



OFFERYNNAU STATUDOL  
CYMRU

WELSH STATUTORY  
INSTRUMENTS

**2022 Rhif 143 (Cy. 46)**

**2022 No. 143 (W. 46)**

**TAI, CYMRU**

**HOUSING, WALES**

**Rheoliadau Deddf Rhentu Cartrefi  
(Cymru) 2016 (Diwygio Atodlen  
9A) 2022**

**The Renting Homes (Wales) Act  
2016 (Amendment of Schedule 9A)  
Regulations 2022**

**NODYN ESBONIADOL**

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

Mae'r Rheoliadau hyn yn diwygio Atodlen 9A (contractau safonol: cyfyngiadau ar roi hysbysiad o dan adran 173, o dan adran 186, ac o dan gymal terfynu'r landlord) i Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) ("y Ddeddf").

Mae Atodlen 9A i'r Ddeddf yn cynnwys cyfyngiadau penodol ar roi hysbysiad o dan adran 173 (hysbysiad y landlord o dan contract safonol cyfnodol), o dan adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd contract cyfnod penodol o fewn Atodlen 9B) ac o dan gymal terfynu'r landlord mewn contract safonol cyfnod penodol ("hysbysiadau perthnasol"). Mae'r cyfyngiadau hyn yn ymwneud â thorri rhwymedigaethau statudol penodol.

Mae Rhan 1 o Atodlen 9A i'r Ddeddf yn ddarpariaeth sylfaenol y mae rhaid ei hymgorffori, heb addasiadau iddi, fel un o delerau pob—

- (a) contract safonol cyfnodol sy'n ymgorffori adran 173 o'r Ddeddf fel un o delerau'r contract,
- (b) contract safonol cyfnod penodol sy'n ymgorffori adran 186 o'r Ddeddf fel un o delerau'r contract, ac
- (c) contract safonol cyfnod penodol sydd â chymal terfynu'r landlord ("contractau perthnasol"), yn ddarostyngedig i unrhyw ddarpariaethau i'r gwrthwyneb a nodir yn Rhan 1 o Atodlen 9A i'r Ddeddf.

**EXPLANATORY NOTE**

*(This note is not part of the Regulations)*

These Regulations amend Schedule 9A (standard contracts: restrictions on giving notice under section 173, under section 186, and under a landlord's break clause) to the Renting Homes (Wales) Act 2016 (anaw 1) ("the Act").

Schedule 9A to the Act contains certain restrictions on giving notice under section 173 (landlord's notice under a periodic standard contract), under section 186 (landlord's notice in connection with end of fixed term contract within Schedule 9B) and under a landlord's break clause in a fixed term standard contract ("relevant notices"). These restrictions relate to breaches of certain statutory obligations.

Part 1 of Schedule 9A to the Act is a fundamental provision which must be incorporated, without modification, as a term of all—

- (a) periodic standard contracts which incorporate section 173 of the Act as a term of the contract,
- (b) fixed term standard contracts which incorporate section 186 of the Act as a term of the contract, and
- (c) fixed term standard contracts which have a landlord's break clause ("relevant contracts"), subject to any provisions to the contrary set out in Part 1 of Schedule 9A to the Act.

Mae rheoliadau 3 a 4 o'r Rheoliadau hyn yn mewnosod paragraffau newydd 3A, 5A, 5B a 5C yn Atodlen 9A i'r Ddeddf, sy'n cyflwyno cyfyngiadau newydd ar roi hysbysiadau perthnasol.

Mae paragraff newydd 3A o Atodlen 9A i'r Ddeddf wedi ei ymgorffori fel un o delerau pob contract perthnasol pan fo rheoliad 6(5) (gofyniad i roi tystysgrif perfformiad ynni dilys i denant) o Reoliadau Perfformiad Ynni Adeiladau (Cymru a Lloegr) 2012 (O.S. 2012/3118) ("Rheoliadau PYA") yn gymwys. Pan na fo'r landlord wedi cydymffurfio â rheoliad 6(5) o'r Rheoliadau PYA, ni chaiff landlord roi hysbysiad perthnasol. Mae is-baragraff (3) yn ei gwneud yn glir, at ddiobenion paragraff 3A, nad oes gwahaniaeth pryd y cafodd y dystysgrif perfformiad ynni ddilys ei rhoi gan y landlord.

Mae paragraff newydd 5A o Atodlen 9A i'r Ddeddf wedi ei ymgorffori fel un o delerau pob contract perthnasol y mae rheoliad 5 (larymau mwg a larymau carbon monocsid) o Reoliadau Rhentu Cartrefi (Ffitrwydd Annedd i Bobl Fyw Ynddi) (Cymru) 2022 (O.S. 2022/6 (Cy. 4)) ("y Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi") yn gymwys mewn perthynas ag ef. Pan fo annedd yn cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd rheoliad 5(3) o'r Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi, a phan fo'n ofynnol i'r landlord, o dan Ran 4 o'r Ddeddf, gymryd camau i stopio'r annedd rhag cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd y rheoliad hwnnw, ni chaiff landlord roi hysbysiad perthnasol.

Mae paragraff newydd 5B o Atodlen 9A i'r Ddeddf wedi ei ymgorffori fel un o delerau pob contract perthnasol y mae rheoliad 6 (diogelwch trydanol) o'r Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi yn gymwys mewn perthynas ag ef. Pan fo annedd yn cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd rheoliad 6(6) o'r Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi, a phan fo'n ofynnol i'r landlord, o dan Ran 4 o'r Ddeddf, gymryd camau i stopio'r annedd rhag cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd y rheoliad hwnnw, ni chaiff landlord roi hysbysiad perthnasol.

Mae paragraff newydd 5C o Atodlen 9A i'r Ddeddf wedi ei ymgorffori fel un o delerau pob contract perthnasol y mae rheoliad 36 (dyletswyddau landlordiaid) o Reoliadau Diogelwch Nwy (Gosod a Defnyddio) 1998 (O.S. 1998/2451) ("Rheoliadau Diogelwch Nwy") yn gymwys mewn perthynas ag ef. Pan nad yw landlord wedi cydymffurfio â rheoliad 36(6) neu (7) o'r Rheoliadau Diogelwch Nwy, ni chaiff landlord roi hysbysiad perthnasol. Mae is-baragraffau (3) a (4) yn nodi'r amgylchiadau pan fo landlord, nad yw wedi cydymffurfio â rheoliad 36(6) neu (7) o'r Rheoliadau Diogelwch Nwy, i'w drin fel pe bai'n cydymffurfio â'r ddarpariaeth berthnasol.

Regulations 3 and 4 of these Regulations insert new paragraphs 3A, 5A, 5B and 5C into Schedule 9A to the Act, which introduce new restrictions on the giving of relevant notices.

The new paragraph 3A of Schedule 9A to the Act is incorporated as a term of all relevant contracts where regulation 6(5) (requirement to give tenant a valid energy performance certificate) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (S.I. 2012/3118) ("EPB Regulations") applies. Where a landlord has not complied with regulation 6(5) of the EPB Regulations, a landlord may not give a relevant notice. Sub-paragraph (3) clarifies that for the purposes of paragraph 3A it does not matter when the valid energy performance certificate was given by the landlord.

The new paragraph 5A of Schedule 9A to the Act is incorporated as a term of all relevant contracts in relation to which regulation 5 (smoke alarms and carbon monoxide alarms) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W.4)) ("the Fitness for Human Habitation Regulations") applies. Where a dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Fitness for Human Habitation Regulations, and where the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation, a landlord may not give a relevant notice.

The new paragraph 5B of Schedule 9A to the Act is incorporated as a term of all relevant contracts in relation to which regulation 6 (electrical safety) of the Fitness for Human Habitation Regulations applies. Where a dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Fitness for Human Habitation Regulations, and where the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation, a landlord may not give a relevant notice.

The new paragraph 5C of Schedule 9A to the Act is incorporated as a term of all relevant contracts in relation to which regulation 36 (duties of landlords) of the Gas Safety (Installation and Use) Regulations 1998 (S.I. 1998/2451) ("Gas Safety Regulations") applies. Where a landlord has not complied with regulation 36(6) or (7) of the Gas Safety Regulations, a landlord may not give a relevant notice. Sub-paragraphs (3) and (4) set out the circumstances where a landlord, who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations, is to be treated as in compliance with the relevant provision.

Mae rheoliad 5 o'r Rheoliadau hyn yn gwneud diwygiadau cysylltiedig pellach i Atodlen 9A i'r Ddeddf.

Diben y diwygiadau yn rheoliad 5(2), (3), (4) a (5) yw ei gwneud yn glir y mathau o gontractau meddiannaeth y mae'r cyfyngiadau ym mharagraffau 1 i 4 o Atodlen 9A i'r Ddeddf yn ddarpariaeth sylfaenol ohonynt.

Mae'r diwygiad yn rheoliad 5(6) yn ei gwneud yn glir bod darpariaethau paragraff 7 o Atodlen 9A i'r Ddeddf (sy'n amlinellu, yn gyffredinol, ba gontractau meddiannaeth y mae Rhan 1 o Atodlen 9A yn ddarpariaeth sylfaenol ohonynt) yn ddarostyngedig i unrhyw ddarpariaeth i'r gwrthwyneb yn Rhan 1 o Atodlen 9A i'r Ddeddf.

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: Yr Adran Dai, Llywodraeth Cymru, Parc Busnes Rhyd-y-car, Merthyr Tudful, CF48 1UZ.

Regulation 5 of these Regulations makes further related amendments to Schedule 9A to the Act.

The purpose of the amendments in regulation 5(2), (3), (4) and (5) are to clarify the types of occupation contracts which the restrictions in paragraphs 1 to 4 of Schedule 9A to the Act are a fundamental provision of.

The amendment in regulation 5(6) clarifies that the provisions of paragraph 7 of Schedule 9A to the Act (which sets out, in general terms, which occupation contracts Part 1 of Schedule 9A is a fundamental provision of), are subject to any provision to the contrary in Part 1 of Schedule 9A to the Act.

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 Department of Housing, Welsh Government, Rhydycar Business Park, Merthyr Tydfil, CF48 1UZ.

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**Rheoliadau Deddf Rhentu Cartrefi  
(Cymru) 2016 (Diwygio Atodlen  
9A) 2022**

**The Renting Homes (Wales) Act  
2016 (Amendment of Schedule 9A)  
Regulations 2022**

*Gwnaed* 16 Chwefror 2022

*Made* 16 February 2022

*Yn dod i rym yn unol â rheoliad 1*

*Coming into force in accordance with  
regulation 1*

Mae Gweinidogion Cymru yn gwneud y Rheoliadau a ganlyn drwy arfer y pwerau a roddir iddynt gan baragraff 8 o Atodlen 9A i Ddeddf Rhentu Cartrefi (Cymru) 2016(1) ac adran 256(1) ohoni.

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by paragraph 8 of Schedule 9A to, and section 256(1) of, the Renting Homes (Wales) Act 2016(1).

Yn unol ag adran 256(3) a (4)(ma)(2) o'r Ddeddf honno, gosodwyd drafft o'r Rheoliadau hyn gerbron Senedd Cymru ac fe'i cymeradwywyd ganddi drwy benderfyniad(3).

In accordance with section 256(3) and (4)(ma)(2) of that Act, a draft of these Regulations has been laid before, and approved by a resolution of, Senedd Cymru(3).

**Enwi a chychwyn**

1. Enw'r Rheoliadau hyn yw Rheoliadau Deddf Rhentu Cartrefi (Cymru) 2016 (Diwygio Atodlen 9A) 2022 a deuant i rym ar y diwrnod y daw adran 239 o'r Ddeddf i rym(4).

**Title and commencement**

1. The title of these Regulations is the Renting Homes (Wales) Act 2016 (Amendment of Schedule 9A) Regulations 2022 and they come into force on the day on which section 239 of the Act comes into force(4).

(1) 2016 decc 1. Mewnosodwyd Atodlen 9A gan adran 6(6) o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 (dsc 3) ac Atodlen 2 iddi.

(2) Mewnosodwyd adran 256(4)(ma) gan adran 18 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 a pharagraff 21(c) o Atodlen 6 iddi.

(3) Mae'r cyfeiriad yn adran 256(3) o Ddeddf Rhentu Cartrefi (Cymru) 2016 at Gynulliad Cenedlaethol Cymru bellach yn cael effaith fel cyfeiriad at Senedd Cymru yn rhinwedd adran 150A(2) o Ddeddf Llywodraeth Cymru 2006 (p. 32).

(4) Daw adran 239 o Ddeddf Rhentu Cartrefi (Cymru) 2016 i rym ar ddiwrnod a bennir gan Weinidogion Cymru mewn gorchymyn a wneir drwy offeryn statudol.

(1) 2016 anaw 1. Schedule 9A was inserted by section 6(6) of, and Schedule 2 to, the Renting Homes (Amendment) (Wales) Act 2021 (asc 3).

(2) Section 256(4)(ma) was inserted by section 18 of, and paragraph 21(c) of Schedule 6 to, the Renting Homes (Amendment) (Wales) Act 2021.

(3) The reference in section 256(3) of the Renting Homes (Wales) Act 2016 to the National Assembly for Wales now has effect as a reference to Senedd Cymru by virtue of section 150A(2) of the Government of Wales Act 2006 (c. 32).

(4) Section 239 of the Renting Homes (Wales) Act 2016 comes into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.

## Dehongli

2. Yn y Rheoliadau hyn, ystyr “y Ddeddf” yw Deddf Rhentu Cartrefi (Cymru) 2016.

## Gwahardd rhoi hysbysiad yn ceisio meddiant os nad oes tystysgrif perfformiad ynni wedi ei darparu

3. Yn Atodlen 9A i'r Ddeddf (contractau meddiannaeth safonol: cyfyngiadau ar roi hysbysiadau penodol yn ceisio meddiant), ar ôl paragraff 3 mewnosoder—

*“Methu â darparu tystysgrif perfformiad ynni ddilys*

**3A.**—(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—

- (a) a grybwyllir ym mharagraff 7(1), a
- (b) sy'n ymwneud ag annedd y mae rheoliad 6(5) o'r Rheoliadau PYA (y gofyniad i roi tystysgrif perfformiad ynni ddilys i'r tenant) yn gymwys mewn perthynas â hi.

(2) Ni chaiff landlord roi hysbysiad ar adeg pan nad yw'r landlord wedi cydymffurfio â rheoliad 6(5) o'r Rheoliadau PYA.

(3) At ddibenion y paragraff hwn, nid oes gwahaniaeth pryd y rhodddwyd y dystysgrif perfformiad ynni ddilys (ac nid oes dim yn y paragraff hwn yn ei gwneud yn ofynnol i dystysgrif perfformiad ynni newydd gael ei rhoi i ddeiliad contract pan fo tystysgrif a roddwyd i'r deiliad contract hwnnw i gydymffurfio â'r rheoliad hwnnw yn peidio â bod yn ddilys o dan y Rheoliadau PYA).

(4) Yn y paragraff hwn—

ystyr “y Rheoliadau PYA” (“*the EPB Regulations*”) yw Rheoliadau Perfformiad Ynni Adeiladau (Cymru a Lloegr) 2012 (O.S. 2012/3118);

mae “tystysgrif perfformiad ynni ddilys” (“*valid energy performance certificate*”) i'w dehongli yn unol â'r Rheoliadau PYA.”

## Gwaharddiadau ar roi hysbysiad yn ceisio meddiant yn ymwneud ag iechyd a diogelwch

4. Yn Atodlen 9A i'r Ddeddf, ar ôl paragraff 5 mewnosoder—

*“Methu â sicrhau bod larymau mwg a larymau carbon monocsid sy'n gweithio wedi eu gosod*

## Interpretation

2. In these Regulations, “the Act” means the Renting Homes (Wales) Act 2016.

## Prohibition on giving notice seeking possession if energy performance certificate has not been provided

3. In Schedule 9A to the Act (standard occupation contracts: restrictions on giving certain notices seeking possession), after paragraph 3 insert—

*“Failure to provide valid energy performance certificate*

**3A.**—(1) This paragraph is incorporated as a term of all standard contracts which—

- (a) are mentioned in paragraph 7(1), and
- (b) relate to a dwelling in relation to which regulation 6(5) of the EPB Regulations (requirement to give tenant a valid energy performance certificate) applies.

(2) A landlord may not give notice at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.

(3) For the purposes of this paragraph, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to a contract-holder when a certificate given to that contract-holder in compliance with that regulation ceases to be valid under the EPB Regulations).

(4) In this paragraph—

“the EPB Regulations” (“*y Rheoliadau PYA*”) means the Energy Performance of Buildings (England and Wales) Regulations 2012 (S.I. 2012/3118);

“valid energy performance certificate” (“*tystysgrif perfformiad ynni ddilys*”) is to be interpreted in accordance with the EPB Regulations.”

## Prohibitions on giving notice seeking possession relating to health and safety

4. In Schedule 9A to the Act, after paragraph 5 insert—

*“Failure to ensure that working smoke alarms and carbon monoxide alarms are installed*

**5A.**—(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—

- (a) a grybwyllir ym mharagraff 7(1), a
- (b) y mae rheoliad 5 o Reoliadau Rhentu Cartrefi (Ffitrwydd Annedd i Bobl Fyw Ynddi) (Cymru) 2022 (O.S. 2022/6 (Cy. 4)) (“y Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi”) yn gymwys mewn perthynas ag ef.

(2) Ni chaiff landlord roi hysbysiad ar adeg—

- (a) pan fo'r annedd yn cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd rheoliad 5(3) o'r Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi (methu â sicrhau bod larymau mwg sy'n gweithio ac, mewn rhai amgylchiadau, larymau carbon monocsid sy'n gweithio, wedi eu gosod mewn annedd), a
- (b) pan fo, o ganlyniad, yn ofynnol i'r landlord o dan Ran 4 o'r Ddeddf hon gymryd camau i stopio'r annedd rhag cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd y rheoliad hwnnw.

*Methu â chyflenwi adroddiad ar gyflwr trydanol etc.*

**5B.**—(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—

- (a) a grybwyllir ym mharagraff 7(1), a
- (b) y mae rheoliad 6 o Reoliadau Rhentu Cartrefi (Ffitrwydd Annedd i Bobl Fyw Ynddi) (Cymru) 2022 (O.S. 2022/6 (Cy. 4)) (“y Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi”) yn gymwys mewn perthynas ag ef.

(2) Ni chaiff landlord roi hysbysiad ar adeg—

- (a) pan fo'r annedd yn cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd rheoliad 6(6) o'r Rheoliadau Ffitrwydd Annedd i Bobl Fyw Ynddi (methu â chael adroddiad ar gyflwr trydanol, neu fethu â rhoi adroddiad o'r fath neu gadarnhad ysgrifenedig o waith trydanol arall penodol i ddeiliad y contract), a

**5A.**—(1) This paragraph is incorporated as a term of all standard contracts—

- (a) which are mentioned in paragraph 7(1), and
- (b) in relation to which regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W. 4)) (“the Fitness for Human Habitation Regulations”) applies.

(2) A landlord may not give notice at a time when—

- (a) the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Fitness for Human Habitation Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and
- (b) as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

*Failure to supply electrical condition report etc.*

**5B.**—(1) This paragraph is incorporated as a term of all standard contracts—

- (a) which are mentioned in paragraph 7(1), and
- (b) in relation to which regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W. 4)) (“the Fitness for Human Habitation Regulations”) applies.

(2) A landlord may not give notice at a time when—

- (a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Fitness for Human Habitation Regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and

- (b) pan fo, o ganlyniad, yn ofynnol i'r landlord o dan Ran 4 o'r Ddeddf hon gymryd camau i stopio'r annedd rhag cael ei thrin fel pe na bai'n ffit i bobl fyw ynddi yn rhinwedd y rheoliad hwnnw.

*Methu â darparu adroddiad ar ddiogelwch nwy i ddeiliad y contract*

**5C.**—(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—

- (a) a grybwyllir ym mharagraff 7(1), a
- (b) y mae rheoliad 36 o'r Rheoliadau Diogelwch Nwy yn gymwys mewn perthynas ag ef.

(2) Ni chaiff landlord roi hysbysiad ar adeg pan na fo'r landlord wedi cydymffurfio â rheoliad 36(6) neu (yn ôl y digwydd) (7) o'r Rheoliadau Diogelwch Nwy (gofyniad i ddarparu neu arddangos adroddiad ar ddiogelwch etc. gosodiadau nwy).

(3) At ddibenion is-baragraff (2), mae landlord nad yw wedi cydymffurfio â rheoliad 36(6) neu (7) o'r Rheoliadau Diogelwch Nwy i'w drin fel pe bai yn cydymffurfio â'r ddarpariaeth o dan sylw ar unrhyw adeg pan fo—

- (a) y landlord wedi sicrhau y rhoddwyd copi o gofnod diogelwch nwy i ddeiliad y contract, neu (yn ôl y digwydd) bod copi ohono wedi ei arddangos mewn lle amlwg yn yr annedd, a
- (b) bod y cofnod yn ddilys.

(4) At ddibenion is-baragraff (3), mae cofnod diogelwch nwy yn ddilys hyd ddiwedd y cyfnod y mae'n ofynnol unwaith eto i'r cyfarpar neu'r ffliw y mae'r cofnod yn ymwneud ag ef fod yn ddarostyngedig i wiriad diogelwch o dan y Rheoliadau Diogelwch Nwy.

(5) Yn y paragraff hwn—

ystyr “cofnod diogelwch nwy” (“*gas safety record*”) yw cofnod a wnaed yn unol â gofynion rheoliad 36(3)(c) o'r Rheoliadau Diogelwch Nwy;

ystyr “gwiriad diogelwch” (“*check for safety*”) yw gwiriad diogelwch a gynhelir yn unol â rheoliad 36(3) o'r Rheoliadau Diogelwch Nwy;

ystyr “Rheoliadau Diogelwch Nwy” (“*Gas Safety Regulations*”) yw Rheoliadau Diogelwch Nwy (Gosod a Defnyddio) 1998 (O.S. 1998/2451).”

- (b) as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

*Failure to provide gas safety report to contract-holder*

**5C.**—(1) This paragraph is incorporated as a term of all standard contracts—

- (a) which are mentioned in paragraph 7(1), and
- (b) in relation to which regulation 36 of the Gas Safety Regulations applies.

(2) A landlord may not give notice at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).

(3) For the purposes of sub-paragraph (2), a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when—

- (a) the landlord has ensured that the contract-holder has been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of a gas safety record, and
- (b) that record is valid.

(4) For the purposes of sub-paragraph (3), a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

(5) In this paragraph—

“check for safety” (“*gwiriad diogelwch*”) means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations;

“gas safety record” (“*cofnod diogelwch nwy*”) means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations;

“Gas Safety Regulations” (“*Rheoliadau Diogelwch Nwy*”) means the Gas Safety (Installation and Use) Regulations 1998 (S.I. 1998/2451).”

## Diwygiadau cysylltiedig i Atodlen 9A i'r Ddeddf

5.—(1) Mae Atodlen 9A i'r Ddeddf wedi ei diwygio fel a ganlyn.

(2) Ym mharagraff 1—

- (a) daw'r testun presennol yn is-baragraff (2);
- (b) o flaen yr is-baragraff hwnnw mewnosoder—  
“(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—  
(a) a grybwyllir ym mharagraff 7(1), a  
(b) sy'n ymgorffori adran 31.”

(3) Ym mharagraff 2—

- (a) daw'r testun presennol yn is-baragraff (2);
- (b) o flaen yr is-baragraff hwnnw mewnosoder—  
“(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—  
(a) a grybwyllir ym mharagraff 7(1), a  
(b) sy'n ymgorffori adran 31.”

(4) Ym mharagraff 3—

- (a) daw'r testun presennol yn is-baragraff (2);
- (b) o flaen yr is-baragraff hwnnw mewnosoder—  
“(1) Mae'r paragraff hwn wedi ei ymgorffori fel un o delerau pob contract safonol—  
(a) a grybwyllir ym mharagraff 7(1), a  
(b) sy'n ymgorffori adran 39.”

(5) Ym mharagraff 4, ar ôl is-baragraff (5) mewnosoder—

“(6) Mae is-baragraff (1) wedi ei ymgorffori yn unig fel un o delerau contract a grybwyllir ym mharagraff 7(1) sy'n ymgorffori adran 43.”

(6) Ym mharagraff 7(1), ar ôl “darpariaeth sylfaenol sydd” mewnosoder “, yn ddarostyngedig i unrhyw ddarpariaeth i'r gwrthwyneb yn Rhan 1.”

## Related amendments of Schedule 9A to the Act

5.—(1) Schedule 9A to the Act is amended as follows.

(2) In paragraph 1—

- (a) the existing text becomes sub-paragraph (2);
- (b) before that sub-paragraph insert—  
“(1) This paragraph is incorporated as a term of all standard contracts which—  
(a) are mentioned in paragraph 7(1), and  
(b) incorporate section 31.”

(3) In paragraph 2—

- (a) the existing text becomes sub-paragraph (2);
- (b) before that sub-paragraph insert—  
“(1) This paragraph is incorporated as a term of all standard contracts which—  
(a) are mentioned in paragraph 7(1), and  
(b) incorporate section 31.”

(4) In paragraph 3—

- (a) the existing text becomes sub-paragraph (2);
- (b) before that sub-paragraph insert—  
“(1) This paragraph is incorporated as a term of all standard contracts which—  
(a) are mentioned in paragraph 7(1), and  
(b) incorporate section 39.”

(5) In paragraph 4, after sub-paragraph (5) insert—

“(6) Sub-paragraph (1) is only incorporated as a term of a contract mentioned in paragraph 7(1) which incorporates section 43.”

(6) In paragraph 7(1), after “fundamental provision which is” insert “, subject to any provision to the contrary in Part 1.”

*Julie James*

Y Gweinidog Newid Hinsawdd, un o Weinidogion  
Cymru  
16 Chwefror 2022

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