



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

2019 dccc 2

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

2019 anaw 2



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

2019 dccc 2

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2019 anaw 2

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

Deddf Cynulliad Cenedlaethol Cymru sy'n gwahardd personau rhag ei gwneud yn ofynnol i daliadau penodol gael eu gwneud neu i gamau penodol eraill gael eu cymryd yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu yn unol â theler mewn contract meddiannaeth safonol; i wneud darpariaeth ynghylch blaendaliadau cadw ac mewn perthynas â gofynion i roi cyhoeddusrwydd i ffioedd penodol a godir gan asiantiaid gosod eiddo; ac at ddibenion cysylltiedig. [15 Mai 2019]

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

## RHAN 1

### TROSOLWG

#### 1 Trosolwg o'r Ddeddf

- (1) Mae'r adran hon yn rhoi trosolwg o brif ddarpariaethau'r Ddeddf hon.
- (2) Mae Rhan 2 yn ei gwneud yn drosedd i landlord neu asiant gosod eiddo ei gwneud yn ofynnol i daliadau penodol gael eu gwneud, neu i gamau penodol eraill gael eu cymryd yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu yn unol â theler mewn contract meddiannaeth safonol.
- (3) Mae Rhan 3 yn gwneud darpariaeth ynghylch ad-dalu blaendaliadau cadw (fel y'u diffinnir yn Atodlen 1).
- (4) Mae Rhan 4 yn gwneud darpariaeth ynghylch gorfodaeth, gan gynnwys darpariaeth ynghylch pwerau i wneud gwybodaeth yn ofynnol, a chosbau penodedig.
- (5) Mae Rhan 5 yn gwneud darpariaeth ar gyfer adennill taliadau a waherddir gan y Ddeddf hon, a blaendaliadau cadw a gedwir yn ôl yn groes i'r Ddeddf hon.





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

An Act of the National Assembly for Wales prohibiting persons from requiring certain payments to be made or certain other steps to be taken in consideration of the grant, renewal or continuance of a standard occupation contract, or pursuant to a term of a standard occupation contract; to make provision about holding deposits and in relation to requirements to publicise certain fees charged by letting agents; and for connected purposes. [15 May 2019]

**Having been passed by the National Assembly for Wales and having received the assent of Her Majesty, it is enacted as follows:**

## PART 1

### OVERVIEW

#### 1 Overview of Act

- (1) This section gives an overview of the main provisions of this Act.
- (2) Part 2 makes it an offence for a landlord or letting agent to require certain payments to be made or certain other steps to be taken in consideration of the grant, renewal or continuance of a standard occupation contract, or pursuant to a term of a standard occupation contract.
- (3) Part 3 makes provision about the repayment of holding deposits (as defined in Schedule 1).
- (4) Part 4 makes provision about enforcement, including provision about powers to require information, and fixed penalties.
- (5) Part 5 makes provision for the recovery of payments prohibited by this Act, and of holding deposits withheld contrary to this Act.

- (6) Mae Rhan 6 yn rhoi pŵer i Weinidogion Cymru wneud darpariaeth drwy reoliadau mewn perthynas â rhoi cyhoeddusrwydd i ffioedd penodol a godir gan asiantiaid gosod eiddo.
- (7) Mae Rhan 7 yn gwneud darpariaeth gyffredinol, gan gynnwys darpariaeth ynghylch y gofynion gweithdrefnol ar gyfer gwneud rheoliadau, ac ynghylch cymhwyso i'r Goron.

## RHAN 2

### GWAHARDD TALIADAU PENODOL ETC.

#### 2 Gwaharddiadau sy'n gymwys i landlordiaid

- (1) Mae'n drosedd i landlord ei gwneud yn ofynnol i daliad gwaharddedig gael ei wneud i'r landlord, neu i unrhyw berson arall—
  - (a) yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu
  - (b) yn unol â theler mewn contract meddiannaeth safonol sy'n honni ei bod yn ofynnol i'r taliad gael ei wneud.
- (2) Mae'n drosedd i landlord ei gwneud yn ofynnol i berson ymrwymo i gontract am wasanaethau gyda'r landlord, neu gydag unrhyw berson arall—
  - (a) yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu
  - (b) yn unol â theler mewn contract meddiannaeth safonol sy'n honni ei bod yn ofynnol ymrwymo i'r contract am wasanaethau.
- (3) Ond nid yw is-adran (2) yn gymwys os yw'r contract am wasanaethau o dan sylw yn darparu i wasanaethau gael eu darparu gan berson y mae'r contract meddiannaeth safonol yn rhoi'r hawl iddo feddiannu annedd, neu y byddai'n rhoi'r hawl iddo feddiannu annedd (pa un a yw'r contract am wasanaethau hefyd yn darparu i unrhyw berson arall ddarparu gwasanaethau ai peidio).
- (4) Mae'n drosedd i landlord ei gwneud yn ofynnol bod benthyciad yn cael ei roi i'r landlord, neu i unrhyw berson arall—
  - (a) yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu
  - (b) yn unol â theler mewn contract meddiannaeth safonol sy'n honni ei bod yn ofynnol i'r benthyciad gael ei roi.
- (5) Mae person sy'n euog o drosedd o dan yr adran hon yn agored ar euogfarn ddiannod i ddirwy.
- (6) Caiff y llys sy'n euogfarnu person ("y troseddwr") o drosedd o dan is-adran (1) orchymyn i'r troseddwr dalu swm y taliad o dan sylw neu (mewn achos pan fo rhan o'r taliad wedi ei had-dalu) y swm sy'n weddill o'r taliad i'r person a'i talodd.

#### 3 Gwaharddiadau sy'n gymwys i asiantiaid gosod eiddo

- (1) Mae'n drosedd i asiant gosod eiddo ei gwneud yn ofynnol i daliad gwaharddedig gael ei wneud i'r asiant gosod eiddo, neu i unrhyw berson arall—

- (6) Part 6 gives the Welsh Ministers a power to make provision by regulations in relation to publicising certain fees charged by letting agents.
- (7) Part 7 makes general provision, including provision about the procedural requirements for making regulations, and about Crown application.

## **PART 2**

### PROHIBITION OF CERTAIN PAYMENTS ETC.

#### **2 Prohibitions applying to landlords**

- (1) It is an offence for a landlord to require a prohibited payment to be made to the landlord, or any other person—
  - (a) in consideration of the grant, renewal or continuance of a standard occupation contract, or
  - (b) pursuant to a term of a standard occupation contract which purports to require the payment to be made.
- (2) It is an offence for a landlord to require a person to enter into a contract for services with the landlord, or any other person—
  - (a) in consideration of the grant, renewal or continuance of a standard occupation contract, or
  - (b) pursuant to a term of a standard occupation contract which purports to require entry into the contract for services.
- (3) But subsection (2) does not apply if the contract for services concerned provides for services to be provided by a person upon whom the standard occupation contract confers, or would confer, the right to occupy a dwelling (whether or not the contract for services also provides for any other person to provide services).
- (4) It is an offence for a landlord to require the grant of a loan to the landlord, or any other person—
  - (a) in consideration of the grant, renewal or continuance of a standard occupation contract, or
  - (b) pursuant to a term of a standard occupation contract which purports to require the loan to be granted.
- (5) A person guilty of an offence under this section is liable on summary conviction to a fine.
- (6) The court by which a person (“the offender”) is convicted of an offence under subsection (1) may order the offender to pay the amount of the payment concerned or (in a case where part of the payment has been repaid) the outstanding amount of the payment to the person by whom it was paid.

#### **3 Prohibitions applying to letting agents**

- (1) It is an offence for a letting agent to require a prohibited payment to be made to the letting agent, or any other person—

- (a) yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu am drefnu i barhau â chontract o'r fath, neu
  - (b) yn unol â theler mewn contract meddiannaeth safonol sy'n honni ei bod yn ofynnol i'r taliad gael ei wneud.
- (2) Mae'n drosedd i asiant gosod eiddo ei gwneud yn ofynnol i berson ymrwymo i gontract am wasanaethau gyda'r asiant gosod eiddo, neu gydag unrhyw berson arall –
- (a) yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu am drefnu i barhau â chontract o'r fath, neu
  - (b) yn unol â theler mewn contract meddiannaeth safonol sy'n honni ei bod yn ofynnol ymrwymo i'r contract am wasanaethau.
- (3) Ond nid yw is-adran (2) yn gymwys os yw'r contract am wasanaethau o dan sylw yn gontract rhwng landlord ac asiant gosod eiddo yn unig, mewn cysylltiad â gwaith gosod neu waith rheoli eiddo y mae'r asiant i ymgymryd ag ef ar ran y landlord.
- (4) Mae'n drosedd i asiant gosod eiddo ei gwneud yn ofynnol bod benthyciad yn cael ei roi i'r asiant gosod eiddo, neu i unrhyw berson arall –
- (a) yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu am drefnu i barhau â chontract o'r fath, neu
  - (b) yn unol â theler mewn contract meddiannaeth safonol sy'n honni ei bod yn ofynnol i'r benthyciad gael ei roi.
- (5) Mae person sy'n euog o drosedd o dan yr adran hon yn agored ar euogfarn ddiannod i ddirwy.
- (6) Caiff y llys sy'n euogfarnu person ("y troseddwr") o drosedd o dan is-adran (1) orchymyn i'r troseddwr dalu swm y taliad o dan sylw neu (mewn achos pan fo rhan o'r taliad wedi ei had-dalu) y swm sy'n weddill o'r taliad i'r person a'i talodd.

#### **4 Taliadau gwaharddedig a thaliadau a ganiateir**

- (1) Mae unrhyw daliad o arian yn daliad gwaharddedig oni bai –
- (a) ei fod yn daladwy gan landlord i asiant gosod eiddo mewn cysylltiad â gwaith gosod neu waith rheoli eiddo y mae'r asiant yn ymgymryd ag ef ar ran y landlord, neu
  - (b) ei fod yn daliad a ganiateir yn rhinwedd Atodlen 1.
- (2) Mae'r Atodlen honno yn gwneud darpariaeth ynghylch –
- (a) rhent;
  - (b) blaendaliadau sicrwydd;
  - (c) blaendaliadau cadw;
  - (d) diffygdaliadau;
  - (e) taliadau mewn cysylltiad â'r dreth gyngor;
  - (f) taliadau mewn cysylltiad â chyfleustodau;
  - (g) taliadau mewn cysylltiad â thrwydded deledu;
  - (h) taliadau mewn cysylltiad â gwasanaethau cyfathrebu.

- (a) in consideration of arranging the grant, renewal or continuance of a standard occupation contract, or
  - (b) pursuant to a term of a standard occupation contract which purports to require the payment to be made.
- (2) It is an offence for a letting agent to require a person to enter into a contract for services with the letting agent, or any other person—
- (a) in consideration of arranging the grant, renewal or continuance of a standard occupation contract, or
  - (b) pursuant to a term of a standard occupation contract which purports to require entry into the contract for services.
- (3) But subsection (2) does not apply if the contract for services concerned is a contract between a landlord and a letting agent only, in respect of lettings work or property management work to be carried out by the agent on the landlord's behalf.
- (4) It is an offence for a letting agent to require the grant of a loan to the letting agent, or any other person—
- (a) in consideration of arranging the grant, renewal or continuance of a standard occupation contract, or
  - (b) pursuant to a term of a standard occupation contract which purports to require the loan to be made.
- (5) A person guilty of an offence under this section is liable on summary conviction to a fine.
- (6) The court by which a person ("the offender") is convicted of an offence under subsection (1) may order the offender to pay the amount of the payment concerned or (in a case where part of the payment has been repaid) the outstanding amount of the payment to the person by whom it was paid.

#### **4 Prohibited and permitted payments**

- (1) Any payment of money is a prohibited payment unless—
- (a) it is payable by a landlord to a letting agent in respect of lettings work or property management work carried out by the agent on behalf of the landlord, or
  - (b) it is a permitted payment by virtue of Schedule 1.
- (2) That Schedule makes provision about—
- (a) rent;
  - (b) security deposits;
  - (c) holding deposits;
  - (d) payments in default;
  - (e) payments in respect of council tax;
  - (f) payments in respect of utilities;
  - (g) payments in respect of a television licence;
  - (h) payments in respect of communication services.

**5 Telerau contract nad ydynt yn rhwymo**

- (1) Nid yw teler mewn contract meddiannaeth safonol yn rhwymo deiliad contract i'r graddau y byddai (oni bai am yr adran hon) yn ei gwneud yn ofynnol i daliad gwaharddedig gael ei wneud, neu i ymrwymo i gontract am wasanaethau, neu i fenthyciad gael ei wneud, fel a ddisgrifir yn adran 2 neu 3.
- (2) Ond mae'r contract yn parhau, i'r graddau y bo hynny'n ymarferol, i gael effaith ym mhob cyswllt arall.

**6 Cymhwyso adrannau 2 i 5 i ofynion a chontractau sydd eisoes yn bodoli**

Nid yw adrannau 2 i 5 yn gymwys mewn cysylltiad ag—

- (a) gofyniad a osodir cyn i'r Rhan hon ddod i rym;
- (b) gofyniad sy'n ffurfio rhan o gontract meddiannaeth safonol yr ymrwymir iddo cyn i'r Rhan hon ddod i rym.

**7 Pŵer i ddiwygio'r diffiniad o "taliad a ganiateir"**

- (1) Caiff rheoliadau ddiwygio'r Ddeddf hon at ddibenion ychwanegu, addasu neu ddileu cyfeiriad yn Atodlen 1 at gategori o daliad.
- (2) Ond nid yw'r pŵer yn is-adran (1) yn estyn i ddileu talu rhent o'r categorïau o daliad sy'n daliadau a ganiateir o dan y Ddeddf hon.

**8 Ystyr "asiant gosod eiddo", "gwaith gosod" a "gwaith rheoli eiddo"**

At ddibenion y Rhan hon a Rhannau 3 i 5—

ystyr "asiant gosod eiddo" (*"letting agent"*) yw person sy'n ymgymryd â gwaith gosod neu waith rheoli eiddo (pa un a yw'r person hwnnw'n ymgymryd â gwaith arall ai peidio);

mae i "gwaith gosod" (*"lettings work"*) a "gwaith rheoli eiddo" (*"property management work"*) yr un ystyron ag yn Rhan 1 o Ddeddf Tai (Cymru) 2014 (dccc 7) (gweler adrannau 10 a 12 o'r Rhan honno).

**RHAN 3****TRIN BLAENDALIADAU CADW****9 Trin blaendaliadau cadw**

- (1) Mae taliad sy'n daliad a ganiateir yn rhinwedd paragraff 3 o Atodlen 1 (sy'n caniatáu talu blaendaliadau cadw) i'w drin fel pe bai wedi ei wneud yn unol â'r telerau a nodir yn Atodlen 2.
- (2) Nid yw is-adran (1) yn gymwys mewn perthynas â thaliad a wneir cyn i Atodlen 2 ddod i rym.

**5 Non-binding contract terms**

- (1) A term of a standard occupation contract is not binding on a contract-holder to the extent that (but for this section) it would require a prohibited payment to be made, or a contract for services to be entered into, or a loan to be made, as described in section 2 or 3.
- (2) But the contract continues, so far as practicable, to have effect in every other respect.

**6 Application of sections 2 to 5 to pre-existing requirements and contracts**

Sections 2 to 5 do not apply in respect of—

- (a) a requirement imposed before the coming into force of this Part;
- (b) a requirement forming part of a standard occupation contract entered into before the coming into force of this Part.

**7 Power to amend definition of “permitted payment”**

- (1) Regulations may amend this Act for the purposes of adding, modifying or removing a reference in Schedule 1 to a category of payment.
- (2) But the power in subsection (1) does not extend to removing the payment of rent from the categories of payment that are permitted payments under this Act.

**8 Meaning of “letting agent”, “lettings work” and “property management work”**

For the purposes of this Part and Parts 3 to 5—

“letting agent” (*“asiant gosod eiddo”*) means a person who carries out lettings work or property management work (whether or not the person carries out other work);  
“lettings work” (*“gwaith gosod”*) and “property management work” (*“gwaith rheoli eiddo”*) have the same meaning as in Part 1 of the Housing (Wales) Act 2014 (anaw 7) (see sections 10 and 12 of that Part).

**PART 3**

**TREATMENT OF HOLDING DEPOSITS**

**9 Treatment of holding deposits**

- (1) A payment that is a permitted payment by virtue of paragraph 3 of Schedule 1 (which permits the payment of holding deposits) is to be treated as having been made on the terms set out in Schedule 2.
- (2) Subsection (1) does not apply in relation to a payment made before the coming into force of Schedule 2.

**RHAN 4****GORFODAETH**

*Pwerau awdurdod gorfodi i wneud gwybodaeth etc. yn ofynnol*

**10 Pŵer i wneud dogfennau neu wybodaeth yn ofynnol**

- (1) Caiff swyddog awdurdodedig awdurdod gorfodi arfer y pwerau a roddir gan is-adrannau (2) a (3) mewn perthynas â dogfennau neu wybodaeth sy'n rhesymol ofynnol gan yr awdurdod at ddiben ymchwilio i ba un a gyflawnwyd unrhyw drosedd o dan y Ddeddf hon mewn cysylltiad ag annedd sydd wedi ei lleoli yn ardal yr awdurdod gorfodi.
- (2) Caiff swyddog awdurdodedig roi hysbysiad i berson o fewn is-adran (4) sy'n ei gwneud yn ofynnol i'r person hwnnw gyflwyno, ar amser, mewn lleoliad, ac i berson a bennir yn yr hysbysiad, unrhyw ddogfennau –
  - (a) a bennir neu a ddisgrifir yn yr hysbysiad, neu sydd o fewn categori o ddogfen a bennir neu a ddisgrifir yn yr hysbysiad, a
  - (b) sydd yng ngwarchodaeth y person neu o dan reolaeth y person.
- (3) Caiff swyddog awdurdodedig roi hysbysiad i berson o fewn is-adran (4) sy'n ei gwneud yn ofynnol i'r person hwnnw ddarparu, ar ffurf ac mewn modd a bennir yn yr hysbysiad, ac ar amser, mewn lle ac i berson a bennir yn yr hysbysiad, unrhyw wybodaeth –
  - (a) a bennir neu a ddisgrifir yn yr hysbysiad, neu sydd o fewn categori o wybodaeth a bennir yn yr hysbysiad, a
  - (b) sy'n hysbys i'r person.
- (4) Y personau o fewn yr adran hon yw –
  - (a) person sy'n landlord o dan gontract meddiannaeth safonol neu sydd wedi bod yn landlord o dan gontract o'r fath;
  - (b) person sy'n ddeiliad contract o dan gontract meddiannaeth safonol, neu sydd wedi bod yn ddeiliad contract o dan gontract o'r fath;
  - (c) person sy'n asiant gosod eiddo neu sydd wedi bod yn asiant o'r fath.
- (5) Rhaid i hysbysiad o dan is-adran (2) neu (3) gynnwys gwybodaeth ynghylch canlyniadau posibl peidio â chydymffurfio â'r hysbysiad.
- (6) Caiff person y cyflwynir unrhyw ddogfen iddo yn unol â hysbysiad o dan is-adran (2) neu (3) wneud copi o'r ddogfen.
- (7) Ni chaniateir ei gwneud yn ofynnol o dan yr adran hon i unrhyw berson gyflwyno unrhyw ddogfen neu ddarparu unrhyw wybodaeth y byddai gan y person hawl i wrthod ei chyflwyno neu ei darparu, mewn achos yn yr Uchel Lys, ar sail braint broffesiynol gyfreithiol.



## **PART 4**

### **ENFORCEMENT**

*Enforcement authority powers to require information etc.*

#### **10 Power to require documents or information**

- (1) An authorised officer of an enforcement authority may exercise the powers conferred by subsections (2) and (3) in relation to documents or information reasonably required by the authority for the purpose of investigating whether any offence under this Act has been committed in respect of a dwelling located in the enforcement authority's area.
- (2) An authorised officer may give a notice to a person within subsection (4) requiring that person to produce, at a time and place, and to a person, specified in the notice, any documents which—
  - (a) are specified or described in the notice, or fall within a category of document specified or described in the notice, and
  - (b) are in the person's custody or under the person's control.
- (3) An authorised officer may give a notice to a person within subsection (4) requiring that person to provide, in a form and manner specified in the notice, and at a time and place and to a person specified in the notice, any information which—
  - (a) is specified or described in the notice, or falls within a category of information which is specified in the notice, and
  - (b) is known to the person.
- (4) The persons within this section are—
  - (a) a person who is or has been a landlord under a standard occupation contract;
  - (b) a person who is or has been a contract-holder under a standard occupation contract;
  - (c) a person who is or has been a letting agent.
- (5) A notice under subsection (2) or (3) must include information about the possible consequences of not complying with the notice.
- (6) A person to whom any document is produced in accordance with a notice under subsection (2) or (3) may copy the document.
- (7) No person may be required under this section to produce any document or provide any information which the person would be entitled to refuse to produce or provide, in proceedings in the High Court, on grounds of legal professional privilege.

- (8) Yn yr adran hon, mae “dogfen” yn cynnwys gwybodaeth sydd wedi ei chofnodi ar ffurfiau nad ydynt yn ffurfiau darllenadwy, ac mewn perthynas â gwybodaeth a gofnodir felly, mae unrhyw gyfeiriad at gyflwyno dogfen yn gyfeiriad at gyflwyno copi o’r wybodaeth ar ffurf ddarllenadwy.

**11 Trosedd o fethu â chydymffurfio â hysbysiad o dan adran 10**

- (1) Mae’n drosedd i berson fethu â gwneud unrhyw beth y mae’n ofynnol i’r person ei wneud gan hysbysiad o dan adran 10.
- (2) Mewn achos yn erbyn person am drosedd o dan is-adran (1) mae’n amddiffyniad bod gan y person esgus rhesymol dros fethu â chydymffurfio â’r hysbysiad.
- (3) Mae person sy’n cyflawni trosedd o dan is-adran (1) yn agored ar euogfarn ddiannod i ddirwy nad yw’n fwy na lefel 4 ar y raddfa safonol.
- (4) Mae’n drosedd i berson fynd ati’n fwriadol i newid, i atal neu i ddinistrio unrhyw ddogfen yr oedd yn ofynnol i’r person ei chyflwyno gan hysbysiad o dan adran 10.
- (5) Mae person sy’n cyflawni trosedd o dan is-adran (4) yn agored ar euogfarn ddiannod i ddirwy.
- (6) Yn yr adran hon, mae “dogfen” yn cynnwys gwybodaeth a gofnodir ar ffurfiau nad ydynt yn ffurfiau darllenadwy ac mewn perthynas â gwybodaeth a gofnodir felly –
- (a) mae’r cyfeiriad yn is-adran (4) at gyflwyno dogfen yn gyfeiriad at gyflwyno copi o’r wybodaeth ar ffurf ddarllenadwy, a
- (b) mae’r cyfeiriad yn yr is-adran honno at atal dogfen yn cynnwys cyfeiriad at ddinistrio’r modd o atgynhyrchu’r wybodaeth.

**12 Trosedd o ddarparu gwybodaeth anwir neu gamarweiniol mewn perthynas â hysbysiad o dan adran 10**

- (1) Mae’n drosedd i berson y rhoddir hysbysiad iddo o dan adran 10, gan honni cydymffurfio â’r hysbysiad, ddarparu gwybodaeth sy’n anwir neu’n gamarweiniol, os yw’r person –
- (a) yn gwybod bod yr wybodaeth a ddarperir yn anwir neu’n gamarweiniol, neu
- (b) yn ddi-hid ynghylch pa un a yw’n anwir neu’n gamarweiniol.
- (2) Mae’n drosedd i berson ddarparu gwybodaeth sy’n anwir neu’n gamarweiniol, os yw’r person –
- (a) yn gwybod bod yr wybodaeth yn anwir neu’n gamarweiniol, neu’n ddi-hid ynghylch pa un a yw’n anwir neu’n gamarweiniol, a
- (b) yn gwybod bod yr wybodaeth i’w defnyddio at ddiben darparu gwybodaeth gan honni cydymffurfio â gofynion hysbysiad a roddir i berson arall o dan adran 10.
- (3) Mae person sy’n cyflawni trosedd o dan is-adran (1) neu (2) yn agored ar euogfarn ddiannod i ddirwy.
- (4) Yn yr adran hon, ystyr “anwir neu gamarweiniol” yw’n anwir neu’n gamarweiniol mewn unrhyw fater perthnasol.

- (8) In this section, “document” includes information recorded otherwise than in legible form, and in relation to information so recorded, any reference to the production of a document is a reference to the production of a copy of the information in legible form.

**11 Offence of failing to comply with a notice under section 10**

- (1) It is an offence for a person to fail to do anything required of the person by a notice under section 10.
- (2) In proceedings against a person for an offence under subsection (1) it is a defence that the person had a reasonable excuse for failing to comply with the notice.
- (3) A person who commits an offence under subsection (1) is liable on summary conviction to a fine not exceeding level 4 on the standard scale.
- (4) It is an offence for a person to intentionally alter, suppress or destroy any document which the person has been required to produce by a notice under section 10.
- (5) A person who commits an offence under subsection (4) is liable on summary conviction to a fine.
- (6) In this section “document” includes information recorded otherwise than in legible form, and in relation to information so recorded –
- (a) the reference in subsection (4) to the production of a document is a reference to the production of a copy of the information in legible form, and
  - (b) the reference in that subsection to suppressing a document includes a reference to destroying the means of reproducing the information.

**12 Offence of providing false or misleading information in relation to a notice under section 10**

- (1) It is an offence for a person given a notice under section 10, in purported compliance with the notice, to supply information that is false or misleading, if the person –
- (a) knows that the information supplied is false or misleading, or
  - (b) is reckless as to whether it is false or misleading.
- (2) It is an offence for a person to supply information that is false or misleading, if the person –
- (a) knows that the information is false or misleading, or is reckless as to whether it is false or misleading, and
  - (b) knows that the information is to be used for the purpose of supplying information in purported compliance with the requirements of a notice given to another person under section 10.
- (3) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (4) In this section, “false or misleading” means false or misleading in a material respect.

*Hysbysiadau cosb benodedig***13 Hysbysiadau cosb benodedig**

- (1) Pan fo gan swyddog awdurdodedig awdurdod gorfodi reswm i gredu bod person wedi cyflawni trosedd o dan adran 2 neu 3 yn ardal yr awdurdod, caiff y swyddog roi hysbysiad cosb benodedig i'r person hwnnw mewn cysylltiad â'r drosedd.
- (2) Hysbysiad cosb benodedig, at ddibenion is-adran (1), yw hysbysiad sy'n cynnig y cyfle i berson ryddhau unrhyw atebolrwydd i gael euogfarn am y drosedd y mae'r hysbysiad yn ymwneud ag ef drwy dalu cosb o £1000.
- (3) Caiff Gweinidogion Cymru drwy reoliadau roi swm gwahanol yn lle'r swm a bennir am y tro yn is-adran (2).
- (4) Mae hysbysiad cosb benodedig a roddir o dan yr adran hon i'w drin fel pe bai wedi ei roi o dan adran 29 o Ddeddf Tai (Cymru) 2014 (dccc 7) at ddibenion is-adrannau (2), (3) a (6) i (8) o'r adran honno (darpariaeth ynghylch sut y rhoddir hysbysiadau cosb benodedig) ac at y diben hwn mae'r cyfeiriad at "yr awdurdod trwyddedu" yn is-adran (8)(a) o'r adran honno i'w drin fel pe bai'n gyfeiriad at yr awdurdod gorfodi o dan sylw.
- (5) Ni chaniateir i dderbyniadau cosb benodedig a geir gan awdurdod gorfodi yn rhinwedd yr adran hon gael eu defnyddio heblaw at ddiben swyddogaethau'r awdurdod sy'n ymwneud â gorfodi darpariaethau'r Ddeddf hon.

*Hysbysiad am euogfarn i awdurdod trwyddedu***14 Dyletswydd awdurdod tai lleol i hysbysu awdurdod trwyddedu am euogfarn**

- (1) Cyn gynted ag y bo'n rhesymol ymarferol ar ôl dod yn ymwybodol bod person wedi ei euogfarnu am drosedd o dan y Ddeddf hon mewn cysylltiad ag annedd yn ei ardal, rhaid i awdurdod tai lleol gydymffurfio ag is-adran (2).
- (2) Rhaid i'r awdurdod roi hysbysiad am yr euogfarn i'r awdurdod trwyddedu a ddynodir o dan adran 3 o Ran 1 o Ddeddf Tai (Cymru) 2014 (dccc 7), neu, os oes mwy nag un awdurdod trwyddedu wedi ei ddynodi felly, i bob un o'r awdurdodau hynny.
- (3) Nid yw'r adran hon yn ei gwneud yn ofynnol i awdurdod tai lleol roi hysbysiad am euogfarn i awdurdod trwyddedu os cafodd yr achos a arweiniodd at yr euogfarn ei ddwyn gan yr awdurdod trwyddedu o dan adran 19.

*Canllawiau***15 Dyletswydd i roi sylw i ganllawiau**

Wrth arfer ei swyddogaethau o dan y Rhan hon rhaid i awdurdod gorfodi roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru.

*Fixed penalty notices*

**13 Fixed penalty notices**

- (1) Where an authorised officer of an enforcement authority has reason to believe that a person has committed an offence under section 2 or 3 in the authority's area, the officer may give that person a fixed penalty notice in respect of the offence.
- (2) A fixed penalty notice, for the purposes of subsection (1), is a notice offering a person the opportunity to discharge any liability to conviction for the offence to which the notice relates by paying a penalty of £1000.
- (3) The Welsh Ministers may by regulations substitute a different amount for the amount for the time being specified in subsection (2).
- (4) A fixed penalty notice given under this section is to be treated as if it were given under section 29 of the Housing (Wales) Act 2014 (anaw 7) for the purposes of subsections (2), (3) and (6) to (8) of that section (provision about how fixed penalty notices are given), and for this purpose the reference in subsection (8)(a) of that section to "the licensing authority" is to be treated as being a reference to the enforcement authority in question.
- (5) Fixed penalty receipts received by an enforcement authority by virtue of this section may not be used otherwise than for the purpose of the authority's functions relating to the enforcement of the provisions of this Act.

*Notification of conviction to licensing authority*

**14 Duty of local housing authority to notify licensing authority of conviction**

- (1) As soon as reasonably practicable after becoming aware that a person has been convicted of an offence under this Act in respect of a dwelling in its area, a local housing authority must comply with subsection (2).
- (2) The authority must give notification of the conviction to the licensing authority designated under section 3 of Part 1 of the Housing (Wales) Act 2014 (anaw 7), or, if there is more than one licensing authority so designated, to each of those authorities.
- (3) This section does not require a local housing authority to give a licensing authority notification of a conviction if the proceedings which led to the conviction were brought by the licensing authority under section 19.

*Guidance*

**15 Duty to have regard to guidance**

In exercising its functions under this Part an enforcement authority must have regard to any guidance issued by the Welsh Ministers.

*Ystyr "swyddog awdurdodedig" yn y Rhan hon***16 Ystyr "swyddog awdurdodedig"**

Mae unrhyw gyfeiriad yn y Rhan hon at swyddog awdurdodedig awdurdod gorfodi yn gyfeiriad at berson (pa un a yw'n swyddog i'r awdurdod ai peidio) sydd wedi ei awdurdodi'n ysgrifenedig gan yr awdurdod at ddibenion y Rhan hon.

*Yr awdurdod gorfodi at ddibenion y Rhan hon*

**17 Awdurdodau gorfodi**

- (1) At ddibenion y Rhan hon, yr awdurdod gorfodi mewn perthynas ag ardal awdurdod tai lleol yw pob un o'r canlynol—
  - (a) yr awdurdod tai lleol ar gyfer yr ardal, a
  - (b) yr awdurdod trwyddedu ar gyfer yr ardal.
- (2) Ond ni chaiff awdurdod trwyddedu sydd, yn rhinwedd is-adran (1)(b), yn awdurdod gorfodi ar gyfer ardal awdurdod tai lleol, arfer unrhyw swyddogaeth awdurdod gorfodi mewn perthynas â'r ardal honno, na dwyn achos o dan adran 19 mewn perthynas â'r ardal honno, heb gael cydsyniad ysgrifenedig ymlaen llaw gan yr awdurdod tai lleol ar gyfer yr ardal.
- (3) Caniateir i gydsyniad o dan is-adran (2) gael ei roi yn gyffredinol neu mewn perthynas ag achosion penodol neu swyddogaethau penodol.
- (4) At ddibenion yr adran hon, ystyr "awdurdod trwyddedu" yw person sydd wedi ei ddynodi'n awdurdod trwyddedu o dan adran 3 o Ran 1 o Ddeddf Tai (Cymru) 2014.
- (5) Yn y Rhan hon, mae cyfeiriadau at ardal awdurdod gorfodi yn gyfeiriadau at yr ardal y mae'n awdurdod gorfodi ar ei chyfer, neu'r ardaloedd y mae'n awdurdod gorfodi ar eu cyfer, yn ôl y digwydd.

*Rhannu gwybodaeth a'r pŵer i ddwyn achos troseddol*

**18 Darparu a defnyddio gwybodaeth gan awdurdodau gorfodi**

- (1) Os yw awdurdod gorfodi yn gofyn am wybodaeth gan awdurdod gorfodi arall, rhaid i'r awdurdod arall hwnnw gydymffurfio â'r cais oni bai ei fod yn ystyried y byddai gwneud hynny yn anghydnaws ag arfer ei swyddogaethau (gan gynnwys swyddogaethau sy'n arferadwy ar wahân i fod o dan y Rhan hon).
- (2) Yr wybodaeth y gellir gofyn amdani gan awdurdod gorfodi o dan is-adran (1) yw gwybodaeth y mae'r awdurdod hwnnw wedi ei chael—
  - (a) o dan yr adran hon, a
  - (b) fel arall wrth arfer ei swyddogaethau o dan y Rhan hon.
- (3) Caiff awdurdod gorfodi ddefnyddio gwybodaeth o fewn is-adran (5)(a), (b) neu (c) at unrhyw ddiben sy'n gysylltiedig ag arfer swyddogaethau'r awdurdod o dan y Rhan hon.
- (4) Yn ogystal â hynny, caiff awdurdod gorfodi ddefnyddio gwybodaeth o fewn is-adran (5) (a) neu (b) at unrhyw ddiben sy'n gysylltiedig ag arfer unrhyw un neu ragor o'i swyddogaethau o dan Ran 1 o Ddeddf Tai (Cymru) 2014 (dccc 7) ("Deddf 2014").

*Meaning of “authorised officer” in this Part*

**16 Meaning of “authorised officer”**

Any reference in this Part to an authorised officer of an enforcement authority is a reference to a person (whether or not an officer of the authority) authorised in writing by the authority for the purposes of this Part.

*The enforcement authority for the purposes of this Part*

**17 Enforcement authorities**

- (1) For the purposes of this Part, each of the following is the enforcement authority in relation to the area of a local housing authority –
  - (a) the local housing authority for the area, and
  - (b) the licensing authority for the area.
- (2) But a licensing authority which, by virtue of subsection (1)(b), is the enforcement authority for the area of a local housing authority, may not exercise any function of an enforcement authority in relation to that area, nor bring proceedings under section 19 in relation to that area, without the prior written consent of the local housing authority for the area.
- (3) Consent under subsection (2) may be given generally or in relation to specific cases or functions.
- (4) For the purposes of this section, “licensing authority” means a person designated as a licensing authority under section 3 of Part 1 of the Housing (Wales) Act 2014 (anaw 7).
- (5) In this Part, references to the area of an enforcement authority are references to the area or, as the case may be, areas for which it is the enforcement authority.

*Information sharing and power to bring criminal proceedings*

**18 Supply and use of information by enforcement authorities**

- (1) If an enforcement authority requests information from another enforcement authority, that other authority must comply with the request unless it considers that doing so would be incompatible with the exercise of its functions (including functions exercisable otherwise than under this Part).
- (2) The information that may be requested of an enforcement authority under subsection (1) is information that has been obtained by that authority –
  - (a) under this section, or
  - (b) otherwise in the exercise of its functions under this Part.
- (3) An enforcement authority may use information within subsection (5)(a), (b) or (c) for any purpose connected to the exercise of the authority’s functions under this Part.
- (4) An enforcement authority may, in addition, use information within subsection (5)(a) or (b) for any purpose connected to the exercise of any of its functions under Part 1 of the Housing (Wales) Act 2014 (anaw 7) (“the 2014 Act”).

- (5) Yr wybodaeth yw honno –
- (a) sydd wedi ei darparu iddo gan awdurdod gorfodi arall o dan is-adran (1);
  - (b) y mae'r awdurdod gorfodi wedi ei chael fel arall wrth arfer ei swyddogaethau o dan y Rhan hon;
  - (c) y mae ganddo, yn rhinwedd adran 36 o Ddeddf 2014, ganiatâd i'w defnyddio at ddibenion sy'n gysylltiedig ag arfer ei swyddogaethau o dan Ran 1 o'r Ddeddf honno.
- (6) Nid yw adran 17(2) yn gymwys mewn perthynas â'r swyddogaethau a roddir i awdurdod gorfodi gan yr adran hon.

**19 Pŵer awdurdod trwyddedu i ddwyn achos troseddol**

Caiff awdurdod gorfodi sy'n awdurdod trwyddedu ddwyn achos troseddol mewn cysylltiad â throsedd yr honnir iddi gael ei chyflawni o dan y Ddeddf hon mewn cysylltiad ag annedd sydd wedi ei lleoli yn ei ardal (ond mae hyn yn ddarostyngedig i adran 17(2)).

*Cyfyngiadau ar derfynu gan landlord gontractau meddiannaeth safonol*

**20 Diwygio Deddf Rhentu Cartrefi (Cymru) 2016: cyfyngiadau ar derfynu contractau**

Mae Atodlen 3 yn diwygio Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) i wneud darpariaeth mewn cysylltiad â thaliadau gwaharddedig a blaendaliadau cadw a gedwir, ac yn gwneud diwygiadau cysylltiedig pellach.

*Canllawiau i awdurdod trwyddedu o dan Ran 1 o Ddeddf Tai (Cymru) 2014*

**21 Diwygio adran 41 o Ddeddf Tai (Cymru) 2014**

Yn adran 41 o Ddeddf Tai (Cymru) 2014 (canllawiau o dan Ran 1 o'r Ddeddf), ar ôl is-adran (2) mewnosoder –

- “(2A) Caiff canllawiau a roddir i awdurdod trwyddedu gynnwys (ymysg pethau eraill) ddarpariaeth ynghylch materion sydd i'w hystyried gan awdurdod trwyddedu wrth benderfynu a yw methiant i ad-dalu swm unrhyw daliad gwaharddedig neu flaendal cadw (o fewn ystyr Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) yn effeithio ar addasrwydd person i gael ei drwyddedu o dan y Rhan hon.”

**RHAN 5**

**ADENNILL SWM GAN DDEILIAD Y CONTRACT**

**22 Adennill taliad gwaharddedig neu flaendal cadw**

- (1) Caiff person (yr “hawlydd”) wneud cais i'r llys sirol i adennill swm –
- (a) unrhyw daliad gwaharddedig a wnaed gan yr hawlydd, neu ar ei ran, mewn cysylltiad â chontract meddiannaeth safonol;



- (5) The information is information –
- (a) that has been supplied to it by another enforcement authority under subsection (1);
  - (b) that has otherwise been obtained by the enforcement authority in the exercise of its functions under this Part;
  - (c) that, by virtue of section 36 of the 2014 Act, it is permitted to use for purposes connected to the exercise of its functions under Part 1 of that Act.
- (6) Section 17(2) does not apply in relation to the functions conferred on an enforcement authority by this section.

**19 Power of licensing authority to bring criminal proceedings**

An enforcement authority which is a licensing authority may bring criminal proceedings in respect of an offence alleged to have been committed under this Act in respect of a dwelling located in its area (but this is subject to section 17(2)).

*Restrictions on termination by landlord of standard occupation contracts*

**20 Amendment of Renting Homes (Wales) Act 2016: restrictions on terminating contracts**

Schedule 3 amends the Renting Homes (Wales) Act 2016 (anaw 1) to make provision in connection with prohibited payments and retained holding deposits, and makes further associated amendments.

*Guidance to a licensing authority under Part 1 of the Housing (Wales) Act 2014*

**21 Amendment to section 41 of Housing (Wales) Act 2014**

In section 41 of the Housing (Wales) Act 2014 (anaw 7) (guidance under Part 1 of Act), after subsection (2) insert –

“(2A) Guidance given to a licensing authority may (among other things) include provision about matters to be taken into account by a licensing authority in deciding whether a failure to repay the amount of any prohibited payment or holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) affects a person’s fitness to be licensed under this Part.”

**PART 5**

**RECOVERY OF AMOUNT BY CONTRACT-HOLDER**

**22 Recovery of a prohibited payment or holding deposit**

- (1) A person (the “claimant”) may apply to the county court for the recovery of the amount of –
- (a) any prohibited payment made by or on behalf of the claimant in respect of a standard occupation contract;

- (b) unrhyw flaendal cadw a dalwyd gan yr hawlydd, neu ar ei ran, mewn cysylltiad â chontract meddiannaeth safonol.
- (2) Caiff llys y gwneir cais iddo o dan is-adran (1)(a), os yw'r llys wedi ei fodloni y tu hwnt i amheuaeth resymol—
- (a) bod taliad gwaharddedig wedi ei wneud gan yr hawlydd, neu ar ei ran, a
- (b) bod y taliad cyfan hwnnw eto i'w dalu i'r hawlydd, neu fod rhan o'r taliad hwnnw eto i'w thalu iddo,
- orchymyn ad-dalu i'r hawlydd, yn unol â'r gorchymyn, swm y taliad neu (mewn achos pan fo rhan o'r taliad wedi ei had-dalu) y swm sy'n weddill o'r taliad.
- (3) Caiff llys y gwneir cais iddo o dan is-adran (1)(b), os yw'r llys wedi ei fodloni, yn ôl pwysau tebygolrwydd—
- (a) bod blaendal cadw wedi ei dalu gan yr hawlydd neu ar ei ran, a
- (b) y methwyd ag ad-dalu'r blaendal cadw cyfan, neu ran ohono, i'r hawlydd yn unol ag Atodlen 2,
- orchymyn ad-dalu i'r hawlydd, yn unol â'r gorchymyn, swm y blaendal cadw neu (mewn achos pan fo rhan o'r blaendal cadw wedi ei had-dalu) y swm sy'n weddill o'r blaendal cadw.
- (4) Ond nid yw is-adran (2) yn gymwys mewn perthynas â thaliad gwaharddedig os yw achos troseddol wedi ei gychwyn yn rhinwedd adran 2 neu 3 mewn cysylltiad â'r taliad hwnnw, oni bai bod yr achos hwnnw wedi ei derfynu.
- (5) Ni chaiff gorchymyn o dan is-adran (2) neu (3) wneud ad-dalu swm yn ofynnol, os yw'r swm hwnnw wedi ei roi tuag at dalu rhent, neu'r blaendal sicrwydd, o dan y contract meddiannaeth safonol o dan sylw.

## RHAN 6

### RHOI CYHOEDDUSRWYDD I FFIOEDD ASIANTIAID GOSOD EIDDO

#### 23 Rhoi cyhoeddusrwydd i ffioedd asiantiaid gosod eiddo

- (1) Caiff rheoliadau ddiwygio Pennod 3 o Ran 3 o Ddeddf Hawliau Defnyddwyr 2015 (c. 15) (dyletswydd i roi cyhoeddusrwydd i ffioedd etc.)—
- (a) i'w gwneud yn ofynnol i asiant gosod eiddo sicrhau bod unrhyw hysbysebwr ar-lein yn rhoi cyhoeddusrwydd i ffioedd perthnasol yr asiant, i'r graddau y mae'r ffioedd hynny'n ymwneud ag anhedd-dai yng Nghymru;
- (b) i ganiatáu i fwy nag un gosb gael ei gosod ar asiant gosod eiddo mewn perthynas â'r un achos o dorri dyletswydd yn y Bennod honno, i'r graddau y mae'r toriad yn ymwneud ag anhedd-dai yng Nghymru.
- (2) Yn yr adran hon—
- (a) ystyr "hysbysebwr ar-lein", mewn perthynas ag asiant gosod eiddo, yw person sy'n hysbysebu, ar y fewnrwyd, wasanaethau y mae'r asiant yn eu cynnig mewn perthynas ag anhedd-dai yng Nghymru;

- (b) any holding deposit paid by or on behalf of the claimant in respect of a standard occupation contract.
- (2) A court to which an application under subsection (1)(a) is made may, if the court is satisfied beyond reasonable doubt that—
- (a) a prohibited payment has been made by or on behalf of the claimant, and
  - (b) all or part of that payment has yet to be repaid to the claimant,
- order the repayment to the claimant, in accordance with the order, of the amount of the payment or (in a case where part of the payment has been repaid) of the outstanding amount of the payment.
- (3) A court to which an application under subsection (1)(b) is made may, if the court is satisfied, on the balance of probabilities, that—
- (a) a holding deposit has been paid by or on behalf of the claimant, and
  - (b) there has been a failure to repay all or part of the holding deposit to the claimant in accordance with Schedule 2,
- order the repayment to the claimant, in accordance with the order, of the amount of the holding deposit or (in a case where part of the holding deposit has been repaid) of the outstanding amount of the holding deposit.
- (4) But subsection (2) does not apply in relation to a prohibited payment if criminal proceedings have been commenced by virtue of section 2 or 3 in respect of that payment, unless those proceedings have been discontinued.
- (5) An order under subsection (2) or (3) may not require the repayment of an amount, if that amount has been applied towards a payment of rent, or the security deposit, under the standard occupation contract concerned.

## PART 6

### PUBLICISING LETTING AGENTS' FEES

#### **23 Publicising letting agents' fees**

- (1) Regulations may amend Chapter 3 of Part 3 of the Consumer Rights Act 2015 (c.15) (duty to publicise fees etc.)—
- (a) to require a letting agent to ensure that any online advertiser publicises the agent's relevant fees, so far as those fees relate to dwelling-houses in Wales;
  - (b) to allow more than one penalty to be imposed on a letting agent in relation to the same breach of a duty in that Chapter, so far as the breach relates to dwelling-houses in Wales.
- (2) In this section—
- (a) "online advertiser", in relation to a letting agent, means a person who advertises, on the internet, services offered by the agent in relation to dwelling houses in Wales;

- (b) mae i “anhedd-dy”, “asiant gosod eiddo” a “ffioedd perthnasol” yr un ystyron â “dwelling-house”, “letting agent” a “relevant fees” ym Mhennod 3 o Ran 3 o Ddeddf Hawliau Defnyddwyr 2015.

## RHAN 7

### DARPARIAETHAU TERFYNOL

#### 24 Gofyniad i awdurdod tai lleol hyrwyddo ymwybyddiaeth o effaith y Ddeddf

- (1) Rhaid i awdurdod tai lleol wneud trefniadau i wybodaeth fod ar gael yn gyhoeddus yn ei ardal, ym mha ffordd bynnag y mae'r awdurdod yn meddwl sy'n briodol, am effaith y Ddeddf hon, gan gynnwys sut y gellir adennill taliadau gwaharddedig a blaendaliadau cadw.
- (2) Wrth wneud trefniadau at ddibenion yr adran hon, rhaid i awdurdod tai lleol roi sylw i unrhyw ganllawiau a roddir gan Weinidogion Cymru.

#### 25 Pŵer i wneud darpariaeth drosiannol mewn cysylltiad â thenantiaethau sicr

- (1) Caiff rheoliadau wneud darpariaeth er mwyn i'r Ddeddf hon fod yn gymwys, yn ddarostyngedig i unrhyw addasiadau a bennir gan y rheoliadau, mewn perthynas â thenantiaeth sicr ar gyfer annedd.
- (2) At ddibenion is-adran (1), mae i “tenantiaeth sicr” yr un ystyr ag “assured tenancy” yn Neddf Tai 1988 (c. 50) (ac mae'n cynnwys tenantiaeth fyrddaliadol sicr).

#### 26 Troseddau gan gyrff corfforaethol

- (1) Pan brofir bod trosedd o dan y Ddeddf hon a gyflawnwyd gan gorff corfforaethol wedi ei chyflawni gyda chydysyniad neu ymoddefiad, neu i'w phriodoli i unrhyw esgeulustod, ar ran—
  - (a) uwch-swyddog i'r corff corfforaethol, neu
  - (b) person sy'n honni ei fod yn uwch-swyddog i'r corff corfforaethol,
 mae'r uwch-swyddog neu'r person hwnnw (yn ogystal â'r corff corfforaethol) yn euog o'r drosedd ac yn agored i gael achos llys yn ei erbyn a'i gosbi yn unol â hynny.
- (2) Yn is-adran (1), ystyr “uwch-swyddog” yw cyfarwyddwr, rheolwr, ysgrifennydd neu swyddog tebyg arall i'r corff corfforaethol.
- (3) Ond yn achos corff corfforaethol y mae ei aelodau yn rheoli ei faterion, ystyr “cyfarwyddwr” at ddibenion yr adran hon yw aelod o'r corff corfforaethol.

#### 27 Rheoliadau

- (1) Mae pŵer i wneud rheoliadau o dan y Ddeddf hon i'w arfer drwy offeryn statudol.
- (2) Mae pŵer i wneud rheoliadau o dan y Ddeddf hon yn cynnwys pŵer—
  - (a) i wneud darpariaethau gwahanol at ddibenion gwahanol;
  - (b) i wneud darpariaeth atodol, gysylltiedig, ganlyniadol, drosiannol, ddarfodol neu arbed.

- (b) “dwelling house”, “letting agent” and “relevant fees” have the same meaning as in Chapter 3 of Part 3 of the Consumer Rights Act 2015.

## **PART 7**

### **FINAL PROVISIONS**

#### **24 Requirement for local housing authority to promote awareness of effect of Act**

- (1) A local housing authority must make arrangements for information to be made publicly available in its area, in whatever way the authority thinks appropriate, about the effect of this Act, including about how prohibited payments and holding deposits may be recovered.
- (2) In making arrangements for the purposes of this section, a local housing authority must have regard to any guidance given by the Welsh Ministers.

#### **25 Power to make transitional provision in respect of assured tenancies**

- (1) Regulations may make provision for this Act to apply, subject to any modifications specified by the regulations, in relation to an assured tenancy of a dwelling.
- (2) For the purposes of subsection (1), “assured tenancy” has the same meaning as in the Housing Act 1988 (c. 50) (and includes an assured shorthold tenancy).

#### **26 Offences by bodies corporate**

- (1) Where an offence under this Act 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 –
  - (a) a senior officer of the body corporate, or
  - (b) a person purporting to be a senior officer of the body corporate,that senior officer or person (as well as the body corporate) is guilty of the offence and is liable to be proceeded against and punished accordingly.
- (2) In subsection (1), “senior officer” means a director, manager, secretary or other similar officer of the body corporate.
- (3) But in the case of a body corporate whose affairs are managed by its members, “director” for the purposes of this section means a member of the body corporate.

#### **27 Regulations**

- (1) A power to make regulations under this Act is to be exercised by statutory instrument.
- (2) A power to make regulations under this Act includes power –
  - (a) to make different provision for different purposes;
  - (b) to make supplemental, incidental, consequential, transitional, transitory or saving provision.

- (3) Ni chaniateir i offeryn statudol sy'n cynnwys rheoliadau o dan adran 7, adran 13 neu baragraffau 2 neu 6 o Atodlen 1 (pa un a yw'n cynnwys rheoliadau a wneir o dan unrhyw ddarpariaeth arall o'r Ddeddf hon ai peidio) gael ei wneud oni bai bod drafft o'r rheoliadau wedi ei osod gerbron Cynulliad Cenedlaethol Cymru a'i gymeradwyo ganddo drwy benderfyniad.
- (4) Mae unrhyw offeryn statudol arall sy'n cynnwys rheoliadau o dan y Ddeddf hon yn ddarostyngedig i gael ei ddiddymu yn unol â phenderfyniad gan Gynulliad Cenedlaethol Cymru.

## 28 Dehongli

Yn y Ddeddf hon –

mae i “annedd” (“*dwelling*”) yr un ystyr ag yn Neddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (y cyfeirir ati yn yr adran hon fel “Deddf 2016”);

ystyr “awdurdod tai lleol” (“*local housing authority*”) yw'r cyngor ar gyfer sir neu fwrdeistref sirol yng Nghymru;

mae i “blaendal cadw” (“*holding deposit*”) yr ystyr a roddir yn Atodlen 1;

mae i “blaendal sicrwydd” (“*security deposit*”) yr ystyr a roddir yn Atodlen 1;

ystyr “contract meddiannaeth safonol” (“*standard occupation contract*”) yw contract sy'n gcontract safonol at ddibenion Deddf 2016;

mae i “deiliad contract” (“*contract-holder*”) yr un ystyr ag yn Neddf 2016;

mae i “landlord” (“*landlord*”) yr un ystyr ag yn Neddf 2016; ac os oes dau neu ragor o bersonau yn landlord ar y cyd, mae cyfeiriadau yn y Ddeddf hon at y landlord yn gyfeiriadau at bob un o'r personau hynny;

ystyr “rheoliadau” (“*regulations*”) yw rheoliadau a wneir gan Weinidogion Cymru;

mae i “taliad gwaharddedig” (“*prohibited payment*”) yr ystyr a roddir yn adran 4.

## 29 Cymhwysio i'r Goron

- (1) Mae'r Ddeddf hon yn gymwys i'r Goron.
- (2) Nid yw unrhyw achos o dorri unrhyw ddarpariaeth a wneir gan neu o dan y Ddeddf hon yn gwneud y Goron yn atebol yn droseddol, ond caiff yr Uchel Lys ddatgan bod unrhyw weithred neu anweithred ar ran y Goron sy'n gyfystyr â thoriad o'r fath yn anghyfreithlon.

## 30 Dod i rym

- (1) Mae'r adran hon ac adran 31 yn dod i rym drannoeth y diwrnod y caiff y Ddeddf hon y Cydsyniad Brenhinol.
- (2) Daw darpariaethau eraill y Ddeddf hon i rym ar ddiwrnod a bennir gan Weinidogion Cymru mewn gorchymyn a wneir drwy offeryn statudol.
- (3) Caiff gorchymyn o dan yr adran hon –
  - (a) pennu diwrnodau gwahanol at ddibenion gwahanol;
  - (b) gwneud darpariaeth ddarfodol, drosiannol neu arbed.

- (3) A statutory instrument containing regulations under section 7, section 13 or paragraphs 2 or 6 of Schedule 1 (whether or not it contains regulations made under any other provision of this Act) may not be made unless a draft of the regulations has been laid before, and approved by resolution of, the National Assembly for Wales.
- (4) Any other statutory instrument containing regulations under this Act is subject to annulment in pursuance of a resolution of the National Assembly for Wales.

## **28 Interpretation**

In this Act—

“contract-holder” (*“deiliad contract”*) has the same meaning as in the Renting Homes (Wales) Act 2016 (anaw 1) (referred to in this section as “the 2016 Act”);

“dwelling” (*“annedd”*) has the same meaning as in the 2016 Act;

“holding deposit” (*“blaendal cadw”*) has the meaning given in Schedule 1;

“landlord” (*“landlord”*) has the same meaning as in the 2016 Act; and if two or more persons jointly constitute the landlord, references in this Act to the landlord are to each of those persons;

“local housing authority” (*“awdurdod tai lleol”*) means the council for a county or county borough in Wales;

“prohibited payment” (*“taliad gwaharddedig”*) has the meaning given in section 4;

“regulations” (*“rheoliadau”*) means regulations made by the Welsh Ministers;

“security deposit” (*“blaendal sicrwydd”*) has the meaning given in Schedule 1;

“standard occupation contract” (*“contract meddiannaeth safonol”*) means a contract that is a standard contract for the purposes of the 2016 Act.

## **29 Crown application**

- (1) This Act applies to the Crown.
- (2) No contravention of any provision made by or under this Act makes the Crown criminally liable, but the High Court may declare unlawful any act or omission of the Crown which constitutes such a contravention.

## **30 Coming into force**

- (1) This section and section 31 come into force on the day after the day this Act receives Royal Assent.
- (2) The other provisions of this Act come into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.
- (3) An order under this section may—
  - (a) appoint different days for different purposes;
  - (b) make transitory, transitional or saving provision.

**31 Enw byr**

Enw byr y Ddeddf hon yw Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019.



**31 Short title**

The short title of this Act is the Renting Homes (Fees etc.) (Wales) Act 2019.

ATODLEN 1  
(a gyflwynir gan adran 4)

TALIADAU A GANIATEIR

*Rhent*

- 1 (1) Mae taliad rhent o dan gontract meddiannaeth safonol yn daliad a ganiateir.
- (2) Ond, yn ddarostyngedig i'r hyn a ganlyn, os yw swm y rhent sy'n daladwy mewn cysylltiad â chyfnod perthnasol ("C1") yn fwy na swm y rhent sy'n daladwy mewn cysylltiad â chyfnod perthnasol arall ("C2"), mae'r swm ychwanegol sy'n daladwy mewn cysylltiad ag C1 yn daliad gwaharddedig.
- (3) Pan fo mwy nag un cyfnod perthnasol heblaw C1, C2 yw pa un bynnag o'r cyfnodau perthnasol eraill hynny y mae'r swm isaf o rent yn daladwy mewn cysylltiad ag ef.
- (4) Mewn achos pan fo hyd un cyfnod perthnasol (C1) yn wahanol i hyd un arall (C2), er mwyn pennu –
- (a) pa un a yw taliad gwaharddedig wedi ei wneud yn rhinwedd is-baragraff (2), a
- (b) os felly, swm y taliad gwaharddedig,
- mae'r camau a ganlyn i'w cymryd.

*Cam 1*

Ar gyfer C1 ac C2 ill dau, mae cyfradd ddyddiol berthnasol ("CDdB") y rhent i'w chyfrifo (ac yn achos swm nad yw'n rif cyfan mewn ceiniogau, yna wedi ei dalgrynnu i fyny i'r geiniog agosaf) drwy rannu cyfanswm y rhent ar gyfer y cyfnod â nifer y dyddiau yn y cyfnod.

*Cam 2*

Os nad oes unrhyw wahaniaeth rhwng CDdB pob cyfnod, nid oes unrhyw daliad gwaharddedig.

*Cam 3*

Ond os yw'r CDdB ar gyfer C1 yn wahanol i honno ar gyfer C2, pennu pa un o'r cyfraddau yw'r isaf (y "CDdB is") a pha un yw'r uchaf (y "CDdB uwch").

*Cam 4*

Ar gyfer pa bynnag gyfnod y mae'r CDdB uwch yn daladwy, cyfrifo swm y rhent a fyddai wedi bod yn daladwy ar ei gyfer pe byddai rhent wedi bod yn daladwy mewn cysylltiad â'r cyfnod hwnnw ar y CDdB is.

*Cam 5*

Cyfrifo'r gwahaniaeth rhwng swm y rhent a gyfrifwyd o dan Gam 4, a swm y rhent sy'n daladwy mewn gwirionedd mewn cysylltiad â'r cyfnod y mae'r CDdB uwch yn daladwy.

Mae'r swm canlyniadol yn daliad gwaharddedig yn rhinwedd is-baragraff (2).

- (5) Pan fo –
- (a) rhent yn daladwy yn fisol mewn cysylltiad ag C1 ac C2, neu pan fo C1 ac C2 ill dau yn gyfnodau a gyfrifir drwy gyfeirio at yr un nifer o fisoedd calendr, a

SCHEDULE 1  
(as introduced by section 4)

PERMITTED PAYMENTS

*Rent*

- 1 (1) A payment of rent under a standard occupation contract is a permitted payment.
- (2) But, subject as follows, if the amount of rent payable in respect of a relevant period (“P1”) is more than the amount of rent payable in respect of another relevant period (“P2”), the additional amount payable in respect of P1 is a prohibited payment.
- (3) Where there is more than one relevant period other than P1, P2 is whichever one of those other relevant periods is the period in respect of which the lowest amount of rent is payable.
- (4) In a case where the duration of one relevant period (P1) differs from that of another (P2), to determine—
- (a) whether a prohibited payment has been made by virtue of sub-paragraph (2), and
  - (b) if so, the amount of the prohibited payment,
- the following steps are to be taken.

*Step 1*

For each of P1 and P2, the applicable daily rate of rent (the “ADR”) is to be calculated (and in the case of an amount that is not a whole number of pennies, then rounded up to the nearest penny) by dividing the total amount of rent for the period by the number of days in the period.

*Step 2*

If there is no difference between the ADR for each period, there is no prohibited payment.

*Step 3*

But if the ADR for P1 differs from that for P2, determine which of the rates is the lower (the “lower ADR”) and which is the higher (the “higher ADR”).

*Step 4*

For whichever period in respect of which the higher ADR is payable, calculate the amount of rent that would have been payable for it if rent had been payable in respect of that period at the lower ADR.

*Step 5*

Calculate the difference between the amount of rent calculated under Step 4, and the amount of rent actually payable in respect of the period in which the higher ADR is payable.

The resulting amount is a prohibited payment by virtue of sub-paragraph (2).

- (5) Where—
- (a) rent is payable monthly in respect of P1 and P2, or P1 and P2 are both periods calculated by reference to the same number of calendar months, and

- (b) swm y rhent sy'n daladwy mewn cysylltiad ag C1 ac C2 yr un fath, mae C1 ac C2 i'w trin at ddibenion Cam 2 yn is-baragraff (4) fel pe bai ganddynt yr un CDdB.
- (6) Rhaid diystyru unrhyw wahaniaeth rhwng y rhent sy'n daladwy mewn cysylltiad ag C1 a chyfnod perthnasol arall i'r graddau y mae'n deillio o amrywiad a ganiateir i'r rhent.
- (7) Yn is-baragraff (6), ystyr "amrywiad a ganiateir", mewn perthynas â rhent sy'n daladwy o dan gontract meddiannaeth safonol, yw amrywiad a wneir –
- (a) drwy gytundeb rhwng y landlord a deiliad y contract;
  - (b) yn unol â theler yn y contract sy'n darparu ar gyfer amrywio'r rhent o dan y contract;
  - (c) gan ddeddfiad neu o ganlyniad i ddeddfiad.
- (8) Yn y paragraff hwn –
- (a) ystyr "deddfiad" yw deddfiad (pa bryd bynnag y'i deddfir neu y'i gwneir) a gynhwysir yn un o'r canlynol, neu mewn offeryn a wneir o dan un o'r canlynol –
    - (i) Deddf Seneddol,
    - (ii) Mesur neu Ddeddf gan Gynulliad Cenedlaethol Cymru, a
  - (b) ystyr "cyfnod perthnasol", mewn perthynas â chontract meddiannaeth safonol, yw unrhyw gyfnod y mae rhent i'w dalu mewn cysylltiad ag ef.

*Blaendal sicrwydd*

- 2 (1) Mae taliad blaendal sicrwydd yn daliad a ganiateir.
- (2) Yn y Ddeddf hon, ystyr "blaendal sicrwydd" yw arian a delir fel sicrwydd ar gyfer –
- (a) cyflawni unrhyw rwymedigaethau deiliad contract, neu
  - (b) rhyddhau unrhyw atebolrwydd,
- sy'n codi o dan gontract meddiannaeth neu mewn cysylltiad â chontract o'r fath.
- (3) Ond os yw swm y blaendal sicrwydd yn fwy na'r terfyn rhagnodedig, mae'r swm ychwanegol yn daliad gwaharddedig.
- (4) Yn is-baragraff (3), ystyr y "terfyn rhagnodedig" yw terfyn a bennir gan reoliadau, neu y penderfynir arno yn unol â rheoliadau.

*Blaendal cadw*

- 3 Mae taliad blaendal cadw yn daliad a ganiateir.
- 4 Blaendal cadw yw swm –
- (a) a delir i landlord, neu i asiant gosod eiddo, cyn rhoi contract meddiannaeth safonol;
  - (b) a delir at ddiben cadw'r hawl i gael y cynnig cyntaf mewn perthynas â rhoi'r contract, yn ddarostyngedig i gynnal gwiriadau addasrwydd o ran darpar ddeiliad y contract, a chytundeb rhwng y partion i ymrwymo i'r contract;

- (b) the amount of rent payable in respect of P1 and P2 is the same,  
P1 and P2 are to be treated for the purposes of Step 2 in sub-paragraph (4) as having the same ADR.
- (6) No account is to be taken of any difference between the rent payable in respect of P1 and another relevant period to the extent that it results from a permitted variation of the rent.
- (7) In sub-paragraph (6), “permitted variation”, in relation to rent payable under a standard occupation contract, means a variation made –
  - (a) by agreement between the landlord and the contract-holder;
  - (b) pursuant to a term in the contract which provides for variation of the rent under the contract;
  - (c) by or as a result of an enactment.
- (8) In this paragraph –
  - (a) “enactment” means an enactment (whenever enacted or made) comprised in, or in an instrument made under –
    - (i) an Act of Parliament,
    - (ii) a Measure or an Act of the National Assembly for Wales, and
  - (b) “relevant period”, in relation to a standard occupation contract, means any period in respect of which a payment of rent falls to be made.

*Security deposit*

- 2 (1) A payment of a security deposit is a permitted payment.
- (2) In this Act, “security deposit” means money paid as security for –
  - (a) the performance of any obligations of a contract-holder, or
  - (b) the discharge of any liability,arising under or in connection with an occupation contract.
- (3) But if the amount of the security deposit exceeds the prescribed limit, the amount of the excess is a prohibited payment.
- (4) In sub-paragraph (3), the “prescribed limit” means a limit specified by, or determined in accordance with, regulations.

*Holding deposit*

- 3 A payment of a holding deposit is a permitted payment.
- 4 A holding deposit is an amount which –
  - (a) before the grant of a standard occupation contract, is paid to a landlord or a letting agent;
  - (b) is paid for the purpose of reserving a right of first refusal in relation to the granting of the contract, subject to suitability checks to be carried out as to the prospective contract-holder and agreement between the parties to enter into the contract;

(c) nad yw'n fwy na swm sy'n gyfwerth ag un wythnos o rent o dan y contract.

- 5 Pan fo swm sy'n ofynnol gan honni cydymffurfio â'r paragraff hwn yn fwy na swm sy'n gyfwerth ag un wythnos o rent o dan y contract, mae'r swm ychwanegol yn daliad gwaharddedig, ac mae'r gweddill i'w drin yn unol ag Atodlen 2.

*Taliad yn achos diffygdaliad*

- 6 (1) Mae taliad y mae'n ofynnol ei wneud yn achos diffygdaliad gan ddeiliad y contract, o dan gontract meddiannaeth safonol, yn daliad a ganiateir, ond mae hyn yn ddarostyngedig i is-baragraff (3).
- (2) Yn y paragraff hwn, ystyr "diffygdaliad" yw –
- (a) methiant gan ddeiliad y contract i wneud taliad i'r landlord erbyn y dyddiad dyledus, neu
  - (b) toriad gan ddeiliad y contract o un o delerau'r contract.
- (3) Yn achos diffygdaliad y mae is-baragraff (4) yn gymwys iddo, os yw swm y taliad sy'n ofynnol yn achos y diffygdaliad yn fwy na'r terfyn rhagnodedig, mae'r swm ychwanegol yn daliad gwaharddedig.
- (4) Mae'r is-baragraff hwn yn gymwys i –
- (a) methiant gan ddeiliad contract i dalu rhent i'r landlord erbyn y dyddiad dyledus;
  - (b) unrhyw ddisgrifiad ychwanegol o ddiffygdaliad a bennir gan reoliadau.
- (5) Yn is-baragraff (3), ystyr y "terfyn rhagnodedig" yw terfyn a bennir gan reoliadau, neu y penderfynir arno yn unol â rheoliadau.

*Taliad mewn cysylltiad â'r dreth gyngor*

- 7 (1) Mae taliad y mae'n ofynnol i ddeiliad contract ei wneud i awdurdod bilio mewn cysylltiad â'r dreth gyngor yn daliad a ganiateir os yw deiliad y contract yn atebol am wneud y taliad yn rhinwedd unrhyw un neu ragor o adrannau 6, 8 neu 9 o Ddeddf Cyllid Llywodraeth Leol 1992 (c. 14).
- (2) Yn y paragraff hwn mae i "awdurdod bilio" yr un ystyr ag a roddir i "billing authority" yn Rhan 1 o Ddeddf Cyllid Llywodraeth Leol 1992 (gweler adran 1(2) o'r Ddeddf honno).

*Taliad mewn cysylltiad â darparu cyfleustodau*

- 8 (1) Mae taliad ar gyfer darparu cyfleustod, neu mewn cysylltiad â hynny, yn daliad a ganiateir –
- (a) os yw'n ofynnol o dan gontract meddiannaeth safonol, a
  - (b) os caiff ei wneud mewn cysylltiad â'r anedd sy'n ddarostyngedig i'r contract.
- (2) Mae taliad tuag at welliannau effeithlonrwydd ynni o dan gynllun y fargen werdd (o fewn yr ystyr a roddir i "green deal plan" gan adran 1 o Ddeddf Ynni 2011 (p.16)) yn daliad a ganiateir –
- (a) os yw'n ofynnol o dan gontract meddiannaeth safonol, a
  - (b) os caiff ei wneud mewn cysylltiad â'r anedd sy'n ddarostyngedig i'r contract.

(c) does not exceed an amount equivalent to one week's rent under the contract.

- 5 Where an amount required in purported compliance with this paragraph exceeds an amount equivalent to one week's rent under the contract, the amount of the excess is a prohibited payment, with the remainder falling to be treated under Schedule 2.

*Payment in the event of default*

- 6 (1) A payment that is required, under a standard occupation contract, to be made in the event of a default by the contract-holder is a permitted payment, but this is subject to sub-paragraph (3).
- (2) In this paragraph, "default" means –
- (a) a failure by the contract-holder to make a payment by the due date to the landlord, or
  - (b) a breach by the contract-holder of a term of the contract.
- (3) In the case of a default to which sub-paragraph (4) applies, if the amount of a payment required in the event of the default exceeds the prescribed limit, the amount of the excess is a prohibited payment.
- (4) This sub-paragraph applies to –
- (a) a failure by the contract-holder to make a payment of rent by the due date to the landlord;
  - (b) any additional description of default which is specified by regulations.
- (5) In sub-paragraph (3), the "prescribed limit" means a limit specified by, or determined in accordance with, regulations.

*Payment in respect of council tax*

- 7 (1) A payment that a contract-holder is required to make to a billing authority in respect of council tax is a permitted payment if the contract-holder is liable to make the payment by virtue of any of sections 6, 8 or 9 of the Local Government Finance Act 1992 (c. 14).
- (2) In this paragraph "billing authority" has the same meaning as in Part 1 of the Local Government Finance Act 1992 (see section 1(2) of that Act).

*Payment in respect of provision of utilities*

- 8 (1) A payment for or in connection with the provision of a utility is a permitted payment if –
- (a) it is required under a standard occupation contract, and
  - (b) it is made in respect of the dwelling subject to the contract.
- (2) A payment towards energy efficiency improvements under a green deal plan (within the meaning of section 1 of the Energy Act 2011 (c.16)) is a permitted payment if –
- (a) it is required under a standard occupation contract, and
  - (b) it is made in respect of the dwelling subject to the contract.

- (3) Yn y Ddeddf hon ystyr “cyfleustod” yw unrhyw un neu ragor o’r canlynol –
- (a) trydan, nwy neu danwydd arall;
  - (b) dŵr neu garthffosiaeth.

*Taliad mewn cysylltiad â thrwydded deledu*

- 9 (1) Mae taliad y mae’n ofynnol i ddeiliad contract ei wneud i’r Gorfforaeth Ddarlledu Brydeinig mewn cysylltiad â thrwydded deledu yn daliad a ganiateir os yw’n ofynnol gan y contract i ddeiliad y contract wneud y taliad.
- (2) Yn y paragraff hwn ystyr “trwydded deledu” yw trwydded at ddibenion adran 363 o Ddeddf Cyfathrebiadau 2003 (c. 21).

*Taliad mewn cysylltiad â gwasanaeth cyfathrebu*

- 10 (1) Mae taliad ar gyfer gwasanaeth cyfathrebu, neu mewn cysylltiad â hynny, yn daliad a ganiateir –
- (a) os yw’n ofynnol o dan contract meddiannaeth safonol, a
  - (b) os caiff ei wneud mewn cysylltiad â’r annedd sy’n ddarostyngedig i’r contract.
- (2) Yn y paragraff hwn, ystyr “gwasanaeth cyfathrebu” yw gwasanaeth sy’n galluogi unrhyw un neu ragor o’r canlynol i gael ei ddefnyddio neu eu defnyddio –
- (a) ffôn ac eithrio ffôn symudol;
  - (b) y rhyngrwyd;
  - (c) teledu cebl;
  - (d) teledu lloeren.

*Newid ystyr “amrywiad a ganiateir” ym mharagraff 1*

- 11 Os yw rheoliadau a wneir o dan adran 7 yn diwygio’r Atodlen hon er mwyn newid ystyr “amrywiad a ganiateir” at ddibenion paragraff 1, cânt hefyd wneud diwygiadau canlyniadol i Bennod 3 o Ran 6 a Phennod 3 o Ran 7 o Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (amrywio contractau meddiannaeth safonol).



- (3) In this Act “utility” means any of the following—
- (a) electricity, gas or other fuel;
  - (b) water or sewerage.

*Payment in respect of television licence*

- 9 (1) A payment that a contract-holder is required to make to the British Broadcasting Corporation in respect of a television licence is a permitted payment if the contract-holder is required by the contract to make the payment.
- (2) In this paragraph “television licence” means a licence for the purposes of section 363 of the Communications Act 2003 (c. 21).

*Payment in respect of communication service*

- 10 (1) A payment for or in connection with a communication service is a permitted payment if—
- (a) it is required under a standard occupation contract, and
  - (b) it is made in respect of the dwelling subject to the contract.
- (2) In this paragraph, a “communication service” means a service enabling any of the following to be used—
- (a) a telephone other than a mobile telephone;
  - (b) the internet;
  - (c) cable television;
  - (d) satellite television.

*Changing the meaning of “permitted variation” in paragraph 1*

- 11 If regulations made under section 7 amend this Schedule so as to change the meaning of “permitted variation” for the purposes of paragraph 1, they may also make consequential amendments to Chapter 3 of Part 6 and Chapter 3 of Part 7 of the Renting Homes (Wales) Act 2016 (anaw 1) (variation of standard occupation contracts).

ATODLEN 2  
(a gyflwynir gan adran 9)

YMDRIN Â BLAENDAL CADW

*Cymhwys*

- 1 (1) Mae'r Atodlen hon yn gymwys pan delir blaendal cadw mewn cysylltiad â chontract meddiannaeth safonol.
- (2) Mae cyfeiriadau yn yr Atodlen hon at ddeiliad contract, mewn perthynas â blaendal cadw, yn gyfeiriadau at y person y mae ei hawl i gael y cynnig cyntaf wedi ei gadw gan y blaendal cadw.

*Ystyr "terfyn amser ar gyfer cytundeb"*

- 2 (1) Yn yr Atodlen hon, ystyr y "terfyn amser ar gyfer cytundeb" yw pymthegfed diwrnod y cyfnod sy'n dechrau â'r diwrnod y telir y blaendal cadw.
- (2) Ond caiff y partiön gytuno yn ysgrifenedig i ddiwrnod gwahanol fod y terfyn amser ar gyfer cytundeb.
- (3) Caiff rheoliadau ddiwygio is-baragraff (1) i newid y terfyn amser ar gyfer cytundeb.

*Gofyniad i ad-dalu blaendal cadw*

- 3 Yn ddarostyngedig i'r hyn a ganlyn, rhaid i'r person a gafodd y blaendal cadw ei ad-dalu—
  - (a) os yw'r partiön yn ymrwymo i'r contract cyn y terfyn amser ar gyfer cytundeb, neu
  - (b) os yw'r partiön yn methu ag ymrwymo i'r contract cyn y terfyn amser ar gyfer cytundeb.
- 4 Rhaid ad-dalu'r blaendal o fewn y cyfnod o 7 niwrnod sy'n dechrau ag—
  - (a) pan fo paragraff 3(a) yn gymwys, y diwrnod y gwneir y contract, neu
  - (b) pan fo paragraff 3(b) yn gymwys, y terfyn amser ar gyfer cytundeb.

*Eithriadau*

- 5 Nid yw paragraff 3(a) yn gymwys i'r graddau y cymhwysir swm y blaendal—
  - (a) tuag at y taliad rhent cyntaf o dan y contract, neu
  - (b) tuag at dalu blaendal sicrwydd o dan y contract.
- 6 Os cymhwysir y blaendal cadw cyfan, neu ran ohono, yn unol â pharagraff 5(b), caiff y swm a gymhwysir ei drin at ddibenion adran 45 o Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (gofyniad i ddefnyddio cynllun blaendal) fel pe bai wedi ei dalu ar y dyddiad y gwneir y contract.
- 7 Nid yw paragraff 3(b) yn gymwys os yw deiliad y contract yn darparu gwybodaeth anwir neu gamarweiniol i'r landlord neu'r asiant gosod eiddo ac—

SCHEDULE 2  
*(as introduced by section 9)*

TREATMENT OF HOLDING DEPOSIT

*Application*

- 1 (1) This Schedule applies where a holding deposit is paid in respect of a standard occupation contract.
- (2) References in this Schedule to a contract-holder, in relation to a holding deposit, are to the person whose right of first refusal has been reserved by the holding deposit.

*Meaning of “deadline for agreement”*

- 2 (1) In this Schedule, the “deadline for agreement” means the fifteenth day of the period beginning with the day on which the holding deposit is paid.
- (2) But the parties may agree in writing that a different day is to be the deadline for agreement.
- (3) Regulations may amend sub-paragraph (1) to change the deadline for agreement.

*Requirement to repay holding deposit*

- 3 Subject as follows, the person who received the holding deposit must repay it if –
- (a) the parties enter into the contract before the deadline for agreement, or
- (b) the parties fail to enter into the contract before the deadline for agreement.
- 4 The deposit must be repaid within the period of 7 days beginning with –
- (a) where paragraph 3(a) applies, the day on which the contract is made, or
- (b) where paragraph 3(b) applies, the deadline for agreement.

*Exceptions*

- 5 Paragraph 3(a) does not apply to the extent that the amount of the deposit is applied –
- (a) towards the first payment of rent under the contract, or
- (b) towards the payment of a security deposit under the contract.
- 6 If all or part of the holding deposit is applied in accordance with paragraph 5(b), the amount applied is treated for the purposes of section 45 of the Renting Homes (Wales) Act 2016 (anaw 1) (requirement to use deposit schemes) as having been paid on the date the contract is made.
- 7 Paragraph 3(b) does not apply if the contract-holder provides false or misleading information to the landlord or letting agent and –

- (a) bod hawl resymol gan y landlord i ystyried y gwahaniaeth rhwng yr wybodaeth a ddarparwyd gan ddeiliad y contract a'r wybodaeth gywir wrth benderfynu pa un ai i roi contract i ddeiliad y contract, neu
  - (b) bod hawl resymol gan y landlord i ystyried gweithred deiliad y contract yn darparu gwybodaeth anwir neu gamarweiniol wrth benderfynu pa un ai i roi contract o'r fath.
- 8 Nid yw paragraff 3(b) yn gymwys os yw deiliad y contract yn hysbysu'r landlord neu'r asiant gosod eiddo cyn y terfyn amser ar gyfer cytundeb bod deiliad y contract wedi penderfynu peidio ag ymrwymo i gontract.
- 9 Nid yw paragraff 3(b) yn gymwys mewn perthynas â blaendal cadw a delir i landlord –
- (a) os yw'r landlord yn cymryd pob cam rhesymol i ymrwymo i gontract cyn y terfyn amser ar gyfer cytundeb, ond
  - (b) bod deiliad y contract yn methu â chymryd pob cam rhesymol i ymrwymo i gontract cyn y dyddiad hwnnw.
- 10 Nid yw paragraff 3(b) yn gymwys mewn perthynas â blaendal cadw a delir i asiant gosod eiddo –
- (a) os yw'r asiant yn cymryd pob cam rhesymol i gynorthwyo'r landlord i ymrwymo i gontract cyn y terfyn amser ar gyfer cytundeb, a
  - (b) bod y landlord yn cymryd pob cam rhesymol i ymrwymo i gontract cyn y dyddiad hwnnw, ond
  - (c) bod deiliad y contract yn methu â chymryd pob cam rhesymol i ymrwymo i gontract cyn y dyddiad hwnnw.

*Darpariaeth atodol ynghylch eithriadau ym mharagraffau 8 i 10*

- 11 (1) Ni ellir dibynnu ar yr eithriadau a bennir ym mharagraffau 8, 9 a 10 oni fodlonir yr amod yn is-baragraff (2).
- (2) Yr amod yw, cyn talu'r blaendal cadw, fod deiliad y contract wedi cael yr wybodaeth sydd o fewn is-baragraff (3) oddi wrth naill ai'r landlord neu'r asiant gosod eiddo (os yw asiant o'r fath wedi ei gyfarwyddo gan y landlord mewn perthynas â'r contract).
- (3) Mae gwybodaeth sydd o fewn yr is-baragraff hwn yn wybodaeth a bennir mewn rheoliadau, neu'n wybodaeth o ddisgrifiad a bennir mewn rheoliadau.
- (4) Nid yw gwybodaeth i'w thrin fel pe bai wedi ei darparu i ddeiliad y contract, at ddibenion is-baragraff (1), oni bai ei bod wedi ei darparu ym mha ffordd bynnag (os oes un) a bennir yn y rheoliadau.
- (5) Mewn achos pan fo landlord wedi cyfarwyddo asiant gosod eiddo mewn perthynas â chontract, ni chaniateir dibynnu ar yr eithriad ym mharagraff 9, yn ogystal, oni bai bod yr asiant yn cymryd pob cam rhesymol i gynorthwyo'r landlord i ymrwymo i gontract cyn y terfyn amser ar gyfer cytundeb.

- (a) the landlord is reasonably entitled to take into account the difference between the information provided by the contract-holder and the correct information in deciding whether to grant a contract to the contract-holder, or
  - (b) the landlord is reasonably entitled to take the contract-holder's action in providing false or misleading information into account in deciding whether to grant such a contract.
- 8 Paragraph 3(b) does not apply if the contract-holder notifies the landlord or letting agent before the deadline for agreement that the contract-holder has decided not to enter into a contract.
- 9 Paragraph 3(b) does not apply in relation to a holding deposit paid to a landlord if –
- (a) the landlord takes all reasonable steps to enter into a contract before the deadline for agreement, but
  - (b) the contract-holder fails to take all reasonable steps to enter into a contract before that date.
- 10 Paragraph 3(b) does not apply in relation to a holding deposit paid to a letting agent if –
- (a) the agent takes all reasonable steps to assist the landlord to enter into a contract before the deadline for agreement, and
  - (b) the landlord takes all reasonable steps to enter into a contract before that date, but
  - (c) the contract-holder fails to take all reasonable steps to enter into a contract before that date.

*Supplemental provision about exceptions in paragraphs 8 to 10*

- 11 (1) The exceptions specified in paragraphs 8, 9 and 10 may not be relied upon unless the condition in sub-paragraph (2) is met.
- (2) The condition is that, before payment of the holding deposit, information within sub-paragraph (3) has been provided to the contract-holder by either the landlord or (if one has been instructed by the landlord in relation to the contract) the letting agent.
- (3) Information within this sub-paragraph is information specified in, or of a description specified in, regulations.
- (4) Information is not to be treated as having been provided to the contract-holder, for the purposes of sub-paragraph (1), unless it has been provided in whatever way (if any) is specified in the regulations.
- (5) In a case where a landlord has instructed a letting agent in relation to a contract, the exception in paragraph 9 may, in addition, not be relied upon unless the agent takes all reasonable steps to assist the landlord to enter into a contract before the deadline for agreement.

ATODLEN 3  
(a gyflwynir gan adran 20)

DIWYGIADAU I DDEDDF RHENTU CARTREFI (CYMRU) 2016

1 Mae Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) wedi ei diwygio fel a ganlyn.

*Cyfyngiad ar roi hysbysiad ar gyfer meddiant: contractau safonol cyfnodol*

2 Ar ôl adran 177 (cyfyngiad ar landlord o dan gontract safonol cyfnodol yn rhoi hysbysiad ar gyfer meddiant: torri gofynion sicrwydd a blaendal), mewnosoder –

**“177A Cyfyngiadau ar adran 173: taliadau gwaharddedig a blaendaliadau cadw**

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 173 ar adeg pan fo –
  - (a) y landlord wedi ei gwneud yn ofynnol i daliad gwaharddedig (o fewn yr ystyr a roddir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) gael ei wneud, fel a ddisgrifir yn adran 2 neu 3 o’r Ddeddf honno,
  - (b) o ganlyniad i’r gofyniad, taliad gwaharddedig wedi ei wneud i’r landlord neu i unrhyw berson arall, ac
  - (c) y taliad gwaharddedig heb ei ad-dalu.
- (2) Ni chaiff y landlord roi hysbysiad o dan adran 173 ar adeg pan fo –
  - (a) blaendal cadw (o fewn yr ystyr a roddir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) a dalwyd mewn perthynas â’r contract heb ei ad-dalu, a
  - (b) yr amgylchiadau yn golygu bod y methiant i ad-dalu’r blaendal yn gyfystyr â thorri gofynion Atodlen 2 i’r Ddeddf honno.
- (3) Wrth benderfynu at ddibenion yr adran hon a yw taliad gwaharddedig neu flaendal cadw wedi ei ad-dalu, mae’r taliad neu’r blaendal i’w drin fel pe bai wedi ei ad-dalu i’r graddau (os o gwbl) y mae wedi ei gymhwyso tuag at y naill neu’r llall o’r canlynol, neu’r ddau ohonynt –
  - (a) taliad rhent o dan y contract;
  - (b) taliad sy’n ofynnol fel sicrwydd mewn cysylltiad â’r contract.
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol sy’n ymgorffori adran 173 fel un o delerau’r contract.”

3 Yn adran 126 (y weithdrefn hysbysu ar gyfer amrywio, o dan adran 125, gontract meddiannaeth gan y landlord), yn is-adran (2), yn lle “neu adran 177 (torri gofynion sicrwydd a blaendal)” rhodder “, adran 177 (torri gofynion sicrwydd a blaendal) neu adran 177A (taliadau gwaharddedig a blaendaliadau cadw)”.

SCHEDULE 3  
*(as introduced by section 20)*

AMENDMENTS TO THE RENTING HOMES (WALES) ACT 2016

1 The Renting Homes (Wales) Act 2016 (anaw 1) is amended as follows.

*Restriction on giving notice for possession: periodic standard contracts*

2 After section 177 (restriction on landlord under a periodic contract giving notice for possession: breach of security and deposit requirements), insert—

**“177A Restrictions on section 173: prohibited payments and holding deposits**

- (1) The landlord may not give a notice under section 173 at a time when—
  - (a) the landlord has required a prohibited payment (within the meaning given by the Renting Homes (Fees etc.) (Wales) Act 2019) to be made as described in section 2 or 3 of that Act,
  - (b) as a result of the requirement, a prohibited payment has been made to the landlord or to any other person, and
  - (c) the prohibited payment has not been repaid.
- (2) The landlord may not give a notice under section 173 at a time when—
  - (a) a holding deposit (within the meaning given by the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and
  - (b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
- (3) In determining for the purposes of this section whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—
  - (a) a payment of rent under the contract;
  - (b) a payment required as security in respect of the contract.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract.”

3 In section 126 (notice procedure for variation, under section 125, of occupation contract by landlord), in subsection (2), for “or section 177 (breach of security and deposit requirements)” substitute “, section 177 (breach of security and deposit requirements) or section 177A (prohibited payments and holding deposits)”.

*Cyfyngiadau ar roi hysbysiad mewn cysylltiad â diwedd contractau safonol cyfnod penodol*

- 4 (1) Ar ôl adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol), mewnosoder –

**“186A Cyfyngiadau ar adran 186: torri’r gofynion rhoi gwybodaeth**

- (1) Os nad yw’r landlord yn cydymffurfio ag adran 31(1) neu (2) (dyletswydd i ddarparu datganiad ysgrifenedig o’r contract), ni chaiff y landlord roi hysbysiad o dan adran 186 cyn diwedd y cyfnod cyfyngedig.
- (2) Y cyfnod cyfyngedig yw chwe mis sy’n cychwyn â’r diwrnod y mae’r landlord yn rhoi datganiad ysgrifenedig o’r contract i ddeiliad y contract.
- (3) Ni chaiff y landlord roi hysbysiad i ddeiliad y contract o dan adran 186 ar unrhyw adeg pan na fo’r landlord wedi darparu hysbysiad sy’n ofynnol o dan adran 39 (dyletswydd i ddarparu gwybodaeth).
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sy’n ymgorffori adran 186(1) fel un o delerau’r contract.

**186B Cyfyngiadau ar adran 186: torri gofynion sicrwydd a blaendal**

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 186 ar adeg pan na fo sicrwydd y gofynnodd y landlord amdano ar ffurf nad yw adran 43 yn ei chaniatáu wedi ei ddychwelyd i’r person a’i rhoddodd.
- (2) Ni chaiff y landlord roi hysbysiad o dan adran 186 ar adeg pan fo unrhyw un neu ragor o is-adrannau (3) i (5) yn gymwys oni bai –
  - (a) bod blaendal a dalwyd mewn cysylltiad â’r contract wedi ei ddychwelyd i ddeiliad y contract (neu i unrhyw berson a dalodd y blaendal ar ei ran) naill ai’n llawn neu ar ôl tynnu unrhyw symiau a gytunwyd, neu
  - (b) bod cais i’r llys sirol wedi ei wneud o dan baragraff 2 o Atodlen 5 a bod y llys sirol wedi dyfarnu arno, ei fod wedi ei dynnu’n ôl, neu ei fod wedi ei setlo drwy gytundeb rhwng y partïon.
- (3) Mae blaendal wedi ei dalu mewn cysylltiad â’r contract ond ni chydymffurfiwyd â gofynion cychwynnol cynllun blaendal awdurdodedig.
- (4) Mae blaendal wedi ei dalu mewn cysylltiad â’r contract ond nid yw’r landlord wedi darparu’r wybodaeth sy’n ofynnol yn ôl adran 45(2)(b).
- (5) Nid yw blaendal a dalwyd mewn cysylltiad â’r contract yn cael ei ddal yn unol â chynllun blaendal awdurdodedig.



*Restrictions on giving notice in connection with end of fixed term standard contracts*

4 (1) After section 186 (landlord's notice in connection with end of term), insert –

**“186A Restrictions on section 186: breach of information requirements**

- (1) If the landlord does not comply with section 31(1) or (2) (duty to provide written statement of contract), the landlord may not give notice under section 186 before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not give the contract-holder notice under section 186 at any time when the landlord has not provided a notice required under section 39 (duty to provide information).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts which incorporate section 186(1) as a term of the contract.

**186B Restrictions on section 186: breach of security and deposit requirements**

- (1) The landlord may not give notice under section 186 at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) The landlord may not give notice under section 186 at a time when any of subsections (3) to (5) apply unless –
  - (a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
  - (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2) (b).
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

- (6) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sy'n ymgorffori adran 186(1) fel un o delerau'r contract; ac mae adran 20 yn darparu –
- (a) bod rhaid ymgorffori'r adran hon, a
  - (b) na chaniateir ymgorffori'r adran hon ynghyd ag addasiadau iddi.

**186C Cyfyngiadau ar adran 186: taliadau gwaharddedig a blaendaliadau cadw**

- (1) Ni chaiff y landlord roi hysbysiad o dan adran 186 ar adeg pan fo –
    - (a) y landlord wedi ei gwneud yn ofynnol i daliad gwaharddedig (o fewn yr ystyr a roddir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) gael ei wneud, fel a ddisgrifir yn adran 2 neu 3 o'r Ddeddf honno,
    - (b) o ganlyniad i'r gofyniad, taliad gwaharddedig wedi ei wneud i'r landlord neu i unrhyw berson arall, ac
    - (c) y taliad gwaharddedig heb ei ad-dalu.
  - (2) Ni chaiff y landlord roi hysbysiad o dan adran 186 ar adeg pan fo –
    - (a) blaendal cadw (o fewn yr ystyr a roddir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) a dalwyd mewn perthynas â'r contract heb ei ad-dalu, a
    - (b) yr amgylchiadau yn golygu bod methiant i ad-dalu'r blaendal yn gyfystyr â thorri gofynion Atodlen 2 i'r Ddeddf honno.
  - (3) Wrth benderfynu at ddibenion yr adran hon a yw taliad gwaharddedig neu flaendal cadw wedi ei ad-dalu, mae'r taliad neu'r blaendal i'w drin fel pe bai wedi ei ad-dalu i'r graddau (os o gwbl) y mae wedi ei gymhwyso tuag at y naill neu'r llall o'r canlynol, neu'r ddau ohonynt –
    - (a) taliad rhent o dan y contract;
    - (b) taliad sy'n ofynnol fel sicrwydd mewn cysylltiad â'r contract.
  - (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sy'n ymgorffori adran 186(1) fel un o delerau'r contract.”
- (2) Yn adran 20 (ymgorffori ac addasu darpariaethau sylfaenol), yn is-adran (3), ar ôl paragraff (m), mewnosoder –
- “(ma) adran 186B (torri gofynion blaendal: cyfyngiad ar roi hysbysiad mewn cysylltiad â diwedd contractau safonol cyfnod penodol),”.
- (3) Yn adran 135 (cyfyngiad ar amrywio), yn is-adran (2), ar ôl paragraff (i), mewnosoder –

- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts which incorporate section 186(1) as a term of the contract; and section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

**186C Restrictions on section 186: prohibited payments and holding deposits**

- (1) The landlord may not give a notice under section 186 at a time when—
    - (a) the landlord has required a prohibited payment (within the meaning given by the Renting Homes (Fees etc.) (Wales) Act 2019) to be made as described in section 2 or 3 of that Act,
    - (b) as a result of the requirement, a prohibited payment has been made to the landlord or to any other person, and
    - (c) the prohibited payment has not been repaid.
  - (2) The landlord may not give a notice under section 186 at a time when—
    - (a) a holding deposit (within the meaning given by the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and
    - (b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
  - (3) In determining for the purposes of this section whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—
    - (a) a payment of rent under the contract;
    - (b) a payment required as security in respect of the contract.
  - (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts which incorporate section 186(1) as a term of the contract.”
- (2) In section 20 (incorporation and modification of fundamental provisions), in subsection (3), after paragraph (m), insert—
- “(ma) section 186B (breach of deposit requirements: restriction on giving notice in connection with end of fixed term standard contracts),”.
- (3) In section 135 (limitation on variation), in subsection (2), after paragraph (i), insert—

“(ia) adran 186B (torri gofynion blaendal: cyfyngiad ar roi hysbysiad mewn cysylltiad â diwedd contractau safonol cyfnod penodol),”.

(4) Yn lle adran 183(2) (perthnasedd digwyddiadau o dan contract safonol cyfnod penodol), rhodder—

“(2) Mae adrannau 179 a 180 yn gymwys i hysbysiad a roddir o dan adran 186(1), ac i hawliad meddiant a wneir ar y sail yn adran 186(5) gan ddibynnu ar hysbysiad o’r fath, fel y maent yn gymwys i hysbysiad a roddir o dan adran 173, ac i hawliad meddiant a wneir ar y sail yn adran 178 gan ddibynnu ar hysbysiad a roddir o dan adran 173.”

*Cyfyngiad ar ddefnyddio cymal terfynu’r landlord mewn contractau safonol cyfnod penodol*

5 Ar ôl adran 198 (cyfyngiadau ar y defnydd o gymal terfynu’r landlord: gofynion sicrwydd a blaendal), mewnosoder—

**“198A Cyfyngiadau ar y defnydd o gymal terfynu’r landlord: taliadau gwaharddedig a blaendaliadau cadw**

(1) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu’r landlord ar adeg pan fo—

- (a) y landlord wedi ei gwneud yn ofynnol i daliad gwaharddedig (o fewn yr ystyr a roddir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) gael ei wneud, fel a ddisgrifir yn adran 2 neu 3 o’r Ddeddf honno,
- (b) o ganlyniad i’r gofyniad, taliad gwaharddedig wedi ei wneud i’r landlord neu i unrhyw berson arall, ac
- (c) y taliad gwaharddedig heb ei ad-dalu.

(2) Ni chaiff y landlord roi hysbysiad o dan gymal terfynu’r landlord ar adeg pan fo—

- (a) blaendal cadw (o fewn yr ystyr a roddir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) a dalwyd mewn perthynas â’r contract heb ei ad-dalu, a
- (b) yr amgylchiadau yn golygu bod y methiant i ad-dalu’r blaendal yn gyfystyr â thorri gofynion Atodlen 2 i’r Ddeddf honno.

(3) Wrth benderfynu at ddibenion yr adran hon a yw taliad gwaharddedig neu flaendal cadw wedi ei ad-dalu, mae’r taliad neu’r blaendal i’w drin fel pe bai wedi ei ad-dalu i’r graddau (os o gwbl) y mae wedi ei gymhwysio tuag at y naill neu’r llall o’r canlynol, neu’r ddau ohonynt—

- (a) taliad rhent o dan y contract;
- (b) taliad sy’n ofynnol fel sicrwydd mewn cysylltiad â’r contract.

“(ia) section 186B (breach of deposit requirements: restriction on giving notice in connection with end of fixed term standard contracts),”.

(4) For section 183(2) (relevance of events under fixed term standard contract), substitute—

“(2) Sections 179 and 180 apply to a notice under section 186(1), and to a possession claim made on the ground in section 186(5) in reliance on such a notice, as they apply to a notice under section 173, and to a possession claim made on the ground in section 178 in reliance on a notice under section 173.”

*Restriction on using landlord's break clause in fixed term standard contracts*

5 After section 198 (restrictions on use of landlord's break clause: security and deposit requirements), insert—

**“198A Restrictions on use of landlord's break clause: prohibited payments and holding deposits**

- (1) The landlord may not give notice under a landlord's break clause at a time when—
  - (a) the landlord has required a prohibited payment (within the meaning given by the Renting Homes (Fees etc.) (Wales) Act 2019) to be made as described in section 2 or 3 of that Act,
  - (b) as a result of the requirement, a prohibited payment has been made to the landlord or to any other person, and
  - (c) the prohibited payment has not been repaid.
- (2) The landlord may not give notice under a landlord's break clause at a time when—
  - (a) a holding deposit (within the meaning given by the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and
  - (b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
- (3) In determining for the purposes of this section whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—
  - (a) a payment of rent under the contract;
  - (b) a payment required as security in respect of the contract.

- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord."

*Cyfyngiadau ar lys yn gwrandio hawliad meddiant gan landlord*

- 6 Yn adran 204 (cyfyngiadau ar lys yn gwrandio hawliadau meddiant gan landlord) –
- (a) yn is-adran (1)(a)(vii), ar ôl "177" mewnosoder ", 177A";
  - (b) yn is-adran (1)(a)(ix), yn lle "adran 186 (cyfyngiad", rhodder ", adrannau 186, 186A, 186B a 186C (cyfyngiadau";
  - (c) yn is-adran (1)(a)(xiii), ar ôl "198" mewnosoder ", 198A".

*Darpariaeth ganlyniadol amrywiol*

- 7 Yn Atodlen 1 (trosolwg o ddarpariaethau sylfaenol a ymgorfforir fel telerau contractau meddiannaeth) –
- (a) yn Rhan 2 (contractau safonol cyfnodol), yn nhabl 4, yn nodiadau'r cofnod ar gyfer adrannau 173 i 180 (terfynu drwy hysbysiad a roddir gan landlord) –
    - (i) yn lle "a 176" rhodder ", 176, 177 a 177A";
    - (ii) yn lle "adran 176" rhodder "adran 177";
  - (b) yn Rhan 3 (contractau safonol cyfnod penodol), yn nhabl 5 –
    - (i) yng ngholofn gyntaf y cofnod ar gyfer adran 186, yn lle "Adran 186", rhodder "Adrannau 186, 186A, 186B a 186C";
    - (ii) yn nodiadau'r cofnod ar gyfer adran 186, ar y diwedd, mewnosoder "Os nad yw adran 186(1) wedi ei hymgorffori, nid yw adrannau 186A, 186B a 186C yn gymwys. Os yw contract yn ymgorffori adran 186(1), rhaid ymgorffori adrannau 186A, 186B a 186C, a rhaid ymgorffori adran 186B heb ei haddasu.";
    - (iii) yn nodiadau'r cofnod ar gyfer adrannau 195 i 201 (terfynu drwy hysbysiad a roddir gan landlord o dan gymal terfynu'r landlord), yn lle "adran 196 (torri'r rheolau blaendal)" rhodder "adran 198 (torri gofynion sicrwydd a blaendal)".

- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause."

*Restrictions on a court hearing landlord's claim for possession*

- 6 In section 204 (restrictions on court hearing a landlord's claims for possession) –
- (a) in subsection (1)(a)(vii), after "177" insert ", 177A";
  - (b) in subsection (1)(a)(ix), for "section 186", substitute "sections 186, 186A, 186B and 186C";
  - (c) in subsection (1)(a)(xiii), after "198" insert ", 198A".

*Miscellaneous consequential provision*

- 7 In Schedule 1 (overview of fundamental provisions incorporated as terms of occupation contracts) –
- (a) in Part 2 (periodic standard contracts), in table 4, in the notes for the entry for sections 173 to 180 (termination by notice given by landlord) –
    - (i) for "and 176" substitute ", 176, 177 and 177A";
    - (ii) for "section 176" substitute "section 177";
  - (b) in Part 3 (fixed term standard contracts), in table 5 –
    - (i) in the first column of the entry for section 186, for "Section 186", insert "Sections 186, 186A, 186B and 186C";
    - (ii) in the notes for the entry for section 186, at the end, insert "If section 186(1) is not incorporated, sections 186A, 186B and 186C do not apply. If a contract incorporates section 186(1), sections 186A, 186B and 186C must be incorporated, and section 186B must be incorporated without modification.";
    - (iii) in the notes for the entry for sections 195 to 201 (termination by notice given by landlord under landlord's break clause), for "section 196 (breach of deposit rules)" substitute "section 198 (breach of security and deposit requirements)".

