

HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 3 Chwefror 2021
Tabled on 3 February 2021

Bil Rhentu Cartrefi (Diwygio) (Cymru) Renting Homes (Amendment) (Wales) Bill

Laura Anne Jones 47

Section 8, page 5, line 14, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the section 173 notice is withdrawn'.

Adran 8, tudalen 5, llinell 15, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad adran 173 wedi ei dynnu'n ôl'.

Laura Anne Jones 48

Section 8, page 5, line 18, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the section 173 notice is withdrawn'.

Adran 8, tudalen 5, llinell 19, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad adran 173 wedi ei dynnu'n ôl'.

Laura Anne Jones 49

Section 8, page 5, line 26, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the notice under the landlord's break clause is withdrawn'.

Adran 8, tudalen 5, llinell 27, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad o dan gymal terfynu'r landlord wedi ei dynnu'n ôl'.

Laura Anne Jones 50

Section 8, page 5, line 30, leave out 'further notice to the contract-holder' and insert 'the contract-holder a notice that the notice under the landlord's break clause is withdrawn'.

Adran 8, tudalen 5, llinell 31, hepgorer 'pellach i ddeiliad y contract' a mewnosoder 'i ddeiliad y contract fod yr hysbysiad o dan gymal terfynu'r landlord wedi ei dynnu'n ôl'.



Laura Anne Jones

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Page 7, after line 31, insert a new section –

'Mandatory grounds for possession

[] **Standard contracts: mandatory grounds for repossession**

- (1) The 2016 Act is amended as follows.
- (2) After section 182 insert –

"182A Periodic standard contracts: mandatory repossession grounds

- (1) The landlord under a periodic standard contract may make a possession claim on one or more of the repossession grounds.
- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by this amendment*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds are made out.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

182B Restrictions on section 182A

- (1) Before making a possession claim on the ground in section 182A the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim –
 - (a) where the notice specifies Ground A or Ground B in Schedule [*Schedule to be inserted by this amendment*], and no other Ground, before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice;
 - (b) where the notice specifies Ground C or Ground D of Schedule [*Schedule to be inserted by this amendment*], before the end of the period of 1 month starting with the day on which the landlord gives the contract-holder the possession notice.
- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts."
- (3) After section 188 of the 2016 Act insert –

"188A Fixed term standard contracts: mandatory repossession grounds

- (1) The landlord under a fixed term standard contract may make a possession claim on one or more of the repossession grounds.



- (2) The repossession grounds are set out in Schedule [*Schedule to be inserted by this amendment*].
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that one or more of the repossession grounds are made out.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

188B Restrictions on section 188A

- (1) Before making a possession claim on the ground in section 188A the landlord must give the contract-holder a possession notice specifying that ground.
 - (2) The landlord may not make the claim –
 - (a) where the notice specifies Ground A or Ground B in Schedule [*Schedule to be inserted by this amendment*], and no other Ground, before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice;
 - (b) where the notice specifies Ground C or Ground D of Schedule [*Schedule to be inserted by this amendment*], before the end of the period of 1 month starting with the day on which the landlord gives the contract-holder the possession notice.
 - (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts."
- (4) In section 204 (possession claims), in subsection (1)(a) –
 - (a) after sub-paragraph (viii) insert –

“() section 182B (restriction on making a possession claim under a periodic standard contract on repossession grounds),”;
 - (b) after sub-paragraph (x) insert –

“() section 188B (restriction on making a possession claim under a fixed term standard contract on repossession grounds),”.
 - (5) In section 205 (orders for possession) in subsection (1) –
 - (a) after paragraph (f) insert –

“() section 182A (repossession grounds: periodic standard contracts),”;
 - (b) after paragraph (h) insert –

“() section 188A (repossession grounds: fixed term standard contracts),”.



(6) After section 216 of the 2016 Act insert –

“216A Repossession grounds

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 182A or 188A (repossession claims).
- (2) If the court is satisfied that one or more of the repossession grounds are made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).”

(7) After Schedule 8 of the 2016 Act insert –

“SCHEDULE 8ZA
(to be introduced by Section 182A)

REPOSESSION GROUNDS

Ground A (intention to sell)

- 1 The landlord intends to sell the dwelling.

Ground B (intention to live in the dwelling)

- 2 (1) The landlord intends to live in the dwelling.
- (2) A member of the landlord’s family (within the meaning of section 250) intends to live in the dwelling as his or her main home for at least 3 months.

Ground C (Anti-social behaviour and prohibited conduct)

- 3 The contract holder has engaged or threatened to engage in conduct of the kind specified in subsections (1) to (5) of section 55 (anti social behaviour).

Ground D (domestic abuse)

- 4 The contract holder has been convicted of a domestic abuse offence.

Meaning of domestic abuse offence

- 5 (1) For the purposes of this Schedule, a domestic abuse offence means –
 - (a) an offence consisting of physical, sexual, psychological, emotional or financial abuse, and
 - (b) the victim of the offence is, or has been, in a qualifying relationship with the contract holder.
- (2) Two people are in a qualifying relationship if they are –



- (a) married to each other,
- (b) in a civil partnership with each other, or
- (c) living together as though they were married.”

Tudalen 7, ar ôl llinell 34, mewnosoder adran newydd –

‘Seiliau meddiant gorfodol

[] **Contractau safonol: seiliau adfeddiannu gorfodol**

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Ar ôl adran 182 mewnosoder –

“182A Contractau safonol cyfnodol: seiliau adfeddiannu gorfodol

- (1) Caiff landlord o dan gontract safonol cyfnodol wneud hawliad meddiant ar un neu ragor o’r seiliau adfeddiannu.
- (2) Mae’r seiliau adfeddiannu wedi’u nodi yn Atodlen [*yr Atodlen sy’n cael ei mewnosod gan y gwelliant hwn*].
- (3) Mae adran 216A yn darparu bod yn rhaid i’r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o’r annedd os yw’n fodlon bod un neu ragor o’r seiliau adfeddiannu wedi ei phrofi neu eu profi.
- (4) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

182B Cyfyngiadau ar adran 182A

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 182A, rhaid i’r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy’n pennu’r sail honno.
 - (2) Ni chaiff y landlord wneud yr hawliad –
 - (a) pan fo’r hysbysiad yn pennu Sail A neu Sail B yn Atodlen [*yr Atodlen sy’n cael ei mewnosod gan y gwelliant hwn*], ac nid yw’n pennu Sail arall, cyn diwedd y cyfnod o ddau fis sy’n dechrau â’r diwrnod y mae’r landlord yn rhoi’r hysbysiad adennill meddiant i ddeiliad y contract;
 - (b) pan fo’r hysbysiad yn pennu Sail C neu Sail D o Atodlen [*yr Atodlen sy’n cael ei mewnosod gan y gwelliant hwn*], cyn diwedd y cyfnod o fis sy’n dechrau â’r diwrnod y mae’r landlord yn rhoi’r hysbysiad adennill meddiant i ddeiliad y contract.
 - (3) Mae’r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.”
- (3) Ar ôl adran 188 o Ddeddf 2016 mewnosoder –

“188A Contractau safonol cyfnod penodol: seiliau adfeddiannu gorfodol



- (1) Caiff landlord o dan gontract safonol cyfnod penodol wneud hawliad meddiant ar un neu ragor o'r seiliau adfeddiannu.
- (2) Mae'r seiliau adfeddiannu wedi'u nodi yn Atodlen [*yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn*].
- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod un neu ragor o'r seiliau adfeddiannu wedi ei phrofi neu eu profi.
- (4) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

188B Cyfyngiadau ar adran 188A

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 188A, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
 - (2) Ni chaiff y landlord wneud yr hawliad meddiant—
 - (a) pan fo'r hysbysiad yn pennu Sail A neu Sail B yn Atodlen [*yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn*], ac nidyw'n pennu Sail arall, cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract;
 - (b) pan fo'r hysbysiad yn pennu Sail C neu Sail D o Atodlen [*yr Atodlen sy'n cael ei mewnosod gan y gwelliant hwn*], cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
 - (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol."
- (4) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a)—
- (a) ar ôl is-baragraff (viii) mewnosoder—

“() adran 182B (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnodol ar seiliau adfeddiannu),”;
 - (b) ar ôl is-baragraff (x) mewnosoder—

“() adran 188B (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnod penodol ar seiliau adfeddiannu),”.
- (5) Yn adran 205 (gorchymynion adennill meddiant) yn is-adran (1)—
- (a) ar ôl paragraff (f) mewnosoder—

“() adran 182A (seiliau adfeddiannu: contractau safonol cyfnodol),”;
 - (b) ar ôl paragraff (h) mewnosoder—



“() adran 188A (seiliau adfeddiannu: contractau safonol cyfnod penodol),”.

(6) Ar ôl adran 216 o Ddeddf 2016 mewnosoder –

“216A Seiliau adfeddiannu

- (1) Mae’r adran hon yn gymwys os yw’r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran 182A neu 188A (hawliadau adfeddiannu).
- (2) Os yw’r llys yn fodlon bod un neu ragor o’r seiliau adfeddiannu wedi ei phrofi neu eu profi rhaid iddo wneud gorchymyn adennill meddiant o’r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).”

(7) Ar ôl Atodlen 8 o Ddeddf 2016 mewnosoder –

“ATODLEN 8ZA
(a gyflwynir gan adran 182A)

SEILIAU ADFEDDIANNU

Sail A (bwriad i werthu)

1 Mae’r landlord yn bwriadu gwerthu’r annedd.

Sail B (bwriad i fyw yn yr annedd)

- 2 (1) Mae’r landlord yn bwriadu byw yn yr annedd.
- (2) Mae aelod o deulu’r landlord (o fewn ystyr adran 250) yn bwriadu byw yn yr annedd fel ei brif gartref am o leiaf dri mis.

Sail C (Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig)

3 Mae deiliad y contract wedi cymryd rhan neu wedi bygwth cymryd rhan mewn gweithgarwch o’r math a bennir yn is-adrannau (1) i (5) o adran 55 (ymddygiad gwrthgymdeithasol).

Sail D (cam-drin domestig)

4 Mae deiliad y contract wedi’i euogfarnu o drosedd cam-drin domestig.

Ystyr trosedd cam-drin domestig

- 5 (1) At ddibenion yr Atodlen hon, ystyr cam-drin domestig yw –
 - (a) trosedd sy’n cynnwys camdriniaeth gorfforol, camdriniaeth rywiol, camdriniaeth seicolegol, camdriniaeth emosiynol neu gamdriniaeth ariannol, a



- (b) bod dioddefwr y drosedd mewn perthynas gymhwysol â deiliad y contract neu wedi bod mewn perthynas gymhwysol â deiliad y contract.
- (2) Mae dau berson mewn perthynas gymhwysol –
 - (a) os ydynt yn briod â'i gilydd,
 - (b) os ydynt yn bartneriaid sifil i'w gilydd, neu
 - (c) os ydynt yn byw gyda'i gilydd fel be baent wedi priodi.”.

Laura Anne Jones

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Page 7, after line 31, insert a new section –

‘Mandatory repossession grounds: mortgagees

[] Mandatory repossession ground for mortgagees

- (1) The 2016 Act is amended as follows.
- (2) After section 182B insert –

“182C Periodic standard contracts: mandatory repossession ground for mortgagees

- (1) If the repossession ground for mortgagees is met, the landlord under a periodic standard contract may make a possession claim.
- (2) The repossession ground for mortgagees is met if –
 - (a) the mortgagee is entitled to exercise a power of sale conferred by the mortgage or by section 101 of the Law of Property Act 1925, and
 - (b) the mortgagee requires possession of the dwelling for the purpose of disposing of it with vacant possession in exercise of that power.
- (3) Section 216A provides that the court must (subject to any defence based on the contract-holder’s Convention rights) make an order for possession of the dwelling if it is satisfied that the repossession ground for mortgagees is met.
- (4) In this section “mortgage” includes a charge and “mortgagee” is to be read accordingly.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

182D Restrictions on section 182C

- (1) Before making a possession claim on the ground in section 182C the landlord must give the contract-holder a possession notice specifying that ground.



- (2) The landlord may not make the claim before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice.
 - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts."
- (3) After section 188B of the 2016 Act insert –

"188C Fixed term standard contracts: mandatory repossession ground for mortgagees

- (1) If the repossession ground for mortgagees is met, the landlord under a fixed term standard contract may make a possession claim.
 - (2) The repossession ground for mortgagees is met if –
 - (a) the mortgagee is entitled to exercise a power of sale conferred by the mortgage or by section 101 of the Law of Property Act 1925, and
 - (b) the mortgagee requires possession of the dwelling for the purpose of disposing of it with vacant possession in exercise of that power.
 - (3) Section 216A provides that the court must (subject to any defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the repossession ground for mortgagees is met.
 - (4) In this section "mortgage" includes a charge and "mortgagee" is to be read accordingly.
 - (5) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.
- 188D Restrictions on section 188C**
- (1) Before making a possession claim on the ground in section 188C the landlord must give the contract-holder a possession notice specifying that ground.
 - (2) The landlord may not make the claim before the end of the period of 2 months starting with the day on which the landlord gives the contract-holder the possession notice.
 - (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts."
- (4) In section 204 (possession claims), in subsection (1)(a) –
- (a) after sub-paragraph (viii) insert –
 - "() section 182D (restriction on making a possession claim under a periodic standard contract: repossession ground for mortgagee in possession),";



(b) after sub-paragraph (x) insert –

“() section 188D (restriction on making a possession claim under a fixed term standard contract: repossession ground for mortgagee in possession),”.

(5) In section 205 (orders for possession) in subsection (1) –

(a) after paragraph (f) insert –

“() section 182C (repossession ground for mortgagee in possession: periodic standard contracts),”.

(b) after paragraph (h) insert –

“() section 188C (repossession ground for mortgagee in possession: fixed term standard contracts),”.

(6) After section 216A of the 2016 Act insert –

“216B Repossession ground for mortgagee in possession

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 182C or 188C (mandatory repossession grounds for mortgagee in possession).
- (2) If the court is satisfied that the repossession ground for mortgagees is made out it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder’s Convention rights).”.

Tudalen 7, ar ôl llinell 34, mewnosoder adran newydd –

‘Seiliau adfeddiannu gorfodol: morgeseion

[] Sail adfeddiannu orfodol ar gyfer morgeseion

- (1) Mae Deddf 2016 wedi ei diwygio fel a ganlyn.
- (2) Ar ôl adran 182B mewnosoder –

“182C Contractau safonol cyfnodol: sail adfeddiannu gorfodol ar gyfer morgeseion

- (1) Os bodlonir y sail adfeddiannu ar gyfer morgeseion, caiff y landlord o dan contract safonol cyfnodol wneud hawliad meddiant.
- (2) Bodlonir y sail adfeddiannu ar gyfer morgeseion –
 - (a) os oes gan y morgeisai hawl i arfer pŵer i werthu a roddwyd gan y morgais neu gan adran 101 o Ddeddf Cyfraith Eiddo 1925, a
 - (b) os yw’r morgeisai angen meddiant o’r annedd er mwyn ei werthu â meddiant gwag wrth arfer y pŵer hwnnw.



- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod y sail adfeddiannu ar gyfer morgeseion wedi ei bodloni.
- (4) Yn yr adran hon, mae "morgais" yn cynnwys tâl ac mae "morgesai" i'w ddarllen yn unol â hynny.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol.

182D Cyfyngiadau ar adran 182C

- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 182C, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n pennu'r sail honno.
- (2) Ni chaiff y landlord wneud yr hawliad cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
- (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnodol."

(3) Ar ôl adran 188B o Ddeddf 2016 mewnosoder –

"188C Contractau safonol cyfnod penodol: sail adfeddiannu orfodol ar gyfer morgeseion

- (1) Os bodlonir y sail adfeddiannu ar gyfer morgeseion, caiff y landlord o dan gontract safonol cyfnod penodol wneud hawliad meddiant.
- (2) Bodlonir y sail adfeddiannu ar gyfer morgeseion –
 - (a) os oes gan y morgesai hawl i arfer pŵer i werth a roddwyd gan y morgais neu gan adran 101 o Ddeddf Cyfraith Eiddo 1925, a
 - (b) os yw'r morgesai angen meddiant o'r annedd er mwyn ei werthu â meddiant gwag wrth arfer y pŵer hwnnw.
- (3) Mae adran 216A yn darparu bod yn rhaid i'r llys (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau Confensiwn deiliad y contract) wneud gorchymyn adennill meddiant o'r annedd os yw'n fodlon bod y sail adfeddiannu ar gyfer morgeseion wedi ei bodloni.
- (4) Yn yr adran hon, mae "morgais" yn cynnwys tâl ac mae "morgesai" i'w ddarllen yn unol â hynny.
- (5) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol.

188D Cyfyngiadau ar adran 188C



- (1) Cyn gwneud hawliad meddiant ar y sail yn adran 188C, rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract yn pennu'r sail honno.
 - (2) Ni chaiff y landlord wneud yr hawliad cyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r landlord yn rhoi'r hysbysiad adennill meddiant i ddeiliad y contract.
 - (3) Mae'r adran hon yn ddarpariaeth sylfaenol sydd wedi ei hymgorffori fel un o delerau pob contract safonol cyfnod penodol."
- (4) Yn adran 204 (hawliadau meddiant), yn is-adran (1)(a) –
- (a) ar ôl is-baragraff (viii) mewnosoder –
“() adran 182D (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnodol: sail adfeddiannu ar gyfer morgeisai mewn meddiant),”;
 - (b) ar ôl is-baragraff (x) mewnosoder –
“() adran 188D (cyfyngiad ar wneud hawliad meddiant o dan gontract safonol cyfnod penodol: sail adfeddiannu ar gyfer morgeisai mewn meddiant),”.
- (5) Yn adran 205 (gorchymynion adennill meddiant) yn is-adran (1) –
- (a) ar ôl paragraff (f) mewnosoder –
“() adran 182C (sail adfeddiannu ar gyfer morgeisai mewn meddiant: contractau safonol cyfnodol),”;
 - (b) ar ôl paragraff (h) mewnosoder –
“() adran 188C (sail adfeddiannu ar gyfer morgeisai mewn meddiant: contractau safonol cyfnod penodol),”.
- (6) Ar ôl adran 216A o Ddeddf 2016 mewnosoder –

“216B Sail adfeddiannu ar gyfer morgeisai mewn meddiant

- (1) Mae'r adran hon yn gymwys os yw'r landlord o dan gontract safonol yn gwneud hawliad meddiant ar y sail yn adran 182C neu 188C (seiliau adfeddiannu gorfodol ar gyfer morgeisai mewn meddiant).
- (2) Os yw'r llys yn fodlon bod y sail adfeddiannu ar gyfer morgeiseion wedi ei phrofi rhaid iddo wneud gorchymyn adennill meddiant o'r annedd (yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau Confensiwn deiliad y contract).”.

Laura Anne Jones

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Schedule 1, page 11, after line 9, insert –

'Properties owned by armed forces personnel

[] A standard contract where –



- (a) the landlord is a member of the armed forces,
- (b) the landlord has received notice to leave service accommodation, and
- (c) the landlord intends to occupy the dwelling as their main home.’.

Atodlen 1, tudalen 11, ar ôl llinell 9, mewnosoder –

‘Eiddo y mae personél y lluoedd arfog yn berchen arno

[] Contract safonol –

- (a) pan fo’r landlord yn aelod o’r lluoedd arfog,
- (b) pan fo’r landlord wedi derbyn hysbysiad i adael llety’r lluoedd arfog, ac
- (c) pan fo’r landlord yn bwriadu meddiannu’r annedd fel ei brif gartref.’.

Laura Anne Jones

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Schedule 1, page 12, after line 27, insert –

‘Accommodation held for the purpose of being available for occupation by a minister of religion

[] A standard contract where –

- (a) the dwelling is owned by a religious body, and
- (b) the dwelling is held for the purposes of being available as a residence to be occupied by a minister of religion or by a religious worker for the better performance of their religious duties.’.

Adran 18, tudalen 12, ar ôl llinell 27, mewnosoder –

‘Llety a ddelir er mwyn iddo fod ar gael i’w feddiannu gan weinidog crefydd

[] Contract safonol –

- (a) pan fo’r annedd yn eiddo i gorff crefyddol, a
- (b) pan fo’r annedd yn cael ei dal er mwyn iddi fod ar gael fel preswylfa i’w meddiannu gan weinidog crefydd neu gan weithiwr crefyddol er mwyn iddo gyflawni ei ddyletswyddau crefyddol yn well.’.

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Schedule 5, page 23, after line 25, insert –



‘Minor amendments relating to withdrawal of notices

- [] (1) In section 167 (termination of contract on contract-holder’s notice), in subsection (3)(a) for “by further notice to the landlord” substitute “by giving the landlord a notice that the section 163 notice is withdrawn”.
- (2) In section 172 (termination of contract on contract-holder’s notice), in subsection (3)(a) for “by further notice to the landlord” substitute “by giving the landlord a notice that the section 168 notice is withdrawn”.
- (3) In section 193 (termination of standard contract under contract-holder’s break clause), in subsection (3)(a) for “by further notice to the landlord” substitute “by giving the landlord a notice that the notice under the contract-holder’s break clause is withdrawn”.

Atodlen 5, tudalen 23, ar ôl llinell 25, mewnosoder –

‘Mân ddiwygiadau yn ymwneud â thynnu hysbysïadau yn ôl

- [] (1) Yn adran 167 (terfynu contract yn dilyn hysbysiad deiliad y contract), yn is-adran (3)(a) yn lle “drwy roi hysbysiad pellach i’r landlord” rhodder “drwy roi hysbysiad i’r landlord fod yr hysbysiad adran 163 wedi ei dynnu’n ôl”.
- (2) Yn adran 172 (terfynu contract yn dilyn hysbysiad deiliad y contract), yn is-adran (3)(a) yn lle “drwy roi hysbysiad pellach i’r landlord” rhodder “drwy roi hysbysiad i’r landlord fod yr hysbysiad adran 168 wedi ei dynnu’n ôl”.
- (3) Yn adran 193 (terfynu contract o dan gymal terfynu deiliad y contract), yn is-adran (3)(a) yn lle “drwy roi hysbysiad pellach i’r landlord” rhodder “drwy roi hysbysiad i’r landlord fod yr hysbysiad o dan gymal terfynu deiliad y contract wedi ei dynnu’n ôl”.

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Schedule 5, page 24, after line 22, insert –

‘Properties occupied by ministers of religion for no monetary consideration not to be occupation contracts unless notice is given

- [] In Schedule 2 (exceptions to section 7), in paragraph 3 (tenancies and licences within section 7 that are not occupation contracts unless notice is given) –
- (a) in sub-paragraph (2) –
- (i) at the end of paragraph (c) remove “or”, and
- (ii) after paragraph (d), insert –
- “, or
- (e) which relates to a dwelling which –
- (i) is owned by a religious body, and
- (ii) is provided, for no monetary consideration, as a residence to be occupied by a minister of religion or by a religious worker for the better performance of their religious duties.”.



Atodlen 5, tudalen 24, ar ôl llinell 26, mewnosoder –

‘Eiddo a feddiennir gan weinidog crefydd am ddim cydnabyddiaeth ariannol i beidio â bod yn gontractau meddiannaeth oni roddir hysbysiad

[] Yn Atodlen 2 (eithriadau i adran 7), ym mharagraff 3 (tenantiaethau a thrwyddedau o fewn adran 7 nad ydynt yn gontractau meddiannaeth oni roddir hysbysiad) –

(a) yn is-baragraph (2) –

(i) ar ddiwedd paragraff (c) hepgorer “neu”, a

(ii) ar ôl paragraph (d), mewnosoder –

“, neu

(e) sy’n ymwneud ag annedd –

(i) sy’n eiddo i gorff crefyddol, a

(ii) a ddarperir, am ddim cydnabyddiaeth ariannol, fel preswylfa i’w meddiannu gan weinidog crefydd neu gan weithiwr crefyddol er mwyn iddo gyflawni ei ddyletswyddau crefyddol yn well.”.

