



Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021

2021 dsc 3

Renting Homes (Amendment) (Wales) Act 2021

2021 asc 3

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

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

£16.40



Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021

2021 dsc 3

Renting Homes (Amendment) (Wales) Act 2021

2021 asc 3



Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021

2021 dsc 3

CYNNWYS

Hysbysiad y landlord: y cyfnodau hysbysu byrraf a ganiateir

- 1 Hysbysiad y landlord o dan gontract safonol cyfnodol: y cyfnod hysbysu byrraf a ganiateir
- 2 Cymal terfynu'r landlord o dan gontract safonol cyfnod penodol: y cyfnod hysbysu byrraf a ganiateir
- 3 Contractau safonol sydd â chyfnod hysbysu a ganiateir o ddau fis

Pryd y caniateir rhoi hysbysiad y landlord

- 4 Hysbysiad y landlord o dan gontract safonol cyfnodol: pryd y caniateir rhoi hysbysiad
- 5 Cymal terfynu'r landlord o dan gontract safonol cyfnod penodol: pryd y caniateir rhoi hysbysiad

Rhoi hysbysiad y landlord a thynnu'r hysbysiad yn ôl

- 6 Cyfyngiadau ar roi hysbysiad o dan adran 173 neu 186 neu o dan gymal terfynu'r landlord: torri rhwymedigaethau statudol
- 7 Cyfyngiadau ar roi hysbysiadau landlord pellach o dan gontract safonol cyfnodol
- 8 Tynnu hysbysiad o dan adran 173 ac o dan gymal terfynu'r landlord yn ôl
- 9 Cyfyngiad ar roi hysbysiad o dan adran 173 ac o dan gymal terfynu'r landlord yn dilyn hawliad meddiant dialgar

Darpariaeth bellach ynghylch terfynu contractau safonol cyfnod penodol

- 10 Hysbysiad mewn cysylltiad â diwedd cyfnod contractau safonol cyfnod penodol wedi ei gyfyngu i gontractau penodol
- 11 Cyfyngu cymal terfynu'r landlord i gontractau safonol cyfnod penodol penodedig

Amrywio contractau safonol cyfnodol

- 12 Cais y landlord i amrywio telerau contract safonol cyfnodol: dileu'r weithdrefn hysbysu ychwanegol



Renting Homes (Amendment) (Wales) Act 2021

2021 asc 3

CONTENTS

Landlord's notice: minimum notice periods

- 1 Landlord's notice under periodic standard contract: minimum notice period
- 2 Landlord's break clause under fixed term standard contract: minimum notice period
- 3 Standard contracts with minimum notice period of two months

When landlord's notice may be given

- 4 Landlord's notice under periodic standard contract: when notice may be given
- 5 Landlord's break clause under fixed term standard contract: when notice may be given

Giving and withdrawing landlord's notice

- 6 Restrictions on giving notice under section 173 or 186 or under a landlord's break clause: breaches of statutory obligations
- 7 Restrictions on giving further landlord's notices under periodic standard contract
- 8 Withdrawal of notice under section 173 and under a landlord's break clause
- 9 Restriction on giving notice under section 173 and under landlord's break clause following retaliatory possession claim

Further provision about termination of fixed term standard contracts

- 10 Notice in connection with end of term of fixed term standard contracts restricted to certain contracts
- 11 Landlord's break clause restricted to certain fixed term standard contracts

Variation of periodic standard contracts

- 12 Landlord's request to vary periodic standard contract terms: removal of additional notice procedure

Gwahardd deiliad contract dros dro o annedd o dan gontract safonol

- 13 Pŵer i gyfyngu'r hawl i wahardd deiliad contract o annedd am gyfnodau penodedig
Amrywiol
- 14 Diwygiadau amrywiol i Ddeddf 2016
- 15 Taliadau gwasanaeth a ganiateir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019
etc.
- 16 Ffi am gopi pellach o ddatganiad ysgrifenedig i fod yn daliad a ganiateir
Cyffredinol
- 17 Dehongli
- 18 Mân ddiwygiadau a diwygiadau canlyniadol
- 19 Dod i rym
- 20 Enw byr

- Atodlen 1 – Atodlen 8A newydd i Ddeddf 2016
- Atodlen 2 – Atodlen 9A newydd i Ddeddf 2016
- Atodlen 3 – Atodlen 9B newydd i Ddeddf 2016
- Atodlen 4 – Atodlen 9C newydd i Ddeddf 2016
- Atodlen 5 – Diwygiadau amrywiol i Ddeddf 2016
- Atodlen 6 – Mân ddiwygiadau a diwygiadau canlyniadol

Temporary exclusion of contract-holder from dwelling under standard contract

- 13 Power to restrict right to exclude contract-holder from dwelling for specified periods

Miscellaneous

- 14 Miscellaneous amendments to the 2016 Act
15 Service charges permitted by the Renting Homes (Fees etc.) (Wales) Act 2019 etc.
16 Fee for further copy of written statement to be a permitted payment

General

- 17 Interpretation
18 Minor and consequential amendments
19 Coming into force
20 Short title

- Schedule 1 – New Schedule 8A to the 2016 Act
Schedule 2 – New Schedule 9A to the 2016 Act
Schedule 3 – New Schedule 9B to the 2016 Act
Schedule 4 – New Schedule 9C to the 2016 Act
Schedule 5 – Miscellaneous amendments to the 2016 Act
Schedule 6 – Minor and consequential amendments



Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021

Deddf Senedd Cymru i wneud darpariaeth ynglŷn â sicrwydd meddiannaeth o dan Ddeddf Rhentu Cartrefi (Cymru) 2016; i wneud darpariaeth amrywiol yn ymwneud â chontractau meddiannaeth; ac at ddibenion cysylltiedig. [7 Ebrill 2021]

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

Hysbysiad y landlord: y cyfnodau hysbysu byrraf a ganiateir

- 1 Hysbysiad y landlord o dan gontract safonol cyfnodol: y cyfnod hysbysu byrraf a ganiateir**
- (1) Mae Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (“Deddf 2016”) wedi ei diwygio fel a ganlyn.
- (2) Yn adran 174 (hysbysiadau o dan adran 173: y cyfnod hysbysu byrraf a ganiateir) –
- (a) yn is-adran (1), yn lle “dau fis” rhodder “chwe mis”;
- (b) yn lle is-adran (2) rhodder –
- “(2) 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 8A (pa un a ydynt yn ymgorffori adran 173 fel un o delerau’r contract ai peidio).”
- (3) Ar ôl adran 174 mewnosoder –



Renting Homes (Amendment) (Wales) Act 2021

An Act of Senedd Cymru to make provision about security of occupation under the Renting Homes (Wales) Act 2016; to make miscellaneous provision relating to occupation contracts; and for connected purposes. [7 April 2021]

Having been passed by Senedd Cymru and having received the assent of Her Majesty, it is enacted as follows:

Landlord's notice: minimum notice periods

1 Landlord's notice under periodic standard contract: minimum notice period

- (1) The Renting Homes (Wales) Act 2016 (anaw 1) ("the 2016 Act") is amended as follows.
- (2) In section 174 (notices under section 173: minimum notice period) –
 - (a) in subsection (1), for "two months" substitute "six months";
 - (b) for subsection (2) substitute –
 - (2) 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 8A (whether or not they incorporate section 173 as a term of the contract)."
- (3) After section 174, insert –

“174A Y cyfnod hysbysu byrraf a ganiateir: contractau safonol cyfnodol o fewn Atodlen 8A

- (1) Os yw contract safonol cyfnodol o fewn Atodlen 8A, 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 sydd –
 - (a) yn ymgorffori adran 173 fel un o delerau'r contract, a
 - (b) o fewn Atodlen 8A.”

2 Cymal terfynu'r landlord o dan contract safonol cyfnod penodol: y cyfnod hysbysu byrraf a ganiateir

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 195 (cymal terfynu'r landlord: y cyfnod hysbysu byrraf a ganiateir) –
 - (a) yn is-adran (1), yn lle “dau fis” rhodder “chwe mis”;
 - (b) yn lle is-adran (2) rhodder –
 - “(2) 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 8A (pa un a ydynt yn cynnwys cymal terfynu'r landlord ai peidio).”
- (3) Ar ôl adran 195 mewnosoder –

“195A Y cyfnod hysbysu byrraf a ganiateir: contractau safonol cyfnod penodol sydd o fewn Atodlen 8A

- (1) Os yw contract safonol cyfnod penodol o fewn Atodlen 8A, 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 –
 - (a) yn cynnwys cymal terfynu'r landlord, a
 - (b) o fewn Atodlen 8A.”

3 Contractau safonol sydd â chyfnod hysbysu a ganiateir o ddau fis

Mae Atodlen 1 yn mewnosod Atodlen 8A newydd i Ddeddf 2016, sy'n nodi'r contractau safonol y gellir eu terfynu gan y landlord ar ôl cyfnod hysbysu o ddau fis.

“174A Minimum notice period: periodic standard contracts within Schedule 8A

- (1) If a periodic standard contract is within Schedule 8A, 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 which—
 - (a) incorporate section 173 as a term of the contract, and
 - (b) are within Schedule 8A.”

2 Landlord’s break clause under fixed term standard contract: minimum notice period

- (1) The 2016 Act is amended as follows.
- (2) In section 195 (landlord’s break clause: minimum notice period)—
 - (a) in subsection (1), for “two months” substitute “six months”;
 - (b) for subsection (2) substitute—
 - “(2) 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 8A (whether or not they have a landlord’s break clause).”
- (3) After section 195 insert—

“195A Minimum notice period: fixed term standard contracts within Schedule 8A

- (1) If a fixed term standard contract is within Schedule 8A, 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 which—
 - (a) have a landlord’s break clause, and
 - (b) are within Schedule 8A.”

3 Standard contracts with minimum notice period of two months

Schedule 1 inserts a new Schedule 8A into the 2016 Act, setting out standard contracts which can be terminated by the landlord on giving two months’ notice.

Pryd y caniateir rhoi hysbysiad y landlord

- 4 Hysbysiad y landlord o dan gontract safonol cyfnodol: pryd y caniateir rhoi hysbysiad**
- (1) Yn adran 175 o Ddeddf 2016 (cyfyngiadau ar roi hysbysiad o dan adran 173 yn ystod pedwar mis cyntaf meddiannaeth) –
 - (a) yn is-adran (1), yn lle “bedwar mis” rhodder “chwe mis”;
 - (b) yn is-adran (2), yn lle “bedwar mis” rhodder “chwe mis”.
 - (2) Daw pennawd adran 175 yn “Cyfyngiad ar adran 173: ni chaniateir rhoi hysbysiad tan ar ôl chwe mis cyntaf meddiannaeth”.

- 5 Cymal terfynu’r landlord o dan gontract safonol cyfnod penodol: pryd y caniateir rhoi hysbysiad**
- (1) Yn adran 196 o Ddeddf 2016 (cyfyngiadau ar ddefnyddio cymal terfynu’r landlord yn ystod pedwar mis cyntaf meddiannaeth) –
 - (a) yn is-adran (1), yn lle “bedwar mis” rhodder “18 mis”;
 - (b) hepgorer is-adrannau (2) a (3).
 - (2) Daw pennawd adran 196 yn “Cyfyngiad ar ddefnyddio cymal terfynu’r landlord tan ar ôl 18 mis cyntaf meddiannaeth”.

Rhoi hysbysiad y landlord a thynnu’r hysbysiad yn ôl

- 6 Cyfyngiadau ar roi hysbysiad o dan adran 173 neu 186 neu o dan gymal terfynu’r landlord: torri rhwymedigaethau statudol**
- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
 - (2) Yn lle adran 176 (cyfyngiadau ar roi hysbysiad o dan adran 173: gofynion rhoi gwybodaeth) rhodder –

“176 Cyfyngiadau ar roi hysbysiad o dan adran 173: torri rhwymedigaethau statudol

Mae Atodlen 9A yn gosod cyfyngiadau ar roi hysbysiad o dan adran 173, sy’n ymwneud â thorri rhwymedigaethau statudol penodol.”
 - (3) Ar ôl adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol) mewnosoder –

“186A Cyfyngiadau ar roi hysbysiad o dan adran 186: torri rhwymedigaethau statudol

Mae Atodlen 9A yn gosod cyfyngiadau ar roi hysbysiad o dan adran 186, sy’n ymwneud â thorri rhwymedigaethau statudol penodol.”
 - (4) Yn lle adran 197 (cyfyngiadau ar roi hysbysiad o dan gymal terfynu’r landlord: gofynion rhoi gwybodaeth) rhodder –

“197 Cyfyngiadau ar y defnydd o gymal terfynu’r landlord: torri rhwymedigaethau statudol

When landlord's notice may be given

4 Landlord's notice under periodic standard contract: when notice may be given

- (1) In section 175 of the 2016 Act (restrictions on giving notice under section 173 in first four months of occupation) –
 - (a) in subsection (1), for “four months” substitute “six months”;
 - (b) in subsection (2), for “four months” substitute “six months”.
- (2) The heading of section 175 becomes “Restriction on section 173: notice may not be given until after the first six months of occupation”.

5 Landlord's break clause under fixed term standard contract: when notice may be given

- (1) In section 196 of the 2016 Act (restrictions on use of landlord's break clause in first four months of occupation) –
 - (a) in subsection (1), for “four months” substitute “18 months”;
 - (b) omit subsections (2) and (3).
- (2) The heading of section 196 becomes “Restriction on use of landlord's break clause until after the first 18 months of occupation”.

Giving and withdrawing landlord's notice

6 Restrictions on giving notice under section 173 or 186 or under a landlord's break clause: breaches of statutory obligations

- (1) The 2016 Act is amended as follows.
- (2) For section 176 (restrictions on giving notice under section 173: information requirements) substitute –

“176 Restrictions on giving notice under section 173: breaches of statutory obligations

Schedule 9A imposes restrictions on the giving of notice under section 173, related to breaches of certain statutory obligations.”

- (3) After section 186 (landlord's notice in connection with end of fixed term) insert –

“186A Restrictions on giving notice under section 186: breaches of statutory obligations

Schedule 9A imposes restrictions on the giving of notice under section 186, related to breaches of certain statutory obligations.”

- (4) For section 197 (restrictions on giving notice under a landlord's break clause: information requirements) substitute –

“197 Restrictions on use of landlord's break clause: breaches of statutory obligations

Mae Atodlen 9A yn gosod cyfyngiadau ar roi hysbysiad o dan gymal terfynu'r landlord, sy'n ymwneud â thorri rhwymedigaethau statudol penodol."

- (5) Yn Neddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2)–
 (a) yn lle adran 20 (cyfyngiadau ar derfynu contractau), rhodder –

"20 Cyfyngiadau ar derfynu contractau meddiannaeth safonol

Mae Atodlen 9A i Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) yn cynnwys darpariaeth yn ymwneud â chontractau meddiannaeth safonol sy'n atal landlord rhag rhoi hysbysiad yn ceisio meddiant o anedd o dan adran 173 neu 186 o'r Ddeddf honno, neu o dan gymal terfynu'r landlord, os nad yw'r landlord wedi cydymffurfio â darpariaethau yn y Ddeddf hon sy'n ymwneud â thaliadau gwaharddedig a blaendaliadau cadw a gedwir.";

- (b) hepgorer Atodlen 3 (sy'n darparu ar gyfer mewnosod adrannau 177A, 186A i 186C a 198A i Ddeddf 2016, ac yn gwneud diwygiadau cysylltiedig eraill i'r Ddeddf honno).
- (6) Mae Atodlen 2 yn mewnosod Atodlen 9A newydd i Ddeddf 2016, sy'n –
 (a) atgynhyrchu'r cyfyngiadau ar roi hysbysiadau yn ceisio meddiant yn adrannau 176 i 177A, 186A i 186C a 197 i 198A o Ddeddf 2016 fel yr oeddent cyn eu diwygio neu eu hepgor yn rhinwedd y Ddeddf hon, a
 (b) cynnwys pŵer i ddiwygio Atodlen 9A.

7 Cyfyngiadau ar roi hysbysiadau landlord pellach o dan contract safonol cyfnodol

Yn lle adran 177 o Ddeddf 2016 (cyfyngiadau ar roi hysbysiad o dan adran 173: gofynion sicrwydd a blaendal) rhodder –

"177 Cyfyngiadau ar roi hysbysiadau pellach o dan adran 173

- (1) Mae is-adrannau (2) a (3) yn gymwys pan fo –
 (a) landlord wedi rhoi hysbysiad i ddeiliad contract o dan adran 173 ("yr hysbysiad cyntaf"), a
 (b) y landlord wedi tynnu'r hysbysiad yn ôl wedi hynny (gweler adran 180(3)).
- (2) Ni chaiff y landlord roi hysbysiad arall o dan adran 173 i ddeiliad y contract cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y cafodd yr hysbysiad cyntaf ei dynnu'n ôl, ac eithrio yn unol ag is-adran (3).
- (3) Caiff y landlord roi un hysbysiad arall o dan adran 173 i ddeiliad y contract yn ystod y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad cyntaf.
- (4) Mae is-adran (5) yn gymwys pan fo –
 (a) landlord wedi rhoi hysbysiad i ddeiliad contract o dan adran 173, a

Schedule 9A imposes restrictions on the giving of notice under a landlord's break clause, related to breaches of certain statutory obligations."

- (5) In the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) –
(a) for section 20 (restrictions on terminating contracts), substitute –

"20 Restrictions on terminating standard occupation contracts

Schedule 9A to the Renting Homes (Wales) Act 2016 (anaw 1) includes provision relating to standard occupation contracts preventing a landlord from giving a notice seeking possession of a dwelling under section 173 or 186 of that Act, or under a landlord's break clause, if the landlord has not complied with provisions of this Act relating to prohibited payments and retained holding deposits.";

- (b) omit Schedule 3 (which provides for the insertion of sections 177A, 186A to 186C and 198A into the 2016 Act, and other related amendments to that Act).
- (6) Schedule 2 inserts a new Schedule 9A into the 2016 Act, which –
(a) replicates the restrictions on the giving of notices seeking possession set out in sections 176 to 177A, 186A to 186C and 197 to 198A of the 2016 Act as they stood before being amended or omitted by virtue of this Act, and
(b) includes a power to amend Schedule 9A.

7 Restrictions on giving further landlord's notices under periodic standard contract

For section 177 of the 2016 Act (restrictions on giving notice under section 173: security and deposit requirements) substitute –

"177 Restrictions on giving further notices under section 173

- (1) Subsections (2) and (3) apply where –
(a) a landlord has given a contract-holder a notice under section 173 ("the first notice"), and
(b) the landlord has subsequently withdrawn the notice (see section 180(3)).
- (2) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with subsection (3).
- (3) The landlord may give one more notice under section 173 to the contract-holder during the period of 28 days starting with the day on which the first notice was given.
- (4) Subsection (5) applies where –
(a) a landlord has given a contract-holder a notice under section 173, and

- (b) y cyfnod ar gyfer gwneud hawliad meddiant ar y sail yn adran 178 wedi dod i ben heb i'r landlord fod wedi gwneud hawliad.
- (5) Ni chaiff y landlord roi hysbysiad arall o dan adran 173 i ddeiliad y contract cyn diwedd y cyfnod o chwe mis sy'n dechrau â diwrnod olaf y cyfnod y gallai'r landlord fod wedi gwneud yr hawliad cyn iddo ddod i ben (gweler adran 179(1)(b)).
- (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."

8 Tynnu hysbysiad o dan adran 173 ac o dan gymal terfynu'r landlord yn ôl

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 180 (terfynu contract yn dilyn hysbysiad y landlord), yn is-adran (3), yn lle'r geiriau o " , cyn i'r contract ddod i ben" hyd at y diwedd, rhodder " –
 - (a) yw'r landlord, cyn i'r contract ddod i ben, ac yn ystod y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad, yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, neu
 - (b) cyn i'r contract ddod i ben, ac ar ôl y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad –
 - (i) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, a
 - (ii) nad yw deiliad y contract yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol."
- (3) Yn adran 201 (terfynu contract o dan gymal terfynu'r landlord), yn is-adran (3), yn lle'r geiriau o " , cyn i'r contract ddod i ben" hyd at y diwedd rhodder " –
 - (a) yw'r landlord, cyn i'r contract ddod i ben, ac yn ystod y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad, yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, neu
 - (b) cyn i'r contract ddod i ben, ac ar ôl y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad –
 - (i) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, a
 - (ii) nad yw deiliad y contract yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol."

9 Cyfyngiad ar roi hysbysiad o dan adran 173 ac o dan gymal terfynu'r landlord yn dilyn hawliad meddiant dialgar

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Ar ôl adran 177 (a fewnosodir gan adran 7) mewnosoder –

- (b) the period for making a possession claim on the ground in section 178 has ended without the landlord having made a claim.
- (5) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see section 179(1)(b)).
- (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."

8 Withdrawal of notice under section 173 and under a landlord's break clause

- (1) The 2016 Act is amended as follows.
- (2) In section 180 (termination of contract on landlord's notice), in subsection (3), for the words from ", before the contract ends" to the end substitute " –
 - (a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or
 - (b) before the contract ends, and after the end of the period of 28 days starting with day on which the notice was given –
 - (i) the landlord withdraws the notice by giving further notice to the contract-holder, and
 - (ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period."
- (3) In section 201 (termination of contract under landlord's break clause), in subsection (3), for the words from ", before the contract ends" to the end substitute " –
 - (a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or
 - (b) before the contract ends, and after the end of the period of 28 days starting with the day on which the notice was given –
 - (i) the landlord withdraws the notice by giving further notice to the contract-holder, and
 - (ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period."

9 Restriction on giving notice under section 173 and under landlord's break clause following retaliatory possession claim

- (1) The 2016 Act is amended as follows.
- (2) After section 177 (inserted by section 7) insert –

“177A Cyfyngiad ar roi hysbysiad o dan adran 173 yn dilyn hawliad meddiant dialgar

- (1) Mae is-adran (2) yn gymwys pan fo—
 - (a) landlord (ar ôl rhoi hysbysiad i ddeiliad contract o dan adran 173) wedi gwneud hawliad meddiant ar y sail yn adran 178, a
 - (b) y llys wedi gwrthod gwneud gorchymyn adennill meddiant gan ei fod o’r farn bod yr hawliad yn hawliad dialgar (gweler adran 217).
 - (2) Ni chaiff y landlord roi hysbysiad arall o dan adran 173 i ddeiliad y contract cyn diwedd y cyfnod o chwe mis sy’n dechrau â’r diwrnod y gwrthododd y llys wneud gorchymyn adennill meddiant.
 - (3) 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.”
- (3) Yn lle adran 198 o Ddeddf 2016 (cyfyngiadau ar roi hysbysiad o dan gymal terfynu’r landlord: gofynion sicrwydd a blaendal) rhodder —

“198 Cyfyngiad ar y defnydd o gymal terfynu’r landlord yn dilyn hawliad meddiant dialgar

- (1) Mae is-adran (2) yn gymwys pan fo—
 - (a) landlord (ar ôl rhoi hysbysiad i ddeiliad contract o dan gymal terfynu’r landlord) wedi gwneud hawliad meddiant ar y sail yn adran 199, a
 - (b) y llys wedi gwrthod gwneud gorchymyn adennill meddiant gan ei fod o’r farn bod yr hawliad yn hawliad dialgar (gweler adran 217).
- (2) Ni chaiff y landlord roi hysbysiad arall o dan gymal terfynu’r landlord i ddeiliad y contract cyn diwedd y cyfnod o chwe mis sy’n dechrau â’r diwrnod y gwrthododd y llys wneud gorchymyn adennill meddiant.
- (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.”

Darpariaeth bellach ynghylch terfynu contractau safonol cyfnod penodol

10 Hysbysiad mewn cysylltiad â diwedd cyfnod contractau safonol cyfnod penodol wedi ei gyfyngu i gontractau penodol

- (1) Mae adran 186 o Ddeddf 2016 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol) wedi ei diwygio fel a ganlyn—
 - (a) yn is-adran (1), ar ôl “gontract safonol cyfnod penodol” mewnosoder “sydd o fewn Atodlen 9B”;

“177A Restriction on giving notice under section 173 following retaliatory possession claim

- (1) Subsection (2) applies where –
 - (a) a landlord (having given a contract-holder a notice under section 173) has made a possession claim on the ground in section 178, and
 - (b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217).
 - (2) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.
 - (3) 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.”
- (3) For section 198 of the 2016 Act (restrictions on giving notice under landlord’s break clause: security and deposit requirements) substitute –

“198 Restriction on use of landlord’s break clause following retaliatory possession claim

- (1) Subsection (2) applies where –
 - (a) a landlord (having given a contract-holder a notice under a landlord’s break clause) has made a possession claim on the ground in section 199, and
 - (b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217).
- (2) The landlord may not give another notice under a landlord’s break clause to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.
- (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.”

Further provision about termination of fixed term standard contracts

10 Notice in connection with end of term of fixed term standard contracts restricted to certain contracts

- (1) Section 186 of the 2016 Act (landlord’s notice in connection with end of fixed term) is amended as follows –
 - (a) in subsection (1), after “fixed term standard contract” insert “which is within Schedule 9B”;

- (b) hepgorer is-adran (2);
 - (c) yn is-adran (3), yn lle "Yn ddarostyngedig i is-adran (2), o" rhodder "O";
 - (d) hepgorer is-adran (4);
 - (e) yn is-adran (8) yn lle'r geiriau o "; mae is-adrannau (2)" hyd at y diwedd, rhodder "sydd o fewn Atodlen 9B."
- (2) Ym mhennawd adran 186, ar y diwedd mewnosoder "contract sydd o fewn Atodlen 9B".
- (3) Mae Atodlen 3 yn mewnosod Atodlen 9B newydd i Ddeddf 2016 (ar ôl Atodlen 9A, a fewnosodir gan adran 6), sy'n nodi'r contractau safonol cyfnod penodol y mae adran 186 o'r Ddeddf honno yn gymwys iddynt.

11 Cyfyngu cymal terfynu'r landlord i gontractau safonol cyfnod penodol penodedig

- (1) Yn adran 194 o Ddeddf 2016 (cymal terfynu'r landlord) –
- (a) yn is-adran (1), ar ôl "Caiff contract safonol cyfnod penodol" mewnosoder "sydd o fewn is-adran (1A)";
 - (b) ar ôl is-adran (1), mewnosoder –
 - “(1A) Mae contract safonol cyfnod penodol o fewn yr is-adran hon –
 - (a) os yw wedi ei wneud am gyfnod o ddwy flynedd neu ragor, neu
 - (b) os yw o fewn Atodlen 9C (pa un a yw wedi ei wneud am gyfnod o ddwy flynedd neu ragor ai peidio).”
- (2) Mae Atodlen 4 yn mewnosod Atodlen 9C newydd i Ddeddf 2016 (ar ôl Atodlen 9B, a fewnosodir gan adran 10) sy'n nodi'r contractau safonol cyfnod penodol a gaiff gynnwys cymal terfynu'r landlord ni waeth pa un a ydynt am gyfnod llai na dwy flynedd ai peidio.

Amrywio contractau safonol cyfnodol

12 Cais y landlord i amrywio telerau contract safonol cyfnodol: dileu'r weithdrefn hysbysu ychwanegol

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 125 (amrywio contract) –
- (a) yn is-adran (1) –
 - (i) yn lle "127) –" rhodder "127) drwy gytundeb rhwng y landlord a deiliad y contract.”;
 - (ii) hepgorer paragraffau (a) a (b);
 - (b) yn is-adran (2) hepgorer y geiriau o "; ond nid yw is-adran (1)(b)" hyd at y diwedd.
- (3) Hepgorer adran 126 (amrywio gan y landlord: y weithdrefn hysbysu).
- (4) Yn adran 173 (hysbysiad y landlord), hepgorer is-adran (3).

- (b) omit subsection (2);
- (c) in subsection (3), for “Subject to subsection (2), the” substitute “The”;
- (d) omit subsection (4);
- (e) in subsection (8) for the words from “; subsections (2)” to the end substitute “which are within Schedule 9B.”

- (2) In the heading of section 186, at the end insert “of contract within Schedule 9B”.
- (3) Schedule 3 inserts a new Schedule 9B into the 2016 Act (after Schedule 9A, inserted by section 6), setting out fixed term standard contracts to which section 186 of that Act applies.

11 Landlord’s break clause restricted to certain fixed term standard contracts

- (1) In section 194 of the 2016 Act (landlord’s break clause) –
 - (a) in subsection (1) after “fixed term standard contract” insert “which is within subsection (1A)”;
 - (b) after subsection (1), insert –
 - “(1A) A fixed term standard contract is within this subsection if –
 - (a) it is made for a term of two years or more, or
 - (b) it is within Schedule 9C (whether or not it is made for a term of two years or more).”
- (2) Schedule 4 inserts a new Schedule 9C into the 2016 Act (after Schedule 9B, inserted by section 10), setting out fixed term standard contracts which may contain a landlord’s break clause regardless of whether they are for a term of less than two years.

Variation of periodic standard contracts

12 Landlord’s request to vary periodic standard contract terms: removal of additional notice procedure

- (1) The 2016 Act is amended as follows.
- (2) In section 125 (variation of contract) –
 - (a) in subsection (1) –
 - (i) for “127)–” substitute “127) by agreement between the landlord and the contract-holder.”;
 - (ii) omit paragraphs (a) and (b);
 - (b) in subsection (2) omit the words from “; but subsection (1)(b)” to the end.
- (3) Omit section 126 (variation by landlord: notice procedure).
- (4) In section 173 (landlord’s notice), omit subsection (3).

*Gwahardd deiliad contract dros dro o annedd o dan gontract safonol***13 Pŵer i gyfyngu'r hawl i wahardd deiliad contract o annedd am gyfnodau penodedig**

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 121 (gwahardd deiliad contract o dan gontract safonol cyfnodol o annedd am gyfnodau penodedig), ar ôl is-adran (2) mewnosoder –

“(3) Caiff Gweinidogion Cymru ddiwygio'r Ddeddf hon drwy reoliadau at ddibenion –

- (a) darparu nad yw is-adran (1) yn gymwys mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol;
 - (b) darparu nad yw is-adran (1) ond yn gymwys mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol;
 - (c) newid yr hyn y caniateir darparu ar ei gyfer neu ei bennu mewn contract safonol cyfnodol o dan is-adran (1) neu (2) (naill ai'n gyffredinol neu mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol), neu osod cyfyngiadau ar hynny;
 - (d) pennu o dan ba amgylchiadau y caniateir i gontract safonol cyfnodol gynnwys darpariaeth o dan is-adran (1), neu o dan ba amgylchiadau na chaniateir i gontract o'r fath gynnwys darpariaeth o dan is-adran (1), a hynny naill ai'n gyffredinol neu mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol;
 - (e) gosod gofynion ar landlord mewn perthynas â chynnwys darpariaeth o dan is-adran (1) mewn contract safonol cyfnodol.”
- (3) Yn adran 133 (gwahardd deiliad contract o dan gontract safonol cyfnodol o annedd am gyfnodau penodol), ar ôl is-adran (2) mewnosoder –

“(3) Caiff Gweinidogion Cymru ddiwygio'r Ddeddf hon drwy reoliadau at ddibenion –

- “(a) darparu nad yw is-adran (1) yn gymwys mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol;
- (b) darparu nad yw is-adran (1) ond yn gymwys mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol;
- (c) newid yr hyn y caniateir darparu ar ei gyfer neu ei bennu mewn contract safonol cyfnodol o dan is-adran (1) neu (2) (naill ai'n gyffredinol neu mewn perthynas â chontractau safonol cyfnodol o ddisgrifiad penodol), neu osod cyfyngiadau ar hynny;

Temporary exclusion of contract-holder from dwelling under standard contract

13 Power to restrict right to exclude contract-holder from dwelling for specified periods

- (1) The 2016 Act is amended as follows.
- (2) In section 121 (exclusion of contract-holder under periodic standard contract from dwelling for specified periods), after subsection (2) insert—
 - “(3) The Welsh Ministers may by regulations amend this Act for the purpose of—
 - (a) providing that subsection (1) does not apply in relation to periodic standard contracts of a particular description;
 - (b) providing that subsection (1) applies only in relation to periodic standard contracts of a particular description;
 - (c) changing, or imposing limits on, what may be provided for or specified in a periodic standard contract under subsection (1) or (2) (either generally or in relation to periodic standard contracts of a particular description);
 - (d) specifying circumstances (either generally or in relation to periodic standard contracts of a particular description) in which a periodic standard contract may or may not include provision under subsection (1);
 - (e) imposing requirements on a landlord in relation to the inclusion in a periodic standard contract of provision under subsection (1).”
- (3) In section 133 (exclusion of contract-holder under fixed term standard contract from dwelling for specified periods), after subsection (2) insert—
 - “(3) The Welsh Ministers may by regulations amend this Act for the purpose of—
 - (a) providing that subsection (1) does not apply in relation to fixed term standard contracts of a particular description;
 - (b) providing that subsection (1) applies only in relation to fixed term standard contracts of a particular description;
 - (c) changing, or imposing limits on, what may be provided for or specified in a fixed term standard contract under subsection (1) or (2) (either generally or in relation to fixed term standard contracts of a particular description);

- (d) pennu o dan ba amgylchiadau y caniateir i gontract safonol cyfnod penodol gynnwys darpariaeth o dan is-adran (1), neu o dan ba amgylchiadau na chaniateir i gontract o'r fath gynnwys darpariaeth o dan is-adran (1), a hynny naill ai'n gyffredinol neu mewn perthynas â chontractau safonol cyfnod penodol o ddisgrifiad penodol;
- (e) gosod gofynion ar landlord mewn perthynas â chynnwys darpariaeth o dan is-adran (1) mewn contract safonol cyfnod penodol."

Amrywiol

14 Diwygiadau amrywiol i Ddeddf 2016

Mae Atodlen 5 yn darparu ar gyfer diwygiadau amrywiol i Ddeddf 2016.

15 Taliadau gwasanaeth a ganiateir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 etc.

- (1) Yn Atodlen 1 i Ddeddf 2019 (taliadau a ganiateir), ar ôl paragraff 10 mewnosoder –

"Taliadau gwasanaeth sy'n daladwy i landlordiaid cymunedol etc.

10A (1) Mae tâl gwasanaeth yn daliad a ganiateir os –

- (a) yw'n ofynnol o dan gontract meddiannaeth safonol, a
- (b) yw'r landlord yn landlord cymunedol.

(2) Ond nid yw is-baragraff (1) yn gymwys mewn perthynas ag –

- (a) contract meddiannaeth safonol o fewn paragraff 15 o Atodlen 3 i Ddeddf 2016 (llety nad yw'n llety cymdeithasol), neu
- (b) contract meddiannaeth safonol a grybwyllir yn is-baragraff (3).

(3) Mae tâl gwasanaeth yn daliad a ganiateir os yw'n ofynnol o dan gontract meddiannaeth safonol o fewn adran 143 o Ddeddf 2016 (contractau sy'n ymwneud â llety â chymorth).

(4) At ddibenion y paragraff hwn –

ystyr "Deddf 2016" ("2016 Act") yw Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1);

mae i "gwasanaethau cymorth" ("support services") yr ystyr a roddir gan adran 143 o Ddeddf 2016 (gweler, yn benodol, is-adran (4) o'r adran honno);

mae i "landlord cymunedol" ("community landlord") yr ystyr a roddir gan adran 9 o Ddeddf 2016;

nid yw "tâl gwasanaeth" ("service charge") yn cynnwys tâl am wasanaeth pan fyddai talu'r tâl yn cael ei ganiatáu yn rhinwedd paragraff arall o'r Atodlen hon, ac mewn perthynas ag is-baragraff (3) yn unig, mae'n cynnwys taliadau am ddarparu gwasanaethau cymorth."

- (d) specifying circumstances (either generally or in relation to fixed term standard contracts of a particular description) in which a fixed term standard contract may or may not include provision under subsection (1);
- (e) imposing requirements on a landlord in relation to the inclusion in a fixed term standard contract of provision under subsection (1)."

Miscellaneous

14 Miscellaneous amendments to the 2016 Act

Schedule 5 provides for miscellaneous amendments to the 2016 Act.

15 Service charges permitted by the Renting Homes (Fees etc.) (Wales) Act 2019 etc.

- (1) In Schedule 1 to the 2019 Act (permitted payments), after paragraph 10 insert—

“Service charges payable to community landlords etc.

- 10A (1) A payment of a service charge is a permitted payment if—
- (a) it is required under a standard occupation contract, and
 - (b) the landlord is a community landlord.
- (2) But sub-paragraph (1) does not apply in relation to—
- (a) a standard occupation contract within paragraph 15 of Schedule 3 to the 2016 Act (accommodation which is not social accommodation), or
 - (b) a standard occupation contract mentioned in sub-paragraph (3).
- (3) A payment of a service charge is a permitted payment if it is required under a standard occupation contract within section 143 of the 2016 Act (contracts relating to supported accommodation).
- (4) For the purposes of this paragraph—
- “2016 Act” (“Deddf 2016”)* means the Renting Homes (Wales) Act 2016 (anaw 1);
 - “community landlord” (“landlord cymunedol”)* has the meaning given by section 9 of the 2016 Act;
 - “service charge” (“tâl gwasanaeth”)* does not include a charge for a service where the payment for the charge would be permitted by virtue of another paragraph of this Schedule, and in relation to sub-paragraph (3) only, includes charges for the provision of support services;
 - “support services” (“gwasnaethau cymorth”)* has the meaning given by section 143 of the 2016 Act (see, in particular, subsection (4) of that section)."

(2) Yn adran 4 o Ddeddf 2019, ar ôl is-adran (2)(h) mewnosoder –

“(i) taliadau gwasanaeth;”.

(3) Yn rheoliad 3 o’r Rheoliadau darpariaeth drosiannol –

(a) yn y geiriau o flaen is-baragraff (a), ar ôl “adran 20,” mewnosoder “ac is-baragraffau (2) i (3B) o baragraff 10A o Atodlen 1,”;

(b) hepgorer yr “ac” ar ddiwedd is-baragraff (d);

(c) ar ôl yr is-baragraff hwnnw mewnosoder –

“(da) mae paragraff 10A o Atodlen 1 i’r Ddeddf i’w ddarllen fel pe bai –

(i) y canlynol wedi ei roi yn lle is-baragraff (2) –

“(2) Ond nid yw is-baragraff (1) yn gymwys mewn perthynas ag –

(a) contract meddiannaeth safonol pan nad oedd y rheolau dyrannu (o fewn ystyr paragraff 15 o Atodlen 3 i Ddeddf 2016) yn gymwys i wneud y contract, neu

(b) contract meddiannaeth safonol a grybwyllir yn is-baragraff (3).”;

(ii) y canlynol wedi ei roi yn lle is-baragraff (3) –

“(3) Mae tâl gwasanaeth yn daliad a ganiateir os yw’n ofynnol o dan contract meddiannaeth safonol sy’n ymwneud â llety â chymorth.”;

(iii) y canlynol wedi ei roi ar ôl is-baragraff (3) –

“(3A) At ddibenion is-baragraff (3) mae llety yn “llety â chymorth” os –

(a) yw’n cael ei ddarparu gan landlord cymunedol neu elusen gofrestredig (o fewn ystyr Deddf 2016),

(b) 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) oes cysylltiad rhwng darparu’r llety a darparu’r gwasanaethau cymorth.

(3B) Ond nid yw llety mewn sefydliad gofal (o fewn ystyr paragraff 4 o Atodlen 2 i Ddeddf 2016) yn llety â chymorth.”, ac”.

(2) In section 4 of the 2019 Act, after subsection (2)(h) insert –

“(i) service charges;”.

(3) In regulation 3 of the transitional provision Regulations –

(a) in the words before sub-paragraph (a), after “section 20,” insert “and sub-paragraphs (2) to (3B) of paragraph 10A of Schedule 1,”;

(b) omit the “and” at the end of sub-paragraph (d);

(c) after that sub-paragraph insert –

“(da) paragraph 10A of Schedule 1 to the Act is to be read as if –

(i) for sub-paragraph (2) there were substituted –

“(2) But sub-paragraph (1) does not apply in relation to –

(a) a standard occupation contract where the allocation rules (within the meaning of paragraph 15 of Schedule 3 to the 2016 Act) did not apply to the making of the contract, or

(b) a standard occupation contract mentioned in sub-paragraph (3).”;

(ii) for sub-paragraph (3) there were substituted –

“(3) A payment of a service charge is a permitted payment if it is required under a standard occupation contract which relates to supported accommodation.”;

(iii) after sub-paragraph (3) there were inserted –

“(3A) For the purposes of sub-paragraph (3) accommodation is “supported accommodation” if –

(a) it is provided by a community landlord or registered charity (within the meaning of the 2016 Act),

(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.

(3B) But accommodation in a care institution (within the meaning of paragraph 4 of Schedule 2 to the 2016 Act) is not supported accommodation.”, and”.

- (4) Mae'r diwygiadau a wneir gan is-adrannau (1), (2) a (3) o'r adran hon i'w trin at bob diben fel pe baent wedi dod i rym ar 1 Medi 2019, ac eithrio –
- (a) bod unrhyw hysbysiad a roddwyd yn groes i adran 20(1) o Ddeddf 2019 (fel y'i haddaswyd gan y Rheoliadau darpariaeth drosiannol) cyn i'r adran hon ddod i rym i barhau i gael ei drin fel pe bai wedi ei roi yn groes i'r adran honno o Ddeddf 2019, a
 - (b) bod unrhyw orchymyn a wnaed cyn i'r adran hon ddod i rym o dan adran 22(1) o Ddeddf 2019 (gorchmynion i adennill taliadau gwaharddedig) yn parhau i gael effaith.
- (5) Mae is-adran (6) yn gymwys pan fo –
- (a) cyn i'r adran hon ddod i rym, landlord o dan denantiaeth fyrddaliadol sicr wedi ei gwneud yn ofynnol i dâl gwasanaeth gael ei dalu mewn cysylltiad â'r denantiaeth, a
 - (b) yn rhinwedd is-adran (4) o'r adran hon, y taliad sy'n ofynnol gan y landlord yn daliad a ganiateir at ddibenion Deddf 2019 (gweler adran 4 o'r Ddeddf honno).
- (6) Ni chaiff y landlord roi hysbysiad adran 21 mewn cysylltiad â'r tŷ annedd a osodwyd ar y denantiaeth yn ystod y cyfnod o 6 mis sy'n dechrau â'r diwrnod y daw'r adran hon i rym.
- (7) Yn yr adran hon –
- ystyr "Deddf 2019" ("*2019 Act*") yw Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2);
 - ystyr "hysbysiad adran 21" ("*section 21 notice*") yw hysbysiad o dan is-adran (1)(b) neu (4)(a) o adran 21 o Ddeddf Tai 1988 ("*Deddf 1988*");
 - ystyr "y Rheoliadau darpariaeth drosiannol" ("*the transitional provision Regulations*") yw Rheoliadau Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (Darpariaeth Drosiannol ar gyfer Tenantiaethau Byrddaliadol Sicr) 2019 (O.S. 2019/1151);
 - mae i "tenantiaeth fyrddaliadol sicr" yr ystyr a roddir i "assured shorthold tenancy" yn Neddf 1988.

16 Ffi am gopi pellach o ddatganiad ysgrifenedig i fod yn daliad a ganiateir

- (1) Mae Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 wedi ei diwygio fel a ganlyn.
- (2) Yn Atodlen 1 (taliadau a ganiateir), ar ôl paragraff 10A mewnosoder –

"Taliad am gopi pellach o ddatganiad ysgrifenedig

10B Mae taliad ffi resymol am ddatganiad ysgrifenedig pellach o gontract meddiannaeth safonol yn daliad a ganiateir."

- (3) Yn adran 4, ar ôl is-adran (2)(i) mewnosoder –

"(j) taliadau mewn cysylltiad â chopiau pellach o ddatganiad ysgrifenedig".

- (4) The amendments made by subsections (1), (2) and (3) of this section are to be treated for all purposes as if they came into force on 1 September 2019, except that –
 - (a) any notice given in contravention of section 20(1) of the 2019 Act (as modified by the transitional provision Regulations) before the coming into force of this section is to continue to be treated as having been given in contravention of that section of the 2019 Act, and
 - (b) any order made before the coming into force of this section under section 22(1) of the 2019 Act (orders for recovery of prohibited payments) continues to have effect.
- (5) Subsection (6) applies where –
 - (a) before the coming into force of this section a landlord under an assured shorthold tenancy has required payment of a service charge in connection with the tenancy, and
 - (b) by virtue of subsection (4) of this section the payment required by the landlord is a permitted payment for the purposes of the 2019 Act (see section 4 of that Act).
- (6) The landlord may not give a section 21 notice in respect of the dwelling-house let on the tenancy during the period of 6 months beginning with the day on which this section comes into force.
- (7) In this section –

“2019 Act” (“*Deddf 2019*”) means the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2);

“assured shorthold tenancy” (“*tenantiaeth fyrddaliadol sicr*”) has the same meaning as in the Housing Act 1988 (“the 1988 Act”);

“section 21 notice” (“*hysbysiad adran 21*”) means a notice under subsection (1)(b) or (4)(a) of section 21 of the 1988 Act;

“the transitional provision Regulations” (“*y Rheoliadau darpariaeth drosiannol*”) means the Renting Homes (Fees etc.) (Wales) Act 2019 (Transitional Provision for Assured Shorthold Tenancies) Regulations 2019 (S.I. 2019/1151).

16 Fee for further copy of written statement to be a permitted payment

- (1) The Renting Homes (Fees etc.) (Wales) Act 2019 is amended as follows.
- (2) In Schedule 1 (permitted payments), after paragraph 10A insert –

“Payment for further copy of written statement

10B A payment of a reasonable fee for a further written statement of a standard occupation contract is a permitted payment.”

- (3) In section 4, after subsection (2)(i) insert –
 - “(j) payments in respect of further copies of a written statement.”

*Cyffredinol***17 Dehongli**

Yn y Ddeddf hon –

- (a) ystyr “contract safonol” yw –
 - (i) contract safonol cyfnodol o dan Ddeddf 2016;
 - (ii) contract safonol cyfnod penodol o dan y Ddeddf honno, a gweler adran 8 o Ddeddf 2016 ynghylch hynny;
- (b) ystyr “Deddf 2016” yw Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1).

18 Mân ddiwygiadau a diwygiadau canlyniadol

Mae Atodlen 6 yn darparu ar gyfer mân ddiwygiadau neu ddiwygiadau canlyniadol i Ddeddf 2016 ac i Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2).

19 Dod i rym

- (1) Daw’r adran hon, adran 15 ac adrannau 17 a 20 i rym drannoeth y diwrnod y caiff y Ddeddf hon y Cydsyniad Brenhinol.
- (2) Daw paragraff 28 o Atodlen 6 i rym ar ddiwrnod a bennir gan Weinidogion Cymru mewn gorchymyn a wneir drwy offeryn statudol.
- (3) Daw gweddill darpariaethau’r Ddeddf hon i rym ddau fis ar ôl y diwrnod y caiff y Ddeddf hon y Cydsyniad Brenhinol.
- (4) Caiff gorchymyn o dan is-adran (2) –
 - (a) gwneud darpariaeth ddarfodol, darpariaeth drosiannol neu ddarpariaeth arbed;
 - (b) pennu dyddiau gwahanol at ddibenion gwahanol.

20 Enw byr

Enw byr y Ddeddf hon yw Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021.

General

17 Interpretation

In this Act—

- (a) “standard contract” means—
 - (i) a periodic standard contract under the 2016 Act;
 - (ii) a fixed term standard contract under that Act,
as to which, see section 8 of the 2016 Act;
- (b) “the 2016 Act” means the Renting Homes (Wales) Act 2016 (anaw 1).

18 Minor and consequential amendments

Schedule 6 provides for amendments to the 2016 Act and to the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) which are minor or consequential.

19 Coming into force

- (1) This section, section 15 and sections 17 and 20 come into force on the day after the day on which this Act receives Royal Assent.
- (2) Paragraph 28 of Schedule 6 comes into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.
- (3) The remaining provisions of this Act come into force two months after the day on which this Act receives Royal Assent.
- (4) An order under subsection (2) may—
 - (a) make transitory, transitional or saving provision;
 - (b) appoint different days for different purposes.

20 Short title

The short title of this Act is the Renting Homes (Amendment) (Wales) Act 2021.

ATODLEN 1

(a gyflwynir gan adran 3)

ATODLEN 8A NEWYDD I DDEDDF 2016

Mae'r Atodlen hon yn gosod allan yr Atodlen 8A newydd i Ddeddf 2016, sydd i'w mewnosod ar ôl Atodlen 8 –

"ATODLEN 8A

(a gyflwynir gan adrannau 174, 174A, 195 a 195A)

CONTRACTAU SAFONOL Y GELLIR EU TERFYNU AR ÔL CYFNOD
HYSBYSU O DDAU FIS O DAN ADRAN 173 NEU O DAN GYMAL
TERFYNU'R LANDLORD

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 ar gyfer myfyrwyr mewn addysg uwch

3 (1) Contract safonol –

(a) pan fo'r landlord yn sefydliad addysg uwch, a

(b) pan fo'r hawl i feddiannu yn cael ei rhoi at ddiben galluogi deiliad y contract i fynychu cwrs astudio yn y sefydliad hwnnw, neu mewn sefydliad addysg uwch arall (pa un a roddir yr hawl i feddiannu at ddiben arall hefyd ai peidio).

(2) Ystyr "sefydliad addysg uwch" yw sefydliad yn y sector addysg uwch (o fewn ystyr adran 91(5) o Ddeddf Addysg Bellach ac Uwch 1992 (p. 13)).

Llety â chymorth

4 Contract safonol â chymorth.

Llety i geiswyr lloches, etc.

5 Contract safonol a wneir er mwyn darparu llety o dan Ran 6 o Ddeddf Mewnfudo a Lloches 1999 (p. 33) (cymorth i geiswyr lloches, etc.).

SCHEDULE 1
(introduced by section 3)

NEW SCHEDULE 8A TO THE 2016 ACT

This Schedule sets out the new Schedule 8A to the 2016 Act, to be inserted after Schedule 8—

“SCHEDULE 8A
(introduced by sections 174, 174A, 195 and 195A)

STANDARD CONTRACTS WHICH CAN BE TERMINATED ON TWO
MONTHS’ NOTICE UNDER SECTION 173 OR A LANDLORD’S
BREAK CLAUSE

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).

Accommodation for students in higher education

3 (1) A standard contract where—
(a) the landlord is a higher education institution, and
(b) the right to occupy is conferred for the purpose of enabling the contract-holder to attend a course of study at that institution, or at another higher education institution (whether or not the right to occupy is also conferred for another purpose).
(2) “Higher education institution” means an institution in the higher education sector (within the meaning of section 91(5) of the Further and Higher Education Act 1992 (c. 13)).

Supported accommodation

4 A supported standard contract.

Accommodation for asylum seekers, etc.

5 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, etc.).

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).

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'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: 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,

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).

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) 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 morgesiwr.

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.
- (3) At ddibenion is-baragraff (2), mae person yn rhagflaenydd i ddeiliad contract o dan gontract safonol 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."

- (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) 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 2

(a gyflwynir gan adran 6)

ATODLEN 9A NEWYDD I DDEDDF 2016

Mae'r Atodlen hon yn gosod allan yr Atodlen 9A newydd i Ddeddf 2016, sydd i'w mewnosod (ynghyd â'r Atodlenni 9B a 9C newydd) ar ôl Atodlen 9—

"ATODLEN 9A

(a gyflwynir gan adrannau 176, 186A a 197)

CONTRACTAU SAFONOL: CYFYNGIADAU AR ROI HYSBYSIAD O
DAN ADRAN 173, O DAN ADRAN 186, AC O DAN GYMAL
TERFYNU'R LANDLORD

RHAN 1

Y CYFYNGIADAU

Methu â darparu datganiad ysgrifenedig

- 1 Ni chaiff landlord roi hysbysiad ar adeg pan—
 - (a) na roddwyd datganiad ysgrifenedig o'r contract i ddeiliad y contract o dan adran 31(1) (gofyniad i ddarparu datganiad ysgrifenedig ar ddechrau contract), neu
 - (b) bo'r landlord yn ymwybodol fod deiliad y contract wedi newid, ac na roddwyd datganiad ysgrifenedig o'r contract i ddeiliad newydd y contract o dan adran 31(2) (gofyniad i roi datganiad ysgrifenedig i ddeiliad newydd y contract).

Cyfyngiad o chwe mis yn dilyn methu â darparu datganiad ysgrifenedig o fewn y cyfnod a bennir yn adran 31

- 2 Ni chaiff landlord sydd wedi methu â chydymffurfio ag adran 31(1) neu (2) roi hysbysiad yn ystod y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi datganiad ysgrifenedig o'r contract i ddeiliad y contract.

Methu â darparu gwybodaeth

- 3 Ni chaiff landlord roi hysbysiad ar adeg pan na fo'r landlord wedi darparu hysbysiad sy'n ofynnol o dan adran 39 (dyletswydd i ddarparu gwybodaeth).

SCHEDULE 2
(introduced by section 6)

NEW SCHEDULE 9A TO THE 2016 ACT

This Schedule sets out the new Schedule 9A to the 2016 Act, to be inserted (with the new Schedules 9B and 9C) after Schedule 9—

“SCHEDULE 9A
(introduced by sections 176, 186A and 197)

STANDARD CONTRACTS: RESTRICTIONS ON GIVING NOTICE
UNDER SECTION 173, UNDER SECTION 186, AND UNDER A
LANDLORD’S BREAK CLAUSE

PART 1

THE RESTRICTIONS

Failure to provide written statement

- 1 A landlord may not give notice at a time when—
 - (a) the contract-holder has not been given a written statement of the contract under section 31(1) (requirement to provide written statement at the start of a contract), or
 - (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under section 31(2) (requirement to give written statement to a new contract-holder).

Six month restriction following failure to provide written statement within the period specified in section 31

- 2 A landlord who has failed to comply with section 31(1) or (2) may not give notice during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.

Failure to provide information

- 3 A landlord may not give notice at a time when the landlord has not provided a notice required under section 39 (duty to provide information).

Torri gofynion sicrwydd a blaendal

- 4 (1) Ni chaiff landlord roi hysbysiad ar adeg pan na fo sicrwydd y gofynnodd y landlord amdano mewn cysylltiad â'r contract ar ffurf nad yw adran 43 yn ei chaniatáu wedi ei ddychwelyd i'r person a'i rhoddodd.
- (2) Ni chaiff landlord roi hysbysiad ar adeg pan fo unrhyw un neu ragor o is-baragraffau (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'r is-baragraff hwn yn gymwys os oes blaendal wedi ei dalu mewn cysylltiad â'r contract, ond ni chydymffurfiwyd â gofynion cychwynnol cynllun blaendal awdurdodedig.
- (4) Mae'r is-baragraff hwn yn gymwys os oes 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) Mae'r is-baragraff hwn yn gymwys os nad yw blaendal a dalwyd mewn cysylltiad â'r contract yn cael ei ddal yn unol â chynllun blaendal awdurdodedig.

Taliadau gwaharddedig a blaendaliadau cadw o dan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2)

- 5 (1) Ni chaiff landlord roi hysbysiad ar adeg pan fo—
- (a) taliad gwaharddedig (o fewn ystyr Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) wedi ei wneud mewn perthynas â'r contract fel a ddisgrifir yn adran 2 neu 3 o'r Ddeddf honno, a
- (b) y taliad gwaharddedig heb ei ad-dalu.
- (2) Ni chaiff landlord roi hysbysiad ar adeg pan fo—
- (a) blaendal cadw (o fewn ystyr Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) a dalwyd mewn perthynas â'r contract heb ei ad-dalu, a
- (b) methiant i ad-dalu'r blaendal yn gyfystyr â thorri gofynion Atodlen 2 i'r Ddeddf honno.

Breach of security and deposit requirements

- 4 (1) A landlord may not give notice at a time when security required by the landlord in connection with the contract in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) A landlord may not give a notice at a time when any of sub-paragraphs (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 the contract-holder's behalf) either in full or with such deduction 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) This sub-paragraph applies if 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) This sub-paragraph applies if 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) This sub-paragraph applies if a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2)

- 5 (1) A landlord may not give a notice at a time when –
- (a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract as described in section 2 or 3 of that Act, and
 - (b) that prohibited payment has not been repaid.
- (2) A landlord may not give a notice at a time when –
- (a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and
 - (b) the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

- (3) Wrth benderfynu at ddibenion y paragraff hwn a yw taliad gwaharddedig neu flaendal cadw wedi ei ad-dalu, mae'r taliad neu'r blaendal i'w drin fel pe bai wedi ei ad-dalu i'r graddau (os o gwbl) y mae wedi ei gymhwyso tuag at y naill neu'r llall o'r canlynol, neu'r ddau ohonynt—
- (a) taliad rhent o dan y contract;
 - (b) taliad sy'n ofynnol fel sicrwydd mewn cysylltiad â'r contract.

Ystyr "hysbysiad"

- 6 Yn yr Atodlen hon, ystyr "hysbysiad" yw hysbysiad o dan—
- (a) adran 173 (hysbysiad y landlord o dan contract safonol cyfnodol);
 - (b) adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol);
 - (c) cymal terfynu'r landlord mewn contract safonol cyfnod penodol.

RHAN 2

DARPARIAETH BELLACH

Darpariaeth sylfaenol

- 7 (1) Mae Rhan 1 o'r Atodlen hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob—
- (a) contract safonol cyfnodol sy'n ymgorffori adran 173 fel un o delerau'r contract,
 - (b) contract safonol cyfnod penodol sy'n ymgorffori adran 186 fel un o delerau'r contract, ac
 - (c) contract safonol cyfnod penodol sydd â chymal terfynu'r landlord.
- (2) Mae adran 20 yn darparu—
- (a) bod rhaid ymgorffori Rhan 1 o'r Atodlen hon, a
 - (b) na chaniateir ymgorffori Rhan 1 o'r Atodlen hon ynghyd ag addasiadau iddi.

Pŵer i ddiwygio'r Atodlen

- 8 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau."

- (3) In determining for the purposes of this paragraph whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—
- (a) a payment of rent under the contract;
 - (b) a payment required as security in respect of the contract.

Meaning of “notice”

- 6 In this Schedule, “notice” means notice under—
- (a) section 173 (landlord’s notice under a periodic standard contract);
 - (b) section 186 (landlord’s notice in connection with end of fixed term);
 - (c) a landlord’s break clause in a fixed term standard contract.

PART 2

FURTHER PROVISION

Fundamental provision

- 7 (1) Part 1 of this Schedule is a fundamental provision which is incorporated as a term of all—
- (a) periodic standard contracts which incorporate section 173 as a term of the contract,
 - (b) fixed term standard contracts which incorporate section 186 as a term of the contract, and
 - (c) fixed term standard contracts which have a landlord’s break clause.
- (2) Section 20 provides that Part 1 of this Schedule—
- (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

Power to amend Schedule

- 8 The Welsh Ministers may by regulations amend this Schedule.”

ATODLEN 3
(a gyflwynir gan adran 10)

ATODLEN 9B NEWYDD I DDEDDF 2016

Mae'r Atodlen hon yn gosod allan yr Atodlen 9B newydd i Ddeddf 2016, sydd i'w mewnosod (ynghyd â'r Atodlenni 9A a 9C newydd) ar ôl Atodlen 9—

“ATODLEN 9B
(a gyflwynir gan adran 186)

CONTRACTAU SAFONOL CYFNOD PENODOL Y GELLIR EU
TERFYNU DRWY ROI HYSBYSIAD O DAN ADRAN 186

Tenantiaethau a thrwyddedau sy'n gontractau meddiannaeth oherwydd hysbysiad a roddir o dan Ran 2 o Atodlen 2

- 1 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

- 2 Contract safonol â chymorth.

Llety i geiswyr lloches, etc.

- 3 Contract safonol a wneir er mwyn darparu llety o dan Ran 6 o Ddeddf Mewnfudo a Lloches 1999 (p. 33) (cymorth i geiswyr lloches, etc.).

Llety i bersonau digartref

- 4 Contract safonol a wneir fel y disgrifir ym mharagraff 11 neu 12 o Atodlen 2 (llety i bersonau digartref).

Meddiannaeth yn rhinwedd swydd

- 5 Contract safonol pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth.

Meddiannaeth yn rhinwedd swydd: yr heddlu

- 6 Contract safonol—
 - (a) pan fo deiliad y contract yn aelod o heddlu, a

SCHEDULE 3
(introduced by section 10)

NEW SCHEDULE 9B TO THE 2016 ACT

This Schedule sets out the new Schedule 9B to the 2016 Act, to be inserted (with the new Schedules 9A and 9C) after Schedule 9—

“SCHEDULE 9B
(introduced by section 186)

FIXED TERM STANDARD CONTRACTS WHICH CAN BE
TERMINATED BY GIVING NOTICE UNDER SECTION 186

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

- 1 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

- 2 A supported standard contract.

Accommodation for asylum seekers, etc.

- 3 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, etc.).

Accommodation for homeless persons

- 4 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

- 5 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

- 6 A standard contract where—
 - (a) the contract-holder is a member of a police force, and

- (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

7 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

8 (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'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: trefniadau tymor byr

9 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

10 (1) Contract safonol –

- (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

7 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

8 (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

9 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

10 (1) A standard contract where –

- (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 safonol os oedd y person hwnnw yn ddeiliad contract blaenorol o dan yr un contract.

Pŵer i ddiwygio'r Atodlen

11 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau."

- (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 a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

11 The Welsh Ministers may by regulations amend this Schedule.”

ATODLEN 4
(a gyflwynir gan adran 11)

ATODLEN 9C NEWYDD I DDEDDF 2016

Mae'r Atodlen hon yn gosod allan yr Atodlen 9C newydd i Ddeddf 2016, sydd i'w mewnosod (ynghyd â'r Atodlenni 9A a 9B newydd) ar ôl Atodlen 9—

“ATODLEN 9C
(a gyflwynir gan adran 194)

CONTRACTAU SAFONOL CYFNOD PENODOL A GAIFF GYNNWYS
CYMAL TERFYNU'R LANDLORD HYD YN OED OS YDYNT WEDI
EU GWNEUD AM GYFNOD LLAI NA DWY FLYNEDD

Tenantiaethau a thrwyddedau sy'n gontractau meddiannaeth oherwydd hysbysiad a roddir o dan Ran 2 o Atodlen 2

- 1 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

- 2 Contract safonol â chymorth.

Llety i geiswyr lloches, etc.

- 3 Contract safonol a wneir er mwyn darparu llety o dan Ran 6 o Ddeddf Mewnfudo a Lloches 1999 (p. 33) (cymorth i geiswyr lloches, etc.).

Llety i bersonau digartref

- 4 Contract safonol a wneir fel y disgrifir ym mharagraff 11 neu 12 o Atodlen 2 (llety i bersonau digartref).

Meddiannaeth yn rhinwedd swydd

- 5 Contract safonol pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth.

Meddiannaeth yn rhinwedd swydd: yr heddlu

- 6 Contract safonol—
(a) pan fo deiliad y contract yn aelod o heddlu, a

SCHEDULE 4
(introduced by section 11)

NEW SCHEDULE 9C TO THE 2016 ACT

This Schedule sets out the new Schedule 9C to the 2016 Act, to be inserted (with the new Schedules 9A and 9B) after Schedule 9—

“SCHEDULE 9C
(introduced by section 194)

FIXED TERM STANDARD CONTRACTS WHICH MAY CONTAIN A
LANDLORD’S BREAK CLAUSE EVEN IF MADE FOR A TERM OF
LESS THAN TWO YEARS

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

- 1 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

- 2 A supported standard contract.

Accommodation for asylum seekers, etc.

- 3 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, etc.).

Accommodation for homeless persons

- 4 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

- 5 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

- 6 A standard contract where—
 - (a) the contract-holder is a member of a police force, and

- (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

7 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

8 (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'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: trefniadau tymor byr

9 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

10 (1) Contract safonol –

- (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

7 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

8 (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

9 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

10 (1) A standard contract where –

- (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 safonol os oedd y person hwnnw yn ddeiliad contract blaenorol o dan yr un contract.

Pŵer i ddiwygio'r Atodlen

11 Caiff Gweinidogion Cymru ddiwygio'r Atodlen hon drwy reoliadau."

- (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 a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

11 The Welsh Ministers may by regulations amend this Schedule.”

ATODLEN 5
(a gyflwynir gan adran 14)

DIWYGIADAU AMRYWIOL I DDEDDF 2016

Rhagarweiniol

1 Mae Deddf 2016 wedi ei diwygio fel a ganlyn.

Addasu ac amrywio darpariaethau sylfaenol

- 2 (1) Yn adran 20 (ymgorffori ac addasu darpariaethau sylfaenol) –
- (a) yn is-adran (1), ym mharagraff (b), hepgorer “, ym marn deiliad y contract,”;
 - (b) yn is-adran (2), ym mharagraff (b), hepgorer “, ym marn deiliad y contract,”.
- (2) Yn adran 108 (cyfyngiad ar amrywio: contractau diogel), yn is-adran (3), ym mharagraff (a)(ii) hepgorer “ym marn deiliad y contract”.
- (3) Yn adran 127 (cyfyngiad ar amrywio: contractau safonol cyfnodol), yn is-adran (3), ym mharagraff (a)(ii) hepgorer “ym marn deiliad y contract”.
- (4) Yn adran 135 (cyfyngiad ar amrywio: contractau safonol cyfnod penodol), yn is-adran (3), ym mharagraff (a)(ii) hepgorer “ym marn deiliad y contract”.

Newidiadau golygyddol i ddatganiad ysgrifenedig

3 Yn adran 33 (newidiadau golygyddol i ddatganiad ysgrifenedig), yn is-adran (2) hepgorer y geiriau o “; er enghraifft” hyd at y diwedd.

Diwygio cyfeiriadau at “y dyddiad perthnasol” yn adrannau 110, 129 a 137

- 4 Yn is-adran (7) o’r adrannau a ganlyn –
- (a) adran 110 (contractau diogel: methu â darparu datganiad ysgrifenedig etc.),
 - (b) adran 129 (contractau safonol cyfnodol: methu â darparu datganiad ysgrifenedig etc.), ac
 - (c) adran 137 (contractau safonol cyfnod penodol: methu â darparu datganiad ysgrifenedig etc.),
- yn lle’r geiriau o “cyfeiriadau” hyd at y diwedd rhodder “, yn is-adran (3) o’r adrannau hynny, y geiriau “dechrau â’r diwrnod yr amrywiwyd y contract” wedi eu rhoi yn lle’r geiriau o “dechrau” hyd at y diwedd”.

Tenantiaethau diogel sy’n denantiaethau cymdeithas dai i allu dod yn gontractau meddiannaeth

- 5 (1) Yn adran 242 (dehongli Pennod 3 o Ran 10), yn y diffiniad o “tenantiaeth ddiogel”, hepgorer y geiriau o “, ond nid yw’n cynnwys tenantiaeth cymdeithas dai” hyd at y diwedd.
- (2) Yn Atodlen 2 (eithriadau i adran 7), ym mharagraff 7 (tenantiaethau a thrwyddedau nad ydynt byth yn gontractau meddiannaeth), hepgorer is-baragraff (3)(d).

SCHEDULE 5
(introduced by section 14)

MISCELLANEOUS AMENDMENTS TO THE 2016 ACT

Introductory

1 The 2016 Act is amended as follows.

Modification and variation of fundamental provisions

- 2 (1) In section 20 (incorporation and modification of fundamental provisions) –
- (a) in subsection (1), in paragraph (b), omit “in the contract-holder’s opinion,”;
 - (b) in subsection (2), in paragraph (b), omit “in the contract-holder’s opinion,”.
- (2) In section 108 (limitation on variation: secure contracts), in subsection (3), in paragraph (a)(ii) omit “in the contract-holder’s opinion”.
- (3) In section 127 (limitation on variation: periodic standard contracts), in subsection (3), in paragraph (a)(ii) omit “in the contract-holder’s opinion”.
- (4) In section 135 (limitation on variation: fixed term standard contracts), in subsection (3), in paragraph (a)(ii) omit “in the contract-holder’s opinion”.

Editorial changes to written statement

3 In section 33 (editorial changes to written statement), in subsection (2) omit the words from “; for example” to the end.

Amendment of references to “the relevant date” in sections 110, 129 and 137

- 4 In subsection (7) of each of –
- (a) section 110 (secure contracts: failure to provide written statement etc.),
 - (b) section 129 (periodic standard contracts: failure to provide written statement etc.), and
 - (c) section 137 (fixed term standard contracts: failure to provide written statement etc.),
- for the words from “references” to the end substitute “, in subsection (3) of both of those sections, for the words from “starting” to the end there were substituted “starting with the day on which the contract was varied””.

Secure tenancies that are housing association tenancies to be capable of becoming occupation contracts

- 5 (1) In section 242 (interpretation of Chapter 3 of Part 10), in the definition of “secure tenancy”, omit the words from “, but it does not include a housing association tenancy” to the end.
- (2) In Schedule 2 (exceptions to section 7), in paragraph 7 (tenancies and licences that are never occupation contracts), omit sub-paragraph (3)(d).

Pŵer i wneud darpariaeth sy'n ymwneud â diddymu tenantiaethau sicr, tenantiaethau diogel a thenantiaethau eraill

6 (1) Ar ôl adran 239 (diddymu tenantiaethau sicr, tenantiaethau diogel a thenantiaethau eraill) mewnosoder—

“239A Pŵer i wneud darpariaeth ynghylch tenantiaethau a thrwyddedau penodol

- (1) Caiff Gweinidogion Cymru drwy reoliadau ddiwygio'r Ddeddf hon at ddiben—
 - (a) darparu nad yw darpariaethau penodol yn gymwys mewn perthynas â thenantiaeth neu drwydded y mae is-adran (2) yn gymwys iddi;
 - (b) gwneud darpariaeth newydd nad yw ond yn gymwys i denantiaeth neu drwydded y mae is-adran (2) yn gymwys iddi;
 - (c) gwneud darpariaeth mewn perthynas â diwedd cyfnod tenantiaeth hir (o fewn ystyr paragraff 8 o Atodlen 2).
- (2) Mae'r is-adran hon yn gymwys i unrhyw denantiaeth neu drwydded a fyddai, oni bai am adran 239, wedi bod yn denantiaeth neu'n drwydded o'r math a restrir yn is-adran (1) o'r adran honno, neu a fyddai wedi ei thrin fel tenantiaeth neu drwydded o'r math hwnnw;
- (3) Caiff Rheoliadau o dan yr adran hon wneud darpariaeth ynghylch tenantiaethau neu drwyddedau nad ydynt yn gcontractau meddiannaeth, ac nad ydynt yn gallu bod yn gcontract o'r fath.”

(2) Yn adran 256 (rheoliadau), yn is-adran (4), ar ôl paragraff (g) mewnosoder—

“(ga) adran 239A (pŵer i wneud darpariaeth ynghylch tenantiaethau a thrwyddedau penodol),”.

Anheddau sydd ar y ffin rhwng Cymru a Lloegr

7 Yn adran 246 (ystyr “annedd”), yn is-adran (1) yn lle “sy'n gyfan gwbl” rhodder “sydd”.

Pŵer i ddiwygio deddfwriaeth a ddeddfir neu a wneir ar ôl i Ddeddf 2016 gael y Cydsyniad Brenhinol

8 Yn adran 255 (pŵer i wneud darpariaeth ganlyniadol etc.), yn is-adran (2) hepgorer y geiriau o “a ddeddfwyd neu a wnaed” hyd at y diwedd.

Dileu cyfeiriadau at lety ar gyfer personau sydd wedi eu dadleoli

- 9 (1) Yn Atodlen 3 (contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gcontractau safonol), hepgorer paragraff 5.
- (2) Yn Atodlen 9 (contractau safonol nad yw'r cyfyngiadau yn adrannau 175, 186(2) a 196 yn gymwys iddynt), hepgorer paragraff 5.

Power to make provision relating to the abolition of assured, secure and other tenancies

6 (1) After section 239 (abolition of assured, secure and other tenancies) insert –

“239A Power to make provision about certain tenancies and licences

(1) The Welsh Ministers may by regulations amend this Act for the purpose of –

- (a) providing that certain provisions do not apply in relation to a tenancy or licence to which subsection (2) applies;
- (b) making new provision which only applies to a tenancy or licence to which subsection (2) applies;
- (c) making provision in relation to the end of the term of a long tenancy (within the meaning of paragraph 8 of Schedule 2).

(2) This subsection applies to any tenancy or licence which would, but for section 239, have been a tenancy or licence of the kind listed in subsection (1) of that section, or would have been treated as a tenancy or licence of that kind.

(3) Regulations under this section may make provision about tenancies or licences which are not, and cannot be, occupation contracts.”

(2) In section 256 (regulations), in subsection (4), after paragraph (g) insert –

“(ga) section 239A (power to make provision about certain tenancies and licences),”.

Dwellings on border between Wales and England

7 In section 246 (meaning of “dwelling”), in subsection (1) omit “wholly”.

Power to amend legislation enacted or made after the 2016 Act received Royal Assent

8 In section 255 (power to make consequential etc. provision), in subsection (2) omit the words from “enacted or made” to the end.

Removal of references to accommodation for displaced persons

9 (1) In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), omit paragraph 5.

(2) In Schedule 9 (standard contracts to which limits in sections 175, 186(2) and 196 do not apply), omit paragraph 5.

Diwygiad i Atodlen 3: llety myfyrwyr

- 10 Yn Atodlen 3 (contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol), ym mharagraff 10(1), ar ôl “addysgol” mewnosoder “yn unig”.

Mân ddiwygiadau i'r testun Cymraeg

- 11 (1) Yn adran 61 (methiant i gydymffurfio ag amodau a osodir gan y prif landlord), yn y testun Cymraeg, yn is-adran (5), yn lle “wedi ei wneud yn” rhodder “wedi ei wneud mewn modd nad yw’n”.
- (2) Yn adran 163 (hysbysiad deiliad y contract), yn y testun Cymraeg, yn is-adran (2), yn lle “meddiannaeth” rhodder “diogel”.
- (3) Yn adran 165 (adennill meddiant), yn y testun Cymraeg, yn is-adran (3), yn lle “meddiannaeth” rhodder “diogel”.
- (4) Yn adran 236 (ffurf hysbysiadau, datganiadau a dogfennau eraill), yn y testun Cymraeg, yn is-adran (5), yn lle “wedi ei ddilysu” rhodder “ardystiedig”.
- (5) Yn Atodlen 11 (llety arall addas), yn y testun Cymraeg, ym mharagraff 3, yn is-baragraff (2)(a), yn lle “diogelwch meddiant iddo” rhodder “sicrwydd iddo o ran meddiannaeth”.

Amendment to Schedule 3: student accommodation

- 10 In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), in paragraph 10(1), for “for the purpose of enabling” substitute “for the sole purpose of enabling”.

Minor amendments to the Welsh text

- 11 (1) In section 61 (failure to comply with conditions imposed by head landlord), in the Welsh language text, in subsection (5) for “wedi ei wneud yn” substitute “wedi ei wneud mewn modd nad yw’n”.
- (2) In section 163 (contract-holder’s notice), in the Welsh language text, in subsection (2) for “meddiannaeth” substitute “diogel”.
- (3) In section 165 (recovery of possession), in the Welsh language text, in subsection (3) for “meddiannaeth” substitute “diogel”.
- (4) In section 236 (form of notices, statements and other documents), in the Welsh language text, in subsection (5) for “wedi ei ddilysu” substitute “ardystiedig”.
- (5) In Schedule 11 (suitable alternative accommodation), in the Welsh language text, in paragraph 3, in sub-paragraph (2)(a), for “diogelwch meddiant iddo” substitute “sicrwydd iddo o ran meddiannaeth”.

ATODLEN 6
(a gyflwynir gan adran 18)

MÂN DDIWYGIADAU A DIWYGIADAU CANLYNIADOL

Deddf 2016

- 1 Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- 2 Yn adran 20 (ymgorffori ac addasu darpariaethau sylfaenol), yn is-adran (3) –
 - (a) hepgorer paragraffau (k) i (o), a'r "a" sy'n dilyn paragraff (o);
 - (b) ar ôl paragraff (p) mewnosoder ", a
 - (q) Rhan 1 o Atodlen 9A (cyfyngiadau ar roi hysbysiad o dan adrannau 173 a 186 ac o dan gymal terfynu'r landlord)."
 - 3 Yn adran 22 (pwerau o ran darpariaethau sylfaenol), hepgorer is-adran (3).
 - 4 Yn adran 34 (methu â darparu datganiad ysgrifenedig) ar ôl is-adran (5) mewnosoder –
 - "(6) Mae paragraffau 1 a 2 o Atodlen 9A yn gwneud darpariaeth yn ymwneud â chontractau safonol cyfnodol, a chontractau safonol cyfnod penodol sy'n ymgorffori adran 186 neu sy'n cynnwys cymal terfynu'r landlord, sy'n atal landlord rhag rhoi hysbysiad (o dan adran 173 neu 186 neu o dan gymal terfynu'r landlord) sy'n ei gwneud yn ofynnol i ddeiliad contract ildio meddiant, os nad yw'r landlord wedi darparu datganiad ysgrifenedig o'r contract o dan adran 31(1) neu (2)."
 - 5 Yn adran 37 (datganiad anghywir: cais deiliad y contract i'r llys), yn is-adran (2), ym mharagraff (b) yn lle ", 124(2) i (4) neu 126(1) i (4)" rhodder "neu 124(2) i (4)".
 - 6 Yn adran 39 (y landlord yn darparu gwybodaeth am y landlord), yn lle is-adran (4) rhodder –
 - "(4) Mae paragraff 3 o Atodlen 9A yn gwneud darpariaeth yn ymwneud â chontractau safonol cyfnodol, a chontractau safonol cyfnod penodol sy'n ymgorffori adran 186 neu sy'n cynnwys cymal terfynu'r landlord, sy'n atal landlord rhag rhoi hysbysiad (o dan adran 173 neu 186 neu o dan gymal terfynu'r landlord) sy'n ei gwneud yn ofynnol i ddeiliad contract ildio meddiant, os nad yw'r landlord wedi darparu hysbysiad sy'n ofynnol o dan yr adran hon.
 - (5) Mae is-adrannau (1) i (3) o'r adran hon yn ddarpariaethau sylfaenol sydd wedi eu hymgorffori fel un o delerau pob contract meddiannaeth."
 - 7 Yn adran 46 (cynlluniau blaendal: darpariaeth bellach), yn is-adran (2), yn lle'r geiriau o "Mae adrannau 177 a 198 yn gwneud" hyd at "rhoi hysbysiad" rhodder "Mae paragraff 4 o Atodlen 9A yn gwneud darpariaeth yn ymwneud â chontractau safonol cyfnodol a chontractau safonol cyfnod penodol sy'n ymgorffori adran 186 neu sy'n cynnwys cymal terfynu'r landlord, sy'n atal landlord rhag rhoi hysbysiad (o dan adran 173 neu 186 neu o dan gymal terfynu'r landlord)".

SCHEDULE 6
(introduced by section 18)

MINOR AND CONSEQUENTIAL AMENDMENTS

The 2016 Act

- 1 The 2016 Act is amended as follows.
- 2 In section 20 (incorporation and modification of fundamental provisions), in subsection (3) –
 - (a) omit paragraphs (k) to (o), and the “and” which follows paragraph (o);
 - (b) after paragraph (p), insert “, and
 - (q) Part 1 of Schedule 9A (restrictions on giving notice under sections 173 and 186 and under a landlord’s break clause).”
- 3 In section 22 (powers in relation to fundamental provisions), omit subsection (3).
- 4 In section 34 (failure to provide written statement), after subsection (5) insert –

“(6) Paragraphs 1 and 2 of Schedule 9A make provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord’s break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord’s break clause) requiring a contract-holder to give up possession if the landlord has not provided a written statement of the contract under section 31(1) or (2).”
- 5 In section 37 (incorrect statement: contract-holder’s application to court), in subsection (2), in paragraph (b) for “, 124(2) to (4) or 126(1) to (4)” substitute “or 124(2) to (4)”.
- 6 In section 39 (provision by landlord of information about landlord), for subsection (4) substitute –

“(4) Paragraph 3 of Schedule 9A makes provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord’s break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord’s break clause) requiring a contract-holder to give up possession if the landlord has not provided a notice required under this section.

(5) Subsections (1) to (3) of this section are fundamental provisions which are incorporated as a term of all occupation contracts.”
- 7 In section 46 (deposit schemes: further provision), in subsection (2) for the words from “Sections 177 and 198 make” to “giving a notice” substitute “Paragraph 4 of Schedule 9A makes provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord’s break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord’s break clause)”.

- 8 Yn adran 65 (gorchymyn adennill meddiant estynedig yn erbyn isddeiliad), yn is-adran (3), ym mharagraff (a) yn lle'r geiriau o "copi" hyd at "adran honno" rhodder "hysbysiad yn unol ag adran 64(2)".
- 9 Yn adran 122 (amrywio), yn is-adran (1), ym mharagraff (a) yn lle "126" rhodder "125".
- 10 Yn adran 127 (cyfyngiad ar amrywio: contractau safonol cyfnodol), yn is-adran (2) –
- (a) ym mharagraff (b), hepgorer "ac adran 177 (torri'r rheolau blaendal)";
 - (b) hepgorer paragraff (i), a'r "a" sy'n ei ddilyn;
 - (c) ar ôl paragraff (j) mewnosoder ", a
 - (k) Rhan 1 o Atodlen 9A (cyfyngiadau ar roi hysbysiad y landlord o dan adran 173: torri rhwymedigaethau statudol)".
- 11 Yn adran 128 (datganiad ysgrifenedig yn cofnodi amrywiad), yn is-adran (1) yn lle ", 124(2) i (4) neu 126(1) i (4)" rhodder "neu 124(2) i (4)".
- 12 Yn adran 135 (cyfyngiad ar amrywio: contractau safonol cyfnod penodol) –
- (a) yn is-adran (2) –
 - (i) hepgorer paragraffau (i) a (j) (ond nid yr "a" sy'n dilyn paragraff (j));
 - (ii) yn lle paragraff (k) rhodder –
 - "(k) Rhan 1 o Atodlen 9A (cyfyngiadau ar roi hysbysiad o dan adran 186 ac o dan gymal terfynu'r landlord: torri rhwymedigaethau statudol).";
 - (b) yn is-adran (6), hepgorer y geiriau o ", ond nid yw is-adran (2)(k)" hyd at "deiliad y contract".
- 13 Yn adran 147 (trosolwg o Ran 9), yn nhabl 1, yng ngholofn dde y cofnod ar gyfer Pennod 1, yn lle "adran 161" rhodder "adran 160".
- 14 Yn adran 150 (hysbysiadau adennill meddiant), yn is-adran (1) –
- (a) ar ôl "ddeiliad contract" mewnosoder "o dan unrhyw un o'r adrannau a ganlyn";
 - (b) ar y diwedd, mewnosoder " –
 - (a) adran 159 (mewn perthynas â thor contract gan ddeiliad contract);
 - (b) adran 161 (mewn perthynas â seiliau rheoli ystad);
 - (c) adran 166, 171 neu 192 (mewn perthynas â hysbysiad deiliad y contract);
 - (d) adran 182 neu 188 (mewn perthynas ag ôl-ddyledion rhent difrifol o dan contract safonol)."
- 15 Yn adran 175 (cyfyngiad ar roi hysbysiad o dan adran 173 yn ystod pedwar mis cyntaf meddiannaeth), yn is-adran (4) hepgorer y geiriau o "ac mae adran 20 yn darparu" hyd at y diwedd.
- 16 Yn adran 181 (ôl-ddyledion rhent difrifol), yn y testun Seasneg, yn is-adran (1), yn lle "in serious rent arrears" rhodder "seriously in arrears with his or her rent".
- 17 Yn adran 183 (perthnasedd digwyddiadau o dan contract safonol cyfnod penodol i contract safonol cyfnodol sy'n bodoli yn sgil diwedd y cyfnod penodol) –

- 8 In section 65 (extended possession order against sub-holder), in subsection (3), in paragraph (a) for the words from “copy” to “that section” substitute “notice in accordance with section 64(2)”.
- 9 In section 122 (variation), in subsection (1), in paragraph (a) for “126” substitute “125”.
- 10 In section 127 (limitation on variation: periodic standard contracts), in subsection (2) –
- (a) in paragraph (b) omit “and section 177 (breach of deposit requirements)”;
 - (b) omit paragraph (i), and the “and” which follows it;
 - (c) after paragraph (j) insert “, and
 - (k) Part 1 of Schedule 9A (restrictions on giving landlord’s notice under sections 173: breach of statutory obligations)”.
- 11 In section 128 (written statement of variation), in subsection (1) for “, 124(2) to (4) or 126(1) to (4)” substitute “or 124(2) to (4)”.
- 12 In section 135 (limitation on variation: fixed term standard contracts) –
- (a) in subsection (2) –
 - (i) omit paragraphs (i) and (j) (but not the “and” which follows paragraph (j));
 - (ii) for paragraph (k) substitute –
 - “(k) Part 1 of Schedule 9A (restrictions on giving notice under section 186 and under a landlord’s break clause: breach of statutory obligations).”;
 - (b) in subsection (6) omit the words from “, but subsection (2)(k)” to “break clause”.
- 13 In section 147 (overview of Part 9), in table 1, in the right hand column of the entry for Chapter 1, for “section 161” substitute “section 160”.
- 14 In section 150 (possession notices), in subsection (1) –
- (a) after “contract-holder” insert “under any of the following sections”;
 - (b) at the end insert “ –
 - (a) section 159 (in relation to a breach of contract by a contract-holder);
 - (b) section 161 (in relation to estate management grounds);
 - (c) section 166, 171 or 192 (in relation to a contract-holder’s notice);
 - (d) section 182 or 188 (in relation to serious rent arrears under a standard contract).”
- 15 In section 175 (restriction on giving notice under section 173 in first four months of occupation), in subsection (4) omit the words from “and section 20” to the end.
- 16 In section 181 (serious rent arrears), in subsection (1), for “in serious rent arrears” substitute “seriously in arrears with his or her rent”.
- 17 In section 183 (relevance of events under fixed term standard contract to periodic standard contract arising at end of fixed term) –

- (a) yn is-adran (1) –
- (i) hepgorer y “neu” ar ôl paragraff (a);
 - (ii) ar ôl paragraff (b) mewnosoder “neu
 - (c) hysbysiad o dan gymal terfynu’r landlord,”;
- (b) yn lle is-adran (2) rhodder –
- “(2) Mae adrannau 179 a 180 –
- (a) yn gymwys i hysbysiad o dan adran 186(1) fel y maent yn gymwys i hysbysiad o dan adran 173, a
 - (b) yn gymwys i hawliad meddiant a wneir ar y sail yn adran 186(5) gan ddibynnu ar hysbysiad o’r fath fel y maent yn gymwys i hawliad meddiant a wneir ar y sail yn adran 178 gan ddibynnu ar hysbysiad o dan adran 173.”
- 18 Yn adran 196 (cyfyngiadau ar ddefnyddio cymal terfynu’r landlord yn ystod pedwar mis cyntaf meddiannaeth), yn is-adran (4) hepgorer y geiriau o “ac mae adran 20 yn darparu” hyd at y diwedd.
- 19 Yn adran 204 (hawliadau meddiant), yn is-adran (1), ym mharagraff (a) –
- (a) yn y testun Saesneg, yn lle “following sections” rhodder “following provisions”;
 - (b) hepgorer is-baragraff (i);
 - (c) yn is-baragraff (vi), yn lle “yn ystod pedwar mis cyntaf” rhodder “tan ar ôl chwe mis cyntaf”;
 - (d) yn is-baragraff (vii), yn lle “176, 177” rhodder “177, 177A”;
 - (e) yn is-baragraff (xii), yn lle “yn ystod pedwar mis cyntaf” rhodder “tan ar ôl 18 mis cyntaf”;
 - (f) yn is-baragraff (xiii), hepgorer “197,”;
 - (g) ar ôl is-baragraff (xiv) (ac o flaen y “neu” sy’n ei ddilyn) mewnosoder –
- “(xv) Atodlen 9A (cyfyngiadau ar roi hysbysiad o dan adrannau 173 a 186 ac o dan gymal terfynu’r landlord: torri rhwymedigaethau statudol),”.
- 20 Yn adran 253 (mynegai), yn nhabl 2, yng ngholofn dde y cofnod ar gyfer “hysbysiad adennill meddiant”, yn lle “adran 150” rhodder “adrannau 159, 161, 166, 171, 182, 188 a 192 (a gweler hefyd adran 150)”.
- 21 Yn adran 256 (rheoliadau) –
- (a) yn is-adran (2) yn lle “i ddeddfiad, ac eithrio darpariaeth yn y Ddeddf hon, a gwneud addasiadau, diddymiadau a dirymiadau i unrhyw ddeddfiad heblaw am ddarpariaeth yn y Ddeddf hon” rhodder “, addasiadau, diddymiadau a dirymiadau i unrhyw ddeddfiad (gan gynnwys darpariaeth yn y Ddeddf hon)”;
 - (b) yn is-adran (4) –
- (i) ar ôl paragraff (d) mewnosoder –

- (a) in subsection (1)–
 - (i) omit the “or” after paragraph (a);
 - (ii) after paragraph (b) insert “or
 - (c) a notice under a landlord’s break clause,”;
 - (b) for subsection (2) substitute–
 - “(2) Sections 179 and 180–
 - (a) apply to a notice under section 186(1) as they apply to a notice under section 173, and
 - (b) apply to a possession claim made on the ground in section 186(5) in reliance on such a notice as they apply to a possession claim made on the ground in section 178 in reliance on a notice under section 173.”
- 18 In section 196 (restrictions on use of landlord’s break clause in first four months of occupation), in subsection (4) omit the words from “and section 20” to the end.
- 19 In section 204 (possession claims), in subsection (1), in paragraph (a)–
- (a) for “following sections” substitute “following provisions”;
 - (b) omit sub-paragraph (i);
 - (c) in sub-paragraph (vi), for “during first four months” substitute “until after the first six months”;
 - (d) in sub-paragraph (vii), for “176 , 177” substitute “177, 177A”;
 - (e) in sub-paragraph (xii), for “during first four months” substitute “until after the first 18 months”;
 - (f) in sub-paragraph (xiii), omit “197,”;
 - (g) after sub-paragraph (xiv) (and before the “or” that follows it) insert–
 - “(xv) Schedule 9A (restrictions on giving notice under sections 173 and 186 and under a landlord’s break clause: breach of statutory obligations),”.
- 20 In section 253 (index of terms), in table 2, in the right hand column of the entry for “possession notice”, for “section 150” substitute “sections 159, 161, 166, 171, 182, 188 and 192 (and see also section 150)”.
- 21 In section 256 (regulations)–
- (a) in subsection (2) for “an enactment other than a provision of this Act” substitute “any enactment (including a provision of this Act)”;
 - (b) in subsection (4)–
 - (i) after paragraph (d) insert–

- “(da) adran 121 (pŵer i ddiwygio’r Ddeddf mewn perthynas â’r pŵer i wahardd deiliad contract o dan gontract safonol cyfnodol o annedd am gyfnodau penodol),
- (db) adran 133 (pŵer i ddiwygio’r Ddeddf mewn perthynas â’r pŵer i wahardd deiliad contract o dan gontract safonol cyfnod penodol o annedd am gyfnodau penodol),”;
- (ii) ar ôl paragraff (l) mewnosoder –
- “(la) paragraff 13 o Atodlen 8A (pŵer i ddiwygio’r Atodlen honno),”;
- (c) ar ôl paragraff (m) (ac o flaen yr “ac” sy’n ei ddilyn) mewnosoder –
- “(ma) paragraff 8 o Atodlen 9A (pŵer i ddiwygio’r Atodlen honno),
- (mb) paragraff 11 o Atodlen 9B (pŵer i ddiwygio’r Atodlen honno),
- (mc) paragraff 11 o Atodlen 9C (pŵer i ddiwygio’r Atodlen honno),”.
- 22 (1) Mae Atodlen 1 (trosolwg o ddarpariaethau sylfaenol a ymgorfforir fel telerau contractau meddiannaeth) wedi ei diwygio fel a ganlyn.
- (2) Yn Rhan 2 (contractau safonol cyfnodol), yn nhabl 4 –
- (a) yn y cofnod ar gyfer adrannau 122 i 128, yn y drydedd golofn (nodiadau) –
- (i) yn lle “122(1)(a)” rhodder “122(1)(b)”, a
- (ii) hepgorer y geiriau o “Nid yw adrannau 125(1)(b) a 126 wedi eu hymgorffori” hyd y diwedd;
- (b) yn y cofnod ar gyfer adrannau 173 i 180 –
- (i) yn lle’r testun yn y golofn gyntaf (darpariaeth sylfaenol) rhodder “Adrannau 173 i 175 a 177 i 180, a Rhan 1 o Atodlen 9A”;
- (ii) yn lle’r testun yn y drydedd golofn (nodiadau) rhodder “Os nad yw adran 173 yn cael ei hymgorffori, nid yw adrannau 174 i 177A nac Atodlen 9A yn gymwys; ond os yw’r contract yn ymgorffori adran 173, rhaid ymgorffori Rhan 1 o Atodlen 9A heb addasiadau iddi. Mae adran 174A yn gymwys yn hytrach nag adran 174 i gontract sydd o fewn Atodlen 8A, ac nid yw adran 175 yn gymwys i gontract sydd o fewn Atodlen 9 (hyd yn oed os yw adran 173 wedi ei hymgorffori).”
- (3) Yn Rhan 3 (contractau safonol cyfnod penodol), yn nhabl 5 –
- (a) yn y cofnod ar gyfer adran 186, yn lle’r testun yn y drydedd golofn (nodiadau) rhodder “Nid yw ond yn gymwys os yw’r contract o fewn Atodlen 9B. Os yw’r contract yn ymgorffori adran 186, rhaid ymgorffori Rhan 1 o Atodlen 9A heb addasiadau iddi.”;
- (b) yn y cofnod ar gyfer adrannau 195 i 201 –
- (i) yn lle’r testun yn y golofn gyntaf (darpariaeth sylfaenol) rhodder “Adrannau 195, 195A a 196, a 198 i 201, a Rhan 1 o Atodlen 9A”;

- “(da) section 121 (power to amend Act in relation to power under periodic standard contract to exclude contract-holder from dwelling for specified periods),
 - (db) section 133 (power to amend Act in relation to power under fixed term standard contract to exclude contract-holder from dwelling for specified periods),”;
 - (ii) after paragraph (l) insert –
 - “(la) paragraph 13 of Schedule 8A (power to amend that Schedule),”;
 - (c) after paragraph (m) (and before the “and” that follows it) insert –
 - “(ma) paragraph 8 of Schedule 9A (power to amend that Schedule),
 - (mb) paragraph 11 of Schedule 9B (power to amend that Schedule),
 - (mc) paragraph 11 of Schedule 9C (power to amend that Schedule),”.
- 22 (1) Schedule 1 (overview of fundamental provisions incorporated as terms of occupation contracts) is amended as follows.
- (2) In Part 2 (periodic standard contracts), in table 4 –
 - (a) in the entry for sections 122 to 128, in the third column (notes) –
 - (i) for “122(1)(a)” substitute “122(1)(b)”, and
 - (ii) omit the words from “Sections 125(1)(b) and 126 are not incorporated” to the end;
 - (b) in the entry for sections 173 to 180 –
 - (i) for the text in the first column (fundamental provision) substitute “Sections 173 to 175 and 177 to 180, and Part 1 of Schedule 9A”;
 - (ii) for the text in the third column (notes) substitute “If section 173 is not incorporated, sections 174 to 177A and Schedule 9A do not apply; but if a contract incorporates section 173, Part 1 of Schedule 9A must be incorporated without modification. Section 174A applies instead of section 174 to a contract that is within Schedule 8A, and section 175 does not apply to a contract that is within Schedule 9 (even if section 173 is incorporated).”
- (3) In Part 3 (fixed term standard contracts), in table 5 –
 - (a) in the entry for section 186, for the text in the third column (notes) substitute “Only applies if contract is within Schedule 9B. If contract incorporates section 186, Part 1 of Schedule 9A must be incorporated without modification.”;
 - (b) in the entry for sections 195 to 201 –
 - (i) for the text in the first column (fundamental provision) substitute “Sections 195, 195A and 196, and 198 to 201, and Part 1 of Schedule 9A”;

- (ii) yn lle'r testun yn y drydedd golofn (nodiadau) rhodder "Nid yw ond yn gymwys os yw'r contract yn cynnwys cymal terfynu'r landlord; ond os oes gan y contract gymal terfynu'r landlord, rhaid ymgorffori Rhan 1 o Atodlen 9A heb addasiadau iddi. Mae adran 195A yn gymwys yn lle adran 195 i gontract sydd o fewn Atodlen 8A, ac nid yw adran 196 yn gymwys i gontract sydd o fewn Atodlen 9."
- 23 Yn Atodlen 3 (contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol), ym mharagraff 4, ac yn y croes-bennawd sy'n ei ragflaenu, ar ôl "lloches" mewnosoder ", etc."
- 24 Yn Atodlen 4 (contractau safonol rhagarweiniol), ym mharagraff 3, yn is-baragraff (7) hepgorer y geiriau o "; mae'r pŵer o dan adran 256(2)" hyd at y diwedd.
- 25 (1) Mae Atodlen 7 (contractau safonol ymddygiad gwaharddedig) wedi ei diwygio fel a ganlyn.
- (2) Ym mharagraff 2, yn is-baragraff (8) yn lle "yn ystod pedwar mis cyntaf" rhodder "tan ar ôl chwe mis cyntaf".
- (3) Ym mharagraff 4, yn is-baragraff (7) hepgorer y geiriau o "; mae'r pŵer o dan adran 256(2)" hyd at y diwedd.
- 26 (1) Mae Atodlen 9 (contractau safonol nad yw'r cyfyngiadau yn adrannau 175, 186(2) a 196 yn gymwys iddynt) wedi ei diwygio fel a ganlyn.
- (2) Ym mharagraff 3, yn lle "Contract safonol sy'n ymwneud â llety â chymorth" rhodder "Contract safonol â chymorth".
- (3) Ym mharagraff 4, ac yn y croes-bennawd sy'n ei ragflaenu, ar ôl "lloches" mewnosoder ", etc."
- (4) Yn y pennawd—
- (a) hepgorer ", 186(2)";
- (b) yn lle "(HYSBYSIAD Y LANDLORD YN YSTOD CHWE MIS CYNTAF MEDDIANNAETH)" rhodder "(PRYD Y CANIATEIR RHOI HYSBYSIAD Y LANDLORD)".
- (5) Yn y geiriau rhagarweiniol, hepgorer ", 186".
- 27 (1) Mae Atodlen 12 (trosi tenantiaethau a thrwyddedau presennol sy'n bodoli cyn i Bennod 3 o Ran 10 o Ddeddf 2016 ddod i rym) wedi ei diwygio fel a ganlyn.
- (2) Ym mharagraff 11 (datganiad ysgrifenedig o gontract wedi ei drosi), ar ôl is-baragraff (1) mewnosoder—
- "(1A) Nid yw adran 31(2) (rhoi datganiad ysgrifenedig i ddeiliad contract newydd) yn gymwys mewn perthynas â chontract wedi ei drosi yn ystod y cyfnod darparu gwybodaeth."
- (3) Ar ôl paragraff 12 (darparu gwybodaeth) mewnosoder—
- "12A(1) Mae Atodlen 9A (cyfyngiadau ar roi hysbysiad o dan adran 173, o dan adran 186, ac o dan gymal terfynu'r landlord) yn gymwys mewn perthynas â chontract wedi ei drosi fel pe bai—
- (a) paragraff 1 wedi ei hepgor, a

- (ii) for the text in the third column (notes) substitute “Only apply if contract has a landlord’s break clause; but if a contract has a landlord’s break clause, Part 1 of Schedule 9A must be incorporated without modification. Section 195A applies instead of section 195 to a contract that is within Schedule 8A, and section 196 does not apply to a contract that is within Schedule 9.”

23 In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), in paragraph 4, and in the cross-heading which precedes it, after “seekers” insert “, etc.”.

24 In Schedule 4 (introductory standard contracts), in paragraph 3, in sub-paragraph (7) omit the words from “; the power under section 256(2)” to the end.

25 (1) Schedule 7 (prohibited conduct standard contracts) is amended as follows.

(2) In paragraph 2, in sub-paragraph (8) for “during first four months” substitute “until after the first six months”.

(3) In paragraph 4, in sub-paragraph (7) omit the words from “; the power under section 256(2)” to the end.

26 (1) Schedule 9 (standard contracts to which limits in sections 175, 186(2) and 196 do not apply) is amended as follows.

(2) In paragraph 3 for “standard contract which relates to supported accommodation” substitute “supported standard contract”.

(3) In paragraph 4, and in the cross-heading which precedes it, after “seekers” insert “, etc.”.

(4) In the heading—

(a) omit “, 186(2)”;

(b) for “(LANDLORD’S NOTICE DURING FIRST SIX MONTHS OF OCCUPATION)” substitute “(WHEN LANDLORD’S NOTICE MAY BE GIVEN)”.

(5) In the words of introduction omit “, 186”.

27 (1) Schedule 12 (conversion of tenancies and licences existing before commencement of Chapter 3 of Part 10 of the 2016 Act) is amended as follows.

(2) In paragraph 11 (written statement of converted contract), after sub-paragraph (1) insert—

“(1A) Section 31(2) (provision of written statement to new contract-holder) does not apply in relation to a converted contract during the information provision period.”

(3) After paragraph 12 (provision of information) insert—

“12A(1) Schedule 9A (restrictions on giving notice under section 173, under section 186, and under a landlord’s break clause) applies in relation to a converted contract as if—

(a) paragraph 1 were omitted, and

(b) y canlynol wedi ei roi yn lle paragraff 2—

“Methu â darparu datganiad ysgrifenedig o fewn y cyfnod penodedig

2 Os—

(a) yw'n ofynnol i landlord ddarparu datganiad ysgrifenedig o'r contract o dan baragraff 11(1) o Atodlen 12, neu o dan adran 31(2) (pan na fo wedi ei ddatgymhwyso gan baragraff 11(1A) o'r Atodlen honno), a

(b) yw'r landlord wedi methu â chydymffurfio â pharagraff 11(1) neu adran 31(2),

ni chaiff y landlord roi hysbysiad cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y rhoddodd y landlord y datganiad ysgrifenedig i ddeiliad y contract.”

(4) Ym mharagraff 23 (contractau safonol rhagarweiniol), yn is-baragraff (3), yn lle “Mae'r Ddeddf hon yn gymwys fel pe bai'r” rhodder “Mae'r Ddeddf hon yn gymwys fel pe bai—

(a) yn adran 174 (hysbysiad y landlord: y cyfnod hysbysu byrraf a ganiateir), y cyfeiriad yn is-adran (1) at “chwe mis” yn gyfeiriad at “dau fis”,

(b) yn adran 175 (hysbysiad y landlord: cyfyngiad ar roi hysbysiad tan ar ôl chwe mis cyntaf meddiannaeth), y cyfeiriadau yn is-adrannau (1) a (2) at “chwe mis” yn gyfeiriadau at “bedwar mis” (a'r cyfeiriad yn y pennawd at “chwe mis” yn gyfeiriad at “pedwar mis”), ac

(c) ”.

(5) Ar ôl paragraff 25 (landlord yn terfynu'r contract) mewnosoder—

“25A(1) Mae'r paragraff hwn yn gymwys i gontract safonol cyfnodol a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth fyrddaliol sicr.

(2) Mae'r Ddeddf hon yn gymwys fel pe bai—

(a) yn adran 174 (hysbysiad y landlord: y cyfnod hysbysu byrraf a ganiateir), y cyfeiriad yn is-adran (1) at “chwe mis” yn gyfeiriad at “dau fis”, a

(b) yn adran 175 (hysbysiad y landlord: cyfyngiad ar roi hysbysiad tan ar ôl chwe mis cyntaf meddiannaeth), y cyfeiriadau yn is-adrannau (1) a (2) at “chwe mis” yn gyfeiriad at “bedwar mis” (a'r cyfeiriad yn y pennawd at “chwe mis” yn gyfeiriad at “pedwar mis”).”

(6) Ar ôl paragraff 25A (a fewnosodir gan is-baragraff (5)) mewnosoder—

(b) for paragraph 2 there were substituted –

“Failure to provide written statement within the specified period

2 If –

(a) a landlord is required to provide a written statement of the contract under paragraph 11(1) of Schedule 12, or under section 31(2) (where it is not disapplied by paragraph 11(1A) of that Schedule), and

(b) the landlord has failed to comply with paragraph 11(1) or section 31(2),

the landlord may not give notice before the end of the period of six months starting with the day on which the landlord gave the written statement to the contract-holder.”

(4) In paragraph 23 (introductory standard contracts), in sub-paragraph (3) after “as if” insert “ –

(a) in section 174 (landlord’s notice: minimum notice period), the reference in subsection (1) to “six months” were a reference to “two months”,

(b) in section 175 (landlord’s notice: notice may not be given until after first six months of occupation), the references in subsections (1) and (2) (and the heading) to “six months” were references to “four months”, and

(c) ”.

(5) After paragraph 25 (termination of contract by landlord) insert –

“25A(1) This paragraph applies to a periodic standard contract which immediately before the appointed day was an assured shorthold tenancy.

(2) This Act applies as if –

(a) in section 174 (landlord’s notice: minimum notice period), the reference in subsection (1) to “six months” were a reference to “two months”, and

(b) in section 175 (landlord’s notice: notice may not be given until after first six months of occupation), the references in subsections (1) and (2) (and the heading) to “six months” were references to “four months”.”

(6) After paragraph 25A (inserted by sub-paragraph (5)) insert –

- “25B(1) Mae’r paragraff hwn yn gymwys i contract safonol cyfnod penodol—
- (a) a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth neu’n drwydded am gyfnod penodol, a
 - (b) nad yw o fewn Atodlen 9B.
- (2) Caiff y landlord, 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.
- (3) Ni chaiff y dyddiad a bennir fod yn llai na chwe mis ar ôl—
- (a) y dyddiad meddiannu (gweler paragraff 31), neu
 - (b) os, yn union cyn y diwrnod penodedig, oedd y contract wedi ei drosi yn denantiaeth neu’n drwydded sy’n cymryd lle tenantiaeth neu drwydded arall, y diwrnod y daeth deiliad y contract i fod â hawl i feddiannu’r annedd o dan y denantiaeth neu’r drwydded wreiddiol.
- (4) Yn ddarostyngedig i is-baragraff (3), o ran y dyddiad a bennir—
- (a) ni chaiff fod cyn diwrnod olaf y cyfnod y gwnaed y contract wedi ei drosi 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.
- (5) At ddibenion is-baragraff (3)—
- (a) roedd contract wedi ei drosi yn denantiaeth neu’n drwydded sy’n cymryd lle tenantiaeth neu drwydded arall—
 - (i) os yw dyddiad meddiannu’r contract wedi ei drosi yn dod yn union ar ôl diwedd tenantiaeth neu drwydded flaenorol,
 - (ii) os oedd, yn union cyn dyddiad meddiannu’r contract wedi ei drosi, tenant neu drwyddedai o dan y contract yn denant neu’n drwyddedai o dan y denantiaeth neu’r drwydded flaenorol, a landlord o dan y contract wedi ei drosi yn landlord o dan y denantiaeth neu’r drwydded flaenorol, a
 - (iii) os yw’r contract wedi ei drosi yn ymwneud â’r un annedd (neu’r un annedd i raddau helaeth) â’r denantiaeth neu’r drwydded flaenorol, a
 - (b) ystyr “tenantiaeth neu drwydded wreiddiol” yw—

- “25B(1) This paragraph applies to a fixed term standard contract which—
- (a) immediately before the appointed day was a tenancy or licence for a fixed term, and
 - (b) is not within Schedule 9B.
- (2) The landlord 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.
- (3) The specified date may not be less than six months after—
- (a) the occupation date (see paragraph 31), or
 - (b) if, immediately before the appointed day, the converted contract was a substitute tenancy or licence, the day on which the contract-holder became entitled to occupy the dwelling under the original tenancy or licence.
- (4) Subject to sub-paragraph (3), the specified date—
- (a) may not be before the last day of the term for which the converted 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.
- (5) For the purposes of sub-paragraph (3)—
- (a) a converted contract was a substitute tenancy or licence if—
 - (i) the occupation date of the converted contract falls immediately after the end of a preceding tenancy or licence,
 - (ii) immediately before the occupation date of the converted contract a tenant or licensee under the contract was a tenant or licensee under the preceding tenancy or licence, and a landlord under the converted contract was a landlord under the preceding tenancy or licence, and
 - (iii) the converted contract relates to the same (or substantially the same) dwelling as the preceding tenancy or licence, and
 - (b) “original tenancy or licence” means—

- (i) pan fo dyddiad meddiannu'r denantiaeth neu'r drwydded sy'n cymryd lle tenantiaeth neu drwydded arall yn dod yn union ar ôl diwedd tenantiaeth neu drwydded nad yw'n denantiaeth neu'n drwydded sy'n cymryd lle tenantiaeth neu drwydded arall, y denantiaeth neu'r drwydded a oedd yn rhagflaenu'r denantiaeth neu'r drwydded sy'n cymryd lle tenantiaeth neu drwydded arall;
 - (ii) pan fo cyfres o denantiaethau neu drwyddedau olynol yn denantiaethau neu'n drwyddedau sy'n cymryd lle tenantiaeth neu drwydded arall, y denantiaeth neu'r drwydded a oedd yn rhagflaenu'r cyntaf o'r tenantiaethau neu'r trwyddedau sy'n cymryd lle tenantiaeth neu drwydded arall.
- (6) Os yw'r landlord yn rhoi hysbysiad i ddeiliad y contract o dan is-baragraff (2), caiff y landlord wneud hawliad meddiant ar y sail honno.
- (7) Ni chaiff y landlord wneud hawliad meddiant ar y sail honno cyn diwedd y contract safonol cyfnod penodol.
- (8) Mae is-baragraffau (2) i (7) yn ddarpariaethau sylfaenol sydd wedi eu hymgorffori fel un o delerau pob contract safonol cyfnod penodol y mae'r paragraff hwn yn gymwys iddo.
- 25C Pan fo paragraff 25B yn gymwys, mae'r Ddeddf hon yn gymwys fel be bai—
- (a) cyfeiriadau at adran 186 yn cynnwys cyfeiriad at baragraff 25B,
 - (b) cyfeiriadau at hysbysiad o dan adran 186(1) yn cynnwys cyfeiriad at hysbysiad o dan baragraff 25B(2), ac
 - (c) cyfeiriadau at y sail yn adran 186(5) yn cynnwys cyfeiriad at y sail ym mharagraff 25B(6)."
- (7) Ar ôl paragraff 25C (a fewnosodir gan is-baragraff (6)), mewnosoder—
- "25D(1) Mae'r paragraff hwn yn gymwys i gontract safonol cyfnod penodol a oedd, yn union cyn y diwrnod penodedig, yn denantiaeth neu'n drwydded am gyfnod penodol a oedd yn cynnwys cymal terfynu'r landlord.
- (2) Mae'r Ddeddf hon yn gymwys fel pe bai—
- (a) yn adran 194 (cymal terfynu'r landlord)—
 - (i) yn is-adran (1), y geiriau "sydd o fewn is-adran (1A)" wedi eu hepgor, a
 - (ii) is-adran (1A) wedi ei hepgor,
 - (b) yn adran 195 (y cyfnod hysbysu byrraf a ganiateir), y cyfeiriad yn is-adran (1) at "chwe mis" yn gyfeiriad at "dau fis",

- (i) where the substitute tenancy or licence has an occupation date falling immediately after the end of a tenancy or licence which is not a substitute tenancy or licence, the tenancy or licence which preceded the substitute tenancy or licence;
 - (ii) where there have been successive substitute tenancies or licences, the tenancy or licence which preceded the first of the substitute tenancies or licences.
 - (6) If the landlord gives the contract-holder a notice under sub-paragraph (2), the landlord may on that ground make a possession claim.
 - (7) The landlord may not make a possession claim on that ground before the end of the fixed term standard contract.
 - (8) Sub-paragraphs (2) to (7) are fundamental provisions which are incorporated as a term of all fixed term standard contracts to which this paragraph applies.
- 25C Where paragraph 25B applies, this Act applies as if –
- (a) references to section 186 include a reference to paragraph 25B,
 - (b) references to a notice under section 186(1) include a reference to a notice under paragraph 25B(2), and
 - (c) references to the ground in section 186(5) include a reference to the ground in paragraph 25B(6)."
- (7) After paragraph 25C (inserted by sub-paragraph (6)) insert –
- "25D(1) This paragraph applies to a fixed term standard contract which, immediately before the appointed day, was a tenancy or licence for a fixed term containing a landlord's break clause.
- (2) This Act applies as if –
- (a) in section 194 (landlord's break clause) –
 - (i) in subsection (1), the words "which is within subsection (1A)" were omitted, and
 - (ii) subsection (1A) were omitted,
 - (b) in section 195 (minimum notice period), the reference in subsection (1) to "six months" were a reference to "two months",

- (c) yn adran 196 (hysbysiad y landlord: cyfyngiad ar roi hysbysiad tan ar ôl 18 mis cyntaf meddiannaeth), y cyfeiriad yn is-adran (1) at “18 mis” yn gyfeiriad at “bedwar mis” (a’r cyfeiriad yn y pennawd at “18 mis” yn gyfeiriad at “pedwar mis”), a
- (d) Atodlen 9C wedi ei hepgor.”

Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019

- 28 (1) Mae Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2) wedi ei diwygio fel a ganlyn.
- (2) Yn adran 6 (cymhwysio adrannau 2 i 5 o’r Ddeddf honno i ofynion a chontractau sydd eisoes yn bodoli), hepgorer paragraff (b).
 - (3) Hepgorer adran 25 (tenantiaethau sicr).

©[®] Hawlfraint y Goron 2021

Argraffwyd a chyhoeddwyd yn y Deyrnas Unedig gan The Stationery Office Limited o dan awdurdod ac arolygiaeth Jeff James, Rheolwr Gwasg Ei Mawrhydi ac Argraffydd Deddfau Seneddol y Frenhines.

- (c) in section 196 (landlord’s notice: notice may not be given until after first 18 months of occupation), the reference in subsection (1) (and the heading) to “18 months” were a reference to “four months”, and
- (d) Schedule 9C were omitted.”

Renting Homes (Fees etc.) (Wales) Act 2019

- 28 (1) The Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) is amended as follows
- (2) In section 6 (application of sections 2 to 5 of that Act to pre-existing requirements and contracts), omit paragraph (b).
 - (3) Omit section 25 (assured tenancies).



a Williams Lea company

Cyhoeddwyd gan TSO (Y Llyfrfa), cwmni Williams Lea,
ac ar gael o:

Arlein

www.tsoshop.co.uk

Post, Ffôn, Ffacs ac E-bost

TSO

Blwch Post 29, Norwich, NR3 1GN

Archebionf ffôn/ Ymholiadau cyffredinol 0333 202 5070

Archebion ffacs: 0333 202 5080

E-bost: customer.services@tso.co.uk

Ffôn Testun: 0333 202 5077

TSO@Blackwell ac Asiantau Achrededig eraill

Published by TSO (The Stationery Office), a Williams Lea company,
and available from:

Online

www.tsoshop.co.uk

Mail, Telephone, Fax & E-mail

TSO

PO Box 29, Norwich, NR3 1GN

Telephone orders/General enquiries: 0333 202 5070

Fax orders: 0333 202 5080

E-mail: customer.services@tso.co.uk

Textphone: 0333 202 5077

TSO@Blackwell and other Accredited Agents

ISBN 978-0-348-11345-7



9 780348 113457