



OFFERYNNAU STATUDOL CYMRU

2022 Rhif 28 (Cy. 13)

TAI, CYMRU

**Rheoliadau Rhentu Cartrefi (Datganiadau
Ysgrifenedig Enghreifftiol o Gontract) (Cymru) 2022**

Gwnaed

7 Ionawr 2022

Gosodwyd gerbron Senedd Cymru

12 Ionawr 2022

Yn dod i rym yn unol â rheoliad 1

WELSH STATUTORY INSTRUMENTS

2022 No. 28 (W. 13)

HOUSING, WALES

**The Renting Homes (Model Written Statements
of Contract) (Wales) Regulations 2022**

Made

7 January 2022

Laid before Senedd Cymru

21 January 2022

Coming into force in accordance with regulation 1



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HOUSING, WALES

Rheoliadau Rhentu Cartrefi
(Datganiadau Ysgrifenedig
Enghreifftiol o Gontract) (Cymru)
2022

The Renting Homes (Model Written
Statements of Contract) (Wales)
Regulations 2022

NODYN ESBONIADOL

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

Mae Deddf Rhentu Cartrefi (Cymru) 2016 (dccc 1) (“y Ddeddf”) yn sefydlu dau fath o gontract meddiannaeth, sef contract diogel a chontract safonol. Gall contract safonol fod naill ai'n gontract cyfnodol neu'n gontract cyfnod penodol.

Mae'r Ddeddf hefyd yn sefydlu nifer o wahanol fathau o gontractau safonol y gellir eu defnyddio mewn amgylchiadau penodol, gan gynnwys contractau safonol rhagarweiniol, contractau safonol ymddygiad gwaharddedig a chontractau safonol â chymorth.

Mae adran 29(1) o'r Ddeddf (datganiad ysgrifenedig enghreifftiol o gontract) yn ei gwneud yn ofynnol i Weinidogion Cymru ragnodi datganiadau ysgrifenedig enghreifftiol o gontractau ar gyfer contractau meddiannaeth o unrhyw fath neu ddisgrifiad sy'n briodol yn eu barn hwy.

Mae datganiad ysgrifenedig enghreifftiol o gontract yn ddatganiad ysgrifenedig sy'n ymgorffori'r holl ddarpariaethau sylfaenol ac atodol sy'n gymwys i'r contract hwnnw, heb eu haddasu (gweler adran 29(2) o'r Ddeddf).

Mae rheoliad 3 o'r Rheoliadau hyn, a'r Atodlenni iddynt, yn rhagnodi datganiadau ysgrifenedig enghreifftiol o gontractau ar gyfer contractau diogel, contractau safonol cyfnodol a chontractau safonol cyfnod penodol.

EXPLANATORY NOTE

(This note is not part of the Regulations)

The Renting Homes (Wales) Act 2016 (anaw 1) (“the Act”) establishes two types of occupation contract, the secure contract and the standard contract. A standard contract can be either periodic or fixed term.

The Act also establishes a number of different types of standard contract which can be used in particular circumstances, these include introductory standard contracts, prohibited conduct standard contracts and supported standard contracts.

Section 29(1) of the Act (model written statement of contract) requires the Welsh Ministers to prescribe model written statements of contracts for such kinds or descriptions of occupation contract as they think fit.

A model written statement of contract is a written statement which incorporates without modification all the fundamental and supplementary provisions applicable to that contract (see section 29(2) of the Act).

Regulation 3 of, and the Schedules to, these Regulations prescribe model written statements of contracts for secure contracts, periodic standard contracts and fixed term standard contracts.

Mae rheoliad 3(1)(a) ac Atodlen 1 yn rhagnodi'r datganiad ysgrifenedig enghreifftiol o gontract sy'n gymwys i gontractau meddiannaeth diogel.

Mae rheoliad 3(1)(b) ac Atodlen 2 yn rhagnodi'r datganiad ysgrifenedig enghreifftiol o gontract sy'n gymwys i gontractau meddiannaeth safonol cyfnodol nad ydynt—

- (a) yn gontractau safonol â chymorth,
- (b) yn gontractau safonol rhagarweiniol,
- (c) yn gontractau safonol ymddygiad gwaharddedig,
- (d) yn gontractau safonol cyfnodol sydd wedi codi ar ddiwedd contract cyfnod penodol yn unol ag adran 184(2) (diwedd y cyfnod penodol) o'r Ddeddf, nac
- (e) yn gontractau safonol cyfnodol o fewn Atodlen 8A (contractau safonol y gellir eu terfynu ar ôl cyfnod hysbysu o ddau fis o dan adran 173 (hysbysiad y landlord) neu o dan gymal terfynu'r landlord) neu Atodlen 9 (contractau safonol nad yw'r cyfyngiadau yn adrannau 175 a 196 o'r Ddeddf (pryd y caniateir rhoi hysbysiad y landlord) yn gymwys iddynt) i'r Ddeddf.

Mae rheoliad 3(1)(c) ac Atodlen 3 yn rhagnodi'r datganiad ysgrifenedig enghreifftiol o gontract sy'n gymwys i gontractau safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd (gweler adran 90 (contractau safonol cyfnod penodol: canfod hyd y cyfnod) o'r Ddeddf)—

- (a) nad ydynt yn ymgorffori cymal terfynu'r landlord o dan adran 194 (cymal terfynu'r landlord) o'r Ddeddf,
- (b) nad ydynt yn ymgorffori cymal terfynu deiliad contract o dan adran 189 (cymal terfynu deiliad contract) o'r Ddeddf, ac
- (c) nad ydynt o fewn Atodlen 9B (contractau safonol cyfnod penodol y gellir eu terfynu drwy roi hysbysiad o dan adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol)) i'r Ddeddf.

Mae'n ofynnol i landlord ddarparu datganiad ysgrifenedig o gontract i ddeiliad y contract (gweler adran 31(1) (datganiad ysgrifenedig) o'r Ddeddf) ond nid yw'n ofynnol iddo ddefnyddio datganiad ysgrifenedig enghreifftiol o gontract. Fodd bynnag, rhaid i'r datganiad ysgrifenedig o gontract a ddefnyddir gydymffurfio â darpariaethau'r Ddeddf (gweler adrannau 31 i 33).

Regulation 3(1)(a) and Schedule 1 prescribe the model written statement of contract that applies to secure occupation contracts.

Regulation 3(1)(b) and Schedule 2 prescribe the model written statement of contract that applies to periodic standard occupation contracts which are not—

- (a) supported standard contracts,
- (b) introductory standard contracts,
- (c) prohibited conduct standard contracts,
- (d) periodic standard contracts that have arisen at the end of a fixed term contract in accordance with section 184(2) (end of fixed term) of the Act, or
- (e) periodic standard contracts within Schedule 8A (standard contracts which can be terminated on two months' notice under section 173 (landlord's notice) or a landlord's break clause) or Schedule 9 (standard contracts to which the limits in sections 175 and 196 of the Act (when landlord's notice may be given) do not apply) to the Act.

Regulation 3(1)(c) and Schedule 3 prescribe the model written statement of contract that applies to fixed term standard contracts made for a term of less than seven years (see section 90 (fixed term standard contracts: determining the length of the term) of the Act), which—

- (a) do not incorporate a landlord's break clause under section 194 (landlord's break clause) of the Act,
- (b) do not incorporate a contract-holder's break clause under section 189 (contract-holder's break clause) of the Act, and
- (c) are not within Schedule 9B (fixed term standard contracts which can be terminated by giving notice under section 186 (landlord's notice in connection with end of term)) to the Act.

A landlord is required to provide the contract-holder with a written statement of contract (see section 31(1) (written statement) of the Act) but is not required to use a model written statement of contract. However, the written statement of contract that is used must comply with the provisions of the Act (see sections 31 to 33).

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.

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.

2022 Rhif 28 (Cy. 13)

2022 No. 28 (W. 13)

TAI, CYMRU

HOUSING, WALES

Rheoliadau Rhentu Cartrefi
(Datganiadau Ysgrifenedig
Enghreiffiol o Gontract) (Cymru)
2022

The Renting Homes (Model Written
Statements of Contract) (Wales)
Regulations 2022

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 29(1) 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 29(1) and 256(1) of the Renting Homes (Wales) Act 2016(1).

Enwi a chychwyn

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

Title and commencement

1. The title of these Regulations is the Renting Homes (Model Written Statements of Contract) (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

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

(2) Mae i eiriau ac ymadroddion a ddefnyddir yn y Rheoliadau hyn yr un ystyr ag a roddir iddynt yn y Ddeddf.

Interpretation

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

(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) 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. See section 252 for the definition of “prescribed”.
(2) 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.

Datganiadau ysgrifenedig enghreifftiol o gontractau rhagnodedig

3.—(1) Mae'r datganiad ysgrifenedig enghreifftiol o gontract sy'n gymwys i—

- (a) contract meddiannaeth diogel, wedi ei nodi yn Atodlen 1;
- (b) contract meddiannaeth safonol cyfnodol perthnasol, wedi ei nodi yn Atodlen 2;
- (c) contract safonol cyfnod penodol perthnasol, wedi ei nodi yn Atodlen 3.

(2) At ddibenion y rheoliad hwn—

- (a) ystyr “contract meddiannaeth safonol cyfnodol perthnasol” yw contract meddiannaeth safonol cyfnodol—
 - (i) nad yw'n gontract safonol â chymorth;
 - (ii) nad yw'n gontract safonol rhagarweiniol;
 - (iii) nad yw'n gontract safonol ymddygiad gwaharddedig;
 - (iv) nad yw'n gontract safonol cyfnodol sydd yn bodoli ar ddiwedd contract cyfnod penodol yn unol ag adran 184(2) (diwedd y cyfnod penodol) o'r Ddeddf;
 - (v) nad yw'n gontract safonol cyfnodol sydd o fewn Atodlen 8A(1) (contractau safonol y gellir eu terfynu ar ôl cyfnod hysbysu o ddau fis o dan adran 173 neu o dan gymal terfynu'r landlord) neu Atodlen 9(2) (contractau safonol nad yw'r cyfyngiadau yn adrannau 175 a 196 (pryd y caniateir rhoi hysbysiad y landlord) yn gymwys iddynt) i'r Ddeddf;
- (b) ystyr “contract safonol cyfnod penodol perthnasol” yw contract safonol cyfnod penodol a wneir am gyfnod o lai na saith mlynedd—
 - (i) nad yw'n ymgorffori unrhyw ddarpariaethau yn ymwneud â chymal terfynu'r landlord o dan adran 194(3) (cymal terfynu'r landlord) o'r Ddeddf;
 - (ii) nad yw'n ymgorffori unrhyw ddarpariaethau yn ymwneud â chymal terfynu deiliad contract o dan adran 189 (cymal terfynu deiliad contract) o'r Ddeddf, a

Prescribed model written statements of contracts

3.—(1) The model written statement of contract that applies to a—

- (a) secure occupation contract, is set out in Schedule 1;
- (b) relevant periodic standard occupation contract, is set out in Schedule 2;
- (c) relevant fixed term standard contract, is set out in Schedule 3.

(2) For the purposes of this regulation—

- (a) a “relevant periodic standard occupation contract” means a periodic standard occupation contract, which is not a—
 - (i) supported standard contract;
 - (ii) introductory standard contract;
 - (iii) prohibited conduct standard contract;
 - (iv) periodic standard contract that has arisen at the end of a fixed term contract in accordance with section 184(2) (end of fixed term) of the Act;
 - (v) periodic standard contract that is within Schedule 8A(1) (standard contracts which can be terminated on two months' notice under section 173 or a landlord's break clause) or Schedule 9(2) (standard contracts to which limits in sections 175 and 196 (when landlord's notice may be given) do not apply) to the Act;
- (b) a “relevant fixed term standard contract” means a fixed term standard contract made for a term of less than seven years, which—
 - (i) does not incorporate any provisions relating to a landlord's break clause under section 194(3) (landlord's break clause) of the Act,
 - (ii) does not incorporate any provisions relating to a contract-holder's break clause under section 189 (contract-holder's break clause) of the Act, and

(1) Mewnosodwyd Atodlen 8A i'r Ddeddf gan adran 3 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 (dsc 3), ac Atodlen 1 iddi.

(2) Diwygiwyd Atodlen 9 i'r Ddeddf gan adrannau 14 a 18 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021, a pharagraffau 1 a 9 o Atodlen 5 iddi, a pharagraffau 1 a 26 o Atodlen 6 iddi.

(3) Diwygiwyd adran 194 gan adran 11(1) o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021.

(1) Schedule 8A to the Act was inserted by section 3 of, and Schedule 1 to, the Renting Homes (Amendment) (Wales) Act 2021 (asc 3).

(2) Schedule 9 to the Act was amended by sections 14 and 18 of, and paragraphs 1 and 9 of Schedule 5 and paragraphs 1 and 26 of Schedule 6 to, the Renting Homes (Amendment) (Wales) Act 2021.

(3) Section 194 was amended by section 11(1) of the Renting Homes (Amendment) (Wales) Act 2021.

(iii) nad yw o fewn Atodlen 9B(1) (contractau safonol cyfnod penodol y gellir eu terfynu drwy roi hysbysiad o dan adran 186 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol)) i'r Ddeddf.

(iii) is not within Schedule 9B(1) (fixed term standard contracts which can be terminated by giving notice under section 186 (landlord's notice in connection with end of term)) to the Act.

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

(1) Mewnosodwyd Atodlen 9B gan adran 10 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 ac Atodlen 3 iddi.

(1) Schedule 9B was inserted by section 10 of, and Schedule 3 to, the Renting Homes (Amendment) (Wales) Act 2021.

DATGANIAD YSGRIFENEDIG
ENGHREIFFTIOL O GONTRACT
MEDDIANNAETH DIOGEL

RHAN 1

CONTRACT MEDDIANNAETH DIOGEL –
GWYBODAETH ESBONIADOL

Dyma eich datganiad ysgrifenedig o'r contract meddiannaeth yr ydych wedi ei wneud o dan Ddeddf Rhentu Cartrefi (Cymru) 2016 ("y Ddeddf"). Mae'r contract rhyngoch chi, fel "deiliad y contract", a'r "landlord".

Rhaid i'ch landlord roi datganiad ysgrifenedig am ddim i chi o fewn 14 o ddiwrnodau i'r "dyddiad meddiannu" (y diwrnod yr oedd gennych hawl i symud i mewn). Os na chawsoch gopi o'r datganiad ysgrifenedig hwn (gan gynnwys yn electronig, os ydych wedi cytuno i gael y datganiad ysgrifenedig ar ffurf electronig) o fewn 14 o ddiwrnodau i'r dyddiad meddiannu, am bob diwrnod y mae'n hwyr, gall y landlord fod yn atebol i dalu tâl digolledu i chi, sydd gyfwerth â diwrnod o rent, hyd at uchafswm o ddeufis o rent (oni bai bod y methiant yn fwriadol, ac os felly gallwch wneud cais i'r llys i gynyddu'r swm hwn).

Rhaid i'r datganiad ysgrifenedig gynnwys telerau eich contract a'r wybodaeth esboniadol y mae'n ofynnol i'r landlord ei rhoi i chi. Mae'r telerau yn nodi eich hawliau a'ch cyfrifoldebau, a hawliau a chyfrifoldebau'r landlord (hynny yw, y pethau y mae rhaid i chi a'ch landlord eu gwneud, neu y cewch chi a'ch landlord eu gwneud, o dan y contract meddiannaeth). Dylech ddarllen y telerau er mwyn sicrhau eich bod yn eu deall yn llwyr ac yn fodlon â hwy, ac yna dylech lofnodi yn y man lle y gofynnir ichi wneud hynny er mwyn cadarnhau eich bod yn fodlon. Dylid cadw'r datganiad ysgrifenedig yn ddiogel oherwydd efallai y bydd angen i chi gyfeirio ato yn y dyfodol.

MODEL WRITTEN STATEMENT OF
A SECURE OCCUPATION
CONTRACT

PART 1

SECURE OCCUPATION CONTRACT –
EXPLANATORY INFORMATION

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder," and the "landlord".

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically, if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day it is late, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

Mae telerau eich contract yn cynnwys:

materion allweddol – hynny yw, cyfeiriad yr annedd, y dyddiad meddiannu, swm y rhent (neu gydnabyddiaeth arall(1)) a'r cyfnod rhentu (h.y. y cyfnod y mae'r rhent yn daladwy mewn cysylltiad ag ef (e.e. yn wythnosol neu'n fisol)).

telerau sylfaenol – darpariaethau o'r Ddeddf sydd wedi eu cynnwys yn awtomatig fel telerau contract meddiannaeth yw'r rhain. Ni ellir newid rhai a rhaid iddynt adlewyrchu'r geiriad yn y Ddeddf(2). Fodd bynnag, gellir hepgor neu newid eraill, ond dim ond os ydych chi a'r landlord yn cytuno i wneud hynny a'i fod o fudd i chi fel deiliad y contract.

telerau atodol – darpariaethau a nodir mewn rheoliadau a wneir gan Weinidogion Cymru yw'r rhain, sydd hefyd wedi eu cynnwys yn awtomatig fel telerau contract meddiannaeth. Fodd bynnag, ar yr amod eich bod chi a'r landlord yn cytuno i wneud hynny, gellir hepgor neu newid y rhain, naill ai er eich budd chi neu er budd y landlord. Ni ellir hepgor nac addasu telerau atodol mewn modd a fyddai'n gwneud y telerau hynny'n anghydnaws â theler sylfaenol.

Pan fo teler sylfaenol neu atodol wedi ei hepgor neu ei newid, rhaid nodi hyn yn y datganiad ysgrifenedig hwn.

Gall telerau eich contract hefyd gynnwys:

telerau ychwanegol – darpariaethau yr ydych chi a'r landlord wedi cytuno arnynt yw'r rhain, a gallant ymdrin ag unrhyw fater arall, ar yr amod nad ydynt yn gwrthdaro â mater allweddol, teler sylfaenol neu deler atodol.

O dan adran 62 o Ddeddf Hawliau Defnyddwyr 2015(3), ni fydd teler ychwanegol, nac unrhyw newid i deler atodol, sy'n annheg (o fewn yr ystyr a roddir i "unfair" yn y Ddeddf honno), yn eich rhwymo.

Gall datganiad ysgrifenedig anghywir neu anghyflawn olygu bod y landlord yn atebol i dalu tâl digolledu i chi.

Pan gytunir ar unrhyw newidiadau i'r contract hwn ar ôl iddo ddechrau, rhaid i'r landlord roi copi ysgrifenedig o'r teler neu'r telerau newydd, neu ddatganiad ysgrifenedig newydd o'r contract hwn, i chi o fewn 14 diwrnod i gytuno i'r newid.

The terms of your contract consist of:

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration(1)) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)).

fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act(2). However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

The terms of your contract may also include:

additional terms – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015(3), an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

(1) Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(2) O dan adran 33 o'r Ddeddf, caniateir gwneud newidiadau golygyddol i eiriad teler ar yr amod nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd.

(3) 2015 p. 15.

(1) "Other consideration" could include, for example, doing something equivalent to paying rent such as providing a service to or undertaking work for the landlord.

(2) Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

(3) 2015 c. 15.

Mae eich contract yn gcontract diogel, sy'n golygu ei fod yn gyfnodol a'i fod yn parhau o un cyfnod rhentu i'r nesaf (fel arfer o fis i fis neu o wythnos i wythnos). Mae hefyd yn golygu na ellir eich troi allan heb orchymyn llys, oni bai eich bod yn cefnu ar yr annedd.

Cyn i lys wneud gorchymyn o'r fath bydd rhaid i'r landlord ddangos bod y gweithdrefnau cywir wedi eu dilyn a bod o leiaf un o'r canlynol wedi ei fodloni—

- (a) eich bod wedi torri un neu ragor o delerau'r contract hwn (sy'n cynnwys unrhyw ôl-ddyledion rhent, ymgymryd ag ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall, a methu â gofalu'n briodol am yr annedd) a'i bod yn rhesymol eich troi allan, neu
- (b) bod angen i'ch landlord eich symud, 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 eich troi allan.

Mae gennych hawliau pwysig o ran sut y gallwch ddefnyddio'r annedd, er bod angen cydsyniad eich landlord ar gyfer rhai ohonynt. Gall rhywun sy'n byw gyda chi yn yr annedd fod â hawl i olynu i'r contract hwn os ydych yn marw.

Ni chewch ganiatáu i'r annedd ddod yn orlawn drwy ganiatáu i fwy o bobl fyw ynddi na'r uchafswm a ganiateir. Mae Rhan 10 o Ddeddf Tai 1985(1) yn darparu'r sail ar gyfer pennu'r uchafswm o bobl y caniateir iddynt fyw yn yr annedd.

Gellir eich dal yn gyfrifol am ymddygiad pawb sy'n byw yn yr annedd ac sy'n ymweld â hi. Gall ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall gynnwys gormod o sŵn, cam-drin geiriol ac ymosod corfforol. Gall hefyd gynnwys cam-drin domestig (gan gynnwys cam-drin corfforol, emosynol a rhywiol, seicolegol, emosynol neu ariannol).

Os bydd problem gyda'ch cartref, dylech gysylltu â'ch landlord yn gyntaf. Gall llawer o broblemau gael eu datrys yn gyflym drwy eu codi'n syth. Os na allwch ddod i gytundeb â'ch landlord, efallai y byddwch am gysylltu ag asiantaeth gynghori (megis Cyngor ar Bopeth Cymru neu Shelter Cymru) neu gynghorwyr cyfreithiol annibynnol. Mae'n bosibl mai drwy'r llysoedd sirol y caiff anghydfodau ynghylch eich contract eu setlo yn y pen draw.

Your contract is a secure contract, which means that it is periodic and continues from one rental period to the next (typically from month to month or week to week). It also means that you cannot be evicted without a court order, unless you abandon the dwelling.

Before a court makes such an order the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—

- (a) you have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you, or
- (b) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be available when the order takes effect) and it is reasonable to evict you.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985(1) provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

(1) 1985 p. 68.

(1) 1985 c. 68.

Os oes gennych unrhyw gwestiynau am y contract hwn, efallai y bydd yr ateb ar wefan Llywodraeth Cymru ynghyd â gwybodaeth berthnasol arall, megis gwybodaeth ynghylch datrys anghydfodau. Fel arall, efallai y byddwch am gysylltu ag asiantaeth gynghori (megis Cyngor ar Bopeth Cymru neu Shelter Cymru) neu gynghorwyr cyfreithiol annibynnol.

If you have any questions about this contract, you may find the answer on the Welsh Government's website along with other relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

RHAN 2

CONTRACT MEDDIANNAETH DIOGEL – MATERION ALLWEDDOL

Nodir y materion allweddol a gwybodaeth ynghylch y blaendal a'r landlord isod.

Mae'r contract hwn

rhwng: _____

(landlord neu landlordiaid)

a: _____

(deiliad neu ddeiliaid y contract)

Mae'n ymwneud â: _____

(yr annedd)

Y rhent cychwynnol yw £ _____ yr wythnos / y mis /

(dilëwch fel y bo'n gymwys)(1)

Rhaid gwneud y taliad cyntaf ar _____

A rhaid gwneud taliadau pellach ar _____

PART 2

SECURE OCCUPATION CONTRACT – KEY MATTERS

The key matters and information about the deposit and landlord are set out below.

This contract is

between: _____

(landlord)(s)

and: _____

(contract-holder)(s)

It relates to: _____

(the dwelling)

The initial rent is £ _____ per week / month /

(delete as applicable)(1)

The first payment is to be made on _____

And further payments are to be made _____

(1) Pan fo cydnabyddiaeth arall yn ddyledus, rhaid nodi'r manylion yma. Gallai 'cydnabyddiaeth arall' gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(1) Where other consideration is due, the details must be set out here. "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

Gallwch gysylltu â'r landlord

drwy'r post: _____

dros y ffôn: _____

drwy e-bost: _____

Rydych wedi talu blaendal o £ _____

Am ragor o wybodaeth am y ffordd y delir eich blaendal:

Y dyddiad meddiannu (pan gewch ddechrau meddiannu'r annedd) yw:

You can contact the landlord

by post: _____

by telephone: _____

by e-mail: _____

You have paid a deposit of £ _____

For more information about the holding of your deposit:

The occupation date (when you can begin occupying the dwelling) is:

Llofnodwch isod i ddangos eich bod yn cytuno i'r contract hwn

Please sign below as evidence of your agreement to this contract

Deiliad neu ddeiliaid y contract

Contract-holder(s)

Enw _____

Name _____

Llofnod _____

Signature _____

Dyddiad _____

Date _____

Enw _____

Name _____

Llofnod _____

Signature _____

Dyddiad _____

Date _____

Landlord neu landlordiaid

Landlord(s)

Enw _____

Name _____

Llofnod _____

Signature _____

Dyddiad _____

Date _____

RHAN 3

CONTRACT MEDDIANNAETH DIOGEL – TELERAU SYLFAENOL AC ATODOL

Nodir telerau sylfaenol ac atodol y contract diogel hwn yn y Rhan hon. Mae **(F)** wedi ei ychwanegu ar ôl isbennawd y teler ar gyfer y telerau sylfaenol na ellir eu hepgor o'r contract hwn na'u newid⁽¹⁾. Mae **(F+)** wedi ei ychwanegu at y telerau sylfaenol y gellir eu hepgor neu eu newid. Mae **(S)** wedi ei ychwanegu at y telerau atodol.

[*Pan fo telerau ychwanegol wedi eu cynnwys*] Mae **(A)** wedi ei ychwanegu at y telerau ychwanegol.

[*Pan fo unrhyw deler sylfaenol neu atodol wedi ei hepgor o'r contract neu wedi ei newid fel arall*] ~~Tynnir llinell~~ drwy destun sydd wedi ei hepgor o deler sylfaenol neu atodol a dangosir unrhyw destun newydd mewn PRIFLYTHRENNAU.

Pan fo teler yn cyfeirio at ddeiliad y contract, mae'n defnyddio "chi" fel arfer yn hytrach na "deiliad y contract". Yn yr un modd, pan fo teler yn cyfeirio at rywbeth sy'n eiddo i ddeiliad y contract, mae'n defnyddio "eich" yn hytrach na "deiliad y contract" fel arfer.

[*Pan fo troednodiadau wedi eu cynnwys*] Nid yw troednodiadau'n rhan o delerau'r contract hwn, ond maent wedi eu cynnwys pan fo hynny'n ddefnyddiol.

MYNEGAI

Trefnir y telerau o dan y penawdau a ganlyn ac yn y drefn a ganlyn:

Rhent a thaliadau eraill

Blaendal

Meddiannu'r annedd

Ymddygiad gwaharddedig

Rheoli'r annedd

Gofalu am yr annedd – cyfrifoldebau deiliad y contract

PART 3

SECURE OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this secure contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed⁽¹⁾ have **(F)** added after the term sub-heading. Fundamental terms that can be left out or changed have **(F+)** added. Supplementary terms have **(S)** added.

[*Where additional terms are included*] Additional terms have **(A)** added.

[*Where any fundamental or supplementary term has been left out of the contract or otherwise changed*] Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses "you" instead of "the contract-holder". Similarly where a term is referring to something belonging to the contract-holder, it usually uses "your" rather "the contract-holder's".

[*Where footnotes are included*] Footnotes do not form part of the terms of this contract, but have been included where that is helpful.

INDEX

The terms are arranged under the following headings and in the following order:

Rent and other charges

Deposit

Occupation of the dwelling

Prohibited conduct

Control of the dwelling

Care of the dwelling – contract-holder's responsibilities

(1) O dan adran 33 o'r Ddeddf, caniateir gwneud newidiadau golygyddol i eiriad teler ar yr amod nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd.

(1) Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

Gofalu am yr annedd – rhwymedigaethau'r landlord

Gwneud newidiadau i'r annedd neu i gyfleustodau

Diogelwch a diogeledd yr annedd: cyfrifoldebau deiliad y contract

Creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract neu gymryd morgais

Darpariaethau ynglŷn â chyd-ddeiliaid contract

Terfynu'r contract: cyffredinol

Terfynu gan ddeiliad y contract

Terfynu gan y landlord: hawliadau meddiant a hysbysiadau adennill meddiant

Terfynu gan y landlord: seiliau dros wneud hawliad meddiant

Gorchymyn adennill meddiant gan y llys

Amrywio

Datganiadau ysgrifenedig a darparu gwybodaeth gan y landlord

Materion eraill

Atodiad: Seiliau Rheoli Ystad

TELERAU

Rhent a thaliadau eraill

Derbynneb am rent neu gydnabyddiaeth arall (S)

1. Rhaid i'r landlord, o fewn 14 o ddiwrnodau i gael cais gennych chi, ddarparu i chi dderbynneb ysgrifenedig am unrhyw rent neu gydnabyddiaeth arall(1) a ddalwyd neu a ddarparwyd o dan y contract.

Cyfnodau pan na fo'r annedd yn ffit i bobl fyw ynddi (S)

2. Nid yw'n ofynnol i chi dalu rhent mewn cysylltiad ag unrhyw ddiwrnod neu ran o ddiwrnod pan na fo'r annedd yn ffit i bobl fyw ynddi(2).

Care of the dwelling – landlord's obligations

Making changes to the dwelling or utilities

Security and safety of the dwelling: contract-holder's responsibilities

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Provisions about joint contract-holders

Termination of contract: general

Termination by contract-holder

Termination by the landlord: possession claims and possession notices

Termination by the landlord: grounds for making a possession claim

Court's Order for possession

Variation

Written statements and the provision of information by landlord

Other matters

Annex: Estate Management Grounds

TERMS

Rent and other charges

Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration(1) paid or provided under the contract.

Periods when the dwelling is unfit for human habitation (S)

2. You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation(2).

(1) Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(2) Wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi, rhaid rhoi sylw i'r materion a'r amgylchiadau a nodir yn y rheoliadau a wneir o dan adran 94 o'r Ddeddf, sydd i'w gweld ar wefan Llywodraeth Cymru.

(1) "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

(2) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

Yr hawl i osod yn erbyn(1) (F+)

3. Os yw'r landlord yn atebol i dalu tâl digolledu i chi o dan adran 87 o'r Ddeddf, cewch osod yr atebolrwydd hwnnw yn erbyn rhent(2).

Amrywio rhent(3) (F+)

4.—(1) Caiff y landlord amrywio'r rhent sy'n daladwy o dan y contract hwn drwy roi hysbysiad i chi yn nodi rhent newydd sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.

(2) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i chi a'r dyddiad a bennir fod yn llai na dau fis.

(3) Yn ddarostyngedig i hynny—

- (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
- (b) ni chaiff hysbysiadau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd rhent newydd effaith ddiwethaf.

Amrywio cydnabyddiaeth arall(4) (F+)

5.—(1) Pan fo cydnabyddiaeth heblaw rhent yn daladwy o dan y contract hwn, caniateir amrywio swm y gydnabyddiaeth—

- (a) drwy gytundeb rhwng y landlord a chithau, neu
- (b) gan y landlord yn unol â pharagraffau (2) i (4) o'r teler hwn.

(2) Caiff y landlord roi hysbysiad i chi sy'n nodi swm newydd o gydnabyddiaeth sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.

(3) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i chi a'r dyddiad a bennir fod yn llai na dau fis.

(4) Yn ddarostyngedig i hynny—

- (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a

Right of set off(1) (F+)

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent(2).

Variation of rent(3) (F+)

4.—(1) The landlord may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice.

(2) The period between the day on which the notice is given to you and the specified date may not be less than two months.

(3) Subject to that—

- (a) the first notice may specify any date, and
- (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

Variation of other consideration(4) (F+)

5.—(1) Where consideration other than rent is payable under this contract, the amount of consideration may be varied—

- (a) by agreement between the landlord and you, or
- (b) by the landlord in accordance with paragraphs (2) to (4) of this term.

(2) The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.

(3) The period between the day on which the notice is given to you and the specified date may not be less than two months.

(4) Subject to that—

- (a) the first notice may specify any date, and

(1) Nid yw'r teler hwn ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt.

(2) Ystyr "yr hawl i osod yn erbyn" yw, os yw'n ofynnol i landlord dalu tâl digolledu i ddeiliad contract am bethau megis methu â darparu datganiad ysgrifenedig o'r contract, y caiff deiliad y contract atal rhent sydd gyfwerth â'r tâl digolledu sy'n ddyledus. Mae adran 87 o'r Ddeddf yn nodi'r holl amgylchiadau y gall landlord fod yn atebol i dalu tâl digolledu oddi tanynt a'r ffordd y mae'r tâl digolledu hwnnw i'w gyfrifo.

(3) Nid yw'r teler hwn ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt.

(4) Nid yw'r teler hwn ond yn gymwys i gontractau y mae cydnabyddiaeth heblaw rhent yn daladwy oddi tanynt.

(1) This term only applies to contracts under which rent is payable.

(2) The "right of set off" means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

(3) This term only applies to contracts under which rent is payable.

(4) This term only applies to contracts under which consideration other than rent is payable.

- (b) ni chaiff hysbysiadau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd swm newydd o gydnabyddiaeth effaith ddiwethaf.

- (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

Blaendal

Ffurf sicrwydd (F+)

6. Ni chaiff y landlord ei gwneud yn ofynnol i sicrwydd (sy'n cynnwys blaendal) gael ei roi ar unrhyw ffurf heblaw—

- (a) arian, neu
- (b) gwarant.

Gofyniad i ddefnyddio cynllun blaendal (F)

7.—(1) Os ydych yn talu blaendal o dan y contract hwn (neu os yw person arall yn talu blaendal ar eich rhan), rhaid ymdrin â'r blaendal yn unol â chynllun blaendal awdurdodedig⁽¹⁾.

(2) Cyn diwedd y cyfnod o 30 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r blaendal yn cael ei dalu, rhaid i'r landlord—

- (a) cydymffurfio â gofynion cychwynnol y cynllun blaendal awdurdodedig, a
- (b) rhoi'r wybodaeth ofynnol i chi (ac i unrhyw berson sydd wedi talu'r blaendal ar eich rhan).

(3) Yr wybodaeth ofynnol yw unrhyw wybodaeth a bennir gan Weinidogion Cymru mewn rheoliadau yn unol ag adran 45 o'r Ddeddf, sy'n ymwneud ag—

- (a) y cynllun blaendal awdurdodedig sy'n gymwys,
- (b) cydymffurfiaeth y landlord â gofynion cychwynnol y cynllun, ac
- (c) gweithrediad Pennod 4 o Ran 3 o'r Ddeddf (Blaendaliadau a Chynlluniau Blaendal), gan gynnwys eich hawliau (a hawliau unrhyw berson sydd wedi talu'r blaendal ar eich rhan) mewn perthynas â'r blaendal.

Meddiannu'r annedd

Meddiannu'r annedd (S)

8.—(1) Rhaid i chi feddiannu'r annedd fel eich unig gartref neu eich prif gartref yn ystod cyfnod y contract.

Deposit

Form of security (F+)

6. The landlord may not require security (which includes a deposit) to be given in any form other than—

- (a) money, or
- (b) a guarantee.

Requirement to use a deposit scheme (F)

7.—(1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme⁽¹⁾.

(2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—

- (a) comply with the initial requirements of the authorised deposit scheme, and
- (b) give you (and any person who has paid the deposit on your behalf) the required information.

(3) The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to—

- (a) the authorised deposit scheme which applies,
- (b) the landlord's compliance with the initial requirements of the scheme, and
- (c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

Occupation of the dwelling

Occupation of the dwelling (S)

8.—(1) You must occupy the dwelling as your only or principal home during the term of the contract.

⁽¹⁾ Mae gwybodaeth ynghylch cynlluniau blaendal awdurdodedig a dolenni i'r "gwybodaeth ofynnol" i'w gweld ar wefan Llywodraeth Cymru.

⁽¹⁾ Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

(2) Pan fo cyd-ddeiliaid contract, rhaid i un ohonoch o leiaf feddiannu'r annedd fel eich unig gartref neu eich prif gartref yn ystod cyfnod y contract.

Ymddygiad gwaharddedig

Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall(1) (F)

9.—(1) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sydd â hawl (o ba bynnag ddisgrifiad)—

- (a) i fyw yn yr annedd sy'n ddarostyngedig i'r contract hwn, neu
- (b) i fyw mewn annedd neu lety arall yng nghyffiniau'r annedd sy'n ddarostyngedig i'r contract hwn.

(2) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sy'n cymryd rhan mewn gweithgarwch cyfreithlon—

- (a) yn yr annedd sy'n ddarostyngedig i'r contract hwn, neu
- (b) yng nghyffiniau'r annedd honno.

(3) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd—

- (a) a allai beri niwsans neu annifyrrwch—
 - (i) i'r landlord, neu
 - (ii) i berson (boed wedi ei gyflogi gan y landlord ai peidio) sy'n gweithredu mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, a
- (b) sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â swyddogaethau'r landlord o ran rheoli tai, neu'n effeithio arnynt.

(4) Ni chewch ddefnyddio na bygwth defnyddio'r annedd sy'n ddarostyngedig i'r contract hwn, gan gynnwys unrhyw rannau cyffredin(2) ac unrhyw ran arall o adeilad sy'n ffurfio'r annedd, at ddibenion troseddol.

(2) Where there are joint contract-holders, at least one of you must occupy the dwelling as your only or principal home during the term of the contract.

Prohibited conduct

Anti-social behaviour and other prohibited conduct(1) (F)

9.—(1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)—

- (a) to live in the dwelling subject to this contract, or
- (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity—

- (a) in the dwelling subject to this contract, or
- (b) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct—

- (a) capable of causing nuisance or annoyance to—
 - (i) the landlord, or
 - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
- (b) that is directly or indirectly related to or affects the landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts(2) and any other part of a building comprising the dwelling, for criminal purposes.

(1) Mae ymddygiad a allai dorri'r telerau hyn yn eang ei gwmpas a gall gynnwys gormod o sŵn, cam-drin geiriol ac ymosod corfforol. Gall ymddygiad gwaharddedig hefyd gynnwys cam-drin domestig (gan gynnwys cam-drin corfforol, rhywiol, seicolegol, emosiynol neu ariannol).

(2) Rhannau cyffredin annedd yw (a) unrhyw ran o adeilad sy'n ffurfio annedd a (b) unrhyw fangre arall (gan gynnwys unrhyw annedd arall) y mae gan ddeiliad y contract hawl i'w defnyddio ar y cyd ag eraill o dan delerau'r contract.

(1) Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

(2) The common parts of a dwelling are (a) any part of a building comprising a dwelling and (b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

(5) Rhaid i chi beidio, drwy unrhyw weithred neu anweithred—

- (a) caniatáu, cymell nac annog unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, i ymddwyn fel y crybwyllir ym mharagraffau (1) i (3) o'r teler hwn, na
- (b) caniatáu, cymell nac annog unrhyw berson i ymddwyn fel y crybwyllir ym mharagraff (4) o'r teler hwn.

Dyletswydd i roi cymorth a chyngor mewn perthynas ag ymddygiad gwaharddedig (S)

10. Rhaid i'r landlord roi cyngor priodol i chi os byddwch yn adrodd am ymddygiad gwaharddedig i'r landlord o dan deler 9 ar ran unrhyw un sy'n byw mewn eiddo sy'n berchen i'r landlord gan gynnwys eiddo yr ydych chi yn ei feddiannu.

Rheoli'r annedd

Defnydd o'r annedd gan ddeiliad y contract (S)

11. Ni chewch gynnal na chaniatáu unrhyw fasnach neu fusnes yn yr annedd heb gydsyniad y landlord.

Meddianwyr a ganiateir nad ydynt yn lletywyr neu'n isddeiliaid (S)

12. Cewch ganiatáu i bersonau nad ydynt yn lletywyr(1) neu'n isddeiliaid(2) fyw yn yr annedd fel cartref.

Yr hawl i feddiannu heb ymyrraeth gan y landlord (F+)

13.—(1) Ni chaiff y landlord, drwy unrhyw weithred neu anweithred, ymyrryd â'ch hawl i feddiannu'r annedd.

(2) Nid yw'r landlord yn ymyrryd â'ch hawl i feddiannu'r annedd drwy arfer hawliau'r landlord o dan y contract hwn yn rhesymol.

(5) You must not, by any act or omission—

- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term or
- (b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

Duty to provide help and advice in relation to prohibited conduct (S)

10. The landlord must give you appropriate advice if you report to the landlord conduct that is prohibited under term 9 on the part of anyone living in property belonging to the landlord including property occupied by you.

Control of the dwelling

Use of the dwelling by the contract-holder (S)

11. You must not carry on or permit any trade or business at the dwelling without the landlord's consent.

Permitted occupiers who are not lodgers or sub-holders (S)

12. You may permit persons who are not lodgers(1) or sub-holders(2) to live in the dwelling as a home.

Right to occupy without interference from the landlord (F+)

13.—(1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

(2) The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

(1) Mae adran 244(3) a (4) o'r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn contract meddiannaeth.

(2) Mae adran 59(3) o'r Ddeddf yn darparu mai ystyr "isddeiliad" yw deiliad y contract o dan y contract isfeddiannaeth.

(1) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(2) Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

(3) Nid yw'r landlord yn ymyrryd â'ch hawl i feddiannu'r annedd oherwydd methiant i gydymffurfio â rhwymedigaethau atgyweirio (o fewn ystyr adran 100(2) o'r Ddeddf(1)).

(4) Mae'r landlord i'w drin fel pe bai wedi ymyrryd â'ch hawl os yw person—

- (a) sy'n gweithredu ar ran y landlord, neu
- (b) sydd â buddiant yn yr annedd, neu ran ohoni, sy'n rhagori ar fuddiant y landlord,

yn ymyrryd â'ch hawl drwy unrhyw weithred neu anweithred gyfreithlon.

Hawl y landlord i fynd i'r annedd – Atgyweiriadau (F+)

14.—(1) Caiff y landlord fynd i'r annedd ar unrhyw adeg resymol at ddiben—

- (a) arolygu ei stad ac arolygu a yw mewn cyflwr da, neu
- (b) gwneud gwaith neu atgyweiriadau y mae angen ei wneud neu eu gwneud er mwyn cydymffurfio â'r rhwymedigaethau a nodir yn nhelerau 20 ac 21 o'r contract hwn.

(2) Rhaid i'r landlord roi o leiaf 24 awr o rybudd i chi cyn arfer yr hawl honno.

(3) Mae paragraff (4) o'r teler hwn yn gymwys—

- (a) pan fo'r annedd yn ffurfio rhan o adeilad yn unig, a
- (b) os oes angen i'r landlord wneud gwaith neu atgyweiriadau mewn rhan arall o'r adeilad er mwyn cydymffurfio â'r rhwymedigaethau a nodir yn nhelerau 20 ac 21.

(4) Nid yw'r landlord yn atebol am fethu â chydymffurfio â'r rhwymedigaethau o dan delerau 20 ac 21 os nad oes gan y landlord hawliau digonol dros y rhan arall honno o'r adeilad i allu gwneud y gwaith neu'r atgyweiriadau, ac os nad oedd yn gallu cael yr hawliau hynny ar ôl gwneud ymdrech resymol i'w cael.

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act(1)).

(4) The landlord is to be treated as having interfered with your right if a person who—

- (a) acts on behalf of the landlord, or
- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with your right by any lawful act or omission.

Landlord's right to enter the dwelling – Repairs (F+)

14.—(1) The landlord may enter the dwelling at any reasonable time for the purpose of—

- (a) inspecting its condition and state of repair, or
- (b) carrying out works or repairs needed in order to comply with the obligations set out terms 20 and 21 of this contract.

(2) The landlord must give at least 24 hours' notice to you before exercising that right.

(3) Paragraph (4) of this term applies where—

- (a) the dwelling forms part only of a building, and
- (b) in order to comply with the obligations set out in terms 20 and 21 the landlord needs to carry out works or repairs in another part of the building.

(4) The landlord is not liable for failing to comply with the obligations under terms 20 and 21 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

(1) Mae adran 100(2) o'r Ddeddf yn nodi mai "Y rhwymedigaethau atgyweirio yw (a) rhwymedigaethau i atgyweirio unrhyw eiddo (neu i gadw eiddo mewn cyflwr da neu sicrhau ei fod ar gael mewn cyflwr da), neu i'w gynnal, ei adnewyddu, ei adeiladu neu ei amnewid, a (b) rhwymedigaethau i gadw unrhyw annedd mewn cyflwr ffit i bobl fyw ynddi sut bynnag y mynegir hynny, ac maent yn cynnwys rhwymedigaethau'r landlord o dan adrannau 91 a 92." Adlewyrchir adrannau 91 a 92 o'r Ddeddf yn nhelerau 20 ac 21 o'r contract hwn.

(1) Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under section 91 and 92." Sections 91 and 92 of the Act are reflected in terms 20 and 21 of this contract.

Hawl y landlord i fynd i'r annedd – Argyfyngau (S)

15.—(1) Os bydd argyfwng y bydd angen i'r landlord fynd i'r annedd heb rybudd o ganlyniad iddo, rhaid i chi roi i'r landlord fynediad i'r annedd yn syth.

(2) Os nad ydych yn rhoi mynediad yn syth, caiff y landlord fynd i'r annedd heb eich caniatâd.

(3) Os bydd y landlord yn mynd i'r annedd yn unol â pharagraff (2) o'r teler hwn, rhaid i'r landlord wneud pob ymdrech resymol i'ch hysbysu ei fod wedi mynd i'r annedd cyn gynted ag y bo'n rhesymol ymarferol ar ôl hynny.

(4) At ddibenion paragraff (1) o'r teler hwn, mae achos brys yn cynnwys—

- (a) rhywbeth y mae angen gwneud gwaith brys o'i herwydd i atal yr annedd neu anheddau yn y cyffiniau rhag cael eu difrodi yn ddifrifol, eu difrodi ymhellach neu eu dinistrio, a
- (b) rhywbeth a fyddai, pe na bai'r landlord yn ymdrin ag ef yn syth, yn peri risg ar fin digwydd i'ch iechyd a'ch diogelwch chi, unrhyw feddiannydd a ganiateir o'r annedd neu bersonau eraill yng nghyffiniau'r annedd.

Gofalu am yr annedd – cyfrifoldebau deiliad y contract

Dyletswydd i ofalu am yr annedd (S)

16. Nid ydych yn atebol am draul resymol i'r annedd na gosodiadau a ffitiadau yn yr annedd ond—

- (a) rhaid i chi gymryd gofal priodol o'r annedd, y gosodiadau a'r ffitiadau yn yr annedd ac unrhyw eitemau a restrir yn unrhyw restr eiddo,
- (b) ni chaniateir i chi symud o'r annedd unrhyw osodiadau na ffitiadau nac unrhyw eitemau a restrir yn unrhyw restr eiddo, heb gydsyniad y landlord,
- (c) rhaid i chi gadw'r annedd wedi ei haddurno mewn cyflwr rhesymol, a
- (d) ni chaniateir i chi gadw unrhyw beth yn yr annedd a fyddai'n peri risg iechyd a diogelwch i chi, unrhyw feddiannydd a ganiateir⁽¹⁾, unrhyw bersonau sy'n ymweld â'r annedd neu unrhyw bersonau sy'n preswyllo yng nghyffiniau'r annedd.

⁽¹⁾ Mae adran 244(5) o'r Ddeddf yn darparu bod person yn feddiannydd a ganiateir mewn annedd sy'n ddarostyngedig i contract meddiannaeth (a) os yw'n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu (b) os nad yw'n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

Landlord's right to enter the dwelling – Emergencies (S)

15.—(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.

(2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.

(3) If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(4) For the purposes of paragraph (1) of this term, an emergency includes—

- (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
- (b) something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

Care of the dwelling – contract-holder's responsibilities

Duty to take care of the dwelling (S)

16. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—

- (a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in any inventory,
- (b) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord,
- (c) keep the dwelling in a state of reasonable decorative order, and
- (d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier⁽¹⁾, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

⁽¹⁾ Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

Dyletswydd i hysbysu'r landlord am ddiffyg neu adfeiliad (S)

17.—(1) Rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw nam, diffyg, difrod neu adfeiliad yr ydych yn credu'n rhesymol fod y landlord yn gyfrifol amdano.

(2) Pan foch yn credu'n rhesymol nad y landlord sy'n gyfrifol am unrhyw nam, diffyg, difrod neu adfeiliad i'r gosodiadau a'r ffitiadau neu eitemau ar unrhyw restr eiddo, rhaid i chi, o fewn cyfnod rhesymol o amser, wneud atgyweiriadau i'r gosodiadau a'r ffitiadau hynny neu'r eitemau eraill hynny a restrir ar unrhyw restr eiddo, neu eu hamnewid.

(3) Mae'r amgylchiadau y mae paragraff (2) o'r teler hwn yn gymwys oddi tanynt yn cynnwys pan fo'r nam, y diffyg, y difrod neu'r adfeiliad wedi digwydd yn gyfan gwbl neu'n bennaf oherwydd gweithred neu anweithred sy'n gyfystyr â diffyg gofal⁽¹⁾ gennych chi, unrhyw feddiannydd a ganiateir neu unrhyw berson sy'n ymweld â'r annedd.

Hawl y landlord i fynd i'r annedd – atgyweirio gosodiadau a ffitiadau (S)

18.—(1) O dan amgylchiadau pan nad ydych wedi gwneud yr atgyweiriadau yr ydych yn gyfrifol amdanynt yn unol â theler 17(2) a (3), caiff y landlord fynd i'r annedd ar unrhyw adeg resymol er mwyn gwneud atgyweiriadau i'r gosodiadau a'r ffitiadau neu eitemau eraill a restrir yn y rhestr eiddo, neu eu hamnewid.

(2) Ond rhaid i'r landlord roi rhybudd o 24 awr o leiaf i chi cyn mynd i'r annedd.

Gofalu am yr annedd – rhwymedigaethau'r landlord

Rhwymedigaeth y landlord: ymateb i hysbysiad o dan deler 17 (S)

19. Os byddwch yn gwneud hysbysiad o dan deler 17, rhaid i'r landlord ymateb i chi yn cadarnhau—

- (a) a yw'r landlord yn ystyried ei bod yn angenrheidiol gwneud yr atgyweiriad,
- (b) ai eich cyfrifoldeb chi neu gyfrifoldeb y landlord yw'r atgyweiriad, ac

Duty to notify landlord of defect or disrepair (S)

17.—(1) You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.

(2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in any inventory, or replace them.

(3) The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care⁽¹⁾ by you, any permitted occupier or any person visiting the dwelling.

Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)

18.—(1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 17(2) and (3), the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.

(2) But the landlord must give you at least 24 hours' notice before entering the dwelling.

Care of the dwelling – landlord's obligations

Landlord's obligation: response to notification under term 17 (S)

19. In the event of you making notification under term 17, the landlord must respond to you confirming—

- (a) whether the landlord considers the repair to be necessary,
- (b) whether the repair is the responsibility of you or the landlord, and

⁽¹⁾ Mae adran 96(3) o'r Ddeddf yn diffinio "diffyg gofal" fel methu â gofalu'n briodol (a) am yr annedd, neu (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gan ddeiliad y contract hawl i'w defnyddio o dan y contract meddiannaeth.

⁽¹⁾ Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

- (c) os mai cyfrifoldeb y landlord yw'r atgyweiriad, pa bryd y bydd yr atgyweiriad yn cael ei wneud a'i gwblhau.

Rhwymedigaeth y landlord: ffitrwydd annedd i bobl fyw ynddi (F+)

20.—(1) Rhaid i'r landlord sicrhau bod yr annedd yn ffit i bobl fyw ynddi(1)—

- (a) ar ddyddiad meddiannu'r contract hwn, a
(b) tra pery'r contract hwn.

(2) Mae'r cyfeiriad ym mharagraff (1) o'r teler hwn at yr annedd yn cynnwys, os yw'r annedd yn ffurfio rhan yn unig o adeilad, strwythur yr adeilad a'r tu allan i'r adeilad, ynghyd â'r rhannau cyffredin.

Rhwymedigaeth y landlord i gadw annedd mewn cyflwr da (F+)

21.—(1) Rhaid i'r landlord—

- (a) cadw'r strwythur a'r tu allan i'r annedd (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
(b) cadw'r gosodiadau gwasanaeth yn yr annedd mewn cyflwr da ac yn gweithio'n iawn.

(2) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, rhaid i'r landlord—

- (a) cadw'r strwythur a'r tu allan i unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
(b) cadw mewn cyflwr da ac yn gweithio'n iawn unrhyw osodiadau gwasanaeth sy'n gwasanaethu'r annedd yn uniongyrchol neu'n anuniongyrchol, ac sydd naill ai—
(i) yn ffurfio rhan o unrhyw ran o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, neu
(ii) yn eiddo i'r landlord neu o dan reolaeth y landlord.

(3) Y safon sy'n ofynnol gan baragraffau (1) a (2) o'r teler hwn yw'r hyn sy'n rhesymol o ystyried oed a chymeriad yr annedd, a'r cyfnod y mae'r annedd yn debygol o fod ar gael i'w meddiannu fel cartref.

(4) Yn y contract hwn, ystyr "gosodiad gwasanaeth" yw gosodiad i gyflenwi dŵr, nwy neu drydan, ar gyfer glanweithdra, i gynhesu lle neu i wresogi dŵr.

- (c) if the repair is the responsibility of the landlord, when the repair will be undertaken and completed.

Landlord's obligation: fitness for human habitation (F+)

20.—(1) The landlord must ensure that the dwelling is fit for human habitation(1)—

- (a) on the occupation date of this contract, and
(b) for the duration of this contract.

(2) The reference to the dwelling in paragraph (1) of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Landlord's obligation to keep a dwelling in repair (F+)

21.—(1) The landlord must—

- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
(b) keep in repair and proper working order the service installations in the dwelling.

(2) If the dwelling forms part only of a building, the landlord must—

- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
(b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—
(i) forms part of any part of the building in which the landlord has an estate or interest, or
(ii) is owned by the landlord or is under the landlord's control.

(3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

(1) Wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi, rhaid rhoi sylw i'r materion a'r amgylchiadau a nodir yn y rheoliadau a wneir o dan adran 94 o'r Ddeddf, sydd i'w gweld ar wefan Llywodraeth Cymru.

(1) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

Rhwymedigaethau eraill y landlord mewn perthynas â thelerau 20 ac 21 (F+)

22.—(1) Rhaid i'r landlord unioni unrhyw ddifrod a achosir gan waith ac atgyweiriadau a wneir er mwyn cydymffurfio â rhwymedigaethau'r landlord o dan delerau 20 ac 21.

(2) Ni chaiff y landlord osod unrhyw rwymedigaeth arnoch os byddwch yn gorfodi neu'n dibynnu ar rhwymedigaethau'r landlord o dan delerau 20 ac 21.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 20 ac 21: Cyffredinol (F+)

23.—(1) Nid yw telor 20(1) yn gosod unrhyw atebolrwydd ar y landlord mewn cysylltiad ag annedd nad yw'r landlord yn gallu ei gwneud yn ffit i bobl fyw ynddi am gost resymol.

(2) Nid yw rhwymedigaethau'r landlord o dan delerau 20(1) ac 21(1) yn ei gwneud yn ofynnol i'r landlord—

- (a) cadw mewn cyflwr da unrhyw beth y mae gennych hawl mynd ag ef o'r annedd, na
- (b) ailadeiladu neu adfer cyflwr yr annedd neu unrhyw ran ohoni, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.

(3) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, nid yw rhwymedigaeth y landlord o dan delerau 20(1) ac 21(2) yn ei gwneud yn ofynnol i'r landlord ailadeiladu nac adfer cyflwr unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.

(4) Tân, storm, llifogydd neu unrhyw ddamwain anochel arall yw'r achosion perthnasol at ddiben paragraffau (2)(b) a (3) o'r telor hwn.

(5) Nid yw telor 21(2) yn ei gwneud yn ofynnol i'r landlord wneud gwaith nac atgyweiriadau oni bai bod y methiant i gadw mewn cyflwr da, neu'r methiant i gadw mewn cyflwr sy'n gweithio'n iawn, yn effeithio ar eich mwynhad—

- (a) o'r annedd, neu
- (b) o'r rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract hwn.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 20 ac 21: bai deiliad y contract (F+)

24.—(1) Nid yw telor 20(1) yn gosod unrhyw atebolrwydd ar y landlord os nad yw'r annedd yn ffit i bobl fyw ynddi yn llwyr neu'n bennaf oherwydd gweithred neu anweithred (gan gynnwys gweithred neu anweithred sy'n gyfystyr â diffyg gofal) ar eich rhan chi neu feddiannydd a ganiateir i feddiannu'r annedd.

Further landlord obligations in relation to terms 20 and 21 (F+)

22.—(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 20 and 21.

(2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 20 and 21.

Limits on landlord obligations in relation to terms 20 and 21: General (F+)

23.—(1) Term 20(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(2) The landlord's obligations under terms 20(1) and 21(1) do not require the landlord—

- (a) to keep in repair anything which you are entitled to remove from the dwelling, or
- (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the landlord's obligation under terms 20(1) and 21(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term, are fire, storm, flood or other inevitable accident.

(5) Term 21(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of—

- (a) the dwelling, or
- (b) the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 20 and 21: contract-holder's fault (F+)

24.—(1) Term 20(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) Nid oes rhwymedigaeth ar y landlord yn sgil teler 21(1) na (2) i wneud gwaith nac atgyweiriadau os gellir priodoli'r methiant i gadw mewn cyflwr da, neu fethiant gosodiad gwasanaeth i weithio, yn llwyr neu'n bennaf i ddiffyg gofal ar eich rhan chi neu feddiannydd a ganiateir i feddiannu'r annedd.

(3) Ystyr "diffyg gofal" yw methu â gofalu'n briodol—

- (a) am yr annedd, neu
- (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract hwn.

Cyfyngiadau ar rwymedigaethau'r landlord mewn perthynas â thelerau 20 ac 21: hysbysiad (F+)

25.—(1) Nid yw rhwymedigaethau'r landlord o dan deler 20(1)(b) ac o dan deler 21(1) a (2) yn codi hyd nes bod y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) yn dod i wybod bod angen gwaith neu atgyweiriadau.

(2) Mae'r landlord yn cydymffurfio â'r rhwymedigaethau o dan deler 20(1)(b) ac o dan deler 21(1) a (2) os yw'r landlord yn gwneud y gwaith neu'r atgyweiriadau angenrheidiol o fewn cyfnod rhesymol ar ôl y diwrnod y daw'r landlord i wybod bod ei angen neu eu hangen.

(3) Os yw—

- (a) y landlord (yr "hen landlord") yn trosglwyddo buddiant yr hen landlord yn yr annedd i berson arall (y "landlord newydd"), a
- (b) yr hen landlord (neu os dau neu ragor o bersonau ar y cyd yw'r hen landlord, unrhyw un ohonynt) yn gwybod cyn dyddiad y trosglwyddiad bod gwaith neu atgyweiriadau'n angenrheidiol er mwyn cydymffurfio â theler 20(1) neu 21(1) neu (2),

mae'r landlord newydd i'w drin fel pe bai'n dod i wybod bod angen y gwaith hwnnw neu'r atgyweiriadau hynny ar ddyddiad y trosglwyddiad, ond nid cyn hynny.

(2) The landlord is not obliged by term 21(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care—

- (a) of the dwelling, or
- (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 20 and 21: notice (F+)

25.—(1) The landlord's obligations under term 20(1)(b) and under term 21(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The landlord complies with the obligations under term 20(1)(b) and under term 21(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) If—

- (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
- (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 20(1) or 21(1) or (2),

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

Hawliau meddianwyr a ganiateir (F+)

26.—(1) Caiff meddiannydd a ganiateir(1) sy'n cael anaf personol, neu'n dioddef colled neu ddifrod i eiddo personol o ganlyniad i fethiant y landlord i gydymffurfio â theler 20 neu 21, orfodi'r teler perthnasol yn ei hawl ei hun drwy ddod ag achos mewn cysylltiad â'r anaf, y golled neu'r difrod.

(2) Ond os yw meddiannydd a ganiateir yn lletywr(2) neu'n isddeiliad(3), ni chaiff wneud hynny oni chaniateir i'r lletywr fyw yn yr annedd, neu oni wneir y contract isfeddiannaeth(4), yn unol â'r contract hwn.

Gwneud newidiadau i'r annedd neu i gyfleustodau

Strwythurau (S)

27. Ni chaniateir i chi osod, tynnu na gwneud newidiadau i adeiladwaith sied, garej nac unrhyw strwythur arall yn yr annedd heb gydsyniad y landlord.

Newidiadau i'r ddarpariaeth o gyfleustodau i'r annedd (S)

28.—(1) Cewch newid unrhyw un neu ragor o'r cyflenwyr i'r annedd o—

- (a) gwasanaethau trydan, nwy neu danwydd arall neu wasanaethau dŵr (gan gynnwys carthffosiaeth);
- (b) gwasanaethau ffôn, rhyngrwyd, teledu cebl neu deledu lloeren.

(2) Rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw newidiadau a wnaed yn unol â pharagraff (1) o'r teler hwn.

Rights of permitted occupiers (F+)

26.—(1) A permitted occupier(1) who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 20 or 21, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

(2) But a permitted occupier who is a lodger(2) or sub-holder(3) may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract(4) is made, in accordance with this contract.

Making changes to the dwelling or utilities

Structures (S)

27. You must not erect, remove or make structural alterations to sheds, garages or any other structures in the dwelling without the consent of the landlord.

Changes to the provision of utilities to the dwelling (S)

28.—(1) You may change any of the suppliers to the dwelling of—

- (a) electricity, gas or other fuel or water (including sewerage) services;
- (b) telephone, internet, cable television or satellite television services.

(2) You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.

(1) Mae adran 244(5) o'r Ddeddf bod person yn feddiannydd a ganiateir mewn annedd sy'n ddarostyngedig i gontract meddiannaeth (a) os yw'n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu (b) os nad yw'n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

(2) Mae adran 244(3) a (4) o'r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn gontract meddiannaeth.

(3) Mae adran 59(3) o'r Ddeddf yn darparu mai ystyr "isddeiliad" yw deiliad y contract o dan y contract isfeddiannaeth.

(4) Mae adran 59(2) o'r Ddeddf yn darparu bod "contract isfeddiannaeth" yn gontract meddiannaeth (a) a wneir gyda landlord sy'n ddeiliad y contract o dan gontract meddiannaeth, a (b) sy'n ymwneud â'r annedd i gyd neu ran o'r annedd y mae'r contract hwnnw yn berthnasol iddi.

(1) Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

(2) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(3) Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

(4) Section 59(2) of the Act provides that a "sub-occupation contract" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates.

(3) Oni bai bod y landlord yn cydsynio, ni chaniateir i chi—

- (a) gadael yr annedd ar ddiwedd y contract heb gyflenwr trydan, nwy neu danwydd arall (os yw hynny'n gymwys) neu wasanaethau dŵr (gan gynnwys carthffosiaeth) oni bai nad oedd y cyfleustodau hyn yn bresennol yn yr annedd ar y dyddiad meddiannu;
- (b) gosod neu dynnu, neu drefnu i osod neu dynnu, unrhyw osodiadau gwasanaeth penodedig yn yr annedd.

(4) At ddibenion paragraff (3)(b) o'r telor hwn, ystyr "gosodiadau gwasanaeth penodedig" yw gosodiad ar gyfer cyflenwi dŵr, nwy, trydan neu danwydd arall (os yw hynny'n gymwys) ar gyfer glanweithdra, i gynhesu lle neu i wresogi dŵr.

Diogelwch a diogeledd yr annedd: cyfrifoldebau deiliad y contract

Diogelwch yr annedd (S)

29.—(1) Rhaid i chi gymryd camau rhesymol i sicrhau bod yr annedd yn ddiogel.

(2) Caniateir i chi newid unrhyw glo ar ddrysau allanol neu fewnol yr annedd ar yr amod nad yw unrhyw newidiadau o'r fath yn darparu llai o ddiogelwch nag a oedd yn ei le yn flaenorol.

Diogelwch yr annedd – cyfnodau pan fo'r annedd yn wag (S)

30. Os ydych yn dod yn ymwybodol bod yr annedd, neu y bydd yr annedd, yn wag am 28 neu fwy o ddiwrnodau yn olynol, rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol.

Creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract neu gymryd morgais

Dulliau o ddelio a ganiateir (F+)

31.—(1) Ni chewch ddelio â'r contract hwn, yr annedd nac unrhyw ran o'r annedd ac eithrio—

- (a) mewn ffordd a ganiateir gan y contract hwn, neu
- (b) yn unol â gorchymyn eiddo teuluol (gweler adran 251 o'r Ddeddf)(1).

(3) Unless the landlord consents, you must not—

- (a) leave the dwelling at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
- (b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

(4) For the purposes of paragraph (3)(b) of this term, "specified service installations" means an installation for the supply of water, gas, electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Security and safety of the dwelling: contract-holder's responsibilities

Security of the dwelling (S)

29.—(1) You must take reasonable steps to ensure the dwelling is secure.

(2) You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

Security of the dwelling – unoccupied periods (S)

30. If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable.

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing (F+)

31.—(1) You may not deal with this contract, the dwelling or any part of the dwelling except—

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order (see section 251 of the Act)(1).

(1) Mae adran 251 o'r Ddeddf yn nodi ystyr "gorchymyn eiddo teuluol" at ddibenion y telor hwn. Caiff llysoedd wneud sawl math o orchymyn i ddatrys yr hyn sy'n digwydd i'r cartref teuluol ar ôl ysgaru, gwahanu etc.

(1) Section 251 of the Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

(2) Ni chaiff cyd-ddeiliad contract ddelio â'i hawliau a'i rwymedigaethau o dan y contract hwn (nac â'r contract hwn, yr annedd nac unrhyw ran o'r annedd) ac eithrio—

- (a) mewn ffordd a ganiateir gan y contract hwn, neu
- (b) yn unol â gorchymyn eiddo teuluol.

(3) Os ydych yn gwneud unrhyw beth sy'n torri paragraff (1) o'r teler hwn, neu os yw cyd-ddeiliad contract yn gwneud unrhyw beth sy'n torri paragraff (2) o'r teler hwn—

- (a) nid yw'r trafodiad yn rhwymo'r landlord, a
 - (b) rydych chi neu gyd-ddeiliad y contract yn torri'r contract hwn (er nad yw'r trafodiad yn rhwymo'r landlord).
- (4) Mae “delio” yn cynnwys—
- (a) creu tenantiaeth, neu greu trwydded sy'n rhoi'r hawl i feddiannu'r annedd;
 - (b) trosglwyddo;
 - (c) morgeisio neu arwystlo mewn ffordd arall.

Trosglwyddo i olynydd posibl (F+)

32.—(1) Cewch drosglwyddo'r contract fel y disgrifir yn y teler hwn, ond dim ond os yw'r landlord yn cydsynio.

- (2) Cewch drosglwyddo'r contract i—
- (a) olynydd posibl, neu
 - (b) os oes dau neu ragor o olynwyr posibl, yr holl olynwyr posibl sy'n dymuno cael eu cynnwys yn y trosglwyddiad.

(3) Os ydych yn unig ddeiliad contract, olynydd posibl yw person a fyddai, o dan adran 74 (personau sy'n gymwys i olynu) o'r Ddeddf, yn gymwys i'ch olynu pe baech yn marw yn union cyn y trosglwyddiad.

(4) Os oes mwy nag un ohonoch yn gyd-ddeiliaid contract, olynydd posibl yw person a fyddai, o dan adran 74 o'r Ddeddf, yn gymwys i olynu cyd-ddeiliad contract—

- (a) pe byddai'r cyd-ddeiliad contract yn marw yn union cyn y trosglwyddiad, a
- (b) ar adeg y farwolaeth, os cyd-ddeiliad y contract oedd unig ddeiliad y contract.

Trosglwyddo i ddeiliad contract diogel arall (F+)

33.—(1) Pan fo landlord yn landlord cymunedol, cewch drosglwyddo'r contract hwn fel y disgrifir yn y teler hwn, ond dim ond os yw'r landlord yn cydsynio.

(2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except—

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order.

(3) If you do anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term—

- (a) the transaction is not binding on the landlord, and
 - (b) you or a joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- (4) “Dealing” includes—
- (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
 - (b) transferring;
 - (c) mortgaging or otherwise charging.

Transfer to potential successor (F+)

32.—(1) You may transfer the contract as described in this term, but only if the landlord consents.

- (2) You may transfer the contract to—
- (a) a potential successor, or
 - (b) if there are two or more potential successors, all of the potential successors who wish to be included in the transfer.

(3) If you are a sole contract-holder, a potential successor is a person who, under section 74 (persons qualified to succeed) of the Act, would be qualified to succeed you if you died immediately before the transfer.

(4) If more than one of you are joint contract-holders, a potential successor is a person who, under section 74 of the Act, would be qualified to succeed a joint contract-holder if—

- (a) the joint contract-holder died immediately before the transfer, and
- (b) when the joint contract-holder died he or she was the sole contract-holder.

Transfer to another secure contract-holder (F+)

33.—(1) Where the landlord is a community landlord, you may transfer this contract as described in this term, but only if the landlord consents.

(2) Cewch drosglwyddo'r contract i berson—

- (a) sydd, cyn y trosglwyddiad, yn ddeiliad contract o dan gontract diogel y mae'r landlord oddi tano yn landlord cymunedol, a
- (b) a fydd, yn union cyn y trosglwyddiad, yn peidio â bod yn ddeiliad y contract o dan y contract a grybwyllir yn is-baragraff (a).

Trosglwyddo – cydsyniad y landlord (S)

34.—(1) Yn ddarostyngedig i baragraff (2) o'r teler hwn, cewch drosglwyddo'r contract meddiannaeth os bydd y landlord yn cydsynio.

(2) Nid yw paragraff (1) o'r teler hwn ond yn gymwys i drosglwyddiadau nad ydynt fel arall wedi eu cynnwys yn adrannau 73 i 83 o'r Ddeddf (olynu).

Caniatáu lletywyr (F+)

35. Cewch ganiatáu i bersonau fyw yn yr annedd fel lletywyr(1).

Darpariaethau ynglŷn â chyd-ddeiliaid contract

Ychwanegu cyd-ddeiliad contract (F+)

36.—(1) Cewch chi, fel deiliad y contract o dan y contract hwn, a pherson arall, gyda chydsyniad y landlord(2), wneud y person arall hwnnw yn gyd-ddeiliad contract o dan y contract hwn.

(2) Os gwneir person yn gyd-ddeiliad contract o dan y teler hwn bydd ganddo'r hawl i holl hawliau, a bydd yn ddarostyngedig i holl rwymedigaethau, deiliad contract o dan y contract o'r diwrnod y daw'n gyd-ddeiliad contract.

Cyd-ddeiliad contract yn tynnu'n ôl (F+)

37.—(1) Os ydych yn gyd-ddeiliad contract, cewch dynnu'n ôl o'r contract hwn drwy roi hysbysiad ("hysbysiad tynnu'n ôl") i'r landlord.

(2) Rhaid i'r hysbysiad tynnu'n ôl bennu'r dyddiad yr ydych chi'n bwriadu peidio â bod yn barti i'r contract (y "dyddiad tynnu'n ôl").

(2) You may transfer the contract to a person who—

- (a) before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and
- (b) immediately before the transfer will cease to be the contract-holder under the contract mentioned in sub-paragraph (a).

Transfer - landlord's consent (S)

34.—(1) Subject to paragraph (2) of this term, you may transfer the occupation contract if the landlord consents.

(2) Paragraph (1) of this term only applies to transfers not otherwise covered by sections 73 to 83 of the Act (succession).

Permitting lodgers (F+)

35. You may allow persons to live in the dwelling as lodgers(1).

Provisions about joint contract-holders

Adding a joint contract-holder (F+)

36.—(1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord(2), make that person a joint contract-holder under this contract.

(2) If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

Withdrawal of a joint contract-holder (F+)

37.—(1) If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a "withdrawal notice") to the landlord.

(2) The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date").

(1) Mae adran 244(3) a (4) o'r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn gontract meddiannaeth.

(2) Wrth ystyried cais i wneud person yn gyd-ddeiliad contract, o dan adran 84 o'r Ddeddf, ni chaiff landlord (a) gwrthod cydsyniad yn afresymol, na (b) cydsynio yn ddarostyngedig i amodau afresymol. Penderfynir ar yr hyn sy'n rhesymol gan roi sylw i Atodlen 6 i'r Ddeddf.

(1) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(2) When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions. What is reasonable is to be determined having regard to Schedule 6 to the Act.

(3) Rhaid i chi roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract pan fyddwch yn rhoi'r hysbysiad tynnu'n ôl i'r landlord; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.

(4) Rhaid i'r landlord roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract cyn gynted ag y bo'n rhesymol ymarferol ar ôl i'r landlord gael yr hysbysiad tynnu'n ôl; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.

(5) Byddwch yn peidio â bod yn barti i'r contract ar y dyddiad tynnu'n ôl.

(6) Mae hysbysiad a roddir i'r landlord gan un neu ragor (ond nid pob un) o gyd-ddeiliaid y contract sy'n honni ei fod yn hysbysiad o dan deler 47 (hysbysiad gan ddeiliad contract i derfynu contract) i'w drin fel hysbysiad tynnu'n ôl, ac mae'r dyddiad a bennir yn yr hysbysiad i'w drin fel y dyddiad tynnu'n ôl.

(7) Nid yw paragraff (3) o'r teler hwn yn gymwys i hysbysiad sy'n cael ei drin fel hysbysiad tynnu'n ôl oherwydd paragraff (6) o'r teler hwn.

Cyd-ddeiliad contract yn tynnu'n ôl – yr hysbysiad sy'n ofynnol (S)

38. Y cyfnod amser lleiaf rhwng y dyddiad y rhoddir hysbysiad o dan deler 37 i'r landlord, a'r dyddiad a bennir yn yr hysbysiad, yw un mis.

Cyd-ddeiliad contract yn peidio â bod yn barti i'r contract – goroesi (F)

39.—(1) Os yw cyd-ddeiliad contract o dan y contract hwn yn marw, neu'n peidio â bod yn barti i'r contract am ryw reswm arall, o'r adeg y mae'n peidio â bod yn barti—

- (a) mae gan weddill cyd-ddeiliaid y contract hawl llwyr i'r holl hawliau o dan y contract hwn, a
- (b) mae gweddill cyd-ddeiliaid y contract yn llwyr atebol am gyflawni pob rhwymedigaeth sy'n ddyledus i'r landlord o dan y contract hwn.

(2) Nid oes hawl gan gyd-ddeiliad y contract i unrhyw hawl ac nid yw'n atebol am unrhyw rwymedigaeth o ran y cyfnod ar ôl iddo beidio â bod yn barti i'r contract hwn.

(3) Nid oes dim ym mharagraff (1) na (2) o'r teler hwn yn dileu unrhyw hawl nac yn ildio unrhyw atebolrwydd ar ran cyd-ddeiliad y contract sy'n cronni cyn iddo beidio â bod yn barti i'r contract hwn.

(4) Nid yw'r teler hwn yn gymwys pan fo cyd-ddeiliad contract yn peidio â bod yn barti i'r contract am fod ei hawliau a'i rwymedigaethau o dan y contract hwn yn cael eu trosglwyddo yn unol â'r contract hwn.

(3) You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.

(4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

(5) You will cease to be a party to this contract on the withdrawal date.

(6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 47 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

(7) Paragraph (3) of this term does not apply to a notice which is treated as a withdrawal notice because of paragraph (6) of this term.

Withdrawal of a joint contract-holder – notice required (S)

38. The minimum time period between the date on which a notice under term 37 is given to the landlord, and the date specified in the notice, is one month.

Joint contract-holder ceasing to be a party to a contract – survivorship (F)

39.—(1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—

- (a) fully entitled to all the rights under this contract, and
- (b) liable to perform fully every obligation owed to the landlord under this contract.

(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to this contract.

(3) Nothing in paragraph (1) or (2) of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to this contract.

(4) This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under this contract are transferred in accordance with this contract.

Terfynu contract – cyffredinol

Terfynu a ganiateir etc. (F)

40.—(1) Ni chaniateir terfynu'r contract hwn ond yn unol ag—

- (a) telerau sylfaenol y contract hwn sy'n ymgorffori darpariaethau sylfaenol a nodir yn Rhan 9 o'r Ddeddf, neu delerau eraill a gynhwysir yn y contract hwn yn unol â Rhan 9, sef telerau 40 i 43, 46 i 59 a theler 68(1), neu
 - (b) unrhyw ddeddfiad, megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru.
- (2) Nid oes dim yn y teler hwn yn effeithio ar—
- (a) unrhyw hawl sydd gan y landlord neu ddeiliad y contract i ddad-wneud y contract hwn, na
 - (b) gweithrediad cyfraith llesteirio(2).

Terfynu drwy gytundeb (F+)

41.—(1) Os yw'r landlord a chithau yn cytuno i derfynu'r contract, daw'r contract hwn i ben—

- (a) pan fyddwch yn ildio meddiant o'r annedd yn unol â'r hyn yr ydych yn cytuno arno gyda'r landlord, neu
- (b) os nad ydych yn ildio meddiant ac y gwneir contract meddiannaeth newydd i gymryd lle'r un gwreiddiol, yn union cyn dyddiad meddiannu'r contract meddiannaeth newydd.

(2) Mae contract meddiannaeth yn gcontract meddiannaeth newydd sy'n cymryd lle'r un gwreiddiol—

- (a) os yw'n cael ei wneud mewn cysylltiad â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract gwreiddiol, a
- (b) os chi oedd deiliad y contract hefyd o dan y contract gwreiddiol.

Termination of contract – general

Permissible termination etc. (F)

40.—(1) This contract may be ended only in accordance with—

- (a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act, or other terms included in this contract in accordance with Part 9 these are terms 40 to 43, 46 to 59 and term 68(1), or
 - (b) any enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- (2) Nothing in this term affects—
- (a) any right of the landlord or contract-holder to rescind this contract, or
 - (b) the operation of the law of frustration(2).

Termination by agreement (F+)

41.—(1) If the landlord and you agree to end this contract, this contract ends—

- (a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
- (b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

(2) An occupation contract is a substitute contract if—

- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
- (b) you were also the contract-holder under the original contract.

(1) Mae telerau sylfaenol y contract hwn, sy'n ymgorffori'r darpariaethau sylfaenol a nodir yn Rhan 9 o'r Ddeddf neu delerau eraill a gynhwysir yn y contract hwn yn unol â Rhan 9, yn cynnwys telerau 40 i 43, 46 i 59 a theler 68.

(2) Byddai cyfraith llesteirio yn gweithredu, er enghraifft, pan fo contract yn cael ei roi o'r neilltu oherwydd amgylchiad sy'n ei gwneud yn amhosibl cydymffurfio ag ef.

(1) The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 40 to 43, 46 to 59 and term 68.

(2) The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

Tor contract ymwrthodol ar ran y landlord (F+)

42. Os yw'r landlord yn cyflawni tor contract ymwrthodol(1) a'ch bod yn ildio meddiant o'r annedd oherwydd y tor contract hwnnw, daw'r contract hwn i ben pan fyddwch yn ildio meddiant o'r annedd.

Marwolaeth unig ddeiliad contract (F)

43.—(1) Os chi yw unig ddeiliad y contract, daw'r contract hwn i ben—

- (a) mis ar ôl eich marwolaeth, neu
- (b) os yw'n gynharach, pan fydd y personau awdurdodedig yn hysbysu'r landlord am eich marwolaeth.

(2) Y personau awdurdodedig yw—

- (a) eich cynrychiolwyr personol, neu
- (b) y rheini sydd â chaniatâd i feddiannu'r annedd sy'n 18 oed a hŷn (os oes rhai) yn gweithredu gyda'i gilydd.

(3) Ni ddaw'r contract hwn i ben os oes un neu ragor o bersonau yn gymwys i'ch olynu o dan adran 74 (personau sy'n gymwys i olynu) o'r Ddeddf.

(4) Ni ddaw'r contract hwn i ben os, ar eich marwolaeth, oes gorchymyn eiddo teuluol(2) yn cael effaith sy'n ei gwneud yn ofynnol i'r contract gael ei drosglwyddo i berson arall.

(5) Os, ar ôl eich marwolaeth, yw'r gorchymyn eiddo teuluol yn peidio â chael effaith ac os nad oes unrhyw berson yn gymwys i'ch olynu, daw'r contract hwn i ben—

- (a) pan fydd y gorchymyn yn peidio â chael effaith, neu
- (b) os yw'n hwyrach, pan fyddai'r contract hwn yn dod i ben o dan baragraff (1) o'r teler hwn.

Rhwymedigaethau deiliaid contract pan ddaw'r contract i ben (S)

44. Pan fyddwch yn gadael yr annedd pan ddaw'r contract hwn i ben, rhaid i chi—

- (a) symud o'r annedd yr holl eiddo sy'n berchen—
 - (i) i chi, neu

Repudiatory breach by landlord (F+)

42. If the landlord commits a repudiatory breach(1) of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

Death of a sole contract-holder (F)

43.—(1) If you are the sole contract-holder, this contract ends—

- (a) one month after your death, or
- (b) if earlier, when the landlord is given notice of your death by the authorised persons.

(2) The authorised persons are—

- (a) your personal representatives, or
- (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) This contract does not end if under section 74 (persons qualified to succeed) of the Act, one or more persons are qualified to succeed you.

(4) This contract does not end if, at your death, a family property order(2) has effect which requires the contract to be transferred to another person.

(5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends—

- (a) when the order ceases to have effect, or
- (b) if later, at the time this contract would end under paragraph (1) of this term.

Contract-holders' obligations at the end of the contract (S)

44. When you vacate the dwelling at the end of this contract, you must—

- (a) remove from the dwelling all property belonging,—
 - (i) to you, or

(1) Byddai tor contract ymwrthodol yn dor contract gan y landlord sy'n ddigon difrifol i gyfiawnhau terfynu'r contract yn syth gennych chi, er enghraifft oherwydd camliwio twyllodrus gan y landlord. Yn y pen draw, y llys fyddai'n penderfynu, os oes anghydfod, a yw'r tor contract yn un ymwrthodol.

(2) Mae adran 251 o'r Ddeddf yn nodi ystyr "gorchymyn eiddo teuluol". Caiff llysoedd wneud sawl math o orchmynion i ddatrys yr hyn sy'n digwydd i'r cartref teuluol ar ôl ysgaru, gwahanu etc.

(1) A repudiatory breach would a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

(2) Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

- (ii) i unrhyw feddiannydd a ganiateir nad oes ganddo'r hawl i barhau i feddiannu'r annedd,
- (b) dychwelyd unrhyw eiddo sy'n berchen i'r landlord i'r safle lle yr oedd ar y dyddiad meddiannu, ac
- (c) dychwelyd i'r landlord yr holl allweddi sy'n galluogi mynediad i'r annedd a ddaliwyd yn ystod cyfnod y contract gennyich chi neu gan unrhyw feddiannydd a ganiateir nad oes ganddo'r hawl i barhau i feddiannu'r annedd.

- (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
- (c) return to the landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

Ad-dalu rhent neu gydnabyddiaeth arall (S)

45. Rhaid i'r landlord ad-dalu i chi, o fewn cyfnod rhesymol o amser ar ôl i'r contract hwn ddod i ben, unrhyw rent a dalwyd ymlaen llaw neu gydnabyddiaeth arall sy'n ymwneud ag unrhyw gyfnod ar ôl y dyddiad y daw'r contract hwn i ben.

Repayment of rent or other consideration (S)

45. The landlord must repay, within a reasonable time of the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.

Terfynu gan ddeiliad contract

Termination by contract-holder

Deiliad y contract yn terfynu'n fuan (F+)

46.—(1) Cewch derfynu'r contract hwn unrhyw bryd cyn y cynharaf o'r canlynol—

- (a) y landlord yn rhoi datganiad ysgrifenedig o'r contract hwn i chi o dan deler 64(1), neu
- (b) y dyddiad meddiannu.

(2) Er mwyn terfynu'r contract hwn o dan baragraff (1) o'r teler hwn, rhaid i chi roi hysbysiad i'r landlord yn datgan eich bod yn terfynu'r contract hwn(1).

(3) Pan fyddwch yn rhoi'r hysbysiad i'r landlord, byddwch—

- (a) yn peidio â bod ag unrhyw atebolrwydd o dan y contract hwn, a
- (b) yn dod â'r hawl i gael unrhyw flaendal, rhent neu gydnabyddiaeth arall a roddwyd i'r landlord yn unol â'r contract hwn wedi ei ddychwelyd i chi.

Early termination by contract-holder (F+)

46.—(1) You may end this contract at any time before the earlier of—

- (a) the landlord giving you a written statement of this contract under term 64(1), or
- (b) the occupation date.

(2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract(1).

(3) On giving the notice to the landlord, you—

- (a) cease to have any liability under this contract, and
- (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

Hysbysiad deiliad y contract (F+)

47. Cewch derfynu'r contract hwn drwy roi hysbysiad i'r landlord y byddwch yn ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.

Contract-holder's notice (F+)

47. You may end this contract by giving the landlord notice that you will give up possession of the dwelling on a date specified in the notice.

(1) Gweler teler 69 ynghylch rhoi hysbysiad.

(1) See term 69 regarding the giving of a notice.

Hysbysiad deiliad contract: y cyfnod hysbysu byrraf a ganiateir (F+)

48. Ni chaiff y dyddiad a bennir mewn hysbysiad o dan deler 47 fod yn llai na phedair wythnos ar ôl y diwrnod y rhoddir yr hysbysiad i'r landlord.

Terfynu contract yn dilyn hysbysiad deiliad y contract (F+)

49.—(1) Os ydych yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan deler 47, neu cyn hynny, daw'r contract hwn i ben ar y dyddiad a bennir yn yr hysbysiad.

(2) Os ydych yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract hwn i ben—

- (a) ar y diwrnod yr ydych yn ildio meddiant o'r annedd, neu
- (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol â theler 59.

(3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract hwn ddod i ben—

- (a) ydych yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i'r landlord, a
- (b) nad yw'r landlord yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.

Terfynu'r contract sydd â chyd-ddeiliaid contract (F+)

50. Os oes cyd-ddeiliaid contract o dan y contract hwn, ni ellir dod â'r contract i ben drwy weithred gan un neu ragor o gyd-ddeiliaid y contract yn gweithredu heb y cyd-ddeiliaid contract arall neu'r cyd-ddeiliaid contract eraill.

Terfynu gan y landlord: hawliadau meddiant a hysbysiadau adennill meddiant

Hawliadau meddiant (F)

51. Ni chaiff y landlord wneud hawliad i'r llys i adennill meddiant o'r annedd oddi wrthyhych ("hawliad meddiant") ond yn yr amgylchiadau a nodir ym Mhenodau 3 a 4 o Ran 9 o'r Ddeddf a nodir yn nhelerau 47 i 49, 53 i 58 a theler 68.

Contract-holder's notice: minimum notice period (F+)

48. The date specified in a notice under term 47 may not be less than four weeks after the day on which the notice is given to the landlord.

Termination of contract on contract-holder's notice (F+)

49.—(1) If you give up possession of the dwelling on or before the date specified in a notice under term 47, this contract ends on the date specified in the notice.

(2) If you give up possession of the dwelling after that date but in connection with the notice, this contract ends—

- (a) on the day on which you give up possession of the dwelling, or
- (b) if an order for possession is made, on the date determined in accordance with term 59.

(3) The notice ceases to have effect if, before this contract ends—

- (a) you withdraw the notice by further notice to the landlord, and
- (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

Termination of the contract with joint contract-holders (F+)

50. If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

Termination by the landlord: possession claims and possession notices

Possession claims (F)

51. The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 4 of Part 9 of the Act which are set out in terms 47 to 49, 53 to 58 and term 68.

Hysbysiadau adennill meddiant (F+)

52.—(1) Mae'r telor hwn yn gymwys mewn perthynas â hysbysiad adennill meddiant y mae'n ofynnol i landlord ei roi i chi o dan unrhyw un neu ragor o'r telerau a ganlyn cyn gwneud hawliad meddiant—

- (a) telor 54 (mewn perthynas â thor contract gan ddeiliad contract);
- (b) telor 56 (mewn perthynas â seiliau rheoli ystad);
- (c) telor 58 (mewn perthynas â hysbysiad gan ddeiliad contract).

(2) Rhaid i'r hysbysiad (yn ogystal â phennu'r sail ar gyfer gwneud yr hawliad)—

- (a) datgan bwriad y landlord i wneud hawliad meddiant,
- (b) rhoi manylion y sail ar gyfer ceisio meddiant, ac
- (c) datgan ar ôl pa ddyddiad y gall y landlord wneud hawliad meddiant.

Terfynu gan y landlord: seiliau ar gyfer gwneud hawliad meddiant

Tor contract (F+)

53.—(1) Os ydych yn cyflawni tor contract, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae adran 209 o'r Ddeddf yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10 i'r Ddeddf).

Cyfyngiadau ar wneud hawliad meddiant mewn perthynas â thor contract (F+)

54.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 53, rhaid i'r landlord roi hysbysiad adennill meddiant i chi sy'n pennu'r sail honno.

(2) Caiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri telor 9 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall) ar neu ar ôl y diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i chi sy'n pennu bod y telor hwnnw wedi ei dorri.

(3) Ni chaiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri unrhyw deler arall yn y contract hwn cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i chi sy'n pennu bod y telor hwnnw wedi ei dorri.

Possession notices (F+)

52.—(1) This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim—

- (a) term 54 (in relation to a breach of contract by a contract-holder);
- (b) term 56 (in relation to estate management grounds);
- (c) term 58 (in relation to a contract-holder's notice).

(2) The notice must (in addition to specifying the ground on which the claim will be made)—

- (a) state the landlord's intention to make a possession claim,
- (b) give particulars of the ground for seeking possession, and
- (c) state the date after which the landlord is able to make a possession claim.

Termination by the landlord: grounds for making a possession claim

Breach of contract (F+)

53.—(1) If you breach this contract, the landlord may make a possession claim on that ground.

(2) Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

Restrictions on making a possession claim in relation to a breach of contract (F+)

54.—(1) Before making a possession claim on the ground in term 53, the landlord must give you a possession notice specifying that ground.

(2) The landlord may make a possession claim in reliance on a breach of term 9 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

(3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

(4) Yn y naill achos a'r llall, ni chaiff y landlord wneud hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi.

Seiliau rheoli ystad (F+)

55.—(1) Caiff y landlord wneud hawliad meddiant ar un neu ragor o'r seiliau rheoli ystad.

(2) Mae'r seiliau rheoli ystad (sydd wedi eu nodi yn Rhan 1 o Atodlen 8 i'r Ddeddf) wedi eu cynnwys yn yr Atodiad i'r contract hwn.

(3) Mae adran 210 o'r Ddeddf yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar sail rheoli ystad oni bai—

- (a) ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10 i'r Ddeddf), a
- (b) ei fod yn fodlon bod llety arall addas (mae'r hyn sy'n addas i'w benderfynu yn unol ag Atodlen 11 i'r Ddeddf) ar gael i chi (neu y bydd ar gael i chi pan fydd y gorchymyn yn cael effaith).

(4) Os yw'r llys yn gwneud gorchymyn adennill meddiant ar sail rheoli ystad (ac nid ar unrhyw sail arall), rhaid i'r landlord dalu i chi swm cyfwerth â'r treuliau rhesymol rydych yn debygol o fynd iddynt wrth symud o'r annedd.

(5) Nid yw paragraff (4) o'r teler hwn yn gymwys os yw'r llys yn gwneud gorchymyn adennill meddiant ar Sail A neu B (y seiliau ailddatblygu) o'r seiliau rheoli ystad (ac nid ar unrhyw sail arall).

Cyfyngiadau ar wneud hawliad meddiant o dan deler 55 (seiliau rheoli ystad) (F+)

56.—(1) Cyn gwneud hawliad meddiant ar sail rheoli ystad, rhaid i'r landlord roi hysbysiad adennill meddiant i chi sy'n pennu'r sail honno.

(2) Ni chaiff y landlord wneud yr hawliad—

- (a) cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi, na
- (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

(3) Os yw cynllun ailddatblygu yn cael ei gymeradwyo o dan Ran 2 o Atodlen 8 i'r Ddeddf⁽¹⁾ yn ddarostyngedig i amodau, caiff y landlord roi hysbysiad adennill meddiant i chi sy'n pennu Sail B o'r seiliau rheoli ystad cyn bod yr amodau wedi eu bodloni.

(1) Mae Rhan 2 o Atodlen 8 i'r Ddeddf yn darparu y caiff Gweinidogion Cymru gymeradwyo cynlluniau ailddatblygu at ddibenion Sail B o'r seiliau rheoli ystad (a nodir yn yr Atodiad i'r contract hwn).

(4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

Estate management grounds (F+)

55.—(1) The landlord may make a possession claim on one or more of the estate management grounds.

(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.

(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless—

- (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
- (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

(4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.

(5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under term 55 (estate management grounds) (F+)

56.—(1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim—

- (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
- (b) after the end of the period of six months starting with that day.

(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act⁽¹⁾ subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

(1) Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

(4) Ni chaiff y landlord roi hysbysiad adennill meddiant i chi sy'n pennu Sail G o'r seiliau rheoli ystad (dim angen y llety ar olynnydd)—

- (a) cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod am farwolaeth y deiliad contract blaenorol, neu
- (b) ar ôl diwedd y cyfnod o ddeuddeg mis sy'n dechrau â'r diwrnod hwnnw.

(5) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu Sail H o'r seiliau rheoli ystad (cyd-ddeiliad contract yn gadael) i chi ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth hawliau a rhwymedigaethau cyd-ddeiliad y contract i ben o dan y contract hwn.

Adennill meddiant ar sail hysbysiad a roddir o dan deler 47 (hysbysiad deiliad contract) (F+)

57.—(1) Os ydych yn methu ag ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan deler 47, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae adran 212 o'r Ddeddf yn darparu bod rhaid i'r llys, os yw'n fodlon bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail eich hawliau Confensiwn(1)).

Cyfyngiadau ar wneud hawliad meddiant o dan deler 57 (F+)

58.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 57 rhaid i'r landlord roi hysbysiad adennill meddiant sy'n pennu'r sail honno i chi.

(2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi.

(3) Ond ni chaiff y landlord wneud yr hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

(4) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu'r sail yn nheler 57 i chi ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad a bennir yn yr hysbysiad o dan deler 47 fel y dyddiad y byddech yn ildio meddiant o'r annedd.

(4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor)—

- (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
- (b) after the end of the period of twelve months starting with that day.

(5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

Recovery of possession on the ground of a notice given under term 47 (contract-holder's notice) (F+)

57.—(1) If you fail to give up possession of the dwelling on the date specified in a notice under term 47, the landlord may on that ground make a possession claim.

(2) Section 212 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights(1)).

Restrictions on making a possession claim under term 57 (F+)

58.—(1) Before making a possession claim on the ground in term 57 the landlord must give you a possession notice specifying that ground.

(2) The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.

(3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.

(4) The landlord may not give you a possession notice specifying the ground in term 57 after the end of the period of two months starting with the date specified in the notice under term 47 as the date on which you would give up possession of the dwelling.

(1) Ystyr "Hawliau Confensiwn" yw hawliau a ddelir o dan y Confensiwn Ewropeaidd ar Hawliau Dynol, a ymgorfforwyd mewn cyfraith ddomestig gan Ddeddf Hawliau Dynol 1998 (p. 42).

(1) "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998 (c. 42).

Gorchymyn adennill meddiant gan y llys

Effaith gorchymyn adennill meddiant (F+)

59.—(1) Os yw'r llys yn gwneud gorchymyn sy'n ei gwneud yn ofynnol i chi ildio meddiant o'r annedd ar ddyddiad a bennir yn y gorchymyn, daw'r contract hwn i ben—

- (a) os ydych yn ildio meddiant o'r annedd ar y dyddiad hwnnw, neu cyn hynny, ar y dyddiad hwnnw,
- (b) os ydych yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond cyn gweithredu'r gorchymyn adennill meddiant, ar y diwrnod yr ydych yn ildio meddiant o'r annedd, neu
- (c) os nad ydych yn ildio meddiant o'r annedd cyn gweithredu'r gorchymyn adennill meddiant, pan weithredir y gorchymyn adennill meddiant.

(2) Mae paragraff (3) o'r telor hwn yn gymwys—

- (a) os yw'n amod o'r gorchymyn fod rhaid i'r landlord gynnig contract newydd mewn cysylltiad â'r un annedd i un neu ragor o'r cyd-ddeiliaid contract (ond nid pob un ohonynt), a
- (b) os yw'r cyd-ddeiliad contract hwnnw (neu'r cyd-ddeiliaid contract hynny) yn parhau i feddiannu'r annedd ar ddyddiad meddiannu'r contract newydd ac ar ôl hynny.

(3) Daw'r contract hwn i ben yn union cyn dyddiad meddiannu'r contract newydd.

Amrywio

Amrywio (F – ac eithrio 60(1)(a) sy'n F+)

60.—(1) Ni chaniateir amrywio'r contract hwn ac eithrio—

- (a) yn unol â theler 4 (amrywio rhent), 5 (amrywio cydnabyddiaeth arall), 61 (amrywio telerau sylfaenol) neu 62 (amrywio telerau atodol a thelerau ychwanegol), neu
- (b) drwy neu o ganlyniad i ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru.

(2) Rhaid i unrhyw amrywiad a wneir i'r contract hwn (ac eithrio drwy neu o ganlyniad i ddeddfiad) fod yn unol â theler 63.

Court's Order for possession

Effect of order for possession (F+)

59.—(1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends—

- (a) if you give up possession of the dwelling on or before that date, on that date,
- (b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
- (c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

(2) Paragraph (3) of this term applies if—

- (a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
- (b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

(3) This contract ends immediately before the occupation date of the new contract.

Variation

Variation (F – except 60(1)(a) which is F+)

60.—(1) This contract may not be varied except—

- (a) in accordance with term 4 (variation of rent), 5 (variation of other consideration), 61 (variation of fundamental terms) or 62 (variation of supplementary and additional terms), or
- (b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) A variation of this contract (other than by or as a result of any enactment) must be in accordance with term 63.

Amrywio telerau sylfaenol (F+)

61. Caniateir amrywio unrhyw un o delerau sylfaenol y contract hwn drwy gytundeb rhwng y landlord a chithau (yn ddarostyngedig i deler 63).

Amrywio telerau atodol a thelerau ychwanegol (F+)

62.—(1) Caniateir amrywio unrhyw un o delerau atodol neu delerau ychwanegol y contract hwn (yn ddarostyngedig i deler 63)—

- (a) drwy gytundeb rhwng y landlord a chithau, neu
- (b) wrth i'r landlord roi hysbysiad amrywio i chi.

(2) Cyn rhoi hysbysiad amrywio rhaid i'r landlord roi hysbysiad rhagarweiniol i chi—

- (a) yn eich hysbysu fod y landlord yn bwriadu rhoi hysbysiad amrywio,
- (b) yn pennu'r amrywiad arfaethedig ac yn eich hysbysu o'i natur a'i effaith, ac
- (c) yn eich gwahodd i roi sylwadau ar yr amrywiad arfaethedig o fewn y cyfnod a bennir yn yr hysbysiad.

(3) Rhaid i'r cyfnod a bennir roi cyfle rhesymol i chi wneud sylwadau.

(4) Rhaid i'r hysbysiad amrywio bennu'r amrywiad y mae'n rhoi effaith iddo a'r dyddiad y mae'r amrywiad yn cael effaith.

(5) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad amrywio i chi a'r dyddiad y mae'r amrywiad yn cael effaith fod yn llai na mis.

(6) Wrth roi hysbysiad amrywio rhaid i'r landlord hefyd roi i chi unrhyw wybodaeth y mae'r landlord yn ei hystyried yn angenrheidiol er mwyn eich hysbysu am natur ac effaith yr amrywiad.

Cyfyngiad ar amrywio (F)

63.—(1) Ni chaniateir amrywio unrhyw un o delerau sylfaenol y contract hwn a nodir ym mharagraff (2) o'r teler hwn (ac eithrio drwy neu o ganlyniad i ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru).

(2) Mae paragraff (1) o'r teler hwn yn gymwys i'r telerau sylfaenol a ganlyn—

- (a) teler 7 (gofyniad i ddefnyddio cynllun blaendal),
- (b) teler 9 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
- (c) teler 39 (cyd-ddeiliaid contract yn peidio â bod yn barti i'r contract meddiannaeth),

Variation of fundamental terms (F+)

61. A fundamental term of this contract may be varied by agreement between the landlord and you (subject to term 63).

Variation of supplementary and additional terms (F+)

62.—(1) A supplementary or additional term of this contract may be varied (subject to term 63)—

- (a) by agreement between the landlord and you, or
- (b) by the landlord giving you a notice of variation.

(2) Before giving a notice of variation the landlord must give you a preliminary notice—

- (a) informing you that the landlord intends to give a notice of variation,
- (b) specifying the proposed variation and informing you of its nature and effect, and
- (c) inviting you to comment on the proposed variation within the time specified in the notice.

(3) The specified time must give you a reasonable opportunity to comment.

(4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.

(5) The period between the day on which the notice of variation is given to you and the date on which the variation takes effect may not be less than one month.

(6) When giving a notice of variation the landlord must also provide you with such information as the landlord considers necessary to inform you of the nature and effect of the variation.

Limitation on variation (F)

63.—(1) A fundamental term of this contract set out in paragraph (2) of this term may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(2) The fundamental terms to which paragraph (1) of this term applies are—

- (a) term 7 (requirement to use deposit scheme),
- (b) term 9 (anti-social behaviour and other prohibited conduct),
- (c) term 39 (joint contract-holder ceasing to be a party to the occupation contract),

- (d) teler 40 (terfynu a ganiateir),
- (e) teler 43 (marwolaeth unig ddeiliad contract),
- (f) teler 51 (hawliadau meddiant),
- (g) teler 60(1)(b) a (2) (amrywio),
- (h) y teler hwn, ac
- (i) teler 68 (datganiad ffug - darbwyllo'r landlord i wneud contract i'w drin fel tor contract).

(3) Nid yw amrywiad i unrhyw deler sylfaenol arall (ac eithrio drwy neu o ganlyniad i ddeddfiad) yn cael unrhyw effaith—

- (a) oni bai, o ganlyniad i'r amrywiad—
 - (i) bod y ddarpariaeth sylfaenol(1) y mae'r teler yn ei hymgorffori wedi ei hymgorffori heb ei haddasu, neu
 - (ii) nad yw'r ddarpariaeth sylfaenol y mae'r teler yn ei hymgorffori wedi ei hymgorffori neu ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi, ond effaith hyn yw bod eich sefyllfa yn gwella;
- (b) pe byddai'r amrywiad (boed o fewn paragraff (3)(a) o'r teler hwn ai peidio) yn golygu bod y teler sylfaenol yn anghydnaws â theler sylfaenol sy'n ymgorffori darpariaeth sylfaenol y mae paragraff (2) o'r teler hwn yn gymwys iddi.

(4) Nid yw amrywiad i un o delerau contract diogel yn cael unrhyw effaith pe bai'n golygu bod un neu ragor o delerau'r contract hwn yn anghydnaws â theler sylfaenol (oni bai yr amrywio y teler sylfaenol hwnw hefyd yn unol â'r teler hwn mewn ffordd a fyddai'n osgoi'r anghydnawsedd).

(5) Nid yw paragraff (4) o'r teler hwn yn gymwys i amrywiad a wneir drwy neu o ganlyniad i ddeddfiad.

Datganiadau ysgrifenedig a darparu gwybodaeth gan y landlord

Datganiadau ysgrifenedig (F+)

64.—(1) Rhaid i'r landlord roi datganiad ysgrifenedig o'r contract i chi cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad meddiannu.

(2) Os yw deiliad y contract yn newid, rhaid i'r landlord roi datganiad ysgrifenedig o'r contract i ddeiliad newydd y contract cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau—

(1) Mae adrannau 18 a 19 o'r Ddeddf yn egluro bod "darpariaethau sylfaenol" yn ddarpariaethau o'r Ddeddf sydd, pan ymgorfforir hwy mewn contract meddiannaeth (gydag addasiadau neu hebddynt) yn cael eu galw'n "telerau sylfaenol".

- (d) term 40 (permissible termination),
- (e) term 43 (death of sole contract-holder),
- (f) term 51 (possession claims),
- (g) term 60(1)(b) and (2) (variation),
- (h) this term, and
- (i) term 68 (false statement - inducing landlord to make contract to be treated as breach of conduct).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—

- (a) unless as a result of the variation—
 - (i) the fundamental provision(1) which the term incorporates is incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved;
- (b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which paragraph (2) of this term applies.

(4) A variation of a term of a secure contract is of no effect if it would render any term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information by landlord

Written statements (F+)

64.—(1) The landlord must give you a written statement of the contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the contract-holder, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with—

(1) Sections 18 and 19 of the Act explain that "fundamental provisions" are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as "fundamental terms".

- (a) â'r diwrnod y mae deiliad y contract yn newid, neu
- (b) os yw'n hwyrach, â'r diwrnod y daw'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod bod deiliad y contract wedi newid.

(3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan baragraff (1) neu (2) o'r teler hwn.

(4) Cewch ofyn am ddatganiad ysgrifenedig pellach o'r contract unrhyw bryd.

(5) Caiff y landlord godi ffi resymol am ddarparu datganiad ysgrifenedig pellach.

(6) Rhaid i'r landlord roi'r datganiad ysgrifenedig pellach i chi cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau—

- (a) â'r diwrnod y gwneir y cais, neu
- (b) os yw'r landlord yn codi ffi, â'r diwrnod rydych yn talu'r ffi.

Datganiad ysgrifenedig yn cofnodi amrywiad (F+)

65.—(1) Os yw'r contract hwn yn cael ei amrywio rhaid i'r landlord, cyn diwedd y cyfnod perthnasol, roi i chi—

- (a) datganiad ysgrifenedig o'r teler neu'r telerau sy'n cael ei amrywio neu eu hamrywio, neu
- (b) datganiad ysgrifenedig o'r contract meddiannaeth fel y'i hamrywiwyd,

oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol â theler 4 (amrywio rhent), 5(2) i (4) (amrywio cydnabyddiaeth arall) neu 62(1)(b) a (2) i (6) (amrywio telerau atodol a thelerau ychwanegol).

(2) Y cyfnod perthnasol yw'r cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod yr amrywir y contract hwn.

(3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan baragraff (1) o'r teler hwn.

Y landlord yn darparu gwybodaeth am y landlord (F+)

66.—(1) Rhaid i'r landlord eich hysbysu am gyfeiriad y cewch anfon dogfennau a fwriedir ar gyfer y landlord iddo, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad meddiannu.

(2) Os yw'r landlord yn newid, rhaid i'r landlord newydd roi hysbysiad i chi bod y landlord wedi newid a'ch hysbysu am gyfeiriad y gallwch anfon dogfennau a fwriedir ar gyfer y landlord newydd iddo, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r landlord yn newid.

- (a) the day on which the identity of the contract-holder changes, or
- (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

(4) You may request a further written statement of the contract at any time.

(5) The landlord may charge a reasonable fee for providing a further written statement.

(6) The landlord must give you the further written statement before the end of the period of 14 days starting with—

- (a) the day of the request, or
- (b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)

65.—(1) If this contract is varied the landlord must, before the end of the relevant period, give you—

- (a) a written statement of the term or terms varied, or
- (b) a written statement of the occupation contract as varied,

unless the landlord has given notice of the variation in accordance with term 4 (variation of rent), 5(2) to (4) (variation of other consideration) or 62(1)(b) and (2) to (6) (variation of supplementary and additional terms).

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

Provision of information by landlord about the landlord (F+)

66.—(1) The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.

(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(3) Os yw'r cyfeiriad y cewch anfon dogfennau a fwriedir ar gyfer y landlord iddo yn newid, rhaid i'r landlord eich hysbysu am y cyfeiriad newydd, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r cyfeiriad yn newid

Digolledu am dorri teler 66 (F+)

67.—(1) Os yw'r landlord wedi methu â chydymffurfio â rhwymedigaeth o dan deler 66, mae'r landlord yn atebol i dalu tâl digolledu i chi o dan adran 87 o'r Ddeddf.

(2) Mae'r tâl digolledu yn daladwy mewn cysylltiad â'r dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol—

- (a) hyd y diwrnod y mae'r landlord yn rhoi'r hysbysiad o dan sylw, neu
- (b) os yw'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.

(3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi'r hysbysiad i chi ar y diwrnod y cyfeirir ato ym mharagraff (2)(b) o'r teler hwn neu cyn hynny.

(4) Mae'r llog yn dechrau cronni ar y diwrnod y cyfeirir ato ym mharagraff (2)(b) o'r teler hwn, ar y raddfa sy'n bodoli o dan adran 6 o Ddeddf Talu Dyledion Masnachol yn Hwyr (Llog) 1998(1) ar ddiwedd y diwrnod hwnnw.

(5) Y dyddiad perthnasol yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r hysbysiad cyn iddo ddod i ben.

Materion eraill

Datganiad ffug sy'n darbwyllo'r landlord i wneud contract i'w drin fel tor contract (F)

68.—(1) Os yw'r landlord yn cael ei ddarbwylllo i wneud y contract drwy ddatganiad ffug perthnasol—

- (a) rydych i'ch trin fel pe baech wedi torri'r contract hwn, a
- (b) caiff y landlord, felly, wneud hawliad meddiant ar y sail yn nheler 53 (tor contract).

(2) Datganiad ffug perthnasol yw datganiad ffug sy'n cael ei wneud yn fwriadol neu'n fyrbwyll—

- (a) gennyh chi, neu
- (b) gan berson arall sy'n gweithredu ar eich symbyliad.

(3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 66 (F+)

67.—(1) If the landlord fails to comply with an obligation under term 66, the landlord is liable to pay you compensation under section 87 of the Act.

(2) The compensation is payable in respect of the relevant date and every day after the relevant date until—

- (a) the day on which the landlord gives the notice in question, or
- (b) if earlier, the last day of the period of two months starting with the relevant date.

(3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term, at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998(1) at the end of that day.

(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

Other matters

False statement inducing landlord to make contract to be treated as breach of conduct (F)

68.—(1) If the landlord is induced to make this contract by means of a relevant false statement—

- (a) you are to be treated as being in breach of this contract, and
- (b) the landlord may accordingly make a possession claim on the ground in term 53 (breach of contract).

(2) A relevant false statement is one which is made knowingly or recklessly by—

- (a) you, or
- (b) another person acting at your instigation.

(1) 1998 p. 20.

(1) 1998 c. 20.

Ffurff hysbysiadau etc. (F+)

69.—(1) Rhaid i unrhyw hysbysiad, datganiad neu ddogfen arall y mae'n ofynnol neu yr awdurdodir ei roi neu ei wneud, neu ei rhoi neu ei gwneud, gan y contract hwn fod mewn ysgrif.

(2) Mae adrannau 236(1) a 237 o'r Ddeddf yn gwneud darpariaeth bellach ynghylch ffurf hysbysiadau a dogfennau eraill, ac ynghylch sut i ddanfôn neu roi fel arall ddogfen y mae'n ofynnol neu yr awdurdodir ei rhoi i berson gan y Ddeddf neu o'i herwydd.

ATODIAD Gweler teler 55

SEILIAU RHEOLI YSTAD(2)

SEILIAU AILDDATBLYGU

Sail A (gwaith adeiladu)

1. Mae'r landlord yn bwriadu, o fewn cyfnod rhesymol o adennill meddiant o'r annedd—

- (a) dymchwel neu ailadeiladu'r adeilad neu ran o'r adeilad sy'n cynnwys yr annedd, neu
- (b) gwneud gwaith ar yr adeilad hwnnw neu ar dir sy'n cael ei drin fel rhan o'r annedd,

ac ni all wneud hynny'n rhesymol heb adennill meddiant o'r annedd.

Sail B (cynlluniau ailddatblygu)

2.—(1) Mae'r sail hon yn codi os yw'r annedd yn bodloni'r amod cyntaf neu'r ail amod.

(2) Yr amod cyntaf yw bod yr annedd mewn ardal sy'n ddarostyngedig i gynllun ailddatblygu a gymeradwywyd yn unol â Rhan 2 o Atodlen 8 i'r Ddeddf, a bod y landlord yn bwriadu gwaredu'r annedd yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant.

(3) Yr ail amod yw bod rhan o'r annedd mewn ardal o'r fath a bod y landlord yn bwriadu gwaredu'r rhan honno yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant, a'i bod yn rhesymol i feddiant o'r annedd fod yn ofynnol ganddo at y diben hwnnw.

Forms of notices etc. (F+)

69.—(1) Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.

(2) Sections 236(1) and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.

ANNEX See term 55

ESTATE MANAGEMENT GROUNDS(2)

REDEVELOPMENT GROUNDS

Ground A (building works)

1. The landlord intends, within a reasonable time of obtaining possession of the dwelling—

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out work on that building or on land treated as part of the dwelling,

and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

2.—(1) This ground arises if the dwelling satisfies the first condition or the second condition.

(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

(3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

(1) Mae adran 236 o'r Ddeddf yn darparu y caiff Gweinidogion Cymru ragnodi ffurf yr hysbysiad neu ddogfen arall. Pan fo ffurf hysbysiad neu ddogfen wedi ei rhagnodi, bydd y rhain ar gael ar wefan Llywodraeth Cymru.

(2) Mae'r Atodlen hon yn atgynhyrchu'r darpariaethau yn Rhan 1 o Atodlen 8 i'r Ddeddf gydag unrhyw ddiwygiadau sy'n briodol mewn perthynas â chontract diogel.

(1) Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

(2) This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a secure contract.

SEILIAU LLETY ARBENNIG

Sail C (elusennau)

3.—(1) Mae'r landlord yn elusen a byddai'r ffaith bod deiliad y contract yn parhau i feddiannu'r annedd yn gwrthdaro ag amcanion yr elusen.

(2) Ond nid yw'r sail hon ar gael i'r landlord ("L") oni bai, ar yr adeg y gwnaed y contract ac ar bob adeg wedi hynny, bod y person yn safle'r landlord (boed L neu berson arall) yn elusen.

(3) Yn y paragraff hwn, mae i "elusen" yr un ystyr â "charity" yn Neddf Elusennau 2011(1) (gweler adran 1 o'r Ddeddf honno).

Sail D (annedd sy'n addas i bobl anabl)

4. Mae'r annedd yn cynnwys nodweddion sy'n sylweddol wahanol i'r rheini a geir mewn anheddau cyffredin ac sydd wedi eu cynllunio i'w gwneud yn addas i'w meddiannu gan berson sydd ag anableddau corfforol ac sydd angen llety o fath a ddarperir gan yr annedd ac—

- (a) nid oes mwyach berson o'r fath yn byw yn yr annedd, a
- (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o'r fath (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

Sail E (cymdeithasau tai ac ymddiriedolaethau tai: pobl y mae'n anodd eu cartrefu)

5.—(1) Mae'r landlord yn gymdeithas dai neu'n ymddiriedolaeth dai sy'n darparu anheddau sydd ond ar gyfer eu meddiannu (boed ar eu pen eu hunain neu gydag eraill) gan bobl y mae'n anodd eu cartrefu, ac—

- (a) naill ai nid oes person o'r fath yn byw yn yr annedd mwyach neu mae awdurdod tai lleol wedi cynnig yr hawl i ddeiliad y contract feddiannu annedd arall o dan gontract diogel, a
- (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o'r fath (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

(2) Mae person yn anodd ei gartrefu os yw amgylchiadau'r person hwnnw (ac eithrio ei amgylchiadau ariannol) yn ei gwneud yn arbennig o anodd iddo fodloni ei angen am gartref.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

3.—(1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

(2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

(3) In this paragraph, "charity" has the same meaning as in the Charities Act 2011(1) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

4. The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—

- (a) there is no longer such a person living in the dwelling, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

5.—(1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—

- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

(1) 2011 p. 25.

(1) 2011 c. 25.

Sail F (grwpiau o anheddau ar gyfer pobl sydd ag anghenion arbennig)

6. Mae'r annedd yn ffurfio rhan o grŵp o anheddau y mae'n arfer gan y landlord eu cynnig i'w meddiannu gan bersonau sydd ag anghenion arbennig ac—

- (a) mae gwasanaeth cymdeithasol neu gyfleuster arbennig yn cael ei ddarparu yn agos at y grŵp o anheddau er mwyn cynorthwyo personau sydd â'r anghenion arbennig hynny,
- (b) nid oes person sydd â'r anghenion arbennig hynny yn byw yn yr annedd mwyach, ac
- (c) mae angen yr annedd ar y landlord ar gyfer ei meddiannu gan berson sydd â'r anghenion arbennig hynny (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

SEILIAU TANFEDDIANNAETH

Sail G (olynwyr wrth gefn)

7. Mae deiliad y contract wedi olynu i'r contract meddiannaeth o dan adran 73 o'r Ddeddf fel olynedd wrth gefn (gweler adrannau 76 a 77 o'r Ddeddf), ac mae'r llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad y contract.

Sail H (cyd-ddeiliaid contract)

8.—(1) Mae'r sail hon yn codi os bodlonir yr amod cyntaf a'r ail amod.

(2) Yr amod cyntaf yw bod hawliau a rhwymedigaethau cyd-ddeiliad contract o dan y contract wedi eu terfynu yn unol ag—

- (a) teler 37 (tynnu'n ôl), neu
 - (b) adran 225, 227 neu 230 o'r Ddeddf (gwahardd).
- (3) Yr ail amod yw—
- (a) bod y llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad (neu ddeiliaid) y contract sy'n weddill, neu
 - (b) pan fo'r landlord yn landlord cymunedol, nad yw deiliad (neu ddeiliaid) y contract sy'n weddill yn bodloni meini prawf y landlord ar gyfer dyrannu llety tai.

Ground F (groups of dwellings for people with special needs)

6. The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—

- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
- (b) there is no longer a person with those special needs living in the dwelling, and
- (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

7. The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

8.—(1) This ground arises if the first condition and the second condition are met.

(2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

- (a) term 37 (withdrawal), or
 - (b) section 225, 227 or 230 of the Act (exclusion).
- (3) The second condition is that—
- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

RHESYMAU RHEOLI YSTAD ERAILL

Sail I (rhesymau rheoli ystad eraill)

9.—(1) Mae'r sail hon yn codi pan fo'n ddymunol i'r landlord adennill meddiant o'r annedd am ryw reswm rheoli ystad sylweddol arall.

(2) Caiff rheswm rheoli ystad, yn benodol, ymwneud ag—

- (a) yr annedd i gyd neu ran ohoni, neu
- (b) unrhyw fangre arall sydd gan y landlord y mae'r annedd yn gysylltiedig â hi, boed oherwydd agosrwydd neu oherwydd y dibenion y'i defnyddir ar eu cyfer, neu mewn unrhyw ffordd arall.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

9.—(1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

(2) An estate management reason may, in particular, relate to—

- (a) all or part of the dwelling, or
- (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

DATGANIAD YSGRIFENEDIG
ENGHREIFFTIOL O GONTRACT
MEDDIANNAETH SAFONOL
CYFNODOL

Sylwer: Nid yw'r datganiad ysgrifenedig enghreifftiol hwn o gontract meddiannaeth safonol cyfnodol yn addas ar gyfer contractau safonol cyfnodol sydd—

- (a) yn gontractau safonol â chymorth;
- (b) yn gontractau safonol rhagarweiniol;
- (c) yn gontractau safonol gwaharddedig;
- (d) yn gontractau safonol cyfnodol sydd wedi codi ar ddiwedd contract cyfnod penodol yn unol ag adran 184(2) (diwedd y cyfnod penodol) o Ddeddf Rhentu Cartrefi (Cymru) 2016(1) ("y Ddeddf");
- (e) o fewn Atodlen 8A(2) (contractau safonol y gellir eu terfynu ar ôl cyfnod hysbysu o ddau fis o dan adran 173 neu o dan gymal terfynu'r landlord) neu Atodlen 9(3) (contractau safonol nad yw'r cyfyngiadau yn adrannau 175 a 196 (pryd y caniateir rhoi hysbysiad landlord) yn gymwys iddynt) i'r Ddeddf.

RHAN 1

CONTRACT MEDDIANNAETH SAFONOL
CYFNODOL – GWYBODAETH
ESBONIADOL

Dyma eich datganiad ysgrifenedig o'r contract meddiannaeth yr ydych wedi ei wneud o dan y Ddeddf. Mae'r contract rhyngoch chi, fel "deiliad y contract", a'r "landlord".

Rhaid i'ch landlord roi datganiad ysgrifenedig am ddim i chi o fewn 14 o ddiwrnodau i'r "dyddiad meddiannu" (y diwrnod yr oedd gennych hawl i symud i mewn). Os na chawsoch gopi o'r datganiad ysgrifenedig hwn (gan gynnwys yn electronig os ydych wedi cytuno i gael y datganiad ysgrifenedig ar ffurf electronig) o fewn 14 o ddiwrnodau i'r dyddiad meddiannu, am bob diwrnod y mae'n hwyr, gall y

(1) 2016 decc 1.
(2) Mewnosodwyd Atodlen 8A i'r Ddeddf gan adran 3 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 (dsc 3) ac Atodlen 1 iddi.
(3) Diwygiwyd Atodlen 9 i'r Ddeddf gan adrannau 14 a 18 o Ddeddf Rhentu Cartrefi (Diwygio) (Cymru) 2021 a pharagraffau 1 a 9 o Atodlen 5 a pharagraffau 1 a 26 o Atodlen 6 iddi.

MODEL WRITTEN STATEMENT OF
A PERIODIC STANDARD
OCCUPATION CONTRACT

Note: This model written statement of a periodic standard occupation contract is not suitable for periodic standard contracts which are—

- (a) supported standard contracts;
- (b) introductory standard contracts;
- (c) prohibited standard contracts;
- (d) periodic standard contracts that have arisen at the end of a fixed term contract in accordance with section 184(2) (end of fixed term) of the Renting Homes (Wales) Act 2016(1) ("the Act");
- (e) within Schedule 8A(2) (standard contracts which can be terminated on two months' notice under section 173 or a landlord's break clause) or Schedule 9(3) (standard contracts to which limits in sections 175 and 196 (when landlord's notice may be given) do not apply) to the Act.

PART 1

PERIODIC STANDARD OCCUPATION
CONTRACT – EXPLANATORY
INFORMATION

This is your written statement of the occupation contract you have made under the Act. The contract is between you, as the "contract-holder", and the "landlord".

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day it is late, the landlord

(1) 2016 anaw 1.
(2) Schedule 8A to the Act was inserted by section 3 of, and Schedule 1 to, the Renting Homes (Amendment) (Wales) (Act) 2021 (asc 3).
(3) Schedule 9 to the Act was amended by sections 14 and 18 of, and paragraphs 1 and 9 of Schedule 5 and paragraphs 1 and 26 of Schedule 6 to, the Renting Homes (Amendment) (Wales) (Act) 2021.

landlord fod yn atebol i dalu tâl digolledu i chi, sydd gyfwerth â diwrnod o rent, hyd at uchafswm o ddeufis o rent (oni bai bod y methiant yn fwriadol, ac os felly gallwch wneud cais i'r llys i gynyddu'r swm hwn).

Rhaid i'r datganiad ysgrifenedig gynnwys telerau eich contract a'r wybodaeth esboniadol y mae'n ofynnol i'r landlord ei rhoi i chi. Mae'r telerau'n nodi eich hawliau a'ch cyfrifoldebau, a hawliau a chyfrifoldebau'r landlord (hynny yw, y pethau y mae rhaid i chi a'ch landlord eu gwneud, neu y cewch chi a'ch landlord eu gwneud, o dan y contract meddiannaeth). Dylech ddarllen y telerau er mwyn sicrhau eich bod yn eu deall yn llwyr ac yn fodlon â hwy ac yna dylech lofnodi yn y man lle y gofynnir i chi wneud hynny er mwyn cadarnhau eich bod yn fodlon. Dylid cadw'r datganiad ysgrifenedig yn ddiogel oherwydd efallai y bydd angen i chi gyfeirio ato yn y dyfodol.

Mae telerau eich contract yn cynnwys:

materion allweddol – hynny yw, cyfeiriad yr annedd, y dyddiad meddiannu, swm y rhent (neu gydnabyddiaeth arall(1)) a'r cyfnod rhentu (h.y. y cyfnod y mae'r rhent yn daladwy mewn cysylltiad ag ef (e.e. yn wythnosol neu'n fisol)), y ffaith mai contract cyfnodol yw hwn ac os oes cyfnodau pan nad oes gan ddeiliad y contract hawl i feddiannu'r annedd fel cartref, manylion y cyfnodau hynny.

telerau sylfaenol – darpariaethau o'r Ddeddf sydd wedi eu cynnwys yn awtomatig fel telerau contract meddiannaeth yw'r rhain. Ni ellir newid rhai ohonynt a rhaid iddynt adlewyrchu'r geiriad yn y Ddeddf(2). Fodd bynnag, gellir hepgor neu newid eraill, ond dim ond os ydych chi a'r landlord yn cytuno i wneud hynny a'i fod o fudd i chi fel deiliad y contract.

telerau atodol – darpariaethau a nodir mewn rheoliadau a wneir gan Weinidogion Cymru yw'r rhain, sydd hefyd wedi eu cynnwys yn awtomatig fel telerau contract meddiannaeth. Fodd bynnag, ar yr amod eich bod chi a'r landlord yn cytuno i wneud hynny, gellir hepgor neu newid y rhain, naill ai er eich budd chi neu er budd y landlord. Ni ellir hepgor nac addasu telerau atodol mewn modd a fyddai'n gwneud y telerau hynny'n anghydnaws â theler sylfaenol.

Pan fo teler sylfaenol neu atodol wedi ei hepgor neu ei newid, rhaid nodi hynny yn y datganiad ysgrifenedig hwn.

may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration(1)) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a periodic contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act(2). However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms – these are provisions set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

(1) Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(2) O dan adran 33 o'r Ddeddf, caniateir gwneud newidiadau golygyddol i eiriad teler ar yr amod nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd.

(1) "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

(2) Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

Gall telerau eich contract hefyd gynnwys:

telerau ychwanegol – darpariaethau yr ydych chi a'r landlord wedi cytuno arnynt yw'r rhain, a gallant ymdrin ag unrhyw fater arall, ar yr amod nad ydynt yn gwrthdaro â mater allweddol, teler sylfaenol neu deler atodol.

O dan adran 62 o Ddeddf Hawliau Defnyddwyr 2015(1), nid yw teler ychwanegol, nac unrhyw newid i deler atodol, sy'n annheg (o fewn yr ystyr a roddir i "unfair" yn y Ddeddf honno), yn eich rhwymo.

Gall datganiad ysgrifenedig anghywir neu anghyflawn olygu bod y landlord yn atebol i dalu tâl digolledu i chi.

Pan gytunir ar unrhyw newidiadau i'r contract hwn ar ôl iddo ddechrau, rhaid i'r landlord roi copi ysgrifenedig o'r teler neu'r telerau newydd neu ddatganiad ysgrifenedig newydd o'r contract hwn i chi o fewn 14 o ddiwrnodau i gytuno ar y newid.

Mae eich contract yn gontract safonol cyfnodol, sy'n golygu ei fod yn parhau o un cyfnod rhentu i'r nesaf (fel arfer o fis i fis neu weithiau o wythnos i wythnos). Mae hefyd yn golygu na ellir eich troi allan heb orchymyn llys, oni bai eich bod yn cefnu ar yr annedd.

Cyn i lys wneud gorchymyn o'r fath bydd rhaid i'r landlord ddangos bod y gweithdrefnau cywir wedi eu dilyn a bod o leiaf un o'r canlynol wedi ei fodloni—

- (a) y rhoddwyd o leiaf chwe mis o rybudd i chi (o dan deler 55 o'r contract hwn) fod rhaid i chi ildio meddiant ac na ddyroddwyd yr hysbysiad yn ystod y chwe mis cyntaf yn dilyn y dyddiad meddiannu ac nad oedd unrhyw gyfyngiadau eraill ar roi hysbysiad yn gymwys, gan gynnwys y cyfyngiadau a nodir yn adrannau 75 a 98 o Ddeddf Tai 2004(2) ac adran 44 o Ddeddf Tai (Cymru) 2014(3),
- (b) eich bod wedi torri un neu ragor o delerau'r contract hwn (sy'n cynnwys unrhyw ôl-ddyledion rhent, ymgymryd ag ymddygiad gwrthgymdeithasol neu ymddygiad gwaharddedig arall, a methu â gofalu'n briodol am yr annedd) a'i bod yn rhesymol eich troi allan,
- (c) bod gennych ôl-ddyledion rhent difrifol (e.e. os mis yw'r cyfnod rhentu, fod o leiaf ddau fis o rent heb ei dalu), neu

The terms of your contract may also include:

additional terms – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015(1), an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a periodic standard contract, which means that it continues from one rental period to the next (typically from month to month or sometimes week to week). It also means that you cannot be evicted without a court order, unless you abandon the dwelling.

Before a court makes such an order the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—

- (a) you were given at least six months' notice (under term 55 of this contract) that you must give up possession and that the notice was not issued in the first six months following the occupation date and no other restrictions on the giving of a notice applied, including the restrictions set out in sections 75 and 98 of the Housing Act 2004(2) and section 44 of the Housing (Wales) Act 2014(3),
- (b) you have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- (c) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or

(1) 2015 p. 15.
(2) 2004 p. 34.
(3) 2014 decc 7.

(1) 2015 c. 15.
(2) 2004 c. 34.
(3) 2014 anaw 7.

- (d) bod angen i'ch landlord eich symud, 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 eich troi allan.

Mae gennych hawliau pwysig o ran sut y gallwch ddefnyddio'r annedd, er bod angen cydsyniad eich landlord ar gyfer rhai ohonynt. Gall rhywun sy'n byw gyda chi yn yr annedd fod â hawl i olynu i'r contract hwn os ydych yn marw.

Ni chewch ganiatáu i'r annedd ddod yn orlawn drwy ganiatáu i fwy o bobl fyw ynddi na'r uchafswm a ganiateir. Mae Rhan 10 o Ddeddf Tai 1985 yn darparu'r sail ar gyfer pennu'r uchafswm o bobl y caniateir iddynt fyw yn yr annedd.

Gellir eich dal yn gyfrifol am ymddygiad pawb sy'n byw yn yr annedd ac sy'n ymweld â hi. Gall ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall gynnwys gormod o sŵn, cam-drin geiriol ac ymosod corfforol. Gall hefyd gynnwys cam-drin domestig (gan gynnwys cam-drin corfforol, emosïynol a rhywiol, seicolegol, emosïynol neu ariannol).

Os bydd problem gyda'ch cartref, dylech gysylltu â'ch landlord yn gyntaf. Gall llawer o broblemau gael eu datrys yn gyflym drwy eu codi'n syth. Os na allwch ddod i gytundeb â'ch landlord, efallai y byddwch am gysylltu ag asiantaeth gynghori (megis Cyngor ar Bopeth Cymru neu Shelter Cymru) neu gynghorwyr cyfreithiol annibynnol. Mae'n bosibl mai drwy'r llysoedd sirol y caiff anghydfodau ynghylch eich contract eu setlo yn y pen draw.

Os oes gennych unrhyw gwestiynau am y contract hwn efallai y bydd yr ateb ar wefan Llywodraeth Cymru ynghyd â gwybodaeth berthnasol, megis gwybodaeth ynghylch datrys anghydfodau. Fel arall, efallai y byddwch am gysylltu ag asiantaeth gynghori (megis Cyngor ar Bopeth Cymru neu Shelter Cymru) neu gynghorwyr cyfreithiol annibynnol.

- (d) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be available when the order takes effect), and it is reasonable to evict you.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

RHAN 2

CONTRACT MEDDIANNAETH SAFONOL CYFNODOL – MATERION ALLWEDDOL

Nodir y materion allweddol a gwybodaeth ynghylch y blaendal a'r landlord isod.

Mae'r contract hwn

rhwng: _____
(landlord neu landlordiaid)

a: _____

(deiliad neu ddeiliaid y contract)

Mae'n _____ ymwneud
â: _____

(yr annedd)

Y rhent cychwynnol yw £ _____ yr wythnos / y mis /
_____ (dileer fel y bo'n gymwys)(1)

Rhaid gwneud y taliad cyntaf ar

A rhaid gwneud taliadau pellach ar

Nid oes gennych hawl i feddiannu'r annedd fel cartref
yn ystod y cyfnod o _____ hyd
_____ (dileer y paragraff hwn os nad yw'n gymwys)

Gallwch gysylltu â'r landlord

drwy'r _____ post:

PART 2

PERIODIC STANDARD OCCUPATION CONTRACT – KEY MATTERS

The key matters and information about the deposit and landlord are set out below.

This contract is

between: _____
(landlord)(s)

and: _____

(contract-holder)(s)

It relates to: _____

(the dwelling)

The initial rent is £ _____ per week / month /
_____ (delete as applicable)(1)

The first payment is to be made on

And further payments are to be made

You are not entitled to occupy the dwelling as a home
during the period from _____ to
_____ (delete this paragraph if not applicable)

You can contact the landlord

by post: _____

(1) Pan fo cydnabyddiaeth arall yn ddyledus, rhaid nodi'r manylion yma. Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(1) Where other consideration is due, the details must be set out here. 'Other consideration' could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

dros y ffôn: _____

by telephone: _____

drwy e-bost: _____

by e-mail: _____

Rydych wedi talu blaendal o £ _____

You have paid a deposit of £ _____

Am ragor o wybodaeth am y ffordd y delir eich blaendal:

For more information about the holding of your deposit:

Y dyddiad meddiannu (pan gewch ddechrau meddiannu'r annedd) yw:

The occupation date (when you can begin occupying the dwelling) is:

Llofnodwch isod i ddangos eich bod yn cytuno i'r contract hwn

Please sign below as evidence of your agreement to this contract

Deiliad neu ddeiliaid y contract

Contract-holder(s)

Enw _____

Name _____

Llofnod _____

Signature _____

Dyddiad _____

Date _____

Enw _____

Name _____

Llofnod _____

Signature _____

Dyddiad _____

Date _____

Landlord neu landlordiaid

Landlord(s)

Enw _____

Name _____

Llofnod _____

Signature _____

Dyddiad _____

Date _____

Rhentu Doeth Cymru

Rent Smart Wales

Rhif Cofrestru _____
(os yw'n gymwys)

Registration Number _____
(if applicable)

Rhif Trwydded _____
(os yw'n gymwys)

Licence Number _____
(if applicable)

RHAN 3

CONTRACT MEDDIANNAETH SAFONOL CYFNODOL – TELERAU SYLFAENOL AC ATODOL

Nodir telerau sylfaenol ac atodol y contract safonol cyfnodol hwn yn y Rhan hon. Mae (F) wedi ei ychwanegu ar ôl is-bennawd y teler ar gyfer y telerau sylfaenol na ellir eu hepgor o'r contract hwn na'u newid(1). Mae (F+) wedi ei ychwanegu at y telerau sylfaenol y gellir eu hepgor neu eu newid. Mae (S) wedi ei ychwanegu at y telerau atodol.

[*Pan fo telerau ychwanegol wedi eu cynnwys*] Mae (A) wedi ei ychwanegu at y telerau ychwanegol.

[*Pan fo unrhyw deler sylfaenol neu atodol wedi ei hepgor o'r contract neu wedi ei newid fel arall*] Tynnir hwn drwy destun sydd wedi ei hepgor o deler sylfaenol neu atodol a dangosir unrhyw destun newydd mewn PRIFLYTHRENNAU.

Pan fo teler yn cyfeirio at ddeiliad y contract, mae'n defnyddio "chi" fel arfer yn hytrach na "deiliad y contract". Yn yr un modd, pan fo teler yn cyfeirio at rywbeth sy'n eiddo i ddeiliad y contract, mae'n defnyddio "eich" yn hytrach na "deiliad y contract" fel arfer.

[*Pan fo troednodiaid wedi eu cynnwys*] Nid yw troednodiaid'n rhan o delerau'r contract hwn, ond maent wedi eu cynnwys pan fo hynny'n ddefnyddiol.

MYNEGAI

Trefnir y telerau o dan y penawdau a ganlyn ac yn y drefn a ganlyn:

Rhent a thaliadau eraill

Blaendal

Ymddygiad gwaharddedig

Rheoli'r annedd

Gofalu am yr annedd – cyfrifoldebau deiliad y contract

PART 3

PERIODIC STANDARD OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this periodic standard contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed(1) have (F) added after the term sub-heading. Fundamental terms that can be left out or changed have (F+) added. Supplementary terms have (S) added.

[*Where additional terms are included*] Additional terms have (A) added.

[*Where any fundamental or supplementary term has been left out of the contract or otherwise changed*] Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses "you" instead of "the contract-holder". Similarly where a term is referring to something belonging to the contract-holder, it usually uses "your" rather "the contract-holder's".

[*Where footnotes are included*] Footnotes do not form part of the terms of this contract, but have been included where that is helpful.

INDEX

The terms are arranged under the following headings and in the following order:

Rent and other charges

Deposit

Prohibited conduct

Control of the dwelling

Care of the dwelling – contract-holder's responsibilities

(1) O dan adran 33 o'r Ddeddf, caniateir gwneud newidiadau golygyddol i eiriad teler ar yr amod nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd.

(1) Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

Gofalu am yr annedd – rhwymedigaethau'r landlord

Gwneud newidiadau i'r annedd neu i gyfleustodau

Diogelwch a diogeledd yr annedd: cyfrifoldebau deiliad y contract

Creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract neu gymryd morgais

Darpariaethau ynglŷn â chyd-ddeiliaid contract

Terfynu'r contract: cyffredinol

Terfynu gan ddeiliad y contract

Terfynu gan y landlord: hawliadau meddiant a hysbysiadau adennill meddiant

Terfynu gan y landlord: seiliau dros wneud hawliad meddiant

Terfynu gan y landlord: hysbysiad y landlord

Terfynu gan y landlord: cyfyngiadau ar roi hysbysiad y landlord

Gorchymyn adennill meddiant gan y llys

Amrywio

Datganiadau ysgrifenedig a darparu gwybodaeth gan y landlord

Materion eraill

Atodiad: Seiliau Rheoli Ystad

TELERAU

Rhent a thaliadau eraill

Derbynneb am rent neu gydnabyddiaeth arall (S)

1. Rhaid i'r landlord, o fewn 14 o ddiwrnodau i gael cais gennych chi, ddarparu i chi dderbynneb ysgrifenedig am unrhyw rent neu gydnabyddiaeth arall(1) a dalwyd neu a ddarparwyd o dan y contract.

Care of the dwelling – landlord's obligations

Making changes to the dwelling or utilities

Security and safety of the dwelling: contract-holder's responsibilities

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Provisions about joint contract-holders

Termination of contract: general

Termination by contract-holder

Termination by the landlord: possession claims and possession notices

Termination by the landlord: grounds for making a possession claim

Termination by the landlord: landlord's notice

Termination by the landlord: restrictions on giving a landlord's notice

Court's Order for possession

Variation

Written statements and the provision of information by landlord

Other matters

Annex: Estate Management Grounds

TERMS

Rent and other charges

Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration(1) paid or provided under the contract.

(1) Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(1) "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

Cyfnodau pan na fo'r annedd yn ffit i bobl fyw ynddi (S)

2. Nid yw'n ofynnol i chi dalu rhent mewn cysylltiad ag unrhyw ddiwrnod neu ran o ddiwrnod pan na fo'r annedd yn ffit i bobl fyw ynddi(1).

Yr hawl i osod yn erbyn(2) (F+)

3. Os yw'r landlord yn atebol i dalu tâl digolledu i chi o dan adran 87 o'r Ddeddf, cewch osod yr atebolrwydd hwnnw yn erbyn rhent(3).

Amrywio rhent(4) (F+)

4.—(1) Caiff y landlord amrywio'r rhent sy'n daladwy o dan y contract hwn drwy roi hysbysiad i chi yn nodi rhent newydd sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.

(2) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i chi a'r dyddiad a bennir fod yn llai na dau fis.

(3) Yn ddarostyngedig i hynny—

- (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
- (b) ni chaiff hysbysiadau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd rhent newydd effaith ddiwethaf.

Amrywio cydnabyddiaeth arall(5) (F+)

5.—(1) Pan fo cydnabyddiaeth heblaw rhent yn daladwy o dan y contract hwn, caniateir amrywio swm y gydnabyddiaeth—

- (a) drwy gytundeb rhwng y landlord a chithau, neu
- (b) gan y landlord yn unol â pharagraffau (2) a (4) o'r teler hwn.

Periods when the dwelling is unfit for human habitation (S)

2. You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation(1).

Right of set off(2) (F+)

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent(3).

Variation of rent(4) (F+)

4.—(1) The landlord may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice.

(2) The period between the day on which the notice is given to you and the specified date may not be less than two months.

(3) Subject to that—

- (a) the first notice may specify any date, and
- (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

Variation of other consideration(5) (F+)

5.—(1) Where consideration other than rent is payable under this contract, the amount of consideration may be varied—

- (a) by agreement between the landlord and you, or
- (b) by the landlord in accordance with paragraphs (2) and (4) of this term.

(1) Wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi, rhaid rhoi sylw i'r materion a'r amgylchiadau a nodir yn y rheoliadau a wneir o dan adran 94 o'r Ddeddf, sydd i'w gweld ar wefan Llywodraeth Cymru.

(2) Nid yw'r teler hwn ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt.

(3) Ystyr yr "hawl i osod yn erbyn" yw, os yw'n ofynnol i landlord dalu tâl digolledu i ddeiliad contract am bethau megis methu â darparu datganiad ysgrifenedig o'r contract, y caiff deiliad y contract atal rhent sydd gyfwerth â'r tâl digolledu sy'n ddyledus. Mae adran 87 o'r Ddeddf yn nodi'r holl amgylchiadau y gall landlord fod yn atebol i dalu tâl digolledu oddi tanynt a'r ffordd y mae'r tâl digolledu hwnnw i'w gyfrifo.

(4) Nid yw'r teler hwn ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt.

(5) Nid yw'r teler hwn ond yn gymwys i gontractau y mae cydnabyddiaeth heblaw rhent yn daladwy oddi tanynt.

(1) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

(2) This term only applies to contracts under which rent is payable.

(3) The "right of set off" means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

(4) This term only applies to contracts under which rent is payable.

(5) This term only applies to contracts under which consideration other than rent is payable.

(2) Caiff y landlord roi hysbysiad i chi sy'n nodi swm newydd o gydnabyddiaeth sydd i gael effaith ar y dyddiad a bennir yn yr hysbysiad.

(3) Ni chaiff y cyfnod rhwng y diwrnod y rhoddir yr hysbysiad i chi a'r dyddiad a bennir fod yn llai na dau fis.

(4) Yn ddarostyngedig i hynny—

- (a) caiff yr hysbysiad cyntaf bennu unrhyw ddyddiad, a
- (b) ni chaiff hysbysiadau diweddarach bennu dyddiad sy'n gynharach na blwyddyn ar ôl y dyddiad pan gafodd swm newydd o gydnabyddiaeth effaith ddiwethaf.

Blaendal

Ffur sicrwydd (F+)

6. Ni chaiff y landlord ei gwneud yn ofynnol i sicrwydd (sy'n cynnwys blaendal) gael ei roi ar unrhyw ffurf heblaw—

- (a) arian, neu
- (b) gwarant.

Gofyniad i ddefnyddio cynllun blaendal (F)

7.—(1) Os ydych yn talu blaendal o dan y contract hwn (neu os yw person arall yn talu blaendal ar eich rhan), rhaid ymdrin â'r blaendal yn unol â chynllun blaendal awdurdodedig⁽¹⁾.

(2) Cyn diwedd y cyfnod o 30 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r blaendal yn cael ei dalu, rhaid i'r landlord—

- (a) cydymffurfio â gofynion cychwynnol y cynllun blaendal awdurdodedig, a
- (b) rhoi'r wybodaeth ofynnol i chi (ac i unrhyw berson sydd wedi talu'r blaendal ar eich rhan).

(3) Yr wybodaeth ofynnol yw unrhyw wybodaeth a bennir gan Weinidogion Cymru mewn rheoliadau yn unol ag adran 45 o'r Ddeddf sy'n ymwneud ag—

- (a) y cynllun blaendal awdurdodedig sy'n gymwys,
- (b) cydymffurfiaeth y landlord â gofynion cychwynnol y cynllun, ac
- (c) gweithrediad Pennod 4 o Ran 3 o'r Ddeddf (Blaendaliadau a Chynlluniau blaendal), gan gynnwys eich hawliau (a hawliau unrhyw

(2) The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.

(3) The period between the day on which the notice is given to you and the specified date may not be less than two months.

(4) Subject to that—

- (a) the first notice may specify any date, and
- (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

Deposit

Form of security (F+)

6. The landlord may not require security (which includes a deposit) to be given in any form other than—

- (a) money, or
- (b) a guarantee.

Requirement to use a deposit scheme (F)

7.—(1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme⁽¹⁾.

(2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—

- (a) comply with the initial requirements of the authorised deposit scheme, and
- (b) give you (and any person who has paid the deposit on your behalf) the required information.

(3) The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act relating to—

- (a) the authorised deposit scheme which applies,
- (b) the landlord's compliance with the initial requirements of the scheme, and
- (c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who

(1) Mae gwybodaeth ynghylch cynlluniau blaendal awdurdodedig a dolenni i'r "gwybodaeth ofynnol" i'w gweld ar wefan Llywodraeth Cymru.

(1) Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government website.

berson sydd wedi talu'r blaendal ar eich rhan) mewn perthynas â'r blaendal.

has paid the deposit on your behalf) in relation to the deposit.

Ymddygiad gwaharddedig

Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall(1) (F)

8.—(1) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sydd â hawl (o ba bynnag ddisgrifiad)—

- (a) i fyw yn yr annedd sy'n ddarostyngedig i'r contract hwn, neu
- (b) i fyw mewn annedd neu lety arall yng nghyffiniau'r annedd sy'n ddarostyngedig i'r contract hwn.

(2) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sy'n cymryd rhan mewn gweithgarwch cyfreithlon—

- (a) yn yr annedd sy'n ddarostyngedig i'r contract hwn, neu
- (b) yng nghyffiniau'r annedd honno.

(3) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd—

- (a) a allai beri niwsans neu annifyrrwch—
 - (i) i'r landlord, neu
 - (ii) i berson (boed wedi ei gyflogi gan y landlord ai peidio) sy'n gweithredu mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, a
- (b) sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â swyddogaethau'r landlord o ran rheoli tai, neu'n effeithio arnynt.

(4) Ni chewch ddefnyddio na bygwth defnyddio'r annedd sy'n ddarostyngedig i'r contract hwn, gan gynnwys unrhyw rannau cyffredin(2) ac unrhyw ran arall o adeilad sy'n ffurfio'r annedd, at ddibenion troseddol.

Prohibited conduct

Anti-social behaviour and other prohibited conduct(1) (F)

8.—(1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)—

- (a) to live in the dwelling subject to this contract, or
- (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity—

- (a) in the dwelling subject to this contract, or
- (b) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct—

- (a) capable of causing nuisance or annoyance to—
 - (i) the landlord, or
 - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
- (b) that is directly or indirectly related to or affects the landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts(2) and any other part of a building comprising the dwelling, for criminal purposes.

(1) Mae ymddygiad a allai dorri'r telerau hyn yn eang ei gwmpas a gall gynnwys gormod o sŵn, cam-drin geiriol ac ymosod corfforol. Gall ymddygiad gwaharddedig hefyd gynnwys cam-drin domestig (gan gynnwys cam-drin corfforol, rhywiol, seicolegol, emosiynol neu ariannol).

(2) Rhannau cyffredin annedd yw (a) unrhyw ran o adeilad sy'n ffurfio annedd a (b) unrhyw fangre arall (gan gynnwys unrhyw annedd arall) y mae gan ddeiliad y contract hawl i'w defnyddio ar y cyd ag eraill o dan delerau'r contract.

(1) Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

(2) The common parts of a dwelling are (a) any part of a building comprising a dwelling and (b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

(5) Rhaid i chi beidio, drwy unrhyw weithred neu anweithred—

- (a) caniatáu, cymell nac annog unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd i ymddwyn fel y crybwyllir ym mharagraffau (1) i (3) o'r teler hwn, na
- (b) caniatáu, cymell nac annog unrhyw berson i ymddwyn fel y crybwyllir ym mharagraff (4) o'r teler hwn.

Rheoli'r annedd

Defnydd o'r annedd gan ddeiliad y contract (S)

9. Ni chewch gynnal na chaniatáu unrhyw fasnach neu fusnes yn yr annedd heb gydsyniad y landlord.

Meddianwyr a ganiateir nad ydynt yn lletywyr neu'n isddeiliaid (S)

10. Cewch ganiatáu i bersonau nad ydynt yn lletywyr(1) neu'n isddeiliaid(2) fyw yn yr annedd fel cartref.

Yr hawl i feddiannu heb ymyrraeth gan y landlord (F+)

11.—(1) Ni chaiff y landlord, drwy unrhyw weithred neu anweithred, ymyrryd â'ch hawl i feddiannu'r annedd.

(2) Nid yw'r landlord yn ymyrryd â'ch hawl i feddiannu'r annedd drwy arfer hawliau'r landlord o dan y contract hwn yn rhesymol.

(3) Nid yw'r landlord yn ymyrryd â'ch hawl i feddiannu'r annedd oherwydd methiant i gydymffurfio â rhwymedigaethau atgyweirio (o fewn ystyr adran 100(2) o'r Ddeddf(3)).

(5) You must not, by any act or omission—

- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term, or
- (b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

Control of the dwelling

Use of the dwelling by the contract-holder (S)

9. You must not carry on or permit any trade or business at the dwelling without the landlord's consent.

Permitted occupiers who are not lodgers or sub-holders (S)

10. You may permit persons who are not lodgers(1) or sub-holders(2) to live in the dwelling as a home.

Right to occupy without interference from the landlord (F+)

11.—(1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

(2) The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act(3)).

(1) Mae adran 244(3) a (4) o'r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn contract meddiannaeth.

(2) Mae adran 59(3) o'r Ddeddf yn nodi mai ystyr "isddeiliad" yw deiliad y contract o dan y contract isfeddiannaeth.

(3) Mae adran 100(2) o'r Ddeddf yn nodi mai "Y rhwymedigaethau atgyweirio yw (a) rhwymedigaethau i atgyweirio unrhyw eiddo (neu i gadw eiddo mewn cyflwr da neu sicrhau ei fod ar gael mewn cyflwr da), neu i'w gynnal, ei adnewyddu, ei adeiladu neu ei amnewid, a (b) rhwymedigaethau i gadw unrhyw annedd mewn cyflwr ffit i bobl fyw ynddi sut bynnag y mynegir hynny, ac maent yn cynnwys rhwymedigaethau'r landlord o dan adrannau 91 a 92". Adlewyrchir adrannau 91 a 92 o'r Ddeddf yn nhelerau 17 a 18 o'r contract hwn.

(1) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(2) Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

(3) Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92". Sections 91 and 92 of the Act are reflected in terms 17 and 18 of this contract.

(4) Mae'r landlord i'w drin fel pe bai wedi ymyrryd â'ch hawl os yw person—

- (a) sy'n gweithredu ar ran y landlord, neu
- (b) sydd â buddiant yn yr annedd, neu ran ohoni, sy'n rhagori ar fuddiant y landlord,

yn ymyrryd â'ch hawl drwy unrhyw weithred neu anweithred gyfreithlon.

Hawl y landlord i fynd i'r annedd – Atgyweiriadau (F+)

12.—(1) Caiff y landlord fynd i'r annedd ar unrhyw adeg resymol at ddiben—

- (a) arolygu ei stad ac arolygu a yw mewn cyflwr da, neu
- (b) gwneud gwaith neu atgyweiriadau y mae angen ei wneud neu eu gwneud er mwyn cydymffurfio â'r rhwymedigaethau a nodir yn nhelerau 17 a 18 o'r contract hwn.

(2) Rhaid i'r landlord roi o leiaf 24 awr o rybudd i chi cyn arfer yr hawl honno.

(3) Mae paragraff (4) o'r teler hwn yn gymwys—

- (a) pan fo'r annedd yn ffurfio rhan o adeilad yn unig, a
- (b) os oes angen i'r landlord wneud gwaith neu atgyweiriadau mewn rhan arall o'r adeilad er mwyn cydymffurfio â'r rhwymedigaethau a nodir yn nhelerau 17 a 18.

(4) Nid yw'r landlord yn atebol am fethu â chydymffurfio â'r rhwymedigaethau o dan delerau 17 a 18 os nad oes gan y landlord hawliau digonol dros y rhan arall honno o'r adeilad i allu gwneud y gwaith neu'r atgyweiriadau, ac os nad oedd yn gallu cael yr hawliau hynny ar ôl gwneud ymdrech resymol i'w cael.

Hawl y landlord i fynd i'r annedd – atgyweiriadau i'r gosodiadau a'r ffitiadau (S)

13.—(1) O dan amgylchiadau pan nad ydych wedi gwneud yr atgyweiriadau yr ydych yn gyfrifol amdanynt yn unol â theler 16(2) a (3), caiff y landlord fynd i'r annedd ar unrhyw adeg resymol at ddiben gwneud atgyweiriadau i'r gosodiadau a'r ffitiadau neu eitemau eraill a restrir yn y rhestr eiddo, neu eu hamnewid.

(2) Ond rhaid i'r landlord roi rhybudd o 24 awr o leiaf i chi cyn mynd i'r annedd.

Hawl y landlord i fynd i'r annedd – Argyfyngau (S)

14.—(1) Os bydd argyfwng y bydd angen i'r landlord fynd i'r annedd heb rybudd o ganlyniad iddo, rhaid i chi roi i'r landlord fynediad i'r annedd yn syth.

(4) The landlord is to be treated as having interfered with your right if a person who—

- (a) acts on behalf of the landlord, or
- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with your right by any lawful act or omission.

Landlord's right to enter the dwelling – Repairs (F+)

12.—(1) The landlord may enter the dwelling at any reasonable time for the purpose of—

- (a) inspecting its condition and state of repair, or
- (b) carrying out works or repairs needed in order to comply with the obligations set out terms 17 and 18 of this contract.

(2) The landlord must give at least 24 hours' notice to you before exercising that right.

(3) Paragraph (4) of this term applies where—

- (a) the dwelling forms part only of a building, and
- (b) in order to comply with the obligations set out in terms 17 and 18 the landlord needs to carry out works or repairs in another part of the building.

(4) The landlord is not liable for failing to comply with the obligations under terms 17 and 18 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)

13.—(1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 16(2) and (3), the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.

(2) But the landlord must give you at least 24 hours' notice before entering the dwelling.

Landlord's right to enter the dwelling – Emergencies (S)

14.—(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.

(2) Os nad ydych yn rhoi mynediad yn syth, caiff y landlord fynd i'r annedd heb eich caniatâd.

(3) Os bydd y landlord yn mynd i'r annedd yn unol â pharagraff (2) o'r teler hwn, rhaid i'r landlord wneud pob ymdrech resymol i'ch hysbysu ei fod wedi mynd i'r annedd cyn gynted ag y bo'n rhesymol ymarferol ar ôl hynny.

(4) At ddiben paragraff (1) o'r teler hwn, mae argyfwng yn cynnwys—

- (a) rhywbeth y mae angen gwneud gwaith brys o'i herwydd i atal yr annedd neu anheddau yn y cyffiniau rhag cael eu difrodi yn ddifrifol, eu difrodi ymhellach neu eu dinistrio, a
- (b) rhywbeth a fyddai, pe nai bai'r landlord yn ymdrin ag ef yn syth, yn peri risg ar fin digwydd i'ch iechyd a'ch diogelwch chi, unrhyw feddiannydd a ganiateir o'r annedd, neu bersonau eraill yng nghyffiniau'r annedd.

Gofalu am yr annedd – cyfrifoldebau deiliad y contract

Dyletswydd i ofalu am yr annedd (S)

15. Nid ydych yn atebol am draul resymol i'r annedd na gosodiadau a ffitiadau yn yr annedd ond—

- (a) rhaid i chi gymryd gofal priodol o'r annedd, y gosodiadau a'r ffitiadau yn yr annedd ac unrhyw eitemau a restrir yn y rhestr eiddo,
- (b) ni chaniateir i chi symud o'r annedd unrhyw osodiadau na ffitiadau nac unrhyw eitemau a restrir yn y rhestr eiddo heb gydsyniad y landlord,
- (c) rhaid i chi gadw'r annedd wedi ei haddurno mewn cyflwr rhesymol, a
- (d) ni chaniateir i chi gadw unrhyw beth yn yr annedd a fyddai'n peri risg iechyd a diogelwch i chi, unrhyw feddiannydd a ganiateir⁽¹⁾, unrhyw bersonau sy'n ymweld â'r annedd neu unrhyw bersonau sy'n preswyllo yng nghyffiniau'r annedd.

Dyletswydd i hysbysu'r landlord am ddiffyg neu adfeiliad (S)

16.—(1) Rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw nam, diffyg, difrod neu adfeiliad yr ydych yn credu'n rhesymol fod y landlord yn gyfrifol amdano.

(2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.

(3) If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(4) For the purpose of paragraph (1) of this term, an emergency includes—

- (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
- (b) something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

Care of the dwelling – contract-holder's responsibilities

Duty to take care of the dwelling (S)

15. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—

- (a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
- (b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord,
- (c) keep the dwelling in a state of reasonable decorative order, and
not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier⁽¹⁾, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

Duty to notify landlord of defect or disrepair (S)

16.—(1) You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.

⁽¹⁾ Mae adran 244(5) o'r Ddeddf yn darparu bod person yn feddiannydd a ganiateir mewn annedd sy'n ddarostyngedig i contract meddiannaeth (a) os yw'n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu (b) os nad yw'n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

⁽¹⁾ Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

(2) Pan foch yn credu'n rhesymol nad y landlord sy'n gyfrifol am unrhyw nam, diffyg, difrod neu adfeiliad i'r gosodiadau a'r ffitiadau neu eitemau a restrir yn y rhestr eiddo, rhaid i chi, o fewn cyfnod rhesymol o amser, wneud atgyweiriadau i'r gosodiadau hynny a'r ffitiadau hynny neu'r eitemau eraill hynny a restrir yn y rhestr eiddo, neu eu hamnewid.

(3) Mae'r amgylchiadau y mae paragraff (2) o'r teler hwn yn gymwys oddi tanynt yn cynnwys pan fo'r nam, y diffyg, y difrod neu'r adfeiliad wedi digwydd yn gyfan gwbl neu'n bennaf oherwydd gweithred neu anweithred sy'n gyfystyr â diffyg gofal(1) gennych chi, unrhyw feddiannydd a ganiateir neu unrhyw berson sy'n ymweld â'r annedd.

Gofalu am yr annedd – rhwymedigaethau'r landlord

Rhwymedigaeth y landlord: ffitrwydd annedd i bobl fyw ynddi (F+)

17.—(1) Rhaid i'r landlord sicrhau bod yr annedd yn ffit i bobl fyw ynddi(2)—

- (a) ar ddyddiad meddiannu'r contract hwn, a
- (b) tra pery'r contract hwn.

(2) Mae'r cyfeiriad ym mharagraff (1) o'r teler hwn at yr annedd yn cynnwys, os yw'r annedd yn ffurfio rhan yn unig o adeilad, strwythur yr adeilad a'r tu allan i'r adeilad, ynghyd â'r rhannau cyffredin.

Rhwymedigaeth y landlord i gadw annedd mewn cyflwr da (F+)

18.—(1) Rhaid i'r landlord—

- (a) cadw'r strwythur a'r tu allan i'r annedd (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
- (b) cadw'r gosodiadau gwasanaeth yn yr annedd mewn cyflwr da ac yn gweithio'n iawn.

(2) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, rhaid i'r landlord—

- (a) cadw'r strwythur a'r tu allan i unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a

(2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them.

(3) The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care(1) by you, any permitted occupier or any person visiting the dwelling.

Care of the dwelling – landlord's obligations

Landlord's obligation: fitness for human habitation (F+)

17.—(1) The landlord must ensure that the dwelling is fit for human habitation(2)—

- (a) on the occupation date of this contract, and
- (b) for the duration of this contract.

(2) The reference in paragraph (1) of this term to the dwelling includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Landlord's obligation to keep a dwelling in repair (F+)

18.—(1) The landlord must—

- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- (b) keep in repair and proper working order the service installations in the dwelling.

(2) If the dwelling forms part only of a building, the landlord must—

- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and

(1) Mae adran 96(3) o'r Ddeddf yn diffinio "diffyg gofal" fel methu â gofalu'n briodol (a) am yr annedd, neu (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract meddiannaeth.

(2) Wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi rhaid rhoi sylw i'r materion a'r amgylchiadau a nodir yn y rheoliadau a wneir o dan adran 94 o'r Ddeddf, sydd i'w gweld ar wefan Llywodraeth Cymru.

(1) Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

(2) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

(b) cadw mewn cyflwr da ac yn gweithio'n iawn unrhyw osodiadau gwasanaeth sy'n gwasanaethu'r annedd yn uniongyrchol neu'n anuniongyrchol, ac sydd naill ai—

(i) yn ffurfio rhan o unrhyw ran o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, neu

(ii) yn eiddo i'r landlord neu o dan reolaeth y landlord.

(3) Y safon sy'n ofynnol gan baragraffau (1) a (2) o'r telor hwn yw'r hyn sy'n rhesymol o ystyried oed a chymeriad yr annedd, a'r cyfnod y mae'r annedd yn debygol o fod ar gael i'w meddiannu fel cartref.

(4) Yn y contract hwn, ystyr "gosodiad gwasanaeth" yw gosodiad i gyflenwi dŵr, nwy neu drydan, ar gyfer glanweithdra, i gynhesu lle neu i wresogi dŵr.

Rhwymedigaethau eraill y landlord mewn perthynas â thelerau 17 a 18 (F+)

19.—(1) Rhaid i'r landlord unioni unrhyw ddifrod a achosir gan waith ac atgyweiriadau a wneir er mwyn cydymffurfio â rhwymedigaethau'r landlord o dan delerau 17 a 18.

(2) Ni chaiff y landlord osod unrhyw rwymedigaeth arnoch os byddwch yn gorfodi neu'n dibynnu ar rhwymedigaethau'r landlord o dan delerau 17 a 18.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 17 a 18: Cyffredinol (F+)

20.—(1) Nid yw telor 17(1) yn gosod unrhyw atebolrwydd ar y landlord mewn cysylltiad ag annedd nad yw'r landlord yn gallu ei gwneud yn ffit i bobl fyw ynddi am gost resymol.

(2) Nid yw rhwymedigaethau'r landlord o dan delerau 17(1) a 18(1) yn ei gwneud yn ofynnol i'r landlord—

(a) cadw mewn cyflwr da unrhyw beth y mae gennych hawl mynd ag ef o'r annedd, na

(b) ailadeiladu neu adfer cyflwr yr annedd neu unrhyw ran ohoni, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.

(3) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, nid yw rhwymedigaethau'r landlord o dan delerau 17(1) a 18(2) yn ei gwneud yn ofynnol i'r landlord ailadeiladu nac adfer cyflwr unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.

(b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—

(i) forms part of any part of the building in which the landlord has an estate or interest, or

(ii) is owned by the landlord or is under the landlord's control.

(3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

Further landlord obligations in relation to terms 17 and 18 (F+)

19.—(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 17 and 18.

(2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 17 and 18.

Limits on landlord obligations in relation to terms 17 and 18: General (F+)

20.—(1) Term 17(1) does not impose any liability on the landlord in respect of the dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(2) The landlord's obligations under terms 17(1) and 18(1) do not require the landlord—

(a) to keep in repair anything which you are entitled to remove from the dwelling, or

(b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the landlord's obligations under terms 17(1) and 18(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Tân, storm, llifogydd neu unrhyw ddamwain anochel arall yw'r achosion perthnasol at ddiben paragraffau (2)(b) a (3) o'r teler hwn.

(5) Nid yw teler 18(2) yn ei gwneud yn ofynnol i'r landlord wneud gwaith nac atgyweiriadau oni bai bod y methiant i gadw mewn cyflwr da, neu'r methiant i gadw mewn cyflwr sy'n gweithio'n iawn, yn effeithio ar eich mwynhad—

- (a) o'r annedd, neu
- (b) o'r rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract hwn.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 17 a 18: bai deiliad y contract (F+)

21.—(1) Nid yw teler 17(1) yn gosod unrhyw atebolrwydd ar y landlord os nad yw'r annedd yn ffit i bobl fyw ynddi yn llwyr neu'n bennaf oherwydd gweithred neu anweithred (gan gynnwys gweithred neu anweithred sy'n gyfystyr â diffyg gofal) ar eich rhan chi neu feddiannydd a ganiateir i feddiannu'r annedd.

(2) Nid oes rhwymedigaeth ar y landlord yn sgil teler 18(1) na (2) i wneud gwaith nac atgyweiriadau os gellir priodoli'r methiant i gadw mewn cyflwr da, neu fethiant gosodiad gwasanaeth i weithio, yn llwyr neu'n bennaf i ddiffyg gofal ar eich rhan chi neu feddiannydd a ganiateir i feddiannu'r annedd.

(3) Ystyr “diffyg gofal” yw methu â gofalu'n briodol—

- (a) am yr annedd, neu
- (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract hwn.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 17 a 18: hysbysiad (F+)

22.—(1) Nid yw rhwymedigaethau'r landlord o dan deler 17(1)(b) ac o dan deler 18(1) a (2) yn codi hyd nes bod y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) yn dod i wybod bod angen gwaith neu atgyweiriadau.

(2) Mae'r landlord yn cydymffurfio â'r rhwymedigaethau o dan deler 17(1)(b) ac o dan deler 18(1) a (2) os yw'n gwneud y gwaith neu'r atgyweiriadau angenrheidiol o fewn cyfnod rhesymol ar ôl y diwrnod y daw'r landlord i wybod bod ei angen neu eu hangen.

(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.

(5) Term 18(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of—

- (a) the dwelling, or
- (b) the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 17 and 18: contract-holder's fault (F+)

21.—(1) Term 17(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged by term 18(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(3) “Lack of care” means a failure to take proper care—

- (a) of the dwelling, or
- (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 17 and 18: notice (F+)

22.—(1) The landlord's obligations under term 17(1)(b) and under term 18(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The landlord complies with the obligations under term 17(1)(b) and under term 18(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) Os yw—

- (a) y landlord (yr “hen landlord”) yn trosglwyddo buddiant yr hen landlord yn yr annedd i berson arall (y “landlord newydd”), a
- (b) yr hen landlord (neu os dau neu ragor o bersonau ar y cyd yw’r hen landlord, unrhyw un ohonynt) yn gwybod cyn dyddiad y trosglwyddiad bod gwaith neu atgyweiriadau’n angenrheidiol er mwyn cydymffurfio â theler 17(1) neu 18(1) neu (2),

mae’r landlord newydd i’w drin fel pe bai’n dod i wybod bod angen y gwaith hwnnw neu’r atgyweiriadau hynny ar ddyddiad y trosglwyddiad, ond nid cyn hynny.

Hawliau meddiannwyr a ganiateir (F+)

23.—(1) Caiff meddiannydd a ganiateir(1) sy’n cael anaf personol, neu’n dioddef colled neu ddiffrod i eiddo personol o ganlyniad i fethiant y landlord i gydymffurfio â theler 17 neu 18, orfodi’r teler perthnasol yn ei hawl ei hun drwy ddod ag achos mewn cysylltiad â’r anaf, y golled neu’r difrod.

(2) Ond os yw meddiannydd a ganiateir yn lletywr(2) neu’n isddeiliad(3), ni chaiff wneud hynny oni chaniateir i’r lletywr fyw yn yr annedd, neu oni wneir y contract isfeddiannaeth(4), yn unol â’r contract hwn.

Gwneud newidiadau i’r annedd neu i gyfleustodau

Newidiadau i’r annedd (S)

24.—(1) Ni chaniateir i chi wneud unrhyw addasiad i’r annedd heb gydsyniad y landlord.

(2) At ddibenion paragraff (1) o’r teler hwn, mae “addasiad” yn cynnwys—

(3) If—

- (a) the landlord (the “old landlord”) transfers the old landlord’s interest in the dwelling to another person (the “new landlord”), and
- (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 17(1) or 18(1) or (2),

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

Rights of permitted occupiers (F+)

23.—(1) A permitted occupier(1) who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 17 or 18, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

(2) But a permitted occupier who is a lodger(2) or sub-holder(3) may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation(4) contract is made, in accordance with this contract.

Making changes to the dwelling or utilities

Changes to the dwelling (S)

24.—(1) You must not make any alteration to the dwelling without the consent of the landlord.

(2) For the purposes of paragraph (1) of this term, “alteration” includes—

(1) Mae adran 244(5) o’r Ddeddf yn darparu bod person yn feddiannydd a ganiateir mewn annedd sy’n ddarostyngedig i gontract meddiannaeth (a) os yw’n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu (b) os nad yw’n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

(2) Mae adran 244(3) a (4) o’r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw’r denantiaeth neu’r drwydded y mae’n meddiannu’r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i’r Ddeddf (llety a rennir â’r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn gontract meddiannaeth.

(3) Mae adran 59(3) o’r Ddeddf yn nodi mai ystyr “isddeiliad” yw deiliad y contract o dan y contract isfeddiannaeth.

(4) Mae adran 59(2) o’r Ddeddf yn nodi bod “contract isfeddiannaeth” yn gontract meddiannaeth (a) a wneir gyda landlord sy’n ddeiliad y contract o dan gontract meddiannaeth, a (b) sy’n ymwneud â’r annedd i gyd neu ran o’r annedd y mae’r contract hwnnw yn berthnasol iddi.

(1) Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

(2) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(3) Section 59(3) of the Act sets out that a “Sub-holder” means the contract-holder under the sub-occupation contract.

(4) Section 59(2) of the Act sets out that a “sub-occupation contract” is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates.

- (a) unrhyw ychwanegiad at y gosodiadau a'r ffitiadau yn yr annedd, neu unrhyw addasiadau iddynt,
- (b) gosod erial neu ddysgl lloeren,
- (c) gosod, tynnu neu wneud addasiadau strwythurol i siediau, garejys neu unrhyw strwythurau eraill yn yr annedd, a
- (d) gwneud gwaith i addurno'r annedd yn allanol.

- (a) any addition to or alteration of the fixtures and fittings in the dwelling,
- (b) the erection of an aerial or satellite dish,
- (c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- (d) the carrying out of external decoration to the dwelling.

Newidiadau i'r ddarpariaeth o gyfleustodau i'r annedd (S)

25.—(1) Cewch newid unrhyw un neu ragor o'r cyflenwyr i'r annedd o—

- (a) gwasanaethau trydan, nwy neu danwydd arall, neu wasanaethau dŵr (gan gynnwys carthffosiaeth);
- (b) gwasanaethau ffôn, rhyngwrwyd, teledu cebl neu deledu lloeren.

(2) Rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw newidiadau a wnaed yn unol â pharagraff (1) o'r teler hwn.

(3) Oni bai bod y landlord yn cydsynio, ni chaniateir i chi—

- (a) gadael yr annedd, ar ddiwedd y contract, heb gyflenwr trydan, nwy neu danwydd arall (os yw hynny'n gymwys) neu wasanaethau dŵr (gan gynnwys carthffosiaeth), oni bai nad oedd y cyfleustodau hyn yn bresennol yn yr annedd ar y dyddiad meddiannu;
- (b) gosod neu dynnu, neu drefnu i osod neu dynnu, unrhyw osodiadau gwasanaeth penodedig yn yr annedd.

(4) At ddibenion paragraff (3)(b) o'r teler hwn, ystyr "gosodiadau gwasanaeth penodedig" yw gosodiad ar gyfer cyflenwi dŵr, nwy, trydan neu danwydd arall (os yw hynny'n gymwys) ar gyfer glanweithdra, i gynhesu lle neu i wresogi dŵr.

Diogelwch a diogeledd yr annedd: cyfrifoldebau deiliad y contract

Diogelwch yr annedd – cyfnodau pan fo'r annedd yn wag (S)

26. Os ydych yn dod yn ymwybodol bod yr annedd, neu y bydd yr annedd, yn wag am 28 neu fwy o ddiwrnodau yn olynol, rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol.

Diogelwch yr annedd – cloeon (S)

27.—(1) Rhaid i chi gymryd camau rhesymol i sicrhau bod yr annedd yn ddiogel.

Changes to the provision of utilities to the dwelling (S)

25.—(1) You may change any of the suppliers to the dwelling of—

- (a) electricity, gas, or other fuel or water (including sewerage) services;
- (b) telephone, internet, cable television or satellite television services.

(2) You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.

(3) Unless the landlord consents, you must not—

- (a) leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
- (b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

(4) For the purposes of paragraph (3)(b) of this term, "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Security and safety of the dwelling: contract-holder's responsibilities

Security of the dwelling – unoccupied periods (S)

26. If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable.

Security of the dwelling – locks (S)

27.—(1) You must take reasonable steps to ensure the dwelling is secure.

(2) Cewch newid unrhyw glo ar ddrysau allanol neu fewnol yr annedd ar yr amod nad yw unrhyw newidiadau o'r fath yn darparu llai o ddiogelwch nag a oedd yn ei le yn flaenorol.

(3) Os bydd angen allwedd newydd i gael mynediad i'r annedd neu unrhyw ran ohoni o ganlyniad i unrhyw newid a wneir o dan baragraff (2) o'r telor hwn, rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw newid a sicrhau bod copi sy'n gweithio o'r allwedd newydd ar gael i'r landlord.

Creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract neu gymryd morgais

Dulliau o ddelio a ganiateir (F+)

28.—(1) Ni chewch ddelio â'r contract hwn, yr annedd nac unrhyw ran o'r annedd ac eithrio—

- (a) mewn ffordd a ganiateir gan y contract hwn, neu
- (b) yn unol â gorchymyn eiddo teuluol (gweler adran 251 o'r Ddeddf)(1).

(2) Ni chaiff cyd-ddeiliad contract ddelio â'i hawliau a'i rwymedigaethau o dan y contract hwn (nac â'r contract hwn, yr annedd nac unrhyw ran o'r annedd) ac eithrio—

- (a) mewn ffordd a ganiateir gan y contract hwn, neu
- (b) yn unol â gorchymyn eiddo teuluol.

(3) Os ydych yn gwneud unrhyw beth sy'n torri paragraff (1) o'r telor hwn, neu os yw cyd-ddeiliad contract yn gwneud unrhyw beth sy'n torri paragraff (2) o'r telor hwn—

- (a) nid yw'r trafodiad yn rhwymo'r landlord, a
- (b) rydych chi neu gyd-ddeiliad y contract yn torri'r contract hwn (er nad yw'r trafodiad yn rhwymo'r landlord).

(4) Mae "delio" yn cynnwys—

- (a) creu tenantiaeth, neu greu trwydded sy'n rhoi'r hawl i feddiannu'r annedd;
- (b) trosglwyddo;
- (c) morgeisio neu arwystlo mewn ffordd arall.

(2) You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

(3) If any change made under paragraph (2) of this term results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing (F+)

28.—(1) You may not deal with this contract, the dwelling or any part of the dwelling except—

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order (see section 251 of the Act)(1).

(2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except—

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order.

(3) If you do anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term—

- (a) the transaction is not binding on the landlord, and
- (b) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).

(4) "Dealing" includes—

- (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
- (b) transferring;
- (c) mortgaging or otherwise charging.

(1) Mae adran 251 o'r Ddeddf yn nodi ystyr "gorchymyn eiddo teuluol" at ddiobenion y telor hwn. Caiff llysoedd wneud sawl math o orchymyn i ddatrys yr hyn sy'n digwydd i'r cartref teuluol ar ôl ysgaru, gwahanu etc.

(1) Section 251 of the Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

Caniatáu lletywr (S)

29. Ni chewch ganiatáu i bersonau fyw yn yr annedd fel lletywr(1) heb gydsyniad y landlord.

Darpariaethau ynglŷn â chyd-ddeiliaid contract

Ychwanegu cyd-ddeiliad contract (F+)

30.—(1) Cewch chi, fel deiliad y contract o dan y contract hwn, a pherson arall, gyda chydysyniad y landlord(2), wneud y person arall hwnnw yn gyd-ddeiliad contract o dan y contract hwn.

(2) Os gwneir person yn gyd-ddeiliad contract o dan y teler hwn bydd ganddo'r hawl i holl hawliau, a bydd yn ddarostyngedig i holl rwymedigaethau, deiliad contract o dan y contract hwn o'r diwrnod y daw'n gyd-ddeiliad contract.

Cyd-ddeiliad contract yn tynnu'n ôl (F+)

31.—(1) Os ydych yn gyd-ddeiliad contract, cewch dynnu'n ôl o'r contract hwn drwy roi hysbysiad ("hysbysiad tynnu'n ôl") i'r landlord.

(2) Rhaid i'r hysbysiad tynnu'n ôl bennu'r dyddiad yr ydych chi'n bwriadu peidio â bod yn barti i'r contract (y "dyddiad tynnu'n ôl").

(3) Rhaid i chi roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract pan fyddwch yn rhoi'r hysbysiad tynnu'n ôl i'r landlord, a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.

(4) Rhaid i'r landlord roi rhybudd ysgrifenedig i gyd-ddeiliaid eraill y contract cyn gynted ag y bo'n rhesymol ymarferol ar ôl i'r landlord gael yr hysbysiad tynnu'n ôl; a rhaid atodi copi o'r hysbysiad tynnu'n ôl i'r rhybudd.

(5) Byddwch yn peidio â bod yn barti i'r contract ar y dyddiad tynnu'n ôl.

(6) Mae hysbysiad a roddir i'r landlord gan un neu ragor (ond nid pob un) o gyd-ddeiliaid y contract sy'n honni ei fod yn hysbysiad o dan deler 41 (hysbysiad gan ddeiliad contract i derfynu contract) i'w drin fel hysbysiad tynnu'n ôl, ac mae'r dyddiad a bennir yn yr hysbysiad i'w drin fel y dyddiad tynnu'n ôl.

Permitting lodgers (S)

29. You must not allow persons to live in the dwelling as lodgers(1) without the landlord's consent.

Provisions about joint contract-holders

Adding a joint contract-holder (F+)

30.—(1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord(2), make that person a joint contract-holder under this contract.

(2) If a person is made a joint contract-holder under this term he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

Withdrawal of a joint contract-holder (F+)

31.—(1) If you are a joint contract-holder you may withdraw from this contract by giving a notice (a "withdrawal notice") to the landlord.

(2) The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date").

(3) You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord, and a copy of the withdrawal notice must be attached to the warning.

(4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

(5) You will cease to be a party to this contract on the withdrawal date.

(6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 41 (contract-holder's notice to end a contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

(1) Mae adran 244(3) a (4) o'r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn contract meddiannaeth.

(2) Wrth ystyried cais i wneud person yn gyd-ddeiliad contract, o dan adran 84 o'r Ddeddf, "ni chaiff y landlord (a) gwrthod cydsyniad yn afresymol, na (b) cydsynio yn ddarostyngedig i amodau afresymol". Penderfynir ar yr hyn sy'n rhesymol gan roi sylw i Atodlen 6 i'r Ddeddf.

(1) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(2) When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a "landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions". What is reasonable is to be determined having regard to Schedule 6 to the Act.

(7) Nid yw paragraff (3) o'r telor hwn yn gymwys i hysbysiad sy'n cael ei drin fel hysbysiad tynnu'n ôl oherwydd paragraff (6) o'r telor hwn.

Cyd-ddeiliad contract yn tynnu'n ôl – yr hysbysiad sy'n ofynnol (S)

32. Y cyfnod amser lleiaf rhwng y dyddiad y rhoddir hysbysiad o dan deler 31 i'r landlord, a'r dyddiad a bennir yn yr hysbysiad, yw un mis.

Cyd-ddeiliad contract yn peidio â bod yn barti i'r contract – goroesi (F)

33.—(1) Os yw cyd-ddeiliad contract o dan y contract hwn yn marw, neu'n peidio â bod yn barti i'r contract am ryw reswm arall, o'r adeg y mae'n peidio â bod yn barti—

- (a) mae gan weddill cyd-ddeiliaid y contract hawl llwyr i'r holl hawliau o dan y contract hwn, a
- (b) mae gweddill cyd-ddeiliaid y contract yn llwyr atebol am gyflawni pob rhwymedigaeth sy'n ddyledus i'r landlord o dan y contract hwn.

(2) Nid oes hawl gan gyd-ddeiliad y contract i unrhyw hawl ac nid yw'n atebol am unrhyw rwymedigaeth o ran y cyfnod ar ôl iddo beidio â bod yn barti i'r contract hwn.

(3) Nid oes dim ym mharagraff (1) na (2) o'r telor hwn yn dileu unrhyw hawl nac yn ildio unrhyw atebolrwydd ar ran cyd-ddeiliad y contract sy'n cronni cyn iddo beidio â bod yn barti i'r contract hwn.

(4) Nid yw'r telor hwn yn gymwys pan fo cyd-ddeiliad contract yn peidio â bod yn barti i'r contract am fod ei hawliau a'i rwymedigaethau o dan y contract hwn yn cael eu trosglwyddo yn unol â'r contract hwn.

Terfynu contract – cyffredinol

Terfynu a ganiateir etc. (F)

34.—(1) Ni chaniateir terfynu'r contract hwn ond yn unol ag—

- (a) telerau sylfaenol y contract hwn sy'n ymgorffori darpariaethau sylfaenol a nodir yn Rhan 9 o'r Ddeddf neu delerau eraill a gynhwysir yn y contract hwn yn unol â Rhan 9 sef telerau 34 i 37, 40 i 72 a theler 81(1), neu

(1) Mae telerau sylfaenol y contract hwn, sy'n ymgorffori'r darpariaethau sylfaenol a nodir yn Rhan 9 o'r Ddeddf neu delerau eraill a gynhwysir yn y contract hwn yn unol â Rhan 9, yn cynnwys telerau 34 i 37, 40 i 72 a theler 81.

(7) Paragraph (3) of this term does not apply to a notice which is treated as a withdrawal notice because of paragraph (6) of this term.

Withdrawal of a joint contract-holder – notice required (S)

32. The minimum time period between the date on which a notice under term 31 is given to the landlord, and the date specified in the notice, is one month.

Joint contract-holder ceasing to be a party to a contract – survivorship (F)

33.—(1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—

- (a) fully entitled to all the rights under this contract, and
- (b) liable to perform fully every obligation owed to the landlord under this contract.

(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to this contract.

(3) Nothing in paragraph (1) or (2) of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to this contract.

(4) This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under this contract are transferred in accordance with this contract.

Termination of contract – general

Permissible termination etc. (F)

34.—(1) This contract may be ended only in accordance with—

- (a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are terms 34 to 37, 40 to 72 and term 81(1), or

(1) The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 34 to 37, 40 to 72 and term 81.

- (b) unrhyw ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru.

(2) Nid oes dim yn y telor hwn yn effeithio ar—

- (a) unrhyw hawl sydd gan y landlord neu ddeiliad y contract i ddad-wneud y contract hwn, na
- (b) gweithrediad cyfraith llesteirio(1).

Terfynu drwy gytundeb (F+)

35.—(1) Os yw'r landlord a chithau yn cytuno i derfynu'r contract, daw'r contract hwn i ben—

- (a) pan fyddwch yn ildio meddiant o'r annedd yn unol â'r hyn yr ydych yn cytuno arno gyda'r landlord, neu
- (b) os nad ydych yn ildio meddiant ac y gwneir contract meddiannaeth newydd i gymryd lle'r un gwreiddiol, yn union cyn dyddiad meddiannu'r contract meddiannaeth newydd.

(2) Mae contract meddiannaeth yn contract meddiannaeth newydd sy'n cymryd lle'r un gwreiddiol—

- (a) os yw'n cael ei wneud mewn cysylltiad â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract gwreiddiol, a
- (b) os chi oedd deiliad y contract hefyd o dan y contract gwreiddiol.

Tor contract ymwrthodol ar ran y landlord (F+)

36. Os yw'r landlord yn cyflawni tor contract ymwrthodol(2), a'ch bod yn ildio meddiant o'r annedd oherwydd y tor contract hwnnw, daw'r contract hwn i ben pan fyddwch yn ildio meddiant o'r annedd.

Marwolaeth unig ddeiliad contract (F)

37.—(1) Os chi yw unig ddeiliad y contract, daw'r contract hwn i ben—

- (a) mis ar ôl eich marwolaeth, neu
- (b) os yw'n gynharach, pan fydd y personau awdurdodedig yn hysbysu'r landlord am eich marwolaeth.

- (b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) Nothing in this term affects—

- (a) any right of the landlord or contract-holder to rescind this contract, or
- (b) the operation of the law of frustration(1).

Termination by agreement (F+)

35.—(1) If the landlord and you agree to end this contract, this contract ends—

- (a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
- (b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

(2) An occupation contract is a substitute contract if—

- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
- (b) you were also the contract-holder under the original contract.

Repudiatory breach by landlord (F+)

36. If the landlord commits a repudiatory breach(2) of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

Death of a sole contract-holder (F)

37.—(1) If you are the sole contract-holder, this contract ends—

- (a) one month after your death, or
- (b) if earlier, when the landlord is given notice of your death by the authorised persons.

(1) Byddai cyfraith llesteirio yn gweithredu, er enghraifft, pan fo contract yn cael ei roi o'r neilltu oherwydd amgylchiad sy'n ei gwneud yn amhosibl cydymffurfio ag ef.

(2) Byddai tor contract ymwrthodol yn dor contract gan y landlord sy'n ddigon difrifol i gyfiawnhau terfynu'r contract yn syth gennyh chi, er enghraifft oherwydd camliwio twyllodrus gan y landlord. Yn y pen draw, y llys fyddai'n penderfynu, os oes anghydfod, a yw'r tor contract yn un ymwrthodol.

(1) The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

(2) A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

- (2) Y personau awdurdodedig yw—
- (a) eich cynrychiolwyr personol, neu
 - (b) y rheini sydd â chaniatâd i feddiannu'r annedd sy'n 18 oed a hŷn (os oes rhai) yn gweithredu gyda'i gilydd.

(3) Ni ddaw'r contract hwn i ben os oes un neu ragor o bersonau yn gymwys i'ch olynu o dan adran 74 (personau sy'n gymwys i olynu) o'r Ddeddf.

(4) Ni ddaw'r contract hwn i ben os, ar eich marwolaeth, oes gorchymyn eiddo teuluol⁽¹⁾ yn cael effaith sy'n ei gwneud yn ofynnol i'r contract gael ei drosglwyddo i berson arall.

(5) Os, ar ôl eich marwolaeth, yw'r gorchymyn eiddo teuluol yn peidio â chael effaith ac os nad oes unrhyw berson yn gymwys i'ch olynu, daw'r contract hwn i ben—

- (a) pan fydd y gorchymyn yn peidio â chael effaith, neu
- (b) os yw'n hwyrach, pan fyddai'r contract hwn yn dod i ben o dan baragraff (1) o'r telor hwn.

Rhwymedigaethau deiliad y contract pan ddaw'r contract i ben (S)

38. Pan fyddwch yn gadael yr annedd pan ddaw'r contract hwn i ben, rhaid i chi—

- (a) symud o'r annedd yr holl eiddo sy'n berchen—
 - (i) i chi, neu
 - (ii) i unrhyw feddiannydd a ganiateir nad oes ganddo'r hawl i barhau i feddiannu'r annedd,
- (b) dychwelyd unrhyw eiddo sy'n berchen i'r landlord i'r safle lle yr oedd ar y dyddiad meddiannu, ac
- (c) dychwelyd i'r landlord yr holl allwedd i sy'n galluogi mynediad i'r annedd a ddaliwyd yn ystod cyfnod y contract gennych chi neu gan unrhyw feddiannydd a ganiateir nad oes ganddo'r hawl i barhau i feddiannu'r annedd.

Ad-dalu rhent neu gydnabyddiaeth arall (S)

39. Rhaid i'r landlord ad-dalu i chi, o fewn cyfnod rhesymol o amser ar ôl i'r contract hwn ddod i ben, unrhyw rent a dalwyd ymlaen llaw neu gydnabyddiaeth arall sy'n ymwneud ag unrhyw gyfnod ar ôl y dyddiad y daw'r contract hwn i ben.

- (2) The authorised persons are—
- (a) your personal representatives, or
 - (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) This contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

(4) This contract does not end if, at your death, a family property order⁽¹⁾ has effect which requires the contract to be transferred to another person.

(5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends—

- (a) when the order ceases to have effect, or
- (b) if later, at the time this contract would end under paragraph (1) of this term.

Contract-holders' obligations at the end of the contract (S)

38. When you vacate the dwelling at the end of this contract, you must—

- (a) remove from the dwelling all property belonging—
 - (i) to you, or
 - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
- (c) return to the landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

Repayment of rent or other consideration (S)

39. The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.

⁽¹⁾ Mae adran 251 o'r Ddeddf yn nodi ystyr "gorchymyn eiddo teuluol". Caiff llysoedd wneud sawl math o orchymyn i ddatrys yr hyn sy'n digwydd i'r cartref teuluol ar ôl ysgaru, gwahanu etc.

⁽¹⁾ Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

Terfynu gan ddeiliad y contract

Deiliad y contract yn terfynu'n fuan (F+)

40.—(1) Cewch derfynu'r contract hwn unrhyw bryd cyn y cynharaf o'r canlynol—

- (a) y landlord yn rhoi datganiad ysgrifenedig o'r contract hwn i chi o dan deler 76(1), neu
- (b) y dyddiad meddiannu.

(2) Er mwyn terfynu'r contract hwn o dan baragraff (1) o'r teler hwn, rhaid i chi roi hysbysiad i'r landlord yn datgan eich bod yn terfynu'r contract hwn(1).

(3) Pan fyddwch yn rhoi'r hysbysiad i'r landlord, byddwch—

- (a) yn peidio â bod ag unrhyw atebolrwydd o dan y contract hwn, a
- (b) yn dod â'r hawl i gael unrhyw flaendal, rhent neu gydnabyddiaeth arall a roddwyd i'r landlord yn unol â'r contract hwn wedi ei ddychwelyd i chi.

Hysbysiad deiliad y contract (F+)

41. Cewch derfynu'r contract hwn drwy roi hysbysiad i'r landlord y byddwch yn ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.

Hysbysiad deiliad y contract: y cyfnod hysbysu byrraf a ganiateir (F+)

42. Ni chaiff y dyddiad a bennir mewn unrhyw hysbysiad o'r fath o dan deler 41 fod yn llai na phedair wythnos ar ôl y diwrnod y rhoddir yr hysbysiad i'r landlord.

Terfynu contract yn dilyn hysbysiad deiliad y contract (F+)

43.—(1) Os ydych yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan deler 41, neu cyn hynny, daw'r contract hwn i ben ar y dyddiad a bennir yn yr hysbysiad.

(2) Os ydych yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract hwn i ben—

- (a) ar y diwrnod yr ydych yn ildio meddiant o'r annedd, neu
- (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol â theler 72.

Termination by contract-holder

Early termination by contract-holder (F+)

40.—(1) You may end this contract at any time before the earlier of—

- (a) the landlord giving you a written statement of this contract under term 76(1), or
- (b) the occupation date.

(2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract(1).

(3) On giving the notice to the landlord, you—

- (a) cease to have any liability under this contract, and
- (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

Contract-holder's notice (F+)

41. You may end this contract by giving the landlord notice that you will give up possession of the dwelling on a date specified in the notice.

Contract-holder's notice: minimum notice period (F+)

42. The date specified in any such notice under term 41 may not be less than four weeks after the day on which the notice is given to the landlord.

Termination of contract on contract-holder's notice (F+)

43.—(1) If you give up possession of the dwelling on or before the date specified in a notice given under term 41 this contract ends on the date specified in the notice.

(2) If you give up possession of the dwelling after that date but in connection with the notice, this contract ends—

- (a) on the day on which you give up possession of the dwelling, or
- (b) if an order for possession is made, on the date determined in accordance with term 72.

(1) Gweler teler 82 ynghylch rhoi hysbysiad.

(1) See term 82 regarding the giving of a notice.

(3) Mae'r hysbysiad yn peidio â chael effaith os, cyn i'r contract hwn ddod i ben—

- (a) ydych yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i'r landlord, a
- (b) nad yw'r landlord yn gwrthwynebu mewn ysgrifed i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.

Terfynu'r contract sydd â chyd-ddeiliaid contract (F+)

44. Os oes cyd-ddeiliaid contract o dan y contract hwn, ni ellir dod â'r contract i ben drwy weithred gan un neu ragor o gyd-ddeiliaid y contract yn gweithredu heb y cyd-ddeiliad contract arall neu'r cyd-ddeiliaid contract eraill.

Terfynu gan y landlord: hawliadau meddiant a hysbysiadau adennill meddiant

Hawliadau meddiant (F)

45. Ni chaiff y landlord wneud hawliad i'r llys i adennill meddiant o'r annedd oddi wrthyh ("hawliad meddiant") ond yn yr amgylchiadau a nodir ym Mhenodau 3 a 5 o Ran 9 o'r Ddeddf a nodir yn nhelerau 47 i 71 a theler 81.

Hysbysiadau adennill meddiant (F+)

46.—(1) Mae'r telor hwn yn gymwys mewn perthynas â hysbysiad adennill meddiant y mae'n ofynnol i'r landlord ei roi i chi o dan unrhyw un neu ragor o'r telerau a ganlyn cyn gwneud hawliad meddiant—

- (a) telor 48 (mewn perthynas â thor contract gan ddeiliad contract);
- (b) telor 50 (mewn perthynas â seiliau rheoli ystad);
- (c) telor 54 (mewn perthynas â hysbysiad gan ddeiliad contract);
- (d) telor 52 (mewn perthynas ag ôl-ddyledion rhent difrifol).

(2) Rhaid i'r hysbysiad (yn ogystal â phennu'r sail ar gyfer gwneud yr hawliad)—

- (a) datgan bwriad y landlord i wneud hawliad meddiant,
- (b) rhoi manylion y sail ar gyfer ceisio meddiant, ac
- (c) datgan ar ôl pa ddyddiad y gall y landlord wneud hawliad meddiant.

(3) The notice ceases to have effect if, before this contract ends—

- (a) you withdraw the notice by giving further notice to the landlord, and
- (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

Termination of the contract with joint contract-holders (F+)

44. If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

Termination by the landlord: possession claims and possession notices

Possession claims (F)

45. The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 5 of Part 9 of the Act which are set out in terms 47 to 71 and term 81.

Possession notices (F+)

46.—(1) This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim—

- (a) term 48 (in relation to a breach of contract by a contract-holder);
- (b) term 50 (in relation to estate management grounds);
- (c) term 54 (in relation to a contract-holder's notice);
- (d) term 52 (in relation to serious rent arrears).

(2) The notice must (in addition to specifying the ground on which the claim will be made)—

- (a) state the landlord's intention to make a possession claim,
- (b) give particulars of the ground for seeking possession, and
- (c) state the date after which the landlord is able to make a possession claim.

Terfynu gan y landlord: seiliau ar gyfer gwneud hawliad meddiant

Tor contract (F+)

47.—(1) Os ydych yn cyflawni tor contract, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae adran 209 o'r Ddeddf yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10 i'r Ddeddf).

Cyfyngiadau ar wneud hawliad meddiant mewn perthynas â thor contract (F+)

48.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 47, rhaid i'r landlord roi hysbysiad adennill meddiant i chi sy'n pennu'r sail honno.

(2) Caiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri teler 8 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall) ar neu ar ôl y diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i chi sy'n pennu bod y teler hwnnw wedi ei dorri.

(3) Ni chaiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri unrhyw deler arall yn y contract hwn cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i chi sy'n pennu bod y teler hwnnw wedi ei dorri.

(4) Yn y naill achos a'r llall, ni chaiff y landlord wneud hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi.

Seiliau rheoli ystad (F+)

49.—(1) Caiff y landlord wneud hawliad meddiant ar un neu ragor o'r seiliau rheoli ystad.

(2) Mae'r seiliau rheoli ystad (sydd wedi eu nodi yn Rhan 1 o Atodlen 8 i'r Ddeddf) wedi eu cynnwys yn yr Atodiad i'r contract hwn.

(3) Mae adran 210 o'r Ddeddf yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar sail rheoli ystad oni bai—

- (a) ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10 i'r Ddeddf), a
- (b) ei fod yn fodlon bod llety arall addas (mae'r hyn sy'n addas i'w benderfynu yn unol ag Atodlen 11 i'r Ddeddf) ar gael i chi (neu y bydd ar gael i chi pan fydd y gorchymyn yn cael effaith).

Termination by the landlord: grounds for making a possession claim

Breach of contract (F+)

47.—(1) If you breach this contract, the landlord may on that ground make a possession claim on that ground.

(2) Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

Restrictions on making a possession claim in relation to a breach of contract (F+)

48.—(1) Before making a possession claim on the ground in term 47, the landlord must give you a possession notice specifying that ground.

(2) The landlord may make a possession claim in reliance on a breach of term 8 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

(3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

(4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

Estate management grounds (F+)

49.—(1) The landlord may make a possession claim on one or more of the estate management grounds.

(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.

(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless—

- (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
- (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

(4) Os yw'r llys yn gwneud gorchymyn adennill meddiant ar sail rheoli ystad (ac nid ar unrhyw sail arall), rhaid i'r landlord dalu i chi swm cyfwerth â'r treuliau rhesymol yr ydych yn debygol o fynd iddynt wrth symud o'r annedd.

(5) Nid yw paragraff (4) o'r teler hwn yn gymwys os yw'r llys yn gwneud gorchymyn adennill meddiant ar Sail A neu B (y seiliau ailddatblygu) o'r seiliau rheoli ystad (ac nid ar unrhyw sail arall).

Cyfyngiadau ar wneud hawliad meddiant o dan deler 49 (seiliau rheoli ystad) (F+)

50.—(1) Cyn gwneud hawliad meddiant ar sail rheoli ystad, rhaid i'r landlord roi hysbysiad adennill meddiant i chi sy'n pennu'r sail honno.

(2) Ni chaiff y landlord wneud yr hawliad—

- (a) cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi, na
- (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

(3) Os yw cynllun ailddatblygu yn cael ei gymeradwyo o dan Ran 2 o Atodlen 8 i'r Ddeddf(1) yn ddarostyngedig i amodau, caiff y landlord roi hysbysiad adennill meddiant i chi sy'n pennu Sail B o'r seiliau rheoli ystad cyn bod yr amodau wedi eu bodloni.

(4) Ni chaiff y landlord roi hysbysiad adennill meddiant i chi sy'n pennu Sail G o'r seiliau rheoli ystad (dim angen y llety ar olynnydd)—

- (a) cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod am farwolaeth y deiliad contract blaenorol, neu
- (b) ar ôl diwedd y cyfnod o ddeuddeng mis sy'n dechrau â'r diwrnod hwnnw.

(5) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu Sail H o'r seiliau rheoli ystad (cyd-ddeiliad contract yn gadael) i chi ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth hawliau a rhwymedigaethau cyd-ddeiliad y contract i ben o dan y contract hwn.

(4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.

(5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under term 49 (estate management grounds) (F+)

50.—(1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim—

- (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
- (b) after the end of the period of six months starting with that day.

(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act(1) subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

(4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor)—

- (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
- (b) after the end of the period of twelve months starting with that day.

(5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

(1) Mae Rhan 2 o Atodlen 8 i'r Ddeddf yn darparu y caiff Gweinidogion Cymru gymeradwyo cynlluniau ailddatblygu at ddibenion Sail B o'r seiliau rheoli ystad (a nodir yn yr Atodiad i'r contract hwn).

(1) Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

Ôl-ddyledion rhent difrifol (F+)

51.—(1) Os oes gennych ôl-ddyledion rhent difrifol, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae gennych ôl-ddyledion rhent difrifol—

- (a) pan fo'r cyfnod rhentu yn wythnos, yn bythefnos neu'n bedair wythnos, os oes o leiaf wyth wythnos o rent heb ei dalu;
- (b) pan fo'r cyfnod rhentu yn fis, os oes o leiaf ddau fis o rent heb ei dalu;
- (c) pan fo'r cyfnod rhentu yn chwarter, os oes rhent o leiaf un chwarter dros dri mis yn hwyr;
- (d) pan fo'r cyfnod rhentu yn flwyddyn, os oes o leiaf 25% o'r rhent dros dri mis yn hwyr.

(3) Mae adran 216 o'r Ddeddf yn darparu bod rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail eich hawliau Confensiwn(1)) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod gennych—

- (a) ôl-ddyledion rhent difrifol ar y diwrnod y rhoddodd y landlord yr hysbysiad adennill meddiant i chi, a
- (b) ôl-ddyledion rhent difrifol ar y diwrnod y mae'r llys yn gwrando'r achos ar yr hawliad meddiant.

Cyfyngiadau ar wneud hawliad meddiant o dan deler 51 (ôl-ddyledion rhent difrifol) (F+)

52.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 51, rhaid i'r landlord roi hysbysiad adennill meddiant sy'n pennu'r sail honno i chi.

(2) Ni chaiff y landlord wneud yr hawliad—

- (a) cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi, neu
- (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

Adennill meddiant ar sail hysbysiad a roddir o dan deler 41 (hysbysiad deiliaid contract) (F+)

53.—(1) Os ydych yn methu ag ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad deiliad contract o dan deler 41, caiff y landlord wneud hawliad meddiant ar y sail honno.

Serious rent arrears (F+)

51.—(1) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

(2) You are seriously in arrears with your rent—

- (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- (b) where the rental period is a month, if at least two months' rent is unpaid;
- (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
- (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

(3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights(1)) make an order for possession of the dwelling if it is satisfied that you—

- (a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and
- (b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

Restrictions on making a possession claim under term 51 (serious rent arrears) (F+)

52.—(1) Before making a possession claim on the ground in term 51, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim—

- (a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
- (b) after the end of the period of six months starting with that day.

Recovery of possession on the ground of a notice given under term 41 (contract-holder's notice) (F+)

53.—(1) If you fail to give up possession of the dwelling on the date specified in a contract-holder's notice under term 41, the landlord may on that ground make a possession claim.

(1) Ystyr "hawliau Confensiwn" yw hawliau a ddelir o dan y Confensiwn Ewropeaidd ar Hawliau Dynol, a ymgorfforwyd mewn cyfraith ddomestig gan Ddeddf Hawliau Dynol 1998 (p. 42).

(1) "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998 (c. 42).

(2) Mae adran 215 o'r Ddeddf yn darparu bod rhaid i'r llys, os yw'n fodlon bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail eich hawliau Confensiwn).

Cyfyngiadau ar wneud hawliad meddiant o dan deler 53 (F+)

54.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 53 rhaid i'r landlord roi hysbysiad adennill meddiant sy'n pennu'r sail honno i chi.

(2) Caiff y landlord wneud yr hawliad meddiant ar neu ar ôl y diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi.

(3) Ond ni chaiff y landlord wneud yr hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

(4) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu'r sail yn nheler 53 i chi ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad a bennir yn yr hysbysiad o dan deler 41 fel y dyddiad y byddech yn ildio meddiant o'r annedd.

Terfynu gan y landlord: hysbysiad y landlord

Hysbysiad y landlord (F+)

55. Caiff y landlord derfynu'r contract hwn drwy roi hysbysiad i chi fod rhaid i chi ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad.

Y cyfnod hysbysu byrraf a ganiateir (F+)

56. Ni chaiff y dyddiad a bennir mewn unrhyw hysbysiad a roddir o dan deler 55 fod yn llai na chwe mis ar ôl y diwrnod y rhoddir yr hysbysiad i chi.

Cyfyngiadau ar roi hysbysiadau pellach o dan deler 55 (hysbysiad y landlord) (F+)

57.—(1) Mae paragraffau (2) a (3) yn gymwys—

- (a) pan fo landlord wedi rhoi hysbysiad i chi o dan deler 55 (“yr hysbysiad cyntaf”), a
- (b) pan fo'r landlord wedi tynnu'r hysbysiad yn ôl (gweler teler 60(3)).

(2) Ni chaiff y landlord roi hysbysiad arall o dan deler 55 i chi cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y tynnwyd yr hysbysiad cyntaf yn ôl, oni bai bod hynny yn unol â pharagraff (3) o'r teler hwn.

(3) Caiff y landlord roi un hysbysiad arall o dan deler 55 i chi yn ystod y cyfnod o 28 o ddiwrnodau sy'n dechrau â'r diwrnod y rhoddyd yr hysbysiad cyntaf.

(2) Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights).

Restrictions on making a possession claim under term 53 (F+)

54.—(1) Before making a possession claim on the ground in term 53 the landlord must give you a possession notice specifying that ground.

(2) The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.

(3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.

(4) The landlord may not give you a possession notice specifying the ground in term 53 after the end of the period of two months starting with the date specified in your notice under term 41 as the date on which you would give up possession of the dwelling.

Termination by the landlord: landlord's notice

Landlord's notice (F+)

55. The landlord may end this contract by giving you notice that you must give up possession of the dwelling on a date specified in the notice.

Minimum notice period (F+)

56. The date specified in any notice given under term 55 may not be less than six months after the day on which the notice is given to you.

Restrictions on giving further notices under term 55 (landlord's notice) (F+)

57.—(1) Paragraphs (2) and (3) apply where—

- (a) a landlord has given you a notice under term 55 (“the first notice”), and
- (b) the landlord has subsequently withdrawn the notice (see term 60(3)).

(2) The landlord may not give another notice under term 55 to you before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with paragraph (3) of this term.

(3) The landlord may give one more notice under term 55 to you during the period of 28 days starting with the day on which the first notice was given.

(4) Mae paragraff (5) yn gymwys—

- (a) pan fo landlord wedi rhoi hysbysiad i ddeiliad contract o dan deler 55, a
- (b) pan fo'r cyfnod ar gyfer gwneud hawliad meddiant ar y sail yn nheler 58 wedi dod i ben heb i'r landlord wneud hawliad.

(5) Ni chaiff y landlord roi hysbysiad arall o dan deler 55 i chi cyn diwedd y cyfnod o chwe mis sy'n dechrau â diwrnod olaf y cyfnod y gallai'r landlord fod wedi gwneud yr hawliad cyn ei ddiwedd (gweler teler 59(b)).

Adennill meddiant yn dilyn hysbysiad a roddir o dan deler 55 (F+)

58.—(1) Os yw'r landlord yn rhoi hysbysiad i chi o dan deler 55, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae adran 215 o'r Ddeddf yn darparu bod rhaid i'r llys, os yw'n fodlon bod y sail wedi ei phrofi, wneud gorchymyn adennill meddiant o'r annedd, oni bai bod adran 217 o'r Ddeddf (hawliadau meddiant dialgar er mwyn osgoi rhwymedigaethau i atgyweirio etc.) yn gymwys⁽¹⁾ (ac yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail eich hawliau Confensiwn).

Cyfyngiad ar wneud hawliad meddiant o dan deler 58 (F+)

59. Ni chaiff y landlord wneud hawliad meddiant ar y sail yn nheler 58—

- (a) cyn y dyddiad a bennir yn yr hysbysiad y rhoddodd y landlord i chi o dan deler 55, na
- (b) ar ôl diwedd y cyfnod o ddau fis sy'n dechrau â'r dyddiad hwnnw.

Terfynu contract yn dilyn hysbysiad a roddir o dan deler 55 (F+)

60.—(1) Os ydych yn ildio meddiant o'r annedd ar y dyddiad a bennir mewn hysbysiad o dan deler 55, neu cyn hynny, daw'r contract hwn i ben ar y dyddiad a bennir yn yr hysbysiad.

(2) Os ydych yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond mewn cysylltiad â'r hysbysiad, daw'r contract hwn i ben—

(4) Paragraph (5) applies where—

- (a) a landlord has given a contract-holder a notice under term 55, and
- (b) the period for making a possession claim on the ground in term 58 has ended without the landlord having made a claim.

(5) The landlord may not give another notice under term 55 to you before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see term 59(b)).

Recovery of possession following a notice given under term 55 (F+)

58.—(1) If the landlord gives you a notice under term 55, the landlord may on that ground make a possession claim.

(2) Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies⁽¹⁾ (and subject to any available defence based on your Convention rights).

Restriction on making a possession claim under term 58 (F+)

59. The landlord may not make a possession claim on the ground in term 58—

- (a) before the date specified in the notice given by the landlord to you under term 55, or
- (b) after the end of the period of two months starting with that date.

Termination of contract following a notice given under term 55 (F+)

60.—(1) If you give up possession of the dwelling on or before the date specified in a notice under term 55, this contract ends on the date specified in the notice.

(2) If you give up possession of the dwelling after that date but in connection with the notice, this contract ends—

(1) O dan adran 217 o'r Ddeddf, caiff llys wrthod gwneud gorchymyn adennill meddiant os yw'r llys o'r farn bod yr hawliad yn hawliad dialgar. Mae hawliad yn hawliad dialgar (a) os yw deiliad y contract wedi gorfodi rhwymedigaethau'r landlord o dan adran 91 neu 92 o'r Ddeddf (a nodir yn nhelerau 17 a 18), neu wedi dibynnu arnynt, a (b) os yw'r llys yn fodlon bod y landlord wedi gwneud yr hawliad meddiant er mwyn osgoi cydymffurfio â'r rhwymedigaethau hynny.

(1) Under section 217 of the Act, a court may refuse to make an order for possession if the court considers that the claim is a retaliatory claim. A claim is a retaliatory claim if (a) the contract-holder has enforced or relied on the landlord's obligations under section 91 or 92, of the Act (set out in terms 17 and 18) and (b) the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations.

- (a) ar y diwrnod yr ydych yn ildio meddiant o'r annedd, neu
 - (b) os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol â theler 72.
- (3) Mae'r hysbysiad yn peidio â chael effaith os—
- (a) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i chi, neu
 - (b) cyn i'r contract hwn ddod i ben, ac ar ôl diwedd y cyfnod o 28 o ddiwrnodau sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad—
 - (i) yw'r landlord yn tynnu'r hysbysiad yn ôl drwy roi hysbysiad pellach i chi, a
 - (ii) nad ydych yn gwrthwynebu mewn ysgrifen i'r tynnu'n ôl cyn diwedd cyfnod rhesymol.

- (a) on the day on which you give up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with term 72.
- (3) The notice ceases to have effect if—
- (a) the landlord withdraws the notice by giving you a further notice, or
 - (b) before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given—
 - (i) the landlord withdraws the notice by giving further notice to you, and
 - (ii) you do not object to the withdrawal in writing before the end of a reasonable period.

Terfynu gan y landlord: cyfyngiadau ar roi hysbysiad landlord

Termination by the landlord: restrictions on giving a landlord's notice

Cyfyngiadau ar roi hysbysiad o dan deler 55: ni chaiff hysbysiad ei roi tan ar ôl chwe mis cyntaf meddiannaeth(1) (F+)

Restrictions on giving notice under term 55: notice may not be given until after the first six months of occupation(1) (F+)

61.—(1) Ni chaiff y landlord roi hysbysiad o dan deler 55 cyn diwedd y cyfnod o chwe mis sy'n dechrau â dyddiad meddiannu'r contract hwn.

61.—(1) The landlord may not give notice under term 55 before the end of the period of six months starting with the occupation date of this contract.

(2) Os yw'r contract hwn yn gontract meddiannaeth sy'n cymryd lle contract arall, ni chaiff y landlord roi hysbysiad o dan deler 55 cyn diwedd y cyfnod o chwe mis sy'n dechrau â dyddiad meddiannu'r contract gwreiddiol.

(2) If this contract is a substitute occupation contract, the landlord may not give such notice under term 55 before the end of the period of six months starting with the occupation date of the original contract.

(3) At ddibenion paragraff (2) o'r teler hwn—

(3) For the purposes of paragraph (2) of this term—

- (a) mae contract meddiannaeth yn gontract meddiannaeth sy'n cymryd lle contract arall—
 - (i) os yw dyddiad meddiannu'r contract hwn yn dod yn union ar ôl diwedd contract meddiannaeth blaenorol,
 - (ii) os oedd, yn union cyn dyddiad meddiannu'r contract hwn, ddeiliad contract o dan y contract hwn yn ddeiliad contract o dan y contract blaenorol a landlord o dan y contract hwn yn landlord o dan y contract blaenorol, a
 - (iii) os yw'r contract hwn yn ymwneud â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract blaenorol, a

- (a) an occupation contract is a substitute occupation contract if—
 - (i) the occupation date of this contract falls immediately after the end of a preceding occupation contract,
 - (ii) immediately before the occupation date of this contract a contract-holder under this contract was a contract-holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract, and
 - (iii) this contract relates to the same (or substantially the same) dwelling as the preceding contract, and

(1) Nid yw'r teler hwn yn gymwys os nad yw teler 55 wedi ei ymgorffori neu pan fo'r contract o fewn Atodlen 9 i'r Ddeddf.

(1) This term does not apply if term 55 is not incorporated or where the contract is within Schedule 9 of the Act.

- (b) ystyr “contract gwreiddiol” yw—
- (i) pan fo dyddiad meddiannu'r contract meddiannaeth sy'n cymryd lle contract arall yn dod yn union ar ôl diwedd contract nad yw'n contract meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth sy'n rhagflaenu'r contract meddiannaeth sy'n cymryd lle contract arall;
 - (ii) pan fo cyfres o contractau olynol yn contractau meddiannaeth sy'n cymryd lle contract arall, y contract meddiannaeth a oedd yn rhagflaenu'r cyntaf o'r contractau meddiannaeth sy'n cymryd lle contract arall.

- (b) “original contract” means—
- (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

Cyfyngiad ar roi hysbysiad o dan deler 55 yn dilyn hawliad meddiant dialgar (F+)

62.—(1) Mae paragraff (2) o'r teler hwn yn gymwys pan fo—

- (a) y landlord (ar ôl rhoi hysbysiad i chi o dan deler 55) wedi gwneud hawliad meddiant ar y sail yn nheler 58, a
- (b) y llys wedi gwrthod gwneud gorchymyn adennill meddiant am ei fod o'r farn bod yr hawliad yn hawliad dialgar (gweler adran 217 o'r Ddeddf(1)).

(2) Ni chaiff y landlord roi hysbysiad arall o dan deler 55 i chi cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y gwrthododd y llys wneud gorchymyn adennill meddiant.

Cyfyngiadau pellach ar roi hysbysiad o dan deler 55 – methu â darparu datganiad ysgrifenedig (F)

63. Ni chaiff y landlord roi hysbysiad o dan deler 55 ar adeg—

- (a) pan na roddwyd datganiad ysgrifenedig o'r contract i chi o dan deler 76(1) (gofyniad i ddarparu datganiad ysgrifenedig ar ddechrau contract)(2), neu
- (b) pan fo'r landlord yn gwybod bod deiliad y contract wedi newid, a phan na roddwyd datganiad ysgrifenedig o'r contract i'r deiliad contract newydd o dan deler 76(2).

Restriction on giving notice under term 55 following retaliatory possession claim (F+)

62.—(1) Paragraph (2) of this term applies where—

- (a) the landlord (having given you a notice under term 55) has made a possession claim on the ground in term 58, and
- (b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the Act(1)).

(2) The landlord may not give another notice under term 55 to you before the end of the period of six months starting with the day on which the court refused to make an order for possession.

Further restrictions on giving notice under term 55 - failure to provide written statement (F)

63. The landlord may not give notice under term 55 at a time when—

- (a) you have not been given a written statement of the contract under term 76(1) (requirement to provide written statement at the start of a contract)(2), or
- (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under term 76(2).

(1) Mae adran 217 o'r Ddeddf yn caniatáu i'r llys wrthod gwneud gorchymyn adennill meddiant os yw o'r farn bod yr hawliad yn hawliad dialgar er mwyn osgoi rhwymedigaethau mewn perthynas â ffitrwydd annedd i bobl fyw ynddi a chadw'r annedd mewn cyflwr da o dan delerau 17 a 18.

(2) Gall cyfyngiadau ar roi hysbysiad o dan deler 55 hefyd fod yn gymwys o dan adrannau 75 a 98 o Ddeddf Tai 2004 (mewn perthynas â thai amlfeddiannaeth) neu adran 44 o Ddeddf Tai (Cymru) 2014 (mewn perthynas â landlordiaid anghofrestredig neu ddirwydded).

(1) Section 217 of the Act permits the court to refuse to make an order for possession if it considers that the possession claim is a retaliatory claim to avoid obligations in relation to fitness for habitation and keeping the dwelling in repair under terms 17 and 18.

(2) Restrictions on giving notice under term 55 may also apply under sections 75 and 98 of the Housing Act 2004 (in relation to houses of multiple occupation) or section 44 of the Housing (Wales) Act 2014 (in relation to unregistered or unlicensed landlords).

Cyfyngiad ar roi hysbysiad o dan deler 55 – darparu datganiad ysgrifenedig yn hwyr (F)

64. Os yw'r landlord wedi methu â chydymffurfio â theler 76(1) a (2) (y ddyletswydd i ddarparu datganiad ysgrifenedig o'r contract), ni chaiff y landlord roi hysbysiad o dan deler 55 yn ystod y cyfnod o chwe mis sy'n dechrau â'r diwrnod y rhoddodd y landlord ddatganiad ysgrifenedig o'r contract hwn i chi.

Cyfyngiad ar roi hysbysiad o dan deler 55 – methu â darparu gwybodaeth am landlord (F)

65. Ni chaiff y landlord roi hysbysiad o dan deler 55 ar adeg pan nad yw'r landlord wedi darparu hysbysiad yn unol â dyletswydd y landlord i ddarparu gwybodaeth o dan deler 78 (dyletswydd i ddarparu gwybodaeth am landlord).

Cyfyngiad ar roi hysbysiad o dan deler 55 – methu â darparu tystysgrif perfformiad ynni ddilys (F)

66.—(1) Ni chaiff y landlord roi hysbysiad o dan deler 55 ar adeg pan nad yw'r landlord wedi cydymffurfio â rheoliad 6(5) o'r Rheoliadau PYA.

(2) At ddibenion y teler hwn, nid oes gwahaniaeth pryd y rhoddwyd y dystysgrif perfformiad ynni ddilys (ac nid oes dim yn y paragraff hwn yn ei gwneud yn ofynnol i'r dystysgrif perfformiad ynni newydd gael ei rhoi i chi pan fo tystysgrif a roddwyd i chi er mwyn cydymffurfio â'r rheoliad hwnnw yn peidio â bod yn ddilys o dan y Rheoliadau PYA).

(3) Yn y teler hwn—

ystyr “y Rheoliadau PYA” (“*the EPB Regulations*”) yw Rheoliadau Perfformiad Ynni Adeiladau (Cymru a Lloegr) 2012(1);

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

Cyfyngiad ar roi hysbysiad o dan deler 55 – torri gofynion o ran sicrwydd a blaendal (F)

67.—(1) Ni chaiff y landlord roi hysbysiad o dan deler 55 ar adeg pan na fo sicrwydd y gofynnodd y landlord amdano mewn cysylltiad â'r contract ar ffurf nad yw teler 6 yn ei chaniatáu wedi ei ddychwelyd i'r person a'i rhoddodd.

Restriction on giving notice under term 55 – late provision of written statement (F)

64. If the landlord has failed to comply with term 76(1) and (2) (the duty to provide written statement of contract), the landlord may not give notice under term 55 during the period of six months starting with the day on which the landlord gave a written statement of this contract to you.

Restriction on giving notice under term 55 – failure to provide information about landlord (F)

65. The landlord may not give notice under term 55 at a time when the landlord has not provided a notice in accordance with the landlord's duty to provide information under term 78 (duty to provide information about landlord).

Restriction on giving notice under term 55 – failure to provide a valid energy performance certificate (F)

66.—(1) The landlord may not give notice under term 55 at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.

(2) For the purposes of this term, 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 you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations).

(3) In this term—

“the EPB Regulations” (“*y Rheoliadau PYA*”) means the Energy Performance of Buildings (England and Wales) Regulations 2012(1);

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

Restriction on giving notice under term 55 – breach of security and deposit requirements (F)

67.—(1) The landlord may not give notice under term 55 at a time when security required by the landlord in connection with the contract in a form not permitted by term 6 has not been returned to the person by whom it was given.

(1) O.S. 2012/3118.

(1) S.I. 2012/3118.

(2) Ni chaiff y landlord roi hysbysiad o dan deler 55 ar adeg pan fo unrhyw un neu ragor o baragraffau (3) i (5) o'r teler hwn yn gymwys oni bai—

- (a) bod blaendal a dalwyd mewn cysylltiad â'r contract hwn wedi ei ddychwelyd i chi (neu i unrhyw berson a dalodd y blaendal ar eich rhan) naill ai'n llawn neu ar ôl tynnu unrhyw symiau a gytunwyd, neu
- (b) bod cais i'r llys sirol wedi ei wneud o dan baragraff 2 o Atodlen 5 i'r Ddeddf(1) a bod y llys sirol wedi dyfarnu arno, ei fod wedi ei dynnu'n ôl, neu ei fod wedi ei setlo drwy gytundeb rhwng y partion.

(3) Mae'r paragraff hwn yn gymwys os yw blaendal wedi ei dalu mewn cysylltiad â'r contract hwn ond na chydymffurfiwyd â gofynion cychwynnol cynllun blaendal awdurdodedig.

(4) Mae'r paragraff hwn yn gymwys os yw blaendal wedi ei dalu mewn cysylltiad â'r contract hwn ond nad yw'r landlord wedi darparu'r wybodaeth sy'n ofynnol gan deler 7(2)(b).

(5) Mae'r paragraff hwn yn gymwys os nad yw blaendal a dalwyd mewn cysylltiad â'r contract hwn yn cael ei ddal yn unol â chynllun blaendal awdurdodedig.

Cyfyngiad ar roi hysbysiad o dan deler 55 – taliadau gwaharddedig a blaendaliadau cadw o dan Ddeddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 (dccc 2) (F)

68.—(1) Ni chaiff y landlord roi hysbysiad o dan deler 55 ar adeg—

- (a) pan fo taliad gwaharddedig (o fewn ystyr Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) wedi ei wneud mewn perthynas â'r contract hwn fel y disgrifir yn adran 2 neu 3 o'r Ddeddf honno, a
- (b) pan nad yw'r taliad gwaharddedig hwnnw wedi ei ad-dalu.

(2) Ni chaiff y landlord roi hysbysiad ar adeg—

- (a) pan nad yw blaendal cadw (o fewn ystyr Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) a dalwyd mewn perthynas â'r contract hwn wedi ei ad-dalu, a
- (b) pan fydd yr amgylchiadau'n golygu bod y methiant i ad-dalu'r blaendal yn gyfystyr â thorri gofynion Atodlen 2 i'r Ddeddf honno.

(1) Mae paragraff 2 o Atodlen 5 i'r Ddeddf yn caniatáu i geisiadau i'r llys gael eu gwneud ar seiliau penodol mewn perthynas ag ad-dalu blaendal.

(2) The landlord may not give a notice under term 55 at a time when any of paragraphs (3) to (5) of this term apply unless—

- (a) a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or
- (b) an application to the county court has been made under paragraph 2 of Schedule 5 to the Act(1) and has been determined by the county court, withdrawn, or settled by agreement between the parties.

(3) This paragraph applies if a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.

(4) This paragraph applies if a deposit has been paid in connection with this contract but the landlord has not provided the information required by term 7(2)(b).

(5) This paragraph applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.

Restriction on giving notice under term 55 – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F)

68.—(1) The landlord may not give a notice under term 55 at a time when—

- (a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and
- (b) that prohibited payment has not been repaid.

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

- (a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and
- (b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

(1) Paragraph 2 of Schedule 5 to the Act allows applications to the court to be made on certain grounds in relation to the repayment of a deposit.

(3) Wrth benderfynu at ddibenion y telor hwn a yw taliad gwaharddedig neu flaendal cadw wedi ei ad-dalu, mae'r taliad neu'r blaendal i'w drin fel pe bai wedi ei ad-dalu i'r graddau (os o gwbl) y mae wedi cael ei gymhwyso tuag at y naill neu'r llall neu bob un o'r canlynol—

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

Cyfyngiad ar roi hysbysiad o dan deler 55 – methu â sicrhau bod larymau mwg a charbon monocsid sy'n gweithio wedi eu gosod (F)

69. Ni chaiff y landlord roi hysbysiad o dan deler 55 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 Reoliadau Rhentu Cartrefi (Ffitrwydd Annedd i Bobl Fyw Ynddi) (Cymru) 2022(1) (methu â sicrhau bod larymau mwg sy'n gweithio ac, o dan amgylchiadau penodol, 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 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.

Cyfyngiad ar roi hysbysiad o dan deler 55 – methu â chyflenwi adroddiad ar gyflwr trydanol etc. (F)

70. Ni chaiff y landlord roi hysbysiad o dan deler 55 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 Reoliadau Rhentu Cartrefi (Ffitrwydd Annedd i Bobl Fyw Ynddi) (Cymru) 2022 (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
- (b) pan fo, o ganlyniad, yn 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.

(3) In determining for the purposes of this term whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—

- (a) a payment of rent under this contract;
- (b) a payment required as security in respect of this contract.

Restriction on giving notice under term 55 – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)

69. The landlord may not give notice under term 55 at a time when—

- (a) the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022(1) (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 the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Restriction on giving notice under term 55 – failure to supply electrical condition report etc. (F)

70. The landlord may not give notice under term 55 at a time when—

- (a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (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) as a result, 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.

(1) O.S. 2022/6 (Cy. 4).

(1) S.I. 2022/6 (W. 4).

Cyfyngiad ar roi hysbysiad o dan deler 55 – methu â darparu adroddiad ar ddiogelwch nwy i ddeiliad y contract (F)

71.—(1) Ni chaiff y landlord roi hysbysiad o dan deler 55 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).

(2) At ddibenion paragraff (1) o'r teler hwn, 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'r cofnod diogelwch nwy cymwys i chi, neu (yn ôl y digwydd) bod copi ohono wedi ei arddangos mewn lle amlwg yn yr annedd, a

(b) y cofnod hwnnw'n ddilys.

(3) At ddibenion paragraff (2) o'r teler hwn, mae cofnod diogelwch nwy yn ddilys hyd ddiwedd y cyfnod y mae'n ofynnol unwaith eto i'r cyfarpar neu'r fflw y mae'r cofnod yn ymwneud ag ef fod yn ddarostyngedig i wiriad diogelwch o dan y Rheoliadau Diogelwch Nwy.

(4) Yn y teler 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 “y Rheoliadau Diogelwch Nwy” (“*Gas Safety Regulations*”) yw Rheoliadau Diogelwch Nwy (Gosod a Defnyddio) 1998(1).

Gorchymyn adennill meddiant gan y llys

Effaith gorchymyn adennill meddiant (F+)

72.—(1) Os yw'r llys yn gwneud gorchymyn sy'n ei gwneud yn ofynnol i chi ildio meddiant o'r annedd ar ddyddiad a bennir yn y gorchymyn, daw'r contract hwn i ben—

(a) os ydych yn ildio meddiant o'r annedd ar y dyddiad hwnnw neu cyn hynny, ar y dyddiad hwnnw,

Restriction on giving notice under term 55 – failure to provide gas safety report to contract-holder (F)

71.—(1) The landlord may not give notice under term 55 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).

(2) For the purposes of paragraph (1) of this term, 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 you have been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record, and

(b) that record is valid.

(3) For the purposes of paragraph (2) of this term, 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.

(4) In this term—

“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” (“*y Rheoliadau Diogelwch Nwy*”) means the Gas Safety (Installation and Use) Regulations 1998(1).

Court's Order for possession

Effect of order for possession (F+)

72.—(1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends—

(a) if you give up possession of the dwelling on or before that date, on that date,

(1) O.S. 1998/2451.

(1) S.I. 1998/2451.

- (b) os ydych yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond cyn gweithredu'r gorchymyn adennill meddiant, ar y diwrnod yr ydych yn ildio meddiant o'r annedd, neu
- (c) os nad ydych yn ildio meddiant o'r annedd cyn gweithredu'r gorchymyn adennill meddiant, pan weithredir y gorchymyn adennill meddiant.

(2) Mae paragraff (3) o'r telor hwn yn gymwys—

- (a) os yw'n amod o'r gorchymyn fod rhaid i'r landlord gynnig contract newydd mewn cysylltiad â'r un annedd i un neu ragor o'r cyd-ddeiliaid contract (ond nid pob un ohonynt), a
- (b) os yw'r cyd-ddeiliad contract hwnnw (neu'r cyd-ddeiliaid contract hynny) yn parhau i feddiannu'r annedd ar ddyddiad meddiannu'r contract newydd ac ar ôl hynny.

(3) Daw'r contract hwn i ben yn union cyn dyddiad meddiannu'r contract newydd.

Amrywio

Amrywio (F – ac eithrio 73(1)(a) sy'n F+)

73.—(1) Ni chaniateir amrywio'r contract hwn ac eithrio—

- (a) yn unol â thelerau 4 (amrywio rhent), 5 (amrywio cydnabyddiaeth arall) a 74 (amrywio telerau heblaw rhent), neu
- (b) drwy neu o ganlyniad i ddeddfiad, megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru.

(2) Rhaid i unrhyw amrywiad a wneir i'r contract hwn (ac eithrio drwy neu o ganlyniad i ddeddfiad) fod yn unol â theler 75.

Amrywio telerau heblaw rhent (F+)

74. Caniateir amrywio telerau sylfaenol, telerau atodol a thelerau ychwanegol y contract hwn (yn ddarostyngedig i deler 75) drwy gytundeb rhyngoch chi a'r landlord.

Cyfyngiad ar amrywio (F)

75.—(1) Ni chaniateir amrywio telerau sylfaenol y contract hwn a nodir ym mharagraff (2) o'r telor hwn (ac eithrio drwy neu o ganlyniad i ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reolau a wneir gan Weinidogion Cymru).

(b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or

(c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

(2) Paragraph (3) of this term applies if—

(a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and

(b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

(3) This contract ends immediately before the occupation date of the new contract.

Variation

Variation (F – except 73(1)(a) which is F+)

73.—(1) This contract may not be varied except—

- (a) in accordance with terms 4 (variation of rent), 5 (variation of other consideration) and 74 (variation of terms other than rent), or
- (b) by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 75.

Variation of terms other than rent (F+)

74. The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to term 75) by agreement between the landlord and you.

Limitation on variation (F)

75.—(1) The fundamental terms of this contract set out in paragraph (2) of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(2) Mae paragraff (1) o'r telor hwn yn gymwys i'r telerau sylfaenol a ganlyn—

- (a) telor 7 (gofyniad i ddefnyddio cynllun blaendal),
- (b) telor 8 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
- (c) telor 33 (cyd-ddeiliaid contract yn peidio â bod yn barti i'r contract meddiannaeth),
- (d) telor 34 (terfynu a ganiateir),
- (e) telor 37 (marwolaeth unig ddeiliad contract),
- (f) telor 45 (hawliadau meddiant),
- (g) telerau 63 i 71 (cyfyngiadau pellach ar roi hysbysiad y landlord o dan deler 55),
- (h) telor 73(1)(b) a (2) (amrywio),
- (i) y telor hwn, a
- (j) telor 81 (datganiad ffug - darbwyllo'r landlord i wneud contract i'w drin fel tor contract).

(3) Nid yw amrywiad i unrhyw deler sylfaenol arall (ac eithrio drwy neu o ganlyniad i ddeddfiad, megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru) yn cael unrhyw effaith—

- (a) oni bai, o ganlyniad i'r amrywiad—
 - (i) bod y ddarpariaeth sylfaenol(1) y mae'r telor yn ei hymgorffori wedi ei hymgorffori heb ei haddasu, neu
 - (ii) nad yw'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori neu ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi, ond effaith hyn yw bod eich sefyllfa yn gwella;
- (b) pe byddai'r amrywiad (boed o fewn paragraff (3)(a) o'r telor hwn ai peidio) yn golygu bod y telor sylfaenol yn anghydnaws â thelor sylfaenol a nodir ym mharagraff (2) o'r telor hwn.

(4) Nid yw amrywiad i un o delerau'r contract hwn yn cael unrhyw effaith pe byddai'n golygu bod un neu ragor o delerau'r contract yn anghydnaws â thelor sylfaenol (oni bai yr amrywir y telor sylfaenol hwnnw hefyd yn unol â'r telor hwn mewn ffordd a fyddai'n osgoi'r anghydnawsedd).

(5) Nid yw paragraff (4) o'r telor hwn yn gymwys i amrywiad a wneir drwy neu o ganlyniad i ddeddfiad.

(2) The fundamental terms to which paragraph (1) of this term applies are—

- (a) term 7 (requirement to use deposit scheme),
- (b) term 8 (anti-social behaviour and other prohibited conduct),
- (c) term 33 (joint contract-holder ceasing to be a party to the occupation contract),
- (d) term 34 (permissible termination),
- (e) term 37 (death of sole contract-holder),
- (f) term 45 (possession claims),
- (g) terms 63 to 71 (further restrictions on giving landlord's notice under term 55),
- (h) term 73(1)(b) and (2) (variation),
- (i) this term, and
- (j) term 81 (false statement - inducing landlord to make contract to be treated as breach of conduct).

(3) A variation of any other fundamental term (other than by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect—

- (a) unless as a result of the variation—
 - (i) the fundamental provision(1) which the term incorporates is incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved;
- (b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term.

(4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

(1) Mae adrannau 18 a 19 o'r Ddeddf yn egluro bod "darpariaethau sylfaenol" yn ddarpariaethau o'r Ddeddf sydd, pan ymgorfforir hwy mewn contract meddiannaeth (gydag addasiadau neu hebddynt) yn cael eu galw'n "telerau sylfaenol".

(1) Sections 18 and 19 of the Act explain that "fundamental provisions" are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as "fundamental terms".

Datganiadau ysgrifenedig a darparu gwybodaeth

Datganiadau ysgrifenedig (F+)

76.—(1) Rhaid i'r landlord roi datganiad ysgrifenedig o'r contract hwn i chi cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad meddiannu.

(2) Os yw deiliad y contract o dan y contract hwn yn newid, rhaid i'r landlord roi datganiad ysgrifenedig o'r contract hwn i ddeiliad newydd y contract cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau—

- (a) â'r diwrnod y mae deiliad y contract yn newid, neu
- (b) os yw'n hwyrach, â'r diwrnod y daw'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod bod deiliad y contract wedi newid.

(3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan baragraff (1) neu (2) o'r telor hwn.

(4) Cewch ofyn am ddatganiad ysgrifenedig pellach o'r contract hwn unrhyw bryd.

(5) Caiff y landlord godi ffi resymol am ddarparu datganiad ysgrifenedig pellach.

(6) Rhaid i'r landlord roi'r datganiad ysgrifenedig pellach i chi cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau—

- (a) â'r diwrnod y gwneir y cais, neu
- (b) os yw'r landlord yn codi ffi, â'r diwrnod rydych yn talu'r ffi.

Datganiad ysgrifenedig yn cofnodi amrywiad (F+)

77.—(1) Os yw'r contract hwn yn cael ei amrywio rhaid i'r landlord, cyn diwedd y cyfnod perthnasol, roi i chi—

- (a) datganiad ysgrifenedig o'r telor neu'r telerau sy'n cael ei amrywio neu eu hamrywio, neu
- (b) datganiad ysgrifenedig o'r contract hwn fel y'i hamrywiwyd,

oni bai bod y landlord wedi rhoi hysbysiad o'r amrywiad yn unol â thelor 4 (amrywio rhent) neu deler 5(2) i (4) (amrywio cydnabyddiaeth arall).

(2) Y cyfnod perthnasol yw'r cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod yr amrywir y contract hwn.

(3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan baragraff (1) o'r telor hwn.

Written statements and the provision of information

Written statements (F+)

76.—(1) The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with—

- (a) the day on which the identity of the contract-holder changes, or
- (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

(4) You may request a further written statement of this contract at any time.

(5) The landlord may charge a reasonable fee for providing a further written statement.

(6) The landlord must give you the further written statement before the end of the period of 14 days starting with—

- (a) the day of the request, or
- (b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)

77.—(1) If this contract is varied the landlord must, before the end of the relevant period, give you—

- (a) a written statement of the term or terms varied, or
- (b) a written statement of this contract as varied,

unless the landlord has given notice of the variation in accordance with term 4 (variation of rent) or term 5(2) to (4) (variation of other consideration).

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

Y landlord yn darparu gwybodaeth am y landlord (F+)

78.—(1) Rhaid i'r landlord eich hysbysu am gyfeiriad y cewch anfon dogfennau a fwriedir ar gyfer y landlord iddo, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad meddiannu.

(2) Os yw'r landlord yn newid, rhaid i'r landlord newydd roi hysbysiad i chi bod y landlord wedi newid a'ch hysbysu am gyfeiriad y gallwch anfon dogfennau a fwriedir ar gyfer y landlord newydd iddo, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r landlord yn newid.

(3) Os yw'r cyfeiriad y cewch anfon dogfennau a fwriedir ar gyfer y landlord iddo yn newid, rhaid i'r landlord eich hysbysu am y cyfeiriad newydd, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r cyfeiriad yn newid.

Digolledu am dorri teler 78 (F+)

79.—(1) Os yw'r landlord wedi methu â chydymffurfio â rhwymedigaeth o dan deler 78, mae'r landlord yn atebol i dalu tâl digolledu i chi o dan adran 87 o'r Ddeddf.

(2) Mae'r tâl digolledu yn daladwy mewn cysylltiad â'r dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol—

- (a) hyd y diwrnod y mae'r landlord yn rhoi'r hysbysiad o dan sylw, neu
- (b) os yw'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.

(3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi'r hysbysiad i chi ar y diwrnod y cyfeirir ato ym mharagraff (2)(b) o'r teler hwn neu cyn hynny.

(4) Mae'r llog yn dechrau cronni ar y diwrnod y cyfeirir ato ym mharagraff (2)(b) o'r teler hwn, ar y raddfa sy'n bodoli o dan adran 6 o Ddeddf Talu Dyledion Masnachol yn Hwyr (Llog) 1998(1) ar ddiwedd y diwrnod hwnnw.

(5) Y dyddiad perthnasol yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r hysbysiad cyn iddo ddod i ben.

Rhestr eiddo (S)

80.—(1) Rhaid i'r landlord ddarparu rhestr eiddo mewn perthynas â'r annedd i chi yn ddim hwyrach na'r dyddiad erbyn pryd y mae rhaid i'r landlord ddarparu'r datganiad ysgrifenedig o'r contract hwn i chi yn unol â theler 76.

(1) 1998 p. 20.

Provision of information by landlord about the landlord (F+)

78.—(1) The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.

(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 78 (F+)

79.—(1) If the landlord fails to comply with an obligation under term 78, the landlord is liable to pay you compensation under section 87 of the Act.

(2) The compensation is payable in respect of the relevant date and every day after the relevant date until—

- (a) the day on which the landlord gives the notice in question, or
- (b) if earlier, the last day of the period of two months starting with the relevant date.

(3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998(1) at the end of that day.

(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

Inventory (S)

80.—(1) The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 76.

(1) 1998 c. 20.

(2) Rhaid i'r rhestr eiddo nodi cynnwys yr annedd, gan gynnwys yr holl osodiadau a ffitiadau, a rhaid iddi ddisgrifio eu cyflwr fel yr oedd ar y dyddiad meddiannu.

(3) Os byddwch yn anghytuno â'r wybodaeth yn y rhestr eiddo, cewch ddarparu sylwadau i'r landlord.

(4) Pan na fo'r landlord yn cael sylwadau o fewn 14 o ddiwrnodau, bernir bod y rhestr eiddo yn gywir.

(5) Pan fo'r landlord yn cael sylwadau o fewn 14 o ddiwrnodau, rhaid i'r landlord naill ai—

- (a) diwygio'r rhestr eiddo yn unol â'r sylwadau hynny ac anfon y rhestr eiddo ddiwygiedig atoch, neu
- (b) eich hysbysu na chytunir â'r sylwadau, ac ailanfon y rhestr eiddo wreiddiol atoch, gyda'r sylwadau wedi eu hatodi i gopi o'r rhestr eiddo, neu
- (c) diwygio'r rhestr eiddo yn unol â rhai o'r sylwadau hynny ac anfon y rhestr eiddo ddiwygiedig atoch, ynghyd â chofnod o'r sylwadau nas cytunwyd.

Materion eraill

Datganiad ffug sy'n darbwyllo'r landlord i wneud contract i'w drin fel tor contract (F)

81.—(1) Os yw'r landlord yn cael ei ddarbwylllo i wneud y contract hwn drwy ddatganiad ffug perthnasol—

- (a) rydych i'ch trin fel pe baech wedi torri'r contract hwn, a
- (b) caiff y landlord, felly, wneud hawliad meddiant ar y sail yn nheler 47 (tor contract).

(2) Datganiad ffug perthnasol yw datganiad ffug sy'n cael ei wneud yn fwriadol neu'n fyrbwyll—

- (a) gennyh chi, neu
- (b) gan berson arall sy'n gweithredu ar eich symbyliad.

Ffurf hysbysiadau etc. (F+)

82.—(1) Rhaid i unrhyw hysbysiad, datganiad neu ddogfen arall y mae'n ofynnol neu yr awdurdodir ei roi neu ei wneud, neu ei rhoi neu ei gwneud, gan y contract hwn fod mewn ysgrifen.

(2) The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

(3) If you disagree with the information within the inventory, you may provide comments to the landlord.

(4) Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.

(5) Where comments are received by the landlord within 14 days, the landlord must either—

- (a) amend the inventory in accordance with those comments and send the amended inventory to you, or
- (b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or
- (c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

Other matters

False statement inducing landlord to make contract to be treated as breach of contract (F)

81.—(1) If the landlord is induced to make this contract by means of a relevant false statement—

- (a) you are to be treated as being in breach of this contract, and
- (b) the landlord may accordingly make a possession claim on the ground in term 47 (breach of contract).

(2) A relevant false statement is one which is made knowingly or recklessly by—

- (a) you, or
- (b) another person acting at your instigation.

Forms of notices etc. (F+)

82.—(1) Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.

(2) Mae adrannau 236(1) a 237 o'r Ddeddf yn gwneud darpariaeth bellach ynghylch ffurf hysbysiadau a dogfennau eraill, ac ynghylch sut i ddanfôn neu roi fel arall ddogfen y mae'n ofynnol neu yr awdurdodir ei rhoi i berson gan y Ddeddf honno neu o'i herwydd.

Rhoi hysbysiadau etc. i'r landlord (S)

83. Rhaid i chi—

- (a) cadw'n ddiogel unrhyw hysbysiadau, gorchmynion neu ddogfennau eraill sy'n cael eu danfon i'r annedd wedi eu cyfeirio at y landlord yn benodol neu'r perchennog yn gyffredinol, a
- (b) cyn gynted ag y bo'n rhesymol ymarferol, roi'r copiâu gwreiddiol o unrhyw hysbysiadau, gorchmynion neu ddogfennau eraill o'r fath i'r landlord.

(2) Sections 236(1) and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

Passing notices etc. to the landlord (S)

83. You must—

- (a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
- (b) as soon as is reasonably practicable, give the original copies of any such notices, orders or other documents to the landlord.

(1) Mae adran 236 o'r Ddeddf yn darparu y caiff Gweinidogion Cymru ragnodi ffurf yr hysbysiad neu ddogfen arall. Pan fo ffurf hysbysiad neu ddogfen wedi ei rhagnodi bydd y rhain ar gael ar wefan Llywodraeth Cymru.

(1) Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed these will be available on the Welsh Government's website.

SEILIAU RHEOLI YSTAD(1)

ESTATE MANAGEMENT GROUNDS(1)

SEILIAU AILDDATBLYGU

REDEVELOPMENT GROUNDS

Sail A (gwaith adeiladu)

Ground A (building works)

1. Mae'r landlord yn bwriadu, o fewn cyfnod rhesymol o adennill meddiant o'r annedd—

1. The landlord intends, within a reasonable time of obtaining possession of the dwelling—

- (a) dymchwel neu ailadeiladu'r adeilad neu ran o'r adeilad sy'n cynnwys yr annedd, neu
- (b) gwneud gwaith ar yr adeilad hwnnw neu ar dir sy'n cael ei drin fel rhan o'r annedd,

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out work on that building or on land treated as part of the dwelling,

ac ni all wneud hynny'n rhesymol heb adennill meddiant o'r annedd.

and cannot reasonably do so without obtaining possession of the dwelling.

Sail B (cynlluniau ailddatblygu)

Ground B (redevelopment schemes)

2.—(1) Mae'r sail hon yn codi os yw'r annedd yn bodloni'r amod cyntaf neu'r ail amod.

2.—(1) This ground arises if the dwelling satisfies the first condition or the second condition.

(2) Yr amod cyntaf yw bod yr annedd mewn ardal sy'n ddarostyngedig i gynllun ailddatblygu a gymeradwywyd yn unol â Rhan 2 o Atodlen 8 i'r Ddeddf, a bod y landlord yn bwriadu gwaredu'r annedd yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant.

(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

(3) Yr ail amod yw bod rhan o'r annedd mewn ardal o'r fath a bod y landlord yn bwriadu gwaredu'r rhan honno yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant, a'i bod yn rhesymol i feddiant o'r annedd fod yn ofynnol ganddo at y diben hwnnw.

(3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SEILIAU LLETY ARBENNIG

SPECIAL ACCOMMODATION GROUNDS

Sail C (elusennau)

Ground C (charities)

3.—(1) Mae'r landlord yn elusen a byddai'r ffaith bod deiliad y contract yn parhau i feddiannu'r annedd yn gwrthdaro ag amcanion yr elusen.

3.—(1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

(2) Ond nid yw'r sail hon ar gael i'r landlord ("L") oni bai, ar yr adeg y gwnaed y contract ac ar bob adeg wedi hynny, bod y person yn safle'r landlord (boed L neu berson arall) yn elusen.

(2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

(1) Mae'r Atodiad hwn yn atgynhyrchu'r darpariaethau yn Rhan 1 o Atodlen 8 i'r Ddeddf gydag unrhyw ddiwygiadau sy'n briodol mewn perthynas â chontract meddiannaeth safonol cyfnodol.

(1) This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

(3) Yn y paragraff hwn, mae i “elusen” yr un ystyr â “charity” yn Neddf Elusennau 2011(1) (gweler adran 1 o’r Ddeddf honno).

(3) In this paragraph, “charity” has the same meaning as in the Charities Act 2011(1) (see section 1 of that Act).

Sail D (annedd sy’n addas i bobl anabl)

4. Mae’r annedd yn cynnwys nodweddion sy’n sylweddol wahanol i’r rheini a geir mewn anheddau cyffredin ac sydd wedi eu cynllunio i’w gwneud yn addas i’w meddiannu gan berson sydd ag anabledau corfforol ac sydd angen llety o fath a ddarperir gan yr annedd ac—

- (a) nid oes mwyach berson o’r fath yn byw yn yr annedd, a
- (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o’r fath (boed ar ei ben ei hun neu gydag aelodau o deulu’r person hwnnw).

Sail E (cymdeithasau tai ac ymddiriedolaethau tai: pobl y mae’n anodd eu cartrefu)

5.—(1) Mae’r landlord yn gymdeithas dai neu’n ymddiriedolaeth dai sy’n darparu anheddau sydd ond ar gyfer eu meddiannu (boed ar eu pen eu hunain neu gydag eraill) gan bobl y mae’n anodd eu cartrefu, ac—

- (a) naill ai nid oes person o’r fath yn byw yn yr annedd mwyach neu mae awdurdod tai lleol wedi cynnig yr hawl i ddeiliad y contract feddiannu annedd arall o dan gontract diogel, a
- (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o’r fath (boed ar ei ben ei hun neu gydag aelodau o deulu’r person hwnnw).

(2) Mae person yn anodd ei gartrefu os yw amgylchiadau’r person hwnnw (ac eithrio ei amgylchiadau ariannol) yn ei gwneud yn arbennig o anodd iddo fodloni ei angen am gartref.

Sail F (grwpiau o anheddau ar gyfer pobl sydd ag anghenion arbennig)

6. Mae’r annedd yn ffurfio rhan o grŵp o anheddau y mae’n arfer gan y landlord eu cynnig i’w meddiannu gan bersonau sydd ag anghenion arbennig ac—

- (a) mae gwasanaeth cymdeithasol neu gyfleuster arbennig yn cael ei ddarparu yn agos at y grŵp o anheddau er mwyn cynorthwyo personau sydd â’r anghenion arbennig hynny,
- (b) nid oes person sydd â’r anghenion arbennig hynny yn byw yn yr annedd mwyach, ac

Ground D (dwelling suitable for disabled people)

4. The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—

- (a) there is no longer such a person living in the dwelling, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person’s family).

Ground E (housing associations and housing trusts: people difficult to house)

5.—(1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—

- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person’s family).

(2) A person is difficult to house if that person’s circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

6. The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—

- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
- (b) there is no longer a person with those special needs living in the dwelling, and

(1) 2011 p. 25.

(1) 2011 c. 25.

- (c) mae angen yr annedd ar y landlord ar gyfer ei meddiannu gan berson sydd â'r anghenion arbennig hynny (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

- (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

SEILIAU TANFEDDIANNAETH

Sail G (olynwyr wrth gefn)

7. Mae deiliad y contract wedi olynu i'r contract meddiannaeth o dan adran 73 o'r Ddeddf fel olynedd wrth gefn (gweler adrannau 76 a 77 o'r Ddeddf), ac mae'r llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad y contract.

Sail H (cyd-ddeiliaid contract)

8.—(1) Mae'r sail hon yn codi os bodlonir yr amod cyntaf a'r ail amod.

(2) Yr amod cyntaf yw bod hawliau a rhwymedigaethau cyd-ddeiliad contract o dan y contract wedi eu terfynu yn unol ag—

- (a) teler 31 (tynnu'n ôl), neu
 - (b) adran 225, 227 neu 230 (gwahardd) o'r Ddeddf.
- (3) Yr ail amod yw—
- (a) bod y llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad (neu ddeiliaid) y contract sy'n weddill, neu
 - (b) pan fo'r landlord yn landlord cymunedol, nad yw deiliad (neu ddeiliaid) y contract sy'n weddill yn bodloni meini prawf y landlord ar gyfer dyrannu llety tai.

RHESYMAU RHEOLI YSTAD ERAILL

Sail I (rhesymau rheoli ystad eraill)

9.—(1) Mae'r sail hon yn codi pan fo'n ddymunol i'r landlord adennill meddiant o'r annedd am ryw reswm rheoli ystad sylweddol arall.

(2) Caiff rheswm rheoli ystad, yn benodol, ymwneud ag—

- (a) yr annedd i gyd neu ran ohoni, neu
- (b) unrhyw fangre arall sydd gan y landlord y mae'r annedd yn gysylltiedig â hi, boed oherwydd agosrwydd neu oherwydd y dibenion y'i defnyddir ar eu cyfer, neu mewn unrhyw ffordd arall.

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

7. The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

8.—(1) This ground arises if the first condition and the second condition are met.

(2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

- (a) term 31 (withdrawal), or
- (b) section 225, 227 or 230 (exclusion) of the Act.

(3) The second condition is that—

- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

9.—(1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

(2) An estate management reason may, in particular, relate to—

- (a) all or part of the dwelling, or
- (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

DATGANIAD YSGRIFENEDIG
ENGHREIFFTIOL O GONTRACT
MEDDIANNAETH SAFONOL
CYFNOD PENODOL AR GYFER
CYFNOD O LAI NA SAITH
MLYNEDD

MODEL WRITTEN STATEMENT OF
A FIXED TERM STANDARD
OCCUPATION CONTRACT FOR A
TERM OF LESS THAN SEVEN
YEARS

RHAN 1

PART 1

CONTRACT MEDDIANNAETH SAFONOL
CYFNOD PENODOL – GWYBODAETH
ESBONIADOL

FIXED TERM STANDARD OCCUPATION
CONTRACT – EXPLANATORY INFORMATION

Dyma eich datganiad ysgrifenedig o'r contract meddiannaeth yr ydych wedi ei wneud o dan Ddeddf Rhentu Cartrefi (Cymru) 2016 ("y Ddeddf"). Mae'r contract rhyngoch chi, fel "deiliad y contract", a'r "landlord".

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder", and the "landlord".

Rhaid i'ch landlord roi datganiad ysgrifenedig am ddim i chi o fewn 14 o ddiwrnodau i'r "dyddiad meddiannu" (y diwrnod yr oedd hawl gennych i symud i mewn). Os na chawsoch gopi o'r datganiad ysgrifenedig hwn (gan gynnwys yn electronig os ydych wedi cytuno i gael y datganiad ysgrifenedig ar ffurf electronig) o fewn 14 o ddiwrnodau i'r dyddiad meddiannu, am bob diwrnod y mae'n hwyr, gall y landlord fod yn atebol i dalu tâl digolledu i chi, sydd gyfwerth â diwrnod o rent, hyd at uchafswm o ddeufis o rent (oni bai bod y methiant yn fwriadol, ac os felly gallwch wneud cais i'r llys i gynyddu'r swm hwn).

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day it is late, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

Rhaid i'r datganiad ysgrifenedig gynnwys telerau eich contract a'r wybodaeth esboniadol y mae'n ofynnol i'r landlord ei rhoi i chi. Mae'r telerau yn nodi eich hawliau a'ch cyfrifoldebau, a hawliau a chyfrifoldebau'r landlord (hynny yw, y pethau y mae rhaid i chi a'ch landlord eu gwneud, neu y cewch chi a'ch landlord eu gwneud, o dan y contract meddiannaeth). Dylech ddarllen y telerau er mwyn sicrhau eich bod yn eu deall yn llwyr ac yn fodlon â hwy, ac yna dylech lofnodi yn y man lle y gofynnir i chi wneud hynny er mwyn cadarnhau eich bod yn fodlon. Dylid cadw'r datganiad ysgrifenedig yn ddiogel oherwydd efallai y bydd angen i chi gyfeirio ato yn y dyfodol.

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

Mae telerau eich contract yn cynnwys:

The terms of your contract consist of:

materion allweddol – hynny yw, cyfeiriad yr annedd, y dyddiad meddiannu, swm y rhent (neu gydnybyddiaeth arall(1)) a'r cyfnod rhentu (h.y. y cyfnod y mae'r rhent yn daladwy mewn cysylltiad ag ef (e.e. yn wythnosol neu'n fisol)), y ffaith mai contract cyfnod penodol yw hwn ac os oes cyfnodau pan nad oes gan ddeiliad y contract hawl i feddiannu'r annedd fel cartref, manylion y cyfnodau hynny.

telerau sylfaenol – darpariaethau o'r Ddeddf sydd wedi eu cynnwys yn awtomatig fel telerau contract meddiannaeth yw'r rhain. Ni ellir newid rhai ohonynt, a rhaid iddynt adlewyrchu'r geiriad yn y Ddeddf(2). Fodd bynnag, gellir hepgor neu newid eraill, ond dim ond os ydych chi a'r landlord yn cytuno i wneud hynny a'i fod o fudd i chi fel deiliad y contract.

telerau atodol – darpariaethau a nodir mewn rheoliadau a wneir gan Weinidogion Cymru yw'r rhain, sydd hefyd wedi eu cynnwys yn awtomatig fel telerau contract meddiannaeth. Fodd bynnag, ar yr amod eich bod chi a'r landlord yn cytuno i wneud hynny, gellir hepgor neu newid y rhain, naill ai er eich budd chi neu er budd y landlord. Ni ellir hepgor nac addasu telerau atodol mewn modd a fyddai'n gwneud y telerau hynny'n anghydnaws â theler sylfaenol.

Pan fo teler sylfaenol neu atodol wedi ei hepgor neu ei newid, rhaid nodi hyn yn y datganiad ysgrifenedig hwn.

Gall telerau eich contract hefyd gynnwys:

telerau ychwanegol – darpariaethau yr ydych chi a'r landlord wedi cytuno arnynt yw'r rhain, a gallant ymddrin ag unrhyw fater arall, ar yr amod nad ydynt yn gwrthdaro â mater allweddol, teler sylfaenol neu deler atodol.

O dan adran 62 o Ddeddf Hawliau Defnyddwyr 2015(3), ni fydd teler ychwanegol, nac unrhyw newid i deler atodol, sy'n annheg (o fewn yr ystyr a roddir i "unfair" yn y Ddeddf honno), yn eich rhwymo.

Gall datganiad ysgrifenedig anghywir neu anghyflawn olygu bod y landlord yn atebol i dalu tâl digolledu i chi.

Pan gytunir ar unrhyw newidiadau i'r contract hwn ar ôl iddo ddechrau, rhaid i'r landlord roi copi ysgrifenedig o'r teler neu'r telerau newydd, neu ddatganiad ysgrifenedig newydd o'r contract hwn, i chi o fewn 14 o ddiwrnodau i gytuno ar y newid.

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration(1)) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act(2). However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

The terms of your contract may also include:

additional terms – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015(3), an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

(1) Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(2) O dan adran 33 o'r Ddeddf, caniateir gwneud newidiadau golygyddol i eiriad teler ar yr amod nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd.

(3) 2015 p. 15.

(1) "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

(2) Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

(3) 2015 c. 15.

Mae eich contract yn contract safonol cyfnod penodol, sy'n golygu ei fod yn parhau am gyfnod penodol o amser i ddechrau y cytunwyd arno rhyngoch chi a'r landlord. Mae'n golygu hefyd na allwch gael eich troi allan heb orchymyn llys, oni bai eich bod yn cefnu ar yr anedd. Cyn i lys wneud gorchymyn o'r fath bydd rhaid i'ch landlord ddangos bod y gweithdrefnau cywir wedi eu dilyn a bod o leiaf un o'r canlynol wedi ei fodloni—

- (a) eich bod wedi torri un neu ragor o delerau'r contract (sy'n cynnwys unrhyw ôl-ddyledion rhent, ymgymryd ag ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall, a methu â gofalu'n briodol am yr anedd) a'i bod yn rhesymol eich troi allan,
- (b) bod gennych ôl-ddyledion rhent difrifol (e.e. os mis yw'r cyfnod rhentu, fod o leiaf ddau fis o rent heb ei dalu), neu
- (c) bod angen i'ch landlord eich symud, 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 eich troi allan.

Mae gennych hawliau pwysig ynghylch sut y gallwch ddefnyddio'r anedd, ond bydd angen cydsyniad eich landlord ar gyfer rhai ohonynt. Gall rywun sy'n byw gyda chi yn yr anedd fod â hawl i olynu i'r contract hwn os byddwch yn marw.

Ni chewch ganiatáu i'r anedd ddod yn orlawn drwy ganiatáu i fwy o bobl fyw ynddi na'r uchafswm a ganiateir. Mae Rhan 10 o Ddeddf Tai 1985(1) yn darparu'r sail ar gyfer pennu'r uchafswm o bobl y caniateir iddynt fyw yn yr anedd.

Gellir eich dal yn gyfrifol am ymddygiad pawb sy'n byw yn yr anedd ac sy'n ymweld â hi. Gall ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall gynnwys gormod o sŵn, cam-drin geiriol ac ymosod corfforol. Gall hefyd gynnwys cam-drin domestig (gan gynnwys cam-drin corfforol, emosiynol a rhywiol, seicolegol, emosiynol neu ariannol).

Os bydd problem gyda'ch cartref, dylech gysylltu â'ch landlord yn gyntaf. Gall llawer o broblemau gael eu datrys yn gyflym drwy eu codi'n syth. Os na allwch ddod i gytundeb â'ch landlord, efallai y byddwch am gysylltu ag asiantaeth gynghori (megis Cyngor ar

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

- (a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- (b) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or
- (c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985(1) provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency

(1) 1985 p. 68.

(1) 1985 c. 68.

Bopeth Cymru neu Shelter Cymru) neu gynghorwyr cyfreithiol annibynnol. Mae'n bosibl mai drwy'r llysoedd sirol y caiff anghydfodau ynghylch eich contract eu setlo yn y pen draw.

Os oes gennych unrhyw gwestiynau am y contract hwn efallai y bydd yr ateb ar wefan Llywodraeth Cymru ynghyd â gwybodaeth berthnasol, megis gwybodaeth ynghylch datrys anghydfodau. Fel arall, efallai y byddwch am gysylltu ag asiantaeth gynghori (megis Cyngor ar Bopeth Cymru neu Shelter Cymru) neu gynghorwyr cyfreithiol annibynnol.

RHAN 2

CONTRACT MEDDIANNAETH SAFONOL CYFNOD PENODOL – MATERION ALLWEDDOL

Oni chaiff ei ddirwyn i ben fel arall, mae'r contract safonol cyfnod penodol hwn yn rhoi'r hawl i chi feddiannu'r annedd am y cyfnod a nodir isod(1).

Nodir y materion allweddol a gwybodaeth ynghylch y blaendal a'r landlord isod.

Mae'r contract hwn

rhwng: _____
(landlord neu landlordiaid)

a: _____
(deiliad neu ddeiliaid y contract)

Mae'n ymwneud â: _____

(yr annedd)

Y rhent cychwynnol yw £ _____ yr wythnos / y mis /
_____ (dileer fel y bo'n gymwys)(2)

- (1) Os ydych yn dal i feddiannu'r annedd ar ôl diwedd y cyfnod, rydych chi a'r landlord i'w trin fel pe baech wedi gwneud contract safonol cyfnodol newydd mewn perthynas â'r annedd.
- (2) Pan fo cydnabyddiaeth arall yn ddyledus, rhaid nodi'r manylion yma. Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

PART 2

FIXED TERM STANDARD OCCUPATION CONTRACT – KEY MATTERS

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the dwelling for the term set out below(1).

The key matters and information about the deposit and landlord are set out below.

This contract is

between: _____
(landlord)(s)

and: _____
(contract-holder)(s)

It relates to: _____

(the dwelling)

The initial rent is £ _____ per week / month /
_____ (delete as applicable)(2)

- (1) If you remain in occupation of the dwelling after the end of the term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.
- (2) Where other consideration is due, the details must be set out here. 'Other consideration' could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

Rhaid gwneud y taliad cyntaf ar _____

The first payment is to be made on _____

A rhaid gwneud taliadau pellach ar _____

And further payments are to be made _____

Nid oes hawl gennych i feddiannu'r annedd fel cartref yn ystod y cyfnod o _____ hyd _____
(*dileer y paragraff hwn os nad yw'n gymwys*)

You are not entitled to occupy the dwelling as a home during the period from _____ to _____
(*delete this paragraph if not applicable*)

Gallwch gysylltu â'r landlord drwy'r ost: _____

You can contact the landlord by post: _____

dros y ffôn: _____
drwy e-bost: _____

by telephone: _____
by e-mail: _____

Rydych wedi talu blaendal o £ _____
Am ragor o wybodaeth am y ffordd y delir eich blaendal:

You have paid a deposit of £ _____
For more information about the holding of your deposit:

Y dyddiad meddiannu (pan gewch ddechrau meddiannu'r annedd) yw: _____

The occupation date (when you can begin occupying the dwelling) is: _____

Llofnodwch isod i ddangos eich bod yn cytuno i'r contract hwn

Please sign below as evidence of your agreement to this contract

Deiliad neu ddeiliaid y contract
Enw _____
Llofnod _____
Dyddiad _____
Enw _____
Llofnod _____
Dyddiad _____

Contract-holder(s)
Name _____
Signature _____
Date _____
Name _____
Signature _____
Date _____

Landlord neu landlordiaid

Enw _____

Llofnod _____

Dyddiad _____

Landlord(s)

Name _____

Signature _____

Date _____

Rhentu Doeth Cymru

Rhif Cofrestru _____
(os yw'n gymwys)

Rhif Trwydded _____
(os yw'n gymwys)

Rent Smart Wales

Registration Number _____
(if applicable)

Licence Number _____
(if applicable)

RHAN 3

CONTRACT SAFONOL CYFNOD PENODOL – TELERAU SYLFAENOL AC ATODOL

Nodir telerau sylfaenol ac atodol y contract safonol cyfnod penodol hwn yn y Rhan hon. Mae (F) wedi ei ychwanegu ar ôl is-bennawd y teler ar gyfer y telerau sylfaenol na ellir eu hepgor o'r contract hwn na'u newid(1). Mae (F+) wedi ei ychwanegu at y telerau sylfaenol y gellir eu hepgor neu eu newid. Mae (S) wedi ei ychwanegu at y telerau atodol.

[Pan fo telerau ychwanegol wedi eu cynnwys] Mae (A) wedi ei ychwanegu at y telerau ychwanegol.

[Pan fo unrhyw deler sylfaenol neu atodol wedi ei hepgor o'r contract neu wedi ei newid fel arall] ~~Tymir llinell~~ drwy destun sydd wedi ei hepgor o deler sylfaenol neu atodol a dangosir unrhyw destun newydd mewn PRIFLYTHRENNAU.

Pan fo teler yn cyfeirio at ddeiliad y contract, mae'n defnyddio "chi" fel arfer yn hytrach na "deiliad y contract". Yn yr un modd, pan fo teler yn cyfeirio at rywbeth sy'n eiddo i ddeiliad y contract, mae'n defnyddio "eich" yn hytrach na "deiliad y contract" fel arfer.

PART 3

FIXED TERM STANDARD CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed(1) have (F) added after the term sub-heading. Fundamental terms that can be left out or changed have (F+) added. Supplementary terms have (S) added.

[Where additional terms are included] Additional terms have (A) added.

[Where any fundamental or supplementary term has been left out of the contract or otherwise changed] Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses "you" instead of "the contract-holder". Similarly where a term is referring to something belonging to the contract-holder, it usually uses "your" rather "the contract-holder's".

(1) O dan adran 33 o'r Ddeddf, caniateir gwneud newidiadau golygyddol i eiriad teler ar yr amod nad ydynt yn newid sylwedd y teler hwnnw mewn unrhyw ffordd.

(1) Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

[Pan fo troednodiadau wedi eu cynnwys] Nid yw troednodiadau'n rhan o delerau'r contract hwn, ond maent wedi eu cynnwys pan fo hynny'n ddefnyddiol.

[Where footnotes are included] Footnotes do not form part of the terms of this contract, but have been included where that is helpful.

MYNEGAI

Trefnir y telerau o dan y penawdau a ganlyn ac yn y drefn a ganlyn:

Rhent a thaliadau eraill

Blaendal

Ymddygiad gwaharddedig

Rheoli'r annedd

Gofalu am yr annedd – cyfrifoldebau deiliad y contract

Gofalu am yr annedd – rhwymedigaethau'r landlord

Gwneud newidiadau i'r annedd neu i gyfleustodau

Diogelwch a diogeledd yr annedd: cyfrifoldebau deiliad y contract

Creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract neu gymryd morgais

Darpariaethau ynglŷn â chyd-ddeiliaid contract

Terfynu'r contract: cyffredinol

Terfynu gan ddeiliad y contract

Terfynu gan y landlord: hawliadau meddiant a hysbysiadau adennill meddiant

Terfynu gan y landlord: seiliau dros wneud hawliad meddiant

Gorchymyn adennill meddiant gan y llys

Amrywio

Datganiadau ysgrifenedig a darparu gwybodaeth gan y landlord

INDEX

The terms are arranged under the following headings and in the following order:

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Deposit

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Care of the dwelling – landlord's obligations

Making changes to the dwelling or utilities

Security and safety of dwelling: contract-holder's responsibilities

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Provisions about joint contract-holders

Termination of contract: general

Termination by contract-holder

Termination by the landlord: possession claims and possession notices

Termination by the landlord: grounds for making a possession claim

Court's Order for possession

Variation

Written statements and the provision of information by landlord

Materion eraill

Atodiad: Seiliau Rheoli Ystad

TELERAU

Rhent a thaliadau eraill

Derbynneb am rent neu gydnabyddiaeth arall (S)

1. Rhaid i'r landlord, o fewn 14 o ddiwrnodau i gael cais gennych chi, ddarparu i chi dderbynneb ysgrifenedig am unrhyw rent neu gydnabyddiaeth arall(1) a dalwyd neu a ddarparwyd o dan y contract.

Cyfnodau pan na fo'r annedd yn ffit i bobl fyw ynddi (S)

2. Nid yw'n ofynnol i chi dalu rhent mewn cysylltiad ag unrhyw ddiwrnod neu ran o ddiwrnod pan na fo'r annedd yn ffit i bobl fyw ynddi(2).

Yr hawl i osod yn erbyn(3) (F+)

3. Os yw'r landlord yn atebol i dalu tâl digolledu i chi o dan adran 87 o'r Ddeddf, cewch osod yr atebolrwydd hwnnw yn erbyn rhent(4).

Blaendal

Ffurf sicrwydd (F+)

4. Ni chaiff y landlord ei gwneud yn ofynnol i sicrwydd (sy'n cynnwys blaendal) gael ei roi ar unrhyw ffurf heblaw—

- (a) arian, neu
- (b) gwarant.

Other matters

Annex: Estate Management Grounds

TERMS

Rent and other charges

Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration(1) paid or provided under the contract.

Periods when the dwelling is unfit for human habitation (S)

2. You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation(2).

Right of set off(3) (F+)

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent(4).

Deposit

Form of security (F+)

4. The landlord may not require security (which includes a deposit) to be given in any form other than—

- (a) money, or
- (b) a guarantee.

(1) Gallai "cydnabyddiaeth arall" gynnwys, er enghraifft, wneud rhywbeth sydd gyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord neu wneud gwaith iddo.

(2) Wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi, rhaid rhoi sylw i'r materion a'r amgylchiadau a nodir yn y rheoliadau a wneir o dan adran 94 o'r Ddeddf, sydd i'w gweld ar wefan Llywodraeth Cymru.

(3) Nid yw'r teler hwn ond yn gymwys i gontractau y mae rhent yn daladwy oddi tanynt.

(4) Ystyr yr "hawl i osod yn erbyn" yw, os yw'n ofynnol i landlord dalu tâl digolledu i ddeiliad contract am bethau megis methu â darparu datganiad ysgrifenedig o'r contract, y caiff deiliad y contract atal rhent sydd gyfwerth â'r tâl digolledu sy'n ddyledus. Mae adran 87 o'r Ddeddf yn nodi'r holl amgylchiadau y gall landlord fod yn atebol i dalu tâl digolledu oddi tanynt a'r ffordd mae'r tâl digolledu hwnnw i'w gyfrifo.

(1) "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

(2) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

(3) This term only applies to contracts under which rent is payable.

(4) The "right of set off" means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

Gofyniad i ddefnyddio cynllun blaendal (F)

5.—(1) Os ydych yn talu blaendal o dan y contract hwn (neu os yw person arall yn talu blaendal ar eich rhan), rhaid ymdrin â'r blaendal yn unol â chynllun blaendal awdurdodedig(1).

(2) Cyn diwedd y cyfnod o 30 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r blaendal yn cael ei dalu, rhaid i'r landlord—

- (a) cydymffurfio â gofynion cychwynnol y cynllun blaendal awdurdodedig, a
- (b) rhoi'r wybodaeth ofynnol i chi (ac i unrhyw berson sydd wedi talu'r blaendal ar eich rhan).

(3) Yr wybodaeth ofynnol yw unrhyw wybodaeth a bennir gan Weinidogion Cymru mewn rheoliadau yn unol ag adran 45 o'r Ddeddf, sy'n ymwneud ag—

- (a) y cynllun blaendal awdurdodedig sy'n gymwys,
- (b) cydymffurfiaeth y landlord â gofynion cychwynnol y cynllun, ac
- (c) gweithrediad Pennod 4 o Ran 3 o'r Ddeddf (Blaendaliadau a Chynlluniau Blaendal), gan gynnwys eich hawliau (a hawliau unrhyw berson sydd wedi talu'r blaendal ar eich rhan) mewn perthynas â'r blaendal.

Ymddygiad gwaharddedig

Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall(2) (F)

6.—(1) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sydd â hawl (o ba bynnag ddisgrifiad)—

- (a) i fyw yn yr annedd sy'n ddarostyngedig i'r contract hwn, neu
- (b) i fyw mewn annedd neu lety arall yng nghyffiniau'r annedd sy'n ddarostyngedig i'r contract hwn.

(2) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd a allai beri niwsans neu annifyrrwch i berson sy'n cymryd rhan mewn gweithgarwch cyfreithlon—

Requirement to use a deposit scheme (F)

5.—(1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme(1).

(2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—

- (a) comply with the initial requirements of the authorised deposit scheme, and
- (b) give you (and any person who has paid the deposit on your behalf) the required information.

(3) The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to—

- (a) the authorised deposit scheme which applies,
- (b) the landlord's compliance with the initial requirements of the scheme, and
- (c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including the your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

Prohibited conduct

Anti-social behaviour and other prohibited conduct(2) (F)

6.—(1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)—

- (a) to live in the dwelling subject to this contract, or
- (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity—

(1) Mae gwybodaeth ynghylch cynlluniau blaendal awdurdodedig a dolenni i'r "gwybodaeth ofynnol" i'w gweld ar wefan Llywodraeth Cymru.

(2) Mae ymddygiad a allai dorri'r telerau hyn yn eang ei gwmpas a gall gynnwys gormod o sŵn, cam-drin geiriol ac ymosod corfforol. Gall ymddygiad gwaharddedig hefyd gynnwys cam-drin domestig (gan gynnwys cam-drin corfforol, rhywiol, seicolegol, emosïynol neu ariannol).

(1) Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

(2) Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

- (a) yn yr annedd sy'n ddarostyngedig i'r contract hwn, neu
 - (b) yng nghyffiniau'r annedd honno.
- (3) Rhaid i chi beidio ag ymddwyn na bygwth ymddwyn mewn modd—
- (a) a allai beri niwsans neu annifyrrwch—
 - (i) i'r landlord, neu
 - (ii) i berson (boed wedi ei gyflogi gan y landlord ai peidio) sy'n gweithredu mewn cysylltiad â chyflawni swyddogaethau'r landlord o ran rheoli tai, a
 - (b) sy'n ymwneud yn uniongyrchol neu'n anuniongyrchol â swyddogaethau'r landlord o ran rheoli tai, neu'n effeithio arnynt.
- (4) Ni chewch ddefnyddio na bygwth defnyddio'r annedd sy'n ddarostyngedig i'r contract hwn, gan gynnwys unrhyw rannau cyffredin⁽¹⁾ ac unrhyw ran arall o adeilad sy'n ffurfio'r annedd, at ddibenion troseddol.
- (5) Rhaid i chi beidio, drwy unrhyw weithred neu anweithred—
- (a) caniatáu, cymell nac annog unrhyw berson sy'n byw yn yr annedd neu'n ymweld â'r annedd, i ymddwyn fel y crybwyllir ym mharagraffau (1) i (3) o'r telor hwn, na
 - (b) caniatáu, cymell nac annog unrhyw berson i ymddwyn fel y crybwyllir ym mharagraff (4) o'r telor hwn.

Rheoli'r annedd

Defnydd o'r annedd gan ddeiliad y contract (S)

7. Ni chewch gynnal na chaniatáu unrhyw fasnach neu fusnes yn yr annedd heb gydsyniad y landlord.

- (a) in the dwelling subject to this contract, or
 - (b) in the locality of that dwelling.
- (3) You must not engage or threaten to engage in conduct—
- (a) capable of causing nuisance or annoyance to—
 - (i) the landlord, or
 - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
 - (b) that is directly or indirectly related to or affects the landlord's housing management functions.
- (4) You may not use or threaten to use the dwelling subject to this contract, including any common parts⁽¹⁾ and any other part of a building comprising the dwelling, for criminal purposes.
- (5) You must not, by any act or omission—
- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term, or
 - (b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

Control of the dwelling

Use of the dwelling by the contract-holder (S)

7. You must not carry on or permit any trade or business at the dwelling without the landlord's consent.

(1) Rhannau cyffredin annedd yw a) unrhyw ran o adeilad sy'n ffurfio annedd a b) unrhyw fangre arall (gan gynnwys unrhyw annedd arall) y mae gan ddeiliad y contract hawl i'w defnyddio ar y cyd ag eraill o dan delerau'r contract.

(1) The common parts of a dwelling are a) any part of a building comprising a dwelling and b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

Meddianwyr a ganiateir nad ydynt yn lletywyr neu'n isddeiliaid (S)

8. Cewch ganiatáu i bersonau nad ydynt yn lletywyr(1) nac yn isddeiliaid(2) fyw yn yr annedd fel cartref.

Yr hawl i feddiannu heb ymyrraeth gan y landlord (F+)

9.—(1) Ni chaiff y landlord, drwy unrhyw weithred neu anweithred, ymyrryd â'ch hawl i feddiannu'r annedd.

(2) Nid yw'r landlord yn ymyrryd â'ch hawl i feddiannu'r annedd drwy arfer hawliau'r landlord o dan y contract hwn yn rhesymol.

(3) Nid yw'r landlord yn ymyrryd â'ch hawl i feddiannu'r annedd oherwydd methiant i gydymffurfio â rhwymedigaethau atgyweirio (o fewn ystyr adran 100(2) o'r Ddeddf(3)).

(4) Mae'r landlord i'w drin fel pe bai wedi ymyrryd â'ch hawl os yw person—

- (a) sy'n gweithredu ar ran y landlord, neu
- (b) sydd â buddiant yn yr annedd, neu ran ohoni, sy'n rhagori ar fuddiant y landlord,

yn ymyrryd â'ch hawl drwy unrhyw weithred neu anweithred gyfreithlon.

Hawl y landlord i fynd i'r annedd – Atgyweiriadau (F+)

10.—(1) Caiff y landlord fynd i'r annedd ar unrhyw adeg resymol at ddiben—

- (a) arolygu ei stad ac arolygu a yw mewn cyflwr da, neu

Permitted occupiers who are not lodgers or sub-holders (S)

8. You may permit persons who are not lodgers(1) or sub-holders(2) to live in the dwelling as a home.

Right to occupy without interference from the landlord (F+)

9.—(1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

(2) The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act(3)).

(4) The landlord is to be treated as having interfered with your right if a person who—

- (a) acts on behalf of the landlord, or
- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with your right by any lawful act or omission.

Landlord's right to enter the dwelling – Repairs (F+)

10.—(1) The landlord may enter the dwelling at any reasonable time for the purpose of—

- (a) inspecting its condition and state of repair, or

(1) Mae adran 244(3) a (4) o'r Ddeddf yn darparu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn contract meddiannaeth.

(2) Mae adran 59(3) o'r Ddeddf yn nodi mai ystyr "isddeiliad" yw deiliad y contract o dan y contract isfeddiannaeth.

(3) Mae adran 100(2) o'r Ddeddf yn nodi mai "Y rhwymedigaethau atgyweirio" yw (a) rhwymedigaethau i atgyweirio unrhyw eiddo (neu i gadw eiddo mewn cyflwr da neu sicrhau ei fod ar gael mewn cyflwr da), neu i'w gynnal, ei adnewyddu, ei adeiladu neu ei amnewid, a (b) rhwymedigaethau i gadw unrhyw annedd mewn cyflwr ffit i bobl fyw ynddi sut bynnag y mynegir hynny, ac maent yn cynnwys rhwymedigaethau'r landlord o dan adrannau 91 a 92." Adlewyrchir adrannau 91 a 92 o'r Ddeddf yn nhelerau 15 ac 16 o'r contract hwn.

(1) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(2) Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

(3) Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 15 and 16 of this contract.

(b) gwneud gwaith neu atgyweiriadau y mae angen ei wneud neu eu gwneud er mwyn cydymffurfio â'r rhwymedigaethau a nodir yn nhelerau 15 ac 16 o'r contract hwn.

(2) Rhaid i'r landlord roi o leiaf 24 awr o rybudd i chi cyn arfer yr hawl honno.

(3) Mae paragraff (4) o'r telor hwn yn gymwys—

(a) pan fo'r annedd yn ffurfio rhan o adeilad yn unig, a

(b) os oes angen i'r landlord wneud gwaith neu atgyweiriadau mewn rhan arall o'r adeilad er mwyn cydymffurfio â'r rhwymedigaethau a nodir yn nhelerau 15 ac 16.

(4) Nid yw'r landlord yn atebol am fethu â chydymffurfio â'r rhwymedigaethau o dan delerau 15 ac 16 os nad oes gan y landlord hawliau digonol dros y rhan arall honno o'r adeilad i allu gwneud y gwaith neu'r atgyweiriadau, ac os na lwyddodd i gael yr hawliau hynny ar ôl gwneud ymdrech resymol i'w cael.

Hawl y landlord i fynd i'r annedd – atgyweiriadau i'r gosodiadau a'r ffitiadau (S)

11.—(1) O dan amgylchiadau pan nad ydych wedi gwneud yr atgyweiriadau yr ydych yn gyfrifol amdanynt yn unol â thelor 14(2) a (3), caiff y landlord fynd i'r annedd ar unrhyw adeg resymol at ddiben gwneud atgyweiriadau i'r gosodiadau a'r ffitiadau neu eitemau eraill a restrir yn y rhestr eiddo, neu eu hamnewid.

(2) Ond rhaid i'r landlord roi rhybudd o 24 awr o leiaf i chi cyn mynd i'r annedd.

Hawl y landlord i fynd i'r annedd – Argyfyngau (S)

12.—(1) Os bydd argyfwng y bydd angen i'r landlord fynd i'r annedd heb rybudd o ganlyniad iddo, rhaid i chi roi i'r landlord fynediad i'r annedd yn syth.

(2) Os nad ydych yn rhoi mynediad yn syth, caiff y landlord fynd i'r annedd heb eich caniatâd.

(3) Os bydd y landlord yn mynd i'r annedd yn unol â pharagraff (2) o'r telor hwn, rhaid i'r landlord wneud pob ymdrech resymol i'ch hysbysu ei fod wedi mynd i'r annedd cyn gynted ag y bo'n rhesymol ymarferol ar ôl hynny.

(4) At ddibenion paragraff (1) yn y telor hwn, mae argyfwng yn cynnwys—

(a) rhywbeth y mae angen gwneud gwaith brys o'i herwydd i atal yr annedd neu'r anheddau yn y cyffiniau rhag cael eu difrodi yn ddifrifol, eu difrodi ymhellach neu eu dinistrio, a

(b) carrying out works or repairs needed in order to comply with the obligations set out in terms 15 and 16 of this contract.

(2) The landlord must give at least 24 hours' notice to you before exercising that right.

(3) Paragraph (4) of this term applies where—

(a) the dwelling forms part only of a building, and

(b) in order to comply with the obligations set out in terms 15 and 16 the landlord needs to carry out works or repairs in another part of the building.

(4) The landlord is not liable for failing to comply with the obligations under terms 15 and 16 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)

11.—(1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 14(2) and (3), the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.

(2) But the landlord must give you at least 24 hours' notice before entering the dwelling.

Landlord's right to enter the dwelling – Emergencies (S)

12.—(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.

(2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.

(3) If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(4) For the purposes of paragraph (1) in this term, an emergency includes—

(a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and

- (b) rhywbeth a fyddai, pe na bai'r landlord yn ymdrin ag ef yn syth, yn peri risg ar fin digwydd i'ch iechyd a'ch diogelwch chi, unrhyw feddiannydd a ganiateir o'r annedd neu bersonau eraill yng nghyffiniau'r annedd.

- (b) something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

Gofalu am yr annedd – cyfrifoldebau deiliad y contract

Care of the dwelling – contract-holder's responsibilities

Dyletswydd i ofalu am yr annedd (S)

13. Nid ydych yn atebol am draul resymol i'r annedd na gosodiadau a ffitiadau yn yr annedd ond—

- (a) rhaid i chi gymryd gofal priodol o'r annedd, y gosodiadau a'r ffitiadau yn yr annedd ac unrhyw eitemau a restrir yn y rhestr eiddo,
- (b) ni chaniateir i chi symud o'r annedd unrhyw osodiadau na ffitiadau nac unrhyw eitemau a restrir yn y rhestr eiddo o'r annedd heb gydsyniad y landlord,
- (c) rhaid i chi gadw'r annedd wedi ei haddurno mewn cyflwr rhesymol, a
- (d) ni chaniateir i chi gadw unrhyw beth yn yr annedd a fyddai'n peri risg iechyd a diogelwch i chi, unrhyw feddiannydd a ganiateir(1), unrhyw bersonau sy'n ymweld â'r annedd neu unrhyw bersonau sy'n preswyllo yng nghyffiniau'r annedd.

Duty to take care of the dwelling (S)

13. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—

- (a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
- (b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord,
- (c) keep the dwelling in a state of reasonable decorative order, and
- (d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier(1), any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

Dyletswydd i hysbysu'r landlord am ddiffyg neu adfeiliad (S)

14.—(1) Rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw nam, diffyg, difrod neu adfeiliad yr ydych yn credu'n rhesymol fod y landlord yn gyfrifol amdano.

(2) Pan foch yn credu'n rhesymol nad y landlord sy'n gyfrifol am unrhyw nam, diffyg, difrod neu adfeiliad i'r gosodiadau a'r ffitiadau neu eitemau a restrir yn y rhestr eiddo, rhaid i chi, o fewn cyfnod rhesymol o amser, wneud atgyweiriadau i'r gosodiadau hynny a'r ffitiadau hynny neu'r eitemau eraill hynny a restrir ar y rhestr eiddo, neu eu hamnewid.

Duty to notify landlord of defect or disrepair (S)

14.—(1) You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.

(2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them.

(1) Mae adran 244(5) o'r Ddeddf yn darparu bod person yn feddiannydd a ganiateir mewn annedd sy'n ddarostyngedig i contract meddiannaeth (a) os yw'n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu (b) os nad yw'n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

(1) Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

(3) Mae'r amgylchiadau y mae paragraff (2) o'r telor hwn yn gymwys oddi tanynt yn cynnwys pan fo'r nam, y diffyg, y difrod neu'r adfeiliad wedi digwydd yn gyfan gwbl neu'n bennaf oherwydd gweithred neu anweithred sy'n gyfystyr â diffyg gofal(1) gennych chi, unrhyw feddiannydd a ganiateir neu unrhyw berson sy'n ymweld â'r annedd.

Gofalu am yr annedd – rhwymedigaethau'r landlord

Rhwymedigaeth y landlord: annedd ffit i bobl fyw ynddi (F+)

15.—(1) Rhaid i'r landlord sicrhau bod yr annedd yn ffit i bobl fyw ynddi(2)—

- (a) ar ddyddiad meddiannu'r contract hwn, a
- (b) tra pery'r contract hwn.

(2) Mae'r cyfeiriad at yr annedd ym mharagraff (1) o'r telor hwn yn cynnwys, os yw'r annedd yn ffurfio rhan yn unig o adeilad, strwythur yr adeilad a'r tu allan i'r adeilad, ynghyd â'r rhannau cyffredin.

Rhwymedigaeth y landlord i gadw annedd mewn cyflwr da (F+)

16.—(1) Rhaid i'r landlord—

- (a) cadw'r strwythur a'r tu allan i'r annedd (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
- (b) cadw'r gosodiadau gwasanaeth yn yr annedd mewn cyflwr da ac yn gweithio'n iawn.

(2) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, rhaid i'r landlord—

- (a) cadw'r strwythur a'r tu allan i unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi (gan gynnwys draeniau, landeri a phibellau allanol) mewn cyflwr da, a
- (b) cadw mewn cyflwr da ac yn gweithio'n iawn unrhyw osodiadau gwasanaeth sy'n gwasanaethu'r annedd yn uniongyrchol neu'n anuniongyrchol, ac sydd naill ai—
 - (i) yn ffurfio rhan o unrhyw ran o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, neu

(3) The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care(1) by you, any permitted occupier or any person visiting the dwelling.

Care of the dwelling – landlord's obligations

Landlord's obligation: fitness for human habitation (F+)

15.—(1) The landlord must ensure that the dwelling is fit for human habitation(2)—

- (a) on the occupation date of this contract, and
- (b) for the duration of this contract.

(2) The reference to the dwelling in paragraph (1) of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Landlord's obligation to keep a dwelling in repair (F+)

16.—(1) The landlord must—

- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- (b) keep in repair and proper working order the service installations in the dwelling.

(2) If the dwelling forms part only of a building, the landlord must—

- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
- (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—
 - (i) forms part of any part of the building in which the landlord has an estate or interest, or

(1) Mae adran 96(3) o'r Ddeddf yn diffinio "diffyg gofal" fel methu â gofalu'n briodol (a) am yr annedd, neu (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract meddiannaeth.

(2) Wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi rhaid rhoi sylw i'r materion a'r amgylchiadau a nodir yn y rheoliadau a wneir o dan adran 94 o'r Ddeddf, sydd i'w gweld ar wefan Llywodraeth Cymru.

(1) Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

(2) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

(ii) yn eiddo i'r landlord neu o dan reolaeth y landlord.

(3) Y safon sy'n ofynnol gan baragraffau (1) a (2) o'r teler hwn yw'r hyn sy'n rhesymol o ystyried oed a chymeriad yr annedd, a'r cyfnod y mae'r annedd yn debygol o fod ar gael i'w meddiannu fel cartref.

(4) Yn y contract hwn, ystyr "gosodiad gwasanaeth" yw gosodiad i gyflenwi dŵr, nwy neu drydan, ar gyfer glanweithdra, i gynhesu lle neu i wresogi dŵr.

Rhwymedigaethau eraill y landlord mewn perthynas â thelerau 15 ac 16 (F+)

17.—(1) Rhaid i'r landlord unioni unrhyw ddifrod a achosir gan waith ac atgyweiriadau a wneir er mwyn cydymffurfio â rhwymedigaethau'r landlord o dan delerau 15 ac 16.

(2) Ni chaiff y landlord osod unrhyw rwymedigaeth arnoch os byddwch yn gorfodi neu'n dibynnu ar rwymedigaethau'r landlord o dan delerau 15 ac 16.

Cyfyngiadau ar rwymedigaethau'r landlord mewn perthynas â thelerau 15 ac 16: Cyffredinol (F+)

18.—(1) Nid yw teler 15(1) yn gosod unrhyw atebolrwydd ar y landlord mewn cysylltiad ag annedd nad yw'r landlord yn gallu ei gwneud yn ffit i bobl fyw ynddi am gost resymol.

(2) Nid yw rhwymedigaethau'r landlord o dan delerau 15(1) ac 16(1) yn ei gwneud yn ofynnol i'r landlord—

- (a) cadw mewn cyflwr da unrhyw beth y mae gennych hawl mynd ag ef o'r annedd, na
- (b) ailadeiladu neu adfer cyflwr yr annedd neu unrhyw ran ohoni, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.

(3) Os yw'r annedd yn ffurfio rhan yn unig o adeilad, nid yw rhwymedigaeth y landlord o dan delerau 15(1) ac 16(2) yn ei gwneud yn ofynnol i'r landlord ailadeiladu nac adfer cyflwr unrhyw ran arall o'r adeilad y mae gan y landlord ystad neu fuddiant ynddi, os caiff ei dinistrio neu ei difrodi gan achos perthnasol.

(4) Tân, storm, llifogydd neu unrhyw ddamwain anochel arall yw'r achosion perthnasol at ddiben paragraffau (2)(b) a (3) o'r teler hwn.

(5) Nid yw teler 16(2) yn ei gwneud yn ofynnol i'r landlord wneud gwaith nac atgyweiriadau oni bai bod y methiant i gadw mewn cyflwr da, neu'r methiant i gadw mewn cyflwr sy'n gweithio'n iawn, yn effeithio ar eich mwynhad—

- (a) o'r annedd, neu

(ii) is owned by the landlord or is under the landlord's control.

(3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

Further landlord obligations in relation to terms 15 and 16 (F+)

17.—(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 15 and 16.

(2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 15 and 16.

Limits on landlord obligations in relation to terms 15 and 16: General (F+)

18.—(1) Term 15(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(2) The landlord's obligations under terms 15(1) and 16(1) do not require the landlord—

- (a) to keep in repair anything which you are entitled to remove from the dwelling, or
- (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the landlord's obligation under terms 15(1) and 16(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.

(5) Term 16(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of—

- (a) the dwelling, or

- (b) o'r rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract hwn.

- (b) the common parts that you are entitled to use under this contract.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 15 ac 16: bai deiliad y contract (F+)

19.—(1) Nid yw teler 15(1) yn gosod unrhyw atebolrwydd ar y landlord os nad yw'r annedd yn ffit i bobl fyw ynddi yn llwyr neu'n bennaf oherwydd gweithred neu anweithred (gan gynnwys gweithred neu anweithred sy'n gyfystyr â diffyg gofal) ar eich rhan chi neu feddiannydd a ganiateir i feddiannu'r annedd.

(2) Nid oes rhwymedigaeth ar y landlord yn sgil teler 16(1) na (2) i wneud gwaith nac atgyweiriadau os gellir priodoli'r methiant i gadw mewn cyflwr da, neu fethiant gosodiad gwasanaeth i weithio, yn llwyr neu'n bennaf i ddiffyg gofal ar eich rhan chi neu feddiannydd a ganiateir i feddiannu'r annedd.

(3) Ystyr "diffyg gofal" yw methu â gofalu'n briodol—

- (a) am yr annedd, neu
- (b) os yw'r annedd yn ffurfio rhan yn unig o adeilad, am y rhannau cyffredin y mae gennych hawl i'w defnyddio o dan y contract hwn.

Cyfyngiadau ar rhwymedigaethau'r landlord mewn perthynas â thelerau 15 ac 16: hysbysiad (F+)

20.—(1) Nid yw rhwymedigaethau'r landlord o dan deler 15(1)(b) ac o dan deler 16(1) a (2) yn codi hyd nes bod y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) yn dod i wybod bod angen gwaith neu atgyweiriadau.

(2) Mae'r landlord yn cydymffurfio â'r rhwymedigaethau o dan deler 15(1)(b) ac o dan deler 16(1) a (2) os yw'r landlord yn gwneud y gwaith neu'r atgyweiriadau angenrheidiol o fewn cyfnod rhesymol ar ôl y diwrnod y daw'r landlord i wybod bod ei angen neu eu hangen.

(3) Os yw—

- (a) y landlord (yr "hen landlord") yn trosglwyddo buddiant yr hen landlord yn yr annedd i berson arall (y "landlord newydd"), a
- (b) yr hen landlord (neu os dau neu ragor o bersonau ar y cyd yw'r hen landlord, unrhyw un ohonynt) yn gwybod cyn dyddiad y trosglwyddiad bod gwaith neu atgyweiriadau'n angenrheidiol er mwyn cydymffurfio â theler 15(1) neu 16(1) neu (2),

mae'r landlord newydd i'w drin fel pe bai'n dod i wybod bod angen y gwaith hwnnw neu'r atgyweiriadau hynny ar ddyddiad y trosglwyddiad, ond nid cyn hynny.

Limits on landlord obligations in relation to terms 15 and 16: contract-holder's fault (F+)

19.—(1) Term 15(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged by term 16(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care—

- (a) of the dwelling, or
- (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 15 and 16: notice (F+)

20.—(1) The landlord's obligations under term 15(1)(b) and under term 16(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The landlord complies with the obligations under term 15(1)(b) and under term 16(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) If—

- (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
- (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 15(1) or 16(1) or (2),

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

Hawliau meddianwyr a ganiateir (F+)

21.—(1) Caiff meddiannydd a ganiateir(1) sy'n cael anaf personol, neu'n dioddef colled neu ddifrod i eiddo personol o ganlyniad i fethiant y landlord i gydymffurfio â theler 15 neu 16, orfodi'r telor perthnasol yn ei hawl ei hun drwy ddod ag achos mewn cysylltiad â'r anaf, y golled neu'r difrod.

(2) Ond os yw meddiannydd a ganiateir yn lletywr(2) neu'n isddeiliad(3), ni chaiff wneud hynny oni chaniateir i'r lletywr fyw yn yr annedd, neu oni wneir y contract isfeddiannaeth(4), yn unol â'r contract hwn.

Gwneud newidiadau i'r annedd neu i gyfleustodau

Newidiadau i'r annedd (S)

22.—(1) Ni chaniateir i chi wneud unrhyw addasiad i'r annedd heb gysyniad y landlord.

(2) At ddibenion paragraff (1) o'r telor hwn, mae "addasiad" yn cynnwys—

- (a) unrhyw ychwanegiad at y gosodiadau a'r ffitiadau yn yr annedd, neu unrhyw addasiad iddynt,
- (b) gosod erial neu ddysgl lloeren,
- (c) codi, tynnu neu wneud addasiad strwythurol i siediau, garejys neu unrhyw strwythurau eraill yn yr annedd, a
- (d) gwneud gwaith i addurno'r annedd yn allanol.

Rights of permitted occupiers (F+)

21.—(1) A permitted occupier(1) who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 15 or 16, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

(2) But a permitted occupier who is a lodger(2) or sub-holder(3) may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation(4) contract is made, in accordance with this contract.

Making changes to the dwelling or utilities

Changes to the dwelling (S)

22.—(1) You must not make any alteration to the dwelling without the consent of the landlord.

(2) the purposes of paragraph (1) of this term, "alteration" includes—

- (a) any addition to or alteration of the fixtures and fittings in the dwelling,
- (b) the erection of an aerial or satellite dish,
- (c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- (d) the carrying out of external decoration to the dwelling.

(1) Mae adran 244(5) o'r Ddeddf yn darparu bod person yn feddiannydd a ganiateir mewn annedd sy'n ddarostyngedig i gontract meddiannaeth (a) os yw'n byw yn yr annedd fel lletywr neu isddeiliad i ddeiliad y contract, neu (b) os nad yw'n lletywr nac yn isddeiliad ond bod deiliad y contract yn caniatáu iddo fyw yn yr annedd fel cartref.

(2) Mae adran 244(3) a (4) o'r Ddeddf yn pennu bod person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn gontract meddiannaeth.

(3) Mae adran 59(3) o'r Ddeddf yn nodi mai ystyr "isddeiliad" yw deiliad y contract o dan y contract isfeddiannaeth.

(4) Mae adran 59(2) o'r Ddeddf yn nodi bod "contract isfeddiannaeth" yn gontract meddiannaeth (a) a wneir gyda landlord sy'n ddeiliad y contract o dan gontract meddiannaeth, a (b) sy'n ymwneud â'r annedd i gyd neu ran o'r annedd y mae'r contract hwnnw yn berthnasol iddi.

(1) Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

(2) Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

(3) Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

(4) Section 59(2) of the Act provides that a "sub-occupation contract" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates.

Newidiadau i'r ddarpariaeth o gyfleustodau i'r annedd (S)

23.—(1) Cewch newid unrhyw un neu ragor o'r cyflenwyr i'r annedd o—

- (a) gwasanaethau trydan, nwy neu danwydd arall, neu wasanaethau dŵr (gan gynnwys carthffosiaeth);
- (b) gwasanaethau ffôn, rhyngwrwyd, teledu cebl neu deledu lloeren.

(2) Rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw newidiadau a wneir yn unol â pharagraff (1) o'r teler hwn.

(3) Oni bai bod y landlord yn cydsynio, ni chaniateir i chi—

- (a) gadael yr annedd, ar ddiwedd y contract, heb gyflenwr trydan, nwy neu danwydd arall (os yw'n gymwys) neu wasanaethau dŵr (gan gynnwys carthffosiaeth), oni bai nad oedd y cyfleustodau hyn yn bresennol yn yr annedd ar y dyddiad meddiannu;
- (b) gosod neu dynnu, neu drefnu i osod neu dynnu, unrhyw osodiadau gwasanaeth penodedig yn yr annedd.

(4) At ddibenion paragraff (3)(b) o'r teler hwn, ystyr "gosodiadau gwasanaeth penodedig" yw gosodiad ar gyfer cyflenwi dŵr, nwy neu drydan neu danwydd arall (os yw hynny'n gymwys) ar gyfer glanweithdra, i gynhesu lle neu i wresogi dŵr.

Diogelwch a diogeledd yr annedd: cyfrifoldebau deiliad y contract

Diogelwch yr annedd – cyfnodau pan fo'r annedd yn wag (S)

24. Os ydych yn dod yn ymwybodol bod yr annedd, neu y bydd yr annedd yn wag am 28 neu fwy o ddiwrnodau yn olynol, rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol.

Diogelwch yr annedd – cloeon (S)

25.—(1) Rhaid i chi gymryd camau rhesymol i sicrhau bod yr annedd yn ddiogel.

(2) Cewch newid unrhyw glo ar ddrysau allanol neu fewnol yr annedd ar yr amod nad yw unrhyw newidiadau o'r fath yn darparu llai o ddiogelwch nag a oedd yn ei le yn flaenorol.

(3) Os bydd angen allwedd newydd i gael mynediad i'r annedd neu unrhyw ran ohoni o ganlyniad i unrhyw newid a wneir o dan baragraff (2) o'r teler hwn, rhaid i chi hysbysu'r landlord cyn gynted ag y bo'n rhesymol ymarferol am unrhyw newid a sicrhau bod copi sy'n gweithio o'r allwedd newydd ar gael i'r landlord.

Changes to the provision of utilities to the dwelling (S)

23.—(1) You may change any of the suppliers to the dwelling of —

- (a) electricity, gas, or other fuel or water (including sewerage) services;
- (b) telephone, internet, cable television or satellite television services.

(2) You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.

(3) Unless the landlord consents, you must not—

- (a) leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
- (b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

(4) For the purposes of paragraph (3)(b) of this term, "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Security and safety of the dwelling: contract-holder's responsibilities

Security of the dwelling – unoccupied periods (S)

24. If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable.

Security of the dwelling – locks (S)

25.—(1) You must take reasonable steps to ensure the dwelling is secure.

(2) You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

(3) If any change made under paragraph (2) of this term results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.

Creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract neu gymryd morgais

Dulliau o ddelio a ganiateir (F+)

26.—(1) Ni chewch ddelio â'r contract hwn, yr annedd nac unrhyw ran o'r annedd ac eithrio—

- (a) mewn ffordd a ganiateir gan y contract hwn, neu
- (b) yn unol â gorchymyn eiddo teuluol (gweler adran 251 o'r Ddeddf)(1).

(2) Ni chaiff cyd-ddeiliad contract ddelio â'i hawlau a'i rwymedigaethau o dan y contract hwn (nac â'r contract hwn, yr annedd nac unrhyw ran o'r annedd), ac eithrio—

- (a) mewn ffordd a ganiateir gan y contract hwn, neu
- (b) yn unol â gorchymyn eiddo teuluol.

(3) Os ydych yn gwneud unrhyw beth sy'n torri paragraff (1) o'r telor hwn, neu os yw cyd-ddeiliad contract yn gwneud unrhyw beth sy'n torri paragraff (2) o'r telor hwn—

- (a) nid yw'r trafodiad yn rhwymo'r landlord, a
 - (b) rydych chi neu gyd-ddeiliad y contract yn torri'r contract hwn (er nad yw'r trafodiad yn rhwymo'r landlord).
- (4) Mae “delio” yn cynnwys—
- (a) creu tenantiaeth, neu greu trwydded sy'n rhoi'r hawl i feddiannu'r annedd;
 - (b) trosglwyddo;
 - (c) morgeisio neu arwystlo mewn ffordd arall.

Caniatáu lletywyr (S)

27. Ni chewch ganiatáu i bersonau fyw yn yr annedd fel lletywyr(2) heb gydsyniad y landlord.

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing (F+)

26.—(1) You may not deal with this contract, the dwelling or any part of the dwelling except—

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order (see section 251 of the Act)(1).

(2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except—

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order.

(3) If you do anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term—

- (a) the transaction is not binding on the landlord, and
 - (b) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- (4) “Dealing” includes—
- (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
 - (b) transferring;
 - (c) mortgaging or otherwise charging.

Permitting lodgers (S)

27. You must not allow persons to live in the dwelling as lodgers(2) without the landlord's consent.

(1) Mae adran 251 o'r Ddeddf yn nodi ystyr “gorchymyn eiddo teuluol” at ddibenion y telor hwn. Caiff llysoedd wneud sawl math o orchymyn i ddatrys yr hyn sy'n digwydd i'r cartref teuluol ar ôl ysgaru, gwahanu etc.

(2) At ddibenion y telor hwn, mae adran 244(3) a (4) o'r Ddeddf yn datgan bod “person yn byw mewn annedd fel lletywr os yw'r denantiaeth neu'r drwydded y mae'n meddiannu'r annedd oddi tani yn dod o fewn paragraff 6 o Atodlen 2 i'r Ddeddf (llety a rennir â'r landlord). Ond nid yw person yn byw mewn annedd fel lletywr os rhoddir hysbysiad iddo o dan baragraff 3 o Atodlen 2 bod ei denantiaeth neu drwydded yn gcontract meddiannaeth.”

(1) Section 251 of the Act sets out the meaning of “family property order” for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

(2) For the purposes of this term, section 244(3) and (4) of the Act states that ‘a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.’

Darpariaethau ynglŷn â chyd-ddeiliaid contract

Ychwanegu cyd-ddeiliad contract (F+)

28.—(1) Cewch chi, fel deiliad y contract o dan y contract hwn, a pherson arall, gyda chydysyniad y landlord(1), wneud y person arall hwnnw yn gyd-ddeiliad contract o dan y contract.

(2) Os gwneir person yn gyd-ddeiliad contract o dan y telor hwn, bydd ganddo'r hawl i holl hawliau, a bydd yn ddarostyngedig i holl rwymedigaethau, deiliad contract o dan y contract hwn o'r diwrnod y daw'n gyd-ddeiliad contract.

Cyd-ddeiliad contract yn peidio â bod yn barti i'r contract – goroesi (F)

29.—(1) Os yw cyd-ddeiliad contract o dan y contract hwn yn marw, neu'n peidio â bod yn barti i'r contract hwn am ryw reswm arall, o'r adeg y mae'n peidio â bod yn barti—

- (a) mae gan weddill cyd-ddeiliaid y contract hawl llwyr i'r holl hawliau o dan y contract hwn, a
- (b) mae gweddill cyd-ddeiliaid y contract yn llwyr atebol am gyflawni pob rhwymedigaeth sy'n ddyledus i'r landlord o dan y contract hwn.

(2) Nid oes hawl gan gyd-ddeiliad y contract i unrhyw hawl ac nid yw'n atebol am unrhyw rwymedigaeth o ran y cyfnod ar ôl iddo beidio â bod yn barti i'r contract.

(3) Nid oes dim ym mharagraff (1) na (2) o'r telor hwn yn dileu unrhyw hawl nac yn ildio unrhyw atebolrwydd ar ran cyd-ddeiliad y contract sy'n cronni cyn iddo beidio â bod yn barti i'r contract.

(4) Nid yw'r telor hwn yn gymwys pan fo cyd-ddeiliad contract yn peidio â bod yn barti i'r contract hwn am fod ei hawliau a'i rwymedigaethau o dan y contract yn cael eu trosglwyddo yn unol â'r contract.

Provisions about joint contract-holders

Adding a joint contract-holder (F+)

28.—(1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord(1), make that person a joint contract-holder under the contract.

(2) If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

Joint contract-holder ceasing to be a party to a contract — survivorship (F)

29.—(1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—

- (a) fully entitled to all the rights under this contract, and
- (b) liable to perform fully every obligation owed to the landlord under this contract.

(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.

(3) Nothing in paragraph (1) or (2) of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.

(4) This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

(1) Wrth ystyried cais i wneud person yn gyd-ddeiliad contract, o dan adran 84 o'r Ddeddf, "ni chaiff y landlord (a) gwrthod cydsyniad yn afresymol, na (b) cydsynio yn ddarostyngedig i amodau afresymol". Penderfynir ar yr hyn sy'n rhesymol gan roi sylw i Atodlen 6 i'r Ddeddf.

(1) When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a 'landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions'. What is reasonable is to be determined having regard to Schedule 6 to the Act.

Terfynu contract – cyffredinol

Terfynu a ganiateir etc. (F)

30.—(1) Ni chaniateir terfynu'r contract hwn ond yn unol ag—

- (a) telerau sylfaenol y contract hwn sy'n ymgorffori darpariaethau sylfaenol a nodir yn Rhan 9 o'r Ddeddf neu delerau eraill a gynhwysir yn y contract hwn yn unol â Rhan 9 a nodir yn nhelerau 30 i 33, 36 i 46 a theler 54(1), neu
 - (b) unrhyw ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru.
- (2) Nid oes dim yn y teler hwn yn effeithio ar—
- (a) unrhyw hawl sydd gan y landlord neu ddeiliad y contract i ddad-wneud y contract, na
 - (b) gweithrediad cyfraith llesteirio(2).

Terfynu drwy gytundeb (F+)

31.—(1) Os yw'r landlord a chithau yn cytuno i derfynu'r contract, daw'r contract hwn i ben—

- (a) pan fyddwch yn ildio meddiant o'r annedd yn unol â'r hyn yr ydych yn cytuno arno gyda'r landlord, neu
 - (b) os nad ydych yn ildio meddiant ac y gwneir contract meddiannaeth newydd i gymryd lle'r un gwreiddiol, yn union cyn dyddiad meddiannu'r contract meddiannaeth newydd.
- (2) Mae contract meddiannaeth yn gcontract meddiannaeth newydd sy'n cymryd lle'r un gwreiddiol—
- (a) os yw'n cael ei wneud mewn cysylltiad â'r un annedd (neu'r un annedd i raddau helaeth) â'r contract gwreiddiol, a
 - (b) os chi oedd deiliad y contract hefyd o dan y contract gwreiddiol.

Termination of contract – general

Permissible termination etc. (F)

30.—(1) This contract may be ended only in accordance with—

- (a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in terms 30 to 33, 36 to 46 and term 54(1), or
 - (b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- (2) Nothing in this term affects—
- (a) any right of the landlord or contract-holder to rescind the contract, or
 - (b) the operation of the law of frustration(2).

Termination by agreement (F+)

31.—(1) If the landlord and you agree to end this contract, this contract ends—

- (a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
 - (b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- (2) An occupation contract is a substitute contract if—
- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - (b) you were also the contract-holder under the original contract.

(1) Mae telerau sylfaenol y contract hwn, sy'n ymgorffori darpariaethau sylfaenol a nodir yn Rhan 9 o'r Ddeddf neu delerau eraill a gynhwysir yn y contract hwn yn unol â Rhan 9, yn cynnwys telerau 30 i 33, 36 i 46 a theler 54.

(2) Byddai cyfraith llesteirio yn gweithredu, er enghraifft, pan fo contract yn cael ei roi o'r neilltu oherwydd amgylchiad sy'n ei gwneud yn amhosibl cydymffurfio ag ef.

(1) The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 30 to 33, 36 to 46 and term 54.

(2) The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

Tor contract ymwrthodol ar ran landlord (F+)

32. Os yw'r landlord yn cyflawni tor contract ymwrthodol(1), a'ch bod yn ildio meddiant o'r annedd oherwydd y tor contract hwnnw, daw'r contract hwn i ben pan fyddwch yn ildio meddiant o'r annedd.

Marwolaeth unig ddeiliad contract (F)

33.—(1) Os mai chi yw unig ddeiliad y contract, daw'r contract hwn i ben—

- (a) mis ar ôl eich marwolaeth, neu
- (b) os yw'n gynharach, pan fydd y personau awdurdodedig yn hysbysu'r landlord am eich marwolaeth.

(2) Y personau awdurdodedig yw—

- (a) eich cynrychiolwyr personol, neu
- (b) y rheini sydd â chaniatâd i feddiannu'r annedd sy'n 18 oed a hŷn (os oes rhai) yn gweithredu gyda'i gilydd.

(3) Ni ddaw'r contract i ben os oes un neu ragor o bersonau yn gymwys i'ch olynu o dan adran 74 (personau sy'n gymwys i olynu) o'r Ddeddf.

(4) Ni ddaw'r contract hwn i ben os, ar eich marwolaeth, oes gorchymyn eiddo teuluol(2) yn cael effaith sy'n ei gwneud yn ofynnol i'r contract gael ei drosglwyddo i berson arall.

(5) Os, ar ôl eich marwolaeth, yw'r gorchymyn eiddo teuluol yn peidio â chael effaith ac os nad oes unrhyw berson yn gymwys i'ch olynu, daw'r contract i ben—

- (a) pan fydd y gorchymyn yn peidio â chael effaith, neu
- (b) os yw'n hwyrach, pan fyddai'r contract yn dod i ben o dan baragraff (1) o'r teler hwn.

Rhwymedigaethau deiliaid contract pan ddaw'r contract i ben (S)

34. Pan fyddwch yn gadael yr annedd pan ddaw'r contract hwn i ben, rhaid i chi—

- (a) symud o'r annedd yr holl eiddo sy'n berchen—
 - (i) i chi, neu

Repudiatory breach by landlord (F+)

32. If the landlord commits a repudiatory breach(1) of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

Death of a sole contract-holder (F)

33.—(1) If you are sole contract-holder, this contract ends—

- (a) one month after your death, or
- (b) if earlier, when the landlord is given notice of your death by the authorised persons.

(2) The authorised persons are—

- (a) your personal representatives, or
- (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

(4) The contract does not end if, at your death, a family property order(2) has effect which requires the contract to be transferred to another person.

(5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends—

- (a) when the order ceases to have effect, or
- (b) if later, at the time the contract would end under the paragraph (1) of this term.

Contract-holders' obligations at the end of the contract (S)

34. When you vacate the dwelling at the end of this contract, you must—

- (a) remove from the dwelling all property belonging—
 - (i) to you, or

(1) Byddai tor contract ymwrthodol yn dor contract gan y landlord sy'n ddigon difrifol i gyfiawnhau terfynu'r contract yn syth gennych chi, er enghraifft oherwydd camliwio twyllodrus gan y landlord. Yn y pen draw, y llys fyddai'n penderfynu, os oes anghydfod, a yw'r tor contract yn un ymwrthodol.

(2) Mae adran 251 o'r Ddeddf yn nodi ystyr "gorchymyn eiddo teuluol". Caiff llysoedd wneud sawl math o orchymyn i ddatrys yr hyn sy'n digwydd i'r cartref teuluol ar ôl ysgaru, gwahanu etc.

(1) A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

(2) Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

- (ii) i unrhyw feddiannydd a ganiateir nad oes ganddo'r hawl i barhau i feddiannu'r annedd,
- (b) dychwelyd unrhyw eiddo sy'n berchen i'r landlord i'r safle lle yr oedd ar y dyddiad meddiannu, ac
- (c) dychwelyd i'r landlord yr holl allweddi sy'n galluogi mynediad i'r annedd a ddaliwyd yn ystod cyfnod y contract gennyh chi neu gan unrhyw feddiannydd a ganiateir nad oes ganddo'r hawl i barhau i feddiannu'r annedd.

- (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
- (c) return to the landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

Ad-dalu rhent neu gydnabyddiaeth arall (S)

35. Rhaid i'r landlord ad-dalu i chi, o fewn cyfnod rhesymol o amser ar ôl i'r contract hwn ddod i ben, unrhyw rent a dalwyd ymlaen llaw neu gydnabyddiaeth arall sy'n ymwneud ag unrhyw gyfnod ar ôl y dyddiad y daw'r contract hwn i ben.

Repayment of rent or other consideration (S)

35. The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.

Terfynu gan ddeiliad y contract

Termination by contract-holder

Deiliad y contract yn terfynu'n fuan (F+)

Early termination by contract-holder (F+)

36.—(1) Cewch derfynu'r contract hwn unrhyw bryd cyn y cynharaf o'r canlynol—

36.—(1) You may end this contract at any time before the earlier of—

- (a) y landlord yn rhoi datganiad ysgrifenedig o'r contract hwn i chi o dan deler 49(1), neu
- (b) y dyddiad meddiannu.

- (a) the landlord giving you a written statement of this contract under term 49(1), or
- (b) the occupation date.

(2) Er mwyn terfynu'r contract hwn o dan baragraff (1) o'r teler hwn, rhaid i chi roi hysbysiad i'r landlord yn datgan eich bod yn terfynu'r contract hwn(1).

(2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract(1).

(3) Pan fyddwch yn rhoi'r hysbysiad i'r landlord, byddwch—

(3) On giving the notice to the landlord, you—

- (a) yn peidio â bod ag unrhyw atebolrwydd o dan y contract hwn, a
- (b) yn dod â'r hawl i gael unrhyw flaendal, rhent neu gydnabyddiaeth arall a roddwyd i'r landlord yn unol â'r contract hwn wedi ei ddychwelyd i chi.

- (a) cease to have any liability under this contract, and
- (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

Terfynu'r contract sydd â chyd-ddeiliaid contract (F+)

Termination of the contract with joint contract-holders (F+)

37. Os oes cyd-ddeiliaid contract o dan y contract hwn, ni ellir dod â'r contract i ben drwy weithred gan un neu ragor o gyd-ddeiliaid y contract yn gweithredu heb y cyd-ddeiliad contract arall neu'r cyd-ddeiliaid contract eraill.

37. If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

(1) Gweler teler 55 ynghylch rhoi hysbysiad.

(1) See term 55 regarding the giving of a notice.

Terfynu gan y landlord: hawliadau meddiant a hysbysiadau adennill meddiant

Hawliadau meddiant (F)

38. Ni chaiff y landlord wneud hawliad i'r llys i adennill meddiant o'r annedd oddi wrthych ("hawliad meddiant") ond yn yr amgylchiadau a amlinellir ym Mhenodau 3 a 7 o Ran 9 o'r Ddeddf a nodir yn nhelerau 40 i 45 a 54.

Hysbysiadau adennill meddiant

39.—(1) Mae'r teler hwn yn gymwys mewn perthynas â hysbysiad adennill meddiant y mae'n ofynnol i landlord ei roi i ddeiliad contract o dan unrhyw un neu ragor o'r telerau a ganlyn cyn gwneud hawliad meddiant—

- (a) teler 41 (mewn perthynas â thor contract gan ddeiliad contract);
- (b) teler 43 (mewn perthynas â seiliau rheoli ystad);
- (c) teler 45 (mewn perthynas ag ôl-ddyledion rhent difrifol).

(2) Rhaid i'r hysbysiad (yn ogystal â phennu'r sail ar gyfer gwneud yr hawliad)—

- (a) datgan bwriad y landlord i wneud hawliad meddiant,
- (b) rhoi manylion y sail ar gyfer ceisio meddiant, ac
- (c) datgan ar ôl pa ddyddiad y gall y landlord wneud hawliad meddiant.

Terfynu gan y landlord: seiliau ar gyfer gwneud hawliad meddiant

Tor contract (F+)

40.—(1) Os ydych yn cyflawni tor contract, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae adran 209 o'r Ddeddf yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar y sail honno oni bai ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10 i'r Ddeddf).

Cyfyngiadau ar wneud hawliad meddiant mewn perthynas â thor contract (F+)

41.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 40, rhaid i'r landlord roi hysbysiad adennill meddiant i chi sy'n pennu'r sail honno.

Termination by the landlord: possession claims and possession notices

Possession claims (F)

38. The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 40 to 45 and 54.

Possession notices

39.—(1) This term applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim—

- (a) term 41 (in relation to a breach of contract by a contract-holder);
- (b) term 43 (in relation to estate management grounds);
- (c) term 45 (in relation to serious rent arrears).

(2) The notice must (in addition to specifying the ground on which the claim will be made)—

- (a) state the landlord's intention to make a possession claim,
- (b) give particulars of the ground for seeking possession, and
- (c) state the date after which the landlord is able to make a possession claim.

Termination by the landlord: grounds for making a possession claim

Breach of contract (F+)

40.—(1) If you breach this contract, the landlord may on that ground make a possession claim.

(2) Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

Restrictions on making a possession claim in relation to a breach of contract (F+)

41.—(1) Before making a possession claim on the ground in term 40, the landlord must give you a possession notice specifying that ground.

(2) Caiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri teler 6 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall) ar neu ar ôl y diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i chi sy'n pennu bod y teler hwnnw wedi ei dorri.

(3) Ni chaiff y landlord wneud hawliad meddiant gan ddibynnu ar dorri unrhyw deler arall yn y contract hwn cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi hysbysiad adennill meddiant i chi sy'n pennu bod y teler hwnnw wedi ei dorri.

(4) Yn y naill achos a'r llall, ni chaiff y landlord wneud hawliad meddiant ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi.

Seiliau rheoli ystad (F+)

42.—(1) Caiff y landlord wneud hawliad meddiant ar un neu ragor o'r seiliau rheoli ystad.

(2) Mae'r seiliau rheoli ystad (sydd wedi eu nodi yn Rhan 1 o Atodlen 8 i'r Ddeddf) wedi eu cynnwys yn yr Atodiad i'r contract hwn.

(3) Mae adran 210 o'r Ddeddf yn darparu na chaiff y llys wneud gorchymyn adennill meddiant ar sail rheoli ystad oni bai—

- (a) ei fod yn ystyried ei bod yn rhesymol gwneud hynny (ac mae rhesymoldeb i'w benderfynu yn unol ag Atodlen 10 i'r Ddeddf), a
- (b) ei fod yn fodlon bod llety arall addas (mae'r hyn sy'n addas i'w benderfynu yn unol ag Atodlen 11 i'r Ddeddf) ar gael i chi (neu y bydd ar gael i chi pan fydd y gorchymyn yn cael effaith).

(4) Os yw'r llys yn gwneud gorchymyn adennill meddiant ar sail rheoli ystad (ac nid ar unrhyw sail arall), rhaid i'r landlord dalu i chi swm cyfwerth â'r treuliau rhesymol yr ydych yn debygol o fynd iddynt wrth symud o'r annedd.

(5) Nid yw paragraff (4) o'r teler hwn yn gymwys os yw'r llys yn gwneud gorchymyn adennill meddiant ar Sail A neu B (y seiliau ailddatblygu) o'r seiliau rheoli ystad (ac nid ar unrhyw sail arall).

Cyfyngiadau ar wneud hawliad meddiant o dan deler 42 (seiliau rheoli ystad) (F+)

43.—(1) Cyn gwneud hawliad meddiant ar sail rheoli ystad, rhaid i'r landlord roi hysbysiad adennill meddiant i chi sy'n pennu'r sail honno.

(2) Ni chaiff y landlord wneud yr hawliad—

(2) The landlord may make a possession claim in reliance on a breach of term 6 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

(3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

(4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

Estate management grounds (F+)

42.—(1) The landlord may make a possession claim on one or more of the estate management grounds.

(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.

(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless—

- (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
- (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

(4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.

(5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under term 42 (estate management grounds) (F+)

43.—(1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim—

- (a) cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi, na
- (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

(3) Os yw cynllun ailddatblygu yn cael ei gymeradwyo o dan Ran 2 o Atodlen 8 i'r Ddeddf⁽¹⁾ yn ddarostyngedig i amodau, caiff y landlord roi hysbysiad adennill meddiant i chi sy'n pennu Sail B o'r seiliau rheoli ystad cyn bod yr amodau wedi eu bodloni.

(4) Ni chaiff y landlord roi hysbysiad adennill meddiant i chi sy'n pennu Sail G o'r seiliau rheoli ystad (dim angen y llety ar olynnydd)—

- (a) cyn diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth y landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod am farwolaeth y deiliad contract blaenorol, neu
- (b) ar ôl diwedd y cyfnod o ddeuddeng mis sy'n dechrau â'r diwrnod hwnnw.

(5) Ni chaiff y landlord roi hysbysiad adennill meddiant sy'n pennu Sail H o'r seiliau rheoli ystad (cyd-ddeiliad contract yn gadael) i chi ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod y daeth hawliau a rhwymedigaethau cyd-ddeiliad y contract i ben o dan y contract hwn.

Ôl-ddyledion rhent difrifol (F+)

44.—(1) Os oes gennych ôl-ddyledion rhent difrifol, caiff y landlord wneud hawliad meddiant ar y sail honno.

(2) Mae gennych ôl-ddyledion rhent difrifol—

- (a) pan fo'r cyfnod rhentu yn wythnos, yn bythefnos neu'n bedair wythnos, os oes o leiaf wyth wythnos o rent heb ei dalu;
- (b) pan fo'r cyfnod rhentu yn fis, os oes o leiaf ddau fis o rent heb ei dalu;
- (c) pan fo'r cyfnod rhentu yn chwarter, os oes rhent o leiaf un chwarter dros dri mis yn hwyr;
- (d) pan fo'r cyfnod rhentu yn flwyddyn, os oes o leiaf 25% o'r rhent dros dri mis yn hwyr.

- (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
- (b) after the end of the period of six months starting with that day.

(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act⁽¹⁾ subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

(4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor)—

- (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
- (b) after the end of the period of twelve months starting with that day.

(5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

Serious rent arrears (F+)

44.—(1) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

(2) You are seriously in arrears with your rent—

- (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- (b) where the rental period is a month, if at least two months' rent is unpaid;
- (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
- (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

⁽¹⁾ Mae Rhan 2 o Atodlen 8 i'r Ddeddf yn darparu y caiff Gweinidogion Cymru gymeradwyo cynlluniau ailddatblygu at ddibenion Sail B o'r seiliau rheoli ystad (a nodir yn yr Atodiad i'r contract hwn).

⁽¹⁾ Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

(3) Mae adran 216 o'r Ddeddf yn darparu bod rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail eich hawliau Confensiwn)(1) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod gennych—

- (a) ôl-ddyledion rhent difrifol ar y diwrnod y rhoddodd y landlord yr hysbysiad adennill meddiant i chi, a
- (b) ôl-ddyledion rhent difrifol ar y diwrnod y mae'r llys yn gwrando'r achos ar yr hawliad meddiant.

Cyfyngiadau ar wneud hawliad meddiant o dan deler 44 (ôl-ddyledion rhent difrifol) (F+)

45.—(1) Cyn gwneud hawliad meddiant ar y sail yn nheler 44, rhaid i'r landlord roi hysbysiad adennill meddiant sy'n pennu'r sail honno i chi.

(2) Ni chaiff y landlord wneud yr hawliad—

- (a) cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i chi, na
- (b) ar ôl diwedd y cyfnod o chwe mis sy'n dechrau â'r diwrnod hwnnw.

Gorchymyn adennill meddiant gan y llys

Effaith gorchymyn adennill meddiant (F+)

46.—(1) Os yw'r llys yn gwneud gorchymyn sy'n ei gwneud yn ofynnol i chi ildio meddiant o'r annedd ar ddyddiad a bennir yn y gorchymyn, daw'r contract hwn i ben—

- (a) os ydych yn ildio meddiant o'r annedd ar y dyddiad hwnnw, neu cyn hynny, ar y dyddiad hwnnw,
- (b) os ydych yn ildio meddiant o'r annedd ar ôl y dyddiad hwnnw ond cyn gweithredu'r gorchymyn adennill meddiant, ar y diwrnod yr ydych yn ildio meddiant o'r annedd, neu
- (c) os nad ydych yn ildio meddiant o'r annedd cyn gweithredu'r gorchymyn adennill meddiant, pan weithredir y gorchymyn adennill meddiant.

(2) Mae paragraff (3) o'r telor hwn yn gymwys—

- (a) os yw'n amod o'r gorchymyn fod rhaid i'r landlord gynnig contract newydd mewn cysylltiad â'r un annedd i un neu ragor o'r cyd-ddeiliaid contract (ond nid pob un ohonynt), a

(3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights)(1) make an order for possession of the dwelling if it is satisfied that you—

- (a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and
- (b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

Restrictions on making a possession claim under term 44 (serious rent arrears) (F+)

45.—(1) Before making a possession claim on the ground in term 44, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim—

- (a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
- (b) after the end of the period of six months starting with that day.

Court's Order for possession

Effect of order for possession (F+)

46.—(1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends—

- (a) if you give up possession of the dwelling on or before that date, on that date,
- (b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
- (c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

(2) Paragraph (3) of this term applies if—

- (a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and

(1) Ystyr "hawliau Confensiwn" yw hawliau a ddelir o dan y Confensiwn Ewropeaidd ar Hawliau Dynol, a ymgorfforwyd mewn cyfraith ddomestig gan Ddeddf Hawliau Dynol 1998 (p. 42).

(1) "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998 (c. 42).

(b) os yw'r cyd-ddeiliad contract hwnnw (neu'r cyd-ddeiliaid contract hynny) yn parhau i feddiannu'r annedd ar ddyddiad meddiannu'r contract newydd ac ar ôl hynny.

(3) Daw'r contract hwn i ben yn union cyn dyddiad meddiannu'r contract newydd.

Amrywio

Amrywio (F – ac eithrio 47(1)(a) sy'n F+)

47.—(1) Ni chaniateir amrywio'r contract hwn ac eithrio—

- (a) drwy gytundeb rhyngoch chi a'r landlord, neu
- (b) drwy neu o ganlyniad i ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru.

(2) Rhaid i unrhyw amrywiad a wneir i'r contract hwn (ac eithrio drwy neu o ganlyniad i ddeddfiad) fod yn unol â theler 48.

Cyfyngiad ar amrywio (F)

48.—(1) Ni chaniateir amrywio telerau sylfaenol y contract hwn a nodir ym mharagraff (2) o'r telerau hwn (ac eithrio drwy neu o ganlyniad i ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru).

(2) Mae paragraff (1) o'r telerau hwn yn gymwys i'r telerau sylfaenol a ganlyn—

- (a) telerau 5 (gofyniad i ddefnyddio cynllun blaendal),
- (b) telerau 6 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall),
- (c) telerau 29 (cyd-ddeiliaid contract yn peidio â bod yn barti i'r contract meddiannaeth),
- (d) telerau 30 (terfynu a ganiateir),
- (e) telerau 33 (marwolaeth unig ddeiliad contract),
- (f) telerau 38 (hawliadau meddiant),
- (g) telerau 47(1)(b) a (2),
- (h) y telerau hwn, ac
- (i) telerau 54 (datganiad ffug – darbwyllo'r landlord i wneud contract i'w drin fel tor contract).

(3) Nid yw amrywiad i unrhyw delerau sylfaenol arall (ac eithrio drwy neu o ganlyniad i ddeddfiad megis Deddf gan Senedd Cymru neu Ddeddf gan Senedd y Deyrnas Unedig neu reoliadau a wneir gan Weinidogion Cymru) yn cael unrhyw effaith—

(b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

(3) This contract ends immediately before the occupation date of the new contract.

Variation

Variation (F – except 47(1)(a) which is F+)

47.—(1) This contract may not be varied except—

- (a) by agreement between you and the landlord, or
- (b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 48.

Limitation on variation (F)

48.—(1) The fundamental terms of this contract set out in paragraph (2) of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(2) The fundamental terms to which paragraph (1) of this term applies are—

- (a) term 5 (requirement to use deposit scheme),
- (b) term 6 (anti-social behaviour and other prohibited conduct),
- (c) term 29 (joint contract-holder ceasing to be a party to the occupation contract),
- (d) term 30 (permissible termination),
- (e) term 33 (death of sole contract-holder),
- (f) term 38 (possession claims),
- (g) term 47(1)(b) and (2),
- (h) this term, and
- (i) term 54 (false statement inducing - landlord to make contract to be treated as breach of conduct).

(3) A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect—

- (a) oni bai, o ganlyniad i'r amrywiad—
- (i) bod y ddarpariaeth sylfaenol(1) y mae'r telor yn ei hymgorffori wedi ei hymgorffori heb ei haddasu, neu
 - (ii) nad yw'r ddarpariaeth sylfaenol y mae'r telor yn ei hymgorffori wedi ei hymgorffori neu ei bod wedi ei hymgorffori ynghyd ag addasiadau iddi, effaith hyn yw bod eich sefyllfa yn gwella;
- (b) pe byddai'r amrywiad (boed o fewn paragraff (3)(a) o'r telor hwn ai peidio) yn golygu bod y telor sylfaenol yn anghydnaws â thelor sylfaenol a nodir ym mharagraff (2) o'r telor hwn.

(4) Nid yw amrywiad i un o delerau'r contract hwn yn cael unrhyw effaith pe byddai'n golygu bod un neu ragor o delerau'r contract hwn yn anghydnaws â thelor sylfaenol (oni bai yr amrywir y telor sylfaenol hwnnw hefyd yn unol â'r telor hwn mewn ffordd a fyddai'n osgoi'r anghydnawsedd).

(5) Nid yw paragraff (4) o'r telor hwn yn gymwys i amrywiad a wneir drwy neu o ganlyniad i ddeddfiad.

Datganiadau ysgrifenedig a darparu gwybodaeth

Datganiadau ysgrifenedig (F+)

49.—(1) Rhaid i'r landlord roi datganiad ysgrifenedig o'r contract hwn i chi cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad meddiannu.

(2) Os yw deiliad y contract o dan y contract hwn yn newid, rhaid i'r landlord roi datganiad ysgrifenedig o'r contract hwn i ddeiliad newydd y contract cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau—

- (a) â'r diwrnod y mae deiliad y contract yn newid, neu
- (b) os yw'n hwyrach, â'r diwrnod y daw'r landlord (neu yn achos cyd-landlordiaid, unrhyw un ohonynt) i wybod bod deiliad y contract wedi newid.

(3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan baragraff (1) neu (2) o'r telor hwn.

(4) Cewch ofyn am ddatganiad ysgrifenedig pellach o'r contract hwn unrhyw bryd.

(1) Mae adrannau 18 a 19 o'r Ddeddf yn egluro bod "darpariaethau sylfaenol" yn ddarpariaethau o'r Ddeddf sydd, pan ymgorfforir hwy mewn contract meddiannaeth (gydag addasiadau neu hebddynt) yn cael eu galw'n "telerau sylfaenol".

- (a) unless as a result of the variation—
- (i) the fundamental provision(1) which the term incorporates is incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;
- (b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term.

(4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information

Written statements (F+)

49.—(1) The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with—

- (a) the day on which the identity of the contract-holder changes, or
- (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

(4) You may request a further written statement of this contract at any time.

(1) Sections 18 and 19 of the Act explain that "fundamental provisions" are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as "fundamental terms".

(5) Caiff y landlord godi ffi resymol am ddarparu datganiad ysgrifenedig pellach.

(6) Rhaid i'r landlord roi'r datganiad ysgrifenedig pellach i chi cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau—

- (a) â'r diwrnod y gwneir y cais, neu
- (b) os yw'r landlord yn codi ffi, â'r diwrnod rydych yn talu'r ffi.

Datganiad ysgrifenedig yn cofnodi amrywiad (F+)

50.—(1) Os yw'r contract hwn yn cael ei amrywio rhaid i'r landlord, cyn diwedd y cyfnod perthnasol, roi i chi—

- (a) datganiad ysgrifenedig o'r telor neu'r telerau sy'n cael ei amrywio neu eu hamrywio, neu
- (b) datganiad ysgrifenedig o'r contract hwn fel y'i hamrywiwyd.

(2) Y cyfnod perthnasol yw'r cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod yr amrywir y contract hwn.

(3) Ni chaiff y landlord godi ffi am ddarparu datganiad ysgrifenedig o dan baragraff (1) o'r telor hwn.

Y landlord yn darparu gwybodaeth am y landlord (F+)

51.—(1) Rhaid i'r landlord eich hysbysu am gyfeiriad y cewch anfon dogfennau a fwriedir ar gyfer y landlord iddo, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad meddiannu.

(2) Os yw'r landlord yn newid, rhaid i'r landlord newydd roi hysbysiad i chi bod y landlord wedi newid a'ch hysbysu am gyfeiriad y gallwch anfon dogfennau a fwriedir ar gyfer y landlord newydd iddo, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r landlord yn newid.

(3) Os yw'r cyfeiriad y cewch anfon dogfennau a fwriedir ar gyfer y landlord iddo yn newid, rhaid i'r landlord eich hysbysu am y cyfeiriad newydd, a hynny cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'r cyfeiriad yn newid.

Digolledu am dorri telor 51 (F+)

52.—(1) Os yw'r landlord wedi methu â chydymffurfio â rhwymedigaeth o dan deler 51, mae'r landlord yn atebol i dalu tâl digolledu i chi o dan adran 87 o'r Ddeddf.

(5) The landlord may charge a reasonable fee for providing a further written statement.

(6) The landlord must give you the further written statement before the end of the period of 14 days starting with—

- (a) the day of the request, or
- (b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)

50.—(1) If this contract is varied the landlord must, before the end of the relevant period, give you—

- (a) a written statement of the term or terms varied, or
- (b) a written statement of this contract as varied.

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

Provision of information by landlord about the landlord (F+)

51.—(1) The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.

(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 51 (F+)

52.—(1) If the landlord fails to comply with an obligation under term 51, the landlord is liable to pay you compensation under section 87 of the Act.

(2) Mae'r tâl digolledu yn daladwy mewn cysylltiad â'r dyddiad perthnasol a phob diwrnod ar ôl y dyddiad perthnasol—

- (a) hyd y diwrnod y mae'r landlord yn rhoi'r hysbysiad o dan sylw, neu
- (b) os yw'n gynharach, hyd ddiwrnod olaf y cyfnod o ddau fis sy'n dechrau â'r dyddiad perthnasol.

(3) Mae llog yn daladwy ar y tâl digolledu os yw'r landlord wedi methu â rhoi'r hysbysiad i chi ar y diwrnod y cyfeirir ato ym mharagraff (2)(b) o'r teler hwn neu cyn hynny.

(4) Mae'r llog yn dechrau cronni ar y diwrnod y cyfeirir ato ym mharagraff (2)(b) o'r teler hwn, ar y raddfa sy'n bodoli o dan adran 6 o Ddeddf Talu Dyledion Masnachol yn Hwyr (Llog) 1998(1) ar ddiwedd y diwrnod hwnnw.

(5) Y dyddiad perthnasol yw diwrnod cyntaf y cyfnod yr oedd yn ofynnol i'r landlord roi'r hysbysiad cyn iddo ddod i ben.

Rhestr eiddo (S)

53.—(1) Rhaid i'r landlord ddarparu rhestr eiddo mewn perthynas â'r annedd i chi yn ddim hwyrach na'r dyddiad erbyn pryd y mae rhaid i'r landlord ddarparu'r datganiad ysgrifenedig o'r contract hwn i chi yn unol â theler 49.

(2) Rhaid i'r rhestr eiddo nodi cynnwys yr annedd, gan gynnwys yr holl osodiadau a ffitiadau a rhaid iddi ddisgrifio eu cyflwr fel yr oedd ar y dyddiad meddiannu.

(3) Os byddwch yn anghytuno â'r wybodaeth yn y rhestr eiddo, cewch ddarparu sylwadau i'r landlord.

(4) Pan na fo'r landlord yn cael sylwadau o fewn 14 o ddiwrnodau, bernir bod y rhestr eiddo yn gywir.

(5) Pan fo'r landlord yn cael sylwadau o fewn 14 o ddiwrnodau, rhaid i'r landlord naill ai—

- (a) diwygio'r rhestr eiddo yn unol â'r sylwadau hynny ac anfon y rhestr eiddo ddiwygiedig atoch, neu
- (b) eich hysbysu na chytunir â'r sylwadau, ac ailanfon y rhestr eiddo wreiddiol atoch, gyda'r sylwadau wedi eu hatodi i gopi o'r rhestr eiddo, neu
- (c) diwygio'r rhestr eiddo yn unol â rhai o'r sylwadau ac anfon y rhestr eiddo ddiwygiedig atoch, ynghyd â chofnod o'r sylwadau na chytunwyd arnynt.

(2) The compensation is payable in respect of the relevant date and every day after the relevant date until—

- (a) the day on which the landlord gives the notice in question, or
- (b) if earlier, the last day of the period of two months starting with the relevant date.

(3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998(1) at the end of that day.

(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

Inventory (S)

53.—(1) The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 49.

(2) The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

(3) If you disagree with the information within the inventory, you may provide comments to the landlord.

(4) Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.

(5) Where comments are received by the landlord within 14 days, the landlord must either—

- (a) amend the inventory in accordance with those comments and send the amended inventory to you, or
- (b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or
- (c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

(1) 1998 p. 20.

(1) 1998 c. 20.

Materion eraill

Datganiad ffug sy'n darbwyllo'r landlord i wneud contract i'w drin fel tor contract (F)

54.—(1) Os yw'r landlord yn cael ei ddarbwylllo i wneud y contract hwn drwy ddatganiad ffug perthnasol—

- (a) rydych i'ch trin fel pe baech wedi torri'r contract hwn, a
- (b) caiff y landlord, felly, wneud hawliad meddiant ar y sail yn nheler 40 (tor contract).

(2) Datganiad ffug perthnasol yw datganiad ffug sy'n cael ei wneud yn fwriadol neu'n fyrbwyll—

- (a) gennyh chi, neu
- (b) gan berson arall sy'n gweithredu ar eich symbyliad.

Ffurf hysbysiadau etc. (F+)

55.—(1) Rhaid i unrhyw hysbysiad, datganiad neu ddogfen arall y mae'n ofynnol neu yr awdurdodir ei roi neu ei wneud, neu ei rhoi neu ei gwneud, gan y contract meddiannaeth hwn, fod mewn ysgrifen.

(2) Mae adrannau 236(1) a 237 o'r Ddeddf yn gwneud darpariaeth bellach ynghylch ffurf hysbysiadau a dogfennau eraill, ac ynghylch sut i ddanfôn neu roi fel arall ddogfen y mae'n ofynnol neu yr awdurdodir ei rhoi i berson gan y Ddeddf honno neu o'i herwydd.

Rhoi hysbysiadau etc. i'r landlord (S)

56. Rhaid i chi—

- (a) cadw'n ddiogel unrhyw hysbysiadau, gorchmynion neu ddogfennau eraill sy'n cael eu danfôn i'r annedd wedi eu cyfeirio at y landlord yn benodol neu'r perchennog yn gyffredinol, a
- (b) cyn gynted ag y bo'n rhesymol ymarferol, roi'r copiâu gwreiddiol o unrhyw hysbysiadau, gorchmynion neu ddogfennau eraill o'r fath i'r landlord.

Other matters

False statement inducing landlord to make contract to be treated as breach of conduct (F)

54.—(1) If the landlord is induced to make this contract by means of a relevant false statement—

- (a) you are to be treated as being in breach of this contract, and
- (b) the landlord may accordingly make a possession claim on the ground in term 40 (breach of contract).

(2) A relevant false statement is one which if it is made knowingly or recklessly by—

- (a) you, or
- (b) another person acting at your instigation.

Forms of notices etc. (F+)

55.—(1) Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.

(2) Sections 236(1) and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

Passing notices etc. to the landlord (S)

56. You must—

- (a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
- (b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

(1) Mae adran 236 o'r Ddeddf yn darparu y caiff Gweinidogion Cymru ragnodi ffurf yr hysbysiad neu ddogfen arall. Pan fo ffurf hysbysiad neu ddogfen wedi ei rhagnodi, bydd y rhain ar gael ar wefan Llywodraeth Cymru.

(1) Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

SEILIAU RHEOLI YSTAD(1)

SEILIAU AILDDATBLYGU

Sail A (gwaith adeiladu)

1. Mae'r landlord yn bwriadu, o fewn cyfnod rhesymol o adennill meddiant o'r annedd—

- (a) dymchwel neu ailadeiladu'r adeilad neu ran o'r adeilad sy'n cynnwys yr annedd, neu
- (b) gwneud gwaith ar yr adeilad hwnnw neu ar dir sy'n cael ei drin fel rhan o'r annedd, ac ni all wneud hynny'n rhesymol heb adennill meddiant o'r annedd.

Sail B (cynlluniau ailddatblygu)

2.—(1) Mae'r sail hon yn codi os yw'r annedd yn bodloni'r amod cyntaf neu'r ail amod.

(2) Yr amod cyntaf yw bod yr annedd mewn ardal sy'n ddarostyngedig i gynllun ailddatblygu a gymeradwywyd yn unol â Rhan 2 o Atodlen 8 i'r Ddeddf, a bod y landlord yn bwriadu gwaredu'r annedd yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant.

(3) Yr ail amod yw bod rhan o'r annedd mewn ardal o'r fath a bod y landlord yn bwriadu gwaredu'r rhan honno yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl adennill meddiant, a'i bod yn rhesymol i feddiant o'r annedd fod yn ofynnol ganddo at y diben hwnnw.

SEILIAU LLETY ARBENNIG

Sail C (elusennau)

3.—(1) Mae'r landlord yn elusen a byddai'r ffaith bod deiliad y contract yn parhau i feddiannu'r annedd yn gwrthdaro ag amcanion yr elusen.

(2) Ond nid yw'r sail hon ar gael i'r landlord ("L") oni bai, ar yr adeg y gwnaed y contract ac ar bob adeg wedi hynny, bod y person yn safle'r landlord (boed L neu berson arall) yn elusen.

(3) Yn y paragraff hwn, mae i "elusen" yr un ystyr â "charity" yn Neddf Elusennau 2011(2) (gweler adran 1 o'r Ddeddf honno).

ESTATE MANAGEMENT GROUNDS(1)

REDEVELOPMENT GROUNDS

Ground A (building works)

1. The landlord intends, within a reasonable time of obtaining possession of the dwelling—

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

2.—(1) This ground arises if the dwelling satisfies the first condition or the second condition.

(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

(3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

3.—(1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

(2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

(3) In this paragraph, "charity" has the same meaning as in the Charities Act 2011(2) (see section 1 of that Act).

(1) Mae'r Atodiad hwn yn atgynhyrchu'r darpariaethau yn Rhan 1 o Atodlen 8 i'r Ddeddf gydag unrhyw ddiwygiadau sy'n briodol mewn perthynas â chontract meddiannaeth safonol cyfnodol.

(2) 2011 p. 25.

(1) This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

(2) 2011 c. 25.

Sail D (annedd sy'n addas i bobl anabl)

4. Mae'r annedd yn cynnwys nodweddion sy'n sylweddol wahanol i'r rheini a geir mewn anheddau cyffredin ac sydd wedi eu cynllunio i'w gwneud yn addas i'w meddiannu gan berson sydd ag anabledau corfforol ac sydd angen llety o fath a ddarperir gan yr annedd ac—

- (a) nid oes mwyach berson o'r fath yn byw yn yr annedd, a
- (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o'r fath (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

Sail E (cymdeithasau tai ac ymddiriedolaethau tai: pobl y mae'n anodd eu cartrefu)

5.—(1) Mae'r landlord yn gymdeithas dai neu'n ymddiriedolaeth dai sy'n darparu anheddau sydd ond ar gyfer eu meddiannu (boed ar eu pen eu hunain neu gydag eraill) gan bobl y mae'n anodd eu cartrefu, ac—

- (a) naill ai nid oes person o'r fath yn byw yn yr annedd mwyach neu mae awdurdod tai lleol wedi cynnig yr hawl i ddeiliad y contract feddiannu annedd arall o dan gontract diogel, a
- (b) mae ei hangen ar y landlord ar gyfer ei meddiannu gan berson o'r fath (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

(2) Mae person yn anodd ei gartrefu os yw amgylchiadau'r person hwnnw (ac eithrio ei amgylchiadau ariannol) yn ei gwneud yn arbennig o anodd iddo fodloni ei angen am gartref.

Sail F (grwpiau o anheddau ar gyfer pobl sydd ag anghenion arbennig)

6. Mae'r annedd yn ffurfio rhan o grŵp o anheddau y mae'n arfer gan y landlord eu cynnig i'w meddiannu gan bersonau sydd ag anghenion arbennig ac—

- (a) mae gwasanaeth cymdeithasol neu gyfleuster arbennig yn cael ei ddarparu yn agos at y grŵp o anheddau er mwyn cynorthwyo personau sydd â'r anghenion arbennig hynny,
- (b) nid oes person sydd â'r anghenion arbennig hynny yn byw yn yr annedd mwyach, ac
- (c) mae angen yr annedd ar y landlord ar gyfer ei meddiannu gan berson sydd â'r anghenion arbennig hynny (boed ar ei ben ei hun neu gydag aelodau o deulu'r person hwnnw).

Ground D (dwelling suitable for disabled people)

4. The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—

- (a) there is no longer such a person living in the dwelling, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

5.—(1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—

- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

6. The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—

- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
- (b) there is no longer a person with those special needs living in the dwelling, and
- (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

SEILIAU TANFEDDIANNAETH

Sail G (olynwyr wrth gefn)

7. Mae deiliad y contract wedi olynu i'r contract meddiannaeth o dan adran 73 o'r Ddeddf fel olynnydd wrth gefn (gweler adrannau 76 a 77 o'r Ddeddf), ac mae'r llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad y contract.

Sail H (cyd-ddeiliaid contract)

8.—(1) Mae'r sail hon yn codi os bodlonir yr amod cyntaf a'r ail amod.

(2) Yr amod cyntaf yw bod hawliau a rhwymedigaethau cyd-ddeiliad contract o dan y contract wedi eu terfynu yn unol ag—

- (a) adran 138 (tynnu'n ôl) o'r Ddeddf, neu
- (b) adran 225, 227 neu 230 (gwahardd) o'r Ddeddf.

(3) Yr ail amod yw—

- (a) bod y llety yn yr annedd yn fwy helaeth na'r hyn sydd ei angen yn rhesymol ar ddeiliad (neu ddeiliaid) y contract sy'n weddill, neu
- (b) pan fo'r landlord yn landlord cymunedol, nad yw deiliad (neu ddeiliaid) y contract sy'n weddill yn bodloni meini prawf y landlord ar gyfer dyrannu llety tai.

RHESYMAU RHEOLI YSTAD ERAILL

Sail I (rhesymau rheoli ystad eraill)

9.—(1) Mae'r sail hon yn codi pan fo'n ddymunol i'r landlord adennill meddiant o'r annedd am ryw reswm rheoli ystad sylweddol arall.

(2) Caiff rheswm rheoli ystad, yn benodol, ymwneud ag—

- (a) yr annedd i gyd neu ran ohoni, neu
- (b) unrhyw fangre arall sydd gan y landlord y mae'r annedd yn gysylltiedig â hi, boed oherwydd agosrwydd neu oherwydd y dibenion y'i defnyddir ar eu cyfer, neu mewn unrhyw ffordd arall.

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UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

7. The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

8.—(1) This ground arises if the first condition and the second condition are met.

(2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

- (a) section 138 (withdrawal) of the Act, or
- (b) section 225, 227 or 230 (exclusion) of the Act.

(3) The second condition is that—

- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

9.—(1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

(2) An estate management reason may, in particular, relate to—

- (a) all or part of the dwelling, or
- (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

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