

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 21 Medi 2015
Tabled on 21 September 2015

Bil Rhentu Cartrefi (Cymru) Renting Homes (Wales) Bill

Mae'r gwelliannau â * ar eu pwys yn rhai newydd neu'n rhai sydd wedi'u haddasu
Amendments marked * are new or have been altered

Amendments marked 'R' mean that the Member has declared either a registrable interest under Standing Order 2 or relevant interest under Standing Orders 13 or 17 when tabling the amendment.

Mae gwelliannau a nodir ag 'R' yn dynodi bod yr Aelod wedi datgan buddiant cofrestradwy o dan Reol Sefydlog 2 neu fuddiant perthnasol o dan Reolau Sefydlog 13 neu 17 wrth gyflwyno'r gwelliant.

Lesley Griffiths

60

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

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

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

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

Lesley Griffiths

61

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

'() But a written statement is not incorrect merely because it does not set out a term varied in accordance with the contract or by or as a result of an enactment if –



- (a) a written statement of the term varied was given in accordance with section 109, 128 or 136, or
- (b) notice of the variation was given in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6) (variation of secure contracts) or section 123, 124(2) to (4) or 126(1) to (3) (variation of periodic standard contracts).'

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

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

Lesley Griffiths

62

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

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

Lesley Griffiths

63

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

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

Lesley Griffiths

64

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

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

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

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



- Lesley Griffiths** 65
Section 97, page 43, line 23, leave out '91(1)' and insert '91(1)(b)'.
Adran 97, tudalen 43, llinell 23, hepgorer '91(1)' a mewnosoder '91(1)(b)'.
- Lesley Griffiths** 66
Section 104, page 46, line 9, leave out 'proposing' and insert 'setting out'.
Adran 104, tudalen 46, llinell 10, hepgorer 'cynnig' a mewnosoder 'nodi'.
- Lesley Griffiths** 67
Section 105, page 46, line 23, leave out 'proposing' and insert 'setting out'.
Adran 105, tudalen 46, llinell 25, hepgorer 'cynnig' a mewnosoder 'nodi'.
- Lesley Griffiths** 68
Section 109, page 48, line 24, after 'varied', insert –
,
unless the landlord has given notice of the variation in accordance with section 104,
105(2) to (4) or 107(1)(b) and (2) to (6)'.
Adran 109, tudalen 48, llinell 26, ar ôl 'hamrywiwyd', mewnosoder –
,
oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol ag adran 104, 105(2) i
(4) neu 107(1)(b) a (2) i (6)'.
- Lesley Griffiths** 69
Section 123, page 53, line 23, leave out 'proposing' and insert 'setting out'.
Adran 123, tudalen 53, llinell 24, hepgorer 'cynnig' a mewnosoder 'nodi'.
- Lesley Griffiths** 70
Section 124, page 54, line 6, leave out 'proposing' and insert 'setting out'.
Adran 124, tudalen 54, llinell 6, hepgorer 'cynnig' a mewnosoder 'nodi'.
- Lesley Griffiths** 71
Section 127, page 55, after line 21, insert –



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

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

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

Lesley Griffiths

72

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

,

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

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

,

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

Lesley Griffiths

73

Section 182, page 78, after line 6, insert –

- '(8) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply in relation to a periodic standard contract arising under subsection (2).'

Adran 182, tudalen 78, ar ôl llinell 6, mewnosoder –

- '(8) Nid yw'r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys mewn perthynas â chontract safonol cyfnodol sy'n codi o dan is-adran (2).'

Lesley Griffiths

74

Section 183, page 78, line 15, leave out 'must be after' and insert 'may not be before'.

Adran 183, tudalen 78, llinell 15, hepgorer 'rhaid iddo fod ar ôl' a mewnosoder 'ni chaiff fod cyn'.

Lesley Griffiths

75

Schedule 1, page 118, Table 4, after line 25, column 1, insert –

'Paragraph [*the second paragraph inserted by amendment 78*] of Schedule 4'.

Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 1, mewnosoder –

'Paragraff [*yr ail baragraff a fewnosodir gan welliant 78*] o Atodlen 4'.



Lesley Griffiths

76

Schedule 1, page 118, Table 4, after line 25, column 2, insert –

‘Variation of secure contract addressed in written statement of introductory standard contract’.

Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 2, mewnosoder –

‘Amrywio contract diogel yr ymdrinnir ag ef mewn datganiad ysgrifenedig o gontract safonol rhagarweiniol’.

Lesley Griffiths

77

Schedule 1, page 118, Table 4, after line 25, column 3, insert –

‘Only applies to introductory standard contracts where the written statement addresses the secure contract that may arise at the end of the introductory period, in accordance with paragraph [*the first paragraph inserted by amendment 78*](2) of Schedule 4.’.

Atodlen 1, tudalen 118, Tabl 4, ar ôl llinell 28, colofn 3, mewnosoder –

‘Nid yw ond yn gymwys i gontractau safonol rhagarweiniol pan fo’r datganiad ysgrifenedig yn ymdrin â’r contract diogel a allai godi ar ddiwedd y cyfnod rhagarweiniol, yn unol â pharagraff [*y paragraff cyntaf a fewnosodir gan welliant 78*](2) o Atodlen 4.’.

Lesley Griffiths

78

Schedule 4, page 138, after line 33, insert –

‘Written statement may address secure contract arising at end of introductory standard contract

- [] (1) Sub-paragraph (2) applies if, before the end of the introductory period, the landlord and the contract-holder have agreed (subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions) what the terms of the secure contract that may arise at the end of the introductory period are to be.
- (2) A written statement of the introductory standard contract may set out the terms of the secure contract by –
- (a) identifying the terms of the introductory standard contract that will not be terms of the secure contract, and setting out the terms that will apply only to the secure contract, or
 - (b) separately setting out all of the terms of the secure contract.
- (3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a “relevant written statement”) –
- (a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure contract,
 - (b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the secure contract, and
 - (c) the terms of the secure contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).



- (4) If the occupation date of a secure contract addressed in a relevant written statement changes because the landlord has extended the introductory period in accordance with paragraph 3, the relevant written statement is not incorrect merely because it does not set out the new occupation date.
- [] (1) A secure contract addressed in a relevant written statement may be varied by agreement between the landlord and the contract-holder before the occupation date of the secure contract, subject to sub-paragraphs (2) to (5).
- (2) Section 108(1) to (5) (limit on variation) applies in relation to such a variation.
- (3) Sections 109(1) to (3) and 110 (written statement of variation) apply in relation to such a variation.
- (4) Section 104(1) to (3) or (as the case may be) section 105(1)(b) and (2) to (4) applies in relation to a variation of the rent or other consideration which is to be payable under the secure contract.
- (5) Sections 104(3)(a) and 105(4)(a), as applied by sub-paragraph (4), are to be read as if for “any date” there were substituted “the occupation date of the secure contract, or a later date”.
- (6) This paragraph is a fundamental provision which is incorporated as a term of all introductory standard contracts where the written statement of the contract is a relevant written statement; section 20 provides that this paragraph –
- (a) must be incorporated, and
 - (b) must not be incorporated with modifications.’.

Atodlen 4, tudalen 138, ar ôl llinell 33, mewnosoder –

‘Caiff datganiad ysgrifenedig ymdrin â contract diogel sy’n codi ar ddiwedd contract safonol rhagarweiniol

- [] (1) Mae is-baragraff (2) yn gymwys os yw’r landlord a deiliad y contract, cyn diwedd y cyfnod rhagarweiniol, wedi cytuno (yn ddarostyngedig i ddarpariaethau’r Ddeddf hon o ran ymgorffori darpariaethau sylfaenol ac atodol) beth fydd telerau’r contract diogel a allai godi ar ddiwedd y cyfnod rhagarweiniol.
- (2) Caiff datganiad ysgrifenedig o’r contract safonol rhagarweiniol nodi telerau’r contract diogel drwy –
- (a) dynodi telerau’r contract safonol rhagarweiniol na fyddant yn delerau’r contract diogel, a nodi’r telerau na fyddant ond yn gymwys i’r contract diogel, neu
 - (b) nodi holl delerau’r contract diogel ar wahân.
- (3) Pan fo datganiad ysgrifenedig o gontract safonol rhagarweiniol yn ymdrin â’r contract diogel yn unol ag is-baragraff (2) (“datganiad ysgrifenedig perthnasol”) –
- (a) nid yw’r datganiad ysgrifenedig perthnasol yn anghywir (gweler adran 37) ond am ei fod yn ymdrin â’r contract diogel,
 - (b) mae’r landlord i’w drin fel pe bai wedi cydymffurfio â’r gofyniad yn adran 31(1) (darparu datganiad ysgrifenedig) mewn perthynas â’r contract safonol, ac



- (c) ni chaniateir gorfodi telerau'r contract diogel yn erbyn deiliad y contract cyn dyddiad meddiannu'r contract hwnnw (ac, yn unol â hynny, nid yw adran 42 yn gymwys).
- (4) Os yw dyddiad meddiannu contract diogel y mae datganiad ysgrifenedig perthnasol yn ymdrin ag ef yn newid am fod y landlord wedi ymestyn y cyfnod rhagarweiniol yn unol â pharagraff 3, nid yw'r datganiad ysgrifenedig perthnasol yn anghywir ond am nad yw'n nodi'r dyddiad meddiannu newydd.
- [] (1) Caniateir amrywio contract diogel y mae datganiad ysgrifenedig perthnasol yn ymdrin ag ef drwy gytundeb rhwng y landlord a deiliad y contract cyn dyddiad meddiannu'r contract diogel, yn ddarostyngedig i is-baragraffau (2) i (5).
- (2) Mae adran 108(1) i (5) (cyfyngiad ar amrywio) yn gymwys mewn perthynas ag amrywiad o'r fath.
- (3) Mae adrannau 109(1) i (3) a 110 (datganiad ysgrifenedig yn cofnodi amrywiad) yn gymwys mewn perthynas ag amrywiad o'r fath.
- (4) Mae adran 104(1) i (3) neu (yn ôl y digwydd) adran 105(1)(b) a (2) i (4) yn gymwys mewn perthynas ag amrywio'r rhent neu'r gydnabyddiaeth arall a fydd yn daladwy o dan y contract diogel.
- (5) Mae adrannau 104(3)(a) a 105(4)(a), fel y'u cymhwysir gan is-baragraff (4), i'w darllen fel pe bai "dyddiad meddiannu'r contract diogel, neu ddyddiad diweddarach" wedi ei roi yn lle "unrhyw ddyddiad".
- (6) Mae'r paragraff hwn yn ddarpariaeth sylfaenol sydd wedi ei ymgorffori fel un o delerau pob contract safonol rhagarweiniol pan fo'r datganiad ysgrifenedig o'r contract yn ddatganiad ysgrifenedig perthnasol; mae adran 20 yn darparu –
- (a) bod rhaid i'r paragraff hwn gael ei ymgorffori, a
- (b) na chaniateir i'r paragraff hwn gael ei ymgorffori gydag addasiadau.'.

Lesley Griffiths

79

Schedule 4, page 138, line 36, after 'ended', insert ', and the landlord has not addressed the secure contract in the written statement of the introductory standard contract in accordance with paragraph [the first paragraph inserted by amendment 78](2)'.

Atodlen 4, tudalen 138, llinell 36, ar ôl 'ben', mewnosoder ', ac nad yw'r landlord wedi ymdrin â'r contract diogel yn y datganiad ysgrifenedig o'r contract safonol rhagarweiniol yn unol â pharagraff [y paragraff cyntaf a fewnosodir gan welliant 78](2)'.

Lesley Griffiths

80

Schedule 4, page 139, after line 9, insert –



'Landlord's duty to give address at start of contract does not apply in relation to secure contract

7 The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply in relation to a secure contract which replaces an introductory standard contract.'

Atodlen 4, tudalen 139, ar ôl llinell 8, mewnosoder –

'Nid yw'r ddyletswydd ar landlord i roi cyfeiriad ar ddechrau contract yn gymwys mewn perthynas â chontract diogel

7 Nid yw'r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys mewn perthynas â chontract diogel sy'n disodli contract safonol rhagarweiniol.'

Lesley Griffiths

81

Schedule 7, page 149, after line 2, insert –

'() The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.'

Atodlen 7, tudalen 149, ar ôl llinell 3, mewnosoder –

'() Nid yw'r gofyniad yn adran 39(1) (rhaid i landlord roi cyfeiriad cyswllt i ddeiliad contract ar ddechrau contract) yn gymwys.'

*** Peter Black [R]**

82

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

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

*** Peter Black [R]**

83

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

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

*** Peter Black [R]**

84

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

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

*** Peter Black [R]**

85

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

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



*** Peter Black [R]** 86

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

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

*** Peter Black [R]** 87

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

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

*** Peter Black [R]** 88

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

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

*** Peter Black [R]** 89

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

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

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

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

*** Peter Black [R]** 90

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

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

*** Peter Black [R]** 91

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

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



*** Peter Black [R]** 92

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

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

*** Peter Black [R]** 93

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

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

*** Peter Black [R]** 94

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

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

*** Peter Black [R]** 95

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

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

*** Peter Black [R]** 96

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

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

*** Peter Black [R]** 97

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

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

*** Peter Black [R]** 98

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

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

*** Peter Black [R]** 99

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



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

*** Peter Black [R]** **100**

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

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

*** Peter Black [R]** **101**

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

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

*** Peter Black [R]** **102**

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

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

*** Peter Black [R]** **103**

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

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

*** Peter Black [R]** **104**

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

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

*** Peter Black [R]** **105**

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

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

*** Peter Black [R]** **106**

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

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



*** Peter Black [R]** 107

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

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

*** Peter Black [R]** 108

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

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

*** Peter Black [R]** 109

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

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

*** Peter Black [R]** 110

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

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

*** Peter Black [R]** 111

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

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

*** Peter Black [R]** 112

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

(a) the day on which the landlord gives the notice in question, or

(b) if earlier, the last day of the period of two months starting with the relevant date',

and insert –

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

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



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

a mewnosoder –

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

*** Peter Black [R]**

113

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

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

*** Peter Black [R]**

114

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

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

*** Peter Black [R]**

115

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

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

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

- '() Rhaid i ddeiliad y contract beidio â chyflawni trais ar sail rhywedd, cam-drin domestig na thrais rhywiol yn yr annedd nac yn ardal yr annedd.
- () At ddibenion is-adran (*yr is-adran cyntaf a fewnosodir gan y gwelliant hwn*) mae'n amherthnasol a yw'r sawl a ddioddefodd y trais ar sail rhywedd, cam-drin domestig neu drais rhywiol yn byw yn yr annedd neu yn ardal yr annedd.



- () At ddibenion is-adran (*yr is-adran cyntaf a fewnosodir gan y gwelliant hwn*) mae i “cam-drin”, “cam-drin domestig”, “trais ar sail rhywedd” a “trais rhywiol” yr un ystyron â’r hyn a nodir yn Neddf Trais yn erbyn Menywod, Cam-drin Domestig a Thrais Rhywiol (Cymru) 2015.’.

*** Peter Black [R]** 116

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

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

*** Peter Black [R]** 117

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

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

*** Peter Black [R]** 118

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

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

*** Peter Black [R]** 119

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

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

*** Peter Black [R]** 120

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

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

*** Peter Black [R]** 121

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

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

*** Peter Black [R]** 122

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

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



*** Peter Black [R]** 123

Section 87, page 39, leave out line 18.

Adran 87, tudalen 39, hepgorer llinell 20.

*** Peter Black [R]** 124

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

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

*** Peter Black [R]** 125

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

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

*** Peter Black [R]** 126

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

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

*** Peter Black [R]** 127

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

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

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

- (c) cadw'r annedd yn ddi-ddos ac yn ddiogel rhag y gwynt,
- (d) cadw unrhyw osodion, ffitiadau ac offer yn yr annedd a ddarperir gan y landlord mewn cyflwr da ac yn gweithio'n iawn,



- (e) sicrhau y gellir defnyddio unrhyw ddodrefn yn yr annedd a ddarperir gan y landlord yn ddiogel at y dibenion y'u cynlluniwyd ar eu cyfer,
- (f) sicrhau bod darpariaeth foddhaol yn yr annedd ar gyfer synhwyro tanau a rhoi rhybudd os bydd tân neu amheuaeth o dân,
- (g) sicrhau bod darpariaeth foddhaol yn yr annedd ar gyfer rhoi rhybudd os bydd lefel o garbon monocsid yn bresennol sy'n beryglus i iechyd pobl, a
- (h) sicrhau bod pob gosodiad trydanol sefydlog yn yr annedd yn cael ei archwilio a'i brofi ar gyfnodau heb fod yn hwy na dwy flynedd gan berson sy'n gymwys i gynnal gwaith archwilio o'r fath.'

*** Peter Black [R]**

128

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

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

*** Peter Black [R]**

129

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

'Amendments to the Housing (Wales) Act 2014

[] Amendments to the Housing (Wales) Act 2014

- (1) Section 20 of the Housing (Wales) Act 2014 is amended as follows.
- (2) In subsection (3)(b), after "business," omit "or".
- (3) In subsection (3), after paragraph (b), insert –
 - “(ba) repeatedly contravened section 91, 92 or 93 of the Renting Homes (Wales) Act 2015,
 - (bb) contravened, in a serious manner, section 91, 92 or 93 of the Renting Homes (Wales) Act 2015, or”.
- (4) In subsection (3)(c), after "tenant", insert "(other than those provisions set out above at paragraphs (ba) and (bb))”.
- (5) After subsection (6) insert-
 - “(6A) In this section –
 - (a) "repeatedly" means on more than one occasion, and
 - (b) "in a serious manner" means in a manner that a reasonable person would consider to be more than trivial.”.

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

[] Diwygio Deddf Tai (Cymru) 2014

- (1) Diwygir Adran 20 o Ddeddf Tai (Cymru) 2014 fel a ganlyn.



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

*** Peter Black [R]** **130**

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

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

*** Peter Black [R]** **131**

Section 100, page 44, line 34, leave out ‘equitable’.

Adran 100, tudalen 44, llinell 36, hepgorer ‘ecwitiol’.

*** Peter Black [R]** **132**

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

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

*** Peter Black [R]** **133**

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

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

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

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



*** Peter Black [R]** **134**

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

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

*** Peter Black [R]** **135**

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

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

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

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

*** Peter Black [R]** **136**

Section 130, page 57, after line 13, insert—

'() A withdrawal notice may not be given when the rent due under the contract is in arrears.'

Adran 130, tudalen 57, ar ôl llinell 13, mewnosoder—

'() Ni chaiff hysbysiad tynnu'n ôl ei roi pan fo'r rhent sy'n ddyledus o dan y contract yn hwyr.'

*** Peter Black [R]** **137**

Page 57, after line 22, insert a new section—

[] Apportionment of deposit on withdrawal

- (1) A joint contract-holder who gives a withdrawal notice under section 130 must, at the same time, give written notice to the other joint contact-holders as to a proposed apportionment between them of any deposit paid in respect of the contract.
- (2) Within 14 days of notice being given under subsection (1) the other joint-holders must either—
 - (a) accept the proposal, or
 - (b) propose an alternative apportionment.
- (3) If, within 28 days of notice being given under subsection (1) the contract-holders have failed to reach an agreement as to the apportionment of the deposit, the apportionment may be determined by a tribunal.



- (4) Nothing in this section permits the total amount of the deposit to be reduced.’.

Tudalen 57, ar ôl llinell 22, mewnosoder adran newydd –

[] Dosrannu blaendal wrth dynnu’n ôl

- (1) Rhaid i gyd-ddeiliad contract sy’n rhoi hysbysiad tynnu’n ôl o dan adran 130, ar yr un pryd, roi hysbysiad ysgrifenedig i’r cyd-ddeiliaid contract eraill o ran dosraniad arfaethedig rhyngddynt o ran unrhyw flaendal a delir mewn perthynas â’r contract.
- (2) O fewn 14 diwrnod i roi hysbysiad o dan is-adran (1) rhaid i’r cyd-ddeiliaid eraill naill ai –
- (a) derbyn y cynnig, neu
 - (b) cynnig dosraniad amgen.
- (3) Os, o fewn 28 diwrnod i hysbysiad gael ei roi o dan is-adran (1), bydd y deiliaid contract wedi methu â phenderfynu ar ddosraniad o’r blaendal, caiff y dosraniad ei ddyfarnu gan dribiwnlys.
- (4) Nid oes dim yn yr adran hon yn caniatáu i gyfanswm y blaendal gael ei ostwng.’.

*** Peter Black [R]**

138

Section 131, page 57, line 24, leave out ‘may’ and insert ‘must’.

Adran 131, tudalen 57, llinell 24, hepgorer ‘Caiff Gweinidogion’ a mewnosoder ‘Rhaid i Weinidogion’.

*** Peter Black [R]**

139

Page 62, line 28, leave out section 145.

Tudalen 62, llinell 30, hepgorer adran 145.

*** Peter Black [R]**

140

Section 152, page 67, after line 28, insert –

- ‘() The agreement under subsection (1) must be in writing and signed by the contract-holder and by the landlord (or by a person authorised by the landlord to sign the agreement).’.

Adran 152, tudalen 67, ar ôl llinell 31, mewnosoder –

- ‘() Rhaid i’r cytundeb o dan is-adran (1) fod yn ysgrifenedig ac wedi’i lofnodi gan ddeiliad y contract a chan y landlord (neu gan berson a awdurdodwyd gan y landlord i lofnodi’r cytundeb).’.

*** Peter Black [R]**

141

Section 173, page 74, line 5, leave out ‘may not be less than two months after the day on which the notice is given to the contract-holder’ and insert –



‘must be –

- (a) at least two months after the day on which the notice is given to the contract-holder, and
- (b) at least six months after the date on which the occupation contract started’.

Adran 173, tudalen 74, llinell 5, hepgorer is-adran (2) a mewnosoder –

‘() Rhaid i’r dyddiad a bennir mewn hysbysiad o dan adran 172 fod –

- (a) o leiaf ddau fis ar ôl y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract, a
- (b) o leiaf chwe mis ar ôl y dyddiad y dechreuodd y contract meddiannaeth.’

*** Peter Black [R]**

142

Section 182, page 77, after line 19, insert –

‘() The term of a fixed term standard contract must not be less than six months.’

Adran 182, tudalen 77, ar ôl llinell 21, mewnosoder –

‘() Ni chaniateir i gyfnod contract safonol cyfnod penodol fod yn llai na chwe mis.’

*** Peter Black [R]**

143

Section 184, page 78, line 35, leave out ‘if at least one quarter’s rent is more than three months in arrears’ and insert ‘or six months, if at least one rental payment is unpaid’.

Adran 184, tudalen 78, llinell 35, hepgorer ‘os oes rhent o leiaf un chwarter dros dri mis yn hwyr’ a mewnosoder ‘neu’n chwe mis, os oes o leiaf un taliad rhent heb ei dalu’.

*** Peter Black [R]**

144

Section 184, page 79, line 1, leave out ‘25%’ and insert ‘50%’.

Adran 184, tudalen 79, llinell 1, hepgorer ‘25%’ a mewnosoder ‘50%’.

*** Peter Black [R]**

145

Section 213, page 90, leave out lines 10 to 11.

Adran 213, tudalen 90, hepgorer llinellau 10 hyd at 11.

*** Peter Black [R]**

146

Section 213, page 90, line 12, leave out ‘landlord has made the possession claim to avoid complying with those obligations’ and insert ‘claim is motivated by the landlord’s wish to seek retribution against the contract-holder for any reason’.



Adran 213, tudalen 90, llinell 12, hepgorer 'bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â'r rhwymedigaethau hynny' a mewnosoder 'mai'r rheswm dros yr hawliad yw bod y landlord am ddial ar ddeiliad y contract am unrhyw reswm'.

*** Peter Black [R]** **147**

Section 213, page 90, after line 13, insert—

- '(4) This section does not apply if the possession claim is made on either of the following bases—
- (a) the landlord wishes to sell the dwelling, or
 - (b) the contract-holder is in breach of the contract.'

Adran 213, tudalen 90, ar ôl llinell 13, mewnosoder—

- '(4) Nid yw'r adran hon yn gymwys os gwneir yr hawliad meddiant ar un neu ragor o'r seiliau a ganlyn—
- (a) os yw'r landlord yn dymuno gwerthu'r annedd, neu
 - (b) os yw deiliad y contract yn torri'r contract.'

*** Peter Black [R]** **148**

Section 216, page 91, line 25, after 'dwelling', insert—
'and

- () the contract-holder is in serious rent arrears within the meaning of section 179 or 184.'

Adran 216, tudalen 91, llinell 26, ar ôl 'annedd', mewnosoder—
'a

- () gan ddeiliad y contract ôl-ddyledion rhent difrifol o fewn ystyr adran 179 neu 184.'

*** Peter Black [R]** **149**

Section 216, page 92, after line 11, insert—

- '(10) A landlord who recovers possession under this section without complying with subsections (3), (4), (5) and (9) is guilty of a criminal offence.
- (11) A landlord guilty of an offence under this section shall be liable—
- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale or to imprisonment for a term not exceeding 6 months or to both;
 - (b) on conviction or indictment, to a fine or to imprisonment for a term not exceeding 2 years or to both.
- (12) Nothing in this section affects any person's liability in civil proceedings.



- (13) Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity, he or she as well as the body corporate is guilty of that offence and may be punished accordingly.’.

Adran 216, tudalen 92, ar ôl llinell 11, mewnosoder –

- ‘(10) Mae landlord sy’n adennill meddiant o dan yr adran hon heb gydymffurfio ag is-adrannau (3), (4), (5) a (9) yn euog o drosedd.
- (11) Bydd landlord sy’n euog o drosedd o dan yr adran hon yn agored –
- (a) ar gollfarn ddiannod, i ddirwy nad yw’n fwy na lefel 5 ar y raddfa safonol neu i’w garcharu am gyfnod nad yw’n hwy na chwe mis, neu i’r ddau;
 - (b) ar gollfarn ar dditiad, i ddirwy, neu i’w garcharu am gyfnod nad yw’n hwy na dwy flynedd, neu i’r ddau.
- (12) Nid oes dim yn yr adran hon yn effeithio ar atebolrwydd unrhyw berson mewn achos sifil.
- (13) Pan brofir bod trosedd o dan yr adran hon a gyflawnwyd gan gorff corfforaethol wedi ei chyflawni gyda chydsyniad neu ymoddefiad y canlynol, neu y gellir ei phriodoli i unrhyw esgeulustod ar ran unrhyw gyfarwyddwr, rheolwr neu ysgrifennydd neu swyddog arall tebyg yn y corff corfforaethol, neu unrhyw berson a oedd yn honni ei fod yn gweithredu yn rhinwedd swydd o’r fath, mae’r person hwnnw yn ogystal â’r corff corfforaethol yn euog o’r drosedd honno a gellir ei gosbi yn unol â hynny. ’.

*** Peter Black [R]**

150

Section 216, page 92, after line 11, insert –

- ‘(10) The Welsh Ministers must issue guidance to landlords setting out the steps they must take in order to comply with this section.’.

Adran 216, tudalen 92, ar ôl llinell 11, mewnosoder –

- ‘(10) Rhaid i Weinidogion Cymru ddyroddi canllawiau i landlordiaid yn nodi’r camau y mae’n rhaid iddynt eu cymryd er mwyn cydymffurfio â’r adran hon.’.

*** Peter Black [R]**

151

Section 218, page 93, after line 7, insert –

- ‘(6) It will be a rebuttable presumption that a landlord who has followed the guidance issued under section 216 has complied with the duties set out in that section.’.

Adran 218, tudalen 93, ar ôl llinell 5, mewnosoder –

- ‘(6) Bydd yn rhagdybiaeth gwrthbrofadwy fod landlord sydd wedi dilyn y canllawiau a ddyroddir o dan adran 216 wedi cydymffurfio â’r dyletswyddau a ddynodir yn yr adran honno.’.



*** Peter Black [R]** **152**

Section 233, page 100, after line 20, insert –

‘(8) This section does not apply to the written statement required under section 31 of this Act.’.

Adran 233, tudalen 100, ar ôl llinell 23, mewnosoder –

‘(8) Nid yw’r adran hon yn gymwys i’r datganiad ysgrifenedig sy’n ofynnol o dan adran 31 o’r Ddeddf hon.’.

*** Peter Black [R]** **153**

Section 234, page 101, after line 13, insert –

(7) A notification or document given to a person by posting it to any of the places mentioned in subsection (3) is to be treated as having been given at the time on which it would be expected to arrive in the ordinary course of the post.

(8) A notification or document sent to a person in an electronic form is to be treated as having been given at the time it was received by the recipient.

(9) If the sender received electronic notification from the recipient that the notification or document was not received, it will not be treated as having been given.’.

Adran 234, tudalen 101, ar ôl llinell 14, mewnosoder –

(7) Mae hysbysiad neu ddogfen a roddir i berson drwy ei bostio neu ei phostio i unrhyw un o’r manau a grybwyllir yn is-adran (3) i’w drin neu i’w thrin fel pe bai wedi cael ei roi neu ei rhoi ar yr adeg y byddid yn disgwyl iddo neu iddi gyrraedd yng nghwrs arferol y post.

(8) Mae hysbysiad neu ddogfen a anfonir i berson ar ffurf electronig i’w drin neu i’w thrin fel pe bai wedi ei roi neu ei rhoi ar yr adeg y’i derbyniwyd gan y derbynnydd.

(9) Os derbyniodd yr anfonwr hysbysiad electronig gan y derbynnydd na dderbyniwyd yr hysbysiad neu’r ddogfen, ni chaiff ei drin neu ei thrin fel pe bai wedi ei roi neu ei rhoi.’.

*** Peter Black [R]** **154**

Section 234, page 101, after line 13, insert –

‘(7) This section does not apply to the written statement required under section 31 of this Act.’.

Adran 234, tudalen 101, ar ôl llinell 14, mewnosoder –

‘(7) Nid yw’r adran hon yn gymwys i’r datganiad ysgrifenedig sy’n ofynnol o dan adran 31 o’r Ddeddf hon.’.

*** Peter Black [R]** **155**

Page 101, after line 13, insert a new section –



[] Alternative dispute resolution

- (1) Before a landlord refers any matter under this Act for determination by the court or a tribunal he or she must first seek to resolve the matter by means of alternative dispute resolution (including mediation) with the contract-holder.
- (2) The court or a tribunal in any subsequent proceedings may require the landlord to provide evidence that he or she has complied with subsection (1).'

Tudalen 102, ar ôl llinell 6, mewnosoder adran newydd –

[] Dulliau amgen o ddatrys anghydfodau

- (1) Cyn i landlord gyfeirio unrhyw fater o dan y Ddeddf hon i lys neu dribiwnlys wneud penderfyniad yn ei gylch mae'n rhaid iddo yn gyntaf geisio datrys y mater drwy ddulliau amgen o ddatrys anghydfodau (gan gynnwys cyfryngu) gyda deiliad y contract.
- (2) Caiff y llys neu dribiwnlys mewn unrhyw achos dilynol ei gwneud yn ofynnol i'r landlord ddarparu tystiolaeth ei fod wedi cydymffurfio ag is-adran (1).'

*** Peter Black [R]**

156

Page 105, after line 25, insert a new section –

[] The tribunal

In this Act “a tribunal” means a residential property tribunal.'

Tudalen 105, ar ôl llinell 27, mewnosoder adran newydd –

[] Y tribiwnlys

Yn y Ddeddf hon, ystyr “tribiwnlys” yw tribiwnlys eiddo preswyl.'

*** Peter Black [R]**

157

Section 250, page 111, Table 2, after line 15, column 1, insert –
'tribunal (“*tribiwnlys*”).

Adran 250, tudalen 111, Tabl 2, ar ôl llinell 14, colofn 1, mewnosoder –
'tribiwnlys (“*tribunal*”).

*** Peter Black [R]**

158

Section 250, page 111, Table 2, after line 15, column 2, insert –
'section [*new section to be inserted by amendment 156*].

Adran 250, tudalen 111, Tabl 2, ar ôl llinell 14, colofn 2, mewnosoder –
'Adran [*Yr adran newydd sy'n cael ei fewnosod gan welliant 156*].

*** Peter Black [R]**

159

Section 253, page 112, after line 20, insert –



‘() section 22 (powers in relation to fundamental provisions),’.

Adran 253, tudalen 112, ar ôl llinell 23, mewnosoder –

‘() adran 22 (pwerau o ran darpariaethau sylfaenol),’.

*** Peter Black [R]**

160

Section 253, page 112, after line 20, insert –

‘() section 23 (supplementary provisions),’.

Adran 253, tudalen 112, ar ôl llinell 23, mewnosoder –

‘() adran 23 (darpariaethau atodol),’.

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Section 253, page 112, after line 20, insert –

‘() section 29 (model written statement of contract),’.

Adran 253, tudalen 112, ar ôl llinell 23, mewnosoder –

‘() adran 29 (datganiad ysgrifenedig enghreifftiol o gontract),’.

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

‘() section 94 (determination of fitness for human habitation),’.

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

‘() adran 94 (penderfynu a yw annedd yn ffit i bobl fyw ynnddi),’.

