

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 20 Tachwedd 2020
Tabled on 20 November 2020

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

Delyth Jewell

12

Page 1, after line 5, insert a new section –

‘Repossession grounds

[] **Landlord’s notice under periodic standard contracts: repossession grounds**

- (1) The Renting Homes (Wales) Act 2016 is amended as follows.
- (2) After section 180, insert –

“180A Landlord’s notice on repossession grounds

- (1) The landlord under a periodic standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by amendment 12*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder’s Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds in Part 1 of Schedule [*Schedule to be inserted by amendment 12*] are made out.
- (4) Section 210A provides that the court may not make an order for possession of the dwelling on any of the grounds in Part 2 of Schedule [*Schedule to be inserted by amendment 12*] unless it considers it reasonable to do so.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

180B Restriction on section 180A



- (1) Before making a possession claim on the ground in section 180A, the landlord must give the contract-holder a possession notice specifying that ground.
 - (2) The landlord may not make the claim before the end of the period of twelve months starting with the day on which the landlord gives the contract-holder the possession notice.
 - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which do not incorporate section 180A as a term of the contract.”
- (3) In section 204 (possession claims), in subsection (1)(a) (after sub-paragraph (vii)) insert –
“section 180B (restriction on making possession claim on repossession grounds)”.
 - (4) In section 205 (orders for possession), in subsection (1) (after paragraph (e)) insert –
“section 180A (landlords’ notice on repossession grounds)”.
 - (5) After section 210, insert –

“210A Repossession grounds

- (1) This section applies if the landlord under a periodic standard contract makes a possession claim under section 180A on one or more of the repossession grounds in Part 2 of Schedule [*Schedule to be inserted by amendment 12*].
 - (2) The court may not make an order for possession on that ground (or those grounds) unless it considers it reasonable to do so.”
- (6) After section 216, insert –

“216A Repossession grounds

- (1) This section applies if the landlord under a standard contract makes a possession claim under section 180A on one or more of the repossession grounds in Part 1 of Schedule [*Schedule to be inserted by amendment 12*].
 - (2) If the court is satisfied that one or more of the grounds are made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).”
- (7) After Schedule 8 insert –



“SCHEDULE 8ZA
(to be introduced by Section 180A)

REPOSSESSION GROUNDS

PART 1

ABSOLUTE GROUNDS

Ground A (mortgagee in possession)

- 1 A mortgagee requires possession of the dwelling in order to sell the dwelling.

Ground B (disruptive works)

- 2 The landlord intends to carry out significantly disruptive works to, or in relation to, the dwelling.

Ground C (landlord intends to live in the dwelling)

- 3 The landlord intends to live in the dwelling.

Ground D (purposes other than housing)

- 4 The landlord intends to use the dwelling for a purpose other than housing.

Ground E (religious purposes)

- 5 The dwelling is required for use in connection with the purposes of a religion.

PART 2

DISCRETIONARY GROUNDS

Ground F (intention to sell the dwelling)

- 6 The landlord intends to sell the dwelling.

Ground G (family member intends to live in the dwelling)

- 7 A member of the landlord’s family intends to live in the dwelling.

Ground H (contract-holder no longer a qualifying employee)

- 8 The contract was entered into to provide an employee with a home and the contract-holder is not a qualifying employee.



Ground I (Community Care)

- 9 The contract was entered into on account of the contract-holder having an assessed need for community care and the contract-holder has since been assessed as no longer having that need.

Ground J (houses in multiple occupation)

- 10 The dwelling or associated living accommodation is in multiple occupation and is overcrowded.”

Tudalen 1, ar ôl llinell 5, mewnosoder adran newydd –

‘Seiliau adfeddiannu

[] **Hysbysiad y landlord o dan gontractau safonol cyfnodol: seiliau adfeddiannu**

- (1) Mae Deddf Rhenti Cartrefi (Cymru) 2016 wedi ei diwygio fel a ganlyn.
- (2) Ar ôl adran 80, mewnosoder –

“180A Hysbysiad y landlord ar seiliau adfeddiannu

- (1) Caiff y landlord o dan gontract safonol cyfnodol wneud hawliad meddiant ar un neu ragor o’r seiliau adfeddiannu.
- (2) Mae’r seiliau adfeddiannu wedi eu pennu yn Atodlen [*yr Atodlen sy’n cael ei mewnosod gan welliant 12*].
- (3) Mae adran 216A yn darparu bod yn rhaid i’r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o’r annedd os yw’n fodlon bod un neu ragor o’r seiliau adfeddiannu yn Rhan 1 o Atodlen [*yr Atodlen sy’n cael ei mewnosod gan welliant 12*] wedi ei phrofi neu eu profi.
- (4) Mae adran 210A yn darparu na chaiff y llys wneud gorchymyn adennill meddiant o’r annedd ar unrhyw un neu ragor o’r seiliau yn Rhan 2 o Atodlen [*yr Atodlen sy’n cael ei mewnosod gan welliant 12*] oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny.
- (5) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

180B Cyfyngiad ar adran 180A

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 180A, rhaid i’r landlord roi hysbysiad meddiant i ddeiliad y contract yn nodi’r sail honno.
- (2) Ni chaiff y landlord wneud yr hawliad cyn diwedd y cyfnod o ddeuddeg mis sy’n dechrau â’r diwrnod y mae’r landlord yn rhoi’r hysbysiad adennill meddiant i ddeiliad y contract.



- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol, ac eithrio contractau safonol cyfnodol nad ydynt yn ymgorffori adran 180A fel un o delerau'r contract."
- (3) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a) (ar ôl is-baragraff (vii)) mewnosoder –
- “adran 180B (cyfyngiad ar wneud hawliad meddiant ar seiliau adfeddiannu)”.
- (4) Yn adran 205 (gorchmynion adennill meddiant), yn is-adran (1) (ar ôl paragraff (e)) mewnosoder –
- “adran 180A (hysbysiad y landlord ar seiliau adfeddiannu)”.
- (5) Ar ôl adran 210, mewnosoder –

“210A Seiliau adfeddiannu

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol cyfnodol yn gwneud hawliad meddiant o dan adran 180A ar un neu ragor o'r seiliau adfeddiannu yn Rhan 2 o Atodlen [*yr Atodlen sy'n cael ei mewnosod gan welliant 12*].
- (2) Ni chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno (neu'r seiliau hynny) oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny.”
- (6) Ar ôl adran 216, mewnosoder –

“216A Seiliau adfeddiannu

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant o dan adran 180A ar un neu ragor o'r seiliau adfeddiannu yn Rhan 2 o Atodlen [*yr Atodlen sy'n cael ei mewnosod gan welliant 12*].
- (2) Os yw'r llys yn fodlon bod un neu ragor o'r seiliau wedi ei phrofi neu eu profi rhaid iddo wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).”
- (7) Ar ôl Atodlen 8 mewnosoder –



“ATODLEN 8ZA
(a gyflwynir gan Adran 180A)

SEILIAU ADFEDDIANNU

RHAN 1

SEILIAU ABSOLIWT

Sail A (morgeisai mewn meddiant)

- 1 Mae morgeisai angen meddiant o annedd er mwyn gwerthu'r annedd.

Sail B (gwaith sy'n tarfu)

- 2 Mae'r landlord yn bwriadu cynnal gwaith ar yr annedd neu mewn perthynas â'r annedd a fydd yn tarfu'n sylweddol.

Sail C (y landlord yn bwriadu byw yn yr annedd)

- 3 Mae'r landlord yn bwriadu byw yn yr annedd.

Sail D (dibenion heblaw tai)

- 4 Mae'r landlord yn bwriadu defnyddio'r annedd at ddiben heblaw tai.

Sail E (dibenion crefyddol)

- 5 Mae angen defnyddio'r annedd mewn cysylltiad â dibenion crefyddol.

RHAN 2

SEILIAU YN ÔL DISGRESIWN

Sail F (bwriad i werthu'r annedd)

- 6 Mae'r landlord yn bwriadu gwerthu'r annedd.

Sail G (aelod o'r teulu yn bwriadu byw yn yr annedd)

- 7 Mae aelod o deulu'r landlord yn bwriadu byw yn yr annedd.

Sail H (nid yw deiliad y contract bellach yn gyflogai cymwys)

- 8 Ymrwymwyd i'r contract er mwyn darparu cartref i gyflogai ac nid yw deiliad y contract yn gyflogai cymwys.



Sail I (Gofal Cymunedol)

- 9 Ymrwymwyd i'r contract oherwydd bod gan ddeiliad y contract angen asedig am ofal cymunedol ac ers hynny aseswyd nad oes gan ddeiliaid y contract yr angen hwnnw bellach.

Sail J (tai amlfeddiannaeth)

- 10 Mae'r annedd neu'r llety cysylltiedig yn annedd neu'n llety amlfeddiannaeth ac yn orlawn.'''.

Delyth Jewell

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Page 1, line 7, leave out section 1 and insert –

[] Landlord's notice under periodic standard contract restricted to certain contracts

- (1) The Renting Homes (Wales) Act 2016 is amended as follows.
- (2) In section 173 (landlord's notice), in subsection (1) after "periodic standard contract" insert "which is within Schedule 8A".
- (3) Omit section 175.'

Tudalen 1, llinell 7, hepgorer adran 1 a mewnosoder –

[] Hysbysiad y landlord o dan gontract safonol cyfnodol wedi ei gyfyngu i gontractau penodol

- (1) Mae Deddf Rhenti Cartrefi (Cymru) 2016 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 173 (hysbysiad y landlord), yn is-adran (1) ar ôl "gontract safonol cyfnodol" mewnosoder "sydd o fewn Atodlen 8A".
- (3) Hepgorer adran 175. '.

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Section 1, page 1, line 10, leave out 'six' and insert '12'.

Adran 1, tudalen 1, llinell 12, hepgorer 'chwe' a mewnosoder '12'.

Delyth Jewell

15

Section 1, page 1, line 10, leave out 'six' and insert '24'.

Adran 1, tudalen 1, llinell 12, hepgorer 'chwe' a mewnosoder '24'.

Delyth Jewell

16

Section 1, page 1, line 10, leave out 'six' and insert '36'.

Adran 1, tudalen 1, llinell 12, hepgorer 'chwe' a mewnosoder '36'.



Delyth Jewell

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Section 1, page 1, line 10, leave out 'six months' and insert 'four years'.

Adran 1, tudalen 1, llinell 12, hepgorer 'chwe mis' a mewnosoder 'phedair blynedd'.

Delyth Jewell

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Section 1, page 1, line 10, leave out 'six months' and insert 'five years'.

Adran 1, tudalen 1, llinell 12, hepgorer 'chwe mis' a mewnosoder 'phum mlynedd'.

Delyth Jewell

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Section 1, page 1, line 10, leave out 'six months' and insert 'ten years'.

Adran 1, tudalen 1, llinell 12, hepgorer 'chwe mis' a mewnosoder 'deng mlynedd'.

Delyth Jewell

20

Section 2, page 2, line 2, leave out 'six' and insert '12'.

Adran 2, tudalen 2, llinell 2, hepgorer 'chwe' a mewnosoder '12'.

Delyth Jewell

21

Section 2, page 2, line 2, leave out 'six' and insert '24'.

Adran 2, tudalen 2, llinell 2, hepgorer 'chwe' a mewnosoder '24'.

Delyth Jewell

22

Section 2, page 2, line 2, leave out 'six' and insert '36'.

Adran 2, tudalen 2, llinell 2, hepgorer 'chwe' a mewnosoder '36'.

Delyth Jewell

23

Section 2, page 2, line 2, leave out 'six months' and insert 'four years'.

Adran 2, tudalen 2, llinell 2, hepgorer 'chwe mis' a mewnosoder 'phedair blynedd'.

Delyth Jewell

24

Section 2, page 2, line 2, leave out 'six months' and insert 'five years'.

Adran 2, tudalen 2, llinell 2, hepgorer 'chwe mis' a mewnosoder 'phum mlynedd'.



Delyth Jewell

25

Section 2, page 2, line 2, leave out 'six months' and insert 'ten years'.

Adran 2, tudalen 2, llinell 2, hepgorer 'chwe mis' a mewnosoder 'deng mlynedd'.

Delyth Jewell

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Page 2, line 26, leave out section 4.

Tudalen 2, llinell 25, hepgorer adran 4.

Mark Isherwood

27

Page 2, line 25, leave out section 4 and insert –

[] Landlord's notice under periodic standard contract: specified date may not be less than twelve months after the occupation date

(1) In section 173 of the 2016 Act (landlord's notice), after subsection (1) –

“(1A) The specified date may not be less than twelve months after the occupation date of the contract.”

Tudalen 2, llinell 25, hepgorer adran 4 a mewnosoder –

[] Hysbysiad y landlord o dan contract safonol cyfnodol: ni chaiff y dyddiad a bennir fod yn llai na deuddeg mis ar ôl y dyddiad meddiannu

(1) Yn adran 173 o Ddeddf 2016 (hysbysiad y landlord), ar ôl is-adran (1) –

“(1A) Ni chaiff y dyddiad a bennir fod yn llai na deuddeg mis ar ôl dyddiad meddiannu'r contract.”

Mark Isherwood

28

Page 6, line 20, leave out section 10 and insert –

[] Notice in connection with end of term of fixed term contracts: date specified in notice may not be less than 12 months after the occupation date

(1) Section 186 of the 2016 Act (landlord's notice in connection with end of fixed term) is amended as follows.

(2) In subsection (2), for “six months” substitute “12 months”.

(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 the restriction in section 186(2) does not apply.

Tudalen 6, llinell 20, hepgorer adran 10 a mewnosoder –



[] Hysbysiad mewn cysylltiad â diwedd cyfnod contractau cyfnod penodol: ni chaiff y dyddiad a bennir yn yr hysbysiad fod yn llai na deuddeg mis ar ôl y dyddiad meddiannu

- (1) Mae adran 186 o Ddeddf 2016 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol) wedi ei diwygio fel a ganlyn.
- (2) Yn is-adran (2) yn lle "chwe mis" rhodder "12 mis".
- (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 nad yw'r cyfyngiad yn adran 186(2) yn gymwys iddynt.'

Mark Isherwood

29

Page 7, after line 8, insert a new section –

[] Standard contracts: mandatory grounds for repossession

- (1) The 2016 Act is amended as follows.
- (2) After section 182 insert –

"182A Repossession grounds

- (1) The landlord under a periodic standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by amendment 29*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds are made out.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

182B Restrictions on section 182A

- (1) Before making a possession claim on the ground in section 182A the landlord must give the contract-holder a possession notice specifying that ground.
 - (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
 - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts."
- (3) After section 188 insert –

"188A Repossession grounds



- (1) The landlord under a fixed term standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by amendment 29*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds are made out.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

188B Restrictions on section 188A

- (1) Before making a possession claim on the ground in section 188A the landlord must give the contract-holder a possession notice specifying that ground.
 - (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
 - (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts."
- (4) In section 204 (possession claims), in subsection (1)(a) –
- (a) after sub-paragraph (viii) insert –
 - "() section 182B (restriction on making a possession claim under a periodic standard contract on repossession grounds),
 - () section 188B (restriction on making a possession claim under a fixed term standard contract on repossession grounds),"
- (5) In section 205 (orders for possession) in subsection (1) –
- (a) after paragraph (f) insert –
 - "() section 182A (repossession grounds: periodic standard contracts"
 - (b) after paragraph (h) insert –
 - "() section 188A (repossession grounds: fixed term standard contracts)".
- (6) After section 216 insert –

"216A Repossession grounds

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 182A or 188A (repossession claims).



- (2) If the court is satisfied that one or more of the repossession grounds are made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights)."
- (7) After Schedule 8 insert—

"SCHEDULE 8ZA
(to be introduced by Section 182A)

REPOSSESSION GROUNDS

Ground A (intention to sell)

- 1 The landlord intends to sell the dwelling.

Ground B (intention to live in the dwelling)

- 2 (1) The landlord intends to live in the dwelling.
(2) A member of the landlord's family (within the meaning of section 250) intends to live in the dwelling [as his or her main home for at least 3 months].

Ground C (mortgagee in possession)

- 3 The mortgage lender needs to regain possession of the dwelling [and has been granted a repossession order].

Ground D (Anti-social behaviour and prohibited conduct)

- 4 The contract holder has engaged or threatened to engage in conduct of the kind specified in subsections (1) to (5) of section 55 (anti social behaviour).

Ground E (domestic abuse)

- 5 The contract holder has been convicted of a domestic abuse offence.

Meaning of domestic abuse offence

- 6 For the purposes of this Schedule an offence is a domestic abuse offence if—
- (a) the offence consists of physical, sexual, psychological, emotional or financial abuse, and
 - (b) the victim of the offence is, or has been, in a qualifying relationship with the contract holder."



Tudalen 7, ar ôl llinell 10, mewnosoder adran newydd –

[] Contractau safonol: seiliau gorfodol dros adfeddiannu

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Ar ôl adran 182 mewnosoder –

“182A Seiliau adfeddiannu

- (1) Caiff landlord o dan gontract safonol cyfnodol wneud hawliad meddiant ar un neu ragor o’r seiliau adfeddiannu.
- (2) Mae’r seiliau adfeddiannu wedi’u nodi yn Atodlen [*yr Atodlen sydd i’w mewnosod gan welliant 29*].
- (3) Mae adran 216A yn darparu bod yn rhaid i’r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o’r annedd os yw’n fodlon bod un neu ragor o’r seiliau adfeddiannu wedi ei phrofi neu eu profi.
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

182B Cyfyngiadau ar adran 182A

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 182A, rhaid i’r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy’n pennu’r sail honno.
- (2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae’r landlord yn rhoi’r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.”

- (3) Ar ôl adran 188 mewnosoder –

“188A Seiliau adfeddiannu

- (1) Caiff landlord o dan gontract safonol cyfnod penodol wneud hawliad meddiant ar un neu ragor o’r seiliau adfeddiannu.
- (2) Mae’r seiliau adfeddiannu wedi’u nodi yn Atodlen [*yr Atodlen sydd i’w mewnosod gan welliant 29*].
- (3) Mae adran 216A yn darparu bod yn rhaid i’r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o’r annedd os yw’n fodlon bod un neu ragor o’r seiliau adfeddiannu wedi ei phrofi neu eu profi.
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

188B Cyfyngiadau ar adran 188A



- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 188A, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
 - (2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
 - (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol."
- (4) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a) –
- (a) ar ôl is-baragraff (viii) mewnosoder –
 - "() adran 182B (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnodol ar seiliau adfeddiannu)"
 - () adran 188B (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnod penodol ar seiliau adfeddiannu),"
- (5) Yn adran 205 (gorchymynion adennill meddiant) yn is-adran (1) –
- (a) ar ôl paragraff (f) mewnosoder –
 - "() adran 182A (seiliau adfeddiannu: contractau safonol cyfnodol"
 - (b) ar ôl paragraff (h) mewnosoder –
 - "() adran 188A (seiliau adfeddiannu: contractau safonol cyfnod penodol)".
- (6) Ar ôl adran 216 mewnosoder –

"216A Seiliau adfeddiannu

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran 182A neu 188A (hawliadau adfeddiannu).
 - (2) Os yw'r llys yn fodlon bod un neu ragor o'r seiliau adfeddiannu wedi ei phrofi neu eu profi rhaid iddo wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract)."
- (7) Ar ôl Atodlen 8 mewnosoder –

"ATODLEN 8ZA
(a gyflwynir gan Adran 182A)

SEILIAU ADFEDDIANNU

Sail A (bwriad i werthu)

1 Mae'r landlord yn bwriadu gwerthu'r annedd.



Sail B (bwriad i fyw yn yr annedd)

- 2 (1) Mae'r landlord yn bwriadu byw yn yr annedd.
- (2) Mae aelod o deulu'r landlord (o fewn ystyr adran 250) yn bwriadu byw yn yr annedd [fel ei brif gartref am o leiaf 3 mis].

Sail C (morgeisai mewn meddiant)

- 3 Mae angen i'r benthyciwr morgais adennill meddiant o'r annedd [ac mae gorchymyn adfeddiannu wedi ei roi iddo].

Sail D (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig)

- 4 Mae deiliad y contract wedi cymryd rhan neu wedi bygwth cymryd rhan mewn gweithgarwch o'r math a bennir yn is-adrannau (1) i (5) o adran 55 (ymddygiad gwrthgymdeithasol).

Sail E (cam-drin domestig)

- 5 Mae deiliad y contract wedi'i euogfarnu o drosedd cam-drin domestig.

Ystyr trosedd cam-drin domestig

- 6 At ddibenion yr Atodlen hon, mae trosedd yn drosedd cam-drin domestig—
 - (a) os yw'r drosedd yn cynnwys camdriniaeth gorfforol, camdriniaeth rywiol, camdriniaeth emosiynol neu gamdriniaeth ariannol, a
 - (b) os yw dioddefwr y drosedd mewn perthynas gymhwysol â deiliad y contract neu wedi bod mewn perthynas gymhwysol â deiliad y contract."

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Page 8, after line 30, insert a new section—

[] Guidance

After section 241 of the 2016 Act insert:

"241A Guidance and promoting awareness

- (1) The Welsh Ministers must promote awareness of the provisions of this Act.
- (2) The Welsh Ministers must issue guidance in relation to the provisions of this Act at least six months before the appointed day.



- (3) The Welsh Ministers must publish guidance issued under this section.”.

Tudalen 8, ar ôl llinell 36, mewnosoder adran newydd –

[] Canllawiau

Ar ôl adran 241 o Ddeddf 2016 mewnosoder:

“241A Canllawiau a hyrwyddo ymwybyddiaeth

- (1) Rhaid i Weinidogion Cymru hyrwyddo ymwybyddiaeth o ddarpariaethau’r Ddeddf hon.
- (2) Rhaid i Weinidogion Cymru ddyroddi canllawiau mewn perthynas â darpariaethau’r Ddeddf hon o leiaf chwe mis cyn y diwrnod penodedig.
- (3) Rhaid i Weinidogion Cymru gyhoeddi canllawiau a ddyroddir o dan yr adran hon.”.

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Schedule 1, page 11, after line 9, insert –

‘Properties owned by armed forces personnel

- 9 A standard contract where –
- (a) The landlord is a member of the armed forces,
 - (b) The landlord has received notice to leave service accommodation, and
 - (c) The landlord intends to occupy the dwelling as their main home.’.

Atodlen 1, tudalen 11, ar ôl llinell 9, mewnosoder –

‘Properties owned by armed forces personnel

- 9 A standard contract where –
- (a) The landlord is a member of the armed forces,
 - (b) The landlord has received notice to leave service accommodation, and
 - (c) The landlord intends to occupy the dwelling as their main home.’.



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Schedule 3, page 17, line 8, leave out 'FIXED TERM Standard contracts which can be terminated by giving notice UNDER SECTION 186' and insert ' FIXED TERM STANDARD CONTRACTS TO WHICH LIMIT IN SECTION 186(2) (LANDLORD'S NOTICE DURING FIRST TWELVE MONTHS OF OCCUPATION) DOES NOT APPLY'.

Atodlen 3, tudalen 17, llinell 8, hepgorer 'CONTRACTAU SAFONOL CYFNOD PENODOL Y GELLIR EU TERFYNU DRWY ROI HYSBYSIAD O DAN ADRAN 186' a mewnosoder 'CONTRACTAU SAFONOL CYFNOD PENODOL NAD YW'R CYFYNGIAD YN ADRAN 186(2) (HYSBYSIAD Y LANDLORD YN YSTOD DEUDDEG MIS CYNTAF MEDDIANNAETH) YN GYMWYS IDDYNT'.

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Schedule 5, page 23, after line 30, insert –

'[] In section 257, after subsection (1) insert –

“() Sections 91 and 94 come into force on 1 April 2021.”.

Atodlen 5, tudalen 23, ar ôl llinell 30, mewnosoder –

'[] Yn adran 257, ar ôl is-adran (1) mewnosoder –

“() Daw adrannau 91 a 94 i rym ar 1 Ebrill 2021.”.

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Schedule 6, page 29, leave out lines 3 to 5 and insert –

'for "SECTIONS 175, 186(2) AND 196 (LANDLORD'S NOTICE DURING FIRST SIX MONTHS OF OCCUPATION)" substitute "SECTIONS 173(1A), 175 and 196 (WHEN LANDLORD'S NOTICE MAY BE GIVEN, AND RESTRICTION ON SEEKING POSSESSION IN FIRST TWELVE MONTHS OF OCCUPATION)".'.

Atodlen 6, tudalen 29, hepgorer llinellau 4 hyd at 7 a mewnosoder –

'yn lle "ADRANNAU 175, 186(2) A 196 (HYSBYSIAD Y LANDLORD YN YSTOD CHWE MIS CYNTAF MEDDIANNAETH)" rhodder "ADRANNAU 173(1A), 175 A 196 (PRYD Y CANIATEIR RHOI HYSBYSIAD Y LANDLORD, A CHYFYNGIAD AR GEISIO MEDDIANT YN YSTOD DEUDDEG MIS CYNTAF MEDDIANNAETH)".'.

