



Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021

2021 dsc 3

Nodiadau Esboniadol

Renting Homes (Amendment) (Wales) Act 2021

2021 asc 3

Explanatory Notes

£6.90

DEDDF RHENTU CARTREFI (DIWYGIO) (CYMRU) 2021

NODIADAU ESBONIADOL

CYFLWYNIAD

1. Mae'r Nodiadau Esboniadol hyn ar gyfer Deddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 a basiwyd gan Senedd Cymru ar 23 Chwefror ac a gafodd y Cydsyniad Brenhinol ar 7 Ebrill 2021. Fe'u lluniwyd gan Adran Addysg a Gwasanaethau Cyhoeddus Llywodraeth Cymru er mwyn cynorthwyo'r sawl sy'n darllen y Ddeddf.
2. Dylid darllen y Nodiadau Esboniadol ar y cyd â'r Ddeddf ond nid ydynt yn rhan ohoni. Ni fwriedir iddynt fod yn ddisgrifiad cynhwysfawr o gynnwys y Ddeddf. Pan ymddengys nad oes angen esboniad na sylw ar ddarpariaeth unigol yn y Ddeddf, nis rhoddir. Mae sylwedd y Nodiadau Esboniadol hyn wedi newid ar ôl pasio'r Ddeddf.

CRYNODEB O'R DDEDDF

3. Mae'r Ddeddf yn diwygio Deddf Rhentu Cartrefi (Cymru) 2016 ("Deddf 2016") a Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 ("Deddf 2019").
4. Mae'n cynyddu'r hyn y mae'r Ddeddf yn cyfeirio ato fel sicrwydd meddiannaeth (a elwir hefyd yn "sicrwydd deiliadaeth") deiliad contract o dan gontract meddiannaeth safonol drwy ddiwygio Deddf 2016 (gweler isod am grynodedeb o ddarpariaethau perthnasol Deddf 2016 a'r derminoleg a ddefnyddir ynddi).
5. Yn benodol, caiff y cyfnod hysbysu byrraf y mae rhaid i landlord ei ganiatáu er mwyn terfynu contract meddiannaeth safonol o dan yr hyn a elwir yn broses "troi allan heb fai" ei gynyddu o 2 fis i 6 mis, a gwneir darpariaeth i gyfyngu ar ddefnyddio hysbysiadau penodol i ddisgrifiadau penodol o gontractau meddiannaeth safonol. Gwneir diwygiadau hefyd i ddarpariaethau yn Neddf 2016 sy'n ymdrin â phryd y caniateir rhoi hysbysiadau penodol ac i osod cyfyngiadau ar roi hysbysiadau penodol pan fo gofynion statudol penodol wedi eu torri.
6. Gwneir darpariaeth i gyfyngu'r amgylchiadau pan gaiff y landlord amrywio contract safonol cyfnodol, ac i dorri'r cysylltiad rhwng rhoi hysbysiad i amrywio'r contract a rhoi hysbysiad yn ceisio meddiant.
7. O dan y Ddeddf, bydd gan bobl sy'n byw mewn cartref rhent yng Nghymru o dan gontract meddiannaeth safonol yn gyffredinol sicrwydd meddiannaeth am o leiaf 12 mis.
8. Mae'r Ddeddf hefyd yn diwygio Deddf 2019 fel bod talu tâl gwasanaeth, a thalu am gopi arall o ddatganiad ysgrifenedig o gontract meddiannaeth, mewn amgylchiadau penodol, yn daliadau a ganiateir at ddibenion Deddf 2019. Gwneir diwygiadau hefyd i Ddeddf 2019 hyd nes y gweithredir Deddf 2016.

RENTING HOMES (AMENDMENT) (WALES) ACT 2021

EXPLANATORY NOTES

INTRODUCTION

1. These Explanatory Notes are for the Renting Homes (Amendment) (Wales) Act 2021 which was passed by Senedd Cymru on 23 February 2021 and received Royal Assent on 7 April 2021. They have been prepared by the Education and Public Services Department of the Welsh Government to assist the reader of the Act.
2. The Explanatory Notes should be read in conjunction with the Act but are not part of it. They are not meant to be a comprehensive description of the contents of the Act. Where an individual provision of the Act does not seem to require any explanation or comment, none is given. These Explanatory Notes have changed substantively following the passing of the Act.

SUMMARY OF ACT

3. The Act amends the Renting Homes (Wales) Act 2016 (“the 2016 Act”) and the Renting Homes (Fees etc.) (Wales) Act 2019 (“the 2019 Act”).
4. It increases what the Act refers to as the security of occupation (also known as “security of tenure”) of a contract-holder under a standard occupation contract by amending the 2016 Act (see below for a summary of the relevant provisions of, and terminology used in, the 2016 Act).
5. In particular, the minimum period of notice that must be given by a landlord to end a standard occupation contract under a so-called “no-fault eviction” is increased from 2 months to 6 months, and provision is made to restrict the use of certain notices to particular descriptions of standard occupation contract. Amendments are also made to provisions of the 2016 Act that deal with when particular notices can be given and to apply restrictions on the giving of particular notices when there has been a breach of certain statutory requirements.
6. Provision is made to restrict the circumstances in which a periodic standard contract can be varied by the landlord, and to sever the connection between giving notice to vary the contract, and giving notice seeking possession.
7. Under the Act, people living in a rented home in Wales under a standard occupation contract will generally have a minimum of 12 months’ security of occupation.
8. The Act also amends the 2019 Act so that, in certain circumstances, the payment of a service charge, and payment for a replacement written statement of an occupation contract, are permitted payments for the purposes of the 2019 Act. Amendments are also made to the 2019 Act pending the implementation of the 2016 Act.

CRYNODEB O DDARPARIAETHAU PERTHNASOL DEDDF RHENTU CARTREFI (CYMRU) 2016

9. O dan Ddeddf 2016, mae'r rhan fwyaf o denantiaethau a thrwyddedau anheddau y mae unigolion yn eu meddiannu fel cartrefi yng Nghymru yn gontractau meddiannaeth. Gall dau fath o gontract meddiannaeth fodoli o dan Ddeddf 2016; contractau diogel (sy'n gontractau cyfnodol) neu gontractau safonol (sydd naill ai'n gontractau cyfnod penodol neu'n gontractau cyfnodol) (gweler adrannau 8 i 17 o Ddeddf 2016). Ni fydd pob tenantiaeth a thrwydded ar gyfer annedd yn gontract meddiannaeth (gweler Atodlen 2 i Ddeddf 2016). Daw Deddf 2016 i rym ar ddiwrnod a bennir gan Weinidogion Cymru (gweler adran 257(2) o'r Ddeddf honno).
10. Mae Deddf 2016 hefyd yn gwneud darpariaeth ynghylch y telerau sydd wedi eu hymgorffori ym mhob math o gontract meddiannaeth ynghyd â phriod hawliau a rhwymedigaethau'r landlord a deiliad y contract, gan gynnwys darparu datganiad ysgrifenedig o'r contract. Gweler adrannau 7(5) a 244 o'r Ddeddf honno am ystyr "landlord" a "deiliad contract".
11. Mae Rhan 9 o Ddeddf 2016 yn gwneud darpariaeth ynghylch terfynu contractau meddiannaeth gan y landlord a deiliad y contract. Yn benodol, mae adrannau 173, 186 a 194 yn gwneud darpariaeth ynghylch terfynu contract meddiannaeth safonol gan y landlord.
12. Mae adran 173 o Ddeddf 2016 yn datgan y caiff landlord derfynu contract safonol cyfnodol drwy roi hysbysiad i ddeiliad y contract fod rhaid i ddeiliad y contract ildio meddiant o'r annedd ar ddyddiad penodol. Yn y Nodiadau Esboniadol hyn, cyfeirir at hysbysiad o'r math hwn fel "hysbysiad adran 173" neu "hysbysiad o dan adran 173".
13. Mae adran 186 o Ddeddf 2016 yn darparu y caiff landlord roi hysbysiad i ddeiliad contract safonol cyfnod penodol fod rhaid i ddeiliad y contract ildio meddiant o'r annedd ar ddyddiad penodol. Ni chaiff y dyddiad hwn fod cyn diwrnod olaf y cyfnod penodol y gwnaed y contract safonol ar ei gyfer. Yn y Nodiadau Esboniadol hyn, cyfeirir at hysbysiad o'r math hwn fel "hysbysiad adran 186" neu "hysbysiad o dan adran 186".
14. Mae adran 194 o Ddeddf 2016 yn datgan y caiff contract safonol cyfnod penodol gynnwys cymal terfynu'r landlord. Mae cymal terfynu'r landlord yn galluogi landlord i derfynu contract safonol cyfnod penodol cyn diwedd y cyfnod penodol drwy roi hysbysiad i'r perwyl hwnnw i ddeiliad y contract.
15. Mae cyfyngiadau penodol yn gymwys cyn y caiff landlord roi hysbysiad o dan y darpariaethau hyn. Mae'r Ddeddf hon yn diwygio'r darpariaethau sy'n ymwneud â hysbysiadau adran 173, hysbysiadau adran 186 a chymalau terfynu'r landlord er mwyn cynyddu diogelwch meddiannaeth deiliad contract o dan gontract meddiannaeth safonol.

SUMMARY OF THE RELEVANT PROVISIONS OF THE RENTING HOMES (WALES) ACT 2016

9. Under the 2016 Act, most tenancies and licences of dwellings occupied by individuals as homes in Wales are occupation contracts. Two types of occupation contract can exist under the 2016 Act; secure (which are periodic contracts) or standard (which are either fixed term or periodic contracts) (see sections 8 to 17 of the 2016 Act). Not all tenancies and licences of dwellings will be occupation contracts (see Schedule 2 to the 2016 Act). The 2016 Act comes into force on a day appointed by the Welsh Ministers (see section 257(2) of that Act).
10. The 2016 Act also makes provision about the terms that are incorporated into each type of occupation contract and the respective rights and obligations of the landlord and contract-holder, including the provision of a written statement of the contract. See sections 7(5) and 244 of that Act for the meaning of “landlord” and “contract-holder”.
11. Part 9 of the 2016 Act makes provision about the termination of occupation contracts by the landlord and the contract-holder. In particular, sections 173, 186 and 194 make provision about the termination of a standard occupation contract by the landlord.
12. Section 173 of the 2016 Act states that a landlord can end a periodic standard contract by giving the contract-holder a notice that the contract-holder must give up possession of the dwelling on a particular date. In these Explanatory Notes, a notice of this type is referred to as a “section 173 notice” or “notice under section 173”.
13. Section 186 of the 2016 Act provides that a landlord can give a contract-holder of a fixed term standard contract a notice that the contract-holder must give up possession of the dwelling on a particular date. This date cannot be before the last day of the fixed term for which the standard contract was made. In these Explanatory Notes, a notice of this type is referred to as a “section 186 notice” or “notice under section 186”.
14. Section 194 of the 2016 Act states that a fixed term standard contract can contain a landlord’s break clause. A landlord’s break clause enables a landlord to bring a fixed term standard contract to an end before the end of the fixed term by giving the contract-holder a notice to that effect.
15. Certain restrictions apply before a landlord can give notice under these provisions. This Act amends the provisions relating to section 173 notices, section 186 notices and landlords’ break clauses in order to increase the security of occupation of a contract-holder under a standard occupation contract.

16. Mae Deddf 2016 hefyd yn darparu y bydd y rhan fwyaf o denantiaethau a thrwyddedau sy'n bodoli eisoes ar gyfer anheddau y mae unigolion yn eu meddiannu fel cartrefi yng Nghymru yn trosi'n gontractau meddiannaeth ar y diwrnod a bennir gan Weinidogion Cymru (gweler adrannau 239 i 241 o Ddeddf 2016). Mae Atodlen 12 i Ddeddf 2016 yn gwneud darpariaeth bellach ynghylch trosi tenantiaethau a thrwyddedau sy'n bodoli eisoes yn gontractau meddiannaeth ar y diwrnod penodedig.

SYLWEBAETH AR YR ADRANNAU

Adran 1 – Hysbysiad y landlord o dan gontract safonol cyfnodol: y cyfnod hysbysu byrraf a ganiateir

17. Nodir y cyfnod hysbysu sy'n gymwys i hysbysiad adran 173 yn adran 174 o Ddeddf 2016. Mae adran 1 o'r Ddeddf yn darparu bod y cyfnod hysbysu byrraf a ganiateir ar gyfer hysbysiad adran 173 i'w gynyddu o ddau fis i chwe mis.
18. Mae adran 1 hefyd yn mewnosod adran 174A newydd yn Neddf 2016. Mae'n darparu, ar gyfer contractau safonol cyfnodol penodol, fod y cyfnod hysbysu byrraf a ganiateir ar gyfer hysbysiad adran 173 yn parhau i fod yn 2 fis. Rhestrir y contractau hyn yn yr Atodlen 8A newydd i Ddeddf 2016 (sy'n cael ei mewnosod gan Atodlen 1 i'r Ddeddf).

Adran 2 – Cymal terfynu'r landlord o dan gontract safonol cyfnod penodol: y cyfnod hysbysu byrraf a ganiateir

19. Mae'r adran hon yn diwygio'r cyfnod hysbysu byrraf a ganiateir sy'n gymwys i gymal terfynu'r landlord o ddau fis i chwe mis, er mwyn bod yn gyson â'r cyfnod hysbysu ar gyfer contractau safonol cyfnodol o dan adran 174.
20. Mae'r adran hon hefyd yn mewnosod adran 195A newydd yn Neddf 2016. Mae'n darparu, ar gyfer contractau safonol cyfnod penodol penodedig, fod y cyfnod hysbysu byrraf a ganiateir sydd i'w bennu mewn hysbysiad o dan gymal terfynu'r landlord yn parhau i fod yn 2 fis. Rhestrir y contractau hyn yn yr Atodlen 8A newydd i Ddeddf 2016 (sy'n cael ei mewnosod gan Atodlen 1 i'r Ddeddf).

Adran 3 – Contractau safonol sydd â chyfnod hysbysu a ganiateir o ddau fis

21. Mae adran 3 yn cyflwyno Atodlen 1 i'r Ddeddf, sy'n mewnosod Atodlen 8A newydd yn Neddf 2016 (a drafodir uchod).

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16. The 2016 Act also provides that, on the day to be appointed by the Welsh Ministers, most existing tenancies and licences of dwellings occupied by individuals as homes in Wales will convert into an occupation contract (see sections 239 to 241 of the 2016 Act). Schedule 12 to the 2016 Act makes further provision about the conversion of existing tenancies and licences into occupation contracts on the appointed day.

COMMENTARY ON SECTIONS

Section 1 – Landlord’s notice under periodic standard contract: minimum notice period

17. The notice period applicable to a section 173 notice is set out in section 174 of the 2016 Act. Section 1 of the Act provides for the minimum notice period for a section 173 notice to be increased from two months to six months.
18. Section 1 also inserts new section 174A into the 2016 Act. It provides that, in respect of certain periodic standard contracts, the minimum notice period for a section 173 notice remains 2 months. These contracts are listed in new Schedule 8A to the 2016 Act, (inserted by Schedule 1 to the Act).

Section 2 – Landlord’s break clause under fixed term standard contract: minimum notice period

19. This section amends the minimum notice period applicable to a landlord’s break clause from two months to six months, to be consistent with the notice period in respect of periodic standard contracts under section 174.
20. This section also inserts new section 195A into the 2016 Act. It provides that, for certain fixed term standard contracts, the minimum period of notice to be specified in a notice under a landlord’s break clause remains 2 months. These contracts are listed in new Schedule 8A to the 2016 Act (inserted by Schedule 1 to the Act).

Section 3 – Standard contracts with minimum notice period of two months

21. Section 3 introduces Schedule 1 to the Act, which inserts new Schedule 8A into the 2016 Act (discussed above).

Atodlen 1 - Atodlen 8A newydd i Ddeddf 2016

22. Mae'r Atodlen 8A newydd yn rhestru'r contractau meddiannaeth safonol hynny na cheir rhoi cyfnod hysbysu o lai na dau fis ar eu cyfer o dan hysbysiad adran 173 (gweler adran 1 o'r Ddeddf hon) neu gymal terfynu'r landlord (gweler adran 2 o'r Ddeddf hon), yn hytrach na chwe mis. Dyma'r disgrifiadau o gontractau yr ystyrir ei bod yn rhesymol i landlord allu adennill meddiant oddi tanynt yn gynharach na'r cyfnod hysbysu o chwe mis sy'n gymwys yn gyffredinol i hysbysiad adran 173 a chymal terfynu'r landlord. Mae'r disgrifiadau hyn o gontractau yn cynnwys: contractau safonol ymddygiad gwaharddedig (y gellir eu gosod mewn ymateb i dorri adran 55 o Ddeddf 2016 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall)); llety i fyfyrwyr addysg uwch, pan fo'u landlord yn sefydliad addysg uwch; contract safonol â chymorth (mewn perthynas â llety â chymorth - gweler adran 143 o Ddeddf 2016); llety dros dro i bersonau digartref; a meddiannaeth yn rhinwedd swydd (pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth).
23. Caniateir diwygio Atodlen 8A drwy reoliadau yn rhinwedd paragraff 13 o'r Atodlen honno. Bydd hyn yn caniatáu i ddisgrifiadau eraill o gontractau gael eu hychwanegu at yr Atodlen. Mae rheoliadau a wneir o dan baragraff 13 o Atodlen 8A i Ddeddf 2016 yn ddarostyngedig i'r weithdrefn gadarnhaol (gweler y diwygiad i adran 256 o Ddeddf 2016 yn Atodlen 6 i'r Ddeddf).

Adran 4 - Hysbysiad y landlord o dan gontract safonol cyfnodol: pryd y caniateir rhoi hysbysiad

24. Mae adran 175 o Ddeddf 2016 yn gosod cyfyngiad ar bryd y caiff landlord roi hysbysiad adran 173 i derfynu contract safonol cyfnodol.
25. Os nad yw'r contract yn "contract meddiannaeth sy'n cymryd lle contract arall", ni chaiff y landlord roi hysbysiad adran 173 o fewn pedwar mis cyntaf y feddiannaeth gan ddechrau â "dyddiad meddiannu" y contract. Os yw'r contract yn gontract meddiannaeth sy'n cymryd lle contract arall, ni chaiff y landlord roi hysbysiad adran 173 o fewn pedwar mis cyntaf y feddiannaeth gan ddechrau â dyddiad meddiannu'r "contract gwreiddiol". Am ystyr "contract meddiannaeth sy'n cymryd lle contract arall", "contract gwreiddiol" a "dyddiad meddiannu" gweler adrannau 175(3) a 245 o Ddeddf 2016.
26. Mae adran 4 o'r Ddeddf yn diwygio adran 175 o Ddeddf 2016 fel bod y cyfnodau hyn wedi eu cynyddu o bedwar mis i chwe mis.

Adran 5 - Cymal terfynu'r landlord o dan gontract safonol cyfnod penodol: pryd y caniateir rhoi hysbysiad

27. Mae adran 196(1) o Ddeddf 2016 yn datgan na chaiff landlord roi hysbysiad i derfynu contract safonol cyfnod penodol o dan gymal terfynu'r landlord yn ystod pedwar mis cyntaf meddiannaeth.
28. Mae adran 5(1)(a) o'r Ddeddf yn diwygio adran 196(1) o Ddeddf 2016 fel bod y cyfyngiad o bedwar mis wedi ei gynyddu i 18 mis.

Schedule 1 - New Schedule 8A to the 2016 Act

22. New Schedule 8A lists those standard occupation contracts to which not less than two months' notice can be given under a section 173 notice (see section 1 of this Act) or landlord's break clause (see section 2 of this Act), rather than six months. These are descriptions of contracts under which it is considered reasonable for a landlord to be able to obtain possession within a shorter timeframe than the six month notice period applying generally to a section 173 notice and a landlord's break clause. These contract descriptions include: prohibited conduct standard contracts (which can be imposed in response to a breach of section 55 of the 2016 Act (anti-social behaviour and other prohibited conduct); accommodation for students in higher education, where their landlord is a higher education institution; a supported standard contract (in relation to supported accommodation – see section 143 of the 2016 Act); temporary accommodation for homeless persons, and service occupancies (where the contract-holder is required to occupy the dwelling under his or her contract of employment).
23. Schedule 8A may be amended by regulations by virtue of paragraph 13 of that Schedule. This will allow for other descriptions of contracts to be added to the Schedule. Regulations made under paragraph 13 of Schedule 8A to the 2016 Act are subject to the affirmative procedure (see the amendment to section 256 of the 2016 Act in Schedule 6 to the Act).

Section 4 - Landlord's notice under periodic standard contract: when notice may be given

24. Section 175 of the 2016 Act imposes a restriction on when a landlord may give a section 173 notice to end a periodic standard contract.
25. If the contract is not a "substitute occupation contract", the landlord cannot give a section 173 notice within the first four months of occupation starting with the "occupation date" of the contract. If the contract is a substitute occupation contract, the landlord cannot give a section 173 notice within the first four months of occupation starting with the occupation date of the "original contract". For the meaning of "substitute occupation contract", "original contract" and "occupation date" see sections 175(3) and 245 of the 2016 Act.
26. Section 4 of the Act amends section 175 to the 2016 Act so that these periods are increased from four months to six months.

Section 5 - Landlord's break clause under fixed term standard contract: when notice may be given

27. Section 196(1) of the 2016 Act states that a landlord cannot give notice to end a fixed term standard contract under a landlord's break clause during the first four months of occupation.
28. Section 5(1)(a) of the Act amends section 196(1) of the 2016 Act so that the four month restriction is increased to 18 months.

29. Mae adran 5(1)(b) o'r Ddeddf yn dileu adran 196(2) a (3) o Ddeddf 2016. Roedd y rhain yn darparu, os oedd y contract yn gontract meddiannaeth a oedd yn cymryd lle contract arall, fod y cyfyngiad a osodid gan adran 196 yn gymwys o ddyddiad meddiannu'r contract gwreiddiol.
30. Golyga'r diwygiad hwn nad yw'n berthnasol mwyach pa un a yw'r contract yn gontract meddiannaeth yn lle contract arall ai peidio. Bydd y cyfyngiad a osodir gan adran 196 yn gymwys o ddyddiad meddiannu pob contract safonol cyfnod penodol newydd y mae'r landlord a deiliad y contract yn cytuno arno.

Adran 6 – Cyfyngiadau ar roi hysbysiad o dan adran 173 neu 186 neu o dan gymal terfynu'r landlord: torri rhwymedigaethau statudol

31. Mae adran 6(2), (3) a (4) o'r Ddeddf yn mewnosod adrannau 176, 186A a 197 newydd yn Neddf 2016. Mae pob un o'r adrannau hyn yn cyflwyno Atodlen 9A newydd i Ddeddf 2016 (sy'n cael ei mewnosod gan Atodlen 2 i'r Ddeddf).
32. Mae'r Atodlen 9A newydd i Ddeddf 2016 yn cynnwys cyfyngiadau penodol ar roi hysbysiad o dan adran 173, adran 186 a chymal terfynu'r landlord. Mae'r rhain yn ymwneud â thorri rhwymedigaethau statudol.
33. Mae adran 6(5) o'r Ddeddf yn diwygio Deddf 2019. Mae'n mewnosod adran 20 newydd yn Neddf 2019, sy'n cyfeirio at yr Atodlen 9A newydd i Ddeddf 2016. Mae hefyd yn dileu Atodlen 3 i Ddeddf 2019 o Ddeddf 2019 ei hun. Mae hyn oherwydd bod Atodlen 3 i Ddeddf 2019 yn gwneud diwygiadau i Ddeddf 2016 sydd bellach yn cael eu hatgynhyrchu yn yr Atodlen 9A newydd neu nad ydynt yn berthnasol mwyach i Ddeddf 2016.
34. Mae adran 6(6) o'r Ddeddf yn cyflwyno Atodlen 2 i'r Ddeddf, sy'n mewnosod yr Atodlen 9A newydd yn Neddf 2016.

Atodlen 2 – Atodlen 9A newydd i Ddeddf 2016

35. Mae Atodlen 2 i'r Ddeddf yn mewnosod Atodlen 9A newydd yn Neddf 2016. Mae Atodlen 9A yn rhestru cyfyngiadau penodol ar roi hysbysiad o dan adran 173, adran 186 a chymal terfynu'r landlord pan fo gofynion statudol penodol wedi eu torri.
36. Caiff Gweinidogion Cymru ddiwygio Atodlen 9A drwy reoliadau. Mae'r weithdrefn gadarnhaol yn gymwys i unrhyw reoliadau o'r fath (gweler y diwygiad i adran 256 o Ddeddf 2016 yn Atodlen 6 i'r Ddeddf).

Adran 7 – Cyfyngiadau ar roi hysbysiadau landlord pellach o dan gontract safonol cyfnodol

37. Mae adran 7 yn mewnosod adran 177 newydd yn Neddf 2016. Roedd fersiwn flaenorol adran 177 o Ddeddf 2016 yn gosod cyfyngiad ar roi hysbysiad adran 173 pan na chydymffurfiwyd â gofynion sicrwydd a blaendal Deddf 2016. Gwneir darpariaeth ynglŷn â hyn bellach yn Atodlen 9A i Ddeddf 2016.
38. Mae'r adran 177(1), (2) a (3) newydd yn gymwys pan fo landlord:
 - a. wedi rhoi hysbysiad i ddeiliad y contract o dan adran 173 o Ddeddf 2016 (“yr hysbysiad adran 173 cyntaf”);
 - b. wedi tynnu'r hysbysiad adran 173 cyntaf yn ôl wedi hynny; ac

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29. Section 5(1)(b) of the Act removes section 196(2) and (3) from the 2016 Act. These provided that if the contract was a substitute occupation contract, the restriction imposed by section 196 applied from the occupation date of the original contract.
30. The amendment means that whether or not the contract is a substitute occupation contract is no longer relevant. The restriction imposed by section 196 will apply from the occupation date of each new fixed term standard contract agreed between the landlord and contract-holder.

Section 6 – Restrictions on giving notice under section 173 or 186 or under a landlord’s break clause: breaches of statutory obligations

31. Section 6(2), (3) and (4) of the Act inserts new sections 176, 186A and 197 into the 2016 Act. These sections each introduce new Schedule 9A to the 2016 Act (which is inserted by Schedule 2 to the Act).
32. New Schedule 9A to the 2016 Act contains certain restrictions on the giving of a notice under section 173, section 186 and a landlord’s break clause. These relate to breaches of statutory obligations.
33. Section 6(5) of the Act amends the 2019 Act. It inserts a new section 20 into the 2019 Act, which refers to new Schedule 9A to the 2016 Act. It also removes Schedule 3 to the 2019 Act from the 2019 Act itself. This is because Schedule 3 to the 2019 Act made amendments to the 2016 Act that are now replicated in new Schedule 9A or are no longer relevant to the 2016 Act.
34. Section 6(6) of the Act introduces Schedule 2 to the Act, which inserts new Schedule 9A into the 2016 Act.

Schedule 2 – New Schedule 9A to the 2016 Act

35. Schedule 2 to the Act inserts new Schedule 9A into the 2016 Act. Schedule 9A lists certain restrictions on the giving of a notice under section 173, section 186 and under a landlord’s break clause where there has been a breach of certain statutory requirements.
36. The Welsh Ministers can amend Schedule 9A by regulations. The affirmative procedure applies to any such regulations (see the amendment to section 256 of the 2016 Act in Schedule 6 to the Act).

Section 7 – Restrictions on giving further landlord’s notices under periodic standard contract

37. Section 7 inserts a new section 177 into the 2016 Act. The previous version of section 177 of the 2016 Act imposed a restriction on the giving of a section 173 notice where there had been a failure to comply with the security and deposit requirements of the 2016 Act. Provision about this is now made in Schedule 9A to the 2016 Act.
38. New section 177(1), (2) and (3) apply when a landlord:
 - a. has given the contract-holder a notice under section 173 of the 2016 Act (“the first section 173 notice”);
 - b. has then withdrawn the first section 173 notice; and

- c. am roi hysbysiad adran 173 pellach i ddeiliad y contract.
39. Ac eithrio yn y sefyllfa a ddisgrifir isod, ni chaiff y landlord roi hysbysiad adran 173 pellach i ddeiliad y contract am gyfnod o chwe mis. Mae'r cyfnod hwn yn dechrau â'r diwrnod y caiff yr hysbysiad adran 173 cyntaf ei dynnu'n ôl. Bwriedir i'r ddarpariaeth hon atal landlord rhag rhoi a thynnu'n ôl gyfres o hysbysiaid adran 173.
40. Fodd bynnag, o dan adran 177(3), caiff y landlord roi un hysbysiad adran 173 pellach i ddeiliad y contract os rhoddir yr hysbysiad yn ystod y cyfnod o 28 o ddiwrnodau sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad adran 173 cyntaf. Nod y ddarpariaeth hon yw darparu ar gyfer landlordiaid sydd wedi gwneud camgymeriad o ran yr hysbysiad adran 173 cyntaf.
41. Mae adran 180(3) o Ddeddf 2016 yn gwneud darpariaeth bellach ynghylch tynnu hysbysiad adran 173 yn ôl.
42. Mae'r adran 177(4) a (5) newydd yn gymwys pan fo landlord wedi rhoi hysbysiad adran 173 i ddeiliad y contract ond nad yw'r landlord wedi gwneud hawliad meddiant yn seiliedig ar yr hysbysiad adran 173 hwnnw o fewn y cyfnod ar gyfer gwneud yr hawliad o dan Ddeddf 2016.
43. Mae adran 179 o Ddeddf 2016 yn nodi'r cyfnod pan gaiff landlord wneud hawliad meddiant ar gyfer yr annedd ar ôl rhoi hysbysiad adran 173 i ddeiliad y contract.
44. O dan yr adran 177(4) a (5) newydd, os nad yw'r landlord yn gwneud yr hawliad meddiant o fewn y cyfnod hwn, ni chaiff y landlord roi hysbysiad adran 173 arall i ddeiliad y contract am gyfnod o chwe mis. Mae'r cyfnod hwn o chwe mis yn dechrau â'r diwrnod olaf y gallai'r landlord fod wedi gwneud yr hawliad meddiant o dan adran 179(1)(b) o Ddeddf 2016.

Adran 8 - Tynnu hysbysiad landlord o dan adran 173 ac o dan gymal terfynu'r landlord yn ôl

45. Mae adran 8(2) yn diwygio adran 180(3) o Ddeddf 2016, sy'n gwneud darpariaeth ynghylch pryd y mae hysbysiad o dan adran 173 yn peidio â chael effaith os yw'r landlord yn ei dynnu'n ôl. Nid yw adran 180(3) ond yn gymwys os yw'r landlord yn tynnu'r hysbysiad adran 173 yn ôl cyn i'r contract ddod i ben.
46. Er mwyn tynnu hysbysiad adran 173 yn ôl, rhaid i'r landlord roi hysbysiad i'r perwyl hwnnw i ddeiliad y contract, h.y. hysbysiad yn datgan bod yr hysbysiad adran 173 wedi ei dynnu'n ôl.
47. O dan y diwygiadau i adran 180(3) o Ddeddf 2016 a wneir gan adran 8(2) o'r Ddeddf, bydd pa un a fydd yr hysbysiad adran 173 yn peidio â chael effaith yn dibynnu ar bryd y rhoddir yr hysbysiad tynnu'n ôl a pha un a yw deiliad y contract yn gwrthwynebu tynnu'r hysbysiad adran 173 yn ôl.

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which received Royal Assent on 7 April 2021.*

- c. wants to give the contract-holder a further section 173 notice.
- 39. Apart from in the situation described below, the landlord cannot give the contract-holder a further section 173 notice for a period of six months. This period starts with the day on which the first section 173 notice is withdrawn. This provision is intended to prevent a landlord from giving and withdrawing a series of section 173 notices.
- 40. However, under section 177(3), the landlord is able to give one further section 173 notice to the contract-holder if it is given during the period of 28 days starting with the day on which the first section 173 notice was given. This provision is aimed at accommodating landlords that may have made a mistake with the first section 173 notice.
- 41. Section 180(3) of the 2016 Act makes further provision about the withdrawal of a section 173 notice.
- 42. New section 177(4) and (5) apply when a landlord has given the contract-holder a section 173 notice but the landlord has not made a possession claim based on that section 173 notice within the period for making the claim under the 2016 Act.
- 43. Section 179 of the 2016 Act sets out the period during which a landlord can make a claim for possession of the dwelling after giving the contract-holder a section 173 notice.
- 44. Under new section 177(4) and (5), if the landlord does not make the possession claim within this period, the landlord cannot give the contract-holder another section 173 notice for a period of six months. This six month period starts with the last day that the landlord could have made the possession claim under section 179(1)(b) of the 2016 Act.

Section 8 – Withdrawal of landlord’s notice under section 173 and under a landlord’s break clause

- 45. Section 8(2) amends section 180(3) of the 2016 Act, which makes provision about when a notice under section 173 ceases to have effect if it is withdrawn by the landlord. Section 180(3) only applies if the landlord withdraws the section 173 notice before the contract has ended.
- 46. In order to withdraw a section 173 notice, the landlord must give the contract holder a notice to that effect, i.e. a notice stating that the section 173 notice is withdrawn.
- 47. Under the amendments to section 180(3) of the 2016 Act by section 8(2) of the Act, whether the section 173 notice ceases to have effect will depend on when the notice of withdrawal is given and whether the contract-holder objects to the section 173 notice being withdrawn.

48. Os yw'r landlord yn tynnu'r hysbysiad adran 173 yn ôl o fewn 28 o ddiwrnodau i'r diwrnod y rhoddwyd yr hysbysiad adran 173, mae pa un a yw deiliad y contract yn gwrthwynebu ei dynnu'n ôl yn amherthnasol.
49. Os yw'r landlord yn tynnu'r hysbysiad adran 173 yn ôl ar ôl y cyfnod o 28 o ddiwrnodau o'r diwrnod y rhoddwyd yr hysbysiad adran 173, ni fydd yr hysbysiad adran 173 ond yn peidio â chael effaith os nad yw deiliad y contract yn gwrthwynebu ei dynnu'n ôl. Rhaid i'r gwrthwynebiad hwn fod mewn ysgrifen a rhaid ei wneud o fewn cyfnod rhesymol i roi'r hysbysiad tynnu'n ôl i ddeiliad y contract.
50. Mae adran 8(3) yn diwygio adran 201(3) o Ddeddf 2016, sy'n gwneud darpariaeth ynghylch pryd y mae hysbysiad a roddwyd o dan gymal terfynu'r landlord yn peidio â chael effaith os yw'r landlord yn ei dynnu'n ôl. Mae'r diwygiadau a wneir i adran 201(3) yn cyfateb i'r diwygiadau i adran 180(3) a ddisgrifir uchod ac maent yn cael yr un effaith â'r diwygiadau hynny.

Adran 9 – Cyfyngiad ar roi hysbysiad o dan adran 173 ac o dan gymal terfynu'r landlord yn dilyn hawliad meddiant dialgar

51. Mae adran 9(2) yn mewnosod adran 177A newydd yn Neddf 2016. Roedd y fersiwn flaenorol o adran 177A o Ddeddf 2016 yn gosod cyfyngiad ar roi hysbysiad adran 173 pan oedd y landlord yn torri darpariaethau penodol yn Neddf 2019. Gwneir darpariaeth ynghylch hyn yn awr yn Atodlen 9A i Ddeddf 2016.
52. Mae'r adran 177A newydd yn gwneud darpariaeth ar gyfer cyfyngiad pellach ar roi hysbysiad o dan adran 173.
53. Mae'n gymwys pan fo landlord yn gwneud hawliad meddiant ar y sail ei fod wedi rhoi hysbysiad adran 173 i ddeiliad y contract (gweler adran 178 o Ddeddf 2016) a bod y Llys yn gwrthod gwneud gorchymyn adennill meddiant am ei fod yn meddwl bod yr hawliad yn "hawliad dialgar" (gweler adran 217 o'r Ddeddf). Mae adran 177A yn darparu na chaiff y landlord roi hysbysiad adran 173 arall i ddeiliad y contract am gyfnod o 6 mis o'r diwrnod y gwrthododd y Llys wneud y gorchymyn adennill meddiant.
54. Mae adran 9(3) yn mewnosod adran 198 newydd yn Neddf 2016. Roedd yr adran 198 flaenorol o Ddeddf 2016 yn gosod cyfyngiad ar roi hysbysiad o dan gymal terfynu'r landlord pan oedd y landlord wedi methu â chydymffurfio â'r gofynion sicrwydd a blaendal a gynhwysir yn Neddf 2016. Gwneir darpariaeth ar gyfer hyn yn awr yn Atodlen 9A i Ddeddf 2016.
55. Mae'r adran 198 newydd yn gosod cyfyngiad pellach ar roi hysbysiad o dan gymal terfynu'r landlord, sy'n union yr un fath â'r cyfyngiad a osodir gan yr adran 177A newydd mewn perthynas â hysbysiadau adran 173 (a drafodir uchod).

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48. If the landlord withdraws the section 173 notice within 28 days of the day on which the section 173 notice was given, it is irrelevant whether the contract-holder objects to it being withdrawn.
49. If the landlord withdraws the section 173 notice after the period of 28 days from the day on which the section 173 notice was given, the section 173 notice will only cease to have effect if the contract-holder does not object to it being withdrawn. This objection must be in writing and must be made within a reasonable period of the notice of withdrawal being given to the contract-holder.
50. Section 8(3) amends section 201(3) of the 2016 Act, which makes provision about when a notice given under a landlord's break clause ceases to have effect if it is withdrawn by the landlord. The amendments made to section 201(3) are equivalent to and have the same effect as the amendments to section 180(3) described above.

Section 9 – Restriction on giving notice under section 173 and under a landlord's break clause following retaliatory possession claim

51. Section 9(2) inserts new section 177A into the 2016 Act. The previous version of section 177A of the 2016 Act imposed a restriction on the giving of a section 173 notice when the landlord was in breach of certain provisions of the 2019 Act. Provision about this is now made in Schedule 9A to the 2016 Act.
52. The new section 177A provides for a further restriction on the giving of a notice under section 173.
53. It applies where a landlord makes a possession claim on the ground that they have given the contract-holder a section 173 notice (see section 178 of the 2016 Act) and the Court refuses to make a possession order because it thinks the claim is a "retaliatory claim" (see section 217 of the Act). Section 177A provides that the landlord cannot give the contract-holder another section 173 notice for a period of 6 months from the day on which the Court refused to make the order for possession.
54. Section 9(3) inserts new section 198 into the 2016 Act. The previous section 198 of the 2016 Act imposed a restriction on the giving of a notice under a landlord's break clause where the landlord had failed to comply with the security and deposit requirements contained in the 2016 Act. Provision about this is now made in Schedule 9A to the 2016 Act.
55. The new section 198 imposes a further restriction on the giving of a notice under a landlord's break clause, identical to that imposed by new section 177A in relation to section 173 notices (discussed above).

Adran 10 - Hysbysiad mewn cysylltiad â diwedd cyfnod contractau safonol cyfnod penodol wedi ei gyfyngu i gontractau penodol

56. Mae'r adran hon yn diwygio adran 186 o Ddeddf 2016 fel bod y gallu i ddod â chontractau safonol cyfnod penodol i ben drwy roi hysbysiad o dan adran 186 wedi ei gyfyngu i'r mathau hynny o gontractau a restrir yn yr Atodlen 9B newydd i Ddeddf 2016.
57. Mae adran 10(3) yn cyflwyno Atodlen 3 i'r Ddeddf, sy'n mewnosod Atodlen 9B newydd yn Neddf 2016.

Atodlen 3 - Atodlen 9B newydd i Ddeddf 2016

58. Mae'r Atodlen 9B newydd yn rhestru'r contractau safonol cyfnod penodol hynny y gellir eu terfynu drwy roi hysbysiad o dan adran 186 o Ddeddf 2016. Dyma'r disgrifiadau o gontractau yr ystyrir ei bod yn rhesymol i landlord allu cael mwy o sicrwydd oddi tanynt o ran y gallu i adennill meddiant, o gymharu â chontractau cyfnod penodol yn gyffredinol. Mae'r disgrifiadau hyn o gontractau yn cynnwys: contract safonol â chymorth (mewn perthynas â llety â chymorth - gweler adran 143 o Ddeddf 2016); llety dros dro i bersonau digartref; a meddiannaeth yn rhinwedd swydd (pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth).
59. Caniateir diwygio Atodlen 9B drwy reoliadau yn rhinwedd paragraff 11 o'r Atodlen honno. Mae unrhyw reoliadau a wneir o dan y paragraff hwnnw yn ddarostyngedig i'r weithdrefn gadarnhaol (gweler y diwygiad i adran 256 o Ddeddf 2016 yn Atodlen 6 i'r Ddeddf).

Adran 11 - Cyfyngu cymal terfynu'r landlord i gontractau safonol cyfnod penodol penodedig

60. Mae'r adran hon yn diwygio adran 194 o Ddeddf 2016 fel mai dim ond mewn contract safonol cyfnod penodol am gyfnod o ddwy flynedd neu ragor, neu mewn contract safonol cyfnod penodol o ddisgrifiad a restrir yn yr Atodlen 9C newydd i Ddeddf 2016, y caniateir ymgorffori cymal terfynu'r landlord.
61. Mewnosodir yr Atodlen 9C newydd i Ddeddf 2016 gan Atodlen 4 i'r Ddeddf. Mae adran 11(2) o'r Ddeddf yn cyflwyno Atodlen 4 i'r Ddeddf.

Atodlen 4 - Atodlen 9C newydd i Ddeddf 2016

62. Mae'r Atodlen 9C newydd yn rhestru'r contractau safonol cyfnod penodol hynny a gaiff gynnwys cymal terfynu'r landlord pa un a ydynt wedi eu gwneud am gyfnod o ddwy flynedd neu ragor ai peidio. Dyma'r disgrifiadau o gontractau safonol cyfnod penodol yr ystyrir ei bod yn rhesymol i landlord allu rhoi hysbysiad o dan gymal terfynu oddi tanynt yn ystod dwy flynedd gyntaf y contract. Mae'r disgrifiadau o gontractau yn cynnwys: contract safonol â chymorth (mewn perthynas â llety â chymorth - gweler adran 143 o Ddeddf 2016); llety dros dro i bersonau digartref; a meddiannaeth yn rhinwedd swydd (pan fo'n ofynnol i ddeiliad y contract feddiannu'r annedd yn ôl ei gontract cyflogaeth).

Section 10 – Notice in connection with end of term of fixed term standard contracts restricted to certain contracts

56. This section amends section 186 of the 2016 Act so that the ability to end fixed term standard contracts by the giving of a notice under section 186 is limited to those types of contracts listed in new Schedule 9B to the 2016 Act.
57. Section 10(3) introduces Schedule 3 to the Act, which inserts new Schedule 9B into the 2016 Act.

Schedule 3 – New Schedule 9B to the 2016 Act

58. New Schedule 9B lists those fixed term standard contracts that can be ended by giving notice under section 186 of the 2016 Act. These are descriptions of contracts under which it is considered reasonable for a landlord to have greater certainty over the ability to regain possession, in comparison to fixed term contracts generally. These contract descriptions include: a supported standard contract (in relation to supported accommodation - see section 143 of the 2016 Act); temporary accommodation for homeless persons; and service occupancies (where the contract-holder is required to occupy the dwelling under his or her contract of employment).
59. Schedule 9B may be amended by regulations by virtue of paragraph 11 of that Schedule. Any regulations made under that paragraph are subject to the affirmative procedure (see the amendment to section 256 of the 2016 Act in Schedule 6 to the Act).

Section 11 – Landlord’s break clause restricted to certain fixed term standard contracts

60. This section amends section 194 of the 2016 Act so that a landlord’s break clause may only be incorporated in a fixed term standard contract for a term of two years or more, or a fixed term standard contract of a description listed in new Schedule 9C to the 2016 Act.
61. New Schedule 9C to the 2016 Act is inserted by Schedule 4 to the Act. Section 11(2) of the Act introduces Schedule 4 to the Act.

Schedule 4 – New Schedule 9C to the 2016 Act

62. New Schedule 9C lists those fixed term standard contracts that can contain a landlord’s break clause whether or not they are made for a term of two years or more. These are descriptions of fixed term standard contracts under which it is considered reasonable for a landlord to be able to give notice under a break clause in the first two years of the contract. The contract descriptions include: a supported standard contract (in relation to supported accommodation - see section 143 of the 2016 Act); temporary accommodation for homeless persons; and service occupancies (where the contract-holder is required to occupy the dwelling under his or her contract of employment).

63. Caniateir diwygio Atodlen 9C drwy reoliadau yn rhinwedd paragraff 11 o'r Atodlen honno. Mae unrhyw reoliadau a wneir o dan y paragraff hwnnw yn ddarostyngedig i'r weithdrefn penderfyniad cadarnhaol (gweler y diwygiad i adran 256 o Ddeddf 2016 yn Atodlen 6 i'r Ddeddf).

Adran 12 - Cais y landlord i amrywio telerau contract safonol cyfnodol: dileu'r weithdrefn hysbysu ychwanegol

64. Mae'r adran hon yn dileu adran 126 o Ddeddf 2016 ac yn gwneud diwygiadau canlyniadol i adrannau 125 a 173 o Ddeddf 2016.
65. Mae adran 126 o Ddeddf 2016 yn nodi gweithdrefn sy'n caniatáu i landlord amrywio telerau contract safonol cyfnodol (ac eithrio mewn perthynas â swm y rhent neu gydnabyddiaeth arall) drwy roi hysbysiad. Yn ddarostyngedig i ofynion penodol, roedd adran 126 yn galluogi'r landlord i wneud hawliad meddiant fel pe bai wedi rhoi hysbysiad adran 173 i ddeiliad y contract, os nad oedd deiliad y contract yn cydsynio i'r amrywiad a gynigiwyd gan y landlord.
66. O ganlyniad i'r diwygiad hwn, ni ellir amrywio telerau contract safonol cyfnodol (ac eithrio mewn perthynas â'r rhent neu gydnabyddiaeth arall) ond drwy gytundeb rhwng y landlord a deiliad y contract. (Gweler adrannau 123 a 124 o Ddeddf 2016 ar gyfer y darpariaethau ar amrywio'r rhent neu gydnabyddiaeth arall mewn contract safonol cyfnodol).

Adran 13 - Pŵer i gyfyngu'r hawl i wahardd deiliad contract o annedd am gyfnodau penodedig

67. Mae'r adran hon yn diwygio adrannau 121 a 133 o Ddeddf 2016.
68. Mae adran 121 o Ddeddf 2016 yn datgan y caiff contract safonol cyfnodol ddarparu nad oes gan ddeiliad y contract hawlogaeth i feddiannu'r annedd fel cartref am gyfnodau penodedig. Mae adran 133 o Ddeddf 2016 yn cynnwys darpariaeth sy'n union yr un fath mewn perthynas â chontractau safonol cyfnod penodol.
69. Mae adran 13 o'r Ddeddf yn mewnosod is-adran (3) newydd yn adrannau 121 a 133 ill dwy o Ddeddf 2016. Mae'r is-adran (3) newydd, yn y ddwy adran, yn darparu pŵer i Weinidogion Cymru wneud rheoliadau er mwyn diwygio Ddeddf 2016 at y dibenion a restrir ym mharagraffau (a) i (e) o'r is-adran (3) a fewnosodir. Mae'r rhain yn ymwneud â sut y mae adrannau 121 a 133 o Ddeddf 2016 yn gymwys ac, yn arbennig, y caniateir defnyddio rheoliadau o dan y pwerau newydd hyn i gyfyngu ar yr hawl i gynnwys darpariaeth mewn contract meddiannaeth ynghylch gwahardd deiliad y contract o'r annedd dros dro.
70. Mae rheoliadau o dan y pwerau hyn yn ddarostyngedig i'r weithdrefn gadarnhaol (gweler y diwygiad i adran 256 o Ddeddf 2016 yn Atodlen 6 i'r Ddeddf).

Adran 14 - Diwygiadau amrywiol i Ddeddf 2016

71. Mae adran 14 yn cyflwyno Atodlen 5 i'r Ddeddf, sy'n gwneud diwygiadau amrywiol i Ddeddf 2016.

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63. Schedule 9C may be amended by regulations by virtue of paragraph 11 of that Schedule. Any regulations made under that paragraph are subject to the affirmative resolution procedure (see the amendment to section 256 of the 2016 Act in Schedule 6 to the Act).

Section 12 – Landlord’s request to vary periodic standard contract terms: removal of additional notice procedure

64. This section removes section 126 from the 2016 Act and makes consequential amendments to sections 125 and 173 of the 2016 Act.
65. Section 126 of the 2016 Act sets out a procedure for the landlord to vary the terms of a periodic standard contract (other than in relation to the amount of rent or other consideration) by notice. Subject to certain requirements, section 126 enabled the landlord to make a possession claim as if they had given the contract-holder a section 173 notice if the contract-holder did not consent to the variation proposed by the landlord.
66. As a result of this amendment, the terms of a periodic standard contract (other than in relation to rent or other consideration) can only be varied by agreement between the landlord and the contract-holder. (See sections 123 and 124 of the 2016 Act for the provisions on variation of rent or other consideration in a periodic standard contract).

Section 13 – Power to restrict right to exclude contract-holder from dwelling for specified periods

67. This section amends sections 121 and 133 of the 2016 Act.
68. Section 121 of the 2016 Act states that a periodic standard contract can provide that the contract-holder is not entitled to occupy the dwelling as a home for specified periods. Section 133 of the 2016 Act contains identical provision in relation to fixed term standard contracts.
69. Section 13 of the Act inserts a new subsection (3) into each of sections 121 and 133 of the 2016 Act. New subsection (3), in both sections, provides the Welsh Ministers with a regulation making power to amend the 2016 Act for the purposes listed in paragraphs (a) to (e) of the inserted subsection (3). These relate to how sections 121 and 133 of the 2016 Act apply, and in particular, regulations under these new powers may be used to restrict the right to include in an occupation contract provision about the temporary exclusion of the contract-holder from the dwelling.
70. Regulations under these powers are subject to the affirmative procedure (see the amendment to section 256 of the 2016 Act in Schedule 6 to the Act).

Section 14 – Miscellaneous amendments to the 2016 Act

71. Section 14 introduces Schedule 5 to the Act, which makes various miscellaneous amendments to the 2016 Act.

Atodlen 5 - Diwygiadau amrywiol i Ddeddf 2016

72. Mae'r diwygiadau a ganlyn wedi eu cynnwys yn Atodlen 5:

- mae'r prawf sydd i'w gymhwyso wrth ystyried ymgorffori ac addasu telerau sylfaenol wedi ei ddiwygio. Nid yw'r cwestiwn o ba un a ganiateir newid sy'n ymwneud â theler sylfaenol ai peidio yn ymwneud yn benodol â "barn deiliad y contract" mwyach;
- mae cyfeiriadau at y "dyddiad perthnasol" yn adrannau 110, 129 a 137 wedi eu diwygio er mwyn sicrhau bod y darpariaethau yn gweithio'n gywir gydag adrannau 36 a 37;
- darpariaethau i sicrhau y gall tenantiaethau diogel sy'n denantiaethau cymdeithas dai ddod yn contractau meddiannaeth;
- ychwanegu pŵer i wneud rheoliadau at Ddeddf 2016 i ganiatáu i Weinidogion Cymru wneud darpariaeth ynghylch tenantiaethau a thrwyddedau sydd wedi eu diddymu gan adran 239 o Ddeddf 2016, er mwyn gwneud darpariaeth ynghylch tenantiaethau a thrwyddedau nad ydynt yn contractau meddiannaeth ac nad ydynt yn gallu bod yn contractau o'r fath, ac er mwyn caniatáu i Weinidogion Cymru wneud darpariaeth mewn perthynas â diwedd cyfnod tenantiaeth hir;
- mae'r ymadrodd "sy'n gyfan gwbl" wedi ei hepgor o'r diffiniad o "annedd" yn Deddf 2016, fel bod y diffiniad yn gyson â deddfwriaeth arall ym maes tai sy'n gymwys i anheddau yng Nghymru neu yn Lloegr;
- mae'r pŵer i wneud diwygiadau canlyniadol a diwygiadau eraill mewn cysylltiad â Deddf 2016 wedi ei ehangu i gynnwys deddfwriaeth a wneir ar unrhyw adeg ar ôl i Ddeddf 2016 gael y Cydsyniad Brenhinol;
- diwygiad sy'n egluro pryd y caiff contract meddiannaeth ar gyfer llety myfyrwyr a wneir gyda landlord cymunedol neu a fabwysiedir ganddo fod yn contract safonol; ac
- mae'r Atodlen hefyd yn gwneud mân ddiwygiadau i destun Cymraeg Deddf 2016.

Adran 15 - Taliadau gwasanaeth a ganiateir gan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 etc.

73. Mae'r adran hon yn gwneud diwygiadau amrywiol i Ddeddf 2019 sy'n ymwneud â thaliadau gwasanaeth o dan contractau meddiannaeth safonol penodol. Mae hefyd yn gwneud diwygiadau i Reoliadau Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (Darpariaeth Drosiannol ar gyfer Tenantiaethau Byrddaliadol Sigr) 2019 (O.S. 2019/1151) ("y rheoliadau trosiannol").

74. Mae Deddf 2019 yn ei gwneud yn drosedd i landlord neu asiant gosod eiddo wneud taliad gwaharddedig yn ofynnol o dan contract meddiannaeth safonol, neu mewn cysylltiad â chontract o'r fath. Nid yw taliad yn daliad gwaharddedig os yw'n daliad a ganiateir o fewn Atodlen 1 i Ddeddf 2019 (gweler Rhan 2 o Ddeddf 2019 ac Atodlen 1 iddi).

75. Mae darpariaethau Deddf 2019 yn gymwys i contractau meddiannaeth safonol. Mae'r rheoliadau trosiannol yn cymhwyso'r gofynion hynny i denantiaethau byrddaliadol sigr, hyd nes y caiff Deddf 2016 ei gweithredu. Ar y diwrnod a bennir gan Weinidogion Cymru, caiff y rhan fwyaf o denantiaethau byrddaliadol sigr eu trosi'n contractau meddiannaeth safonol (gweler adrannau 239 i 241 o Ddeddf 2016 ac Atodlen 12 iddi).

Schedule 5 – Miscellaneous amendments to the 2016 Act

72. The following amendments are included in Schedule 5:

- the test to be applied when considering the incorporation and modification of fundamental terms is amended. The question of whether a change relating to a fundamental term is permissible is no longer expressly related to ‘the contract-holder’s opinion’;
- references to “the relevant date” in sections 110, 129 and 137 are amended to ensure the provisions work correctly with sections 36 and 37;
- provisions to ensure that secure tenancies which are housing association tenancies can become occupation contracts;
- to add a regulation making power to the 2016 Act to allow the Welsh Ministers to make provision about tenancies and licences that are abolished by section 239 of the 2016 Act, to make provision about tenancies and licences that are not and cannot be occupation contracts, and to allow the Welsh Ministers to make provision in relation to the end of the term of a long tenancy;
- the word ‘wholly’ is omitted from the definition of “dwelling” in the 2016 Act, to make it consistent with other housing legislation applying in relation to dwellings in Wales or dwellings in England;
- the power to make consequential and other amendments in respect of the 2016 Act is broadened to include legislation made at any time after the 2016 Act received Royal Assent;
- an amendment to clarify when an occupation contract of student accommodation made with or adopted by a community landlord can be a standard contract; and
- the Schedule also makes minor amendments to the Welsh text of the 2016 Act.

Section 15 – Service charges permitted by the Renting Homes (Fees etc.) (Wales) Act 2019 etc.

73. This section makes various amendments to the 2019 Act that relate to service charges under certain standard occupation contracts. It also makes amendments to the Renting Homes (Fees etc.) (Wales) Act 2019 (Transitional Provision for Assured Shorthold Tenancies) Regulations 2019 (S.I. 2019/1151) (“the transitional regulations”).

74. The 2019 Act makes it a criminal offence for a landlord or letting agent to require a prohibited payment under or in connection with a standard occupation contract. A payment is not a prohibited payment if it is a permitted payment within Schedule 1 to the 2019 Act (see Part 2 and Schedule 1 to the 2019 Act).

75. The provisions of the 2019 Act apply to standard occupation contracts. The transitional regulations apply these requirements to assured shorthold tenancies, pending the implementation of the 2016 Act. On the day to be appointed by the Welsh Ministers, most assured shorthold tenancies will convert into standard occupation contracts (see sections 239 to 241 and Schedule 12 to the 2016 Act).

76. Mae adran 15(2) o'r Ddeddf yn mewnosod paragraff 10A newydd yn Atodlen 1 i Ddeddf 2019. Mae'r diwygiad hwn yn darparu bod tâl gwasanaeth yn daliad a ganiateir at ddibenion Deddf 2019 os yw'n ofynnol o dan gontract meddiannaeth safonol a bod y landlord yn landlord cymunedol, neu os yw'r contract meddiannaeth safonol yn gontract safonol â chymorth (o fewn ystyr adran 143 o Ddeddf 2016).
77. Fodd bynnag, bydd tâl gwasanaeth sy'n ofynnol gan landlord cymunedol o dan gontract meddiannaeth safonol ar gyfer llety nad yw'n llety cymdeithasol (o fewn ystyr paragraff 15 o Atodlen 3 i Ddeddf 2016) yn parhau i fod yn daliad gwaharddedig o dan Ddeddf 2019.
78. Mae adran 15(3) o'r Ddeddf yn gwneud diwygiadau i'r rheoliadau trosiannol fel bod y newid hefyd yn gymwys mewn perthynas â thenantiaethau byrddaliadol sicr. Cyflawnir hyn drwy addasu'r ffordd y caiff y paragraff 10A newydd ei ddarllen mewn perthynas â thenantiaethau byrddaliadol sicr.
79. Effaith y diwygiadau yw bod tâl gwasanaeth yn daliad a ganiateir at ddibenion Deddf 2019 os yw'n ofynnol o dan denantiaeth fyrddaliadol sicr a bod y landlord yn landlord cymunedol, neu os yw'r denantiaeth fyrddaliadol sicr yn ymwneud â llety â chymorth (o fewn yr ystyr a roddir gan is-baragraffau (3A) a (3B) o'r paragraff 10A newydd a addaswyd).
80. Nid yw taliad gwasanaeth sy'n ofynnol o dan denantiaeth fyrddaliadol sicr pan fo'r landlord yn landlord cymunedol yn daliad a ganiateir, fodd bynnag, os nad oedd y rheolau dyrannu (o fewn ystyr paragraff 15 o Atodlen 3 i Ddeddf 2016) yn gymwys i wneud y denantiaeth.
81. Mae adran 15(4) o'r Ddeddf yn datgan bod y diwygiadau a wneir gan adran 15(1), (2) a (3) o'r Ddeddf i'w trin fe pe baent wedi dod i rym ar 1 Medi 2019. Dyma'r dyddiad y daeth Deddf 2019 i rym. Ceir dau eithriad i hyn.
82. O dan y rheoliadau trosiannol, mae Deddf 2019 wedi ei haddasu fel na chaiff hysbysiad o dan adran 21 o Ddeddf Tai 1988, mewn perthynas â thenantiaeth fyrddaliadol sicr, gael ei roi ar adeg pan fo taliad gwaharddedig wedi ei wneud a heb ei ad-dalu.
83. Mae adran 15(4)(a) o'r Ddeddf yn darparu bod unrhyw hysbysiad o'r fath a roddwyd yn groes i'r cyfyngiad hwn cyn i adran 15 o'r Ddeddf ddod i rym yn parhau i gael ei drin fel pe bai wedi ei roi yn groes i'r cyfyngiad hwnnw.
84. O dan adran 22(1) o Ddeddf 2019, mae'n bosibl cael gorchymyn oddi wrth y Llys i adennill taliad gwaharddedig. Mae adran 15(4)(b) o'r Ddeddf yn darparu, os cafodd gorchymyn o'r fath ei wneud cyn i adran 15 o'r Ddeddf ddod i rym, ei fod yn parhau i gael effaith.

*These notes refer to the Renting Homes (Amendment) (Wales) Act 2021 (asc 3)
which received Royal Assent on 7 April 2021.*

76. Section 15(2) of the Act inserts new paragraph 10A into Schedule 1 to the 2019 Act. This amendment provides that the payment of a service charge is a permitted payment for the purposes of the 2019 Act if it is required under a standard occupation contract and the landlord is a community landlord, or the standard occupation contract is a supported standard contract (within the meaning of section 143 of the 2016 Act).
77. However, a service charge required by a community landlord under a standard occupation contract for accommodation that is not social accommodation (within the meaning of paragraph 15 of Schedule 3 to the 2016 Act) will continue to be a prohibited payment under the 2019 Act.
78. Section 15(3) of the Act makes amendments to the transitional regulations so that the change also applies in relation to assured shorthold tenancies. This is achieved by modifying the way in which new paragraph 10A is read in relation to assured shorthold tenancies.
79. The effect of the amendments are that the payment of a service charge is a permitted payment for the purposes of the 2019 Act if it is required under an assured shorthold tenancy and the landlord is a community landlord, or the assured shorthold tenancy relates to supported accommodation (within the meaning given by sub-paragraphs (3A) and (3B) of the modified new paragraph 10A).
80. However, a service charge required under an assured shorthold tenancy where the landlord is a community landlord is not a permitted payment if the allocation rules (within the meaning of paragraph 15 of Schedule 3 to the 2016 Act) did not apply to the making of the tenancy.
81. Section 15(4) of the Act states that the amendments made by section 15(1), (2) and (3) of the Act are treated as if they came into force on 1 September 2019. This is the date on which the 2019 Act came into force. There are two exceptions.
82. Under the transitional regulations, the 2019 Act is modified so that a notice under section 21 of the Housing Act 1988, in relation to an assured shorthold tenancy, cannot be given at a time when a prohibited payment has been made and not refunded.
83. Section 15(4)(a) of the Act provides that any such notice given in breach of this restriction before the coming into force of section 15 of the Act continues to be treated as having been given in breach of the restriction.
84. Under section 22(1) of the 2019 Act, it is possible to obtain an order from the Court for the recovery of a prohibited payment. Section 15(4)(b) of the Act provides that if such an order was made before the coming into force of section 15 of the Act, it continues to have effect.

85. Mae adran 15(5) a (6) o'r Ddeddf yn gosod cyfyngiad ar roi hysbysiad o dan adran 21 o Ddeddf Tai 1988. Ni chaniateir rhoi hysbysiad o'r fath am gyfnod o chwe mis os yw, yn ystod y cyfnod rhwng 1 Medi 2019 a'r adeg y mae adran 15 o'r Ddeddf yn dod i rym:
- (a) landlord o dan denantiaeth fyrddaliadol sicr wedi ei gwneud yn ofynnol i dâl gwasanaeth gael ei dalu, a
 - (b) o ganlyniad i'r ffaith bod y diwygiadau a wneir gan adran 15(1), (2) a (3) o'r Ddeddf yn cael eu trin fel pe baent wedi dod i rym ar 1 Medi 2019, y taliad sy'n ofynnol gan y landlord yn daliad a ganiateir o dan Ddeddf 2019.
86. Mae'r cyfyngiad am gyfnod o chwe mis yn gymwys o'r diwrnod y mae adran 15 o'r Ddeddf yn dod i rym, sef drannoeth y diwrnod y cafodd y Ddeddf y Cydsyniad Brenhinol.

Adran 16 – Ffi am gopi pellach o ddatganiad ysgrifenedig i fod yn daliad a ganiateir

87. O dan adran 31(5) o Ddeddf 2016, caiff landlord godi ffi resymol am ddarparu copi pellach o'r datganiad ysgrifenedig o'r contract meddiannaeth. Mae adran 16 o'r Ddeddf yn mewnosod paragraff 10B newydd yn Atodlen 1 i Ddeddf 2019 fel bod talu'r ffi hon yn daliad a ganiateir o dan Ddeddf 2019.

Adrannau 17 i 20 ac Atodlen 6 – Cyffredinol

88. Mae adrannau 17 i 20 yn ymdrin â dehongli, mân ddiwygiadau a diwygiadau canlyniadol, cychwyn ac enw byr y Ddeddf. Caiff adrannau 18 a 19, ac Atodlen 6, eu hystyried isod.

Adran 18 – Mân ddiwygiadau a diwygiadau canlyniadol

89. Mae adran 18 yn cyflwyno Atodlen 6 i'r Ddeddf, sy'n gwneud mân ddiwygiadau a diwygiadau canlyniadol i Ddeddf 2016 a Ddeddf 2019.

Atodlen 6 – Mân ddiwygiadau a diwygiadau canlyniadol

90. Mae Atodlen 6 yn darparu ar gyfer diwygiadau sy'n ganlyniadol i'r newidiadau a wneir gan y Ddeddf, neu sy'n gwneud mân ddiwygiadau i Ddeddf 2016; yn achos Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019, mae'r diwygiadau yn ymwneud â gweithredu Ddeddf 2016. Caiff y diwygiadau i Ddeddf 2019 eu cychwyn drwy orchymyn gan Weinidogion Cymru.

Adran 19 – Dod i rym

91. Mae'r adran hon yn nodi sut y daw darpariaethau'r Ddeddf hon i rym. Daw'r rhan fwyaf o ddarpariaethau'r Ddeddf hon i rym ddau fis ar ôl y diwrnod y caiff y Ddeddf y Cydsyniad Brenhinol; daw'r darpariaethau sy'n ymwneud â dehongli, cychwyn a'r enw byr i rym drannoeth y diwrnod y caiff y Ddeddf y Cydsyniad Brenhinol. Caiff cychwyn adran 15 a pharagraff 28 o Atodlen 6 ei drafod uchod.

*These notes refer to the Renting Homes (Amendment) (Wales) Act 2021 (asc 3)
which received Royal Assent on 7 April 2021.*

85. Section 15(5) and (6) of the Act imposes a restriction on the giving of a notice under section 21 of the Housing Act 1988. Such a notice cannot be given for a period of six months if, during the period from 1 September 2019 to the coming into force of section 15 of the Act:
- (a) a landlord under an assured shorthold tenancy has required the payment of a service charge, and
 - (b) as a result of the amendments made by section 15(1), (2) and (3) of the Act being treated as if they came into force on 1 September 2019, the payment required by the landlord is a permitted payment under the 2019 Act.
86. The six month restriction applies from the day on which section 15 of the Act comes into force, which is the day after the day on which the Act received Royal Assent.

Section 16 – Fee for further copy of written statement to be a permitted payment

87. Under section 31(5) of the 2016 Act, a landlord can charge a reasonable fee for providing a further copy of the written statement of the occupation contract. Section 16 of the Act inserts new paragraph 10B into Schedule 1 to the 2019 Act so that the payment of this fee is a permitted payment under the 2019 Act.

Sections 17 to 20 and Schedule 6 – General

88. Sections 17 to 20 deal with interpretation, minor and consequential amendments, commencement and the short title of the Act. Sections 18 and 19, and Schedule 6, are considered below.

Section 18 – Minor and consequential amendments

89. Section 18 introduces Schedule 6 to the Act, which makes minor and consequential amendments to the 2016 Act and 2019 Act.

Schedule 6 – Minor and consequential amendments

90. Schedule 6 provides for amendments which are consequential on the changes being made by the Act, or which make minor amendments to the 2016 Act; in the case of the Renting Homes (Fees etc.) (Wales) Act 2019, the amendments relate to the implementation of the 2016 Act. The amendments to the 2019 Act are commenced by order by the Welsh Ministers.

Section 19 – Coming into force

91. This section sets out how the provisions of this Act come into force. Most of the provisions of this Act come into force two months after the day on which the Act receives Royal Assent; the interpretation, commencement and short title provisions come into force on the day after the Act receives Royal Assent. The commencement of section 15 and paragraph 28 of Schedule 6 are discussed above.

*Mae'r nodiadau hyn yn cyfeirio at Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 (dsc 3)
a gafodd y Cydsyniad Brenhinol ar 7 Ebrill 2021.*

COFNOD Y TRAFODION YN SENEDD CYMRU

92. Mae'r tabl a ganlyn yn nodi'r dyddiadau ar gyfer pob cyfnod o hynt y Ddeddf drwy'r Senedd. Gellir cael Cofnod y Trafodion a rhagor o wybodaeth am hynt y Ddeddf hon ar wefan y Senedd ar:

<https://busnes.senedd.cymru/mgIssueHistoryHome.aspx?IId=27569>

Cyfnod	Dyddiad
Cyflwynwyd	10 Chwefror 2020
Cyfnod 1 - Dadl	13 Hydref 2020
Cyfnod 2 Pwyllgor Craffu - ystyried y gwelliannau	27 Tachwedd 2020
Cyfnod 3 Cyfarfod Llawn - ystyried y gwelliannau	10 Chwefror 2021
Cyfnod 4 Cymeradwywyd gan y Senedd	23 Chwefror 2021
Y Cydsyniad Brenhinol	7 Ebrill 2021

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*These notes refer to the Renting Homes (Amendment) (Wales) Act 2021 (asc 3)
which received Royal Assent on 7 April 2021.*

RECORD OF PROCEEDINGS IN SENEDD CYMRU

92. The following table sets out the dates for each stage of the Act's passage through the Senedd. The Record of Proceedings and further information on the passage of this Act can be found on the Senedd's website at:
<https://business.senedd.wales/mgIssueHistoryHome.aspx?IId=27569>

Stage	Date
Introduced	10 February 2020
Stage 1 - Debate	13 October 2020
Stage 2 Scrutiny Committee - consideration of amendments	27 November 2020
Stage 3 Plenary - consideration of amendments	10 February 2021
Stage 4 Approved by the Senedd	23 February 2021
Royal Assent	7 April 2021

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