



## HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 1 Gorffennaf 2013  
Tabled on 1 July 2013

### Bil Cartrefi Symudol (Cymru) Mobile Homes (Wales) Bill

- Carl Sargeant** 1  
Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Adran 2, tudalen 1, llinell 24, hepgorer 'a' a mewnosoder 'neu'.
- Carl Sargeant** 2  
Section 2, page 1, line 26, leave out 'any' and insert 'a'.  
Adran 2, tudalen 1, llinell 28, hepgorer 'unrhyw'.
- Carl Sargeant** 3  
Section 2, page 1, line 26, leave out –  
,  
but in Part 4 does not include a local authority Gypsy and Traveller site'.  
Adran 2, tudalen 1, llinell 29, hepgorer –  
,  
ond yn Rhan 4 nid yw'n cynnwys safle awdurdod lleol i Sipsiwn a Theithwyr'.

**Carl Sargeant** 4

Section 2, page 2, line 3, leave out 'is'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 5

Section 2, page 2, at the beginning of line 4, insert 'is'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 6

Section 2, page 2, line 5, leave out 'otherwise expressed but so that, or subject to conditions such that,' and insert 'requires that'.

Adran 2, tudalen 2, llinell 6, hepgorer 'yn mynegi'n wahanol ond fel bod adegau o'r flwyddyn pan na chaniateir gosod cartref symudol ar y safle i bobl fyw ynddo, neu yn ddarostyngedig i amodau sy'n golygu na chaniateir hynny' a mewnosoder 'yn ei gwneud yn ofynnol bod adegau o'r flwyddyn pan na chaniateir gosod cartref symudol ar y safle i bobl fyw ynddo'.

**Carl Sargeant** 7

Section 2, page 2, line 15, leave out 'subsection (2)' and insert 'this Act'.

Adran 2, tudalen 2, llinell 16, hepgorer 'is-adran (2)' a mewnosoder 'y Ddeddf hon'.

**Carl Sargeant** 8

Section 2, page 2, line 15, leave out 'occupied' and insert 'owned'.

Adran 2, tudalen 2, llinell 16, hepgorer 'a feddiennir gan awdurdod lleol' a mewnosoder 'y mae awdurdod lleol yn berchen arno'.

**Carl Sargeant** 9

Section 4, page 3, line 3, leave out 'to' and insert 'and'.

Adran 4, tudalen 3, llinell 4, hepgorer 'i' a mewnosoder 'a'.

**Carl Sargeant** 10

Section 9, page 5, line 11, after 'habitation', insert '(in particular in order to minimise risk from flooding and coastal erosion)'.

Adran 9, tudalen 5, llinell 10, hepgorer 'ynddynt' a mewnosoder '(yn enwedig er mwyn lleihau risg o lifogydd ac erydu arfordirol)'.

**Carl Sargeant** 11

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Adran 9, tudalen 5, llinell 16, hepgorer 'datrys' a mewnosoder 'chanfod'.

**Carl Sargeant** 12

Section 9, page 5, line 17, leave out 'proper' and insert 'appropriate'.  
Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 13

Section 9, page 5, after line 19, insert –

'() for securing that, at all times when mobile homes are stationed on the land, appropriate measures are taken for guarding against risk from flooding and coastal erosion and for communicating any known risk from flooding or coastal erosion to persons dwelling on the land in mobile homes,'.

Adran 9, tudalen 5, ar ôl llinell 17, mewnosoder –

'() i sicrhau , ar bob adeg y bydd cartrefi symudol wedi eu gosod ar y tir, fod mesurau priodol yn cael eu cymryd i warchod rhag risg o lifogydd ac erydu arfordirol ac i gyfathrebu unrhyw risg hysbys i lifogydd neu erydu arfordirol i berson sy'n byw ar y tir mewn cartrefi symudol,'.

**Carl Sargeant** 14

Section 9, page 5, line 39, after 'site', insert 'and of any current certificate of public liability insurance relating to the site'.

Adran 9, tudalen 5, llinell 37, ar ôl 'safle', mewnosoder 'ac o unrhyw dystysgrif yswiriant atebolrwydd cyhoeddus sy'n ymwneud â'r safle'.

**Carl Sargeant** 15

Section 9, page 6, line 4, leave out 'their' and insert 'its'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 16

Section 17, page 9, line 18, after 'notice', insert '(see section 23)'.

Adran 17, tudalen 9, llinell 19, ar ôl 'hwnnw', mewnosoder '(gweler adran 23)'.

**Carl Sargeant** 17

Section 20, page 11, line 27, leave out 'their' and insert 'its'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

18

Section 20, page 11, line 35, leave out 'their' and insert 'its'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

19

Section 21, page 12, line 17, leave out 'their' and insert 'its'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

20

Section 21, page 13, line 8, after 'authority', insert '(see section 23)'.

Adran 21, tudalen 13, llinell 9, ar ôl 'lleol', mewnosoder '(gweler adran 23)'.

**Carl Sargeant**

21

Section 22, page 14, line 15, after 'demand', insert '(see section 23)'.

Adran 22, tudalen 14, llinell 17, ar ôl 'hawliad', mewnosoder '(gweler adran 23)'.

**Carl Sargeant**

22

Section 25, page 15, line 38, leave out 'them' and insert 'it'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

23

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 28, tudalen 16, llinell 34, ar ôl 'bai', mewnosoder '(yn ychwanegol at yr angen i'r perchennog ddal trwydded safle)'.

**Carl Sargeant**

24

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 28, tudalen 16, llinell 34, hepgorer '(yn ychwanegol at y perchennog sy'n dal y drwydded safle)'.

**Carl Sargeant**

25

Section 29, page 17, line 16, after 'a' at the third place where it appears, insert 'regulated'.

Adran 29, tudalen 17, llinell 16, ar ôl 'safle', mewnosoder 'rheoleiddiedig'.

**Carl Sargeant** 26

Section 29, page 17, after line 37, insert –

- (6) Where a local authority decides that a person is not a fit and proper person to manage a site –
- (a) the local authority must notify the person of the reasons for the decision and of the person’s right of appeal under paragraph (b), and
  - (b) the person may, within the period of 28 days beginning with the day on which the decision is made, appeal to a residential property tribunal against the decision.’

Adran 29, tudalen 17, ar ôl llinell 38, mewnosoder –

- (6) Pan fo awdurdod lleol yn penderfynu nad yw person yn berson addas a phriodol i reoli safle –
- (a) rhaid i’r awdurdod lleol hysbysu’r person am y rhesymau dros y penderfyniad ac o hawl y person i apelio o dan baragraff (b), a
  - (b) caiff y person, cyn pen y cyfnod o 28 o ddiwrnodau sy’n dechrau â’r diwrnod y gwneir y penderfyniad, apelio yn erbyn y penderfyniad i dribiwnlys eiddo preswyl.’

**Carl Sargeant** 27

Section 32, page 19, line 24, after ‘(a) that’, insert ‘any of the following sub-paragraphs apply’.

Adran 32, tudalen 19, ar ddechrau llinell 23, mewnosoder ‘bod unrhyw un o’r is-baragraffau canlynol yn gymwys’.

**Carl Sargeant** 28

Nid oes angen diwygio’r fersiwn Saesneg. There is no need to amend the English version

Adran 32, tudalen 19, llinell 24, hepgorer ‘bod’ a mewnosoder ‘mae’.

**Carl Sargeant** 29

Section 32, page 19, line 26, leave out ‘that’.

Adran 32, tudalen 19, llinell 25, hepgorer ‘y’ yn y lle cyntaf y mae'n ymddangos.

**Carl Sargeant** 30

Nid oes angen diwygio’r fersiwn Saesneg. There is no need to amend the English version

Adran 32, tudalen 19, llinell 26, hepgorer ‘bod’ yn y lle cyntaf y mae'n ymddangos a mewnosoder ‘mae’.

**Carl Sargeant** 31

Section 32, page 19, line 27, leave out ‘that’.

Adran 32, tudalen 19, llinell 26, hepgorer ‘a bod yr’ a mewnosoder ‘ac mae’r’.

**Carl Sargeant** 32

Section 32, page 19, line 28, leave out 'or'.

Adran 32, tudalen 19, llinell 27, hepgorer 'neu'.

**Carl Sargeant** 33

Section 32, page 19, line 29, leave out 'that'.

Adran 32, tudalen 19, llinell 28, hepgorer 'y'.

**Carl Sargeant** 34

Section 33, page 21, line 16, leave out 'occupation' and insert 'ownership'.

Adran 33, tudalen 21, llinell 17, hepgorer 'meddiannu'r' a mewnosoder 'bod yn berchen ar y'.

**Carl Sargeant** 35

Section 33, page 21, line 27, leave out ', where the application is made by an occupier of a mobile home,'.

Adran 33, tudalen 21, llinell 28, hepgorer ', pan fo'r cais wedi ei wneud gan feddiannydd cartref symudol,'.

**Carl Sargeant** 36

Page 22, line 15, leave out section 36.

Tudalen 22, llinell 15, hepgorer adran 36.

**Carl Sargeant** 37

Section 37, page 22, line 32, leave out 'their' and insert 'its'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 38

Section 37, page 23, line 4, leave out 'them' and insert 'it'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 39

Section 37, page 23, line 5, leave out 'their' and insert 'its'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 40

Section 37, page 23, line 8, leave out 'their fees policy and, where they do' and insert 'its fees policy and, where it does'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 41

Section 43, page 25, line 29, leave out –

'then residing with the occupier being –

- (a) the widow, widower or surviving civil partner of the occupier, or
- (b) in default of a widow, widower or surviving civil partner residing with the occupier, any member of the occupier's family',

And insert –

' –

- ( ) who is the widow or widower, or surviving civil partner, of the occupier and who resided with the occupier at the time of death, or
- ( ) if there is no person within paragraph (a), any other member of the occupier's family who resided with the occupier at that time'.

Adran 43, tudalen 25, llinell 32, hepgorer –

'a oedd y pryd hwnnw yn preswyllo gyda'r meddiannydd ac sydd –

- (a) yn wraig weddw, yn ŵr gweddw, neu'n bartner sifil sy'n goroesi'r meddiannydd, neu
- (b) os nad oes gwraig weddw, gŵr gweddw, neu bartner sifil sy'n goroesi yn preswyllo gyda'r meddiannydd, unrhyw aelod o deulu'r meddiannydd',

A mewnosoder –

' –

- ( ) sy'n wraig weddw, yn ŵr gweddw, neu'n bartner sifil sy'n goroesi'r meddiannydd ac a fu'n preswyllo gyda'r meddiannydd adeg y farwolaeth, neu
- ( ) os nad oes person o fewn paragraff (a), unrhyw aelod arall o deulu'r meddiannydd a fu'n preswyllo gyda'r meddiannydd yr adeg honno'.

**Carl Sargeant** 42

Section 45, page 27, line 7, leave out 'occupied' and insert 'owned'.

Adran 45, tudalen 27, llinell 8, hepgorer 'na feddiennir y safle gan awdurdod lleol' a mewnosoder 'nad yw awdurdod lleol yn berchen ar y safle'.

**Carl Sargeant** 43

Section 48, page 27, line 27, leave out 'and any powers of a county court in such proceedings as are mentioned in section 45(1) may be exercised with the leave of the judge by any registrar of the court, except in so far as rules of court otherwise provide.'

Adran 48, tudalen 27, llinell 29, hepgorer 'a chaniateir i unrhyw bwerau sydd gan y llys sirol mewn achos o'r fath a grybwyllir yn adran 45(1) gael eu harfer heb ganiatâd y barnwr gan unrhyw gofrestrydd i'r llys, ac eithrio i'r graddau y mae rheolau'r llys yn darparu fel arall'.

**Carl Sargeant** 44

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Adran 49, tudalen 27, llinell 37, hepgorer 'a' yn y lle cyntaf y mae'n ymddangos.

**Carl Sargeant** 45

Section 50, page 29, after line 6, insert—

'(8) Subsections (2), (3) and (5) do not apply in relation to a person occupying or proposing to occupy a transit pitch on a local authority Gypsy and Traveller site; and in such a case the reference in subsection (4) to subsections (1) to (3) is to be treated as a reference to subsection (1).'

Adran 50, tudalen 29, ar ôl llinell 6, mewnosoder—

'(8) Nid yw is-adrannau (2), (3) a (5) yn gymwys mewn perthynas â pherson sy'n meddiannau neu'n bwriadu meddiannu llain dramwy ar safle Sipsiwn a Theithwyr awdurdod lleol; ac yn yr achos hwnnw mae'r cyfeiriad yn is-adran (4) at is-adrannau (1) i (3) i'w drin yn gyfeiriad at is-adran (1).'

**Carl Sargeant** 46

Section 51, page 29, line 8, after '(1) The', insert 'applicable'.

Adran 51, tudalen 29, llinell 8, ar ôl 'telerau', mewnosoder 'cymwys'.

**Carl Sargeant** 47

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 51, tudalen 29, llinell 16, hepgorer 'unrhyw un neu ragor o reolau'r safle' a mewnosoder 'am reol safle'.

**Carl Sargeant** 48

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 51, tudalen 29, llinell 19, hepgorer 'unrhyw un neu ragor o reolau'r safle' a mewnosoder 'am reol safle'.

**Carl Sargeant** 49

Section 51, page 29, after line 28, insert—

'(6) Subsections (2) to (4) do not apply in relation to a person occupying or proposing to occupy a transit pitch on a local authority Gypsy and Traveller site.'



Adran 51, tudalen 29, ar ôl llinell 31, mewnosoder –

‘(6) Nid yw is-adrannau (2) i (4) yn gymwys mewn perthynas â pherson sy’n meddiannu neu’n bwriadu meddiannu llain dramwy ar safle Sipsiwn a Theithwyr awdurdod lleol.’

**Carl Sargeant** 50

Section 52, page 30, line 1, after ‘any’, insert ‘other’.

Nid oes angen diwygio’r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 51

Section 52, page 30, line 2, leave out ‘considers’ and insert ‘consider’.

Nid oes angen diwygio’r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 52

Section 52, page 30, line 2, leave out ‘by the order in Schedule 2’ and insert ‘in Schedule 2 by the order’.

Adran 52, tudalen 30, llinell 3, hepgorer ‘gan y gorchymyn yn Atodlen 2’ a mewnosoder ‘yn Atodlen 2 drwy’r gorchymyn’.

**Carl Sargeant** 53

Section 53, page 30, line 5, after ‘site’ at the first place where it appears, insert ‘, other than a local authority Gypsy and Traveller site,’.

Adran 53, tudalen 30, llinell 5, ar ôl ‘gwarchoddedig’, mewnosoder ‘, ac eithrio safle Sipsiwn a Theithwyr,’.

**Carl Sargeant** 54

Section 53, page 30, line 31, after ‘prescribed’, insert ‘by regulations made by the Welsh Ministers’.

Adran 53, tudalen 30, llinell 32, ar ôl ‘ragnodir’, mewnosoder ‘gan reoliadau a wneir gan Weinidogion Cymru’.

**Carl Sargeant** 55

Section 53, page 30, line 37, after ‘of’, insert ‘mobile homes on’.

Adran 53, tudalen 30, llinell 39, ar ôl ‘feddianwyr’, mewnosoder ‘cartrefi symudol ar’.

**Carl Sargeant** 56

Section 53, page 31, line 17, after ‘of’, insert ‘mobile homes on’.

Adran 53, tudalen 31, llinell 17, ar ôl ‘feddianwyr’, mewnosoder ‘cartrefi symudol ar’.

**Carl Sargeant**

57

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Adran 54, tudalen 31, llinell 23, ar ôl 'hwnnw', mewnosoder 'ac'.

**Carl Sargeant**

58

Section 54, page 32, line 3, leave out 'or 12' and insert ', 12, (*paragraph to be inserted by amendment 112*) or (*paragraph to be inserted by amendment 112*)'.

Adran 54, tudalen 32, llinell 3, hepgorer 'neu 12' a mewnosoder ', 12, (*paragraff i'w fewnosod gan welliant 112*) neu (*paragraff i'w fewnosod gan welliant 112*)'.

**Carl Sargeant**

59

Section 55, page 32, line 13, leave out 'or 6(1)(b)' and insert ', 6(1)(b), (*paragraph to be inserted by amendment 112*), (*paragraph to be inserted by amendment 112*) or (*paragraph to be inserted by amendment 112*)(1)(b)'.

Adran 55, tudalen 32, llinell 15, hepgorer '6(1)(b)' a mewnosoder ', 6(1)(b), (*paragraff i'w fewnosod gan welliant 112*), (*paragraff i'w fewnosod gan welliant 112*) neu (*paragraff i'w fewnosod gan welliant 112*)(1)(b)'.

**Carl Sargeant**

60

Section 56, page 32, line 35, after '49', insert '(but see also subsection (2)(b))'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

61

Section 56, page 32, after line 35, insert—

“permanent pitch” means a pitch which is not a transit pitch;’.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

62

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 56, tudalen 32, ar ôl llinell 37, mewnosoder—

'ystyr “llain barhaol” yw llain nad yw'n llain dramwy;’.

**Carl Sargeant**

63

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 56, tudalen 32, ar ôl llinell 37, mewnosoder—

'ystyr “llain dramwy” yw llain y mae gan berson hawl i osod cartref symudol arni o dan delerau cytundeb am gyfnod gosodedig o hyd at 3 mis;’.

**Carl Sargeant** 64

Section 56, page 32, after line 38, insert –

“transit pitch” (*“llain dramwy”*) means a pitch on which a person is entitled to station a mobile home under the terms of an agreement for a fixed period of up to 3 months;’.

Nid oes angen diwygio’r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 65

Nid oes angen diwygio’r fersiwn Saesneg. There is no need to amend the English version

Adran 56, tudalen 33, llinell 1, ar ôl ‘49’, mewnosoder ‘(ond gweler is-adran (2)(b) hefyd)’.

**Carl Sargeant** 66

Section 56, page 33, line 13, leave out subsection (3).

Adran 56, tudalen 33, llinell 15, hepgorer is-adran (3).

**Carl Sargeant** 67

Nid oes angen diwygio’r fersiwn Saesneg. There is no need to amend the English version

Adran 57, tudalen 34, llinell 5, hepgorer ‘datrys’ a mewnosoder ‘chanfod’.

**Carl Sargeant** 68

Section 58, page 34, line 34, leave out ‘caravan’ and insert ‘mobile home’.

Adran 58, tudalen 34, llinell 34, hepgorer ‘carafán’ a mewnosoder ‘cartref symudol’.

**Carl Sargeant** 69

Section 62, page 37, line 10, after ‘members,’ insert ‘and’.

Adran 62, tudalen 37, llinell 10, ar ôl ‘aelodau,’ mewnosoder ‘ac’.

**Carl Sargeant** 70

Section 62, page 37, line 13, leave out –

’, and

- (h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents’ association, or, in default of this, a tribunal has ordered that it is’.

Adran 62, tudalen 37, llinell 14, hepgorer –

, ac

- (h) os yw'r perchennog wedi cydnabod mewn ysgrifen i'r ysgrifennydd fod y gymdeithas yn gymdeithas trigolion gymwys, neu, yn niffyg hynny, os oes tribiwnlys wedi gorchymyn bod y gymdeithas yn gymdeithas trigolion gymwys'.

**Carl Sargeant**

71

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 62, tudalen 37, llinell 40, ar ôl 'safle', mewnosoder 'nad yw y gymdeithas yn gymdeithas trigolion gymwys mwyach'.

**Carl Sargeant**

72

Section 62, page 38, line 18, after 'association', insert ' ; but nothing in this subsection applies to the disclosure of details of the chairman, secretary or treasurer'.

Adran 62, tudalen 38, llinell 17, ar ôl 'erbyn', mewnosoder ' ; ond nid oes dim yn yr is-adran hon yn gymwys i ddatgelu manylion y cadeirydd, yr ysgrifennydd neu'r trysorydd'.

**Carl Sargeant**

73

Section 63, page 38, after line 20, insert –

“family”, in relation to a person, means –

- (a) the person's spouse or civil partner or any person who lives together with the person as if they were husband and wife or as if they were civil partners,
- (b) the person's parents, grandparents, children and grandchildren (including by marriage or civil partnership),
- (c) the person's brothers and sisters (including step brothers and sisters), and
- (d) the person's uncles, aunts, nephews and nieces (including by marriage or civil partnership);'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant**

74

Section 63, page 38, after line 26, insert –

“local authority Gypsy and Traveller site” has the meaning given by section 2(5);

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 75

Section 63, page 38, line 28, after '56(2)', insert 'and related expressions are to be construed accordingly'.

Adran 63, tudalen 38, llinell 31, ar ôl '56(2)', mewnosoder 'ac mae ymadroddion cysylltiedig i'w dehongli yn unol â hynny'.

**Carl Sargeant** 76

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 63, tudalen 38, ar ô llinell 34, mewnosoder –

'mae i "safle Sipsiwn a Theithwyr awdurdod lleol" yr ystyr a roddir iddo gan adran 2(5).'

**Carl Sargeant** 77

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Adran 63, tudalen 38, ar ôl llinell 38, mewnosoder –

'ystyr "teulu", mewn perthynas â pherson, yw –

- (a) priod neu bartner sifil y person neu unrhyw berson sy'n byw gyda'r person fel petaent yn ŵr a gwraig neu fel petaent yn bartneriaid sifil,
- (b) rhieni, tad-cu/taid, mam-gu/nain, plant ac wyrion y person (gan gynnwys y rhain drwy briodas neu bartneriaeth sifil),
- (c) brodyr a chwiorydd y person (gan gynnwys llysfrodyr a llyschwiorydd), a
- (d) ewythrod, modrybedd, neiaint a nithod y person (gan gynnwys y rhain drwy briodas neu bartneriaeth sifil);'

**Carl Sargeant** 78

Section 64, page 39, after line 34, insert –

'(10) Any guidance issued under this Act by the Welsh Ministers may be varied or withdrawn by them.'

Adran 64, tudalen 39, ar ôl llinell 38, mewnosoder –

'(10) Caniateir amrywio neu dynnu'n ôl unrhyw ganllawiau a ddyroddir o dan y Ddeddf hon gan Weinidogion Cymru.'

**Carl Sargeant** 79

Schedule 1, page 41, line 12, leave out 'occupation' and insert 'ownership'.

Atodlen 1, tudalen 41, llinell 12, hepgorer 'yn yr un feddiannaeth' a mewnosoder 'o dan yr un berchnogaeth'.

**Carl Sargeant** 80

Schedule 1, page 41, line 19, leave out 'occupation' and insert 'ownership'.

Atodlen 1, tudalen 41, llinell 18, hepgorer 'yn yr un feddiannaeth' a mewnosoder 'o dan yr un berchnogaeth'.

**Carl Sargeant** 81

Schedule 1, page 42, line 6, leave out 'occupied' and insert 'owned'.

Atodlen 1, tudalen 42, llinell 6, hepgorer 'wedi ei feddiannu gan sefydliad' a mewnosoder 'sefydliad yn berchen arno'.

**Carl Sargeant** 82

Schedule 1, page 42, line 18, leave out 'occupier' and insert 'owner'.

Atodlen 1, tudalen 42, llinell 18, hepgorer 'feddiannydd' a mewnosoder 'berchennog'.

**Carl Sargeant** 83

Schedule 1, page 42, line 31, leave out 'occupation' and insert 'ownership'.

Atodlen 1, tudalen 42, llinell 32, hepgorer 'yn yr un feddiannaeth' a mewnosoder 'o dan yr un berchnogaeth'.

**Carl Sargeant** 84

Schedule 1, page 42, line 33, leave out 'occupation' and insert 'ownership'.

Atodlen 1, tudalen 42, llinell 34, hepgorer 'y tir yn yr un alwedigaeth' a mewnosoder 'dir o dan yr un berchnogaeth'.

**Carl Sargeant** 85

Schedule 1, page 43, line 18, leave out 'occupied' and insert 'owned'.

Atodlen 1, tudalen 43, llinell 18, hepgorer 'yw wedi ei feddiannu gan yr awdurdod lleol' a mewnosoder 'yw'r awdurdod lleol yn berchen arno'.

**Carl Sargeant** 86

Schedule 1, page 43, line 21, leave out 'occupier' and insert 'owner'.

Atodlen 1, tudalen 43, llinell 21, hepgorer 'meddiannydd' a mewnosoder 'perchennog'.

**Carl Sargeant** 87

Schedule 1, page 43, line 23, leave out 'occupier' and insert 'owner'.

Atodlen 1, tudalen 43, llinell 23, hepgorer 'meddiannydd' a mewnosoder 'perchennog'.

**Carl Sargeant**

88

Schedule 1, page 43, line 25, leave out ‘occupier or the new occupier’ and insert ‘owner or the new owner’.

Atodlen 1, tudalen 43, llinell 26, hepgorer ‘meddiannydd marw neu’r meddiannydd’ a mewnosoder ‘perchennog marw neu’r perchennog’.

**Carl Sargeant**

89

Schedule 2, page 45, after line 5, insert –

**‘CHAPTER 1**

**Application**

- ( ) (1) The implied terms set out in Chapter ( ) apply to all agreements except an agreement which relates to a pitch on a local authority Gypsy and Traveller site.
- (2) The implied terms set out in Chapter ( ) apply to an agreement which relates to a transit pitch on a local authority Gypsy and Traveller site.
- (3) The implied terms set out in Chapter ( ) apply to an agreement which relates to a permanent pitch on a local authority Gypsy and Traveller site.
- (4) In this Part –

“consumer prices index” (“*mynegai prisiau defyddwyr*”) means the general index of consumer prices (for all items) published by the Statistics Board or, if that index is not published for a relevant month, any substituted index or index figures published by the Board;

“review date” (“*dyddiad yr adolygiad*”), in relation to an agreement, means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year or, if no such date is specified, each anniversary of the date the agreement commenced;

“written statement” (“*datganiad ysgrifenedig*”) means the written statement that the owner of the protected site is required to give to the occupier of the mobile home by section 50(1).

**CHAPTER ( )**

Agreements relating to pitches except those on local authority Gypsy and Traveller sites’.

Atodlen 2, tudalen 45, ar ôl llinell 5, mewnosoder –

**‘PENNOD 1**

**CYMHWYSO**

*Cymhwyso*

- ( ) (1) Mae’r telerau ymhlyg a nodir ym Mhennod ( ) yn gymwys i bob cytundeb ac eithrio cytundeb sy’n ymwneud â llain ar safle Sipsiwn a Theithwyr awdurdod lleol.

- (2) Mae'r telerau ymhlyg a nodir ym Mhennod ( ) yn gymwys i gytundeb sy'n ymwneud â llain dramwy ar safle Sipsiwn a Theithwyr awdurdod lleol.
- (3) Mae'r telerau ymhlyg a nodir ym Mhennod ( ) yn gymwys i gytundeb sy'n ymwneud â llain barhaol ar safle Sipsiwn a Theithwyr awdurdod lleol.
- (4) Yn y Rhan hon –
  - ystyr “datganiad ysgrifenedig” (“written statement”) yw'r datganiad ysgrifenedig y mae'n ofynnol i berchennog y safle gwarchoddedig ei roi i feddiannydd y cartref symudol gan adran 50(1);
  - ystyr “dyddiad yr adolygiad” (“review date”), mewn perthynas â chytundeb, yw'r dyddiad a bennir yn y datganiad ysgrifenedig fel y dyddiad y caiff y ffi am y llain ei adolygu bob blwyddyn, neu os nad oes dyddiad o'r fath wedi ei bennu, pen blwydd dyddiad cychwyn y cytundeb;
  - ystyr “mynegai prisiau defnyddwyr” (“consumer price index”) yw'r mynegai cyffredinol o eitemau defnyddwyr (o bob eitem) a gyhoeddir gan y Bwrdd Ystadegau neu, os na cyhoeddir y mynegai hwnnw am fis perthnasol, unrhyw fynegai neu ffigurau o fynegai amgen a gyhoeddir gan y Bwrdd.

#### PENNOD ( )

### CYTUNDEBAU SY'N YMWNEUD Â LLEINIAU AC EITHRIO'R RHAI HYNNY SYDD AR SAFLEOEDD AWDURDODAU LLEOL I SIPSIWN A THEITHWYR'.

- |  |           |
|--|-----------|
| <b>Carl Sargeant</b>   | <b>90</b> |
| Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version               |           |
| Atodlen 2, tudalen 47, llinell 34, hepgorer 'iddynt' a mewnosoder 'iddo'.                            |           |
| <b>Carl Sargeant</b>   | <b>91</b> |
| Schedule 2, page 50, line 26, leave out 'the appropriate judicial body' and insert 'a tribunal'.     |           |
| Atodlen 2, tudalen 50, llinell 27, hepgorer 'y corff barnwrol priodol' a mewnosoder 'tribiwnlys'.    |           |
| <b>Carl Sargeant</b>   | <b>92</b> |
| Schedule 2, page 50, line 33, leave out 'the appropriate judicial body' and insert 'a tribunal'.     |           |
| Atodlen 2, tudalen 50, llinell 33, hepgorer 'y corff barnwrol priodol' a mewnosoder 'tribiwnlys'.    |           |
| <b>Carl Sargeant</b>   | <b>93</b> |
| Schedule 2, page 51, line 2, leave out 'the appropriate judicial body' and insert 'a tribunal'.      |           |
| Atodlen 2, tudalen 51, llinell 2, hepgorer 'i'r corff barnwrol priodol' a mewnosoder 'i dribiwnlys'. |           |



**Carl Sargeant** 94

Schedule 2, page 51, line 3, leave out 'appropriate judicial body' and insert 'tribunal'.

Atodlen 2, tudalen 51, llinell 2, hepgorer 'yw'r corff barnwrol priodol' a mewnosoder 'yw tribiwnlys'.

**Carl Sargeant** 95

Schedule 2, page 51, line 8, leave out 'the appropriate judicial body' and insert 'a tribunal'.

Atodlen 2, tudalen 51, llinell 10, hepgorer 'y corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 96

Schedule 2, page 52, line 1, leave out 'the appropriate judicial body' and insert 'a tribunal'.

Atodlen 2, tudalen 52, llinell 1, hepgorer 'y corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 97

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Atodlen 2, tudalen 52, llinell 10, hepgorer 'â'r' a mewnosoder 'i'r'.

**Carl Sargeant** 98

Schedule 2, page 52, line 11, leave out 'the appropriate judicial body' and insert 'a tribunal'.

Atodlen 2, tudalen 52, llinell 13, hepgorer 'i'r corff barnwrol priodol' a mewnosoder 'i dribiwnlys'.

**Carl Sargeant** 99

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Atodlen 2, tudalen 52, llinell 12, hepgorer 'â'r' a mewnosoder 'i'r'.

**Carl Sargeant** 100

Schedule 2, page 52, line 15, leave out 'appropriate judicial body' and insert 'the tribunal'.

Atodlen 2, tudalen 52, llinell 17, hepgorer 'corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 101

Schedule 2, page 52, line 20, leave out 'appropriate judicial body's' and insert 'tribunal's'.

Atodlen 2, tudalen 52, llinell 22, hepgorer 'corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 102

Schedule 2, page 52, line 34, leave out 'the appropriate judicial body' and insert 'a tribunal'.  
Atodlen 2, tudalen 52, llinell 38, hepgorer 'i'r corff barnwrol priodol' a mewnosoder 'i dribiwnlys'.

**Carl Sargeant** 103

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Atodlen 2, tudalen 52, llinell 34, hepgorer 'â'r' a mewnosoder 'i'r'.

**Carl Sargeant** 104

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Atodlen 2, tudalen 52, llinell 37, hepgorer 'â'r' a mewnosoder 'i'r'.

**Carl Sargeant** 105

Schedule 2, page 53, line 3, leave out 'the appropriate judicial body' and insert 'a tribunal'.  
Atodlen 2, tudalen 53, llinell 3, hepgorer 'y corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 106

Schedule 2, page 53, line 5, leave out 'appropriate judicial body' and insert 'tribunal'.  
Atodlen 2, tudalen 53, llinell 5, hepgorer 'corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 107

Schedule 2, page 53, line 23, leave out 'appropriate judicial body's' and insert 'tribunal's'.  
Atodlen 2, tudalen 53, llinell 23, hepgorer 'corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 108

Schedule 2, page 54, line 2, leave out 'the appropriate judicial body' and insert 'a tribunal'.  
Atodlen 2, tudalen 54, llinell 2, hepgorer 'mae'r corff barnwrol priodol' a mewnosoder 'tribiwnlys'.

**Carl Sargeant** 109

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Atodlen 2, tudalen 54, llinell 40, hepgorer 'ni ragdybir' a mewnosoder 'rhagdybir'.

**Carl Sargeant** 110

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Atodlen 2, tudalen 56, llinell 5, hepgorer 'arno' a mewnosoder 'arni'.

**Carl Sargeant** 111

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version  
Atodlen 2, tudalen 56, llinell 17, hepgorer 'arno' a mewnosoder 'arni'.

**Carl Sargeant** 112

Schedule 2, page 59, after line 2, insert –

'CHAPTER ()

AGREEMENTS RELATING TO TRANSIT PITCHES ON LOCAL AUTHORITY GYPSY AND TRAVELLER  
SITES

*Duration of agreement*

- ( ) Subject to paragraph ( ) the right to station the mobile home on the transit pitch subsists until –
- (a) the fixed period set out in the agreement expires, or
  - (b) termination of the agreement under paragraph ( ) or ( ), whichever is sooner.
- ( ) (1) If the owner's estate or interest is insufficient to enable the owner to grant the right for the fixed period set out in the agreement, the period for which the right subsists does not extend beyond the date when the owner's estate or interest determines.
- (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.
- (3) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it requires the owner to limit the duration of stay for mobile homes on the site, the period for which the right subsists does not extend beyond that duration.

*Termination*

- ( ) The occupier is entitled to terminate the agreement before the expiry of the fixed period set out in the agreement by notice in writing given to the owner.
- ( ) The owner is entitled to terminate the agreement before the expiry of the fixed period set out in the agreement –
- (a) without being required to show any reason, by giving written notice not less than 4 weeks before the date on which that notice is to take effect, or
  - (b) immediately, where –
    - (i) the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time, and
    - (ii) the owner considers it reasonable for the agreement to be terminated.

*Recovery of overpayments by occupier*

- ( ) Where the agreement is terminated as mentioned in paragraph ( ) or ( ), the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

*Quiet enjoyment of the mobile home*

- ( ) The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraph ( ).

*Owner's right of entry to the pitch*

- ( ) (1) The owner may enter the pitch without prior notice between the hours of 9 am and 6 pm –
- (a) to deliver written communications, including post and notices, to the occupier, and
  - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
- (2) The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- (3) In this paragraph “essential repair or emergency works” means –
- (a) repairs to the base on which the mobile home is stationed,
  - (b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses,
  - (c) works or repairs needed to comply with any relevant legal requirements, or
  - (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.
- (4) Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in sub-paragraph (1) or (2) only if the owner has given the occupier at least 14 clear days’ written notice of the date, time and reason for the visit.
- (5) The rights conferred by this paragraph do not extend to the mobile home.

*Owner's name and address*

- ( ) (1) The owner must by notice inform the occupier of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier.
- (2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner complies with sub-paragraph (1).

- (3) Where in accordance with the agreement the owner gives any written notice to the occupier the notice must contain the name and address of the owner.
  - (4) Where—
    - (a) the occupier receives such a notice, but
    - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),the notice is to be treated as not having been given until such time as the owner gives the information to the occupier in respect of the notice.
  - (5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph ( ) (1) applies.
- (1) (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.
  - (2) Where—
    - (a) the occupier receives such a demand, but
    - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

## CHAPTER ( )

### AGREEMENTS RELATING TO PERMANENT PITCHES ON GYPSY AND TRAVELLER SITES

#### *Duration of agreement*

- ( ) Subject to paragraph ( ), the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph ( ), ( ), ( ) or ( ).
- (1) (1) If the owner's estate or interest is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists does not extend beyond the date when the owner's estate or interest determines.
- (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.
- (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account is to be taken of that change.

#### *Termination*

- ( ) The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than 4 weeks before the date on which it is to take effect.

- ( ) The owner is entitled to terminate the agreement immediately if, on the application of the owner, the appropriate judicial body –
  - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time, and
  - (b) considers it reasonable for the agreement to be terminated.
- ( ) The owner is entitled to terminate the agreement immediately if, on the application of the owner, the appropriate judicial body –
  - (a) is satisfied that the occupier is not occupying the mobile home as the occupier’s only or main residence, and
  - (b) considers it reasonable for the agreement to be terminated.
- ( ) (1) The owner is entitled to terminate the agreement immediately if –
  - (a) on the application of the owner, a tribunal has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site, and
  - (b) then, on the application of the owner, the appropriate judicial body, having regard to the tribunal’s determination and to any other circumstances, considers it reasonable for the agreement to be terminated.
- (2) Sub-paragraphs (3) and (4) apply if, on an application to the tribunal under sub-paragraph (1)(a) –
  - (a) the tribunal considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but
  - (b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and
  - (c) the occupier indicates to the tribunal that the occupier intends to carry out those repairs.
- (3) In such a case, the tribunal may make an interim order –
  - (a) specifying the repairs that must be carried out and the time within which they must be carried out, and
  - (b) adjourning the proceedings on the application for such period specified in the interim order as the tribunal considers reasonable to enable the repairs to be carried out.
- (4) If the tribunal makes an interim order under sub-paragraph (3), it must not make a determination under sub-paragraph (1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

*Assignment of agreement*

- ( ) (1) The occupier (“A”) may assign the agreement –
  - (a) to a person who is a member of A’s family, or
  - (b) to another person (“B”) if the conditions in sub-paragraph (2) are met.

- (2) The conditions are that—
  - (a) A must have the approval of the owner, and
  - (b) B must—
    - (i) be an occupier of a permanent pitch on a relevant site, and
    - (ii) have the approval of the owner to the assignment of B’s agreement to A or to another occupier of a permanent pitch on a relevant site.
- (3) A relevant site for the purposes of sub-paragraph (2) is a local authority Gypsy and Traveller site in the area of the local authority in which the site on which the pitch to which A’s agreement relates is located.
- (4) Neither the occupier nor the owner may require any payment to be made (whether to the occupier or owner or otherwise) in connection with the assignment of the agreement under this paragraph.
- ( ) (1) The occupier may serve on the owner a request to approve for the purposes of paragraph ( ), an assignment to a person named in the request (“the proposed occupier”).
- (2) Where the request relates to an assignment under paragraph ( ) (2)(a) the request must include satisfactory evidence that the proposed occupier is a member of the occupier’s family.
- (3) Where the owner receives a request under sub-paragraph (1), the owner must, within 28 days beginning with the date on which the request is received—
  - (a) approve the assignment, unless it is reasonable for the owner not to do so, and
  - (b) serve on the occupier notice of the owner’s decision (“a decision notice”).
- (4) If a person (“P”) receives a request under sub-paragraph (1) and P—
  - (a) while not being the owner, has an estate or interest in the land, and
  - (b) believes that another person is the owner,and that other person has not received such a request, P owes a duty to the occupier (enforceable by a claim in tort for breach of statutory duty, as well as by action for breach of an implied term) to take such steps as are reasonable to secure that the other person receives the request within the period of 28 days beginning with the date on which P receives it.
- (5) If the approval is withheld, the decision notice must specify the reasons for withholding it.
- (6) Where a fee lawfully due from the occupier has not been paid or any term of the agreement has been broken or not performed, the approval required for the purpose of paragraph ( ) may be given subject to a condition requiring the occupier to pay the outstanding fee, remedy the breach or perform the obligation.
- (7) Except as provided by sub-paragraph (6), the approval required for the purpose of paragraph ( ) cannot be given subject to a condition and a condition imposed otherwise than as so provided is to be disregarded.
- (8) If the owner fails to serve the notice or withholds approval to the assignment the occupier may apply to the tribunal for an order declaring that the assignment is approved for the purposes of paragraph ( ) and the tribunal may make such an order if it thinks fit.

- (9) If the question arises as to whether the notice required by sub-paragraph (3)(b) was served within the required period of 28 days, it is for an owner to show that the notice was so served.
- (10) If the owner did not approve the assignment and the question arises whether it was reasonable for the owner not to do so, it is for the owner to show that it was reasonable.
- (11) A request or notice under this paragraph –
  - (a) must be in writing, and
  - (b) may be served by post.
- (12) Subject to sub-paragraph (13), an application to the tribunal under sub-paragraph (8) by an occupier must be made –
  - (a) within the period of 3 months beginning with the day after the date on which the occupier receives the decision notice, or
  - (b) where the occupier receives no decision notice, within the period of 3 months beginning with the date which is 29 days after the date upon which the occupier served the request under sub-paragraph (1).
- (13) A tribunal may permit an application under sub-paragraph (8) to be made to the tribunal after the applicable period specified in sub-paragraph (12) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply before the end of that period and for any delay since then in applying for permission to make the application out of time.

*Recovery of overpayments by occupier*

- ( ) Where the agreement is terminated as mentioned in paragraph ( ), ( ), ( ) or ( ), the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

*Re-siting of mobile home*

- ( ) (1) The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site or a pitch forming part of another protected site ("the other pitch") if –
  - (a) on the application of the owner, a tribunal is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period, or
  - (b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.
- (2) A pitch forming part of another protected site is, for the purposes of sub-paragraph (1)(a), broadly comparable to the occupier's original pitch only if it provides access to health and education services required by the occupier which is, as far as reasonably practicable, broadly comparable to the access provided by the occupier's original pitch.



- (3) If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must, if the occupier requires the owner to do so or a tribunal on the application of the occupier orders the owner to do so, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (4) The owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.
- (5) In this paragraph and in paragraph ( ) “essential repair or emergency works” means –
  - (a) repairs to the base on which the mobile home is stationed,
  - (b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses,
  - (c) works or repairs needed to comply with any relevant legal requirements, or
  - (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.

*Quiet enjoyment of the mobile home*

- ( ) The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs ( ) and ( ).

*Owner’s right of entry to the pitch*

- ( ) (1) The owner may enter the pitch without prior notice between the hours of 9 am and 6 pm –
  - (a) to deliver written communications, including post and notices, to the occupier, and
  - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
- (2) The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- (3) Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in sub-paragraph (1) or (2) only if the owner has given the occupier at least 14 clear days’ written notice of the date, time and reason for the owner’s visit.
- (4) The rights conferred by this paragraph do not extend to the mobile home.

*The pitch fee*

- ( ) (1) The pitch fee can only be changed in accordance with this paragraph, either –
  - (a) with the agreement of the occupier, or

- (b) if a tribunal, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.
- (2) The pitch fee must be reviewed annually as at the review date.
- (3) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner's proposals in respect of the new pitch fee.
- (4) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.
- (5) If the occupier does not agree to the proposed new pitch fee –
  - (a) the owner may apply to a tribunal for an order under sub-paragraph (b) determining the amount of the new pitch fee,
  - (b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by a tribunal under sub-paragraph (1)(b), and
  - (c) the new pitch fee is payable as from the review date but the occupier is not to be regarded as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the order of the tribunal determining the amount of the new pitch fee.
- (6) An application under sub-paragraph (5)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than 3 months after the review date.
- (7) Sub-paragraphs (8) to (12) apply if the owner –
  - (a) has not served the notice required by sub-paragraph (3) by the time by which it was required to be served, but
  - (b) at any time afterwards serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.
- (8) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (7)(b).
- (9) If the occupier has not agreed to the proposed pitch fee –
  - (a) the owner may apply to a tribunal for an order under sub-paragraph (1)(b) determining the amount of the new pitch fee,
  - (b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by a tribunal under paragraph (1)(b), and
  - (c) if a tribunal makes such an order, the new pitch fee is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (7)(b).
- (10) An application under sub-paragraph (9) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (7)(b) but no later than 4 months after the date on which the owner serves that notice.

- (11) A tribunal may permit an application under sub-paragraph (5)(a) or (9)(a) to be made to it outside the time limit specified in sub-paragraph (6) (in the case of an application under sub-paragraph (5)(a) or in sub-paragraph (10) (in the case of an application under sub-paragraph (9)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.
- (12) The occupier is not to be treated as being in arrears –
  - (a) where sub-paragraph (8) applies, until the 28th day after the date on which the new pitch fee is agreed, or
  - (b) where sub-paragraph (9)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of a tribunal order determining the amount of the new pitch fee.
- ( ) (1) When determining the amount of the new pitch fee particular regard is to be had to –
  - (a) any sums expended by the owner since the last review date on improvements –
    - (i) which are for the benefit of the occupiers of mobile homes on the protected site,
    - (ii) which were the subject of consultation in accordance with paragraph ( ) (1)(f) and (g), and
    - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, a tribunal, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee,
  - (b) any decrease in the amenity of the protected site since the last review date, and
  - (c) the effect of any enactment which has come into force since the last review date.
- (2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only 1 occupier and, in the event of there being more than 1 occupier of a mobile home, its occupier is to be taken to be whichever the occupiers agree or, in default of agreement, the occupier whose name first appears on the agreement.
- (3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.
- ( ) When determining the amount of the new pitch fee no regard may be had to –
  - (a) any costs incurred by the owner in connection with expanding the protected site, or
  - (b) any costs incurred by the owner in relation to the conduct of proceedings under this Part or the agreement.
- ( ) (1) Unless it would be unreasonable having regard to paragraph ( ) (1), there is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer prices index calculated by reference only to –
  - (a) the latest index, and

- (b) the index published for the month which was 12 months before that to which the latest index relates.
- (2) In sub-paragraph (1) “the latest index” means –
  - (a) in the case where the owner serves a notice under paragraph ( ) (3), the latest index published before the day on which that notice is served, and
  - (b) in the case where the owner serves a notice under paragraph ( ) (7)(b), the latest index published before the day by which the owner was required to serve a notice under paragraph 15(2).

*Occupier’s obligations and owner’s corresponding obligations*

- ( ) (1) The occupier must –
  - (a) pay the pitch fee to the owner,
  - (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner,
  - (c) keep the mobile home in a sound state of repair,
  - (d) maintain –
    - (i) the outside of the mobile home, and
    - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,in a clean and tidy condition, and
  - (e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.
- (2) The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier’s obligations under sub-paragraph (1)(c) and (d).

*Owner’s other obligations*

- ( ) (1) The owner must –
  - (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of –
    - (i) the size of the pitch and the base on which the mobile home is stationed, and
    - (ii) the location of the pitch and the base within the protected site,and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base,
  - (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of –
    - (i) any new pitch fee,
    - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement, and

- (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement,
  - (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home,
  - (d) be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided,
  - (e) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site,
  - (f) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee, and
  - (g) consult a qualifying residents' association (if there is one) about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.
- (2) For the purposes of sub-paragraph (1)(f), to "consult" the occupier means –
- (a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which –
    - (i) describes the proposed improvements and how they will benefit the occupier in the long and short term,
    - (ii) details how the pitch fee may be affected when it is next reviewed, and
    - (iii) states when and where the occupier can make representations about the proposed improvements, and
  - (b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.
- (3) For the purposes of sub-paragraph (1)(g), to "consult" a qualifying residents' association means –
- (a) to give the association at least 28 clear days' notice in writing of the matters referred to in sub-paragraph (1)(g) which –
    - (i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term, and
    - (ii) states when and where the association can make representations about the matters, and
  - (b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

*Owner's name and address*

- ( ) (1) The owner must by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier or a qualifying residents' association.

- (2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner does comply with that sub-paragraph.
  - (3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the notice must contain the name and address of the owner.
  - (4) Where—
    - (a) the occupier or a qualifying residents' association receives such a notice, but
    - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.
  - (5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph ( ) (1) applies.
- ( ) (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.
  - (2) Where—
    - (a) the occupier receives such a demand, but
    - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1), the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.'

Atodlen 2, tudalen 59, ar ôl llinell 4, mewnosoder—

'PENNOD ( )

CYTUNDEBAU SY'N YMWNEUD Â LLEINIAU TRAMWY AR SAFLEOEDD SIPSIWN A THEITHWYR  
AWDURDODAU LLEOL

*Cyfnod para'r cytundeb*

- ( ) Yn ddarostyngedig i baragraff ( ) mae'r hawl i osod y cartref symudol ar y llain dramwy yn bodoli hyd nes—
  - (a) y daw'r cyfnod gosodedig a nodir yn y cytundeb i ben, neu
  - (b) y terfynir y cytundeb o dan baragraff ( ) neu ( ), p'un bynnag yw'r cynharaf.
- ( ) (1) Os nad yw ystâd neu fuddiant y perchennog yn ddigon i alluogi'r perchennog i roi'r hawl am y cyfnod gosodedig a nodir yn y cytundeb, nid yw'r cyfnod pryd y bydd yr hawl yn bodoli yn ymestyn y tu hwnt i'r dyddiad pan fydd ystâd neu fuddiant y perchennog yn terfynu.

- (2) Os oes caniatâd cynllunio i ddefnyddio'r safle gwarchoddedig fel safle i gartrefi symudol wedi ei roi mewn termau sy'n golygu y daw i ben ar ddiwedd cyfnod penodedig, nid yw'r cyfnod pryd y bydd yr hawl yn bodoli yn ymestyn y tu hwnt i'r dyddiad y daw'r caniatâd cynllunio i ben.
- (3) Os oes caniatâd cynllunio i ddefnyddio'r safle gwarchoddedig fel safle i gartrefi symudol wedi ei roi mewn termau sy'n golygu ei bod yn ofynnol i'r perchennog gyfyngu ar gyfnod aros cartrefi symudol ar y safle, nid yw'r cyfnod pryd y bydd yr hawl yn bodoli yn ymestyn y tu hwnt i'r cyfnod hwnnw.

#### *Terfynu*

- ( ) Mae gan y meddiannydd hawl i derfynu'r cytundeb cyn i'r cyfnod gosodedig a nodir yn y cytundeb ddod i ben drwy roi hysbysiad ysgrifenedig i'r perchennog.
- ( ) Mae gan y perchennog hawl i derfynu'r cytundeb cyn i'r cyfnod gosodedig a nodir yn y cytundeb ddod i ben –
  - (a) heb fod yn ofynnol iddo ddangos unrhyw reswm, drwy roi hysbysiad ysgrifenedig nid llai na 4 wythnos cyn y dyddiad y mae i fod i ddod yn effeithiol, neu
  - (b) ar unwaith, pan fo –
    - (i) y meddiannydd wedi torri un neu ragor o delerau'r cytundeb, ac os nad yw, ar ôl i hysbysiad gael ei gyflwyno i gywiro'r toriad, wedi cydymffurfio a'r hysbysiad o fewn amser rhesymol, a
    - (ii) y perchennog o'r farn ei bod yn rhesymol terfynu'r cytundeb.

#### *Adennill gordaliadau gan y meddiannydd*

- ( ) Os terfynir y cytundeb fel y crybwyllir ym mharagraff ( ) neu ( ), mae gan y meddiannydd hawl i adennill oddi ar y perchennog gymaint o unrhyw daliad a wnaed gan y meddiannydd yn unol â'r cytundeb ag sydd i'w briodoli i gyfnod sy'n dechrau ar ôl y terfynu.

#### *Mwynhau'r cartref symudol yn ddidramgwydd*

- ( ) Mae gan y meddiannydd hawl i fwynhau'r cartref symudol ynghyd â'r llain yn ddidramgwydd yn ystod cyfnod y cytundeb, yn ddarostyngedig i baragraff ( ).

#### *Hawl y perchennog i fynd i'r llain*

- ( ) (1) Caiff y perchennog fynd i'r llain heb hysbysiad ymlaen llaw rhwng 9 am a 6 pm –
  - (a) i roi gohebiaeth ysgrifenedig, gan gynnwys post a hysbysiadau, i'r meddiannydd, a
  - (b) i ddarllen unrhyw fesurydd gwasanaethau nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill a ddarperir gan y perchennog.
- (2) Caiff y perchennog fynd i'r llain i wneud gwaith trwsio hanfodol neu waith brys ar ôl rhoi cymaint o hysbysiad i'r meddiannydd (boed mewn ysgrifenedig neu fel arall) ag sy'n rhesymol ymarferol o dan yr amgylchiadau.

- (3) Yn y paragraff hwn ystyr “gwaith trwsio hanfodol neu waith brys” yw –
  - (a) gwaith trwsio i’r sylfaen y gosodwyd y cartref symudol arni,
  - (b) gwaith trwsio i unrhyw adeiladau allanol a chyfleusterau a ddarperir gan y perchennog ar y llain ac i unrhyw wasanaethau nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill neu amwynderau eraill a ddarperir gan y perchennog yn yr adeiladau allanol hynny,
  - (c) gwaith neu waith trwsio y mae ei angen i gydymffurfio ag unrhyw ofynion cyfreithiol perthnasol, neu
  - (d) gwaith neu waith trwsio mewn cysylltiad ag adfer ar ôl llifogydd, tirlithriad neu drychineb naturiol arall.
- (4) Oni bai bod y meddiannydd wedi cytuno fel arall, caiff y perchennog fynd i’r llain am reswm heblaw’r un a bennir yn is-baragraff (1) neu (2) dim ond os yw’r perchennog wedi rhoi o leiaf 14 o ddiwrnodau clir o hysbysiad ysgrifenedig o ddyddiad ac amser yr ymweliad a’r rheswm drosto.
- (5) Nid yw’r hawliau a roddir gan y paragraff hwn yn ymestyn i’r cartref symudol.

*Enw a chyfeiriad y perchennog*

- ( ) (1) Rhaid i’r perchennog roi gwybod i’r meddiannydd drwy hysbysiad am y cyfeiriad yng Nghymru neu Loegr lle y caniateir i hysbysiadau (gan gynnwys hysbysiadau achosion) gael eu cyflwyno i’r perchennog gan y meddiannydd.
- (2) Os bydd y perchennog yn methu cydymffurfio ag is-baragraff (1), yna mae unrhyw swm sy’n ddyledus fel arall gan y meddiannydd i’r perchennog o ran y ffi am y llain i’w drin at bob diben fel pe na bai’n ddyledus gan y meddiannydd i’r perchennog ar unrhyw adeg cyn i’r perchennog gydymffurfio ag is-baragraff (1).
- (3) Pan fo’r perchennog, yn unol â’r cytundeb, yn rhoi unrhyw hysbysiad ysgrifenedig i’r meddiannydd rhaid i’r hysbysiad gynnwys enw a chyfeiriad y perchennog.
- (4) Pan fo –
  - (a) y meddiannydd yn cael hysbysiad o’r fath, ond
  - (b) yr hysbysiad heb gynnwys yr wybodaeth y mae’n ofynnol ei chynnwys ynddo yn rhinwedd is-baragraff (3),mae’r hysbysiad i’w drin fel pe na bai wedi ei roi hyd nes y bydd y perchennog yn rhoi’r wybodaeth i’r meddiannydd o ran yr hysbysiad.
- (5) Nid oes dim yn is-baragraffau (3) a (4) sy’n gymwys i unrhyw hysbysiad sy’n cynnwys hawliad y mae paragraff ( ) (1) yn gymwys iddo.
- ( ) (1) Pan fo’r perchennog yn gwneud unrhyw hawliad i’r meddiannydd dalu’r ffi am y llain, neu o ran gwasanaethau a ddarparwyd neu daliadau eraill, rhaid i’r hawliad gynnwys enw a chyfeiriad y perchennog.
- (2) Pan fo –
  - (a) y meddiannydd yn cael hawliad o’r fath, ond
  - (b) yr hawliad hwnnw heb gynnwys yr wybodaeth y mae’n ofynnol ei chynnwys ynddo yn rhinwedd is-baragraff (1),



mae'r swm a hawlir i'w drin at bob diben fel pe na bai'n ddyledus gan y meddiannydd i'r perchennog ar unrhyw adeg cyn i'r perchennog roi'r wybodaeth honno i'r meddiannydd o ran yr hawliad.

PENNOD ()

CYTUNDEBAU SY'N YMWNEUD Â LLEINIAU PARHAOL AR SAFLEOEDD SIPSIWN A THEITHWYR

*Cyfnod para'r cytundeb*

- ( ) Yn ddarostyngedig i baragraff ( ), mae'r hawl i osod y cartref symudol ar dir sy'n ffurfio rhan o'r safle gwarchoddedig yn bodoli hyd nes i'r cytundeb gael ei derfynu o dan baragraff ( ), ( ), ( ) neu ( ).
- ( ) (1) Os nad yw ystâd neu fuddiant y perchennog yn ddigon i alluogi'r perchennog i roi'r hawl am gyfnod amhenodol, nid yw'r cyfnod pryd y bydd yr hawl yn bodoli yn ymestyn y tu hwnt i'r dyddiad pan fydd ystâd neu fuddiant y perchennog yn terfynu.
- (2) Os oes caniatâd cynllunio i ddefnyddio'r safle gwarchoddedig fel safle i gartrefi symudol wedi ei roi mewn termau sy'n golygu y daw i ben ar ddiwedd cyfnod penodedig, nid yw'r cyfnod pryd y bydd yr hawl yn bodoli yn ymestyn y tu hwnt i'r dyddiad y daw'r caniatâd cynllunio i ben.
- (3) Os ceir newid amgylchiadau cyn diwedd cyfnod a bennir gan y paragraff hwn a hwnnw'n caniatáu cyfnod hirach, mae ystyriaeth i gael ei rhoi i'r newid hwnnw.

*Terfynu*

- ( ) Mae gan y meddiannydd hawl i derfynu'r cytundeb drwy hysbysiad ysgrifenedig a roddir i'r perchennog nid llai na 4 wythnos cyn y dyddiad y mae i fod i ddod yn effeithiol.
- ( ) Mae gan y perchennog hawl i derfynu'r cytundeb ar unwaith os bydd y corff barnwrol priodol ar gais gan y perchennog –
  - (a) wedi ei fodloni bod y meddiannydd wedi torri unrhyw un neu ragor o delerau'r cytundeb ac os nad yw, ar ôl i hysbysiad gael ei gyflwyno i gywiro'r toriad, wedi cydymffurfio â'r hysbysiad o fewn amser rhesymol, a
  - (b) o'r farn ei bod yn rhesymol terfynu'r cytundeb.
- ( ) Mae gan y perchennog hawl i derfynu'r cytundeb ar unwaith os bydd y corff barnwrol priodol, ar gais y perchennog –
  - (a) wedi ei fodloni nad yw'r meddiannydd yn meddiannu'r cartref symudol fel unig neu brif breswylfa'r meddiannydd, a
  - (b) o'r farn ei bod yn rhesymol terfynu'r cytundeb.
- ( ) (1) Mae gan y perchennog hawl i derfynu'r cytundeb ar unwaith –
  - (a) os bydd tribiwnlys, ar gais y perchennog, wedi penderfynu bod y cartref symudol, o roi sylw i'w gyflwr, yn creu effaith andwyol ar amwynder y safle, a
  - (b) wedyn, ar gais y perchennog, os bydd y corff barnwrol priodol, o roi sylw i benderfyniad y tribiwnlys ac i unrhyw amgylchiadau eraill, o'r farn ei bod yn rhesymol terfynu'r cytundeb.

- (2) Mae is-baragraffau (3) a (4) yn gymwys, ar gais i'r tribiwnlys o dan is-baragraff (1)(a) –
  - (a) os bydd y tribiwnlys o'r farn, o roi sylw i gyflwr presennol y cartref symudol, ei fod yn creu effaith andwyol ar amwynder y safle, ond
  - (b) ei fod o'r farn hefyd y byddai'n rhesymol ymarferol i waith trwsio penodol gael ei wneud ar y cartref symudol a fyddai'n golygu na châi'r cartref symudol yr effaith andwyol honno, ac
  - (c) os bydd y meddiannydd yn mynegi i'r tribiwnlys fod y meddiannydd yn bwriadu gwneud y gwaith trwsio hwnnw.
- (3) Mewn achos o'r fath, caiff y tribiwnlys wneud gorchymyn interim –
  - (a) sy'n pennu'r gwaith trwsio y mae'n rhaid ei wneud ac o fewn pa amser y mae'n rhaid ei wneud, a
  - (b) sy'n gohirio'r achos ar y cais am unrhyw gyfnod a bennir yn y gorchymyn interim sy'n rhesymol ym marn y tribiwnlys i ganiatáu i'r gwaith trwsio gael ei wneud.
- (4) Os bydd y tribiwnlys yn gwneud gorchymyn interim o dan is-baragraff (3), rhaid iddo beidio â gwneud penderfyniad o dan is-baragraff (1)(a) oni bai ei fod wedi ei fodloni bod y cyfnod penodedig wedi dod i ben heb i'r gwaith trwsio gael ei wneud.

#### *Aseinio cytundeb*

- ( ) (1) Caiff y meddiannydd ("A") aseinio'r cytundeb –
  - (a) i berson sy'n aelod o deulu A, neu
  - (b) i berson arall ("B") os bodlonir yr amodau yn is-baragraff (2).
- (2) Dyma'r amodau –
  - (a) rhaid i A gael cymeradwyaeth y perchennog, a
  - (b) rhaid i B –
    - (i) feddiannu llain barhaol ar safle perthnasol, a
    - (ii) gael cymeradwyaeth y perchennog i B aseinio ei gytundeb i A neu i berson arall sy'n meddiannu llain barhaol ar safle perthnasol.
- (3) Safle perthnasol at ddibenion is-baragraff (2) yw safle Sipsiwn a Theithwyr awdurdod lleol yn ardal yr awdurdod lleol lle y mae'r safle y mae'r llain arno y mae cytundeb A yn ymwneud â hi.
- (4) Ni chaiff y meddiannydd na'r perchennog ei gwneud yn ofynnol i unrhyw daliad gael ei wneud (boed i'r meddiannydd neu i'r perchennog neu fel arall) mewn cysylltiad ag aseinio'r cytundeb o dan y paragraff hwn.
- ( ) (1) Caiff y meddiannydd gyflwyno cais i'r perchennog i gymeradwyo, at ddibenion paragraff ( ), aseiniad i berson a enwir yn y cais ("y meddiannydd arfaethedig").
- (2) Pan fo'r cais yn ymwneud ag aseiniad o dan baragraff ( ) (2)(a) rhaid i'r cais gynnwys tystiolaeth foddhaol bod y meddiannydd arfaethedig yn aelod o deulu'r meddiannydd.
- (3) Pan fo'r perchennog yn cael cais o dan is-baragraff (1), rhaid i'r perchennog, cyn pen 28 o ddiwrnodau sy'n dechrau â'r dyddiad y daw y cais i law –

- (a) cymeradwyo'r aseiniad, oni bai ei bod yn rhesymol i'r perchennog beidio â gwneud hynny, a
  - (b) cyflwyno hysbysiad o benderfyniad y perchennog ("hysbysiad penderfynu") i'r meddiannydd.
- (4) Os yw person ("P") yn cael cais o dan is-baragraff (1) ac mae P—
  - (a) er nad ef yw'r perchennog, ag ystâd neu fuddiant yn y tir, a
  - (b) yn credu mai person arall yw'r perchennog,ac nid yw'r person arall wedi cael cais o'r fath, mae ar P ddyletswydd i'r meddiannydd (y gellir ei gorfodi drwy hawliad mewn camwedd am dorri dyletswydd statudol, yn ogystal â thrwy achos am dorri term ymhlyg) i gymryd camau rhesymol i sicrhau bod y person arall yn cael y cais cyn pen y cyfnod o 28 o ddiwrnodau sy'n dechrau â'r dyddiad pryd y caiff P ef.
- (5) Os gwrthodir y gymeradwyaeth, rhaid i'r hysbysiad penderfynu bennu'r rhesymau dros ei gwrthod.
- (6) Pan fo ffi sy'n ddyledus yn gyfreithlon oddi wrth y meddiannydd heb gael ei thalu neu pan fo unrhyw un neu ragor o delerau'r cytundeb wedi cael ei dorri neu heb ei berfformio, caniateir rhoi'r gymeradwyaeth sy'n ofynnol at ddibenion paragraff 41 yn ddarostyngedig i amod sy'n ei gwneud yn ofynnol i'r meddiannydd dalu'r ffi sy'n aros heb ei thalu, cywiro'r toriad neu berfformio'r rhwymedigaeth.
- (7) Ac eithrio fel y'i darperir gan is-baragraff (6), ni ellir rhoi'r gymeradwyaeth at ddibenion paragraff ( ) yn ddarostyngedig i amod ac mae amod a osodir yn wahanol i'r hyn a ddarperir felly i'w ddiystyru.
- (8) Os yw'r perchennog yn methu â chyflwyno'r hysbysiad neu'n gwrthod cymeradwyo'r aseiniad caiff y meddiannydd wneud cais i'r tribiwnlys am orchymyn sy'n datgan bod yr aseiniad wedi ei gymeradwyo at ddibenion paragraff ( ) a chaiff y tribiwnlys wneud gorchymyn o'r fath os yw'n barnu bod hynny'n addas.
- (9) Os cyfyd cwestiwn ynghylch a gyflwynwyd yr hysbysiad sy'n ofynnol gan is-baragraff (3)(b) cyn pen y cyfnod gofynnol o 28 o ddiwrnodau, y perchennog sydd i ddangos bod yr hysbysiad wedi ei gyflwyno felly.
- (10) Os na chymeradwyodd y perchennog yr aseiniad a chyfyd cwestiwn ynghylch a oedd yn rhesymol i'r perchennog beidio â gwneud hynny, y perchennog sydd i ddangos bod hynny'n rhesymol.
- (11) O ran cais neu hysbysiad o dan y paragraff hwn—
  - (a) rhaid iddo fod yn ysgrifenedig, a
  - (b) caniateir ei gyflwyno drwy'r post.
- (12) Yn ddarostyngedig i is-baragraff (13), rhaid i gais gan feddiannydd i'r tribiwnlys o dan is-baragraff (8) gael ei wneud—
  - (a) cyn pen y cyfnod o 3 mis sy'n dechrau drannoeth y dyddiad y caiff y meddiannydd yr hysbysiad penderfynu, neu
  - (b) pan na fo'r meddiannydd yn cael hysbysiad penderfynu, cyn pen y cyfnod o 3 mis sy'n dechrau â'r dyddiad sy'n 29 o ddiwrnodau ar ôl y dyddiad y cyflwynodd y meddiannydd y cais o dan is-baragraff (1).

- (13) Caiff tribiwnlys ganiatáu i gais o dan is-baragraff (8) gael ei wneud i'r tribiwnlys ar ôl y cyfnod cymwys a bennir yn is-baragraff (12) os yw wedi ei fodloni bod, o dan yr holl amgylchiadau, resymau da dros y methiant i wneud cais cyn diwedd y cyfnod hwnnw a thros unrhyw oedi ers hynny wrth wneud cais am ganiatâd i wneud y cais allan o amser.

*Adennill gordaliadau gan feddiannydd*

- ( ) Os terfynir y cytundeb fel y crybwyllir ym mharagraffau ( ), ( ), ( ) neu ( ), mae gan y meddiannydd hawl i adennill oddi ar y perchennog gymaint o unrhyw daliad a wnaed gan y meddiannydd yn unol â'r cytundeb ag sydd i'w briodoli i gyfnod sy'n dechrau ar ôl y terfynu.

*Ail-leoli cartref symudol*

- ( ) (1) Mae gan y perchennog hawl i'w gwneud yn ofynnol bod hawl y meddiannydd i osod y cartref symudol yn arferadwy am unrhyw gyfnod o ran llain arall sy'n ffurfio rhan o'r safle gwarchoddedig neu lain sy'n ffurfio rhan o safle gwarchoddedig arall ("y llain arall") –
- (a) os bydd tribiwnlys, ar gais y perchennog, wedi ei fodloni bod y llain arall yn debyg yn fras i lain wreiddiol y meddiannydd a'i bod yn rhesymol gosod y cartref symudol ar y llain arall am y cyfnod hwnnw, neu
  - (b) os bydd angen i'r perchennog wneud gwaith trwsio hanfodol neu waith brys nad oes modd ei wneud ond os caiff y cartref symudol ei symud i'r llain arall am y cyfnod hwnnw, a bod y llain arall yn debyg yn fras i lain wreiddiol y meddiannydd.
- (2) Nid yw llain sy'n ffurfio rhan o safle gwarchoddedig arall, at ddibenion is-baragraff (1)(a), yn debyg yn fras i lain wreiddiol y meddiannydd, ond os yw'n rhoi mynediad i wasanaethau iechyd ac addysg sy'n ofynnol gan y meddiannydd sydd, i'r graddau y mae'n rhesymol ymarferol, yn debyg yn fras i'r mynediad a roddwyd gan lain wreiddiol y meddiannydd.
- (3) Os yw'r perchennog yn ei gwneud yn ofynnol i feddiannydd osod y cartref symudol ar y llain arall er mwyn i'r perchennog gallu rhoi sylfaen newydd i'r cartref symudol gael ei osod arni neu i wneud gwaith trwsio i'r sylfaen honno, rhaid i'r perchennog, os yw'r meddiannydd yn ei gwneud yn ofynnol i'r perchennog wneud hynny, sicrhau bod y cartref symudol yn cael ei ddychwelyd i'r llain wreiddiol ar ôl i'r gwaith o roi sylfaen newydd neu'r gwaith trwsio gael ei gwblhau.
- (4) Rhaid i'r perchennog dalu'r holl gostau a threuliau y mae'r meddiannydd yn mynd iddynt mewn cysylltiad â symud y cartref symudol i'r llain arall ac yn ôl.
- (5) Yn y paragraff hwn ac ym mharagraff ( ) ystyr "gwaith trwsio hanfodol neu waith brys" yw –
- (a) gwaith trwsio i'r sylfaen y gosodwyd y cartref symudol arni,
  - (b) gwaith trwsio i unrhyw adeiladau allanol a chyfleusterau a ddarperir gan y perchennog ar y llain ac i unrhyw wasanaethau nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill neu amwynderau eraill a ddarperir gan y perchennog yn yr adeiladau allanol hynny,

- (c) gwaith neu waith trwsio y mae ei angen i gydymffurfio ag unrhyw ofynion cyfreithiol perthnasol, neu
- (d) gwaith neu waith trwsio mewn cysylltiad ag adfer ar ôl llifogydd, tirlithriad neu drychineb naturiol arall.

*Mwynhau'r cartref symudol yn ddidramgwydd*

- ( ) Mae gan y meddiannydd hawl i fwynhau'r cartref symudol ynghyd â'r llain yn ddidramgwydd yn ystod cyfnod y cytundeb, yn ddarostyngedig i baragraffau ( ) a ( ).

*Hawl y perchennog i fynd i'r llain*

- ( ) (1) Caiff y perchennog fynd i'r llain heb hysbysiad ymlaen llaw rhwng 9 am a 6 pm –
  - (a) i roi gohebiaeth ysgrifenedig, gan gynnwys post a hysbysiadau, i'r meddiannydd, a
  - (b) i ddarllen unrhyw fesurydd gwasanaethau nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill a ddarperir gan y perchennog.
- (2) Caiff y perchennog fynd i'r llain i wneud gwaith trwsio hanfodol neu waith brys ar ôl rhoi cymaint o hysbysiad i'r meddiannydd (boed mewn ysgrifenedig neu fel arall) ag sy'n rhesymol ymarferol o dan yr amgylchiadau.
- (3) Oni bai bod y meddiannydd wedi cytuno fel arall, caiff y perchennog fynd i'r llain am reswm heblaw'r un a bennir yn is-baragraff (1) neu (2) neu dim ond os yw'r perchennog wedi rhoi o leiaf 14 o ddiwrnodau clir o hysbysiad ysgrifenedig o ddyddiad ac amser yr ymweliad a'r rheswm drosto.
- (4) Nid yw'r hawliau a roddir gan y paragraff hwn yn ymestyn i'r cartref symudol.

*Y ffi am y llain*

- ( ) (1) Dim ond yn unol â'r paragraff hwn y caniateir newid y ffi am y llain, naill ai –
  - (a) gyda chytundeb y meddiannydd, neu
  - (b) os bydd tribiwnlys, ar gais y perchennog neu'r meddiannydd, o'r farn ei bod yn rhesymol i'r ffi am y llain gael ei newid a'i fod yn gwneud gorchymyn sy'n pennu swm y ffi newydd am y llain.
- (2) Rhaid i'r ffi am y llain gael ei hadolygu'n flynyddol ar ddyddiad yr adolygiad.
- (3) O leiaf 28 o ddiwrnodau clir cyn dyddiad yr adolygiad rhaid i'r perchennog gyflwyno hysbysiad ysgrifenedig i'r meddiannydd sy'n nodi cynigion y perchennog o ran y ffi newydd am y llain.
- (4) Os bydd y meddiannydd yn cytuno i'r ffi newydd arfaethedig am y llain, mae'n daladwy o ddyddiad yr adolygiad ymlaen.
- (5) Os na fydd y meddiannydd yn cytuno i'r ffi newydd arfaethedig am y llain –
  - (a) caiff y perchennog wneud cais i dribiwnlys am orchymyn o dan is-baragraff (b) sy'n pennu swm y ffi newydd am y llain,

- (b) rhaid i'r meddiannydd barhau i dalu'r ffi gyfredol am y llain i'r perchennog hyd nes y cytunir ar y ffi newydd am y llain gan y meddiannydd neu y gwneir gorchymyn sy'n pennu swm y ffi newydd am y llain gan dribiwnlys o dan is-baragraff (1)(b), ac
  - (c) mae'r ffi newydd am y llain yn daladwy o ddyddiad yr adolygiad ymlaen ond rhaid peidio â barnu bod y meddiannydd mewn ôl-ddyledion tan yr 28ain diwrnod ar ôl y dyddiad y cytunwyd ar y ffi newydd am y llain neu, yn ôl y digwydd, yr 28ain diwrnod ar ôl dyddiad gorchymyn y tribiwnlys sy'n pennu swm y ffi newydd am y llain.
- (6) Caniateir i gais o dan is-baragraff (5)(a) gael ei wneud unrhyw bryd ar ôl diwedd y cyfnod o 28 o ddiwrnodau sy'n dechrau â dyddiad yr adolygiad ond heb fod yn fwy na 3 mis ar ôl dyddiad yr adolygiad.
- (7) Mae is-baragraffau (8) i (12) yn gymwys os bydd y perchennog—
- (a) heb gyflwyno'r hysbysiad y gofynnir amdani o dan is-baragraff (3) erbyn yr amser yr oedd yn ofynnol ei gyflwyno, ond
  - (b) ar unrhyw adeg wedyn yn cyflwyno hysbysiad ysgrifenedig i'r meddiannydd sy'n nodi cynigion y perchennog o ran ffi newydd am y llain.
- (8) Os bydd y meddiannydd (unrhyw bryd) yn cytuno i'r ffi arfaethedig am y llain, mae'n daladwy o'r 28ain diwrnod ar ôl y dyddiad y bydd y perchennog yn cyflwyno'r hysbysiad o dan is-baragraff (7)(b).
- (9) Os na fydd y meddiannydd wedi cytuno i'r ffi arfaethedig am y llain—
- (a) caiff y perchennog wneud cais i dribiwnlys am orchymyn o dan is-baragraff (1)(b) sy'n pennu swm y ffi newydd am y llain,
  - (b) rhaid i'r meddiannydd barhau i dalu'r ffi gyfredol am y llain i'r perchennog hyd nes y cytunir ar y ffi newydd am y llain gan y meddiannydd neu y gwneir gorchymyn sy'n pennu swm y ffi newydd am y llain gan dribiwnlys o dan is-baragraff (1)(b), ac
  - (c) os bydd tribiwnlys yn gwneud gorchymyn o'r fath, mae'r ffi newydd am y llain yn daladwy o'r 28ain diwrnod ar ôl y dyddiad y bydd y perchennog yn cyflwyno'r hysbysiad o dan is-baragraff (7)(b).
- (10) Caniateir i gais o dan is-baragraff (9) gael ei wneud unrhyw bryd ar ôl diwedd y cyfnod o 56 o ddiwrnodau sy'n dechrau â'r dyddiad y bydd y perchennog yn cyflwyno'r hysbysiad o dan is-baragraff (7)(b) ond heb fod yn fwy na 4 mis ar ôl y dyddiad y bydd y perchennog yn cyflwyno'r hysbysiad hwnnw.
- (11) Caiff tribiwnlys ganiatáu i gais o dan is-baragraff (5)(a) neu (9)(a) gael ei wneud iddo y tu allan i'r terfyn amser a bennir yn is-baragraff (6) (yn achos cais o dan is-baragraff (5)(a)) neu yn is-baragraff (10) (yn achos cais o dan is-baragraff (9)(a)) os bydd wedi ei fodloni, o dan yr holl amgylchiadau, fod rhesymau da dros fethu â gwneud cais o fewn y terfyn amser cymwys a thros unrhyw ohirio ers hynny wrth wneud cais am ganiatâd i wneud y cais y tu allan i'r amser.
- (12) Rhaid peidio â thrin y meddiannydd fel pe bai mewn ôl-ddyledion—
- (a) pan fo is-baragraff (8) yn gymwys, tan yr 28ain diwrnod ar ôl y dyddiad y cytunir ar y ffi newydd am y llain, neu

- (b) pan fo is-baragraff (9)(b) yn gymwys, tan yr 28ain diwrnod ar ôl y dyddiad y cytunir ar y ffi newydd am y llain neu, yn ôl y digwydd, yr 28ain diwrnod ar ôl dyddiad gorchymyn tribiwnlys sy'n pennu swm y ffi newydd am y llain.
- ( ) (1) Wrth bennu swm y ffi newydd am y llain rhaid rhoi sylw yn benodol i'r canlynol—
- (a) unrhyw symiau a wariwyd gan y perchennog ers dyddiad yr adolygiad diwethaf ar welliannau—
- (i) sydd er lles meddianwyr cartrefi symudol ar y safle gwarchoddedig,
- (ii) a fu'n destun ymgynghori yn unol â pharagraff ( ) (1)(f) ac (g), a
- (iii) nad yw mwyafrif o'r meddianwyr wedi anghytuno â hwy mewn ysgrifen neu, yn achos anghytuno o'r fath, y mae tribiwnlys, ar gais y perchennog, wedi gorchymyn y dylid eu cymryd i ystyriaeth wrth bennu swm y ffi newydd am y llain,
- (b) unrhyw ostyngiad yn amwynder y safle gwarchoddedig ers dyddiad yr adolygiad diwethaf, ac
- (c) effaith unrhyw ddeddfiad sydd wedi dod i rym ers dyddiad yr adolygiad diwethaf.
- (2) Wrth gyfrifo faint yw mwyafrif o'r meddianwyr at ddibenion is-baragraff (a)(iii) rhaid cymryd mai 1 meddiannydd yn unig sydd gan bob cartref symudol ac os oes mwy nag 1 meddiannydd cartref symudol, cymerir mai'r meddiannydd yw p'un bynnag ohonynt y mae'r meddianwyr yn cytuno arno neu, yn niffyg cytundeb, yr un y mae ei enw'n ymddangos gyntaf ar y cytundeb.
- (3) Mewn achos lle nad yw'r ffi am y llain wedi ei hadolygu o'r blaen, mae cyfeiriadau yn y paragraff hwn at ddyddiad yr adolygiad diwethaf i'w darllen fel cyfeiriadau at y dyddiad y cychwynnodd y cytundeb.
- ( ) Wrth bennu swm y ffi newydd am y llain, ni chaniateir rhoi sylw—
- (a) i unrhyw gostau yr aed iddynt gan y perchennog mewn cysylltiad ag ehangu'r safle gwarchoddedig,
- (b) i unrhyw gostau yr aed iddynt gan y perchennog mewn cysylltiad â chynnal achos o dan y Rhan hon neu'r cytundeb.
- ( ) (1) Oni bai y byddai hynny'n afresymol, o roi sylw i baragraff ( ) (1), rhagdybir bod y ffi am y llain i gynyddu neu i ostwng yn ôl canran nad yw'n fwy na chanran unrhyw gynnydd neu ostyngiad yn y mynegai prisiau defnyddwyr a gyfrifir drwy gyfeirio'n unig at y canlynol—
- (a) y mynegai diweddaraf, a
- (b) y mynegai a gyhoeddwyd am y mis a syrthiodd 12 mis cyn y mis y mae'r mynegai diweddaraf yn cyfeirio ato.
- (2) Yn is-baragraff (1) ystyr "y mynegai diweddaraf"—
- (a) mewn achos pan fo'r perchennog yn cyflwyno hysbysiad o dan baragraff ( ) (3), yw'r mynegai diwethaf a gyhoeddwyd cyn y diwrnod y cyflwynir yr hysbysiad hwnnw, a

- (b) mewn achos pan fo'r perchennog yn cyflwyno hysbysiad o dan baragraff ( ) (7)(b), yw'r mynegai diwethaf a gyhoeddwyd cyn y diwrnod yr oedd yn ofynnol i'r perchennog gyflwyno hysbysiad o dan baragraff 15(2).

*Rhwymedigaethau'r meddiannydd a rhwymedigaethau cyfatebol y perchennog*

( ) (1) Rhaid i'r meddiannydd –

- (a) talu'r ffi am y llain i'r perchennog,
- (b) talu i'r perchennog yr holl symiau sy'n ddyledus o dan y cytundeb o ran gwasanaethau nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill a ddarperir gan y perchennog,
- (c) cadw'r cartref symudol mewn cyflwr cadarn,
- (d) cadw –
- (i) y tu allan i'r cartref symudol, a
- (ii) y llain, gan gynnwys pob ffens ac adeilad allanol sy'n perthyn iddi ac i'r cartref symudol, neu a fwynheir gyda hwy,
- mewn cyflwr glân a chymen, ac
- (e) os bydd y perchennog yn gofyn, rhoi tystiolaeth ddogfennol i'r perchennog o unrhyw gostau neu dreuliau y bydd y meddiannydd yn gofyn am ad-daliad yn eu cylch.

- (2) Rhaid i'r perchennog beidio â gwneud unrhyw beth na pheri i unrhyw beth gael ei wneud a allai effeithio'n andwyol ar allu'r meddiannydd i gyflawni rhwymedigaethau'r meddiannydd o dan is-baragraff (1)(c) a (d).

*Rhwymedigaethau eraill y perchennog*

( ) (1) Rhaid i'r perchennog –

- (a) os bydd y meddiannydd yn gofyn, ac os bydd y meddiannydd yn talu tâl nad yw'n fwy na £30, roi manylion ysgrifenedig cywir am y canlynol –
- (i) maint y llain a'r sylfaen y gosodwyd y cartref symudol arni, a
- (ii) lleoliad y llain a'r sylfaen o fewn y safle gwarchoddedig,
- a rhaid i'r manylion gynnwys mesuriadau rhwng pwyntiau gosod y gellir eu hadnabod ar y safle gwarchoddedig a'r llain a'r sylfaen,
- (b) os bydd y meddiannydd yn gofyn, rhoi tystiolaeth ddogfennol (yn ddi-dâl) i ategu ac i esbonio –
- (i) unrhyw ffi newydd am y llain,
- (ii) unrhyw daliadau am wasanaethau nwy, trydan, dŵr carthffosiaeth neu wasanaethau eraill sy'n daladwy gan y meddiannydd i'r perchennog o dan y cytundeb, a
- (iii) unrhyw daliadau, costau neu dreuliau eraill sy'n daladwy gan y meddiannydd i'r perchennog o dan y cytundeb,



- (c) bod yn gyfrifol am drwsio'r sylfaen y gosodwyd y cartref symudol arni ac am gynnal unrhyw wasanaethau nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill a ddarperir gan y perchennog i'r llain neu i'r cartref symudol,
  - (d) bod yn gyfrifol am atgyweirio amwynderau eraill a ddarperir gan y perchennog ar y llain gan gynnwys unrhyw adeiladau allanol a chyfleusterau a ddarperir.
  - (e) cadw'r rhannau hynny o'r safle gwarchoddedig, gan gynnwys ffyrdd mynediad, ffensys terfyn y safle a choed, nad ydynt yn gyfrifoldeb i feddiannydd unrhyw gartref symudol a osodwyd ar y safle gwarchoddedig, mewn cyflwr glân a chymen,
  - (f) ymgynghori â'r meddiannydd ynghylch gwelliannau i'r safle gwarchoddedig yn gyffredinol, ac yn arbennig ynghylch y rhai y mae'r perchennog yn dymuno iddynt gael eu cymryd i ystyriaeth wrth bennu swm unrhyw ffi newydd am y llain, ac
  - (g) ymgynghori â chymdeithas trigolion gymwys (os oes un) ynghylch pob mater sy'n ymwneud â gweithredu a rheoli'r safle gwarchoddedig, gwelliannau iddo ac a allai effeithio ar y meddianwyr naill ai'n uniongyrchol neu'n anuniongyrchol.
- (2) At ddibenion is-baragraff (1)(f), ystyr "ymgynghori" â'r meddiannydd yw –
- (a) rhoi o leiaf 28 o ddiwrnodau clir o hysbysiad ysgrifenedig i'r meddiannydd am y gwelliannau arfaethedig sydd –
    - (i) yn disgrifio'r gwelliannau arfaethedig a sut y byddant o les i'r meddiannydd yn y tymor hir a'r tymor byr,
    - (ii) yn manylu ar sut y gellid effeithio ar y ffi am y llain y tro nesaf y caiff ei hadolygu, a
    - (iii) yn datgan pryd a ble y caiff y meddiannydd gyflwyno sylwadau am y gwelliannau arfaethedig, a
  - (b) cymryd i ystyriaeth unrhyw sylwadau a gyflwynir gan y meddiannydd ynghylch y gwelliannau arfaethedig, yn unol â pharagraff (a)(iii), cyn ymgymryd â hwy.
- (3) At ddibenion is-baragraff (1)(g), ystyr "ymgynghori" â chymdeithas trigolion gymwys yw –
- (a) rhoi o leiaf 28 o ddiwrnodau clir o hysbysiad ysgrifenedig i'r gymdeithas neu'r meddianwyr am y materion y cyfeirir atynt yn is-baragraff (1)(g) sydd –
    - (i) yn disgrifio'r materion a sut y gallent effeithio ar y meddianwyr naill ai'n uniongyrchol neu'n anuniongyrchol yn y tymor hir a'r tymor byr, a
    - (ii) yn datgan pryd a ble y caiff y gymdeithas neu'r meddianwyr gyflwyno sylwadau am y materion, a
  - (b) cymryd i ystyriaeth unrhyw sylwadau a gyflwynir gan y gymdeithas neu'r meddianwyr, yn unol â pharagraff (a)(ii), cyn bwrw ymlaen â'r materion.

*Enw a chyfeiriad y perchennog*

- ( ) (1) Rhaid i'r perchennog roi gwybod i'r meddiannydd ac unrhyw gymdeithas trigolion gymwys, drwy hysbysiad, am y cyfeiriad yng Nghymru neu Loegr lle y caniateir i hysbysiadau (gan gynnwys hysbysiadau achosion) gael eu cyflwyno i'r perchennog gan y meddiannydd neu gan gymdeithas trigolion gymwys.

- (2) Os bydd y perchennog yn methu cydymffurfio ag is-baragraff (1), yna mae unrhyw swm sy'n ddyledus fel arall gan y meddiannydd i'r perchennog o ran y ffi am y llain i'w drin at bob diben fel pe na bai'n ddyledus gan y meddiannydd i'r perchennog ar unrhyw adeg cyn i'r perchennog gydymffurfio â'r is-baragraff hwnnw.
  - (3) Os bydd y perchennog yn unol â'r cytundeb yn rhoi unrhyw hysbysiad ysgrifenedig i'r meddiannydd neu (yn ôl y digwydd) i gymdeithas trigolion gymwys, rhaid i'r hysbysiad gynnwys enw a chyfeiriad y perchennog.
  - (4) Pan fo—
    - (a) y meddiannydd neu gymdeithas trigolion gymwys yn cael hysbysiad o'r fath, ond
    - (b) y cais hwnnw heb gynnwys yr wybodaeth y mae'n ofynnol ei chynnwys ynddo yn rhinwedd is-baragraff (3),mae'r hysbysiad i'w drin fel pe na bai wedi ei roi hyd nes y bydd y perchennog yn rhoi'r wybodaeth i'r meddiannydd neu (yn ôl y digwydd) y gymdeithas o ran yr hysbysiad.
  - (5) Nid oes dim yn is-baragraffau (3) a (4) yn gymwys i unrhyw hysbysiad sy'n cynnwys hawliad y mae paragraff ( ) (1) yn gymwys iddo.
- ( ) (1) Os bydd y perchennog yn gwneud unrhyw hawliad i'r meddiannydd dalu'r ffi am y llain, neu o ran gwasanaethau a ddarparwyd neu daliadau eraill, rhaid i'r hawliad gynnwys enw a chyfeiriad y perchennog.
- (2) Pan fo—
    - (a) y meddiannydd yn cael hawliad o'r fath, ond
    - (b) yr hawliad hwnnw heb gynnwys yr wybodaeth y mae'n ofynnol ei chynnwys ynddo yn rhinwedd is-baragraff (1), mae'r swm a hawlir i'w drin at bob diben fel pe na bai'n ddyledus gan y meddiannydd i'r perchennog ar unrhyw adeg cyn i'r perchennog roi'r wybodaeth honno i'r meddiannydd o ran yr hawliad.'

**Carl Sargeant**

113

Schedule 4, page 64, leave out line 16.

Atodlen 4, tudalen 64, hepgorer llinell 16.

**Carl Sargeant**

114

Schedule 4, page 64, line 24, leave out '3(4)(b), for ", 8B or 9" substitute "or (8B)" and insert—  
'3(4)—

- (a) in paragraph (b), omit "in relation to a protected site in England; or", and
- (b) omit paragraph (c)'.  
(c)'

Atodlen 4, tudalen 64, llinell 24, hepgorer '3(4)(b), yn lle ", 8B or 9" rhodder "or (8B)" a mewnosoder—

'3(4)—

- (a) ym mharagraff (b), hepgorer "in relation to a protected site in England; or", a
- (b) hepgorer paragraff (c)'.  
(c)'

**Carl Sargeant** 115

Schedule 4, page 64, line 30, leave out 'or' and insert 'and'.

Atodlen 4, tudalen 64, llinell 30, hepgorer 'or' a mewnosoder 'and'.

**Carl Sargeant** 116

Schedule 4, page 64, line 32, leave out '(in both places)'.

Atodlen 4, tudalen 64, llinell 32, hepgorer '(yn y ddau le)'.

**Carl Sargeant** 117

Schedule 4, page 65, line 8, leave out 'omit "In the case of a protected site in England,"' and insert 'for "In the case of a protected site in England, a" substitute "A"'.  
'

Atodlen 4, tudalen 65, llinell 8, hepgorer ""In the case of a protected site in England,"" a mewnosoder 'yn lle "In the case of a protected site in England, a" rhodder "A"'.  
'

**Carl Sargeant** 118

Schedule 4, page 65, line 25, leave out 'and' at the second place where it appears.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version

**Carl Sargeant** 119

Schedule 4, page 65, after line 27, insert –

- (l) in Chapter 4, omit paragraphs 6A and 6B,
  - (m) in Chapter 4, in paragraph 8, omit sub-paragraph (1A),
  - (n) in Chapter 4, in paragraph 16 –
    - (i) in sub-paragraph (2), for "In the case of a protected site in England, when" substitute "When", and
    - (ii) omit sub-paragraph (2A),
  - (o) in Chapter 4, in paragraph 18 –
    - (i) in sub-paragraph (2), for "In the case of a protected site in England, there" substitute "There", and
    - (ii) omit sub-paragraphs (1A) and (1B),
  - (p) in Chapter 4, in paragraph 26 –
    - (i) in sub-paragraph (2), for "In the case of a protected site in England, when" substitute "When", and
    - (ii) omit sub-paragraph (2A), and
  - (q) in Chapter 4, paragraph 27, omit the definition of "consumer prices index".
- (10) Omit Part 3 of Schedule 1.'

Atodlen 4, tudalen 65, llinell 26, ar ôl "WALES", mewnosoder –  
,

- (c) ym Mhennod 4 hepgorer paragraffau 6A a 6B,
  - (d) ym Mhennod 4, ym mharagraff 8, hepgorer is baragraff (1A),
  - (e) ym Mhennod 4, ym mharagraff 16 –
    - (i) yn is-baragraff (2), yn lle "In the case of a protected site in England, when" rhodder "When", a
    - (ii) hepgorer is-baragraff (2A),
  - (f) ym Mhennod 4, ym mharagraff 18 –
    - (i) yn is-baragraff (2), yn lle "In the case of protected site in England, there" rhodder "There", a
    - (ii) hepgorer is-baragraffau (1A) a (1B),
  - (g) ym Mhennod 4, ym mharagraff 26 –
    - (i) yn is-baragraff (2), yn lle "In the case of a protected site in England, when" rhodder "When", a
    - (ii) hepgorer is-baragraff (2A), a
  - (h) ym Mhennod 4, paragraff 27, hepgorer y diffiniad o "consumer prices index"
- (4) Hepgorer Rhan 3 o Atodlen 1'.

### Carl Sargeant

120

Schedule 4, page 65, after line 34, insert –

*'Town and Country Planning Act 1990 (c. 8)*

- 6 (1) The Town and Country Planning Act 1990 is amended as follows.
- (2) In section 71(4), after "caravan site" insert "or under Part 2 of the Mobile Homes (Wales) Act 2013 authorising the use of the land as a site for mobile homes (within the meaning of that Act)".
  - (3) In section 141(7)(a), after "1960" insert "or section 7(1) of the Mobile Homes (Wales) Act 2013;"'. .

Atodlen 4, tudalen 65, ar ôl llinell 34, mewnosoder –

*'Deddf Cynllunio Gwlad a Thref 1990 (p.8)*

- 5A (1) Mae Deddf Cynllunio Gwlad a Thref 1990 wedi ei diwygio fel a ganlyn.
- (2) Yn adran 71(4), ar ôl "caravan site" mewnosoder "or under Part 2 of the Mobile Homes (Wales) Act 2013 authorising the use of the land as a site for mobile homes (within the meaning of that Act)".
  - (3) Yn adran 141(7)(a), ar ôl "1960" mewnosoder "or section 7(1) of the Mobile Homes (Wales) Act 2013;"'. .

**Carl Sargeant**

**121**

Schedule 4, page 66, line 33, leave out 'any provision'.

Atodlen 4, tudalen 66, llinell 33, hepgorer 'any provision'.

**Carl Sargeant**

**122**

Nid oes angen diwygio'r fersiwn Saesneg. There is no need to amend the English version

Atodlen 5, tudalen 68, llinell 15, ar ôl 'hon', mewnosoder 'i rym'.

**Carl Sargeant**

**123**

Schedule 5, page 68, line 16, after 'reenacted', insert 'has'.

Nid oes angen diwygio'r fersiwn Cymraeg. There is no need to amend the Welsh version