



OFFERYNNAU STATUDOL
CYMRU

2019 Rhif 1279 (Cy. 223)

**LANDLORD A THENANT,
CYMRU**

DALIADAU AMAETHYDDOL

Rheoliadau Amaethyddiaeth
(Cymalau Enghreifftiol ar gyfer
Cyfarpar Sefydlog) (Cymru) 2019

NODYN ESBONIADOL

(Nid yw'r nodyn hwn yn rhan o'r Rheoliadau)

Mae'r Rheoliadau hyn yn dirymu ac yn disodli Rheoliadau Amaethyddiaeth (Cynnal a Chadw, Atgyweirio ac Yswirio Cyfarpar Sefydlog) 1973 ("Rheoliadau 1973") o ran Cymru. Maent yn rhagnodi telerau, a nodir yn Atodlen 1, o ran cynnal a chadw, atgyweirio ac yswirio cyfarpar sefydlog y bernir eu bod wedi eu hymgorffori ym mhob contract tenantiaeth daliad amaethyddol, ac eithrio pan fyddant yn gosod atebolrwydd ar un o'r partïon i gytundeb ysgrifenedig sydd wedi ei osod ar y llall o dan y cytundeb. Mae Atodlen 1 yn rhannu rhwng landlord a thenant daliad y cyfrifoldeb am gynnal a chadw, atgyweirio ac yswirio cyfarpar sefydlog, ac yn gosod atebolrwyddau penodedig penodol ar bob parti o ran y materion hynny.

Mae'r prif newidiadau i Reoliadau 1973 fel a ganlyn, ac mae'r cyfeiriadau at baragraffau yn Atodlen 1.

Ychwanegwyd eitemau penodol i rwymedigaethau'r landlord o ran cynnal a chadw ac amnewid cyffredinol o dan baragraff 1, gan gynnwys atgyweirio ac amnewid y system cyflenwi trydan. Ychwanegwyd at y rhestr o eitemau y caiff y landlord adennill un hanner o'r gost ar eu cyfer oddi wrth y tenant (paragraff 7).

Ychwanegwyd eitemau penodol i rwymedigaethau'r tenant o ran atgyweirio a chynnal a chadw cyffredinol o dan baragraffau 9 ac 11, gan gynnwys cyfarpar sefydlog sy'n cynhyrchu gwres neu bŵer a systemau slyri, systemau silwair a systemau elifion.

WELSH STATUTORY
INSTRUMENTS

2019 No. 1279 (W. 223)

**LANDLORD AND TENANT,
WALES**

AGRICULTURAL HOLDINGS

The Agriculture (Model Clauses for Fixed Equipment) (Wales) Regulations 2019

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations revoke and replace, in relation to Wales, the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations 1973 (the "1973 Regulations"). They prescribe terms, set out in Schedule 1, as to the maintenance, repair and insurance of fixed equipment which are deemed to be incorporated in every contract of tenancy of an agricultural holding except where they would impose on one of the parties to a written agreement a liability which under the agreement is imposed on the other. Schedule 1 divides between the landlord and the tenant of a holding the responsibility for maintaining, repairing and insuring fixed equipment, and imposes upon each party certain specific liabilities in regard to those matters.

The main changes to the 1973 Regulations are as follows, references being to paragraphs in Schedule 1.

Certain items have been added to the general repair and replacement obligations of the landlord under paragraph 1 including the repair and replacement of the electrical supply system. The list of items in respect of which the landlord may recover one-half cost from the tenant has been extended (paragraph 7).

Certain items have been added to the general repair and maintenance obligations of the tenant under paragraphs 9 and 11 including fixed equipment generating heat or power and slurry, silage and effluent systems.

Estynnwyd yr amgylchiadau y caiff y tenant gyflawni gwaith atgyweirio neu amnewid y mae'r landlord yn atebol amdanyst o dan baragraff 12 fel y caiff y tenant atgyweirio synwyryddion Tân, synwyryddion carbon monocsid a phibellau dŵr tanddaearol heb gyflwyno hysbysiad i'r landlord. (Gweler hefyd baragraffau 14(3)(b) ac (c)).

Mae'r terfyn ar atebolrwydd y tenant o ran amnewid teils to neu lechi to wedi ei gynyddu o £100 i £500 (paragraff 9(2)(e)).

Mae paragraffau 6, 13 a 17 yn cynnwys darpariaeth ar gyfer penderfynu gan drydydd parti fel dewis amgen i gymrodeddu.

Mae rheoliad 3 yn rhagnodi terfynau amser at ddibenion adran 9 o Ddeddf Daliadau Amaethyddol 1986. Mae rheoliad 4 ac Atodlen 2 yn cynnwys dirymiadau.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru ar gynnal Asesiadau Effaith Rheoleiddiol mewn perthynas â'r Rheoliadau hyn. O ganlyniad, lluniwyd Asesiad Effaith Rheoleiddiol o'r costau a'r manteision sy'n debygol o ddeillio o gydymffurfio â'r Rheoliadau hyn. Gellir cael copi oddi wrth: Llywodraeth Cymru, Parc Cathays, Caerdydd CF10 3NQ.

The circumstances in which the tenant may execute repairs or replacements which are the liability of the landlord has been extended under paragraph 12 so that the tenant may repair fire and carbon monoxide detectors and underground water pipes without notice served on the landlord. (See also paragraphs 14(3)(b) and (c)).

The limit on the tenant's liability for replacement of roof tiles or slates is increased from £100 to £500 (paragraph 9(2)(e)).

Paragraphs 6, 13 and 17 include provision for third party determination as an alternative to arbitration.

Regulation 3 prescribes time limits for the purposes of section 9 of the Agricultural Holdings Act 1986. Regulation 4 and Schedule 2 contain revocations.

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, a Regulatory Impact Assessment has been prepared as to the likely costs and benefits of complying with these Regulations. A copy can be obtained from the Welsh Government, Cathays Park, Cardiff CF10 3NQ.

2019 Rhif 1279 (Cy. 223)

LANDLORD A THENANT, CYMRU

DALIADAU AMAETHYDDOL

Rheoliadau Amaethyddiaeth (Cymalau Enghreifftiol ar gyfer Cyfarpas Sefydlog) (Cymru) 2019

Gwnaed 24 Medi 2019

Gosodwyd gerbron Cynulliad Cenedlaethol
Cymru 26 Medi 2019

Yn dod i rym *1 Tachwedd 2019*

Mae Gweinidogion Cymru yn gwneud y Rheoliadau a ganlyn drwy arfer y pwerau a roddir gan adran 7(1) a (2) o Ddeddf Daliadau Amaethyddol 1986(1).

Yn unol ag adran 7(1) o'r Ddeddf honno, mae Gweinidogion Cymru wedi ymgynghori â'r cyrff hynny yr ymddengys eu bod yn cynrychioli buddiannau landlordiaid a thenantiaid daliadau amaethyddol.

Enwi, cymhwysio, cychwyn a dehongli

1.—(1) Enw'r Rheoliadau hyn yw Rheoliadau Amaethyddiaeth (Cymalau Enghreifftiol ar gyfer Cyfarpar Sefydlog) (Cymru) 2019.

(2) Mae'r Rheoliadau hyn yn gymwys o ran Cymru.

2019 No. 1279 (W. 223)

LANDLORD AND TENANT, WALES

AGRICULTURAL HOLDINGS

The Agriculture (Model Clauses for Fixed Equipment) (Wales) Regulations 2019

Made 24 September 2019

*Laid before the National Assembly for Wales
26 September 2019*

Coming into force 1 November 2019

The Welsh Ministers make the following Regulations in exercise of the powers conferred by section 7(1) and (2) of the Agricultural Holdings Act 1986(1).

In accordance with section 7(1) of that Act, the Welsh Ministers have consulted such bodies appearing to represent the interests of landlords and tenants of agricultural holdings.

Title, application, commencement and interpretation

1.—(1) The title of these Regulations is the Agriculture (Model Clauses for Fixed Equipment) (Wales) Regulations 2019.

(2) These Regulations apply in relation to Wales.

(1) 1986 p. 5; mae adran 96(1) yn diffinio “prescribed” fel y rhagnodir gan y Gweinidog drwy Reoliadau, a “the Minister” yw’r Ysgrifennydd Gwladol o ran Cymru. Mae swyddogaethau’r Gweinidog o dan y Ddeddf bellach yn arferadwy gan Weinidogion Cymru (o ran Cymru) yn rhinwedd Gorchymyn Cynlliad Cenedlaethol Cymru (Trosglwyddo Swyddogaethau) 1999 (O.S. 1999/672);; ac adran 162 o Ddeddf Llywodraeth Cymru 2006 (p. 32) a pharagraff 30 o Atoden 11 iddi. Diwygiwyd adran 7(2) gan adran 13 o Ddeddf Dadreoleiddio 2015 (p. 20), a pharagraff 4 o Atoden 4 iddi, i gynnwys “third party determination”. Gweler hefyd adran 84A a fewnosodir gan baragraff 21 o’r Atoden honno.

(1) 1986 c. 5; section 96(1) defines “prescribed” as prescribed by the Minister by Regulations, and “the Minister” as the Secretary of State in relation to Wales. Functions of the Minister under the Act are now exercisable by the Welsh Ministers (in relation to Wales) by virtue of the National Assembly for Wales (Transfer of Functions) Order 1999 (S.I. 1999/672),) and section 162 of, and paragraph 30 of Schedule 11 to, the Government of Wales Act 2006 (c. 32). Section 7(2) was amended by section 13 of, and paragraph 4 of Schedule 4 to, the Deregulation Act 2015 (c. 20) to include “third party determination”. See also section 84A inserted by paragraph 21 of that Schedule.

(3) Daw'r Rheoliadau hyn i rym ar 1 Tachwedd 2019.

(4) Yn y Rheoliadau hyn, ystyr "y Ddeddf" ("the Act") yw Ddedf Daliadau Amaethyddol 1986.

Ymgorffori darpariaethau mewn cytundebau tenantiaeth

2.—(1) Mae Atodlen 1 yn cynnwys darpariaethau enghreifftiol ar gyfer cynnal a chadw, atgyweirio ac yswirio cyfarpar sefydlog, sydd i'w hymgorffori ym mhob contract tenantiaeth daliad amaethyddol y mae'r Ddeddf yn gymwys iddo, pa un a wneir y contract cyn neu ar ôl cychwyn y Ddeddf, ac eithrio i'r graddau y byddent yn gosod atebolrwydd ar un o'r partïon i gytundeb ysgrifenedig sydd wedi ei osod ar y llall o dan y cytundeb.

(2) Nid yw paragraff 2(1) o Atodlen 1, sy'n ei gwneud yn ofynnol i'r landlord yswirio yn erbyn colled neu ddifrod gan dân, yn gymwys i'r landlordiaid a ganlyn—

- (a) pan ddelir buddiant y landlord at ddibenion Adran o'r Llywodraeth,
- (b) pan fernir mai person sy'n cynrychioli Ei Mawrhydi neu Ddug Cernyw o dan adran 95 o'r Ddeddf yw'r landlord, ac
- (c) pan fo'r landlord wedi gwneud darpariaeth a gymeradwywyd gan Weinidogion Cymru ar gyfer talu costau unrhyw waith atgyweirio neu amnewid fel y cyfeirir ato ym mharagraff 2(2) o Atodlen 1.

Cyfnodau rhagnodedig at ddibenion adran 9 o'r Ddeddf

3.—(1) Y cyfnod rhagnodedig at ddibenion adran 9(1) o'r Ddeddf yw un mis.

(2) Y cyfnod rhagnodedig at ddibenion adran 9(3) o'r Ddeddf yw un mis.

(3) Y cyfnod rhagnodedig at ddibenion adran 9(4) o'r Ddeddf yw tri mis.

Dirymiadau

4. Mae'r Rheoliadau a bennir yn Atodlen 2 wedi eu dirymu.

(3) These Regulations come into force on 1 November 2019.

(4) In these Regulations "the Act" means the Agricultural Holdings Act 1986.

Incorporation of provisions in tenancy agreements

2.—(1) Schedule 1 contains model provisions for the maintenance, repair and insurance of fixed equipment for incorporation in every contract of tenancy of an agricultural holding to which the Act applies, whether made before or after the commencement of the Act, except in so far as they would impose on one of the parties to an agreement in writing a liability which under the agreement is imposed on the other.

(2) Paragraph 2(1) of Schedule 1 requiring the landlord to insure against loss or damage by fire does not apply to the following landlords—

- (a) where the interest of the landlord is held for the purposes of a Government Department,
- (b) where a person representing Her Majesty or the Duke of Cornwall under section 95 of the Act is deemed to be the landlord, and
- (c) where the landlord has made provision approved by the Welsh Ministers for defraying the cost of any works of repair or replacement as referred to in paragraph 2(2) of Schedule 1.

Prescribed periods for the purposes of section 9 of the Act

3.—(1) The prescribed period for the purposes of section 9(1) of the Act is one month.

(2) The prescribed period for the purposes of section 9(3) of the Act is one month.

(3) The prescribed period for the purposes of section 9(4) of the Act is three months.

Revocations

4. The Regulations specified in Schedule 2 are revoked.

Lesley Griffiths

Gweinidog yr Amgylchedd, Ynni a Materion Gwledig,
un o Weinidogion Cymru
24 Medi 2019

Minister for Environment, Energy and Rural Affairs,
one of the Welsh Ministers
24 September 2019

Cynnal a chadw, atgyweirio ac yswirio
cyfarpar sefydlog daliad amaethyddol

RHAN 1

Hawliau ac atebolrwyddau'r landlord

Atgyweirio ac amnewid

1.—(1) Rhaid i'r landlord atgyweirio neu amnewid y rhannau a ganlyn o'r ffermdy, y bythynnod ac adeiladau'r fferm—

- (a) toeon, estyll tywydd, ffasia a soffitau, cafnau dŵr bargodion a phibellau dŵr bargodion;
- (b) cyrn simneiau, leinin simneiau a photiau simneiau;
- (c) prif waliau a waliau allanol, sut bynnag y'u codwyd, gan gynnwys fframiau strwythurol a chladin;
- (d) gwaith atgyweirio neu addurno mewnol sy'n angenrehiol o ganlyniad i nam strwythurol yn y rhannau a bennir ym mharagraffau (a), (b) ac (c);
- (e) waliau a ffensys buarthau agored a buarthau dan do, a waliau gerddi;
- (f) lloriau a distiau lloriau;
- (g) distiau nenfydau a thrawstiau pren nenfydau;
- (h) grisiau ac ysgolion sefydlog allanol a mewnol (gan gynnwys banisteri neu ganllawiau) y ffermdy a'r bythynnod;
- (i) drysau, ffenestri a ffenestri to, a'u fframiau a'u silffoedd, ond nid dodrefn drysau a ffenestri gan gynnwys cyrt ffenestri, cloeon, ffasninau, gwydr a gwydr ffug oni bai bod angen atgyweirio neu amnewid y gwydr neu'r gwydr ffug o ganlyniad i gyflwr y drysau, y ffenestri, y ffenestri to neu eu fframiau;
- (j) deunydd insiwleiddio toeon a waliau; a
- (k) lleoedd Tân, talpentanau a brics Tân.

(2) Rhaid i'r landlord atgyweirio neu amnewid y systemau dŵr a'r systemau draenio a ganlyn—

- (a) pibellau cyflenwi dŵr tanddaearol, ffynhonnau, tyllau turio, cronfeydd dŵr a'r holl osodiadau tanddaearol cysylltiedig (ac eithrio cloriau a thopiau datodadwy);
- (b) systemau gwaredu carthion gan gynnwys tanciau carthion, cyfryngau hidlo a charthbyllau (ac eithrio cloriau a thopiau datodadwy);

Maintenance, repair and insurance of the fixed equipment of an agricultural holding

PART 1

Rights and liabilities of the landlord

Repairs and replacements

1.—(1) The landlord must repair or replace the following parts of the farmhouse, cottages and farm buildings—

- (a) roofs, bargeboards, fascias and soffits, eaves guttering and downpipes;
- (b) chimney stacks, chimney linings and chimney pots;
- (c) main walls and exterior walls, however constructed, including structural frames and cladding;
- (d) interior repair or decoration made necessary as a result of structural defect to the parts specified in paragraphs (a), (b) and (c);
- (e) walls and fences of open and covered yards and garden walls;
- (f) floors and floor joists;
- (g) ceiling joists and timbers;
- (h) exterior and interior staircases and fixed ladders (including bannisters or handrails) of the farmhouse and cottages;
- (i) doors, windows and skylights and their frames and sills but not door and window furniture including sash cord, locks, fastenings and glass and glass substitute unless the repair or replacement of glass or glass substitute is a consequence of the condition of the doors, windows, skylights or their frames;
- (j) roof and wall insulation; and
- (k) fireplaces, firebacks and firebricks.

(2) The landlord must repair or replace the following water and drainage systems—

- (a) underground water supply pipes, wells, boreholes, reservoirs and all connected underground installations (excluding removable covers and tops);
- (b) sewage disposal systems including septic tanks, filtering media, and cess pools (excluding removable covers and tops);

- (c) gwelyau cyrs ar gyfer trin dŵr a charthion; a
 - (d) systemau slyri, systemau silwair a systemau elision eraill ac eithrio treulwyr anaerobic (ac eithrio cloriau a thopiau datodadwy);
- (3) Rhaid i'r landlord atgyweirio neu amnewid y systemau nwy, y systemau trydan a'r systemau synhwyro diogelwch a ganlyn—
- (a) pibellau nwy, tanciau petrolewm hylifedig sefydlog a thanciau nwy sefydlog;
 - (b) y system cyflenwi trydan gan gynnwys y blwch ffiwsiau ond heb gynnwys socedi, switsys, ffitiadau golau a dodrefn trydanol tebyg; ac
 - (c) synwyryddion a larymau Tân a charbon monocsid.
- (4) Mewn cysylltiad ag is-baragraff (3)(b), rhaid i'r landlord—
- (a) sicrhau bod y system cyflenwi trydan yn cael ei harchwilio, ei chynnal a'i chadw a'i gwasanaethu'n rheolaidd;
 - (b) cadw cofnodion llawn ynghylch unrhyw waith a gyflawnir; ac
 - (c) sicrhau bod cofnodion y gwaith ar gael i'r tenant os yw'r tenant yn gofyn am gael eu gweld.
- (5) Rhaid i'r landlord amnewid unrhyw beth a bennir ym mharagraff 9(1) (atebolwydd y tenant i atgyweirio) sydd wedi treulio neu na ellir ei atgyweirio oni bai bod y tenant yn atebol am ei amnewid o dan baragraff 9(3).

Yswiriant

2.—(1) Rhaid i'r landlord yswirio'r ffermdy, y bythynnod ac adeiladau'r fferm am eu gwerth llawn rhag colled neu ddifrod gan dân.

(2) Pan fo unrhyw un neu ragor o'r ffermdy, y bythynnod ac adeiladau'r fferm, neu unrhyw ran ohonynt, yn cael ei ddifrodi neu ei ddinistrio gan dân, neu eu difrodi neu eu dinistrio gan dân, rhaid i'r landlord—

- (a) cyflawni'r holl waith atgyweirio ac amnewid er mwyn trwsio'r difrod hwnnw neu'r dinistr hwnnw; a
- (b) peri i'r holl arian a geir o yswiriant yr ymrwymir iddo o dan is-baragraff (1) mewn cysylltiad â'r difrod hwnnw neu'r dinistr hwnnw gael ei wario ar y gwaith atgyweirio ac amnewid hwnnw.

- (c) reed beds for water and sewage treatment; and
- (d) slurry, silage and other effluent systems excluding anaerobic digesters (excluding removable covers and tops).

(3) The landlord must repair or replace the following gas, electrical and safety detection systems—

- (a) gas pipes, fixed liquid petroleum and gas tanks;
- (b) the electrical supply system including the consumer board but excluding sockets, switches, light fittings and similar electrical furniture; and
- (c) fire and carbon monoxide detectors and alarms.

(4) In respect of sub-paragraph (3)(b), the landlord must—

- (a) have the electrical supply system regularly inspected, maintained and serviced;
- (b) keep full records of any work carried out; and
- (c) make the records of work available to the tenant if the tenant asks to see them.

(5) The landlord must replace anything specified in paragraph 9(1) (tenant's liability to repair) which has worn out or become incapable of repair unless the tenant is liable to replace it under paragraph 9(3).

Insurance

2.—(1) The landlord must insure the farmhouse, cottages and farm buildings to their full value against loss or damage by fire.

(2) Where any of the farmhouse, cottages and farm buildings, or any part of them, is damaged or destroyed by fire the landlord must—

- (a) execute all repairs and replacements to make good such damage or destruction; and
- (b) cause all money received from insurance entered into under sub-paragraph (1) in respect of such damage or destruction to be expended on those repairs and replacements.

(3) Nid yw'r ddarpariaeth o dan baragraff 7(1) ar gyfer adennill un hanner o'r costau rhesymol yn gymwys i waith atgyweirio ac amnewid sy'n dod o fewn is-baragraff (2) o'r paragraff hwn.

Cynnal a chadw

3.—(1) Rhaid i'r landlord baentio, addurno neu drin, fel y bo'n briodol, i safon briodol gan ddefnyddio deunyddiau o ansawdd addas o fewn ysbeidau heb fod yn fwy na phum mlynedd, neu pryd bynnag y bo angen gwneud hynny i atal dirywiad, y canlynol (sydd wedi eu paentio, eu haddurno neu eu trin yn flaenorol, neu y mae angen eu paentio, eu haddurno neu eu trin i atal eu dirywiad)—

- (a) holl waith coed a gwaith haearn allanol y ffermdy, y bythynnod ac adeiladau'r fferm;
- (b) gwaith coed a gwaith haearn mewnol holl ddrysau a ffenestri allanol adeiladau'r fferm sy'n agor tuag allan; ac
- (c) gwaith dur strwythurol mewnol adeiladau fferm sydd ag ochr agored.

(2) Yn y paragraff hwn, ystyr "ochr agored" ("open-sided") yw bod y cyfan, neu'r rhan fwyaf o un ochr neu ben, o leiaf, yn agored yn barhaol, ac eithrio ategion y to, os oes rhai.

Dim atebolrwydd

4. Nid oes unrhyw atebolrwydd ar y landlord—

- (a) i atgyweirio, amnewid neu yswirio adeiladau neu osodiadau sy'n eiddo i'r tenant, gan gynnwys adeiladau neu osodiadau a godir neu a ddarperir gan y tenant yn ystod ei denantiaeth; neu
- (b) yn ddarostyngedig i baragraff 2(2), i gyflawni gwaith atgyweirio neu amnewid sy'n angenrheidiol yn sgil gweithred fwriadol neu esgeulustod y tenant neu unrhyw un neu ragor o aelodau aelwyd y tenant neu ei gyflogion.

Caniateir i'r landlord gyflawni gwaith atgyweirio neu amnewid sy'n atebolrwyddau'r tenant

5. Pan fo'r landlord wedi rhoi hysbysiad ysgrifenedig i'r tenant (ac eithrio hysbysiad ymadael o dan adran 26 o'r Ddeddf, ac Atodlen 3 iddi, sy'n cynnwys datganiad yn unol ag Achos D a roddir oherwydd methiant y tenant i gydymffurfio â hysbysiad i wneud gwaith) yn pennu gwaith atgyweirio, amnewid neu gynnal a chadw angenrheidiol sydd i'w gyflawni gan y tenant, sef gwaith y mae'r tenant yn atebol am ei gyflawni o dan baragraffau 9 neu 11(a) i (e), caniateir i'r landlord fynd i'r daliad a chyflawni'r gwaith atgyweirio, amnewid neu gynnal a chadw hwnnw—

(3) The recovery of one-half of the reasonable costs provided for under paragraph 7(1) does not apply to repairs and replacements falling within sub-paragraph (2) of this paragraph.

Maintenance

3.—(1) The landlord must paint, decorate or treat, as appropriate, to a proper standard using materials of suitable quality at intervals of not more than five years or whenever necessary to prevent deterioration, the following (which have been previously painted, decorated or treated or which it is necessary to paint, decorate or treat to prevent deterioration)—

- (a) all outside wood and ironwork of the farmhouse, cottages and farm buildings;
- (b) the inside wood and ironwork of all external outward opening doors and windows of farm buildings; and
- (c) interior structural steelwork of open-sided farm buildings.

(2) In this paragraph "open-sided" means having the whole or the greater part of at least one side or end permanently open, apart from roof supports, if any.

No liability

4. The landlord is under no liability—

- (a) to repair, replace or insure buildings or fixtures which are the property of the tenant including buildings or fixtures erected or provided by the tenant during their tenancy; or
- (b) subject to paragraph 2(2), to execute repairs or replacements rendered necessary by the wilful act or the negligence of the tenant or of any of the tenant's household members or employees.

Landlord may execute repairs or replacements which are tenant liabilities

5. Where the landlord has given the tenant written notice (other than a notice to quit under section 26 of, and Schedule 3 to, the Act which includes a statement in accordance with Case D that is given by reason of the tenant's failure to comply with a notice to do work) specifying necessary repairs, replacements or maintenance to be executed by the tenant for which the tenant is liable under paragraph 9 or 11(a) to (e), the landlord may enter and execute those repairs, replacements or maintenance—

- (a) os nad yw'r tenant yn dechrau'r gwaith atgyweirio, amnewid neu gynnal a chadw o fewn dau fis o gael yr hysbysiad ysgrifenedig hwnnw; neu
- (b) os yw'r tenant yn methu â chwblhau'r gwaith atgyweirio, amnewid neu gynnal a chadw o fewn tri mis o gael yr hysbysiad ysgrifenedig hwnnw.

Caniateir i'r tenant herio atebolrwydd

6.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i denant sy'n dymuno herio atebolrwydd i gyflawni unrhyw waith atgyweirio, amnewid neu gynnal a chadw a bennir mewn hysbysiad oddi wrth y landlord o dan baragraff 5, o fewn un mis o gyflwyno'r hysbysiad hwnnw, gyflwyno gwrth-hysbysiad ysgrifenedig i'r landlord yn pennu ar ba seiliau yr herir yr atebolrwydd, a'r eitemau o waith atgyweirio ac amnewid yr herir yr atebolrwydd yn eu cylch, ac yn ei gwneud yn ofynnol i'r cwestiwn ynghylch atebolrwydd gael ei benderfynu drwy gymrodeddu o dan y Ddeddf.

(2) Fel arall, caiff y landlord a'r tenant gytuno i atgyfeirio'r cwestiwn ynghylch atebolrwydd i'w benderfynu gan drydydd parti.

(3) Mae gweithrediad hysbysiad a roddir o dan baragraff 5 yn cael ei atal dros dro o dan yr amgylchiadau a ganlyn—

- (a) pan fo'r tenant yn cyflwyno gwrth-hysbysiad i'r landlord (o ran yr eitemau a bennir yn y gwrth-hysbysiad); neu
- (b) pan fo'r partïon yn atgyfeirio'r cwestiwn ynghylch atebolrwydd i'w benderfynu gan drydydd parti (o ran yr eitemau a bennir yn yr atgyfeiriad).

(4) Mae'r atal dros dro yn gweithredu o dan—

- (a) is-baragraff 3(a) hyd at y dyddiad y danfonir dyfarniad y cymrodeddwyr i'r tenant; a
- (b) is-baragraff 3(b) hyd at y dyddiad y danfonir penderfyniad y trydydd parti i'r tenant.

Adennill costau

7.—(1) Caiff y landlord adennill oddi wrth y tenant un hanner o gost resymol gwaith atgyweirio neu amnewid a gyflawnir o dan baragraff 1(1) ar—

- (a) estyll tywydd, ffasia a soffitiau, cafnau dŵr bargodion a phibellau dŵr bargodion;
- (b) estyll llawr;

- (a) if the tenant does not start work on the repairs, replacements or maintenance within two months of receiving that written notice; or
- (b) if the tenant fails to complete the repairs, replacements or maintenance within three months of receiving that written notice.

Tenant may contest liability

6.—(1) Subject to sub-paragraph (2), a tenant who wishes to contest liability to execute any repairs, replacements or maintenance specified in a notice from the landlord under paragraph 5 must within one month of the service of that notice serve a counter-notice in writing upon the landlord specifying the grounds on which, and the items of repair and replacement in respect of which, liability is contested and requiring that the question of liability be determined by arbitration under the Act.

(2) Alternatively, the landlord and tenant may agree to refer the question of liability for third party determination.

(3) The operation of a notice given under paragraph 5 is suspended upon—

- (a) a counter-notice being served by the tenant on the landlord (to the extent of the items specified in the counter-notice); or
- (b) the parties referring the question of liability for third party determination (to the extent of the items specified in the referral).

(4) The suspension operates under—

- (a) sub-paragraph 3(a) until the date on which the arbitrator's award is delivered to the tenant; and
- (b) sub-paragraph 3(b) until the date on which the third party's determination is delivered to the tenant.

Recovery of costs

7.—(1) The landlord may recover from the tenant one-half of the reasonable cost of repairs or replacements executed under paragraph 1(1) to—

- (a) bargeboards, fascias and soffits, eaves-guttering and downpipes;
- (b) floorboards;

- (c) grisiau ac ysgolion sefydlog mewnol (gan gynnwys banisteri neu ganllawiau); a
 - (d) drysau, ffenestri a ffenestri to sy'n agor, a'u fframiau a'u silffoedd (gan gynnwys gwydr neu wydr ffug a gaiff ei atgyweirio neu ei amnewid o ganlyniad i atgyweirio neu amnewid y drws, y ffenestr, y ffenestr to neu'r ffrâm).
- (2) Caiff y landlord adennill oddi wrth y tenant un hanner o gost resymol gwaith a gyflawnir o dan baragraff 3(1) ond, os caiff y gwaith hwnnw ei gwblhau cyn dechrau pumed flwyddyn y denantiaeth, mae'r swm y caiff y landlord ei adennill oddi wrth y tenant wedi ei gyfyngu i swm sy'n cyfateb i gyfanswm un rhan o ddeg o'r gost resymol honno ar gyfer pob blwyddyn sydd wedi treiglo rhwng cychwyn y denantiaeth a chwblhau'r gwaith ar—
- (a) estyll tywydd, ffasgia a soffitiau, cafnau dŵr bargodion a phibellau dŵr bargodion; a
 - (b) drysau a ffenestri.
- (3) Yn ddarostyngedig i is-baragraff (4), caiff y landlord adennill cost resymol y gwaith o dan baragraff 5 oddi wrth y tenant yn ddi-oed.
- (4) Pan fo'r cwestiwn ynghylch atebolwydd am gyflawni gwaith atgyweirio, amnewid neu gynnal a chadw o dan baragraff 5 wedi ei atgyfeirio i'w gymrodeddu neu i'w benderfynu gan drydydd parti, nid yw hawl y landlord i adennill cost resymol y gwaith atgyweirio, amnewid neu gynnal a chadw yn codi oni bai bod y cwestiwn ynghylch atebolwydd am gyflawni'r gwaith hwnnw wedi ei benderfynu yn gyntaf drwy gymrodeddu neu gan drydydd parti o blaid y landlord, ac yna mae'n codi o'r dyddiad y danfonir dyfarniad y cymrodeddwyr neu benderfyniad y trydydd parti i'r tenant.

RHAN 2

Hawliau ac atebolwyddau tenant

Cymhwysedd

8. Nid yw'r Rhan hon yn gymwys i'r graddau y mae unrhyw atebolwydd i'w gyflawni gan y landlord o dan Ran 1.

Atgyweirio ac amnewid

9.—(1) Rhaid i'r tenant atgyweirio, a gadael yn lân ac mewn cyflwr da sy'n addas i denant, y ffermdy, y bythynnod ac adeiladau'r fferm, ynghyd â'r canlynol (sydd yn y daliad neu arno, neu y gellir eu codi neu eu darparu ar y daliad yn ystod y denantiaeth)—

- (c) interior staircases and fixed ladders (including bannisters or handrails); and
- (d) doors, windows and opening skylights and their frames and sills (including glass or glass substitute repaired or replaced as a consequence of the door, window, skylight and frame repair or replacement).

(2) The landlord may recover from the tenant one-half of the reasonable cost of work carried out under paragraph 3(1) but, if such work is completed before the start of the fifth year of the tenancy, the sum which the landlord may recover from the tenant is restricted to an amount equal to the total of one-tenth part of such reasonable cost for each year that has elapsed between the commencement of the tenancy and the completion of the work to—

- (a) bargeboards, fascias and soffits, eaves-guttering and downpipes; and
- (b) doors and windows.

(3) Subject to sub-paragraph (4), the landlord may recover the reasonable cost of the works under paragraph 5 from the tenant without delay.

(4) Where the question of liability to execute repairs, replacements or maintenance under paragraph 5 has been referred to arbitration or third party determination, the landlord's right to recover the reasonable cost of the repairs, replacements or maintenance does not arise unless the question of liability to execute that work is first determined by arbitration or third party determination in favour of the landlord, and then arises from the date on which the arbitrator's award or third party's determination is delivered to the tenant.

PART 2

Rights and liabilities of tenant

Application

8. This Part does not apply in so far as any liability falls to be undertaken by the landlord under Part 1.

Repairs and replacements

9.—(1) The tenant must repair and leave clean and in good tenantable repair, order and condition the farmhouse, cottages and farm buildings together with the following (which are in or upon the holding, or which during the tenancy may be erected or provided upon the holding)—

- (a) gosodiadau a ffitiadau (gan gynnwys ceginau gosod);
 - (b) systemau gwresogi a systemau gwresogi dŵr (gan gynnwys atgyweirio unrhyw foeler, ond nid ei amnewid), gratiau cegin, gratiau;
 - (c) draenau, carthffosydd, gyliau a thripiau saim;
 - (d) tyllau archwilio a siambrau archwilio;
 - (e) systemau a ffitiadau cyflenwi dŵr uwchben lefel y ddaear (gan gynnwys pibellau, tanciau, sestonau, ffitiadau glanweithdra a chafnau dŵr yfed), cyfarpar pwmpio a phymbiau dŵr hydrolig pa un ai uwchben y ddaear neu o dan y ddaear;
 - (f) ffensys, perthi, waliau caeau, camfeydd, gridiau gwartheg, gatiau a physt gatiau, drysau gerddi a drysau buarthau;
 - (g) pontydd, cwlferi, pyllau, cyrsiau dŵr, llifddorau a ffosydd;
 - (h) ffyrdd a buarthau;
 - (i) cyfarpar sefydlog sy'n cynhyrchu trydan, gwres neu bŵer (gan gynnwys paneli solar, pympiau gwres, tyrbinau gwynt a threulwyr anaerobic) sydd at ddefnydd neu fudd y tenant yn llwyr;
 - (j) tanwydd cerbydau a thanciau olew;
 - (k) pympiau radon;
 - (l) deunydd insiwlleiddio ar bibellau dŵr; ac
 - (m) systemau trin da byw a baddonau dipio defaid.
- (a) fixtures and fittings (including fitted kitchens);
 - (b) space heating and water heating systems (including the repair of any boiler but not its replacement), ranges, grates;
 - (c) drains, sewers, gulleys and grease traps;
 - (d) manholes and inspection chambers;
 - (e) water supply systems and fittings situated above ground (including pipes, tanks, cisterns, sanitary fittings and drinking troughs), pumping equipment, and hydraulic rams whether above or below ground;
 - (f) fences, hedges, field walls, stiles, cattle grids, gates and posts, and garden and yard doors;
 - (g) bridges, culverts, ponds, watercourses, sluices and ditches;
 - (h) roads and yards;
 - (i) fixed equipment generating electricity, heat or power (including solar panels, heat pumps, wind turbines and anaerobic digesters) which is wholly for the use or benefit of the tenant;
 - (j) vehicle fuel and oil tanks;
 - (k) radon pumps;
 - (l) insulation on water pipes; and
 - (m) livestock handling systems and sheep dips.

(2) Rhaid i'r tenant atgyweirio neu amnewid y canlynol, a'u gadael mewn cyflwr da sy'n addas i denant—

- (a) dodrefn drysau a ffenestri gan gynnwys cyrt ffenestri, cloeon a ffasninau, gwydr a gwydr ffug ac eithrio gwydr neu wydr ffug sydd angen ei atgyweirio neu ei amnewid o ganlyniad i gyflwr y drysau, y ffenestri, y ffenestri to neu eu fframiau;
- (b) cloriau datodadwy unrhyw dyllau archwilio, siambrau archwilio, systemau gwaredu carthion, systemau slyri, systemau silwair neu systemau elifion eraill ac eithrio treulwyr anaerobic;
- (c) socedi trydanol, switsys trydanol a ffitiadau golau ar, neu y tu allan i, arwyneb waliau, nenfydau a lloriau, ac eithrio switsys sy'n rhan o'r blwch ffiwsiau;
- (d) arwyddion a hysbysiadau; ac

- (a) fixtures and fittings (including fitted kitchens);
 - (b) space heating and water heating systems (including the repair of any boiler but not its replacement), ranges, grates;
 - (c) drains, sewers, gulleys and grease traps;
 - (d) manholes and inspection chambers;
 - (e) water supply systems and fittings situated above ground (including pipes, tanks, cisterns, sanitary fittings and drinking troughs), pumping equipment, and hydraulic rams whether above or below ground;
 - (f) fences, hedges, field walls, stiles, cattle grids, gates and posts, and garden and yard doors;
 - (g) bridges, culverts, ponds, watercourses, sluices and ditches;
 - (h) roads and yards;
 - (i) fixed equipment generating electricity, heat or power (including solar panels, heat pumps, wind turbines and anaerobic digesters) which is wholly for the use or benefit of the tenant;
 - (j) vehicle fuel and oil tanks;
 - (k) radon pumps;
 - (l) insulation on water pipes; and
 - (m) livestock handling systems and sheep dips.
- (2) The tenant must repair or replace and leave in good tenantable repair, order and condition the following—
- (a) door and window furniture including sashcords, locks and fastenings, glass and glass substitute except for glass or glass substitute which requires repair or replacement as a consequence of the condition of the door, window, skylight or their frames;
 - (b) removable covers to any manhole, inspection chamber, sewage disposal system, slurry, silage or other effluent system excluding anaerobic digesters;
 - (c) electrical sockets, switches, light fittings on or outside the surface of walls, ceilings and floors excluding switches that are part of the consumer board;
 - (d) signs and notices; and

- (e) yr holl deils to neu lechi to sydd wedi torri neu holtti, a'r holl deils to neu lechi to sydd wedi llithro, wrth i'r difrod ddigwydd, ar yr amod nad yw cost resymol y gwaith yn fwy na £500 mewn unrhyw un flwyddyn o'r denantiaeth.
- (3) Yn ddarostyngedig i baragraff 2(2)—
- (a) Rhaid i'r tenant atgyweirio neu amnewid yr holl eitemau o gyfarpar sefydlog, ac ar ôl eu hatgyweirio neu eu hamnewid, eu paentio'n ddigonol neu fel arall eu trin yn ddigonol â deunydd cadw effeithiol fel y bo'n briodol, a gwneud unrhyw waith, pan fo angen gwneud y gwaith atgyweirio neu amnewid hwnnw yn sgil gweithred fwriadol neu esgeulustod y tenant neu unrhyw un neu ragor o aelodau aelwyd y tenant neu ei gyflogion; a
 - (b) rhaid i'r tenant amnewid unrhyw beth a grybwylir yn is-baragraff (1) sydd wedi treulio neu na ellir ei atgyweirio fel arall os yw wedi mynd i'r cyflwr hwnnw oherwydd methiant y tenant i'w atgyweirio, neu os yw wedi mynd i'r cyflwr hwnnw i raddau helaeth oherwydd methiant y tenant i'w atgyweirio.

Defnydd gofalus

10. O ran y rhannau o'r daliad a restrir ym mharagraff 1 y mae'r landlord yn gyfrifol am eu hatgyweirio neu eu hamnewid, rhaid i'r tenant—

- (a) defnyddio'r rhannau hynny yn ofalus i'w gwarchod rhag difrod; a
- (b) rhoi gwybod i'r landlord yn ysgrifenedig ar unwaith am unrhyw ddifrod, sut bynnag y'i hachoswyd, i'r rhannau hynny o'r daliad.

Cynnal a chadw

11. Rhaid i'r tenant gyflawni'r gwaith cynnal a chadw a ganlyn—

- (a) cadw'n lân ac mewn cyflwr da sy'n gweithio yr holl gafnau toeon, cafnau dŵr bargodion a phibellau dŵr bargodion, ffynhonnau, tanciau septig, carthbyllau, systemau gwaredu carthion, systemau silwair a systemau elifion ac eithrio treulwyr anaerobig;
- (b) cadw gwelyau cyrs yn glir ar gyfer trin dŵr a thrin carthion;
- (c) cadw'r holl systemau slyri yn lân a heb eu blocio;

- (e) all broken or cracked roof tiles or slates and all slipped roof tiles or slates, as the damage occurs, providing that the reasonable cost of the work does not exceed £500 in any one year of the tenancy.

(3) Subject to paragraph 2(2)—

- (a) the tenant must repair or replace and, upon repair or replacement, adequately paint or otherwise treat with effective preservative material as may be proper, all items of fixed equipment, and to do any work, where such repair, replacement or work is rendered necessary by the wilful act or negligence of the tenant or of any of the tenant's household members or employees; and
- (b) the tenant must replace anything mentioned in sub-paragraph (1) which has worn out or otherwise become incapable of repair if its condition has been brought about by or is substantially due to the tenant's failure to repair it.

Careful use

10. For the parts of the holding listed in paragraph 1 which are the responsibility of the landlord to repair or replace, the tenant must—

- (a) use those parts carefully to protect from damage; and
- (b) report in writing immediately to the landlord any damage, however caused, to those parts of the holding.

Maintenance

11. The tenant must carry out the following maintenance—

- (a) keep clean and in good working order all roof valleys, eaves-guttering and downpipes, wells, septic tanks, cesspools, sewage disposal systems, silage and effluent systems excluding anaerobic digesters;
- (b) keep clear reed beds for water and sewage treatment;
- (c) keep clean and free of blockage all slurry systems;

- (d) glanhau'n briodol, paentio'n briodol neu fel arall drin yn briodol â deunyddiau o ansawdd addas y tu mewn i'r ffermdy, y bythynnod ac adeiladau'r fferm, gan gynnwys y tu mewn i ddrysau a ffenestri y ffermdy a'r bythynnod sy'n agor tuag allan, sydd wedi eu trin felly yn flaenorol, pryd bynnag y bo angen, ac ym mhob achos o fewn ysbeidiau heb fod yn fwy na saith mlynedd;
 - (e) ym mlwyddyn olaf y denantiaeth, gwyngalchu y tu mewn i adeiladau a wyngalchwyd yn flaenorol;
 - (f) palu, sgwrio a glanhau yr holl byllau, cyrsiau dŵr, ffosydd a gweunffosydd fel y bo angen er mwyn cynnal eu lled a'u dyfnder yn briodol; ac
 - (g) torri, tocio a phlygu cyfran briodol o'r perthi ym mhob blwyddyn o'r denantiaeth er mwyn eu cynnal mewn cyflwr da a chadarn.
- (d) properly clean, paint or otherwise treat with materials of suitable quality the inside of the farmhouse, cottages and farm buildings, including the interior of outward opening doors and windows of the farmhouse and cottages, which have been previously so treated, whenever necessary, and in any case at intervals of not more than seven years;
 - (e) in the last year of the tenancy to lime wash the inside of buildings previously lime washed;
 - (f) dig out, scour and cleanse all ponds, watercourses, ditches and grips as necessary to maintain them at sufficient width and depth; and
 - (g) cut, trim and lay a proper proportion of the hedges in each year of the tenancy to maintain them in good and sound condition.

Caniateir i'r tenant gyflawni gwaith atgyweirio neu amnewid sy'n atebolrwyddau'r landlord

12.—(1) Caniateir i'r tenant gyflawni gwaith atgyweirio neu amnewid sy'n atebolrwyddau'r landlord o dan yr amgylchiadau a ganlyn—

- (a) pan fo'r landlord yn methu â chyflawni gwaith atgyweirio neu amnewid, ac eithrio gwaith i atgyweirio pibell ddŵr danddaearol, o fewn tri mis o gael hysbysiad ysgrifenedig oddi wrth y tenant sy'n pennu'r gwaith atgyweirio neu amnewid angenrheidiol ac yn galw ar y landlord i gyflawni'r gwaith hwnnw;
- (b) pan fo'r landlord yn methu â chyflawni gwaith i atgyweirio pibell ddŵr danddaearol o fewn un wythnos o gael hysbysiad ysgrifenedig oddi wrth y tenant sy'n pennu'r gwaith atgyweirio angenrheidiol ac yn galw ar y landlord i gyflawni'r gwaith hwnnw;
- (c) pan fo pibellau dŵr tanddaearol wedi eu difrodi; a
- (d) pan na fo synwyryddion neu larymau Tân neu garbon monocsid yn gweithio.

(2) Rhaid i'r tenant gyflwyno hysbysiad ysgrifenedig i'r landlord am unrhyw waith atgyweirio neu amnewid a gyflawnir o dan is-baragraffau (1)(c) neu (d) yn union ar ôl cyflawni'r gwaith hwnnw.

Caniateir i'r landlord herio atebolrwydd

13.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r landlord sy'n dymuno herio atebolrwydd am gyflawni unrhyw waith atgyweirio neu amnewid a bennir mewn

- (d) properly clean, paint or otherwise treat with materials of suitable quality the inside of the farmhouse, cottages and farm buildings, including the interior of outward opening doors and windows of the farmhouse and cottages, which have been previously so treated, whenever necessary, and in any case at intervals of not more than seven years;
- (e) in the last year of the tenancy to lime wash the inside of buildings previously lime washed;
- (f) dig out, scour and cleanse all ponds, watercourses, ditches and grips as necessary to maintain them at sufficient width and depth; and
- (g) cut, trim and lay a proper proportion of the hedges in each year of the tenancy to maintain them in good and sound condition.

Tenant may execute repairs or replacements which are landlord liabilities

12.—(1) The tenant may execute repairs or replacements for which the landlord is liable in the following circumstances—

- (a) where the landlord fails to execute repairs or replacements, other than repairs to an underground waterpipe, within three months of receiving from the tenant a written notice specifying the necessary repairs or replacements and calling on the landlord to execute them;
- (b) where the landlord fails to execute repairs to an underground waterpipe within one week of receiving from the tenant a written notice specifying the necessary repairs and calling on the landlord to execute them;
- (c) where underground waterpipes are damaged; and
- (d) where fire or carbon monoxide detectors or alarms are not working.

(2) The tenant must serve a written notice upon the landlord of repairs or replacements executed under sub-paragraph (1)(c) or (d) immediately after their execution.

Landlord may contest liability

13.—(1) Subject to sub-paragraph (2), a landlord who wishes to contest liability to execute any repairs or replacements specified in a notice from the tenant

hysbysiad oddi wrth y tenant o dan baragraff 12, o fewn un mis o gyflwyno'r hysbysiad hwnnw, gyflwyno gwrth-hysbysiad ysgrifenedig i'r tenant yn pennu ar ba seiliau yr herir yr atebolrwydd, a'r eitemau o waith atgyweirio neu amnewid yr herir yr atebolrwydd yn eu cylch, ac yn ei gwneud yn ofynnol i'r cwestiwn ynghylch atebolrwydd gael ei benderfynu drwy gymrodeddu o dan y Ddeddf.

(2) Fel arall, caiff y landlord a'r tenant gytuno i atgyfeirio'r cwestiwn ynghylch atebolrwydd i'w benderfynu gan drydydd parti.

(3) Mae gweithrediad hysbysiad a roddir o dan baragraff 12(1)(a) yn cael ei atal dros dro o dan yr amgylchiadau a ganlyn—

- (a) pan fo'r landlord yn cyflwyno gwrth-hysbysiad i'r tenant (o ran yr eitemau a bennir yn y gwrth-hysbysiad); neu
- (b) pan fo'r partïon yn atgyfeirio'r cwestiwn ynghylch atebolrwydd i'w benderfynu gan drydydd parti (o ran yr eitemau a bennir yn yr atgyfeiriad).

(4) Mae'r atal dros dro yn gweithredu o dan—

- (a) is-baragraff 3(a) hyd at y dyddiad y danfonir dyfarniad y cymrodeddwyr i'r tenant; a
- (b) is-baragraff 3(b) hyd at y dyddiad y danfonir penderfyniad y trydydd parti i'r tenant.

Talu ac adennill costau

14.—(1) Os nad yw blwyddyn olaf y denantiaeth yn flwyddyn—

- (a) y mae gwaith glanhau, addurno neu driniaeth arall fel y'u nodir ym mharagraff 11(d) neu (e) i'w gyflawni neu ei chyflawni ynddi, rhaid i'r tenant dalu i'r landlord ar ddiwedd y flwyddyn olaf honno gost resymol amcangyfrifedig y gwaith hwnnw, neu swm sy'n cyfateb i gyfanswm un rhan o saith o'r gost honno ar gyfer pob blwyddyn sydd wedi treiglo ers cwblhau'r gwaith glanhau, addurno, neu driniaeth arall y tro diwethaf, pa un bynnag yw'r swm lleiaf;
- (b) y mae'r landlord yn atebol o dan baragraff 3 am baentio neu drin fel arall ddrysau, ffenestri, cafnau dŵr bargodion a phibellau dŵr bargodion adeiladau ynddi, rhaid i'r tenant dalu i'r landlord ar ddiwedd y flwyddyn olaf honno, naill ai un hanner o gost resymol amcangyfrifedig y gwaith hwnnw, neu swm sy'n cyfateb i gyfanswm un rhan o ddeg o'r gost honno ar gyfer pob blwyddyn sydd wedi treiglo ers cwblhau'r gwaith paentio neu driniaeth arall y tro diwethaf, pa un bynnag yw'r swm lleiaf.

under paragraph 12 must within one month of the service of that notice serve a counter-notice in writing upon the tenant specifying the grounds on which, and the items of repair or replacement in respect of which, liability is contested and requiring that the question of liability be determined by arbitration under the Act.

(2) Alternatively, the landlord and tenant may agree to refer the question of liability for third party determination.

(3) The operation of a notice given under paragraph 12(1)(a) is suspended upon—

- (a) a counter-notice being served by the landlord on the tenant (to the extent of the items specified in the counter-notice); or
- (b) the parties referring the question of liability for third party determination (to the extent of the items specified in the referral).

(4) The suspension operates under—

- (a) sub-paragraph 3(a) until the date on which the arbitrator's award is delivered to the tenant; and
- (b) sub-paragraph 3(b) until the date on which the third party's determination is delivered to the tenant.

Payment and recovery of costs

14.—(1) If the last year of the tenancy is not a year in which—

- (a) cleaning, decorating or other treatment as stated in paragraph 11(d) or (e) is due to be carried out, the tenant must pay to the landlord at the end of that last year the estimated reasonable cost of that work or a sum equal to the total of one-seventh of that cost for each year that has elapsed since the last cleaning, decorating or other treatment was completed, whichever is less;
- (b) the landlord is liable under paragraph 3 to paint or otherwise treat the doors, windows, eaves-guttering and downpipes of buildings, the tenant must pay to the landlord at the end of that last year either one-half of the estimated reasonable cost of that work or a sum equal to the total of one-tenth of that cost for each year that has elapsed since the last painting or other treatment was completed, whichever is less.

(2) Wrth asesu unrhyw ddigollediad sy'n daladwy gan y tenant wrth derfynu'r denantiaeth mewn cysylltiad ag adfeiliad, rhaid ystyried unrhyw atebolrwydd cronus o dan is-baragraff (1).

(3) Yn ddarostyngedig i is-baragraff (4), caiff y tenant adennill costau rhesymol gwaith atgyweirio neu amnewid oddi wrth y landlord—

- (a) mewn perthynas â gwaith atgyweirio neu amnewid a gyflawnir o dan baragraff 12(1)(a), yn ddi-oed;
- (b) mewn perthynas â gwaith atgyweirio neu amnewid a gyflawnir o dan baragraff 12(1)(b) neu (d), ar ddiwedd cyfnod o un mis o gyflawni'r gwaith atgyweirio neu amnewid; ac
- (c) mewn perthynas â gwaith atgyweirio neu amnewid a gyflawnir o dan baragraff 12(1)(c), pan fo cyfnod o un mis o gyflawni'r gwaith atgyweirio neu amnewid yn dod i ben, ac nid yw'r costau i fod yn fwy na £2,000 ar gyfer pob eitem o waith atgyweirio neu amnewid.

(4) Pan fo'r cwestiwn ynghylch atebolrwydd am gyflawni gwaith atgyweirio neu amnewid o dan baragraff 12(1) wedi ei atgyfeirio i'w gymrodeddu neu i'w benderfynu gan drydydd parti, nid yw hawl y tenant i adennill cost resymol y gwaith atgyweirio neu amnewid yn codi oni bai bod y cwestiwn ynghylch yr atebolrwydd am gyflawni'r gwaith hwnnw wedi ei benderfynu yn gyntaf drwy gymrodeddu neu benderfyniad gan drydydd parti o blaid y tenant, ac yna mae'n codi o'r dyddiad y danfonir dyfarniad y cymrodeddwyr neu benderfyniad y trydydd parti i'r landlord.

RHAN 3

Darpariaethau cyffredinol

Cyfarpar sefydlog diangen

15.—(1) Os yw'r landlord neu'r tenant o'r farn bod eitem o gyfarpar sefydlog yn ddiangen o ran ffermio'r daliad, neu os ydynt o'r farn bod yr eitem hwnnw yn ddiangen cyn iddo gael ei ddifrodi neu ei ddinistrio gan dân, caiff y landlord neu'r tenant, drwy gyflwyno hysbysiad ysgrifenedig o ddau fis i'r llall, atgyfeirio'r cwestiwn i'w gymrodeddu o dan y Ddeddf oni bai bod y landlord a'r tenant yn cytuno i atgyfeirio'r mater i'w benderfynu gan drydydd parti.

(2) In the assessment of any compensation payable by the tenant on the termination of the tenancy in respect of dilapidation, any accrued liability under subparagraph (1) must be taken into account.

(3) Subject to sub-paragraph (4), the tenant may recover the reasonable costs of repairs or replacements from the landlord—

- (a) in relation to repairs or replacements executed under paragraph 12(1)(a), without delay;
- (b) in relation to repairs or replacements executed under paragraph 12(1)(b) or (d), upon the expiry of one month from the execution of the repairs or replacements; and
- (c) in relation to repairs or replacements executed under paragraph 12(1)(c), upon the expiry of one month from the execution of the repairs or replacements and not to exceed £2,000 for each repair or replacement.

(4) Where the question of liability to execute repairs or replacements under paragraph 12(1) has been referred to arbitration or third party determination, the tenant's right to recover the reasonable cost of the repairs or replacements does not arise unless the question of liability to execute those repairs or replacements is first determined by arbitration or third party determination in favour of the tenant, and then arises from the date on which the arbitrator's award or third party's determination is delivered to the landlord.

PART 3

General provisions

Redundant fixed equipment

15.—(1) If the landlord or tenant is of the opinion that an item of fixed equipment is, or before the same was damaged or destroyed by fire was, redundant to the farming of the holding, the landlord or tenant may, by two months notice in writing served on the other, refer the question to arbitration under the Act unless the landlord and tenant agree to refer the question for third party determination.

(2) Mewn unrhyw achos o'r fath o gymrodeddu neu benderfynu gan drydydd parti, ni chaniateir penderfynu bod unrhyw eitem o gyfarpar sefydlog yn ddiangen o ran ffermio'r daliad, neu'n ddiangen cyn iddo gael ei ddifrodi neu ei ddinistrio gan dân, oni bai bod y cymrodeddwyr neu'r trydydd parti wedi ei fodloni nad oes angen atgyweirio neu amnewid yr eitem hwnnw, neu nad oedd angen atgyweirio neu amnewid yr eitem hwnnw, gan ystyried—

- (a) cyfrifoldebau'r landlord i reoli'r daliad yn unol â rheolau rheoli ystadau yn dda;
- (b) am ba gyfnod y gellir disgwyd yn rhesymol i'r daliad barhau i fod yn ddaliad ar wahân; ac
- (c) cymeriad a safle'r daliad a gofynion cyffredin tenant sy'n meddu ar sgiliau hwsmonaeth gweddol.

(3) Pan fo cymrodeddwyr yn dyfarnu, neu pan fo trydydd parti yn penderfynu, bod yr eitem o gyfarpar sefydlog dan sylw yn ddiangen o ran ffermio'r daliad, neu ei fod felly cyn iddo gael ei ddifrodi neu ei ddinistrio gan dân yna, o ddyddiad y dyfarniad neu'r penderfyniad—

- (a) mae paragraff 16(b) yn gymwys i'r eitem hwnnw ac mae'r landlord a'r tenant ill dau wedi eu rhyddhau rhag pob atebolrwydd mewn cysylltiad ag unrhyw achos blaenorol o dorri unrhyw atebolrwydd am gynnal a chadw, atgyweirio neu amnewid yr eitem hwnnw o gyfarpar sefydlog; a
- (b) mae gan y landlord yr hawl i ddymchwel yr eitem hwnnw o gyfarpar sefydlog a'i symud ymaith, ac i fynd i'r daliad at y dibenion hynny.

Dim atebolrwydd ar y landlord na'r tenant

16. Nid oes dim sydd wedi ei gynnwys yn Rhan 1 neu Ran 2 o'r Atodlen hon yn gosod unrhyw atebolrwydd ar y landlord na'r tenant am—

- (a) cynnal a chadw, atgyweirio, amnewid neu yswirio unrhyw eitem o gyfarpar sefydlog y mae'r landlord a'r tenant yn cytuno yn ysgrifenedig ei fod yn ddarfodedig neu'n ddiangen o ran ffermio'r daliad;
- (b) cynnal a chadw, atgyweirio, amnewid neu yswirio unrhyw eitem o gyfarpar sefydlog, os oes unrhyw anghydfod rhwng y landlord a'r tenant o ran pa un a yw'n ddiangen o ran ffermio'r daliad, neu ba un a oedd yn ddiangen cyn iddo gael ei ddifrodi neu ei ddinistrio gan dân, y dyfernir gan gymrodeddwyr neu y penderfynir gan drydydd parti o dan baragraff 15 ei fod yn ddiangen; neu

(2) In any such arbitration or third party determination, no item of fixed equipment may be determined to be, or to have been before damage or destruction by fire, redundant to the farming of the holding, unless the arbitrator or third party is satisfied that the repair or replacement of such item is or was not reasonably required having regard to—

- (a) the landlord's responsibilities to manage the holding in accordance with the rules of good estate management;
- (b) the period for which the holding may reasonably be expected to remain a separate holding; and
- (c) the character and situation of the holding and the average requirements of a tenant reasonably skilled in husbandry.

(3) Where an arbitrator awards or a third party determines that the said item of fixed equipment is, or before such damage or destruction by fire was, redundant to the farming of the holding then, as from the date of the award or determination—

- (a) paragraph 16(b) applies to that item and both the landlord and tenant are relieved from all liability in respect of any antecedent breach of any obligation to maintain, repair or replace that item of fixed equipment; and
- (b) the landlord is entitled to demolish and remove that item of fixed equipment and to enter the holding for those purposes.

No liability for landlord and tenant

16. Nothing contained in Part 1 or Part 2 of this Schedule creates any liability for either the landlord or tenant—

- (a) to maintain, repair, replace or insure any item of fixed equipment which the landlord and the tenant agree in writing to be obsolete or redundant to the farming of the holding;
- (b) to maintain, repair, replace or insure any item of fixed equipment which, in the event of any dispute between the landlord and tenant as to whether it is, or before being damaged or destroyed by fire was, redundant to the farming of the holding, is awarded or determined to be redundant by an arbitrator or third party under paragraph 15; or

- (c) cyflawni unrhyw waith os yw cyflawni'r gwaith hwnnw yn amhosibl, ac i'r graddau y mae cyflawni'r gwaith hwnnw yn amhosibl (ac eithrio am grobris neu gost afresymol) oherwydd ymsuddiant unrhyw dir neu flocio unrhyw ollyngfeydd nad ydynt o dan reolaeth naill ai'r landlord na'r tenant.

- (c) to execute any work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or the blocking of outfalls which are not under the control of either the landlord or tenant.

Y drefn ar gyfer ymdrin ag anghydfodau

17. Caniateir i unrhyw fater sy'n codi o dan y Rheoliadau hyn, oni bai y darperir ar ei gyfer fel arall o dan y darpariaethau hyn, yn nifffyg cytundeb, gael ei benderfynu drwy gymrodeddu neu ei benderfynu gan drydydd parti o dan y Ddeddf.

Dispute mechanism

17. Any matter arising under these Regulations, unless otherwise provided for under these provisions, may, in default of agreement, be determined by arbitration or third party determination under the Act.

ATODLEN 2 Rheoliad 4 Dirymiadau

(1)	(2)
<i>Y Rheoliadau a ddirymir</i>	<i>Cyfeirnodau</i>
Rheoliadau	O.S. 1959/171
Amaethyddiaeth (Terfynau Amser Amrywiol) 1959	
Rheoliadau	O.S. 1973/1473
Amaethyddiaeth (Cynnal a Chadw, Atgyweirio ac Yswirio Cyfarpar Sefydlog) 1973	
Rheoliadau	O.S. 1988/281
Amaethyddiaeth (Cynnal a Chadw, Atgyweirio ac Yswirio Cyfarpar Sefydlog) (Diwygio) 1988	
Rheoliadau	O.S. 1988/282
Amaethyddiaeth (Terfyn Amser) 1988	

SCHEDULE 2 Regulation 4 Revocations

(1)	(2)
<i>Regulations revoked</i>	<i>References</i>
The Agriculture (Miscellaneous Time- Limits) Regulations 1959	S.I. 1959/171
The Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations 1973	S.I. 1973/1473
The Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) (Amendment) Regulations 1988	S.I. 1988/281
The Agriculture (Time- Limit) Regulations 1988	S.I. 1988/282

© Hawlfraint y Goron 2019

Argraffwyd a chyhoeddwyd yn y Deyrnas Unedig gan The Stationery Office Limited o dan awdurdod ac arolygiaeth Jeff James, Rheolwr Gwasg Ei Mawrhydi ac Argraffydd Deddfau Seneddol y Frenhines.

© Crown copyright 2019

Printed and published in the UK by The Stationery Office Limited under the authority and superintendence of Jeff James, Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament.

£6.90

W201909251007 10/2019

<http://www.legislation.gov.uk/id/wsi/2019/1279>

ISBN 978-0-348-20458-2

A standard linear barcode representing the ISBN number 978-0-348-20458-2.

9 780348 204582