



OFFERYNNAU STATUDOL
CYMRU

WELSH STATUTORY
INSTRUMENTS

2022 Rhif 22 (Cy. 10)

2022 No. 22 (W. 10)

TAI, CYMRU

HOUSING, WALES

**Rheoliadau Rhentu Cartrefi
(Gwybodaeth Esboniadol ar gyfer
Datganiadau Ysgrifenedig o
Gontractau Meddiannaeth) (Cymru)
2022**

**The Renting Homes (Explanatory
Information for Written Statements
of Occupation Contracts) (Wales)
Regulations 2022**

NODYN ESBONIADOL

EXPLANATORY NOTE

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

(This note is not part of the Regulations)

Mae adran 32 o Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (“y Ddeddf”) yn pennu'r wybodaeth a'r telerau y mae rhaid eu cynnwys mewn datganiad ysgrifenedig o gontract meddiannaeth.

Section 32 of the Renting Homes (Wales) Act 2016 (anaw 1) (“the Act”) specifies the information and terms that must be contained in a written statement of an occupation contract.

Mae adran 32(4) o'r Ddeddf yn darparu bod rhaid i ddatganiad ysgrifenedig o gontract meddiannaeth hefyd gynnwys gwybodaeth esboniadol am unrhyw faterion a ragnodir ac mae'r Rheoliadau hyn yn rhagnodi'r wybodaeth esboniadol honno.

Section 32(4) of the Act provides that a written statement of an occupation contract must also contain explanatory information about such matters as may be prescribed and these Regulations prescribe that explanatory information.

Mae rheoliadau 3 a 5 i 9 yn rhagnodi'r materion y mae rhaid eu cynnwys yn y datganiad ysgrifenedig o'r contract meddiannaeth perthnasol, gan gynnwys contractau wedi eu trosi (gweler paragraff 1(1) o Atodlen 12 i'r Ddeddf am y diffiniad o “contract wedi ei drosi”).

Regulations 3 and 5 to 9 prescribe the matters which must be contained in the written statement of the relevant occupation contract including converted contracts (see paragraph 1(1) of Schedule 12 to the Act for the definition of “converted contract”).

Mae rheoliad 3 yn gymwys i bob contract meddiannaeth.

Regulation 3 applies to all occupation contracts.

Mae rheoliad 5 yn gymwys i gontractau safonol cyfnodol.

Regulation 5 applies to periodic standard contracts.

Mae rheoliad 6 yn gymwys i gontractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig.

Regulation 6 applies to introductory standard contracts and prohibited conduct standard contracts.

Mae rheoliad 7 yn gymwys i gontractau safonol â chymorth.

Regulation 7 applies to supported standard contracts.

Mae rheoliad 8 yn gymwys i gontractau safonol cyfnod penodol.

Mae rheoliad 9 yn gymwys i gontractau diogel.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru ar gynnal Aseidiadau 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 Is-adran Polisi Tai, Llywodraeth Cymru, Parc Cathays, Caerdydd, CF10 3NQ.

Regulation 8 applies to fixed term standard contracts.

Regulation 9 applies to secure contracts.

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 Housing Policy Division, Welsh Government, Cathays Park Cardiff, CF10 3NQ.

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Gwnaed 7 Ionawr 2022

Made 7 January 2022

Gosodwyd gerbron *Senedd*
Cymru 12 Ionawr 2022

Laid before Senedd Cymru 12 January 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 adrannau 32(4) a 256(1) o Ddeddf Rhentu Cartrefi (Cymru) 2016(1).

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 32(4) and 256(1) of the Renting Homes (Wales) Act 2016(1).

Enwi a chychwyn

Title and commencement

1. Enw'r Rheoliadau hyn yw Rheoliadau Rhentu Cartrefi (Gwybodaeth Esboniadol ar gyfer Datganiadau Ysgrifenedig o Gontractau Meddiannaeth) (Cymru) 2022 a deuant i rym ar y diwrnod y daw adran 239 o Ddeddf Rhentu Cartrefi (Cymru) 2016 i rym(2).

1. The title of these Regulations is the Renting Homes (Explanatory Information for Written Statements of Occupation Contracts) (Wales) Regulations 2022 and they come into force on the day on which section 239 of the Renting Homes (Wales) Act 2016 comes into force(2).

Dehongli

Interpretation

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

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

(2) Mae i'r geiriau a'r ymadroddion a ddefnyddir yn y Rheoliadau hyn yr un ystyr ag sydd iddynt yn y Ddeddf.

(2) The words and expressions used in these Regulations have the same meaning as they have in the Act.

(1) 2016 deccc 1. Gweler adran 252 am y diffiniad o “rhagnodedig”.
(2) Bydd adran 239 o Ddeddf Rhentu Cartrefi (Cymru) 2016 yn dod i rym ar ddiwrnod a bennir gan Weiniogion Cymru mewn gorchymyn a wneir drwy offeryn statudol.

(1) 2016 anaw 1. See section 252 for the definition of “prescribed”.
(2) Section 239 of the Renting Homes (Wales) Act 2016 will come into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.

Materion rhagnodedig y mae rhaid cynnwys gwybodaeth esboniadol ar eu cyfer yn y datganiad ysgrifenedig o gontract meddiannaeth

3. Rhaid i ddatganiad ysgrifenedig o gontract meddiannaeth gynnwys gwybodaeth esboniadol ynghylch y materion a ganlyn—

- (a) statws y ddogfen (h.y., ei bod yn ddatganiad ysgrifenedig o'r contract meddiannaeth),
- (b) enw byr y Ddeddf y gwneir y contract meddiannaeth oddi tani,
- (c) ystyr—
 - (i) “dyddiad meddiannu”, a
 - (ii) “materion allweddol”,
- (d) prif nodweddion y canlynol—
 - (i) “telerau sylfaenol”, h.y.—
 - (aa) bod y rhain yn ddarpariaethau o'r Ddeddf neu unrhyw ddeddfiad arall y mae Gweinidogion Cymru yn pennu eu bod yn delerau sylfaenol sydd wedi eu hymgorffori yn awtomatig fel telerau'r contract meddiannaeth;
 - (bb) na ellir hepgor neu addasu rhai o'r darpariaethau sylfaenol a rhaid iddynt adlewyrchu geiriad y Ddeddf heblaw am newidiadau golygyddol⁽¹⁾ ac y gellir hepgor neu addasu eraill, yn ddarostyngedig i gytundeb y landlord a deiliad y contract, ond dim ond os yw gwneud hynny yn gwella sefyllfa deiliad y contract;
 - (cc) pan fo'r contract yn gontract wedi ei drosi⁽²⁾, unwaith i'r landlord roi i ddeiliad y contract ddatganiad ysgrifenedig o gontract meddiannaeth y gellir hepgor neu addasu telerau sylfaenol penodol fel y disgrifir ym mharagraff (bb);
 - (ii) “telerau atodol”, h.y.—
 - (aa) bod y rhain yn ddarpariaethau a nodir mewn rheoliadau a wneir gan Weinidogion Cymru, sydd hefyd wedi eu hymgorffori yn awtomatig, heblaw pan fo'r contract yn gontract wedi ei drosi, fel telerau'r contract meddiannaeth oni bai eu bod wedi eu hepgor neu

⁽¹⁾ Gweler adran 33 o'r Ddeddf.

⁽²⁾ Gweler paragraff 1(1) o Atodlen 12 i'r Ddeddf am y diffiniad o “contract wedi ei drosi”.

Prescribed matters for which explanatory information must be contained in the written statement of an occupation contract

3. A written statement of an occupation contract must contain explanatory information about the following matters—

- (a) the status of the document (i.e., that it is a written statement of the occupation contract),
- (b) the short title of the Act under which the occupation contract is made,
- (c) the meaning of—
 - (i) “occupation date”, and
 - (ii) “key matters”,
- (d) the main features of the following—
 - (i) “fundamental terms”, i.e.—
 - (aa) that these are provisions of the Act or of any other enactment that the Welsh Ministers specify are fundamental terms that are automatically incorporated as terms of the occupation contract;
 - (bb) that some of the fundamental provisions cannot be omitted or modified and must reflect the wording in the Act apart from editorial changes⁽¹⁾ and that others, subject to the agreement of the landlord and contract-holder, can be omitted or modified, but only if doing so improves the position of the contract-holder;
 - (cc) that where the contract is a converted contract⁽²⁾, once the landlord has given the contract-holder a written statement of occupation contract certain fundamental terms can be omitted or modified as described in paragraph (bb);
 - (ii) “supplementary terms”, i.e.—
 - (aa) that these are provisions set out in regulations made by Welsh Ministers, which are also automatically incorporated, except where the contract is a converted contract, as terms of the occupation contract unless they are omitted or modified as

⁽¹⁾ See section 33 of the Act.

⁽²⁾ See paragraph 1(1) of Schedule 12 to the Act for the definition of “converted contract”.

- eu haddasu fel y disgrifir ym mharagraff (cc) neu (dd);
- (bb) pan fo'r contract yn gontract wedi ei drosi, na chaiff y telerau atodol hynny sy'n anghydnaws â thelerau'r contract cyn ei drosi yn gontract meddiannaeth eu hymgorffori yn y contract meddiannaeth;
- (cc) y gellir hepgor neu addasu'r telerau atodol, yn ddarostyngedig i gytundeb y landlord a deiliad y contract, naill ai i wella sefyllfa'r landlord neu ddeiliad y contract, ar yr amod na fyddai'r hepgor neu addasu yn gwneud teler atodol yn anghydnaws â theler sylfaenol;
- (dd) pan fo'r contract yn gontract wedi ei drosi, unwaith i'r landlord roi i ddeiliad y contract ddatganiad ysgrifenedig o gontract meddiannaeth y gellir hepgor neu addasu'r telerau atodol fel y disgrifir ym mharagraff (cc);
- (iii) "telerau ychwanegol", os cynhwysir y rhain yn y contract meddiannaeth, h.y.—
- (aa) y gall y rhain ymdrin ag unrhyw fater arall, ar yr amod nad ydynt yn gwrthdaro â mater allweddol, teler sylfaenol neu deler atodol;
- (bb) y cytunir ar y rhain gan y landlord a deiliad y contract;
- (cc) pan fo'r contract yn gontract wedi ei drosi, fod y rhain yn delerau presennol y contract, y cytunwyd arnynt gan ddeiliad y contract a'r landlord ac a oedd wedi eu cynnwys yn y contract cyn ei drosi yn gontract meddiannaeth, a fyddai'n parhau i gael effaith heblaw pan fônt yn anghymwys â darpariaeth sylfaenol a ymgorfforwyd fel un o delerau'r contract meddiannaeth,
- (e) os nad yw unrhyw ddarpariaethau sylfaenol neu atodol wedi eu hymgorffori fel telerau'r
- described in paragraph (cc) or (dd);
- (bb) that where the contract is a converted contract, those supplementary terms that are incompatible with the terms of the contract prior to its conversion to an occupation contract, will not be incorporated into the occupation contract;
- (cc) that the supplementary terms can be omitted or modified, subject to the agreement of the landlord and contract-holder, either to improve the position of the landlord or the contract-holder, provided that the omission or modification would not make a supplementary term incompatible with a fundamental term;
- (dd) that where the contract is a converted contract, once the landlord has given the contract-holder a written statement of occupation contract the supplementary terms can be omitted or modified as described in paragraph (cc);
- (iii) "additional terms", if included in the occupation contract, i.e.—
- (aa) that these can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term;
- (bb) that these are agreed by the landlord and contract-holder;
- (cc) that where the contract is a converted contract, these are existing terms of the contract, which were agreed by the contract-holder and the landlord and included in the contract prior to the conversion to an occupation contract, which would continue to have effect except where they are incompatible with a fundamental provision incorporated as a term of the occupation contract,
- (e) that if any fundamental or supplementary provisions have not been incorporated as terms of the occupation contract, the method

- contract meddiannaeth, drwy ba dull y nodir y rhain yn y datganiad ysgrifenedig(1),
- (f) bod rhaid i'r datganiad ysgrifenedig o'r contract meddiannaeth gael ei roi i ddeiliad y contract—
- (i) o fewn 14 o ddiwrnodau i'r dyddiad meddiannu(2);
- (ii) pan fo'r contract yn gcontract wedi ei drosi, o fewn chwe mis i'r dyddiad y troswyd y contract yn gcontract meddiannaeth(3),
- (g) am bob diwrnod y mae'r datganiad ysgrifenedig o'r contract meddiannaeth yn hwyr, y caiff y landlord fod yn atebol i dalu digollediad i ddeiliad y contract sy'n cyfateb i ddiwrnod o rent ar gyfer pob diwrnod nad yw'r datganiad ysgrifenedig yn cael ei ddarparu, hyd at uchafswm o ddau fis o rent onid oedd methiant y landlord i ddarparu datganiad ysgrifenedig yn fwriadol(4),
- (h) y gellir darparu'r datganiad ysgrifenedig o'r contract meddiannaeth yn electronig os yw deiliad y contract wedi cytuno i gael y datganiad ysgrifenedig ar ffurf electronig(5),
- (i) bod y datganiad ysgrifenedig o'r contract meddiannaeth yn nodi hawliau a chyfrifoldebau deiliad y contract a'r landlord,
- (j) y dylai deiliad y contract ddarllen telerau'r datganiad ysgrifenedig o'r contract meddiannaeth er mwyn sicrhau ei fod yn eu deall yn llawn, a'i fod yn fodlon eu bod yn adlewyrchu'r addasiadau i delerau neu delerau ychwanegol y cytunwyd arnynt rhwng deiliad y contract a'r landlord,
- (k) y dylai deiliad y contract gadw'r datganiad ysgrifenedig o'r contract meddiannaeth yn ddiogel gan y gallai fod arno angen cyfeirio ato yn y dyfodol,
- (l) y gellir cael rhagor o wybodaeth ynghylch contractau meddiannaeth, gan gynnwys gwybodaeth ynghylch datrys anghydfodau—
- (i) ar y wefan a ddarperir gan Lywodraeth Cymru,
- (ii) gan asiantaethau cynghori megis y Ganolfan Cyngor ar Bopeth neu Shelter Cymru, neu
- by which these are identified in the written statement(1),
- (f) that the written statement of the occupation contract must be given to the contract-holder within—
- (i) 14 days of the occupation date(2);
- (ii) where the contract is a converted contract, within six months of the date the contract converted to an occupation contract(3),
- (g) that for each day that the written statement of the occupation contract is late, the landlord may be liable to pay the contract-holder compensation equivalent to a day's rent for each day the written statement is not provided, up to a maximum of two months' rent unless the landlord's failure to provide a written statement was intentional(4),
- (h) that the written statement of the occupation contract can be provided electronically if the contract-holder has agreed to receive the written statement in an electronic form(5),
- (i) that the written statement of the occupation contract sets out the rights and responsibilities of the contract-holder and the landlord,
- (j) that the contract-holder should read the terms of the written statement of the occupation contract to ensure they fully understand them, and they are content they reflect the modifications to terms or additional terms agreed between the contract-holder and landlord,
- (k) that the contract-holder should keep the written statement of the occupation contract safe as they may need to refer to it in the future,
- (l) that more information about occupation contracts, including dispute resolution, can be found—
- (i) on the website provided by the Welsh Government,
- (ii) from advice agencies such as the Citizens Advice Bureau or Shelter Cymru, or

(1) Gweler hefyd adran 32(3) o'r Ddeddf.

(2) Gweler adran 31 o'r Ddeddf.

(3) Gweler paragraff 11(1) o Atodlen 12 – sy'n ymdrin â throsi tenantiaethau a thrwyddedau a oedd yn bodoli cyn i Bennod 3 o Ran 10 o'r Ddeddf ddod i rym.

(4) Gweler adrannau 34, 35 a 87 o'r Ddeddf.

(5) Gweler adrannau 236 a 237 o'r Ddeddf.

(1) See also section 32(3) of the Act.

(2) See section 31 of the Act.

(3) See paragraph 11(1) of Schedule 12 - which deals with the conversion of tenancies and licences that existed before the commencement of Chapter 3 of Part 10 of the Act.

(4) See sections 34, 35 and 87 of the Act.

(5) See sections 236 and 237 of the Act.

- (iii) gan gynghorwyr cyfreithiol annibynnol,
- (m) y gallai anghydfodau ynghylch telerau'r contract meddiannaeth gael eu penderfynu yn y llys sirol,
- (n) os oes gan ddeiliad contract broblem yn ymwneud â'r annedd, y dylai gysylltu â'i landlord yn gyntaf er mwyn ceisio ei datrys ond os nad yw hyn yn llwyddiannus yna o bosibl gall asiantaethau cynghori megis y Ganolfan Cyngor ar Bopeth neu Shelter Cymru neu gynghorwyr cyfreithiol annibynnol ei gynorthwyo,
- (o) nad yw unrhyw deler ychwanegol, neu unrhyw addasiad i deler atodol, a ymgorfforir yn y contract meddiannaeth yn rhwymo deiliad y contract os yw'n deler annheg o dan adran 62 (gofyniad i delerau a hysbysiadau contract i fod yn deg) o Ddeddf Hawliau Defnyddwyr 2015(1),
- (p) na ellir troi deiliad y contract allan heb orchymyn llys, oni bai ei fod yn cefnu ar yr annedd,
- (q) bod gan ddeiliad y contract hawliau pwysig yn ymwneud â sut y gall ddefnyddio'r annedd, er bod rhai o'r hawliau hynny yn ddarostyngedig i gael cydsyniad y landlord,
- (r) y gellir dal deiliad y contract yn gyfrifol am unrhyw ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall(2) gan unrhyw un sy'n byw yn yr annedd neu'n ymweld â hi,
- (s) gall ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall gynnwys—
 - (i) gormod o sŵn,
 - (ii) cam-drin geiriol,
 - (iii) ymosod corfforol, a
 - (iv) cam-drin domestig (gan gynnwys cam-drin corfforol, rhywiol, seicolegol, emosiynol neu ariannol),
- (t) y gallai hawl i olynu fod yn gymwys i rywun sy'n byw yn yr annedd gyda deiliad y contract,
- (u) na chaiff deiliad y contract ganiatáu i'r annedd fynd yn orlawn drwy ganiatáu i fwy o bersonau na'r uchafswm a ganiateir fyw yn yr annedd, a

- (iii) from independent legal advisors,
- (m) that disputes regarding the terms of the occupation contract may be determined in the county court,
- (n) that if a contract-holder has an issue with the dwelling they should first contact their landlord to try and resolve it but if this is not successful then advice agencies, such as the Citizens Advice Bureau or Shelter Cymru or independent legal advisors, may be able to assist,
- (o) that any additional term, or modification to a supplementary term, that is incorporated in the occupation contract is not binding on the contract-holder if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015(1),
- (p) that the contract-holder cannot be evicted without a court order, unless they abandon the dwelling,
- (q) that the contract-holder has important rights relating to how they can use the dwelling, although some of these rights are subject to obtaining the landlord's consent,
- (r) that the contract-holder can be held responsible for any anti-social behaviour or other prohibited conduct(2) of anyone who lives in or visits the dwelling,
- (s) anti-social behaviour or other prohibited conduct can include—
 - (i) excessive noise,
 - (ii) verbal abuse,
 - (iii) physical assault, and
 - (iv) domestic abuse (including physical, sexual, psychological, emotional or financial abuse),
- (t) that a succession right may apply to someone who lives in the dwelling with the contract-holder,
- (u) that the contract-holder must not allow the dwelling to become overcrowded by permitting more persons to live in the dwelling than the maximum number allowed, and

(1) 2015 p. 15.

(2) Adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall) o'r Ddeddf.

(1) 2015 c. 15.

(2) Section 55 (anti-social behaviour and other prohibited conduct) of the Act.

- (v) bod Rhan 10 o Ddeddf Tai 1985 (gorlenwi)(1) yn darparu'r sail ar gyfer penderfynu ar yr uchafswm o bobl y caniateir iddynt fyw yn yr annedd.

- (v) that Part 10 of the Housing Act 1985 (overcrowding)(1) provides the basis for determining the maximum number of people permitted to live in the dwelling.

Materion rhagnodedig pellach y mae rhaid darparu gwybodaeth esboniadol ar eu cyfer ar gyfer mathau penodol o ddatganiad ysgrifenedig o gontract meddiannaeth

4. Mae rheoliadau 5 i 9 yn rhagnodi'r wybodaeth esboniadol y mae rhaid ei chynnwys yn y datganiad ysgrifenedig o fathau penodedig o gontractau meddiannaeth.

Further prescribed matters for which explanatory information must be provided for specific types of written statement of occupation contract

4. Regulations 5 to 9 prescribe the explanatory information which must be contained in the written statement of specified types of occupation contract.

Contract safonol cyfnodol

5. Mewn perthynas â chontract safonol cyfnodol, yn ogystal â chynnwys y materion a ragnodir yn rheoliad 3, rhaid i ddatganiad ysgrifenedig o'r contract meddiannaeth gynnwys gwybodaeth esboniadol ynghylch y materion a ganlyn—

- (a) bod contract deiliad y contract yn gyfnodol ac yn parhau o un cyfnod rhentu i'r nesaf (sef fel arfer yn fisol, yn wythnosol neu'n chwarterol);
- (b) cyn y gall llys wneud gorchymyn adennill meddiant, bod rhaid i'r landlord ddangos bod yr holl weithdrefnau cywir wedi eu dilyn a bod o leiaf un o'r canlynol wedi ei fodloni—
 - (i) bod deiliad y contract wedi torri un neu ragor o delerau'r contract meddiannaeth (sy'n cynnwys methu â thalu rhent, ymgymryd ag ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall neu fygwth ymgymryd ag ymddygiad o'r fath, neu fetu â gofalu'n briodol am yr annedd) a'i bod yn rhesymol ei droi allan;
 - (ii) bod gan ddeiliad y contract ôl-ddyledion rhent difrifol (er enghraifft pan fo'r cyfnod rhentu yn fis, os oes o leiaf ddau fis o rent heb ei dalu);
 - (iii) bod angen i'r landlord symud deiliad y contract a bod un o'r seiliau rheoli ystad o dan adran 160 (seiliau rheoli ystad) o'r Ddeddf yn gymwys, bod llety arall addas ar gael, neu y bydd ar gael, pan fydd y gorchymyn yn cael effaith a'i bod yn rhesymol ei droi allan;

Periodic standard contract

5. In relation to a periodic standard contract, in addition to the matters prescribed in regulation 3, a written statement of the occupation contract must contain explanatory information about the following matters—

- (a) that the contract-holder's contract is periodic and continues from one rental period to the next (typically monthly, weekly or quarterly);
- (b) that before a court can make a possession order, the landlord must demonstrate that all the correct procedures have been followed and that at least one of the following is satisfied—
 - (i) the contract-holder has broken one or more terms of the occupation contract (which include, failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict them;
 - (ii) the contract-holder is in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
 - (iii) the landlord needs to move the contract-holder and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them;

(1) 1985 p. 68, diwygiwyd adran 325 gan O.S 2019/1458; mae offerynnau diwygio eraill ond nid yw unrhyw un ohonynt yn berthnasol i'r Rheoliadau hyn.

(1) 1985 c. 68, section 325 was amended by S.I. 2019/1458; there are other amending instruments but none that are relevant to these Regulations.

(iv) pan fo'r contract meddiannaeth yn ymgorffori adran 173 (hysbysiad y landlord) o'r Ddeddf fel teler o'r contract meddiannaeth, bod y landlord wedi rhoi hysbysiad i ddeiliad y contract o dan adran 173 o'r Ddeddf bod rhaid iddo ildio meddiannaeth ar ddyddiad a bennir yn yr hysbysiad a bod hefyd rhaid i'r landlord ddangos—

(aa) nad yw unrhyw gyfyngiadau ar roi hysbysiad o dan 173 o'r Ddeddf yn gymwys, gan gynnwys y cyfyngiadau a nodir yn adran 75 (canlyniadau eraill gweithredu tai amlfeddiannaeth didrwydded: cyfyngiad ar derfynu tenantiaethau) ac adran 98 (canlyniadau eraill gweithredu tai didrwydded: cyfyngiad ar derfynu tenantiaethau) o Ddeddf Tai 2004(1) ac adran 44 (cyfyngiad ar derfynu tenantiaethau) o Ddeddf Tai (Cymru) 2014(2)),

(bb) y rhoddwyd o leiaf chwe mis o hysbysiad i ddeiliad y contract bod rhaid iddo ildio meddiant ac na chaniateir rhoi'r hysbysiad yn ystod y chwe mis cyntaf ar ôl dyddiad meddiannu'r contract, heblaw pan fo'r contract o fewn Atodlen 8A(3) neu Atodlen 9(4) i'r Ddeddf, ac

(cc) pan fo'r contract o fewn Atodlen 8A i'r Ddeddf, y rhoddwyd o leiaf ddau fis o hysbysiad i ddeiliad y contract bod rhaid iddo ildio meddiant.

(iv) where the occupation contract incorporates section 173 (landlord's notice) of the Act as a term of the occupation contract, the landlord has given the contract-holder notice under section 173 of the Act that they must give up possession on a specified date in the notice and the landlord also must demonstrate—

(aa) no restrictions on giving notice under section 173 of the Act apply, including the restrictions set out in section 75 (other consequences of operating unlicensed HMOs: restriction on terminating tenancies) and section 98 (other consequences of operating unlicensed houses: restriction on terminating tenancies) of the Housing Act 2004(1) and section 44 (restriction on terminating tenancies) of the Housing (Wales) Act 2014(2)),

(bb) the contract-holder was given at least six months' notice that they must give up possession and the notice must not have been issued in the first six months of the occupation date of the contract, except where the contract is within Schedule 8A(3) or Schedule 9(4) to the Act, and

(cc) where the contract is within Schedule 8A to the Act, the contract-holder was given at least two months' notice that they must give up possession.

Contract safonol rhagarweiniol a chontract safonol ymddygiad gwaharddedig

6. Mewn perthynas â chontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig, yn ogystal â'r materion a ragnodir yn rheoliadau 3 a 5, rhaid i ddatganiad ysgrifenedig o'r

Introductory standard contract and prohibited conduct standard contract

6. In relation to an introductory standard contract or a prohibited conduct standard contract, in addition to the matters prescribed in regulations 3 and 5, a written

(1) 2004 p. 34.

(2) 2014 decc 7.

(3) Mae Atodlen 8A yn nodi'r contractau safonol y gellir eu terfynu gyda dau fis o hysbysiad o dan adran 173 (hysbysiad y landlord) neu gymal terfynu'r landlord. Mewnysodwyd Atodlen 8A gan adran 3 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 (dsc 3), ac Atodlen 1 iddi.

(4) Mae Atodlen 9 yn nodi'r contractau safonol nad yw'r cyfyngiadau yn adran 175 (cyfyngiad ar adran 173: ni chaniateir rhoi hysbysiad tan ar ôl chwe mis cyntaf meddiannaeth) ac adran 196 (cyfyngiad ar ddefnyddio cymal terfynu'r landlord tan ar ôl 18 mis cyntaf meddiannaeth) yn gymwys iddynt.

(1) 2004 c. 34.

(2) 2014 anaw 7.

(3) Schedule 8A sets out the standard contracts which can be terminated on two months' notice under section 173 (landlord's notice) or a landlord's break clause. Schedule 8A was inserted by section 3 of, and Schedule 1 to, the Renting Homes (Amendment) (Wales) Act 2021 (asc 3).

(4) Schedule 9 sets out the standard contracts to which limits in section 175 (restriction on section 173: notice may not be given until after the first six months of occupation) and section 196 (restriction on use of the landlord's break clause until after the first 18 months of occupation) do not apply.

contract meddiannaeth gynnwys gwybodaeth esboniadol ynghylch y mater a ganlyn: sef oni bai bod y contract meddiannaeth yn cael ei estyn neu ei derfynu fel arall, ar ddiwedd y cyfnod y gwneir y contract ar ei gyfer y bydd y contract yn dod yn gontract diogel.

Contract safonol â chymorth

7. Mewn perthynas â chontract safonol â chymorth, yn ogystal â'r materion a ragnodir yn rheoliadau 3 a 5, rhaid i ddatganiad ysgrifenedig o'r contract meddiannaeth gynnwys gwybodaeth esboniadol ynghylch y mater a ganlyn: sef y gellir gwahardd deiliad y contract dros dro o'r annedd os yw ef—

- (a) yn defnyddio trais yn erbyn person arall yn yr annedd,
- (b) yn gwneud rhywbeth yn yr annedd sy'n peri risg o niwed sylweddol i unrhyw berson, neu
- (c) yn ymddwyn mewn ffordd sy'n amharu'n ddifrifol ar allu preswlydd arall mewn llety â chymorth i fanteisio ar y cymorth a ddarperir mewn cysylltiad â'r llety hwnnw.

Contract safonol cyfnod penodol

8. Mewn perthynas â chontract safonol cyfnod penodol, yn ogystal â'r materion a ragnodir yn rheoliad 3, rhaid i ddatganiad ysgrifenedig o'r contract meddiannaeth gynnwys gwybodaeth esboniadol ynghylch y materion a ganlyn—

- (a) bod contract deiliad y contract ar gyfer contract safonol cyfnod penodol, a'i fod y para am gyfnod penodedig o amser y cytunir arno rhwng deiliad y contract a'r landlord;
- (b) cyn y gall llys wneud gorchymyn adennill meddiant, bod rhaid i'r landlord ddangos bod y gweithdrefnau cywir wedi eu dilyn a bod o leiaf un o'r canlynol wedi ei fodloni—
 - (i) bod deiliad y contract wedi torri un neu ragor o delerau'r contract (sy'n cynnwys methu â thalu rhent, ymgymryd ag ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall neu fygwth ymgymryd ag ymddygiad o'r fath, neu fethu â gofalu'n briodol am yr annedd) a'i bod yn rhesymol ei droi allan;
 - (ii) bod gan ddeiliad y contract ôl-ddyledion rhent difrifol (er enghraifft pan fo'r cyfnod rhentu yn fis, os oes o leiaf ddau fis o rent heb ei dalu);
 - (iii) bod angen i'r landlord symud deiliad y contract, a bod un o'r seiliau rheoli ystad

statement of the occupation contract must contain explanatory information about the following matter: that unless the occupation contract is extended or otherwise terminated, at the end of the period for which it is made, the contract will become a secure contract.

Supported standard contract

7. In relation to a supported standard contract, in addition to the matters prescribed in regulations 3 and 5, a written statement of the occupation contract must contain explanatory information about the following matter: that the contract-holder can be temporarily excluded from the dwelling if they—

- (a) are violent towards another person in the dwelling,
- (b) do something in the dwelling that creates a risk of significant harm to any person, or
- (c) behave in a way which seriously impedes the ability of another resident of supported accommodation to benefit from support provided in connection with that accommodation.

Fixed term standard contract

8. In relation to a fixed term standard contract, in addition to the matters prescribed in regulation 3, a written statement of the occupation contract must contain explanatory information about the following matters—

- (a) that the contract-holder's contract is for a fixed term standard contract and it lasts for a specified period of time agreed between the contract-holder and the landlord;
- (b) that before a court can make a possession order, the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—
 - (i) the contract-holder has broken one or more terms of the contract (which include failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict them;
 - (ii) the contract-holder is in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
 - (iii) the landlord needs to move the contract-holder, and one of the estate management grounds under section 160 of the Act

o dan adran 160 o'r Ddeddf yn gymwys, bod llety arall addas ar gael, neu y bydd ar gael, pan fydd y gorchymyn yn cael effaith a'i bod yn rhesymol ei droi allan;

- (iv) pan fo'r contract o fewn Atodlen 9B(1) i'r Ddeddf, y rhoddwyd o leiaf ddau fis o hysbysiad i ddeiliad y contract bod rhaid iddo ildio meddiant o dan adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod contract sydd o fewn Atodlen 9B) o'r Ddeddf;
- (v) pan fo'r contract meddiannaeth yn ymgorffori adran 194 (cymal terfynu'r landlord) o'r Ddeddf fel teler o'r contract meddiannaeth, bod y landlord wedi rhoi hysbysiad i ddeiliad y contract o dan adran 194 o'r Ddeddf bod rhaid iddo ildio meddiant ar ddyddiad a bennir yn yr hysbysiad hwnnw, a bod hefyd rhaid i'r landlord ddangos—
 - (aa) nad yw unrhyw gyfyngiadau ar roi hysbysiad o dan adran 194 o'r Ddeddf yn gymwys;
 - (bb) y rhoddwyd o leiaf chwe mis o hysbysiad i ddeiliad y contract bod rhaid iddo ildio meddiant, y rhoddwyd yr hysbysiad o leiaf 18 mis ar ôl y dyddiad meddiannu, a bod cyfnod penodol y contract ar gyfer o leiaf ddwy flynedd, heblaw pan fo'r contract meddiannaeth yn gontract safonol o fewn Atodlen 8A, Atodlen 9 neu Atodlen 9C(2) i'r Ddeddf;
 - (cc) pan fo'r contract meddiannaeth o fewn Atodlen 8A i'r Ddeddf, y rhoddwyd o leiaf ddau fis o hysbysiad i ddeiliad y contract bod rhaid iddo ildio meddiant;
 - (dd) pan fo'r contract meddiannaeth o fewn naill ai Atodlen 8A, Atodlen 9 neu Atodlen 9C neu unrhyw gyfuniad o'r Atodlenni hynny i'r Ddeddf, y rhoddwyd yr hysbysiad perthnasol i ddeiliad y contract bod rhaid iddo ildio meddiant; ac

applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them;

- (iv) where the contract is within Schedule 9B(1) to the Act, the contract-holder was given at least two months' notice that they must give up possession under section 186 (landlord's notice in connection with end of term of contract within Schedule 9B) of the Act;
- (v) where the occupation contract incorporates section 194 (landlord's break clause) of the Act as a term of the occupation contract, the landlord has given the contract-holder notice under section 194 of the Act that they must give up possession on a date specified in that notice and the landlord also must demonstrate that—
 - (aa) no restrictions on giving notice under section 194 of the Act apply;
 - (bb) the contract-holder was given at least six months' notice that they must give up possession the notice was given at least 18 months after the occupation date, and the fixed term of the contract was for at least two years, except where the occupation contract is standard contract within Schedule 8A, Schedule 9 or Schedule 9C(2) to the Act;
 - (cc) where the occupation contract is within Schedule 8A to the Act, contract-holder was given at least two months' notice that they must give up possession;
 - (dd) where the occupation contract is within either Schedule 8A, Schedule 9 or Schedule 9C or any combination of these Schedules to the Act, the contract-holder was given the relevant notice that they must give up possession; and for

(1) Mae Atodlen 9B yn nodi'r contractau tymor penodol y gellir eu terfynu o dan adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod contract o fewn Atodlen 9B). Mewnosodwyd Atodlen 9B gan adran 10 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021, ac Atodlen 3 iddi.

(2) Mae Atodlen 9C yn nodi'r contractau cyfnod penodol y caniateir eu terfynu o dan adran 194 (cymal terfynu'r landlord) hyd yn oed os yw'r contract meddiannaeth wedi ei wneud ar gyfer cyfnod o lai na dwy flynedd. Mewnosodwyd Atodlen 9C gan adran 11 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021, ac Atodlen 4 iddi.

(1) Schedule 9B sets out the fixed term contracts which can be terminated under section 186 (landlord's notice in connection with end of term of contract within Schedule 9B). Schedule 9B was inserted by section 10 of, and Schedule 3 to, the Renting Homes (Amendment) (Wales) Act 2021.

(2) Schedule 9C sets out the fixed term contracts which may be terminated under section 194 (landlord's break clause) even if the occupation contract is made for a term of less than two years. Schedule 9C was inserted by section 11 of, and Schedule 4 to, the Renting Homes (Amendment) (Wales) Act 2021.

at ddibenion y paragraff hwn, yr “hysbysiad perthnasol” yw'r hysbysiad sy'n gymwys i'r math o gontract meddiannaeth gan roi sylw i unrhyw gyfyngiadau sy'n gymwys i'r math penodol hwnnw o gontract meddiannaeth;

- (c) pe bai deiliad y contract yn parhau i feddiannu'r annedd ar ôl diwedd y cyfnod, bod y landlord a deiliad y contract i'w trin fel pe baent wedi gwneud contract safonol cyfnodol newydd mewn perthynas â'r annedd.

Contract diogel

9. Mewn perthynas â chontract diogel, yn ogystal â'r materion a ragnodir yn rheoliad 3, rhaid i ddatganiad ysgrifenedig o'r contract meddiannaeth gynnwys gwybodaeth esboniadol ynghylch y materion a ganlyn—

- (a) cyn y gall llys wneud gorchymyn adennill meddiant, rhaid i'r landlord ddangos bod y gweithdrefnau cywir wedi eu dilyn a bod o leiaf un o'r canlynol wedi ei fodloni—
- (i) bod deiliad y contract wedi torri un neu ragor o delerau'r contract (sy'n cynnwys methu â thalu rhent, ymgymryd ag ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall neu fygwth ymgymryd ag ymddygiad o'r fath, neu fethu â gofalu'n briodol am yr annedd) a'i bod yn rhesymol ei droi allan;
- (ii) bod angen i'r landlord symud deiliad y contract, a bod un o'r seiliau rheoli ystad o dan adran 160 o'r Ddeddf yn gymwys, bod llety arall addas ar gael, neu y bydd ar gael, pan fydd y gorchymyn yn cael effaith a'i bod yn rhesymol ei droi allan;
- (b) bod contract diogel deiliad y contract yn gyfnodol ac yn parhau o un cyfnod rhentu i'r nesaf (fel y cyfeirir ato yn y materion allweddol yn y datganiad ysgrifenedig).

the purposes of this paragraph, the “relevant notice” is the notice that is applicable to the type of occupation contract having regards to any restrictions that apply to that particular type of occupation contract;

- (c) that if the contract-holder remains in occupation after the end of the term, the landlord and contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling.

Secure contract

9. In relation to a secure contract in addition to the matters prescribed in regulation 3, a written statement of the occupation contract must contain explanatory information about the following matters—

- (a) that before a court can make a possession order, the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—
- (i) the contract-holder has broken one or more terms of the contract (which include, failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict them;
- (ii) the landlord needs to move the contract-holder, and one of the estate management grounds apply under section 160 of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them;
- (b) that the contract-holder's secure contract is periodic and continues from one rental period to the next (as referred to in the key matters within the written statement).

Julie James

Y Gweinidog Newid Hinsawdd, un o Weinidogion
Cymru
7 Ionawr 2022

Minister for Climate Change, one of the Welsh
Ministers
7 January 2022

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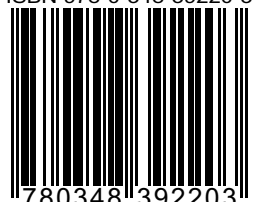
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