

# HYSBYSIAD YNGHYLCH GWELLIANNAU NOTICE OF AMENDMENTS

Cyflwynwyd ar 15 Chwefror 2019  
Tabled on 15 February 2019

## Bil Rhentu Cartrefi (Ffioedd etc.) (Cymru) Renting Homes (Fees etc.) (Wales) Bill

Mae'r gwelliannau â \* ar eu pwys yn rhai newydd neu'n rhai sydd wedi'u haddasu

Amendments marked \* are new or have been altered

### Julie James

1

Long title, page 1, line 2, leave out 'as a condition of the grant, renewal or continuance of standard occupation contracts' and insert 'in consideration of the grant, renewal or continuance of a standard occupation contract, or pursuant to a term of a standard occupation contract'.

Teitl hir, tudalen 1, llinell 2, hepgorer 'fel amod o roi neu o adnewyddu contractau meddiannaeth safonol, neu o barhau â chontractau o'r fath' a mewnosoder 'yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu yn unol â theler mewn contract meddiannaeth safonol'.

### Julie James

2

Section 1, page 1, line 12, leave out 'as a condition of the grant, renewal or continuance' and insert 'in consideration of the grant, renewal or continuance of a standard occupation contract, or pursuant to a term'.

Adran 1, tudalen 1, llinell 13, hepgorer ', fel amod o roi neu o adnewyddu contract meddiannaeth safonol, neu o barhau â chontract o'r fath' a mewnosoder 'yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o'r fath, neu yn unol â theler mewn contract meddiannaeth safonol'.

### Julie James

3

Section 2, page 1, line 28, leave out ', as a condition of the grant, renewal or continuance of a standard occupation contract' and insert –

' –

- (a) in consideration of the grant, renewal or continuance of a standard occupation contract, or



- (b) pursuant to a term of a standard occupation contract which purports to require the payment to be made’.

Adran 2, tudalen 1, llinell 31, hepgorer ‘, fel amod o roi neu o adnewyddu contract meddiannaeth safonol, neu o barhau â chontract o’r fath’ a mewnosoder –

‘ –

- (a) yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o’r fath, neu
- (b) yn unol â theler mewn contract meddiannaeth safonol sy’n honni ei bod yn ofynnol i’r taliad gael ei wneud’.

#### **Julie James**

4

Section 2, page 2, line 2, leave out ‘, as a condition of the grant, renewal or continuance of a standard occupation contract’ and insert –

‘ –

- (a) in consideration of the grant, renewal or continuance of a standard occupation contract, or
- (b) pursuant to a term of a standard occupation contract which purports to require entry into the contract for services’.

Adran 2, tudalen 2, llinell 2, hepgorer ‘, fel amod o roi neu o adnewyddu contract meddiannaeth safonol, neu o barhau â chontract o’r fath’ a mewnosoder –

‘ –

- (a) yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o’r fath, neu
- (b) yn unol â theler mewn contract meddiannaeth safonol sy’n honni ei bod yn ofynnol ymrwymo i’r contract am wasanaethau’.

#### **Julie James**

5

Section 2, page 2, line 4, after ‘services’ at the first place where it appears, insert ‘concerned’.

Adran 2, tudalen 2, llinell 4, ar ôl ‘wasanaethau’, mewnosoder ‘o dan sylw’.

#### **Julie James**

6

Section 2, page 2, line 9, leave out ‘, as a condition of the grant, renewal or continuance of a standard occupation contract’ and insert –

‘ –

- (a) in consideration of the grant, renewal or continuance of a standard occupation contract, or



- (b) pursuant to a term of a standard occupation contract which purports to require the loan to be granted’.

Adran 2, tudalen 2, llinell 10, hepgorer ‘, fel amod o roi neu o adnewyddu contract meddiannaeth safonol, neu o barhau â chontract o’r fath’ a mewnosoder –

‘ –

- (a) yn gydnabyddiaeth am roi neu am adnewyddu contract meddiannaeth safonol, neu am barhau â chontract o’r fath, neu
- (b) yn unol â theler mewn contract meddiannaeth safonol sy’n honni ei bod yn ofynnol i’r benthyciad gael ei roi’.

**Julie James**

7

Section 3, page 2, line 18, leave out ‘, as a condition of arranging the grant, renewal or continuance of a standard occupation contract’ and insert –

‘ –

- (a) in consideration of arranging the grant, renewal or continuance of a standard occupation contract, or
- (b) pursuant to a term of a standard occupation contract which purports to require the payment to be made’.

Adran 3, tudalen 2, llinell 19, hepgorer ‘, fel amod o drefnu i roi neu adnewyddu contract meddiannaeth safonol neu o drefnu i barhau â chontract o’r fath’ a mewnosoder –

‘ –

- (a) yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu am drefnu i barhau â chontract o’r fath, neu
- (b) yn unol â theler mewn contract meddiannaeth safonol sy’n honni ei bod yn ofynnol i’r taliad gael ei wneud’.

**Julie James**

8

Section 3, page 2, line 21, leave out ‘, as a condition of arranging the grant, renewal or continuance of a standard occupation contract’ and insert –

‘ –

- (a) in consideration of arranging the grant, renewal or continuance of a standard occupation contract, or
- (b) pursuant to a term of a standard occupation contract which purports to require entry into the contract for services’.



Adran 3, tudalen 2, llinell 22, hepgorer ‘, fel amod o drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu o drefnu i barhau â chontract o’r fath’ a mewnosoder –

‘ –

- (a) yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu am drefnu i barhau â chontract o’r fath, neu
- (b) yn unol â theler mewn contract meddiannaeth safonol sy’n honni ei bod yn ofynnol ymrwymo i’r contract am wasanaethau’.

**Julie James**

9

Section 3, page 2, after line 22, insert –

‘[ ] But subsection (2) does not apply if the contract for services concerned is a contract between a landlord and a letting agent only, in respect of lettings work or property management work to be carried out by the agent on the landlord’s behalf.’.

Adran 3, tudalen 2, ar ôl llinell 24, mewnosoder –

‘[ ] Ond nid yw is-adran (2) yn gymwys os yw’r contract am wasanaethau o dan sylw yn gontract rhwng landlord ac asiant gosod eiddo yn unig, mewn cysylltiad â gwaith gosod neu waith rheoli eiddo y mae’r asiant i ymgymryd ag ef ar ran y landlord.’.

**Julie James**

10

Section 3, page 2, line 24, leave out ‘, as a condition of arranging the grant, renewal or continuance of a standard occupation contract’ and insert –

‘ –

- (a) in consideration of arranging the grant, renewal or continuance of a standard occupation contract, or
- (b) pursuant to a term of a standard occupation contract which purports to require the loan to be made’.

Adran 3, tudalen 2, llinell 26, hepgorer ‘, fel amod o drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu o drefnu i barhau â chontract o’r fath’ a mewnosoder –

‘ –

- (a) yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth safonol, neu am drefnu i barhau â chontract o’r fath, neu
- (b) yn unol â theler mewn contract meddiannaeth safonol sy’n honni ei bod yn ofynnol i’r benthygiad gael ei roi’.

**Julie James**

11

Section 10, page 4, line 13, leave out ‘a local housing’ and insert ‘an enforcement’.



Adran 10, tudalen 4, llinell 13, hepgorer 'tai lleol' a mewnosoder 'gorfodi'.

**Julie James** 12

Section 10, page 4, line 16, after 'committed', insert 'in respect of a dwelling located in the enforcement authority's area'.

Adran 10, tudalen 4, llinell 16, ar ôl 'hon', mewnosoder 'mewn cysylltiad ag annedd sydd wedi ei lleoli yn ardal yr awdurdod gorfodi'.

**Julie James** 13

Section 13, page 6, line 9, leave out 'a local housing' and insert 'an enforcement'.

Adran 13, tudalen 6, llinell 9, hepgorer 'tai lleol' a mewnosoder 'gorfodi'.

**Julie James** 14

Section 13, page 6, line 21, leave out 'local housing' and insert 'enforcement'.

Adran 13, tudalen 6, llinell 21, hepgorer 'tai lleol' a mewnosoder 'gorfodi'.

**Julie James** 15

Section 13, page 6, line 22, leave out 'a local housing' and insert 'an enforcement'.

Adran 13, tudalen 6, llinell 22, hepgorer 'tai lleol' a mewnosoder 'gorfodi'.

**Julie James** 16

Section 14, page 6, line 28, leave out 'located wholly or partly'.

Adran 14, tudalen 6, llinell 28, hepgorer 'sy'n gyfan gwbl neu'n rhannol'.

**\*Julie James** 17

Section 14, page 6, after line 32, insert—

(3) This section does not require a local housing authority to give a licensing authority notification of a conviction if the proceedings which led to the conviction were brought by the licensing authority under section [section to be inserted by amendment 22]'.

Adran 14, tudalen 6, ar ôl llinell 32, mewnosoder—

(3) Nid yw'r adran hon yn ei gwneud yn ofynnol i awdurdod tai lleol roi hysbysiad am euogfarn i awdurdod trwyddedu os cafodd yr achos a arweiniodd at yr euogfarn ei ddwyn gan yr awdurdod trwyddedu o dan adran [adran i gael ei mewnosod gan welliant 22]'.

**Julie James** 18

Section 15, page 6, line 35, leave out 'a local housing' and insert 'an enforcement'.

Adran 15, tudalen 6, llinell 35, hepgorer 'tai lleol' a mewnosoder 'gorfodi'.

**Julie James** 19

Section 16, page 7, line 3, leave out 'a local housing' and insert 'an enforcement'.



Adran 16, tudalen 7, llinell 3, hepgorer 'tai lleol' a mewnosoder 'gorfodi'.

**\*Julie James**

20

Page 7, after line 5, insert a new section –

*'The enforcement authority for the purposes of this Part*

**[ ] Enforcement authorities**

- (1) For the purposes of this Part, each of the following is the enforcement authority in relation to the area of a local housing authority –
  - (a) the local housing authority for the area, and
  - (b) the licensing authority for the area.
- (2) But a licensing authority which, by virtue of subsection (1)(b), is the enforcement authority for the area of a local housing authority, may not exercise any function of an enforcement authority in relation to that area, nor bring proceedings under section [section to be inserted by amendment 22] in relation to that area, without the prior written consent of the local housing authority for the area.
- (3) Consent under subsection (2) may be given generally or in relation to specific cases or functions.
- (4) For the purposes of this section, “licensing authority” means a person designated as a licensing authority under section 3 of Part 1 of the Housing (Wales) Act 2014.
- (5) In this Part, references to the area of an enforcement authority are references to the area or, as the case may be, areas for which it is the enforcement authority.’.

Tudalen 7, ar ôl llinell 5, mewnosoder adran newydd –

*'Yr awdurdod gorfodi at ddibenion y Rhan hon*

**[ ] Awdurdodau gorfodi**

- (1) At ddibenion y Rhan hon, yr awdurdod gorfodi mewn perthynas ag ardal awdurdod tai lleol yw pob un o'r canlynol –
  - (a) yr awdurdod tai lleol ar gyfer yr ardal, a
  - (b) yr awdurdod trwyddedu ar gyfer yr ardal.
- (2) Ond ni chaiff awdurdod trwyddedu sydd, yn rhinwedd is-adran (1)(b), yn awdurdod gorfodi ar gyfer ardal awdurdod tai lleol, arfer unrhyw swyddogaeth awdurdod gorfodi mewn perthynas â'r ardal honno, na dwyn achos o dan adran [adran i gael ei mewnosod gan welliant 22], mewn perthynas â'r ardal honno, heb gael cydsyniad ysgrifenedig ymlaen llaw gan yr awdurdod tai lleol ar gyfer yr ardal.
- (3) Caniateir i gydsyniad o dan is-adran (2) gael ei roi yn gyffredinol neu mewn perthynas ag achosion penodol neu swyddogaethau penodol.
- (4) At ddibenion yr adran hon, ystyr “awdurdod trwyddedu” yw person sydd wedi ei ddynodi'n awdurdod trwyddedu o dan adran 3 o Ran 1 o Ddeddf Tai (Cymru) 2014.



- (5) Yn y Rhan hon, mae cyfeiriadau at ardal awdurdod gorfodi yn gyfeiriadau at yr ardal y mae'n awdurdod gorfodi ar ei chyfer, neu'r ardaloedd y mae'n awdurdod gorfodi ar eu cyfer, yn ôl y digwydd.'

**\*Julie James**

**21**

Page 7, after line 5, insert a new section –

*'Information sharing and power to bring criminal proceedings*

**[ ] Supply and use of information by enforcement authorities**

- (1) If an enforcement authority requests information from another enforcement authority, that other authority must comply with the request unless it considers that doing so would be incompatible with the exercise of its functions (including functions exercisable otherwise than under this Part).
- (2) The information that may be requested of an enforcement authority under subsection (1) is information that has been obtained by that authority –
- (a) under this section, or
  - (b) otherwise in the exercise of its functions under this Part.
- (3) An enforcement authority may use information within subsection (5)(a), (b) or (c) for any purpose connected to the exercise of the authority's functions under this Part.
- (4) An enforcement authority may, in addition, use information within subsection (5)(a) or (b) for any purpose connected to the exercise of any of its functions under Part 1 of the Housing (Wales) Act 2014 ("the 2014 Act").
- (5) The information is information –
- (a) that has been supplied to it by another enforcement authority under subsection (1);
  - (b) that has otherwise been obtained by the enforcement authority in the exercise of its functions under this Part;
  - (c) that, by virtue of section 36 of the 2014 Act, it is permitted to use for purposes connected to the exercise of its functions under Part 1 of that Act.
- (6) Section [section to be inserted by amendment 20](2) does not apply in relation to the functions conferred on an enforcement authority by this section. '

Tudalen 7, ar ôl llinell 5, mewnosoder adran newydd –

*'Rhannu gwybodaeth a'r pŵer i ddwyn achos troseddol*

**[ ] Darparu a defnyddio gwybodaeth gan awdurdodau gorfodi**





- (1) Os yw awdurdod gorfodi yn gofyn am wybodaeth gan awdurdod gorfodi arall, rhaid i'r awdurdod arall hwnnw gydymffurfio â'r cais oni bai ei fod yn ystyried y byddai gwneud hynny yn anghydnaws ag arfer ei swyddogaethau (gan gynnwys swyddogaethau sy'n arferadwy ar wahân i fod o dan y Rhan hon).
- (2) Yr wybodaeth y gellir gofyn amdani gan awdurdod gorfodi o dan is-adran (1) yw gwybodaeth y mae'r awdurdod hwnnw wedi ei chael –
  - (a) o dan yr adran hon, a
  - (b) fel arall wrth arfer ei swyddogaethau o dan y Rhan hon.
- (3) Caiff awdurdod gorfodi ddefnyddio gwybodaeth o fewn is-adran (5)(a), (b) neu (c) at unrhyw ddiben sy'n gysylltiedig ag arfer swyddogaethau'r awdurdod o dan y Rhan hon.
- (4) Yn ogystal â hynny, caiff awdurdod gorfodi ddefnyddio gwybodaeth o fewn is-adran (5) (a) neu (b) at unrhyw ddiben sy'n gysylltiedig ag arfer unrhyw un neu ragor o'i swyddogaethau o dan Ran 1 o Ddeddf Tai (Cymru) 2014 ("Deddf 2014").
- (5) Yr wybodaeth yw honno –
  - (a) sydd wedi ei darparu iddo gan awdurdod gorfodi arall o dan is-adran (1);
  - (b) y mae'r awdurdod gorfodi wedi ei chael fel arall wrth arfer ei swyddogaethau o dan y Rhan hon;
  - (c) y mae ganddo, yn rhinwedd adran 36 o Ddeddf 2014, ganiatâd i'w defnyddio at ddibenion sy'n gysylltiedig ag arfer ei swyddogaethau o dan Ran 1 o'r Ddeddf honno.
- (6) Nid yw adran [*adran i gael ei mewnosod gan welliant 20*](2) yn gymwys mewn perthynas â'r swyddogaethau a roddir i awdurdod gorfodi gan yr adran hon.'.

\*Julie James

22

Page 7, after line 5, insert a new section –

**[ ] Power of licensing authority to bring criminal proceedings**

An enforcement authority which is a licensing authority may bring criminal proceedings in respect of an offence alleged to have been committed under this Act in respect of a dwelling located in its area (but this is subject to section [*section to be inserted by amendment 20*](2)).'

Tudalen 7, ar ôl llinell 5, mewnosoder adran newydd –

**[ ] Pŵer awdurdod trwyddedu i ddwyn achos troseddol**

Caiff awdurdod gorfodi sy'n awdurdod trwyddedu ddwyn achos troseddol mewn cysylltiad â throsedd yr honnir iddi gael ei chyflawni o dan y Ddeddf hon mewn cysylltiad ag annedd sydd wedi ei lleoli yn ei ardal (ond mae hyn yn ddarostyngedig i adran [*adran i gael ei mewnosod gan welliant 20*](2)).'





**Julie James**

**23**

Section 17, page 7, line 17, leave out ‘, as a condition of the grant, renewal or continuance of the contract’ and insert ‘as described in section 2 or 3 of that Act’.

Adran 17, tudalen 7, llinell 16, hepgorer ‘, fel amod o roi, adnewyddu neu barhau â’r contract’ a mewnosoder ‘fel a ddisgrifir yn adran 2 neu 3 o’r Ddeddf honno’.

**Julie James**

**24**

Section 17, page 8, line 16, leave out ‘, as a condition of the grant, renewal or continuance of the contract’ and insert ‘as described in section 2 or 3 of that Act’.

Adran 17, tudalen 8, llinell 16, hepgorer ‘, fel amod o roi, adnewyddu neu barhau â’r contract’ a mewnosoder ‘fel a ddisgrifir yn adran 2 neu 3 o’r Ddeddf honno’.

**Julie James**

**25**

Page 9, after line 8, insert a new section –

*‘Guidance to a licensing authority under Part 1 of the Housing (Wales) Act 2014*

**[ ] Amendment to section 41 of Housing (Wales) Act 2014**

In section 41 of the Housing (Wales) Act 2014 (guidance under Part 1 of Act), after subsection (2) insert –

“(2A) Guidance given to a licensing authority may (among other things) include provision about matters to be taken into account by a licensing authority in deciding whether a failure to repay the amount of any prohibited payment or holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) affects a person’s fitness to be licensed under this Part.”.

Tudalen 9, ar ôl llinell 8, mewnosoder adran newydd –

*‘Canllawiau i awdurdod trwyddedu o dan Ran 1 o Ddeddf Tai (Cymru) 2014*

**[ ] Diwygio adran 41 o Ddeddf Tai (Cymru) 2014**

Yn adran 41 o Ddeddf Tai (Cymru) 2014 (canllawiau o dan Ran 1 o’r Ddeddf), ar ôl is-adran (2) mewnosoder –

“(2A) Caiff canllawiau a roddir i awdurdod trwyddedu gynnwys (ymysg pethau eraill) ddarpariaeth ynghylch materion sydd i’w hystyried gan awdurdod trwyddedu wrth benderfynu a yw methiant i ad-dalu swm unrhyw daliad gwaharddedig neu flaendal cadw (o fewn ystyr Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019) yn effeithio ar addasrwydd person i gael ei drwyddedu o dan y Rhan hon.”.

**Julie James**

**26**

Page 10, after line 18, insert a new section –



**[ ] Requirement for local housing authority to promote awareness of effect of Act**

- (1) A local housing authority must make arrangements for information to be made publicly available in its area, in whatever way the authority thinks appropriate, about the effect of this Act, including about how prohibited payments and holding deposits may be recovered.
- (2) In making arrangements for the purposes of this section, a local housing authority must have regard to any guidance given by the Welsh Ministers.’.

Tudalen 10, ar ôl llinell 20, mewnosoder adran newydd –

**[ ] Gofyniad i awdurdod tai lleol hyrwyddo ymwybyddiaeth o effaith y Ddeddf**

- (1) Rhaid i awdurdod tai lleol wneud trefniadau i wybodaeth fod ar gael yn gyhoeddus yn ei ardal, ym mha ffordd bynnag y mae’r awdurdod yn meddwl sy’n briodol, am effaith y Ddeddf hon, gan gynnwys sut y gellir adennill taliadau gwaharddedig a blaendaliadau cadw.
- (2) Wrth wneud trefniadau at ddibenion yr adran hon, rhaid i awdurdod tai lleol roi sylw i unrhyw ganllawiau a roddir gan Weinidogion Cymru.’.

**\*Julie James** 27

Section 22, page 11, line 10, leave out ‘6’ and insert ‘5’.

Adran 22, tudalen 11, llinell 10, hepgorer ‘6’ a mewnosoder ‘5’.

**Julie James** 28

Section 23, page 11, line 31, leave out subsection (2).

Adran 23, tudalen 11, llinell 34, hepgorer is-adran (2).

**Julie James** 29

Schedule 1, page 14, line 33, leave out ‘person acting on behalf of a landlord’ and insert ‘letting agent’.

Atodlen 1, tudalen 14, llinell 32, hepgorer ‘berson sy’n gweithredu ar ran landlord’ a mewnosoder ‘asiant gosod eiddo’.

**Julie James** 30

Schedule 1, page 14, line 35, after ‘the’ at the second place where it appears, insert ‘prospective’.

Atodlen 1, tudalen 14, llinell 35, hepgorer ‘deiliad’ a mewnosoder ‘darpar ddeiliad’.

**Julie James** 31

Schedule 1, page 14, after line 37, insert –

- [ ] Where an amount required in purported compliance with this paragraph exceeds an amount equivalent to one week’s rent under the contract, the amount of the excess is a prohibited payment, with the remainder falling to be treated under Schedule 2.’.



Atodlen 1, tudalen 14, ar ôl llinell 37, mewnosoder –

[ ] Pan fo swm sy'n ofynnol gan honni cydymffurfio â'r paragraff hwn yn fwy na swm sy'n gyfwerth ag un wythnos o rent o dan y contract, mae'r swm ychwanegol yn daliad gwaharddedig, ac mae'r gweddill i'w drin yn unol ag Atodlen 2'.

**Julie James** 32

Schedule 1, page 15, line 3, after 'payment', insert ' but this is subject to sub-paragraph (3)'.

Atodlen 1, tudalen 15, llinell 3, ar ôl 'ganiateir', mewnosoder ' , ond mae hyn yn ddarostyngedig i is-baragraff (3)'.

**Julie James** 33

Schedule 1, page 15, line 4, leave out 'sub-paragraph (1)' and insert 'this paragraph'.

Atodlen 1, tudalen 15, llinell 4, hepgorer 'is-baragraff (1)' a mewnosoder 'y paragraff hwn'.

**Julie James** 34

Schedule 1, page 15, after line 7, insert –

- '(3) In the case of a default to which sub-paragraph (4) applies, if the amount of a payment required in the event of the default exceeds the prescribed limit, the amount of the excess is a prohibited payment.
- (4) This sub-paragraph applies to –
  - (a) a failure by the contract-holder to make a payment of rent by the due date to the landlord;
  - (b) any additional description of default which is specified by regulations.
- (5) In sub-paragraph (3), the "prescribed limit" means a limit specified by, or determined in accordance with, regulations.'

Atodlen 1, tudalen 15, ar ôl llinell 7, mewnosoder –

- '(3) Yn achos diffyg daliad y mae is-baragraff (4) yn gymwys iddo, os yw swm y taliad sy'n ofynnol yn achos y diffyg daliad yn fwy na'r terfyn rhagnodedig, mae'r swm ychwanegol yn daliad gwaharddedig.
- (4) Mae'r is-baragraff hwn yn gymwys i –
  - (a) methiant gan ddeiliad contract i dalu rhent i'r landlord erbyn y dyddiad dyledus;
  - (b) unrhyw ddisgrifiad ychwanegol o ddiffyg daliad a bennir gan reoliadau.
- (5) Yn is-baragraff (3), ystyr y "terfyn rhagnodedig" yw terfyn a bennir gan reoliadau, neu y penderfynir arno yn unol â rheoliadau.'

**Julie James** 35

Schedule 1, page 16, line 5, leave out –

'Regulations may amend this Schedule so as to change the meaning of "permitted



variation” for the purposes of paragraph 1.

- (2) Regulations under sub-paragraph (1) may (for instance) –
- (a) define a permitted variation by reference to when it is made;
  - (b) define a permitted variation by reference to whether it results in an increase or decrease in the amount of rent payable under a standard occupation contract in respect of a relevant period;
  - (c) define a permitted variation by reference to whether the variation is made pursuant to a term of the contract as originally agreed between the parties, or pursuant to a change, by agreement, to the original terms on which the contract was entered into.

- (3) Regulations under sub-paragraph (1)’

and insert –

‘If regulations made under section 7 amend this Schedule so as to change the meaning of “permitted variation” for the purposes of paragraph 1, they’.

Atodlen 1, tudalen 16, llinell 5, hepgorer –

‘Caiff rheoliadau ddiwygio’r Atodlen hon er mwyn newid ystyr “amrywiad a ganiateir” at ddibenion paragraff 1.

- (2) Caiff rheoliadau o dan is-baragraff (1) (er enghraifft) –
- (a) diffinio amrywiad a ganiateir drwy gyfeirio at ba bryd y’i gwneir;
  - (b) diffinio amrywiad a ganiateir drwy gyfeirio at ba un a yw’n arwain at gynnydd neu at ostyngiad yn swm y rhent sy’n daladwy o dan gontract meddiannaeth safonol mewn cysylltiad â chyfnod perthnasol;
  - (c) diffinio amrywiad a ganiateir drwy gyfeirio at ba un a wneir yr amrywiad yn unol ag un o delerau’r contract fel y’i cytunwyd yn wreiddiol rhwng y partïon, neu’n unol â newid, drwy gytundeb, i’r telerau yr ymrwymwyd i’r contract yn unol â hwy yn wreiddiol.

- (3) Caiff rheoliadau o dan is-baragraff (1)’

a mewnosoder –

‘Os yw rheoliadau a wneir o dan adran 7 yn diwygio’r Atodlen hon er mwyn newid ystyr “amrywiad a ganiateir” at ddibenion paragraff 1, cânt’.

**Julie James**

**36**

Schedule 2, page 17, after line 6, insert –

‘[ ] References in this Schedule to a contract-holder, in relation to a holding deposit, are to the person whose right of first refusal has been reserved by the holding deposit.’.

Atodlen 2, tudalen 17, ar ôl llinell 6, mewnosoder –



[ ] Mae cyfeiriadau yn yr Atodlen hon at ddeiliad contract, mewn perthynas â blaendal cadw, yn gyfeiriadau at y person y mae ei hawl i gael y cynnig cyntaf wedi ei gadw gan y blaendal cadw.’.

**Julie James** 37

Schedule 2, page 17, line 14, leave out ‘landlord must repay the holding deposit’ and insert ‘person who received the holding deposit must repay it’.

Atodlen 2, tudalen 17, llinell 14, hepgorer ‘landlord ad-dalu’r blaendal cadw’ a mewnosoder ‘person a gafodd y blaendal cadw ei ad-dalu’.

**Julie James** 38

Schedule 2, page 17, line 24, leave out ‘the landlord applies all or part of the amount of the deposit’ and insert ‘all or part of the holding deposit is applied’.

Atodlen 2, tudalen 17, llinell 26, hepgorer ‘yw’r landlord yn cymhwyso’r blaendal’ a mewnosoder ‘cymhwysir y blaendal cadw’.

**Julie James** 39

Schedule 2, page 17, line 29, after ‘landlord’, insert ‘or letting agent’.

Atodlen 2, tudalen 17, llinell 31, ar ôl ‘landlord’, mewnosoder ‘neu’r asiant gosod eiddo’.

**Julie James** 40

Schedule 2, page 18, line 4, after ‘landlord’, insert ‘or letting agent’.

Atodlen 2, tudalen 18, llinell 4, ar ôl ‘landlord’, mewnosoder ‘neu’r asiant gosod eiddo’.

**Julie James** 41

Schedule 2, page 18, line 6, after ‘apply’, insert ‘in relation to a holding deposit paid to a landlord’.

Atodlen 2, tudalen 18, llinell 7, ar ôl ‘gymwys’, mewnosoder ‘mewn perthynas â blaendal cadw a delir i landlord’.

**Julie James** 42

Schedule 2, page 18, after line 10, insert –

- ‘10 Paragraph 3(b) does not apply in relation to a holding deposit paid to a letting agent if –
- (a) the agent takes all reasonable steps to assist the landlord to enter into a contract before the deadline for agreement, and
  - (b) the landlord takes all reasonable steps to enter into a contract before that date, but
  - (c) the contract-holder fails to take all reasonable steps to enter into a contract before that date.

*Supplemental provision about exceptions in paragraphs 8 to 10*

- 11 (1) The exceptions specified in paragraphs 8, 9 and 10 may not be relied upon unless the condition in sub-paragraph (2) is met.



- (2) The condition is that, before payment of the holding deposit, information within sub-paragraph (3) has been provided to the contract-holder by either the landlord or (if one has been instructed by the landlord in relation to the contract) the letting agent.
- (3) Information within this sub-paragraph is information specified in, or of a description specified in, regulations.
- (4) Information is not to be treated as having been provided to the contract-holder, for the purposes of sub-paragraph (1), unless it has been provided in whatever way (if any) is specified in the regulations.
- (5) In a case where a landlord has instructed a letting agent in relation to a contract, the exception in paragraph 9 may, in addition, not be relied upon unless the agent takes all reasonable steps to assist the landlord to enter into a contract before the deadline for agreement.’.

Atodlen 2, tudalen 18, ar ôl llinell 11, mewnosoder –

- ‘10 Nid yw paragraff 3(b) yn gymwys mewn perthynas â blaendal cadw a delir i asiant gosod eiddo –
- (a) os yw’r asiant yn cymryd pob cam rhesymol i gynorthwyo’r landlord i ymrwymo i gontract cyn y terfyn amser ar gyfer cytundeb, a
  - (b) bod y landlord yn cymryd pob cam rhesymol i ymrwymo i gontract cyn y dyddiad hwnnw, ond
  - (c) bod deiliad y contract yn methu â chymryd pob cam rhesymol i ymrwymo i gontract cyn y dyddiad hwnnw.

*Darpariaeth atodol ynghylch eithriadau ym mharagraffau 8 i 10*

- 11 (1) Ni ellir dibynnu ar yr eithriadau a bennir ym mharagraffau 8, 9 a 10 oni fodlonir yr amod yn is-baragraff (2).
- (2) Yr amod yw, cyn talu’r blaendal cadw, fod deiliad y contract wedi cael yr wybodaeth sydd o fewn is-baragraff (3) oddi wrth naill ai’r landlord neu’r asiant gosod eiddo (os yw asiant o’r fath wedi ei gyfarwyddo gan y landlord mewn perthynas â’r contract).
- (3) Mae gwybodaeth sydd o fewn yr is-baragraff hwn yn wybodaeth a bennir mewn rheoliadau, neu’n wybodaeth o ddisgrifiad a bennir mewn rheoliadau.
- (4) Nid yw gwybodaeth i’w thrin fel pe bai wedi ei darparu i ddeiliad y contract, at ddibenion is-baragraff (1), oni bai ei bod wedi ei darparu ym mha ffordd bynnag (os oes un) a bennir yn y rheoliadau.
- (5) Mewn achos pan fo landlord wedi cyfarwyddo asiant gosod eiddo mewn perthynas â chontract, ni chaniateir dibynnu ar yr eithriad ym mharagraff 9, yn ogystal, oni bai bod yr asiant yn cymryd pob cam rhesymol i gynorthwyo’r landlord i ymrwymo i gontract cyn y terfyn amser ar gyfer cytundeb.’.

