



OFFERYNNAU STATUDOL  
CYMRU

WELSH STATUTORY  
INSTRUMENTS

2022 Rhif 245 (Cy. 73)

2022 No. 245 (W. 73)

## TAI, CYMRU

## HOUSING, WALES

### Rheoliadau Rhentu Cartrefi (Adolygu Penderfyniadau) (Cymru) 2022

### The Renting Homes (Review of Decisions) (Wales) Regulations 2022

#### NODYN ESBONIADOL

*(Nid yw'r nodyn hwn yn rhan o'r Rheoliadau)*

Mae'r Rheoliadau hyn yn rhagnodi'r gweithdrefnau i'w dilyn gan landlordiaid mewn cysylltiad ag adolygiad y mae deiliad contract wedi gofyn amdano o benderfyniad—

- (a) i derfynu contract safonol rhagarweiniol neu contract safonol ymddygiad gwaharddedig, o dan adran 202 o Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (“y Ddeddf”),
- (b) i ymestyn cyfnod rhagarweiniol contract safonol rhagarweiniol o dan baragraff 3 o Atodlen 4 i'r Ddeddf, ac
- (c) i ymestyn cyfnod prawf contract safonol ymddygiad gwaharddedig o dan baragraff 4 o Atodlen 7 i'r Ddeddf.

Mae rheoliad 3 yn darparu bod rhaid i adolygiad gael ei gynnal gan berson nad oedd yn ymwneud â'r penderfyniad gwreiddiol. Mae hefyd yn ei gwneud yn ofynnol i'r person sy'n cynnal yr adolygiad fod â safle uwch yn sefydliad y landlord na'r person a wnaeth y penderfyniad gwreiddiol, os yw'r person sy'n cynnal yr adolygiad a'r person a wnaeth y penderfyniad gwreiddiol ill dau'n swyddogion i'r landlord.

Mae rheoliad 4 yn galluogi deiliad contract i ofyn am wrandawriad ac yn nodi sut y mae'r hawl hon i'w harfer.

Mae rheoliad 5 yn nodi hawl deiliad contract i gyflwyno sylwadau ysgrifenedig.

Mae rheoliad 6 yn galluogi cynnal y gwrandawriad yn rhithwir pan fo deiliad y contract yn cydsynio.

#### EXPLANATORY NOTE

*(This note is not part of the Regulations)*

These Regulations prescribe the procedures to be followed by landlords in connection with a review requested by a contract-holder of a decision to—

- (a) terminate an introductory standard contract or a prohibited conduct standard contract, under section 202 of the Renting Homes (Wales) Act 2016 (anaw 1) (“the Act”),
- (b) extend an introductory period of an introductory standard contract under paragraph 3 of Schedule 4 to the Act, and
- (c) extend a probation period of a prohibited conduct standard contract under paragraph 4 of Schedule 7 to the Act.

Regulation 3 provides that a review must be carried out by a person who was not involved in the original decision. It also requires that if the person carrying out the review and the person who made the original decision are both officers of the landlord, the person carrying out the review must hold a position in the landlord's organisation senior to the person who made the original decision.

Regulation 4 enables a contract-holder to request a hearing and sets out how this right is to be exercised.

Regulation 5 sets out a contract-holder's right to submit written representations.

Regulation 6 enables the hearing to be conducted virtually where the contract-holder consents.

Mae rheoliad 7 yn ei gwneud yn ofynnol i landlord roi i ddeiliad y contract hysbysiad o'r gwrandawriad ac i ystyried, pan fo'n berthnasol, a yw lleoliad y gwrandawriad yn rhesymol gyfleus i ddeiliad y contract.

Mae rheoliadau 8 i 11 yn darparu manylion y gweithdrefnau i'w dilyn mewn perthynas â gwrandawriad. Mae rheoliad 8 yn nodi'r weithdrefn i'w dilyn mewn gwrandawriad, gan gynnwys hawliau deiliad contract. Mae rheoliad 9 yn manylu ar y weithdrefn pan na fo deiliad contract neu gynrychiolydd yn bresennol mewn gwrandawriad. Mae rheoliadau 10 ac 11 yn manylu ar y gweithdrefnau o ran gohirio gwrandawriad cyn ei gychwyn ac ar ôl ei gychwyn, yn y drefn honno.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru ar gynnal Aseidiadau Effaith Rheoleiddiol mewn perthynas â'r Rheoliadau hyn. O ganlyniad, lluniwyd asesiad effaith rheoleiddiol o'r costau a'r manteision sy'n debygol o ddeillio o gydymffurfio â'r Rheoliadau hyn. Gellir cael copi oddi wrth: Yr Adran Dai, Llywodraeth Cymru, Parc Busnes Rhyd-y-car, Merthyr Tudful, CF48 1UZ.

Regulation 7 requires a landlord to give the contract-holder notice of the hearing and to consider, where relevant, whether the location of the hearing is reasonably convenient for the contract-holder.

Regulations 8 to 11 provide the details of the procedures to be followed in relation to a hearing. Regulation 8 sets out the procedure to be followed at a hearing, including a contract-holder's rights. Regulation 9 details the procedure where a contact-holder or representative does not attend a hearing. Regulations 10 and 11 detail the procedures regarding postponement and adjournment, respectively.

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, a regulatory impact assessment has been prepared as to the likely costs and benefits of complying with these Regulations. A copy can be obtained from the Department of Housing, Welsh Government, Rhydycar Business Park, Merthyr Tydfil, CF48 1UZ.

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**TAI, CYMRU**

**HOUSING, WALES**

**Rheoliadau Rhentu Cartrefi  
(Adolygu Penderfyniadau) (Cymru)  
2022**

**The Renting Homes (Review of  
Decisions) (Wales) Regulations  
2022**

*Gwnaed* 8 Mawrth 2022

*Made* 8 March 2022

*Gosodwyd* gerbron *Senedd*  
*Cymru* 10 Mawrth 2022

*Laid before Senedd Cymru* 10 March 2022

*Yn dod i rym yn unol â rheoliad 1*

*Coming into force in accordance with  
regulation 1*

Mae Gweinidogion Cymru yn gwneud y Rheoliadau hyn drwy arfer y pwerau a roddir gan adran 203(5) o Ddeddf Rhentu Cartrefi (Cymru) 2016(1), paragraff 4(7) o Atodlen 4 iddi, a paragraff 5(7) o Atodlen 7 iddi.

The Welsh Ministers make these Regulations in exercise of the powers conferred by section 203(5) of, paragraph 4(7) of Schedule 4 to, and paragraph 5(7) of Schedule 7 to the Renting Homes (Wales) Act 2016(1).

**Enwi a chychwyn**

1. Enw'r Rheoliadau hyn yw Rheoliadau Rhentu Cartrefi (Adolygu Penderfyniadau) (Cymru) 2022 a deuant i rym ar y diwrnod y daw adran 239 o'r Ddeddf(2) i rym.

**Title and commencement**

1. The title of these Regulations is the Renting Homes (Review of Decisions) (Wales) Regulations 2022 and they come into force on the day on which section 239 of the Act(2) comes into force.

**Dehongli**

2. Yn y Rheoliadau hyn—

ystyr “adolygiad” (“*review*”) yw adolygiad o dan adran 203 o'r Ddeddf, paragraff 4 o Atodlen 4 iddi, neu baragraff 5 o Atodlen 7 iddi;

mae i “annedd” (“*dwelling*”) yr ystyr a roddir gan adran 246(3) o'r Ddeddf;

**Interpretation**

2. In these Regulations—

“the Act” (“*y Ddeddf*”) means the Renting Homes (Wales) Act 2016;

“contract-holder” (“*deiliad contract*”) has the meaning given by section 7(5) of the Act (see also section 48);

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(1) 2016 dccc 1. Gweler adran 252 am y diffiniad o “rhagnodedig”.

(2) Daw adran 239 o Ddeddf Rhentu Cartrefi (Cymru) 2016 i rym ar ddiwrnod a bennir gan Weinidogion Cymru mewn gorchymyn a wneir drwy offeryn statudol.

(3) Diwygiwyd adran 246 gan adran 14 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 (dsc 3) a pharagraffau 1 a 5 o Atodlen 5 iddi.

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(1) 2016 anaw 1. See section 252 for the definition of “prescribed”.

(2) Section 239 of the Renting Homes (Wales) Act 2016 comes into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.

mae i “deiliad contract” (“*contract-holder*”) yr ystyr a roddir gan adran 7(5) o’r Ddeddf (gweler hefyd adran 48);

ystyr “y Ddeddf” (“*the Act*”) yw Deddf Rhentu Cartrefi (Cymru) 2016;

ystyr “gwrandawriad” (“*hearing*”) yw gwrandawriad llafar;

mae i “landlord” (“*landlord*”) yr ystyr a roddir gan adran 244(2) o’r Ddeddf (gweler hefyd adran 53).

### Personau a gaiff gynnal adolygiad

3.—(1) Rhaid i adolygiad gael ei gynnal gan berson nad oedd yn ymwneud â’r penderfyniad sy’n cael ei adolygu.

(2) Pan fo’r adolygiad yn adolygiad o benderfyniad a wnaed gan un o swyddogion y landlord ac y bo i’w gynnal gan swyddog arall o’r fath, rhaid i’r swyddog sy’n adolygu’r penderfyniad fod â safle o fewn sefydliad y landlord sy’n uwch na safle’r swyddog a wnaeth y penderfyniad.

### Hawl i wrandawriad

4.—(1) Pan fo deiliad y contract yn gofyn am hynny, rhaid i adolygiad gael ei gynnal drwy wrandawriad.

(2) Rhaid i unrhyw gais o’r fath gael ei wneud i’r landlord cyn diwedd y cyfnod a ddisgrifir yn adran 202(3) o’r Ddeddf, paragraff 4(2) o Atodlen 4 iddi, neu baragraff 5(2) o Atodlen 7 iddi, yn ôl y digwydd.

### Sylwadau ysgrifenedig

5.—(1) Pa un a yw’r adolygiad i’w gynnal drwy wrandawriad ai peidio, caiff deiliad y contract gyflwyno sylwadau ysgrifenedig i’r landlord mewn cysylltiad â’r adolygiad.

(2) Rhaid i’r landlord hysbysu deiliad y contract yn ysgrifenedig o’r dyddiad erbyn pryd y mae rhaid i unrhyw sylwadau o’r fath ddod i law’r landlord.

(3) Rhaid i’r dyddiad hwnnw fod o leiaf bum niwrnod ar ôl i’r hysbysiad o dan baragraff (2) ddod i law deiliad y contract.

(4) Rhaid i’r landlord ystyried unrhyw sylwadau o’r fath sy’n dod i law erbyn y dyddiad hwnnw.

“dwelling” (“*annedd*”) has the meaning given by section 246(1) of the Act;

“hearing” (“*gwrandawriad*”) means an oral hearing;

“landlord” (“*landlord*”) has the meaning given by section 244(2) of the Act (see also section 53);

“review” (“*adolygiad*”) means a review under section 203 of, paragraph 4 of Schedule 4 to, or paragraph 5 of Schedule 7 to the Act.

### Persons who may carry out a review

3.—(1) A review must be carried out by a person who was not involved in the decision under review.

(2) Where the review is of a decision made by an officer of the landlord and the review is to be carried out by another such officer, the officer reviewing the decision must occupy a position within the organisation of the landlord which is senior to that of the officer who made the decision.

### Right to a hearing

4.—(1) Where the contract-holder so requests, a review must be by way of a hearing.

(2) Any such request must be made to the landlord before the end of the period described in section 202(3) of, paragraph 4(2) of Schedule 4 to, or paragraph 5(2) of Schedule 7 to the Act, as the case may be.

### Written representations

5.—(1) Whether or not the review is to be by way of a hearing, the contract-holder may make written representations to the landlord in connection with the review.

(2) The landlord must notify the contract-holder in writing of the date by which any such representations must be received by the landlord.

(3) That date must be at least five days after the notification under paragraph (2) is received by the contract-holder.

(4) The landlord must consider any such representations which are received by that date.

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(1) Section 246 was amended by section 14 of, and paragraphs 1 and 5 of Schedule 5 to, the Renting Homes (Amendment) (Wales) Act 2021 (asc 3).

## Gwrandawriad rhithwir

6. Pan fo deiliad y contract yn cydsynio yn ysgrifenedig, caniateir cynnal y gwrandawriad drwy gyswllt fideo, ar y ffôn neu drwy ddull arall o gyfathrebu electronig dwyffordd disymwth.

## Hysbysiad o wrandawriad

7.—(1) Pan fo deiliad y contract yn gofyn am wrandawriad, rhaid i'r landlord roi i ddeiliad y contract o leiaf ddeng niwrnod o rybudd, ar ffurf hysbysiad ysgrifenedig—

- (a) o ddyddiad, amser a lleoliad y gwrandawriad, neu
- (b) os yw'r gwrandawriad i'w gynnal yn unol â rheoliad 6, o ddyddiad ac amser y gwrandawriad, a chyfarwyddiadau ar sut i'w gyrchu.

(2) Os nad yw hysbysiad o'r fath wedi ei roi i ddeiliad y contract, ni chaniateir bwrw ymlaen â'r gwrandawriad ond â chydysyniad deiliad y contract neu ei gynrychiolydd.

(3) Rhaid i ddyddiad, amser a, phan fo'n berthnasol, leoliad y gwrandawriad fod yn rhesymol gyfleus i ddeiliad y contract.

(4) Wrth benderfynu ar leoliad rhesymol gyfleus ar gyfer y gwrandawriad pan fydd deiliad contract yn bresennol yn gorfforol yn y gwrandawriad hwnnw, rhaid ystyried y pellter rhwng lleoliad y gwrandawriad a'r annedd y mae'r adolygiad yn ymwneud â hi.

## Adolygiad drwy wrandawriad

8.—(1) Yn ddarostyngedig i ddarpariaethau'r Rheoliadau hyn, mae'r weithdrefn mewn gwrandawriad adolygu i'w phennu gan y person sy'n cynnal yr adolygiad.

(2) Mae gan ddeiliad y contract yr hawl—

- (a) i gael ei glywed,
- (b) i fod gyda pherson arall,
- (c) i gael ei gynrychioli gan berson arall (“cynrychiolydd”), pa un a yw'r person hwnnw wedi ei gymhwyso'n broffesiynol ai peidio,
- (d) i alw personau i roi tystiolaeth,
- (e) i ofyn cwestiynau i unrhyw berson sy'n rhoi tystiolaeth yn y gwrandawriad, ac
- (f) i gyflwyno sylwadau yn ysgrifenedig.

(3) At ddibenion y trafodion, mae cynrychiolydd i ddeiliad y contract i gael yr un hawliau a phwerau â deiliad y contract o dan y Rheoliadau hyn.

## Virtual hearing

6. Where the contract-holder consents in writing, the hearing may be conducted by video link, telephone or other means of instantaneous two-way electronic communication.

## Notice of hearing

7.—(1) Where the contract-holder requests a hearing, the landlord must give the contract-holder at least ten days' written notice of—

- (a) the date, time and location of the hearing, or
- (b) if the hearing is to be conducted pursuant to regulation 6, the date and time of, and instructions on how to access, the hearing.

(2) If the contract-holder has not been given such notice, the hearing may only proceed with the consent of the contract-holder or his or her representative.

(3) The date, time and, where relevant, the location of the hearing must be reasonably convenient for the contract-holder.

(4) In determining a reasonably convenient location for the hearing where a contract-holder is to be physically present at that hearing, consideration must be given to the distance between the location of the hearing and the dwelling to which the review relates.

## Review by way of hearing

8.—(1) Subject to the provisions of these Regulations, the procedure at a review hearing is to be determined by the person carrying out the review.

(2) The contract-holder has the right to—

- (a) be heard,
- (b) be accompanied,
- (c) be represented by another person (“a representative”), whether that person is professionally qualified or not,
- (d) call persons to give evidence,
- (e) put questions to any person who gives evidence at the hearing, and
- (f) make representations in writing.

(3) For the purposes of the proceedings, a representative of the contract-holder is to have the same rights and powers as the contract-holder under these Regulations.

## **Absenoldeb deiliad y contract neu gynrychiolydd o wrandawriad**

9. Pan fo'r landlord wedi rhoi hysbysiad o wrandawriad yn unol â rheoliad 7 ac na fo deiliad y contract nac unrhyw gynrychiolydd i ddeiliad y contract yn bresennol ar y dyddiad a'r amser a, phan fo'n berthnasol, yn y lleoliad yr hysbyswyd amdanynt, caiff y person sy'n cynnal yr adolygiad—

- (a) bwrw ymlaen â'r gwrandawriad, neu
- (b) gwneud unrhyw gyfarwyddydau ynghylch cynnal yr adolygiad y mae'r person hwnnw yn ystyried eu bod yn briodol, gan ystyried yr holl amgylchiadau perthnasol, gan gynnwys unrhyw esboniad a gynigiwyd am yr absenoldeb.

## **Gohirio gwrandawriad cyn ei gychwyn**

10.—(1) Pan—

- (a) bo'r landlord wedi rhoi hysbysiad o wrandawriad yn unol â rheoliad 7, a
- (b) bo deiliad y contract yn gofyn am ohiriad, cyn i'r gwrandawriad gychwyn,

caiff y landlord ganiatáu neu wrthod y cais yn ôl yr hyn y gwêl y landlord ei fod yn addas.

(2) Os caiff y gwrandawriad ei ohirio, rhaid i'r landlord roi i ddeiliad y contract rybudd rhesymol—

- (a) o ddyddiad, amser a lleoliad y gwrandawriad a ailgynullir, neu
- (b) os yw'r gwrandawriad a ailgynullir i'w gynnal yn unol â rheoliad 6, o ddyddiad ac amser y gwrandawriad a ailgynullir, a chyfarwyddiadau ar sut i'w gyrchu.

(3) Rhaid i ddyddiad, amser a, phan fo'n berthnasol, leoliad y gwrandawriad a ailgynullir fod yn rhesymol gyfleus i ddeiliad y contract.

(4) Wrth benderfynu ar leoliad rhesymol gyfleus ar gyfer y gwrandawriad a ailgynullir pan fydd deiliad contract yn bresennol yn gorfforol yn y gwrandawriad hwnnw, rhaid ystyried y pellter rhwng lleoliad y gwrandawriad a ailgynullir a'r annedd y mae'r adolygiad yn ymwneud â hi.

## **Gohirio gwrandawriad ar ôl ei gychwyn**

11.—(1) Unwaith y bydd gwrandawriad wedi ei gychwyn, caiff y person sy'n cynnal yr adolygiad ei ohirio ar unrhyw adeg, naill ai ar ysgogiad y person hwnnw ei hun neu ar gais deiliad y contract, cynrychiolydd deiliad y contract neu'r landlord.

## **Absence of contract-holder or representative at hearing**

9. Where the landlord has given notice of a hearing in accordance with regulation 7 and neither the contract-holder nor any representative of the contract-holder attends on the date and at the time and, where relevant, the location notified, the person carrying out the review may—

- (a) proceed with the hearing, or
- (b) make such directions regarding the conduct of the review as that person considers appropriate, taking into account all relevant circumstances including any explanation offered for the absence.

## **Postponement of hearing**

10.—(1) Where—

- (a) the landlord has given notice of a hearing in accordance with regulation 7, and
- (b) before the hearing starts, the contract-holder requests a postponement,

the landlord may grant or refuse the request as the landlord sees fit.

(2) If the hearing is postponed, the landlord must give the contract-holder reasonable notice of—

- (a) the date, time and location of the reconvened hearing, or
- (b) if the reconvened hearing is to be conducted pursuant to regulation 6, the date and time of, and instructions on how to access, the reconvened hearing.

(3) The date, time and, where relevant, the location of the reconvened hearing must be reasonably convenient for the contract-holder.

(4) In determining a reasonably convenient location for the reconvened hearing where a contract-holder is to be physically present at that hearing, consideration must be given to the distance between the location of the reconvened hearing and the dwelling to which the review relates.

## **Adjournment of hearing**

11.—(1) Once a hearing has started, it may be adjourned at any time by the person carrying out the review, either on that person's own initiative or at the request of the contract-holder, the contract-holder's representative or the landlord.

(2) Rhaid i'r landlord roi i ddeiliad y contract rybudd rhesymol—

- (a) o ddyddiad, amser a lleoliad y gwrandawriad gohiriedig, neu
- (b) os yw'r gwrandawriad gohiriedig i'w gynnal yn unol â rheoliad 6, o ddyddiad ac amser y gwrandawriad gohiriedig, a chyfarwyddiadau ar sut i'w gyrchu.

(3) Rhaid i ddyddiad, amser a, phan fo'n berthnasol, leoliad y gwrandawriad gohiriedig fod yn rhesymol gyfleus i ddeiliad y contract.

(4) Wrth benderfynu ar leoliad rhesymol gyfleus ar gyfer y gwrandawriad gohiriedig pan fydd deiliad contract yn bresennol yn gorfforol yn y gwrandawriad hwnnw, rhaid ystyried y pellter rhwng lleoliad y gwrandawriad gohiriedig a'r annedd y mae'r adolygiad yn ymwneud â hi.

(5) Os nad y person sy'n cynnal yr adolygiad yn y gwrandawriad gohiriedig yw'r un person ag a oedd yn cynnal yr adolygiad yn y gwrandawriad cynharach, rhaid i'r adolygiad fynd rhagddo drwy gynnal ail wrandawriad llwyr o'r achos oni bai bod deiliad y contract neu gynrychiolydd deiliad y contract yn cytuno fel arall.

(2) The landlord must give the contract-holder reasonable notice of—

- (a) the date, time and location of the adjourned hearing, or
- (b) if the adjourned hearing is to be conducted pursuant to regulation 6, the date and time of, and instructions on how to access, the adjourned hearing.

(3) The date, time and, where relevant, the location of the adjourned hearing must be reasonably convenient for the contract-holder.

(4) In determining a reasonably convenient location for the adjourned hearing where a contract-holder is to be physically present at that hearing, consideration must be given to the distance between the location of the adjourned hearing and the dwelling to which the review relates.

(5) If the person carrying out the review at the adjourned hearing is not the same person as the person who was carrying out the review at the earlier hearing, the review must proceed by way of a complete rehearing of the case unless the contract-holder or the contract-holder's representative agrees otherwise.

*Julie James*

Y Gweinidog Newid Hinsawdd, un o Weinidogion  
Cymru  
8 Mawrth 2022

Minister for Climate Change, one of the Welsh  
Ministers  
8 March 2022

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