi fel pe bai unrhyw amrywiadau yn y rhent sy'n daladwy o dan y contract cyn y diwrnod penodedig yn amrywiadau o dan ba rai bynnag o'r adrannau hynny sy'n berthnasol.
- (2) Rhaid i Weinidogion Cymru wneud darpariaeth drwy reoliadau –
- (a) sy'n galluogi deiliad y contract o dan contract wedi ei drosi perthnasol, ar ôl derbyn hysbysiad o dan adran 104 neu 123, wneud cais i berson neu bersonau rhagnodedig bennu'r rhent ar gyfer yr annedd, a
 - (b) i'r rhent a bennir gan y person neu'r personau rhagnodedig, yn unol ag unrhyw ragdybiaethau a gaiff eu rhagnodi, fod y rhent ar gyfer yr annedd o dan y contract (oni bai bod y landlord a deiliad y contract yn cytuno fel arall).
- (3) Mae contract yn contract wedi ei drosi perthnasol os oedd, yn union cyn y diwrnod penodedig, yn denantiaeth yr oedd adran 13 o Ddeddf Tai 1988 (p. 50) (codiadau rhent o dan denantiaethau cyfnodol sicr) yn gymwys iddi.

Gwast ac ymddwyn fel tenant

- 16 Nid yw adran 101 yn gymwys i contract wedi ei drosi; felly –
- (a) mae deiliad contract o dan contract wedi ei drosi yn ddarostyngedig i'r un atebolrwydd am wast mewn perthynas â'r annedd ag yr oedd yn ddarostyngedig iddo yn union cyn y diwrnod penodedig, a

- 12 Sections 36 and 37 (applications to court) apply in relation to a written statement provided because of paragraph 11(1) as if 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 11(1) of Schedule 12, the contract-holder may not apply to the court under subsection (1) before—
- (a) the end of the information provision period (within the meaning of Schedule 12), or
 - (b) if earlier, the period of 14 days starting with the day on which the landlord gave the contract-holder the written statement.”
- 13 (1) Section 39(1) (information about landlord’s address) applies in relation to a converted contract as if for “the period of 14 days starting with the occupation date of the contract” there were substituted “the information provision period (within the meaning of Schedule 12)”.
- (2) Section 40(2) (compensation) applies in relation to section 39(1), as modified by sub-paragraph (1), as if the relevant date were the first day of the period of 14 days ending with the last day of the information provision period (and accordingly section 40 is to be read as if subsection (5) were omitted).

Variation

- 14 (1) A converted contract may not be varied before the landlord has given the contract-holder a written statement of the contract.
- (2) Sub-paragraph (1) does not apply to a variation under section 104 or 123 (variation of rent).
- 15 (1) Sections 104 and 123 (variation of rent) apply to a converted contract as if any variations in the rent payable under the contract before the appointed day were variations under whichever of those sections applies.
- (2) The Welsh Ministers must by regulations make provision—
- (a) enabling the contract-holder under a relevant converted contract, following receipt of a notice under section 104 or 123, to apply to a prescribed person or persons for a determination of the rent for the dwelling, and
 - (b) for the rent determined by the prescribed person or persons, in accordance with such assumptions as may be prescribed, to be the rent for the dwelling under the contract (unless the landlord and contract-holder otherwise agree).
- (3) A converted contract is a relevant converted contract if immediately before the appointed day it was a tenancy to which section 13 of the Housing Act 1988 (c. 50) (increases of rent under assured periodic tenancies) applied.

Waste and tenant-like user

- 16 Section 101 does not apply to a converted contract; accordingly—
- (a) a contract-holder under a converted contract is subject to the same liability for waste in respect of the dwelling as he or she was subject to immediately before the appointed day, and

- (b) mae'r rheol gyfreithiol sy'n golygu bod dyletswydd oblygedig ar denant i ymddwyn fel tenant wrth ddefnyddio mangre sydd ar les yn gymwys i ddeiliad contract o dan gontract wedi ei drosi fel yr oedd yn gymwys iddo yn union cyn y diwrnod penodedig.

Delio

- 17 (1) Mae'r paragraff hwn yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol wedi ei drosi a oedd yn denantiaeth ddiogel yn union cyn y diwrnod penodedig.
- (2) Caiff deiliad y contract ganiatáu i bersonau fyw yn yr annedd fel lletywyd.
- 18 (1) Mae'r paragraff hwn yn gymwys mewn perthynas â chontract wedi ei drosi—
- (a) sy'n gontract diogel neu'n gontract safonol cyfnodol, a
- (b) y mae cyd-ddeiliaid contract oddi tano a oedd yn denantiaid cydradd mewn ecwiti yn union cyn y diwrnod penodedig.
- (2) Mae'r darpariaethau contractau safonol cyfnod penodol a grybwyllir yn is-adran (1) o bob un o adrannau 140, 141 a 142 (trosglwyddiadau) yn delerau'r contract, ac mae is-adrannau (2) a (3) o bob un o'r adrannau hynny yn gymwys yn unol â hynny.
- 19 (1) Mae'r paragraff hwn yn gymwys mewn perthynas â chontract wedi ei drosi sy'n gontract safonol cyfnod penodol.
- (2) Mae'r darpariaethau contractau safonol cyfnod penodol a grybwyllir yn is-adran (1) o bob un o adrannau 139, 140, 141 a 142 (trosglwyddiadau) yn delerau'r contract, ac mae is-adrannau (2) a (3) o bob un o'r adrannau hynny yn gymwys yn unol â hynny.
- (3) Nid yw is-baragraff (2) yn gymwys i'r graddau y mae unrhyw un neu ragor o'r darpariaethau hynny yn anghydnaws ag un o delerau presennol y contract.

Olyniaeth

- 20 (1) Mae deiliad y contract o dan gontract wedi ei drosi i'w drin fel olynydd â blaenoriaeth mewn perthynas â'r contract—
- (a) os oedd y contract wedi ei drosi, yn union cyn y diwrnod penodedig, yn denantiaeth o ddisgrifiad sydd yng ngholofn 1 o Dabl 6,
- (b) os oedd, cyn y diwrnod penodedig, wedi ei freinio yn neiliad y contract o dan y ddarpariaeth sydd yng ngholofn 2 o'r Tabl hwnnw, ac
- (c) os oedd deiliad y contract yn gymwys i olynu oherwydd y darpariaethau yng ngholofn 3 o'r Tabl hwnnw.

- (b) the rule of law under which a tenant has an implied duty to use demised premises in a tenant-like manner applies to a contract-holder under a converted contract as it applied to him or her immediately before the appointed day.

Dealing

- 17 (1) This paragraph is a fundamental provision which is incorporated as a term of all converted standard contracts which immediately before the appointed day were secure tenancies.
 - (2) The contract-holder may allow persons to live in the dwelling as lodgers.
- 18 (1) This paragraph applies in relation to a converted contract—
 - (a) which is a secure contract or periodic standard contract, and
 - (b) under which there are joint contract-holders who were tenants in common in equity immediately before the appointed day.
 - (2) The provisions of fixed term standard contracts mentioned in subsection (1) of each of sections 140, 141 and 142 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
- 19 (1) This paragraph applies in relation to a converted contract which is a fixed term standard contract.
 - (2) The provisions of fixed term standard contracts mentioned in subsection (1) of each of sections 139, 140, 141 and 142 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
 - (3) Sub-paragraph (2) does not apply to the extent that any of those provisions is incompatible with an existing term of the contract.

Succession

- 20 (1) The contract-holder under a converted contract is to be treated as a priority successor in relation to the contract if—
 - (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 6,
 - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
 - (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

TABL 6

Y MATH O DENANTIAETH	Y DDARPARIAETH FREINIO	Y DARPARIAETHAU CYMHWYSO
Tenantiaeth ddiogel	Adran 89 o Ddeddf Tai 1985 (p. 68)	Adrannau 87 a 113(1)(a) o'r Ddeddf honno
Tenantiaeth ragarweiniol	Adran 133 o Ddeddf Tai 1996 (p. 52)	Adrannau 131 a 140(1)(a) o'r Ddeddf honno
Tenantiaeth isradd	Adran 143H o Ddeddf Tai 1996	Adran 143P(1)(a) neu (b) o'r Ddeddf honno

(2) Mae deiliad y contract o dan gontract wedi ei drosi hefyd i'w drin fel olynydd â blaenoriaeth mewn perthynas â'r contract—

- (a) os oedd y contract, yn union cyn y diwrnod penodedig, yn denantiaeth sicr,
- (b) os oedd, cyn y diwrnod penodedig, wedi ei freinio yn neiliad y contract o dan adran 17 o Ddeddf Tai 1988 (p. 50) (olynu i denantiaeth sicr), ac
- (c) os oedd y landlord o dan y contract, ar y diwrnod penodedig, yn landlord cymunedol.

21 (1) Mae deiliad y contract o dan gontract wedi ei drosi i'w drin fel olynydd wrth gefn mewn perthynas â'r contract—

- (a) os oedd y contract wedi ei drosi, yn union cyn y diwrnod penodedig, yn denantiaeth o ddisgrifiad sydd yng ngholofn 1 o Dabl 7,
- (b) os oedd, cyn y diwrnod penodedig, wedi ei freinio yn neiliad y contract o dan y ddarpariaeth sydd yng ngholofn 2 o'r Tabl hwnnw, ac
- (c) os oedd deiliad y contract yn gymwys i olynu oherwydd y darpariaethau sydd yng ngholofn 3 o'r Tabl hwnnw.

TABL 7

Y MATH O DENANTIAETH	Y DDARPARIAETH FREINIO	Y DARPARIAETHAU CYMHWYSO
Tenantiaeth ddiogel	Adran 89 o Ddeddf Tai 1985 (p. 68)	Adrannau 87(b) a 113(1)(b) o'r Ddeddf honno
Tenantiaeth ragarweiniol	Adran 133 o Ddeddf Tai 1996 (p. 52)	Adrannau 131(b) a 140(1)(b) o'r Ddeddf honno
Tenantiaeth isradd	Adran 143H o Ddeddf Tai 1996	Adran 143P(1)(c) o'r Ddeddf honno

(2) Mae deiliad y contract o dan gontract wedi ei drosi i'w drin fel olynydd wrth gefn mewn perthynas â'r contract—

- (a) os oedd y contract, yn union cyn y diwrnod penodedig, yn denantiaeth sicr, a

TABLE 6

TYPE OF TENANCY	VESTING PROVISION	QUALIFYING PROVISIONS
Secure tenancy	Section 89 of the Housing Act 1985 (c. 68)	Sections 87 and 113(1)(a) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131 and 140(1)(a) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	Section 143P(1)(a) or (b) of that Act

- (2) The contract-holder under a converted contract is also to be treated as a priority successor in relation to the contract if –
- (a) immediately before the appointed day the contract was an assured tenancy,
 - (b) before the appointed day it had vested in the contract-holder under section 17 of the Housing Act 1988 (c. 50) (succession to assured tenancy), and
 - (c) on the appointed day the landlord under the contract was a community landlord.

- 21 (1) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –
- (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 7,
 - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
 - (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

TABLE 7

TYPE OF TENANCY	VESTING PROVISION	QUALIFYING PROVISIONS
Secure tenancy	Section 89 of the Housing Act 1985 (c. 68)	Sections 87(b) and 113(1)(b) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131(b) and 140(1)(b) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	Section 143P(1)(c) of that Act

- (2) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –
- (a) immediately before the appointed day the contract was an assured tenancy, and

- (b) os oedd deiliad y contract, cyn y diwrnod penodedig, wedi dod â hawl i'r denantiaeth sicr o dan baragraff 3 o Atodlen 1 i Ddeddf Rhenti 1977 (p. 42) (olyniaeth).
- (3) Mae deiliad y contract o dan gontract wedi ei drosi i'w drin fel olynydd wrth gefn mewn perthynas â'r contract—
 - (a) os oedd y contract, yn union cyn y diwrnod penodedig, yn denantiaeth sicr,
 - (b) os oedd, cyn y diwrnod penodedig, wedi ei freinio yn neiliad y contract o dan adran 17 o Ddeddf Tai 1988 (p. 50) (olynu i denantiaeth sicr), ac
 - (c) os oedd y landlord o dan y contract, ar y diwrnod penodedig, yn landlord preifat.

Gofyniad i feddiannu annedd fel prif gartref o dan gontractau penodol wedi eu trosi

- 22 (1) Mae is-baragraff (2) yn cael effaith mewn perthynas â chontract wedi ei drosi y mae'r paragraff hwn yn gymwys iddo fel pe bai'n ddarpariaeth atodol a ragnodwyd gan Weinidogion Cymru o dan adran 23.
- (2) Rhaid i ddeiliad y contract (neu o leiaf un ohonynt, os oes mwy nag un) feddiannu'r annedd sy'n ddarostyngedig i'r contract fel ei unig gartref neu ei brif gartref.
- (3) Mae'r paragraff hwn yn gymwys i gontract wedi ei drosi a oedd, yn union cyn y diwrnod penodedig—
- (a) yn denantiaeth warchodedig neu denantiaeth statudol,
 - (b) yn denantiaeth ddiogel,
 - (c) yn denantiaeth sicr,
 - (d) yn denantiaeth ragarweiniol, neu
 - (e) yn denantiaeth isradd.

Contractau safonol rhagarweiniol

- 23 (1) Mae'r paragraff hwn yn gymwys i gontract wedi ei drosi sy'n cael effaith fel contract safonol rhagarweiniol oherwydd paragraff 5.
- (2) Mae cyfnod rhagarweiniol y contract yn dod i ben—
- (a) os bu farw'r tenant cyn y diwrnod penodedig, a
 - (b) os ceir digwyddiad ar ôl y diwrnod hwnnw a fyddai, oni bai am y Ddeddf hon, wedi peri i'r contract beidio â bod yn denantiaeth ragarweiniol o dan adran 133 o Ddeddf Tai 1996 (p. 52) (olyniaeth),
- ac nid yw adran 16(1)(b) o'r Ddeddf hon (trosi i gontract diogel) yn gymwys pan fo'r cyfnod rhagarweiniol yn dod i ben oherwydd yr is-baragraff hwn.
- (3) Mae'r Ddeddf hon yn gymwys fel pe bai'r cyfeiriad ym mharagraff 1(7) o Atodlen 4 at ddyddiad cyflwyno'r contract yn gyfeiriad at y diwrnod a oedd yn ddechrau'r cyfnod prawf o dan adran 125(2)(a) neu (b) o Ddeddf Tai 1996.
- (4) Mae paragraff 2 o Atodlen 4 (cyfnod rhagarweiniol pan fo contractau blaenorol) yn gymwys fel pe bai cyfeiriadau at gontractau safonol rhagarweiniol yn gyfeiriadau at—

- (b) before the appointed day the contract-holder had become entitled to the assured tenancy under paragraph 3 of Schedule 1 to the Rent Act 1977 (c. 42) (succession).
- (3) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –
 - (a) immediately before the appointed day the contract was an assured tenancy,
 - (b) before the appointed day it had vested in the contract-holder under section 17 of the Housing Act 1988 (c. 50) (succession to assured tenancy), and
 - (c) on the appointed day the landlord under the contract was a private landlord.

Requirement to occupy dwelling as main home under certain converted contracts

- 22 (1) Sub-paragraph (2) has effect in relation to a converted contract to which this paragraph applies as if it were a supplementary provision prescribed by the Welsh Ministers under section 23.
- (2) The contract-holder (or if more than one, at least one of them) must occupy the dwelling subject to the contract as his or her only or principal home.
- (3) This paragraph applies to a converted contract which immediately before the appointed day was –
 - (a) a protected or statutory tenancy,
 - (b) a secure tenancy,
 - (c) an assured tenancy,
 - (d) an introductory tenancy, or
 - (e) a demoted tenancy.

Introductory standard contracts

- 23 (1) This paragraph applies to a converted contract which has effect as an introductory standard contract because of paragraph 5.
- (2) The introductory period of the contract ends if –
 - (a) the tenant died before the appointed day, and
 - (b) after that day an event occurs which, but for this Act, would under section 133 of the Housing Act 1996 (c. 52) (succession) have caused the contract to cease to be an introductory tenancy,and section 16(1)(b) of this Act (conversion to secure contract) does not apply where the introductory period ends because of this sub-paragraph.
- (3) This Act applies as if the reference in paragraph 1(7) of Schedule 4 to the introduction date of the contract were to the day which was the beginning of the trial period under section 125(2)(a) or (b) of the Housing Act 1996.
- (4) Paragraph 2 of Schedule 4 (introductory period where there are previous contracts) applies as if references to introductory standard contracts were to –

- (a) tenantiaethau byrddaliol sicr yr oedd y landlord oddi tanynt yn landlord cymdeithasol cofrestredig neu'n ddarparwr tai cymdeithasol cofrestredig preifat, neu
 - (b) tenantiaethau rhagarweiniol.
- (5) At ddibenion paragraff 2 o Atodlen 4 dyddiad cyflwyno tenantiaeth fyrddaliol sicr yr oedd y landlord oddi tani yn landlord cymdeithasol cofrestredig neu'n ddarparwr tai cymdeithasol preifat cofrestredig yw –
- (a) y diwrnod yr oedd gan y tenant hawl i ddechrau meddiannu'r annedd, neu
 - (b) os na wnaed y denantiaeth â landlord cymdeithasol cofrestredig neu ddarparwr tai cymdeithasol preifat cofrestredig, y diwrnod y daeth landlord cymdeithasol cofrestredig neu ddarparwr tai cymdeithasol preifat cofrestredig yn landlord.
- (6) At ddibenion paragraff 2 o Atodlen 4 dyddiad cyflwyno tenantiaeth rhagarweiniol yw'r diwrnod a oedd yn ddechrau'r cyfnod prawf o dan adran 125(2)(a) neu (b) o Ddeddf Tai 1996.
- (7) Nid yw paragraff 2(5) a (6) o Atodlen 4 yn gymwys, ond mae unrhyw hysbysiad o estyniad a roddir mewn perthynas â'r contract wedi ei drosi o dan adran 125A o Ddeddf Tai 1996 yn cael effaith fel pe bai wedi ei roi o dan baragraff 3 o'r Atodlen honno.

Contract safonol ymddygiad gwaharddedig

- 24 (1) Mae'r Ddeddf hon yn gymwys i gontract wedi ei drosi sy'n cael effaith fel contract safonol ymddygiad gwaharddedig oherwydd paragraff 6 fel pe bai –
- (a) y gorchymyn israddio yn orchymyn o dan adran 116 (gorchymyn yn arddodi contract safonol cyfnodol),
 - (b) cyfeiriadau at ddyddiad meddiannu'r contract yn gyfeiriadau at y diwrnod y cafodd y gorchymyn israddio effaith, ac
 - (c) paragraffau 4 i 7 o Atodlen 7 (newid y cyfnod prawf) wedi eu hepgor.
- (2) Y "gorchymyn israddio" yw –
- (a) y gorchymyn o dan adran 82A o Ddeddf Tai 1985 (p. 68) neu adran 6A o Ddeddf Tai 1988 (p. 50) yr oedd adran 20B o Ddeddf Tai 1988 yn gymwys o'i herwydd, neu
 - (b) y gorchymyn o dan adran 82A o Ddeddf Tai 1985 yr oedd adran 143A o Ddeddf Tai 1996 (p. 52) yn gymwys o'i herwydd.

Y landlord yn terfynu'r contract

- 25 Nid yw adrannau 173 i 180 (terfynu yn sgil hysbysiad y landlord) yn gymwys i gontract safonol cyfnodol a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth sicr ond nid yn denantiaeth fyrddaliol sicr.
- 26 (1) Nid yw adran 194 (cymal terfynu'r landlord) yn gymwys i'r contractau safonol cyfnod penodol a ganlyn (ac yn unol â hynny nid yw adrannau 195 i 201 wedi eu hymgorffori fel telerau contractau o'r fath).
- (2) Contract safonol cyfnod penodol a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth ddiogel am gyfnod penodol.

- (a) assured shorthold tenancies under which the landlord was a registered social landlord or a private registered provider of social housing, or
 - (b) introductory tenancies.
- (5) For the purposes of paragraph 2 of Schedule 4 the introduction date of an assured shorthold tenancy under which the landlord was a registered social landlord or a private registered provider of social housing is –
- (a) the day on which the tenant was entitled to begin occupying the dwelling, or
 - (b) if the tenancy was not made with a registered social landlord or a private registered provider of social housing, the day a registered social landlord or a private registered provider of social housing became the landlord.
- (6) For the purposes of paragraph 2 of Schedule 4 the introduction date of an introductory tenancy is the day which was the beginning of the trial period under section 125(2)(a) or (b) of the Housing Act 1996.
- (7) Paragraph 2(5) and (6) of Schedule 4 does not apply, but any notice of extension given in relation to the converted contract under section 125A of the Housing Act 1996 has effect as if given under paragraph 3 of that Schedule.

Prohibited conduct standard contract

- 24 (1) This Act applies to a converted contract which has effect as a prohibited conduct standard contract because of paragraph 6 as if –
- (a) the demotion order were an order under section 116 (order imposing periodic standard contract),
 - (b) references to the occupation date of the contract were to the day on which the demotion order took effect, and
 - (c) paragraphs 4 to 7 of Schedule 7 (changing the probation period) were omitted.
- (2) The “demotion order” is –
- (a) the order under section 82A of the Housing Act 1985 (c. 68) or section 6A of the Housing Act 1988 (c. 50) because of which section 20B of the Housing Act 1988 applied, or
 - (b) the order under section 82A of the Housing Act 1985 because of which section 143A of the Housing Act 1996 (c. 52) applied.

Termination of contract by landlord

- 25 Sections 173 to 180 (termination by landlord’s notice) are not applicable to a periodic standard contract which immediately before the appointed day was an assured tenancy but not an assured shorthold tenancy.
- 26 (1) Section 194 (landlord’s break clause) does not apply to the following fixed term standard contracts (and accordingly sections 195 to 201 are not incorporated as terms of such contracts).
- (2) A fixed term standard contract which immediately before the appointed day was a secure tenancy for a fixed term.

- (3) Contract safonol cyfnod penodol—
- (a) a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth sicr am gyfnod penodol, a
 - (b) nad yw'n gontract wedi ei eithrio.
- (4) Mae contract yn gontract wedi ei eithrio pe gallai'r landlord, yn union cyn y diwrnod penodedig, fod wedi gwneud hawliad meddiant gan ddibynnu ar Sail 3 neu 4 o Atodlen 2 i Ddeddf Tai 1988 (p. 50).
- 27 Mae Sail C o'r seiliau rheoli ystad (llety arbennig: elusennau) yn gymwys i gontract wedi ei drosi fel pe bai'r contract meddiannaeth wedi ei wneud ar y diwrnod penodedig.

Y landlord yn terfynu contract a oedd yn denantiaeth sicr: seiliau meddiant absoliwt ychwanegol

- 28 (1) Mae'r paragraff hwn yn gymwys mewn perthynas â chontract wedi ei drosi a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth sicr.
- (2) Caiff y landlord hawlio meddiant o'r annedd sy'n ddarostyngedig i'r contract gan ddibynnu ar Sail 1, 2 neu 5 o Atodlen 2 i Ddeddf Tai 1988 (p. 50).
- (3) Ond ni chaiff y landlord wneud hynny cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i ddeiliad y contract (yn unol ag adran 150) sy'n pennu'r Sail honno.
- (4) Yn ddarostyngedig i adran 204 (hawliadau meddiant: pwerau'r llys) (sy'n gymwys fel pe bai is-adran (1)(a) yn cynnwys cyfeiriad at is-baragraff (3)), os yw'r llys wedi ei fodloni bod y Sail wedi ei phrofi rhaid iddo wneud gorchymyn adennill meddiant (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).
- 29 (1) Mae'r paragraff hwn hefyd yn gymwys mewn perthynas â chontract wedi ei drosi a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth sicr.
- (2) Caiff y landlord hawlio meddiant o'r annedd sy'n ddarostyngedig i'r contract gan ddibynnu ar Sail 7 o Atodlen 2 i Ddeddf Tai 1988 (p. 50) —
- (a) os bu farw'r tenant o dan y denantiaeth sicr cyn y diwrnod penodedig, a
 - (b) os yw'r denantiaeth sicr wedi disgyn o dan ewyllys y tenant neu o dan y rheolau diewyllysedd cyn y diwrnod penodedig, neu os yw'r contract wedi ei drosi yn disgyn felly ar ôl y diwrnod penodedig.
- (3) Ond ni chaiff y landlord wneud hynny cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i ddeiliad y contract yn pennu'r Sail honno.
- (4) Yn ddarostyngedig i adran 204 (hawliadau meddiant: pwerau'r llys) (sy'n gymwys fel pe bai is-adran (1)(a) yn cynnwys cyfeiriad at is-baragraff (3)), os yw'r llys wedi ei fodloni bod y Sail wedi ei phrofi rhaid iddo wneud gorchymyn adennill meddiant (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).

- (3) A fixed term standard contract which—
 - (a) immediately before the appointed day was an assured tenancy for a fixed term, and
 - (b) is not an excluded contract.
- (4) A contract is an excluded contract if, immediately before the appointed day, the landlord could have made a claim for possession relying on Ground 3 or 4 of Schedule 2 to the Housing Act 1988 (c. 50).

27 Estate management Ground C (special accommodation: charities) applies to a converted contract as if the occupation contract was made on the appointed day.

Termination of contract that was assured tenancy by landlord: additional absolute grounds for possession

- 28 (1) This paragraph applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
 - (2) The landlord may claim possession of the dwelling subject to the contract relying on Ground 1, 2 or 5 of Schedule 2 to the Housing Act 1988 (c. 50).
 - (3) But the landlord may not do so before the end of the period of two months starting with the day on which the landlord gives the contract-holder a possession notice (in accordance with section 150) specifying that Ground.
 - (4) Subject to section 204 (possession claims: powers of court) (which applies as if subsection (1)(a) included a reference to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession (subject to any available defence based on the contract-holder's Convention rights).
- 29 (1) This paragraph also applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
 - (2) The landlord may claim possession of the dwelling subject to the contract relying on Ground 7 of Schedule 2 to the Housing Act 1988 (c. 50) if—
 - (a) the tenant under the assured tenancy died before the appointed day, and
 - (b) before the appointed day the assured tenancy devolved, or after the appointed day the converted contract devolves, under the tenant's will or intestacy.
 - (3) But the landlord may not do so before the end of the period of two months starting with the day on which the landlord gives the contract-holder a possession notice specifying that Ground.
 - (4) Subject to section 204 (possession claims: powers of court) (which applies as if subsection (1)(a) included a reference to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession (subject to any available defence based on the contract-holder's Convention rights).

Tenantiaethau a thrwyddedau goblygedig

- 30 (1) Mae'r paragraff hwn yn gymwys os yw annedd, yn union cyn y diwrnod penodedig, yn cael ei meddiannu fel cartref gan berson sy'n dresmaswr mewn perthynas â'r annedd honno.
- (2) Mae adran 238 (tenantiaethau a thrwyddedau goblygedig) –
- (a) yn gymwys i daliadau a wnaed gan y person cyn y diwrnod penodedig fel y mae'n gymwys i daliadau a wneir ganddo ar ôl y diwrnod penodedig, a
 - (b) yn gymwys fel pe bai diwedd y cyfnod perthnasol yn ddiwedd y cyfnod a grybwyllir yn adran 238(3) neu, os yw'n hwyrach, y diwrnod penodedig.

Y dyddiad meddiannu

- 31 Y dyddiad meddiannu, mewn perthynas â contract wedi ei drosi, yw'r diwrnod y daeth deiliad y contract i fod â hawl i feddiannu'r annedd o dan y denantiaeth neu'r drwydded a ddaeth yn contract meddiannaeth ar y diwrnod penodedig.

Contractau meddiannaeth sy'n cymryd lle contractau eraill

- 32 (1) Os oes, ar ôl i contract wedi ei drosi ddod i ben, un neu ragor o contractau pellach yn cymryd ei le, at ddibenion yr Atodlen hon (ac eithrio paragraff 28), mae'r contract sy'n cymryd ei le i'w drin fel pe bai (neu'r contractau sy'n cymryd ei le i'w trin fel pe baent) yr un denantiaeth neu drwydded â'r contract sydd wedi ei drosi.
- (2) Mae'r canlynol yn contractau sy'n cymryd lle contract arall.
- (3) Contract meddiannaeth rhwng –
- (a) deiliad contract a oedd, yn union cyn dyddiad meddiannu'r contract, yn ddeiliad contract o dan contract wedi ei drosi neu o dan contract sy'n cymryd lle contract arall, a
 - (b) landlord a oedd, yn union cyn y dyddiad hwnnw, yn landlord o dan y contract wedi ei drosi neu o dan y contract sy'n cymryd lle contract arall,
- 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.
- (4) Ond pan fo contract wedi ei drosi neu contract sy'n cymryd lle contract arall yn contract safonol cyfnod penodol, nid yw contract meddiannaeth sy'n bodoli yn sgil adran 184(2), neu sydd o fewn adran 184(6) (contractau pellach ar ddiwedd cyfnod penodol), yn contract sy'n cymryd lle contract arall.
- (5) Os yw contract wedi ei drosi neu contract 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 12(3)(b).
- (6) Os terfynir contract wedi ei drosi neu contract sy'n cymryd lle contract arall o dan adran 220 (cefnu), ac os yw'r llys o dan adran 222(3)(b) yn gorchymyn i'r landlord ddarparu llety arall addas, contract meddiannaeth a wneir yn unol â'r gorchymyn.

Implied tenancies and licences

- 30 (1) This paragraph applies if, immediately before the appointed day, a dwelling is occupied as a home by a person who is a trespasser in relation to that dwelling.
- (2) Section 238 (implied tenancies and licences) –
- (a) applies to payments made by the person before the appointed day as to payments made by him or her after the appointed day, and
 - (b) applies as if the end of the relevant period were the end of the period mentioned in section 238(3) or, if later, the appointed day.

The occupation date

- 31 The occupation date, in relation to a converted contract, is the day on which the contract-holder became entitled to occupy the dwelling under the tenancy or licence which became an occupation contract on the appointed day.

Substitute occupation contracts

- 32 (1) If after a converted contract ends there are one or more substitute contracts, for the purposes of this Schedule (except paragraph 28), the substitute contract is (or the substitute contracts are) to be treated as if they were the same tenancy or licence as the converted contract.
- (2) The following are substitute contracts.
- (3) An occupation contract between –
- (a) a contract-holder who immediately before the occupation date of the contract was a contract-holder under a converted contract or a substitute contract, and
 - (b) a landlord that immediately before that date was a landlord under the converted contract or substitute contract,
- which relates to the same (or substantially the same) dwelling as the converted contract or substitute contract.
- (4) But where a converted or substitute contract is a fixed term standard contract, an occupation contract which arises under section 184(2), or is within section 184(6) (further contracts at end of fixed term), is not a substitute contract.
- (5) 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).
- (6) If a converted contract or a substitute contract is ended under section 220 (abandonment), and under section 222(3)(b) the court orders the landlord to provide suitable alternative accommodation, an occupation contract made in accordance with the order.

- (7) Os yw'r llys o dan adran 210 (seiliau rheoli ystad) yn gwneud gorchymyn i adennill meddiant o annedd sy'n ddarostyngedig i gontract wedi ei drosi neu gontract sy'n cymryd lle contract arall, contract meddiannaeth a wneir i ddarparu llety arall addas i ddeiliad y contract.

Pŵer i ddiwygio'r Atodlen

33 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau.

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- (7) If under section 210 (estate management grounds) the court makes an order for possession of a dwelling subject to a converted contract or a substitute contract, an occupation contract made to provide the contract-holder with suitable alternative accommodation.

Power to amend Schedule

33 The Welsh Ministers may by regulations amend this Schedule.

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