

RHESTR O WELLIANNAU WEDI'U DIDOLI MARSHALLED LIST OF AMENDMENTS

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

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.

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.

Caiff y Bil ei ystyried yn y drefn a ganlyn—

The Bill will be considered in the following order—

Sections 1 - 3	Adrannau 1 - 3
Schedule 1	Atodlen 1
Sections 4 - 6	Adrannau 4 - 6
Schedule 2	Atodlen 2
Sections 7 - 10	Adrannau 7 - 10
Schedule 3	Atodlen 3
Section 11	Adran 11
Schedule 4	Atodlen 4
Sections 12 - 14	Adrannau 12 - 14
Schedule 5	Atodlen 5
Sections 15 - 16	Adrannau 15 - 16
Schedule 6	Atodlen 6
Sections 17 - 18	Adrannau 17 - 18
Long title	Teitl hir



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 this amendment*].
- (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 this amendment*] 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 this amendment*] 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 this amendment*].
- (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 this amendment*].
- (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 y gwelliant hwn*].
- (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 y gwelliant hwn*] 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 y gwelliant hwn*] 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 y gwelliant hwn*].
 - (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 y gwelliant hwn*].
 - (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 asesedig 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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14

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

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

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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

17

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

18

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

19

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'.

Mark Isherwood

31

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

'Properties owned by armed forces personnel

- [] 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 –

'Eiddo y mae personél y lluoedd arfog yn berchen arno

- [] Contract safonol –
- (a) Pan fo'r landlord yn aelod o'r lluoedd arfog,
 - (b) Pan fo'r landlord wedi derbyn hysbysiad i adael llety'r lluoedd arfog, ac
 - (c) Pan fo'r landlord yn bwriadu meddiannu'r annedd fel ei brif gartref.'



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

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 gontract safonol cyfnodol: ni chaiff y dyddiad a bennir fod yn llai na deuddeg mis ar ôl y dyddiad meddiannu

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.”.

Delyth Jewell

26

Page 2, line 26, leave out section 4.

Tudalen 2, llinell 26, hepgorer adran 4.

Julie James

1

Section 5, page 2, line 35, leave out ‘in subsection (2), for “four months” substitute “18 months” and insert ‘omit subsections (2) and (3)‘.

Adran 5, tudalen 2, llinell 36, hepgorer ‘yn is-adran (2), yn lle “bedwar mis” rhodder “18 mis” a mewnosoder ‘hepgorer is-adrannau (2) a (3)‘.

Julie James

2

Section 7, page 4, line 31, leave out ‘14’ and insert ‘28‘.

Adran 7, tudalen 4, llinell 33, hepgorer ‘14’ a mewnosoder ‘28‘.

Julie James

3

Section 8, page 5, line 11, leave out ‘14’ and insert ‘28‘.

Adran 8, tudalen 5, llinell 12, hepgorer ‘14’ a mewnosoder ‘28‘.



Julie James

4

Section 8, page 5, line 15, leave out '14' and insert '28'.

Adran 8, tudalen 5, llinell 15, hepgorer '14' a mewnosoder '28'.

Julie James

5

Section 8, page 5, after line 20, insert –

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

Adran 8, tudalen 5, ar ôl llinell 20, mewnosoder –

- '() Yn adran 201 (terfynu contract o dan gymal terfynu'r landlord), yn is-adran (3), yn lle'r geiriau o “, cyn i'r contract ddod i ben” hyd at y diwedd rhodder “ –
- (a) yw'r landlord, cyn i'r contract ddod i ben, ac yn ystod y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad, yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, neu
 - (b) cyn i'r contract ddod i ben, ac ar ôl y cyfnod o 28 diwrnod sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad –
 - (i) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i ddeiliad y contract, a
 - (ii) nad yw deiliad y contract yn gwrthwynebu mewn ysgriflen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.”’.

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 meddiann

- (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

32

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’.

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 this amendment*].



- (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 this amendment*].
- (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 sy'n cael ei mewnosod gan y gwelliant hwn*].
- (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 sy'n cael ei mewnosod gan y gwelliant hwn*].
- (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 proffi neu eu proffi.
- (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 emosynol 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.”.

Mark Isherwood

30

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.”.

Julie James

6

Schedule 5, page 23, after line 25, insert –

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

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

Atodlen 5, tudalen 23, ar ôl llinell 25, mewnosoder –



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

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

Julie James

7

Schedule 5, page 23, after line 25, insert –

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

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

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

- (1) The Welsh Ministers may by regulations amend this Act for the purpose of –
- (a) providing that certain provisions do not apply in relation to a tenancy or licence to which subsection (2) applies;
 - (b) making new provision which only applies to a tenancy or licence to which subsection (2) applies;
 - (c) making provision in relation to the end of the term of a long tenancy (within the meaning of paragraph 8 of Schedule 2).
- (2) This subsection applies to any tenancy or licence which would, but for section 239, have been a tenancy or licence of the kind listed in subsection (1) of that section, or would have been treated as a tenancy or licence of that kind.
- (3) Regulations under this section may make provision about tenancies or licences which are not, and cannot be, occupation contracts."
- (2) In section 256 (regulations), in subsection (4), after paragraph (g) insert –

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

Atodlen 5, tudalen 23, ar ôl llinell 25, mewnosoder –

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

- [] (1) Ar ôl adran 239 (diddymu tenantiaethau sicr, tenantiaethau diogel a thenantiaethau eraill) mewnosoder –

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



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

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

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

Mark Isherwood

33

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.”.

Julie James

8

Schedule 6, page 26, after line 17, insert—

‘[] In section 147 (overview of Part 9), in table 1, in the right hand column of the entry for Chapter 1, for “section 161” substitute “section 160”.’.

Atodlen 6, tudalen 26, ar ôl llinell 18, mewnosoder—

‘[] Yn adran 147 (trosolwg o Ran 9), yn nhabl 1, yng ngholofn dde y cofnod ar gyfer Pennod 1, yn lle “adran 161” rhodder “adran 160”.’.



Julie James

9

Schedule 6, page 26, after line 28, insert –

[] In section 181 (serious rent arrears), in subsection (1), for “in serious rent arrears” substitute “seriously in arrears with his or her rent”.

Atodlen 6, tudalen 26, ar ôl llinell 31, mewnosoder –

[] Yn adran 181 (ôl-ddyledion rhent difrifol), yn y testun Seasneg, yn is-adran (1), yn lle “in serious rent arrears” rhodder “seriously in arrears with his or her rent”.

Julie James

10

Schedule 6, page 28, line 6, after ‘(notes)’, insert –

–

- (i) for “122(1)(a)” substitute “122(1)(b)”, and
- (ii) ‘.

Atodlen 6, tudalen 28, llinell 6, ar ôl ‘(nodiadau)’, mewnosoder –

–

- (i) yn lle “122(1)(a)” rhodder “122(1)(b)”, a
- (ii) ‘.

Mark Isherwood

34

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)”.

Julie James

11

Schedule 6, page 31, line 30, leave out ‘references in subsections (1) and (2) (and the heading) to “18 months” were references’ and insert ‘reference in subsection (1) (and the heading) to “18 months” were a reference’.

Atodlen 6, tudalen 31, llinell 35, hepgorer ‘cyfeiriadau yn is-adrannau (1) a (2) at “18 mis” yn gyfeiriadau’ a mewnosoder ‘cyfeiriad yn is-adran (1) at “18 mis” yn gyfeiriad’.

