



DEDDF RHENTU CARTREFI (CYMRU) 2016

2016 dccc 1

Nodiadau Esboniadol

RENTING HOMES (WALES) ACT 2016

2016 anaw 1

Explanatory Notes

£25.50



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NODIADAU ESBONIADOL

CYFLWYNIAD

1. Nodiadau Esboniadol yw'r rhain ar gyfer Deddf Rhentu Cartrefi (Cymru) 2016 a basiwyd gan Gynulliad Cenedlaethol Cymru ar 17 Tachwedd 2015 ac a gafodd y Cydsyniad Brenhinol ar 18 Ionawr 2016. Lluniwyd y rhain gan Grŵp Addysg a Gwasanaethau Cyhoeddus Llywodraeth Cymru er mwyn cynorthwyo'r sawl sy'n darllen y Ddeddf. Dylid darllen y Nodiadau Esboniadol ar y cyd â'r Ddeddf, ond nid ydynt yn rhan ohoni.
2. Mae'r Ddeddf yn darparu y bydd y rhan fwyaf o denantiaethau a thrwyddedau sy'n rhoi'r hawl i feddiannu annedd fel cartref yn un o ddau fath o 'gcontract meddiannaeth': 'contract diogel', sy'n un cyfnodol; neu 'gcontract safonol' a all fod yn un cyfnodol neu'n un am gyfnod penodol. Mae'r Ddeddf yn diddymu'r rhan fwyaf o'r tenantiaethau statudol a sefydlwyd yn flaenorol, ac yn rhoi'r math priodol o gcontract meddiannaeth yn eu lle. Mae'r Ddeddf hefyd yn gwneud darpariaeth ynghylch telerau contractau meddiannaeth, ac ynghylch nodi'r telerau hynny mewn datganiad ysgrifenedig o'r contract.

Tenantiaethau a thrwyddedau

3. Ar y cyfan, mae pobl sy'n byw mewn cartref nad ydynt yn berchen arno yn gwneud hynny o dan denantiaeth neu o dan drwydded. Mae tenantiaeth yn gcontract rhwng dau berson neu ragor (tenant neu denantiaid a landlord) y mae'r tenant yn byw yn y cartref oddi tano. Nid oes raid i'r tenant (na phobl sy'n byw gydag ef) rannu'r annedd ag unrhyw un arall, gan fod gan y tenant fuddiant yn y tir sy'n ddarostyngedig i'r denantiaeth. Rhaid i'r tenant dalu rhent. Mae tenantiaeth yn rhoi hawliau i'r tenant ac i'r landlord, ac yn gosod rhwymedigaethau ar y naill a'r llall hefyd.
4. Mae trwydded hefyd yn gcontract rhwng dau berson neu ragor (trwyddedai neu drwyddedeion a landlord). Caiff y trwyddedai fyw yn yr annedd sy'n ddarostyngedig i'r drwydded. Un o'r prif wahaniaethau cyfreithiol rhwng tenantiaeth a thrwydded yw nad oes gan drwyddedai fuddiant yn y tir perthnasol, ac yn ymarferol, y prif wahaniaeth rhwng tenantiaeth a thrwydded yw nad oes gan drwyddedai'r hawl i feddiannu'r cartref fel unig feddiannwr. Felly, er enghraifft, bydd lletywr fel arfer yn drwyddedai.
5. Ni fydd y Ddeddf yn newid hyn; bydd person sy'n rhentu cartref yng Nghymru yn gwneud hynny o dan denantiaeth neu o dan drwydded. Ond ar sawl ystyr, bydd y gwahaniaeth hwnnw'n llai pwysig yn ymarferol, oherwydd nid yw'r Ddeddf yn gwahaniaethu fawr ddim rhwng tenantiaethau a thrwyddedau.
6. Mae'r diagram isod yn dangos beth yw'r berthynas rhwng y contractau meddiannaeth a'r gwahanol fathau o denantiaethau a thrwyddedau a oedd yn bodoli cyn iddynt gael eu diddymu gan y Ddeddf.

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

INTRODUCTION

1. These Explanatory Notes are for the Renting Homes (Wales) Act 2016 which was passed by the National Assembly for Wales on 17 November 2015 and received Royal Assent on 18 January 2016. They have been prepared by the Education and Public Services Group of the Welsh Government to assist the reader of the Act. The Explanatory Notes should be read in conjunction with the Act but are not part of it.
2. The Act provides for most tenancies and licences conferring the right to occupy a dwelling as a home to be one of two kinds of 'occupation contract': a 'secure contract', which is periodic; or a 'standard contract', which can be periodic or of a fixed term. Most previously established statutory tenancies are abolished by the Act, being replaced by the appropriate kind of occupation contract. The Act also makes provision as to the terms of occupations contracts, and the setting out of those terms in a written statement of the contract.

Tenancies and licences

3. Generally, people who live in a home they do not own do so under a tenancy or licence. A tenancy is a contract between two or more persons (a tenant or tenants and a landlord) under which the tenant lives in the home. The tenant (and people who live with him or her) does not have to share the dwelling with anyone else, because the tenant has an interest in the land which is subject to the tenancy. Rent is payable by the tenant. A tenancy gives rights to, and imposes obligations on, both the tenant and the landlord.
4. A licence is also a contract between two or more persons (a licensee or licensees and a landlord). The licensee is allowed to live in the dwelling which is the subject of the licence. A key legal difference between a tenancy and licence is that a licensee does not have an interest in the relevant land, and in practice the main difference between a tenancy and a licence is that a licensee does not have the right to sole occupation of the home. So, for example, a lodger will usually be a licensee.
5. The Act will not change this; a person who rents a home in Wales will rent it under a tenancy or licence. But in many respects that distinction will be less important in practice, because the Act makes virtually no distinction between tenancies and licences.
6. The diagram below illustrates how occupation contracts relate to the various kinds of tenancies and licences in existence before they were abolished by the Act.

Ffigur 1: Deddf Rhentu Cartrefi (Cymru) 2016 – Trosolwg

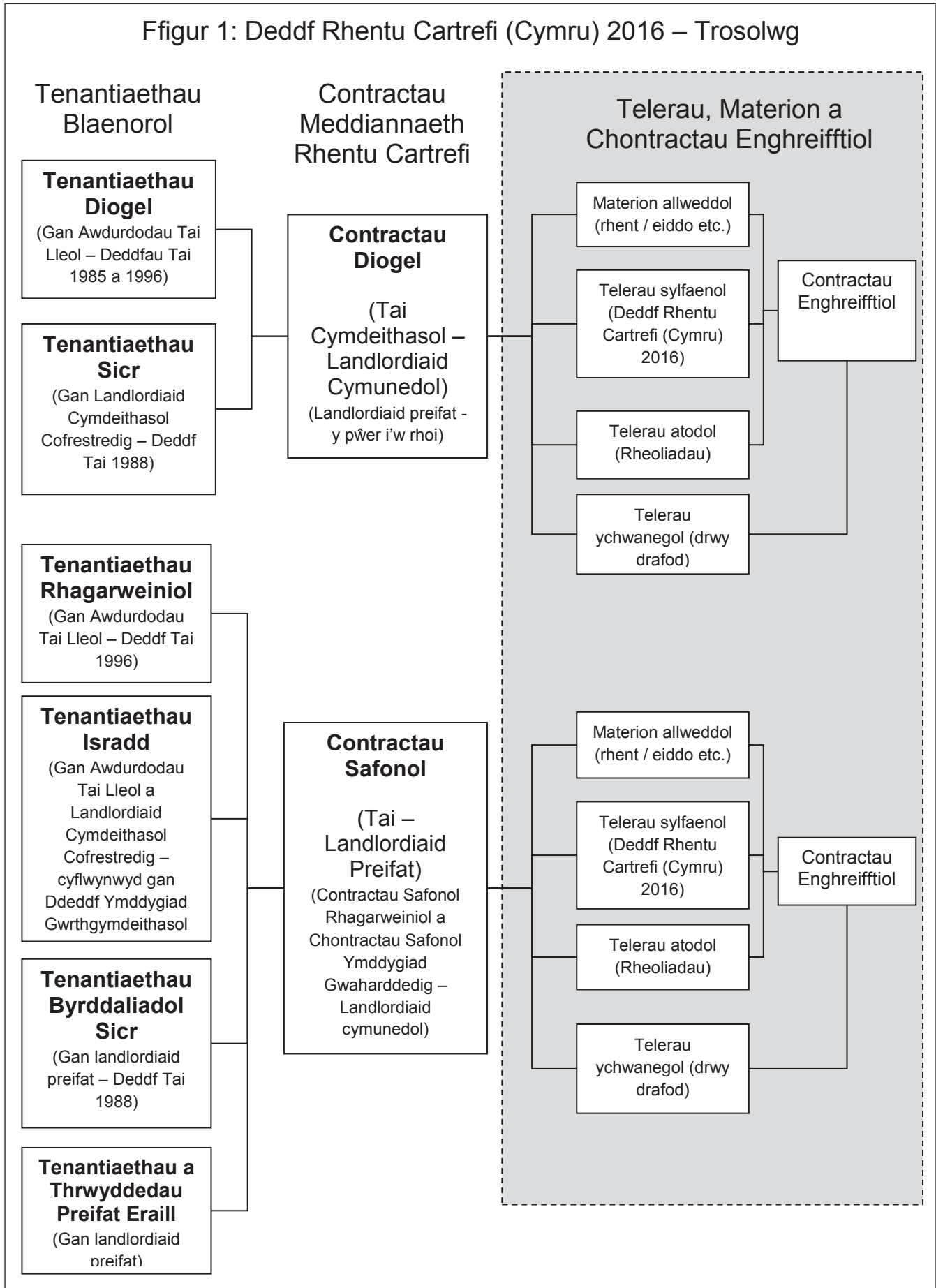
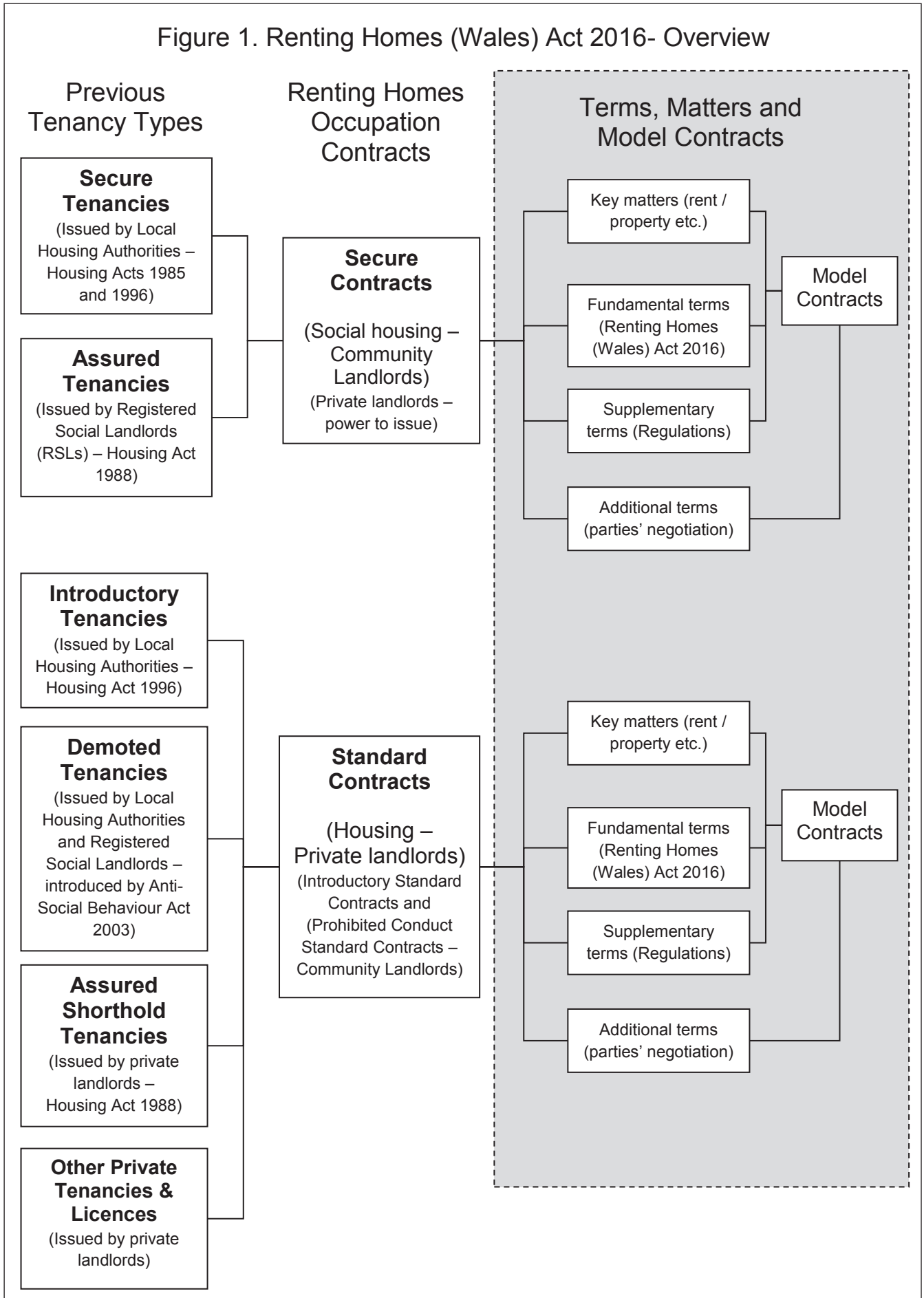


Figure 1. Renting Homes (Wales) Act 2016- Overview



7. Bydd y contract meddiannaeth a'r holl hawliau a rhwymedigaethau sy'n perthyn iddo yn gorwedd, i bob pwrpas, ar ben y denantiaeth neu'r drwydded, er mwyn helpu'r partïon i'r denantiaeth neu'r drwydded i ddeall eu hawliau a'u rhwymedigaethau eu hunain, yn ogystal â hawliau a rhwymedigaethau'r parti arall, ni waeth ar ba sail y maent yn meddiannu eu cartref.
8. Golyga hyn mai'r prif gwestiynau ar gyfer tenant neu drwyddedai, o dan y Ddeddf, fydd:
 - a. pa un a ydynt yn byw yn eu cartref o dan contract meddiannaeth ai peidio, a
 - b. os felly, pa fath o contract meddiannaeth sydd ganddynt â'u landlord.

A yw tenantiaeth neu drwydded yn contract meddiannaeth?

9. Gellir cyfeirio at adran 7 ac at Atodlen 2 o'r Ddeddf i ateb y cwestiwn hwn. Mae adran 7 yn disgrifio'r mathau o denantiaethau a thrwyddedau sy'n contractau meddiannaeth, ac mae Atodlen 2 yn nodi'r amryfal eithriadau i adran 7. (Gweler y sylwadau ar adran 7 ac Atodlen 2 yn y Nodiadau hyn.)

Os felly, pa fath o contract meddiannaeth ydyw?

10. Gellir ateb y cwestiwn hwn drwy gyfeirio at Bennod 2 o Ran 2 o'r Ddeddf. Y ddwy brif ystyriaeth wrth ateb y cwestiwn hwn yw:
 - a. pwy yw'r landlord, a
 - b. yr hyn a gytunwyd rhwng y tenant neu'r trwyddedai (y cyfeirir ato yn y Ddeddf fel 'deiliad y contract') a'r landlord.

11. Fel rheol, er bod y Ddeddf yn cynnwys eithriadau, bydd contract meddiannaeth a wneir gyda 'landlord cymunedol' yn 'contract diogel'. Diffinnir 'landlord cymunedol' yn adran 9; y prif fathau o landlordiaid cymunedol yw awdurdodau lleol, cymdeithasau tai a mathau eraill o landlordiaid cymdeithasol cofrestredig, a darparwyr tai cymdeithasol preifat cofrestredig. Tenantiaeth ddiogel sy'n rhoi'r sicrwydd meddiannaeth (y cyfeirir ato weithiau fel 'sicrwydd deiliadaeth') cryfaf i ddeiliad y contract.

12. Fel rheol eto, ac yn ddarostyngedig i eithriadau, bydd contract meddiannaeth a wneir gyda 'landlord preifat' yn 'contract safonol'. Mae unrhyw landlord nad yw'n landlord cymunedol yn landlord preifat at ddibenion y Ddeddf.

13. Contractau 'cyfnodol' yw contractau diogel; golyga hyn y byddant yn treiglo o un cyfnod i'r llall (o wythnos i wythnos neu o fis i fis fel arfer). Gall contractau safonol fod naill ai'n rhai cyfnodol neu'n rhai a wneir am gyfnod penodol. Ar wahân i wahaniaethau sy'n ymwneud â sicrwydd meddiannaeth, ceir amryw o wahaniaethau rhwng contractau diogel a chontractau safonol (a rhwng contractau safonol cyfnodol a chontractau safonol cyfnod penodol); mae'r rhain i'w gweld drwy'r Ddeddf, ac fe'u hystyrir yn y sylwadau adran wrth adran yn y Nodiadau hyn.

Beth yw telerau contract meddiannaeth?

Darpariaethau sylfaenol

14. Mae'r Ddeddf yn creu'r cysyniad o 'ddarpariaeth sylfaenol'. Un o ddarpariaethau'r Ddeddf (adran o'r Ddeddf fel arfer) sy'n dod fel mater o drefn yn un o delerau contract meddiannaeth y mae'n gymwys iddo, yw darpariaeth sylfaenol.

7. In effect, the occupation contract, with all of its rights and obligations, will sit on top of the tenancy or licence with a view to helping the parties to the tenancy or licence to have clarity as to what their rights and obligations are, and what the other party's rights and obligations are, regardless of the legal basis for the occupation.
8. This means that, under the Act, the key questions for a tenant or licensee will be:
 - a. whether or not they live in their home under an occupation contract, and
 - b. if so, what kind of occupation contract they have with their landlord.

Is a tenancy or licence an occupation contract?

9. This question can be resolved by reference to section 7 of the Act, which describes the kinds of tenancies and licences that are occupation contracts, and to Schedule 2 to the Act, which sets out various exceptions to section 7. (See the commentary on section 7 and Schedule 2 in these Notes)

If so, what kind of occupation contract is it?

10. This question can be resolved by reference to Chapter 2 of Part 2 of the Act. The two main factors in answering this question are:
 - a. who the landlord is, and
 - b. what has been agreed between the tenant or licensee (referred to in the Act as the 'contract-holder') and the landlord.

11. As a general rule, though the Act does provide for exceptions, an occupation contract made with a 'community landlord' will be a 'secure contract'. 'Community landlord' is defined in section 9; the main kinds of community landlord are local authorities, housing associations and other kinds of registered social landlord, and private registered providers of social housing. A secure tenancy gives the strongest security of occupation (sometimes referred to as 'security of tenure') to the contract-holder.

12. Again as a general rule, subject to exceptions, an occupation contract made with a 'private landlord' will be a 'standard contract'. Any landlord who is not a community landlord is a private landlord for the purposes of the Act.

13. Secure contracts are 'periodic'; this means that they will roll from period to period (generally, from week to week or month to month). Standard contracts can be either periodic or made for a fixed term. Aside from differences relating to security of occupation, there are a range of differences between secure and standard contracts (and between periodic and fixed term standard contracts); these are set out throughout the Act, and are considered in the section-by-section commentary in these Notes.

What are the terms of an occupation contract?

Fundamental provisions

14. The Act establishes the concept of the 'fundamental provision'. A fundamental provision is a provision of the Act (generally a section in the Act) which automatically becomes a term of an occupation contract to which it applies.

15. Er enghraifft, mae adran 45 (sy'n ymwneud â chynlluniau i ofalu am flaendaliadau y bydd deiliaid contractau yn eu talu i landlordiaid) yn ddarpariaeth sylfaenol ym *mhob* contract meddiannaeth. Yn ymarferol, golyga hyn y bydd pob contract meddiannaeth rhwng landlord a deiliad contract yn cynnwys teler sy'n cyfateb yn union i adran 45, o ran ystyr.
16. Unwaith y caiff darpariaeth sylfaenol ei hymgorffori mewn contract meddiannaeth, cyfeirir ati yn y Ddeddf fel 'teler sylfaenol' o'r contract. Rhaid i deler sylfaenol o'r contract gadw'n glos at eiriad a therminoleg y ddarpariaeth sylfaenol o'r Ddeddf y mae'n ei hymgorffori; mae adran 33 yn amlinellu i ba raddau y gellir gwneud newidiadau golygyddol.
17. Dim ond i fathau penodol o gontract meddiannaeth y mae rhai darpariaethau sylfaenol yn gymwys; er enghraifft, mae adran 113, sy'n ymwneud â'r hawl i gymryd lletywr, yn gymwys i gontractau diogel yn unig, ac nid i gontractau safonol. Mae Atodlen 1 i'r Ddeddf yn nodi'r darpariaethau sylfaenol sy'n gymwys i bob math o gontract meddiannaeth.
18. Gall landlordiaid a deiliaid contractau gytuno i beidio â chael darpariaeth sylfaenol benodol yn eu contract (mewn geiriau eraill, gallant ddewis peidio ag *ymgorffori'r* ddarpariaeth honno). Neu gallant gytuno i wneud newidiadau i ddarpariaeth sylfaenol. Mae'r Ddeddf yn disgrifio newid i ddarpariaeth sylfaenol fel 'addasiad'.
19. Mae cyfyngiadau, fodd bynnag, ar y gallu i gytuno i addasu darpariaeth sylfaenol, neu i beidio â'i hymgorffori. Yn gyntaf, rhaid i unrhyw newid wella sefyllfa deiliad y contract yn y pen draw (waeth pa un a yw'n gwella, neu'n gwaethygu, sefyllfa'r landlord). Yn ail, rhaid ymgorffori'r darpariaethau sylfaenol a nodir yn adran 22(3) fel telerau sylfaenol pob contract meddiannaeth y maent yn gymwys iddo, heb newidiadau, pa un a fyddai'r newid yn gwella sefyllfa deiliad y contract ai peidio (mae adran 45, a grybwyllir uchod, yn un ddarpariaeth sylfaenol o'r fath).
20. Gellir newid telerau sylfaenol contract meddiannaeth (sef telerau'r contract sy'n ymgorffori darpariaethau sylfaenol) unwaith y mae'r contract wedi ei wneud; mae'r Ddeddf yn disgrifio newid i deler sylfaenol fel 'amrywiad'. Mae cyfyngiadau ar hyn, fodd bynnag, ac mae'r cyfyngiadau hynny'n amrywio rhwng contractau diogel (gweler Pennod 2 o Ran 5), contractau safonol cyfnodol (gweler Pennod 3 o Ran 6) a chontractau safonol cyfnod penodol (gweler Pennod 3 o Ran 7).

Beth yw telerau contract meddiannaeth?

Darpariaethau atodol

21. Darpariaethau a nodir mewn Rheoliadau a wneir gan Weinidogion Cymru o dan adran 23 o'r Ddeddf yw darpariaethau atodol. Fel yn achos darpariaethau sylfaenol, cânt eu hymgorffori fel telerau pob contract meddiannaeth y maent yn gymwys iddo, fel mater o drefn. Ac fel yn achos darpariaethau sylfaenol, caiff deiliad y contract a'r landlord gytuno i beidio ag ymgorffori darpariaeth atodol neu gytuno i ymgorffori'r ddarpariaeth ynghyd ag addasiadau iddi (ar yr amod nad yw'r Rheoliad sy'n nodi'r ddarpariaeth yn gwahardd hynny).

15. For example, section 45 (which concerns schemes for looking after deposits paid by contract-holders to landlords) is a fundamental provision of *all* occupation contracts. In practice, this means that every occupation contract between a landlord and a contract-holder will contain a term which is, in substance, identical to section 45.
16. A fundamental provision, once it is incorporated into an occupation contract, is referred to in the Act as a 'fundamental term' of the contract. A fundamental term of the contract must closely reflect the wording and terminology used in the fundamental provision of the Act which it incorporates; section 33 sets out the limits of acceptable editorial changes.
17. Some fundamental provisions apply only to certain kinds of occupation contract; for example, section 113, which concerns the right to take on a lodger, applies only to secure contracts, and not to standard contracts. Schedule 1 to the Act sets out the fundamental provisions which apply to each kind of occupation contract.
18. Landlords and contract-holders can agree not to have a particular fundamental provision in their contract (in other words, they can choose not to *incorporate* that provision). Or, they can agree to make changes to a fundamental provision. The Act describes a change to a fundamental provision as a 'modification'.
19. However, there are limitations on the ability to agree to modify, or not to incorporate, a fundamental provision. Firstly, any change must ultimately improve the position of the contract-holder (regardless of whether it improves, or worsens, the landlord's position). Secondly the fundamental provisions set out in section 20(3) must be incorporated as fundamental terms of every occupation contract they apply to, without changes, regardless of whether the change would improve the contract-holder's position (section 45, mentioned above, is one such fundamental provision).
20. Fundamental terms of an occupation contract (that is, the terms of the contract which incorporate fundamental provisions) can be changed once the contract has been made; the Act describes a change to a fundamental term as a 'variation'. However, there are limits to this, and those limits vary between secure contracts (see Chapter 2 of Part 5), periodic standard contracts (see Chapter 3 of Part 6) and fixed term standard contracts (see Chapter 3 of Part 7).

What are the terms of an occupation contract?

Supplementary provisions

21. Supplementary provisions are provisions set out in Regulations made by the Welsh Ministers under section 23 of the Act. As with fundamental provisions, they are automatically incorporated as terms of all occupation contracts to which they apply. And, as with fundamental provisions, the contract-holder and landlord may agree not to incorporate a supplementary provision or to incorporate the provision with modifications (provided the Regulation which sets out the provision does not prohibit this).

22. Nid oes unrhyw ofyniad bod addasu neu hepgor darpariaeth atodol yn gwella sefyllfa deiliad y contract; yr unig gyfyngiad yw na ddylai newid darpariaeth sylfaenol beri i'r contract meddiannaeth fod yn anghydnaws ag unrhyw deler sylfaenol perthnasol yn y contract.
23. Unwaith y mae darpariaeth atodol wedi ei hymgorffori mewn contract meddiannaeth, daw'n 'deler atodol'. Gellir newid y rhain unwaith y mae'r contract wedi ei wneud; mae'r Ddeddf yn disgrifio newid i deler atodol fel 'amrywiad'. Fel yn achos telerau sylfaenol, ceir cyfyngiadau ar y gallu i newid telerau atodol, sydd i'w gweld ym Mhennod 2 o Ran 5 a Phennod 3 o Rannau 6 a 7.

Beth yw telerau contract meddiannaeth?

Telerau yn ymwneud â materion allweddol a thelerau ychwanegol

24. Mae'r materion allweddol sy'n ymwneud â chontract i'w gweld yn adrannau 26 a 27, ac maent yn ymwneud â materion fel cyfeiriad y cartref, swm y rhent ac ati. Bydd y contract yn cynnwys telerau sy'n ymdrin â'r materion allweddol.
25. Telerau a gytunir rhwng y landlord a deiliad y contract ynghylch unrhyw faterion eraill yw telerau ychwanegol contract.

Ble mae telerau contract meddiannaeth yn cael eu nodi?

26. Mae'r Ddeddf, yn adran 31, yn ei gwneud yn ofynnol i'r landlord roi datganiad ysgrifenedig o'r contract meddiannaeth i ddeiliad y contract, o fewn pythefnos o'r dyddiad yr oedd gan ddeiliad y contract hawl i fyw yn y cartref (cyfeirir at y dyddiad hwn fel y 'dyddiad meddiannu' yn y Ddeddf). Golyga hyn y gellir ffurfio contract ac y gall y contract ddod i rym cyn bod y datganiad ysgrifenedig wedi ei roi i ddeiliad y contract. Mae hyn yn adlewyrchu'r gyfraith ym maes tai a chyfraith gontractau ar hyn o bryd, a'i fwriad yw hwyluso'r broses o ddarparu tai cyn gynted â phosibl. Mewn gwirionedd, mae'n debyg y bydd y datganiad ysgrifenedig yn aml yn cael ei roi cyn y dyddiad meddiannu, neu ar y dyddiad hwnnw.

22. There is no requirement that modification or omission of a supplementary provision improves the position of the contract-holder; the only limit is that a change to a supplementary provision must not render the occupation contract incompatible with any relevant fundamental term of the contract.
23. Once a supplementary provision is incorporated into an occupation contract, it becomes a 'supplementary term'. These can be changed once the contract is made; the Act describes a change to a supplementary term as a 'variation'. As with fundamental terms, there are limits on the ability to change supplementary terms, set out in Chapter 2 in Part 5 and Chapter 3 in each of Parts 6 and 7.

What are the terms of an occupation contract?

Terms addressing key matters and additional terms

24. The key matters relating to a contract are set out in sections 26 and 27, and concern things such as the address of the home, the amount of rent and so on. The contract will contain terms which address the key matters.
25. The additional terms of a contract are terms agreed between the landlord and the contract-holder relating to any other matters.

Where are the terms of an occupation contract set out?

26. The Act, in section 31, requires the landlord to give the contract-holder a written statement of the occupation contract within two weeks of the date on which the contract-holder became entitled to live in the home (this date is referred to in the Act as the 'occupation date'). This means a contract can be formed and come into force before the contract-holder has been given the written statement. This reflects current housing and contract law, and is intended to facilitate the provision of housing as swiftly as possible. In practice, it is likely that the written statement will often be given before, or concurrently with, the occupation date.

STRWYTHUR Y DDEDDF

27. Mae 11 Rhan i'r Ddeddf. Mae rhai Rhannau yn berthnasol i bob contract meddiannaeth, ac mae eraill yn berthnasol i fathau penodol o gontractau yn unig. Fel y mae adrannau 5 a 6 yn nodi, gellir edrych ar y Ddeddf fel a ganlyn:
- a. Mae Rhan 1 yn rhoi trosolwg o'r Ddeddf, gyda'r bwriad o helpu i wybod lle i ddod o hyd i bethau;
 - b. Mae Rhan 2 yn ymwneud â phennu a oes gan berson gontract meddiannaeth gyda'i landlord, ac os felly, pa fath o gontract meddiannaeth yw hwnnw;
 - c. Mae Rhan 3 yn gymwys i bob contract meddiannaeth, felly bydd yn berthnasol i bawb sy'n rhentu ei gartref o dan gontract meddiannaeth (mae'n ymdrin ag amrywiaeth eang o hawliau a rhwymedigaethau deiliaid contractau a landlordiaid);
 - ch. Mae Rhan 4 yn ymwneud â dyletswyddau landlordiaid i atgyweirio a chynnal a chadw anheddau - mae Pennod 2, sy'n cynnwys y dyletswyddau hynny, yn gymwys i bob contract meddiannaeth ac eithrio contractau safonol cyfnod penodol am gyfnod o saith mlynedd neu ragor. Bydd prif ddarpariaethau Rhan 4, felly, yn gymwys i'r rhan fwyaf o gontractau meddiannaeth, i bob pwrpas;
 - d. Mae Rhan 5 yn gymwys i gontractau diogel yn unig (ac o ganlyniad, nid yw'n berthnasol i gontractau safonol) - mae'n ymdrin ag amrywiaeth o faterion gwahanol;
 - dd. Mae Rhan 6 yn gymwys i gontractau safonol cyfnodol yn unig (ac o ganlyniad, nid yw'n berthnasol i gontractau diogel na chontractau safonol cyfnod penodol) - mae'n ymdrin ag amrywiaeth o faterion gwahanol;
 - e. Mae Rhan 7 yn gymwys i gontractau safonol cyfnod penodol yn unig (ac o ganlyniad, nid yw'n berthnasol i gontractau diogel na chontractau safonol cyfnodol) - mae'n ymdrin ag amrywiaeth o faterion gwahanol;
 - f. Mae Rhan 8 yn gymwys i gontractau safonol â chymorth yn unig - sef contractau safonol (naill ai gyfnodol neu gyfnod penodol) sy'n ymwneud â darparu llety i bobl sydd angen mathau penodol o gymorth;
 - ff. Mae Rhan 9 yn egluro sut y gellir dod â chontractau meddiannaeth i ben - mae amrywiol Benodau yn y Rhan hon yn gymwys i bob contract meddiannaeth, ond mae nifer o Benodau yn gymwys i fathau penodol o gontractau yn unig (mae'r tabl yn adran 147 yn rhoi trosolwg o Ran 9);
 - g. Yn olaf, mae Rhannau 10 ac 11 yn ymdrin ag amrywiaeth o faterion sy'n atodol i'r ddarpariaeth yn y Rhannau blaenorol, neu sy'n ymwneud â gweithredu a dehongli'r Ddeddf.

STRUCTURE OF THE ACT

27. The Act has 11 Parts. Some Parts are relevant to all occupation contracts, and some are relevant only to specific kinds of contract. As sections 5 and 6 set out, the Act can be approached in the following way:
- a. Part 1 provides an overview of the Act, intended to assist with navigation;
 - b. Part 2 concerns the determination of whether a person has an occupation contract with his or her landlord, and if so, what kind of occupation contract it is;
 - c. Part 3 applies to all occupation contracts, so will be relevant to everyone who rents their home under an occupation contract (it deals with a wide range of rights and obligations of contract-holders and landlords);
 - d. Part 4 concerns the duties of landlords in relation to repair and maintenance of dwellings – Chapter 2, which contains those duties, applies to all occupation contracts except fixed term standard contracts for a term of seven years or more, so in practice the key provisions in Part 4 will apply to most occupation contracts;
 - e. Part 5 applies only to secure contracts (and, by extension, is not relevant to standard contracts) – it addresses a range of miscellaneous issues;
 - f. Part 6 applies only to periodic standard contracts (and, by extension, is not relevant to secure contracts and fixed term standard contracts) – it addresses a range of miscellaneous issues;
 - g. Part 7 applies only to fixed term standard contracts (and, by extension, is not relevant to secure contracts and periodic standard contracts) – it addresses a range of miscellaneous issues;
 - h. Part 8 applies only to supported standard contracts – these are standard contracts (either periodic or fixed term) which concern the provision of accommodation to people in need of particular kinds of help or assistance;
 - i. Part 9 concerns how occupation contracts can be brought to an end – various Chapters of this Part apply to all occupation contracts, but a number of Chapters apply only to certain kinds of contract (the table in section 147 provides an overview of Part 9);
 - j. finally, Parts 10 and 11 deal with a range of miscellaneous matters which are supplementary to the provision in the preceding Parts, or which concern the operation and interpretation of the Act.

SYLWEBAETH AR YR ADRANNAU RHAN 1 - TROSOLWG O'R DDEDDF

Adrannau 1 i 6 - Cyflwyniad i'r Ddeddf a throsolwg ohoni

28. Mae Rhan 1 o'r Ddeddf yn rhoi cyflwyniad i'r Ddeddf a throsolwg ohoni. Mae adrannau 1 i 4 yn cyflwyno prif gysyniadau'r Ddeddf (contractau meddiannaeth, landlordiaid cymunedol a phreifat, a darpariaethau sylfaenol ac atodol). Mae adrannau 5 a 6 yn rhoi arweiniad i strwythur, cynnwys a chymhwysiad Rhannau 3 i 11 o'r Ddeddf.
29. Fel y mae adran 1 yn awgrymu, prif ddiben y Ddeddf yw creu system newydd ar gyfer rhentu cartrefi sydd wedi eu lleoli yng Nghymru. Mae'r system newydd yn seiliedig ar sefydlu dau fath o 'gontract meddiannaeth' a fydd yn sail gyfreithiol ar gyfer y rhan fwyaf o gytundebau rhwng landlordiaid a phobl sy'n rhentu eu cartref. Bydd yn diddymu'r rhan fwyaf o'r gwahanol fathau o denantiaethau sy'n bodoli cyn iddo ddod i rym, fel y bydd gan y rhan fwyaf o bobl sy'n rhentu eu cartref yng Nghymru, boed o dan denantiaeth neu o dan drwydded (a drafodir isod), naill ai 'gontract diogel' neu 'gontract safonol' gyda'u landlord.

Atodlen 1 - Trosolwg o ddarpariaethau sylfaenol a ymgorfforir fel telerau contractau meddiannaeth

30. Mae Atodlen 1 yn rhestru mewn tabl y darpariaethau sylfaenol sy'n gymwys i bob math o gontract meddiannaeth. Rhan 1 sy'n ymdrin â chontractau diogel, Rhan 2 â chontractau safonol cyfnodol a Rhan 3 â chontractau safonol cyfnod penodol.

RHAN 2 - CONTRACTAU MEDDIANNAETH A LANDLORDIAID PENNOD 1 - CONTRACTAU MEDDIANNAETH

Adran 7 - Tenantiaethau a thrwyddedau sy'n gontractau meddiannaeth

31. Mae adran 7 yn gwneud y gosodiad sylfaenol sy'n sail i'r Ddeddf, ac a ystyrir uchod mewn perthynas â Rhan 1; bydd y rhan fwyaf o'r tenantiaethau a'r trwyddedau y bydd pobl yn rhentu cartrefi oddi tanynt yn gontractau meddiannaeth.
32. Effaith is-adrannau (1) i (3) yw bod tenantiaeth neu drwydded yn gontract meddiannaeth os yw'n caniatáu i o leiaf un unigolyn dros 18 oed feddiannu annedd fel ei gartref a bod rhywun yn talu rhent (neu 'gydnabyddiaeth arall'; er enghraifft, yn gwneud rhywbeth cyfwerth â thalu rhent, megis darparu gwasanaeth i'r landlord) yn gyfnewid am hawl yr unigolyn hwnnw i fyw yn yr annedd.
33. Mae Atodlen 2 yn pennu nifer o amodau ac eithriadau i'r gosodiad sylfaenol yn adran 7.

Atodlen 2 - Eithriadau i adran 7

Rhan 1 - Tenantiaethau a thrwyddedau nad ydynt o fewn adran 7 sy'n gontractau meddiannaeth os rhoddir hysbysiad

Paragraff 1

34. Nid yw tenantiaeth neu drwydded yn gontract meddiannaeth o dan adran 7, os gwneir hi gyda pherson ('person A'), ond sy'n caniatáu i berson gwahanol fyw yn yr annedd y mae'r denantiaeth neu'r drwydded yn ymwneud â hi (disgrifir person o'r fath ym mharagraff 1 fel 'buddiolwr').

COMMENTARY ON SECTIONS

PART 1 - OVERVIEW OF ACT

Sections 1 to 6 – Introduction to, and overview of, Act

28. Part 1 of the Act provides an introduction to, and overview of, the Act. Sections 1 to 4 introduce the key concepts in the Act (occupation contracts, community and private landlords, and fundamental and supplementary provisions). Sections 5 and 6 provide a guide to the structure, content and application of Parts 3 to 11 of the Act.
29. As section 1 suggests, the Act's primary purpose is to create a new system for the rental of homes which are situated in Wales. The new system is based on establishing two kinds of 'occupation contract' which will be the legal bases of most agreements between landlords and people who rent their home. It will abolish most of the various forms of tenancies in existence before it comes into force so that the majority of people who rent their home in Wales, whether under a tenancy or licence (discussed below), will have either a 'secure contract' or a 'standard contract' with their landlord.

Schedule 1 - Overview of fundamental provisions incorporated as terms of occupation contracts

30. Schedule 1 lists in tabular form the fundamental provisions that apply to each type of occupation contract. Part 1 deals with secure contracts, Part 2 with periodic standard contracts and Part 3 with fixed term standard contracts.

PART 2 - OCCUPATION CONTRACTS AND LANDLORDS

CHAPTER 1 - OCCUPATION CONTRACTS

Section 7 – Tenancies and licences that are occupation contracts

31. Section 7 sets out the basic proposition which underpins the Act, and which is considered above in relation to Part 1; most tenancies and licences under which people rent their homes will be occupation contracts.
32. The effect of subsections (1) to (3) is that a tenancy or licence is an occupation contract if it allows at least one individual over the age of 18 to occupy a dwelling as a home, and someone is paying rent (or 'other consideration'; for example, doing something equivalent to paying rent, such as providing a service to the landlord) in exchange for that individual's right to live in the dwelling.
33. Schedule 2 sets out a number of exceptions and qualifications to the basic proposition in section 7.

Schedule 2 - Exceptions to section 7

Part 1 - tenancies and licences not within section 7 that are occupation contracts if notice is given

Paragraph 1

34. A tenancy or licence which is made with a person ('person A'), but which allows a different person to live in the dwelling to which the tenancy or licence relates (such a person is described in paragraph 1 as a 'beneficiary'), is not an occupation contract under section 7.

35. Mae'r un peth yn wir am denantiaeth neu drwydded nad oes rhent na chydabyddiaeth arall (er enghraifft, gwaith a wneir gan ddeiliad y contract fel ffurf ar rent) yn daladwy mewn perthynas â hi.
36. Ond o dan baragraff 1, gall tenantiaeth neu drwydded o'r fath fod yn gontract meddiannaeth os yw'r landlord yn dymuno hynny. Os felly, rhaid i'r landlord roi hysbysiad i'r person y gwnaed y denantiaeth neu'r drwydded gydag ef (sef person A mewn perthynas â thenantiaeth neu drwydded y byddai buddiolwr yn byw yn yr annedd oddi tani) sy'n datgan y bydd y denantiaeth neu'r drwydded yn gontract meddiannaeth. Rhaid rhoi'r hysbysiad hwnnw cyn i'r denantiaeth neu'r drwydded gael ei gwneud, neu ar adeg ei gwneud.

Paragraff 2

37. Mae paragraff 2 yn gymwys i denantiaeth neu drwydded pan fo buddiolwr yn byw yn yr annedd, a'r landlord wedi rhoi hysbysiad o dan baragraff 1. Mae'n caniatáu i'r landlord bennu yn yr hysbysiad y dylid darllen darpariaethau penodol o'r Ddeddf (a darpariaethau rheoliadau a wneir oddi tani) fel petaent yn cyfeirio at y buddiolwr. Mae angen paragraff 2 oherwydd bod y Ddeddf yn cynnwys cyfeiriadau at 'ddeiliaid contract' (gan gynnwys mewn 'darpariaethau sylfaenol' a ddaw'n delerau'r contract meddiannaeth). Yn yr un modd, bydd rheoliadau a wneir o dan y Ddeddf yn cynnwys cyfeiriadau at 'ddeiliaid contract' (gan gynnwys mewn 'darpariaethau atodol', a fydd hefyd yn dod yn delerau'r contract meddiannaeth).
38. Mae'r darpariaethau hynny yn rhoi hawliau i ddeiliad y contract, sef person A yn yr amgylchiadau hyn, ac yn gosod rhwymedigaethau arno. Yn ymarferol, gall fod angen trin y darpariaethau hynny fel pe baent yn gymwys i'r buddiolwr er mwyn sicrhau bod y contract yn gweithredu'n hwylus o ddydd i ddydd.

Rhan 2 - Tenantiaethau a thrwyddedau o fewn adran 7 nad ydynt yn gontractau meddiannaeth oni roddir hysbysiad

39. Mae'r Rhan hon yn ymwneud â thenantiaethau a thrwyddedau penodol sydd o fewn adran 7 ac a fyddai felly yn gontractau meddiannaeth oni bai am baragraff 3. Ond os crybwyllir tenantiaeth neu drwydded ym mharagraff 3(2), nid yw'n gontract meddiannaeth onid yw'r landlord yn dymuno iddi fod yn gontract o'r fath (ac os felly, fel o dan Ran 1, rhaid i'r landlord roi hysbysiad i ddeiliad y contract ei bod yn gontract meddiannaeth cyn i'r denantiaeth neu'r drwydded gael ei gwneud, neu ar adeg ei gwneud).

Paragraff 3

40. Mae paragraff 3(2) yn nodi'r tenantiaethau a'r trwyddedau nad ydynt, er eu bod o fewn adran 7, yn gontractau meddiannaeth, oni roddir hysbysiad gan y landlord. Tenantiaethau a thrwyddedau yw'r rhain sy'n ymwneud â'r canlynol –
- Llety gwyliau,
 - Llety mewn sefydliad gofal (gweler paragraff 4 o Atodlen 2),
 - 'Trefniant hwylus dros dro' - hynny yw, tenantiaeth neu drwydded a wneir fel trefniant hwylus dros dro gyda pherson a oedd yn dresmaswr pan aeth i mewn i'r annedd (gweler paragraff 5), a
 - Llety a rennir â'r landlord - er enghraifft pan fo'r landlord yn cymryd lletywr (gweler paragraff 6).

35. The same is true of a tenancy or licence where no rent or other consideration (for example work undertaken by the contract-holder as a form of rent) is payable.
36. But under paragraph 1, such a tenancy or licence can be an occupation contract if the landlord wishes. If so, the landlord must give notice to the person with whom the tenancy or licence is made (which would be person A in relation to a tenancy or licence where the beneficiary will live in the dwelling) stating that the tenancy or licence is to be an occupation contract. That notice must be given before the tenancy or licence is made, or at the time it is made.

Paragraph 2

37. Paragraph 2 applies to a tenancy or licence where a beneficiary lives in the dwelling, and the landlord has given notice under paragraph 1. It allows the landlord to specify in the notice that certain provisions of the Act (and provisions of regulations made under it) should be read as if they referred to the beneficiary. Paragraph 2 is necessary because the Act contains references to 'contract-holders' (including in 'fundamental provisions' which will become terms of the occupation contract). Similarly, regulations made under the Act will include references to 'contract-holders' (including in 'supplementary provisions', which will also become terms of the occupation contract).
38. Those provisions give rights to, and impose obligations on, the contract-holder, which in these circumstances will be person A. It may be necessary for those provisions to be treated in practice as applying to the beneficiary, to ensure the smooth day-to-day operation of the contract.

Part 2 - Tenancies and licences within section 7 that are not occupation contracts unless notice is given

39. This Part addresses certain tenancies and licences which are within section 7, and which would therefore be occupation contracts were it not for paragraph 3. But if a tenancy or licence is mentioned in paragraph 3(2), it is not an occupation contract unless the landlord wants it to be (in which case, as under Part 1, the landlord must give the contract-holder notice that it is an occupation contract before the tenancy or licence is made, or at the time it is made).

Paragraph 3

40. Paragraph 3(2) sets out the tenancies and licences which, although within section 7, are not occupation contracts unless notice is given by the landlord. They are tenancies and licences relating to the following-
- Holiday accommodation,
 - Accommodation in a care institution (see paragraph 4 of Schedule 2),
 - 'Temporary expedient' - that is, a tenancy or licence made as a temporary expedient with a person who was a trespasser when he or she entered the dwelling (see paragraph 5), and
 - Accommodation that is shared with the landlord - for example, where the landlord takes on a lodger (see paragraph 6).

Rhan 3 - Tenantiaethau a thrwyddedau nad ydynt byth yn contractau meddiannaeth

41. Fel y gwna Rhan 2, mae'r Rhan hon yn ymwneud â thenantiaethau a thrwyddedau penodol sydd o fewn adran 7, ac a fyddai felly yn contractau meddiannaeth oni bai am y Rhan hon. Os crybwyllir tenantiaeth neu drwydded ym mharagraff 7, ni all fyth fod yn contract meddiannaeth, er gwaethaf y ffaith ei bod o fewn adran 7.

Paragraff 7

42. Nid yw tenantiaeth neu drwydded yn contract meddiannaeth os yw'r tenant neu'r trwyddedai o dan 18 oed (neu os oes mwy nag un tenant neu drwyddedai, os yw pob un ohonynt o dan 18 oed).
43. Mae'r paragraff hwn hefyd yn eithrio tenantiaethau amrywiol eraill o fod yn contractau meddiannaeth. Mae'r canlynol wedi eu heithrio o fod yn contractau meddiannaeth:
- tenantiaeth y mae Rhan 2 o Ddeddf Landlord a Tenant 1954 yn gymwys iddi, sy'n darparu diogelwch i denantiaid busnes wrth iddynt adnewyddu neu derfynu eu les. Nid yw'r tenantiaethau hyn o fewn cwmpas y Ddeddf hon, gan nad ydynt yn cael eu defnyddio at y diben o rentu cartref.
 - meddiannaeth warchoddedig neu denantiaeth statudol o fewn ystyr Deddf Rhenti (Amaethyddiaeth) 1976, sy'n rhoi diogelwch deiliadaeth i weithwyr amaethyddol a letyir gan eu cyflogwyr, ynghyd â'u holynwyr.
 - tenantiaeth warchoddedig neu denantiaeth statudol o fewn ystyr Deddf Rhenti 1977; mae gan denantiaid o dan y Ddeddf hon hawliau diffiniedig ynglŷn â swm y rhent y gellir ei godi arnynt, a diogelwch deiliadaeth.
 - tenantiaeth ddiogel sy'n denantiaeth cymdeithas dai, o fewn ystyr adran 86 o Ddeddf Rhenti 1977; mae gan denantiaid cymdeithas dai o dan y Ddeddf hon hawliau diffiniedig ynglŷn â swm y rhent y gellir ei godi arnynt, a diogelwch deiliadaeth.
 - tenantiaeth o ddaliad amaethyddol o fewn ystyr Deddf Daliadau Amaethyddol 1986; tir a gynhwysir mewn contract tenantiaeth amaethyddol.
 - tenantiaeth busnes fferm o fewn ystyr Deddf Tenantiaethau Amaethyddol 1995; mae gan landlordiaid a thenantiaid yr hawl i negodi eu darpariaethau eu hunain ynglŷn â lefelau rhenti a phenderfynu a oes arnynt eisiau cael adolygiadau rhent ai peidio; i fod yn gymwys, rhaid ffermio'r tir drwy gydol oes y denantiaeth.
 - tenantiaeth hir (gweler paragraff 8).
 - llety a ddarperir i aelod o'r lluoedd arfog, i aelod o deulu aelod o'r lluoedd arfog neu i sifiliad sy'n ddarostyngedig i ddisgyblaeth y lluoedd arfog at ddibenion unrhyw un neu ragor o'r lluoedd arfog (gweller paragraff 9 o Atodlen 2).
 - tenantiaeth neu drwydded sy'n ymwneud â 'llety mynediad uniongyrchol' (gweler paragraff 10).

Part 3 - Tenancies and licences that are never occupation contracts

41. As with Part 2, this Part addresses certain tenancies and licences which are within section 7, and which would therefore be occupation contracts were it not for this Part. If a tenancy or licence is mentioned in paragraph 7, despite the fact that it is within section 7, it can never be an occupation contract.

Paragraph 7

42. A tenancy or licence is not an occupation contract if the tenant or licensee is under 18 years of age (or, where there is more than one tenant or licensees, all of them are under 18).
43. This paragraph also excludes various other tenancies from being occupation contracts. The following are excluded from being occupation contracts:
- a tenancy to which Part 2 of the Landlord and Tenant Act 1954 applies, which provides protection for business tenants when renewing or terminating their lease. These tenancies are not covered under this Act as they are not used for the purpose of renting a home.
 - a protected occupancy or a statutory tenancy within the meaning of the Rent (Agriculture) Act 1976, which affords security of tenure for agricultural workers housed by their employers, and their successors.
 - a protected tenancy or a statutory tenancy within the meaning of the Rent Act 1977; tenants under this Act have defined rights concerning the amount of rent they can be charged and security of tenure.
 - a secure tenancy that is a housing association tenancy, within the meaning of section 86 of the Rent Act 1977; tenants of a housing association under this Act have defined rights concerning the amount of rent they can be charged and security of tenure.
 - a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1986; land comprised in a contract for an agricultural tenancy.
 - a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995; landlords and tenants have the right to negotiate their own provisions on rent levels and decide whether or not they want to have rent reviews, land must be farmed throughout the life of the tenancy to qualify.
 - a long tenancy (see paragraph 8).
 - accommodation provided to a member of the armed forces, to a family member of a member of the armed forces or to a civilian subject to service discipline for the purposes of any of the armed forces (see paragraph 9 of Schedule 2).
 - a tenancy or licence which relates to 'direct access accommodation' (see paragraph 10).

Paragraff 8

44. Mae tenantiaethau hir wedi eu heithrio o fod yn gontractau meddiannaeth. Mae'r paragraff hwn yn diffinio tenantiaeth hir o dan y Ddeddf fel a ganlyn:
- tenantiaeth am gyfnod penodol o fwy nag 21 mlynedd (hynny yw, cytunodd y partiön ar y dechrau y byddai'r denantiaeth yn parhau am gyfnod penodol o amser sy'n hwy nag 21 mlynedd),
 - tenantiaeth am gyfnod a bennwyd drwy gyfraith oherwydd cyfamod neu rwymedigaeth i'w hadnewyddu'n barhaus (megis opsiwn i'r tenant adnewyddu'r denantiaeth pan ddaw i ben, er enghraifft adnewyddu'r denantiaeth yn barhaus bob 5 mlynedd), neu
 - tenantiaeth a wneir yn unol â'r 'hawl i brynu' (Rhan 5 o Ddeddf Tai 1985) neu'r 'hawl i gaffael' (adran 17 o Ddeddf Tai 1996).
45. Ond nid yw tenantiaeth y gellir ei therfynu drwy hysbysiad ar ôl marwolaeth yn denantiaeth hir (oni bai ei bod yn denantiaeth cydberchnogaeth – gweler isod).
46. Tenantiaeth cydberchnogaeth yw tenantiaeth sy'n ymwneud ag annedd sy'n eiddo i landlord cymdeithasol cofrestredig, pan fo'r tenant wedi prynu canran o'r eiddo ar sail lesddaliad ac yn talu rhent am y gyfran nad yw'n berchen arni. Gall y tenant brynu cyfrannau pellach o'r rhan nad yw'n berchen arni, ac o bosibl leihau'r rhan honno i ddim.

Paragraff 10

47. Llety mynediad uniongyrchol yw llety a ddarperir gan landlord cymunedol neu elusen a gofrestrwyd gyda'r Comisiwn Elusennau (o dan Ddeddf Elusennau 2011), a ddarperir ar sail fyrdymor iawn (24 awr neu lai) i bobl sy'n bodloni meini prawf a bennir gan y landlord (fel rheol pan fo angen llety ar y person dan sylw ar unwaith).

Rhan 4 - Tenantiaethau a thrwyddedau y mae rheolau arbennig yn gymwys iddynt: digartrefedd

48. Mae gan awdurdod tai lleol ddyletswydd i'r bobl hynny sy'n ddigartref ac mewn angen. Mae hyn yn cynnwys dyletswydd i ddarparu llety interim o dan adran 66 o Ddeddf Tai (Cymru) 2014 ('y ddyletswydd interim') a dyletswydd i sicrhau llety (ar sail tymor hwy) o dan adran 73 o'r Ddeddf honno ('y ddyletswydd lawn'). Mae dyletswydd interim awdurdod tai lleol yn ei gwneud yn ofynnol iddo sicrhau llety i geisydd y mae ganddo reswm i gredu ei fod yn ddigartref, yn gymwys i gael cymorth ac mewn angen blaenoriaethol.
49. Mae dyletswydd interim yn codi tra bo'r awdurdod lleol yn cynnal asesiad o dan adran 60 o Ddeddf Tai (Cymru) 2014, i ystyried a oes dyletswydd lawn yn ddyledus i'r ceisydd mewn gwirionedd.
50. Yn dilyn yr asesiad hwn, bydd yr awdurdod lleol yn hysbysu'r ceisydd o'r canlyniad. Os dengys yr asesiad fod dyletswydd lawn yn ddyledus i'r ceisydd gan yr awdurdod lleol, bydd dyletswydd arno i ddarparu llety addas.

Paragraph 8

44. Long tenancies are excluded from being occupation contracts. This paragraph defines a long tenancy under the Act as being:
- a tenancy that is for a fixed term of more than 21 years (that is, at the outset the parties agreed that the tenancy would last for a specified period of time exceeding 21 years),
 - a tenancy for a term fixed by law because of a covenant or obligation for perpetual renewal (such as an option for the tenant to renew the tenancy upon expiry, for example to continually renew the tenancy every 5 years), or
 - a tenancy made under the 'right to buy' (Part 5 of the Housing Act 1985) or 'right to acquire' (section 17 of the Housing Act 1996).
45. But a tenancy that can be terminated by notice after a death is not a long tenancy (unless it is a shared ownership tenancy - see below).
46. A shared ownership tenancy is a tenancy that relates to a dwelling owned by a registered social landlord where the tenant has purchased a percentage of the property on a leasehold basis and pays rent on the un-owned share. Further shares of the un-owned part can be purchased until potentially the remaining un-owned portion is reduced to nil.

Paragraph 10

47. Direct access accommodation is accommodation provided by a community landlord or a charity registered with the Charity Commission (under the Charities Act 2011), which is provided on a very short-term basis (24 hours or less) to people who satisfy criteria set by the landlord (which will generally require the person to have an immediate need for accommodation).

Part 4 - Tenancies and licences to which special rules apply: homelessness

48. A local housing authority has a duty to those who are homeless and in need. This includes a duty to provide interim accommodation under section 66 of the Housing (Wales) Act 2014 ('the interim duty') and a duty to secure accommodation (on a longer term basis) under section 73 of that Act ('the full duty'). A local housing authority's interim duty requires it to secure accommodation for an applicant that it has reason to believe is homeless, eligible for help and in priority need.
49. An interim duty arises whilst the local authority carries out an assessment under section 60 of the Housing (Wales) Act 2014 to consider whether the applicant is actually owed a full duty.
50. Following this assessment the local authority will notify the applicant of the outcome. If this assessment shows the local authority owes a full duty to the applicant, they have a duty to provide suitable accommodation.

Paragraff 11

51. Mae'r paragraff hwn yn pennu nad yw llety a ddarperir gan awdurdod tai lleol mewn cysylltiad â'i swyddogaethau digartrefedd (ac eithrio llety a ddarperir yn unol â'r ddyletswydd lawn) yn cael ei ddarparu o dan gontract meddiannaeth. Felly, ni fydd llety a ddarperir o dan y ddyletswydd interim yn cael ei ddarparu o dan gontract meddiannaeth.

Paragraff 12

52. Mae paragraff 12 yn pennu'r rheolau sy'n gymwys pan fo awdurdod tai lleol yn ymrwmo i drefniadau gyda landlord arall i gyflawni ei swyddogaethau digartrefedd.

Rhan 5 - Tenantiaethau a thrwyddedau y mae rheolau arbennig yn gymwys iddynt: llety â chymorth

Paragraff 13

53. Nid yw tenantiaethau a thrwyddedau ar gyfer llety â chymorth y mae landlord yn bwriadu ar y dechrau eu darparu am ddim mwy na chwe mis, yn gontractau meddiannaeth. Landlordiaid cymunedol ac elusennau cofrestredig yw'r landlordiaid y mae hyn yn gymwys iddynt. Mae adran 143(2) yn diffinio llety â chymorth.
54. Os yw tenantiaeth neu drwydded ar gyfer llety â chymorth yn parhau y tu hwnt i chwe mis, bydd yn dod yn gontract meddiannaeth fel mater o drefn, sef 'contract safonol â chymorth'; gweler adran 143 a Rhan 8 o'r Ddeddf yn gyffredinol. Gwneir eithriad i'r trosi awtomatig yn gontract meddiannaeth pan fo'r landlord yn ymestyn y cyfnod chwe mis drwy roi hysbysiad o dan baragraff 15.
55. Mae hyn yn golygu y bydd contract meddiannaeth yn cael ei ffurfio naill ai yn union ar ôl i'r cyfnod chwe mis dechreuol ddod i ben (os na wneir estyniad) neu (os gwneir estyniad) yn union ar ôl y dyddiad a bennir yn yr hysbysiad o estyniad. Cyfeirir at y cyfnod cyn i'r denantiaeth neu'r drwydded ddod yn gontract meddiannaeth fel y 'cyfnod perthnasol'.

Paragraff 14

56. Mae'r paragraff hwn yn pennu'r effaith a gaiff contractau blaenorol ynglŷn â llety â chymorth ar y modd y cyfrifir y cyfnod perthnasol. Yn gyffredinol, os cafwyd contractau blaenorol sy'n ymwneud â llety â chymorth, bydd y cyfnod perthnasol yn cael ei gyfrifo o ddyddiad cychwyn y cyntaf o'r contractau hynny.
57. Er mwyn i unrhyw gontract blaenorol gael ei drin yn y modd hwn, rhaid iddo fod yn ymwneud â llety â chymorth, ac ymwneud naill ai â'r un annedd â'r contract cyfredol, neu annedd o fewn yr un adeilad neu uned.

Paragraff 15

58. Fel y crybwyllwyd yn y paragraffau blaenorol, caiff landlord ymestyn y cyfnod pan nad oes gan berson sy'n byw mewn llety â chymorth gontract meddiannaeth.

Paragraph 11

51. This paragraph provides that accommodation provided by a local housing authority in connection with its homelessness functions (other than accommodation provided in accordance with the full duty) is not provided under an occupation contract. Accommodation provided under the interim duty will not be provided by means of an occupation contract.

Paragraph 12

52. Paragraph 12 sets out the rules that apply where a local housing authority enters into arrangements with another landlord in discharging its homelessness functions.

Part 5 - Tenancies and licences to which special rules apply: supported accommodation

Paragraph 13

53. Tenancies and licences relating to supported accommodation which a landlord initially intends to provide for no more than six months are not occupation contracts. The landlords to whom this applies are community landlords and registered charities. Section 143(2) defines supported accommodation.
54. If a tenancy or licence relating to supported accommodation continues beyond six months it will automatically become an occupation contract which is a 'supported standard contract'; see section 143 and Part 8 of the Act generally. An exception to the automatic conversion to an occupation contract applies where the landlord extends the six month period by giving a notice under paragraph 15.
55. This means that an occupation contract will arise either immediately after the initial six-month period has ended (where there has been no extension) or (where there has been an extension) immediately after the date specified in the notice of extension. The period before the tenancy or licence becomes an occupation contract is referred to as the 'relevant period'.

Paragraph 14

56. This paragraph sets out the effect previous contracts relating to supported accommodation have on the calculation of the relevant period. Generally, if there have been previous contracts that relate to supported housing, the relevant period will be calculated from the start date of the first of those contracts.
57. For any previous contract to be treated in this way it must relate to supported accommodation, and either to the same dwelling as the current contract or to a dwelling within the same building or unit.

Paragraph 15

58. As referred to in the preceding paragraphs, a landlord may extend the period during which a person living in supported accommodation does not have an occupation contract.

59. Pan fo landlord yn dymuno parhau i ddarparu llety â chymorth y tu hwnt i'r cyfnod o chwe mis, ond nad yw'n dymuno i'r llety gael ei ddarparu o dan gontract meddiannaeth, caiff y landlord ymestyn y cyfnod hwnnw. Os nad yw'r landlord yn awdurdod tai lleol, rhaid i'r landlord gael caniatâd yr awdurdod tai lleol (a ddiffinnir yn adran 243) y lleolir y llety yn ei ardal. Gellir rhoi estyniad am gyfnod o hyd at dri mis ar y tro, ond gellir rhoi mwy nag un estyniad.
60. Er mwyn ymestyn y cyfnod, rhaid i'r landlord roi hysbysiad o estyniad i'r preswlydd, bedair wythnos o leiaf cyn y byddai'r denantiaeth neu'r drwydded, fel arall, yn dod yn gontract meddiannaeth (naill am fod cyfnod cychwynnol yn dod i ben, neu am fod estyniad blaenorol mewn grym ond y bydd yn dod i ben yn fuan).
61. Rhaid i'r hysbysiad ddarparu'r holl fanylion a nodir ym mharagraff 15(6) a (7) i'r preswlydd. Mae hyn yn cynnwys rhoi'r rhesymau am yr estyniad, hysbysu'r preswlydd pa bryd y daw'r cyfnod perthnasol fel y'i hymestynnwyd i ben, a hysbysu'r preswlydd am ei hawl i wneud cais i'r llys sirol am adolygiad o'r penderfyniad i ymestyn y cyfnod. Mae'n ofynnol hefyd fod y landlord yn ymgynghori â'r preswlydd cyn rhoi hysbysiad.
62. Wrth ystyried a ddylai wneud cais am estyniad, caiff y landlord ystyried ymddygiad y tenant neu'r trwyddedai ac ymddygiad unrhyw un arall y mae'n ymddangos i'r landlord ei fod yn byw yn yr eiddo.
63. Caiff Gweinidogion Cymru wneud rheoliadau sy'n pennu manylion y weithdrefn ar gyfer cael caniatâd gan awdurdodau tai lleol.

Paragraff 16

64. Caiff person y rhoddir hysbysiad o estyniad iddo gan y landlord ofyn i'r llys sirol adolygu'r penderfyniad i roi'r hysbysiad (os yw'r landlord yn awdurdod tai lleol) neu adolygu penderfyniad yr awdurdod tai lleol i gydsynio i roi'r hysbysiad (os nad yw'r landlord yn awdurdod tai lleol).
65. Caiff y llys gadarnhau neu ddiddymu'r penderfyniad i roi'r hysbysiad (neu i gydsynio i'w roi). Caiff y llys hefyd amrywio cyfnod yr estyniad, ond nid y tu hwnt i'r cyfnod estyniad hwyaf o dri mis.
66. Os yw'r llys yn diddymu'r hysbysiad gwreiddiol, caiff y landlord ddyroddi hysbysiad pellach o estyniad. Os yw'r landlord yn dyroddi'r hysbysiad newydd hwn o fewn 14 diwrnod ar ôl penderfyniad y llys, ystyrir y bydd yr hysbysiad yn cydymffurfio â'r cyfnod byrraf o rybudd, sef 4 wythnos, a bennir ym mharagraff 15, hyd yn oed os nad yw'n cydymffurfio'n ymarferol. Nid yw hyn yn effeithio ar y terfyn amser pan gaiff y preswlydd ofyn am adolygiad felly, yn ymarferol, caiff preswlydd wneud cais unwaith eto i'r llys sirol am adolygiad o'r hysbysiad pellach hwnnw, o dan baragraff 16.
67. Y llys sirol sy'n cynnal adolygiadau o benderfyniadau i ymestyn y cyfnod perthnasol, er mai yn unol â'r egwyddorion a gymhwysir gan yr Uchel Lys mewn cais am adolygiad barnwrol y gwneir hynny. Mae hyn hefyd yn wir am yr holl adolygiadau y bydd y llys sirol yn eu cynnal o dan y Ddeddf.

59. Where a landlord wishes to continue to provide supported accommodation beyond the six month period, but does not wish for the accommodation to be provided under an occupation contract, the landlord may extend that period. If the landlord is not a local housing authority, the landlord must obtain the consent of the local housing authority (defined in section 243) in whose area the accommodation is situated. An extension can be granted for a period of up to three months at a time, but there can be more than one extension.
60. In order to extend the period, the landlord must give notice of an extension to the resident at least four weeks before the tenancy or licence would otherwise become an occupation contract (whether because an initial period is coming to end, or because a previous extension is in force but will soon be coming to an end).
61. The notice must provide all the details set out in paragraph 15(6) and (7) to the resident. This includes giving the reasons for the extension, informing the resident when the relevant period, as extended, will end, and informing the resident of his or her right to apply to the county court for a review of the decision to extend the period. The landlord is also required to consult with the resident before giving notice.
62. In considering whether to apply for an extension the landlord may consider the behaviour of the tenant or licensee and the behaviour of anyone appearing to the landlord to be living in the property.
63. The Welsh Ministers may make regulations setting out details of the procedure for obtaining consent from local housing authorities.

Paragraph 16

64. A person given a notice of extension by the landlord may ask the county court to review the decision to give the notice (if the landlord is a local housing authority) or to review the decision of the local housing authority to consent to the giving of the notice (if the landlord is not a local housing authority).
65. The court may confirm or quash the decision to give (or to consent to) the notice. The court may also vary the extension period, but not beyond the maximum extension of three months.
66. If the court quashes the original notice, the landlord may issue a further notice of extension. Should the landlord issue this new notice within 14 days of the court's decision, it will be considered that the notice complies with the minimum 4 weeks' notice period set out in paragraph 15, even if in practice it does not. This does not affect the time limit within which the resident may seek a review so, in practice, a resident can apply to the county court again under paragraph 16 for a review of that further notice.
67. A review of decisions to extend the relevant period is carried out by the county court, albeit in accordance with the principles applied by the High Court in a judicial review application. The same is true of all reviews undertaken by the county court under the Act.

68. Mae paragraff 17 yn rhoi pŵer i Weinidogion Cymru ddiwygio Atodlen 2. Mae'r Atodlen yn cynnwys manylion arwyddocaol a llawer o ddiffiniadau y bydd angen eu diweddarau o bryd i'w gilydd.

Adran 8 - Contractau diogel a chontractau safonol

69. Mae'r adran hon yn pennu'r ddau fath o gontract meddiannaeth a sefydlir gan y Ddeddf, sef contractau *diogel* a chontractau *safonol*. Fel y nodir uchod yn y sylwadau ar Ran 1, mae contract diogel yn gontract cyfnodol sydd, yn nodweddiadol, yn rhedeg o wythnos i wythnos neu o fis i fis. Contractau diogel yw'r math diodyn o gontractau a ddyroddir gan landlordiaid cymunedol o dan y Ddeddf. Nodir yr eithriadau i hyn isod.
70. Gall contract safonol fod naill ai'n gontract cyfnodol neu'n gontract cyfnod penodol. Contractau safonol yw'r math diodyn o gontract a ddyroddir gan landlordiaid preifat, sef yr holl landlordiaid nad ydynt yn landlordiaid cymunedol. Ond os dymunant, caiff landlordiaid preifat ddyroddi contractau diogel.
71. Mae contract cyfnodol yn rhedeg am y cyfnod rhentu a gytunir, yn nodweddiadol o fis i fis, neu weithiau o wythnos i wythnos. Mae contract cyfnod penodol yn gontract am gyfnod penodedig a gytunir ymlaen llaw: nifer penodol o fisoedd neu flynyddoedd, fel rheol. Mae'r Ddeddf yn darparu bod contractau safonol cyfnod penodol yn dod yn gontractau cyfnodol fel mater o drefn pan ddaw eu cyfnod penodol i ben.

PENNOD 2 - NATUR CONTRACTAU Y GALL LANDLORDIAID CYMUNEDOL A LANDLORDIAID PREIFAT EU GWNEUD ETC.

Adran 9 - Landlordiaid cymunedol ac Adran 10 - Landlordiaid preifat

72. Mae adran 9 yn nodi'r personau sy'n landlordiaid cymunedol o dan y Ddeddf. Yn ychwanegol at awdurdodau lleol (a ddiffinnir yn adran 243) a landlordiaid cymdeithasol cofrestredig (darparwyr tai cymdeithasol fel cymdeithasau tai a gofrestrwyd o dan Ran 1 o Ddeddf Tai 1996), sy'n darparu'r rhan helaethaf o'r tai cymdeithasol yng Nghymru, mae'r diffiniad yn cynnwys darparwyr penodol eraill, a darparwyr posibl, megis darparwyr a gofrestrwyd yn Lloegr ond sy'n darparu tai cymdeithasol yng Nghymru.
73. Caiff Gweinidogion Cymru ddiwygio'r diffiniad o landlord cymunedol. Diben hyn yw sicrhau bod y Ddeddf yn gallu adlewyrchu newidiadau o ran y modd y darperir tai cymdeithasol.
74. O dan adran 10, mae landlord nad yw'n landlord cymunedol, ond sy'n gosod anheddau ar rent yng Nghymru, yn landlord preifat at ddibenion y Ddeddf.

68. Paragraph 17 provides a power for the Welsh Ministers to amend Schedule 2. The schedule contains significant detail and many definitions which are likely to require updating over time.

Section 8 – Secure contracts and standard contracts

69. This section sets out the two types of occupation contract established by the Act, *secure* and *standard* contracts. As noted above in the commentary on Part 1, a secure contract is a periodic contract that typically runs from week to week or month to month. Secure contracts are the default contract issued by community landlords under the Act. The exceptions to this are set out below.
70. A standard contract can be either a periodic or a fixed term contract. Standard contracts are the default contract issued by private landlords, that is, all landlords that are not community landlords. But private landlords can issue secure contracts if they so choose.
71. A periodic contract runs for the agreed rental period, typically from month to month or sometimes week to week. A fixed term contract is for a pre-agreed specified length of time, usually a number of months or years. The Act provides that fixed term standard contracts automatically become periodic contracts on expiry of the fixed term period.

CHAPTER 2 - NATURE OF CONTRACTS WHICH CAN BE MADE ETC. BY COMMUNITY LANDLORDS AND PRIVATE LANDLORDS

Section 9 – Community landlords and Section 10 – Private landlords

72. Section 9 sets out the persons who are community landlords under the Act. In addition to local authorities (defined in section 243) and registered social landlords (social housing providers such as housing associations registered under Part 1 of the Housing Act 1996), who provide the majority of social housing in Wales, the definition includes certain other providers, and potential providers, such as providers registered in England but which provide social housing in Wales.
73. The Welsh Ministers may amend the definition of community landlord. This is intended to ensure that the Act can reflect changes in the way social housing is provided.
74. Under section 10, a landlord who is not a community landlord, but who rents dwellings within Wales, is a private landlord for the purposes of the Act.

Adran 11 - Contract a wneir â landlord cymunedol

75. O dan y Ddeddf, y contract diofyn a ddyroddir gan landlord cymunedol yw'r contract diogel, onid oes un o'r eithriadau a ganlyn yn gymwys:
- Mae'r contract meddiannaeth o fewn Atodlen 3 (gweler isod) ac mae'r landlord yn rhoi hysbysiad o dan adran 13 y bydd yn gontract safonol.
 - Mae'r contract yn gontract safonol ymddygiad gwaharddedig oherwydd gorchymyn o dan adran 116 (sef pan ddaw contract safonol i rym drwy orchymyn y llys o ganlyniad i ymddygiad gwaharddedig - gweler isod).
 - Mae contract safonol cyfnod penodol wedi dod i ben ac mae deiliad y contract yn parhau yn yr eiddo. Mewn sefyllfa o'r fath (os na wneir unrhyw gontract cyfnod penodol newydd) mae'r partion yn cael eu trin fel petaent wedi gwneud contract safonol cyfnodol. Mae'r eithriad hwn yn gymwys hefyd os gwneir contract newydd ar ddiwedd cyfnod penodol, sy'n caniatáu i ddeiliad y contract feddiannu'r un annedd o ddyddiad sy'n digwydd yn union wedi i'r contract cyfnod penodol ddod i ben (gweler adran 184(6)).
 - Mae tresmaswr yn meddiannu'r eiddo fel ei gartref, ac yn gwneud taliadau a dderbynnir gan y landlord cymunedol sy'n berchen ar yr eiddo (gweler adran 238).

Atodlen 3 - Contractau meddiannaeth a wneir gyda neu a fabwysiedir gan landlordiaid cymunedol y caniateir iddynt fod yn gontractau safonol

76. Mae'r Atodlen hon yn rhestru ystod o gontractau meddiannaeth sy'n cael eu ffurfio mewn amgylchiadau penodol neu sy'n ymwneud â mathau penodol o lety. O dan adrannau 11(2) ac 12(4), gall pob un o'r mathau hyn o gontract fod yn gontract safonol, er gwaethaf eu gwneud neu eu mabwysiadu (hynny yw, eu cymryd drosodd) gan landlord cymunedol. Mae'r mathau perthnasol o gontractau meddiannaeth fel a ganlyn:
- *Contractau meddiannaeth drwy hysbysiad* - Contract meddiannaeth na fyddai'n gontract meddiannaeth oni bai bod hysbysiad am y ffaith honno wedi ei roi o dan baragraff 1 neu 3 o Atodlen 2 (gweler y nodiadau uchod). Y contractau perthnasol yw contractau sy'n caniatáu i rywun ac eithrio deiliad y contract feddiannu annedd, contractau pan nad oes rhent yn daladwy, contractau ar gyfer llety gwyliau, contractau sy'n ymwneud â llety mewn cartref gofal, 'trefniadau hwylus dros dro' a chontractau sy'n ymwneud â llety a rennir.
 - *Llety â chymorth* - Contract meddiannaeth ar gyfer llety â chymorth (contract safonol â chymorth).
 - *Meddiannaeth ragarweiniol* - Contract safonol rhagarweiniol. Yn gyffredinol, contract safonol rhagarweiniol yw contract newydd a wneir gyda landlord cymunedol (neu gontract a fabwysiedir gan landlord cymunedol), pan fo'r landlord wedi rhoi hysbysiad i ddeiliad y contract o dan adran 13 yn datgan y bydd yn gontract safonol rhagarweiniol yn ystod y 'cyfnod rhagarweiniol' (gweler adran 16 ac Atodlen 4, a'r eithriad cyntaf yn adrannau 11 a 12). Ni fydd contract safonol rhagarweiniol yn cael ei ffurfio os oedd deiliad y contract, yn flaenorol, wedi dal contract diogel gyda landlord cymunedol, er enghraifft pan fo trosglwyddiad contractau wedi digwydd rhwng deiliaid contract diogel.

Section 11 – Contract made with community landlord

75. Under the Act the default contract issued by a community landlord is the secure contract, except where the following exceptions apply:

- The occupation contract is within Schedule 3 (see below) and the landlord gives notice under section 13 that it is to be a standard contract.
- The contract is a prohibited conduct standard contract because of an order under section 116 (this is where a standard contract comes into force by order of the court as a result of prohibited conduct - see below).
- A fixed term standard contract has come to an end and the contract-holder remains in the property. In such a situation (in the absence of any new fixed term contract being made) the parties are treated as having made a periodic standard contract. This exception also applies if a new contract is made at the end of a fixed term, which allows the contract-holder to occupy the same dwelling from a date falling immediately after the fixed term contract ends (see section 184(6)).
- A trespasser is occupying the property as his or her home and makes payments which are accepted by the community landlord that owns the property (see section 238).

Schedule 3 - Occupation contracts made with or adopted by community landlords which may be standard contracts

76. This Schedule lists a range of occupation contracts which arise in certain circumstances or which concern certain kinds of accommodation. Under sections 11(2) and 12(4), each such occupation contract may be a standard contract, regardless of the fact that it is made by, or adopted by (that is, taken over by) a community landlord. The relevant types of occupation contract are as follows:

- *Occupation contracts by notice* - An occupation contract that would not be an occupation contract unless notice of that fact had been given under paragraph 1 or 3 of Schedule 2 (see notes above). The relevant contracts are contracts that allow someone other than the contract-holder to occupy a dwelling, contracts where no rent is payable, contracts of holiday accommodation, contracts relating to care home accommodation, 'temporary expedients' and contracts relating to shared accommodation .
- *Supported accommodation* - An occupation contract for supported accommodation (a supported standard contract).
- *Introductory occupation* - An introductory standard contract. Generally, an introductory standard contract is a new contract which is made with a community landlord (or a contract adopted by a community landlord), where the landlord has given the contract-holder a notice under section 13 stating that it will be an introductory standard contract during the 'introductory period' (see section 16 and Schedule 4, and the first exception in sections 11 and 12). An introductory standard contract will not arise where the contract-holder previously held a secure contract with a community landlord, for example where a transfer of contracts has taken place between secure contract-holders.

- *Llety i geiswyr lloches neu bersonau sydd wedi eu dadleoli* – Contractau meddiannaeth sy'n ymwneud â llety ar gyfer ceiswyr lloches (sef unigolion sy'n disgwyl am ganlyniad ceisiadau am loches) neu bersonau a ddiogelir dros dro o dan y Rheolau Mewnfudo (statws a roddir i bersonau sy'n rhan o fewnlifiad torfol o bobl a ddadleolwyd).
- *Llety i bersonau digartref* – Contract meddiannaeth a wnaed mewn cysylltiad â swyddogaeth ddigartrefedd awdurdod tai lleol o dan Ran 2 o Ddeddf Tai (Cymru) 2014, ac y mae'r rheolau a bennir yn Rhan 4 o Atodlen 2 yn gymwys iddi (gweler y nodiadau uchod).
- *Meddiannaeth yn rhinwedd swydd: cyffredinol* – Contractau meddiannaeth pan fo deiliad y contract yn cael ei gyflogi gan un o'r cyflogwyr a restrir yn y paragraff (yn gyffredinol, y mathau o gyflogwyr y byddai wedi bod yn ofynnol iddynt ddyroddi contract diogel), pan fo'n ofynnol i'r cyflogai feddiannu'r annedd yn ôl un o delerau ei gontract cyflogaeth (er enghraifft gofalwyr ysgol, wardeiniaid llety gwarchod).
- *Meddiannaeth yn rhinwedd swydd o ran yr heddlu neu'r gwasanaethau tân ac achub* – Contractau meddiannaeth a ddarperir mewn cysylltiad â gweithio i'r heddlu neu i wasanaeth tân ac achub.
- *Llety myfyrwyr* – Contract meddiannaeth mewn perthynas â llety a ddarperir i fyfyrwr sy'n astudio cwrs dynodedig gan Weinidogion Cymru mewn sefydliad addysg bellach (sef sefydliad sy'n darparu addysg y tu hwnt i oedran gadael ysgol, ond islaw lefel gradd) neu mewn sefydliad addysg uwch (sefydliad sy'n darparu addysg ar lefel gradd neu uwch).
- *Llety dros dro: tir sydd wedi ei gaffael ar gyfer datblygu* – Contract meddiannaeth mewn perthynas â llety a ddarperir ar sail dros dro ar dir sydd wedi ei gaffael ar gyfer ei ddatblygu.
- *Llety dros dro: personau sy'n dechrau gwaith* – Contract meddiannaeth mewn perthynas â llety dros dro a ddarperir i bobl sydd wedi symud i ymgymryd â chyflogaeth mewn ardal awdurdod lleol nad oeddent yn preswyllo ynddi cyn hynny, tra bônt yn chwilio am lety parhaol.
- *Llety dros dro: trefniadau dros dro* – Contract meddiannaeth sy'n ymwneud ag annedd sydd wedi ei gosod i'r landlord cymunedol i'w defnyddio fel llety dros dro, a bod y telerau gosod yn ei gwneud yn ofynnol i'r landlord cymunedol ddychwelyd yr annedd i'r lesydd ar ddiwedd cyfnod penodedig, neu pan fo'n ofynnol gan y lesydd. Ni chaiff y lesydd fod yn landlord cymunedol ei hun.
- *Llety dros dro: llety yn ystod gwaith* – Contract meddiannaeth sy'n ymwneud â llety a ddarperir am dymor byr tra gwneir gwaith ar gartref arferol deiliad y contract. Gellir cynnig contract safonol yn yr amgylchiadau hyn os darperir y llety dros dro gan landlord gwahanol ac os nad oedd contract diogel gan ddeiliad y contract cyn hynny.
- *Llety nad yw'n llety cymdeithasol* – Contract meddiannaeth pan fo deiliad y contract yn weithiwr allweddol, neu pan nad oedd gwneud y contract meddiannaeth yn ddarostyngedig i'r 'rheolau dyrannu' arferol. Mae rheolau dyrannu yn ymwneud â'r ffordd y caiff llety ei ddyrannu i'r rheini y mae arnynt angen llety. Penderfynir a yw person yn weithiwr allweddol at y dibenion hyn yn unol â rheoliadau a wneir gan Weinidogion Cymru.

*These notes refer to the Renting Homes (Wales) Act 2016 (anaw 1)
which received Royal Assent on 18 January 2016*

- *Accommodation for asylum seekers or displaced persons* - Occupation contracts relating to accommodation for asylum seekers (asylum seekers are individuals awaiting the outcome of applications for asylum) or persons with temporary protection under the Immigration Rules (which is given to persons where there is a mass influx of displaced persons).
- *Accommodation for homeless persons* - An occupation contract made in connection with a local housing authority's homelessness functions under Part 2 of the Housing (Wales) Act 2014 and to which the rules set out in Part 4 of Schedule 2 apply (see notes above).
- *Service occupancy: general* - Occupation contracts where the contract-holder is employed by one of the employers listed in the paragraph (generally, the kind of employers that would be required to issue a secure contract), and the employee is required by a term of his or her employment contract to occupy the dwelling (for example school caretakers, sheltered accommodation wardens).
- *Service occupancies in relation to the police or fire and rescue services* - Occupation contracts provided in connection with working for the police or for a fire and rescue service.
- *Student accommodation* - An occupation contract relating to accommodation provided to a student studying a course designated by the Welsh Ministers, at a further education institution (an institution providing education beyond school leaving age, below the level of a degree) or at a higher education institution (an institution providing education at degree level or beyond).
- *Temporary accommodation: land acquired for development* - An occupation contract relating to accommodation which is being provided on a temporary basis on land which has been acquired for development.
- *Temporary accommodation: persons taking up employment* - An occupation contract relating to temporary accommodation provided to people who have moved to a local authority area where they were not previously resident to take up employment, whilst they seek permanent accommodation.
- *Temporary accommodation: short term arrangements* - An occupation contract which relates to a dwelling that has been let to the community landlord to be used as temporary housing accommodation, and the terms on which it has been let requires the community landlord to return the dwelling to the lessor at the end of a specified period, or when required by the lessor. The lessor must not himself be a community landlord.
- *Temporary accommodation: accommodation during works* - An occupation contract which relates to accommodation which is provided on a short term basis whilst work is carried out on the contract-holder's usual home. A standard contract can be offered in these circumstances if the temporary accommodation is provided by a different landlord and the contract-holder did not previously have a secure contract.
- *Accommodation which is not social accommodation* - An occupation contract where the contract-holder is a key worker or the making of the occupation contract was not subject to the normal 'allocation rules'. Allocation rules address how housing is allocated to those in need of accommodation. Whether a person is a key worker for these purposes will be determined in accordance with regulations made by the Welsh Ministers.

- *Anheddau a furiedir ar gyfer trosglwyddo* – Contract meddiannaeth sy'n ymwneud â llety sydd wedi ei gaffael, ei adeiladu neu ei ddatblygu gan landlord cymunedol, landlord cymdeithasol cofrestredig (gweler adran 1 o Ddeddf Tai 1996) neu ddarparwr tai cymdeithasol cofrestredig preifat (gweler adran 80(3) o Ddeddf Tai ac Adfywio 2008) gyda'r bwriad o'i drosglwyddo i gymdeithas dai gwbl gydfuddiannol neu gymdeithas dai gydweithredol. Cymdeithas dai yw cymdeithas dai gwbl gydfuddiannol neu gymdeithas dai gydweithredol lle mae'r preswylwyr hefyd yn aelodau o'r gymdeithas, ac felly'n llywio'r modd y'i rheolir (gweler adran 1(2) o Ddeddf Cymdeithasau Tai 1985).

77. Caiff Gweinidogion Cymru ddiwygio'r Atodlen drwy reoliadau.

Adran 12 – Contract a fabwysiedir gan landlord cymunedol

78. Pan fo landlord cymunedol yn dod yn landlord o dan gontract diogel sy'n bodoli eisoes (er enghraifft pan drosglwyddir stoc tai awdurdod lleol i gymdeithas dai), bydd y contract diogel hwnnw'n parhau. Pan fo landlord cymunedol yn dod yn landlord o dan gontract safonol sy'n bodoli eisoes yn sgil trosglwyddo hawliau'r landlord o dan gontract isfeddiannaeth (o dan adrannau 62 neu 66) bydd y contract hwnnw'n parhau fel contract safonol.

79. Ym mhob amgylchiad arall, bydd y contract yn dod i ben pan fydd y landlord cymunedol yn dod yn landlord, a bydd yn cael ei ddisodli gan gontract diogel, oni fydd un o'r eithriadau canlynol yn gymwys:

- Mae'r contract meddiannaeth o fewn Atodlen 3 (gweler uchod) a'r landlord yn rhoi hysbysiad o dan adran 13 y bydd yn gontract safonol.
- Mae'r contract yn gontract safonol ymddygiad gwaharddedig o ganlyniad i orchymyn o dan adran 116 (pan grëir contract safonol gan orchymyn llys o ganlyniad i ymddygiad gwaharddedig – gweler isod).
- Roedd y contract yn gontract safonol cyfnod penodol sydd wedi dod i ben a dod yn gontract safonol cyfnodol, neu mae contract newydd wedi ei wneud ar ddiwedd cyfnod penodol (gweler adran 184(6)).
- Mae tresmaswr yn meddiannu'r eiddo fel ei gartref ac yn gwneud taliadau a dderbynnir gan y landlord cymunedol sy'n berchen ar yr eiddo (gweler adran 238).
- Mae'r contract yn gontract safonol cyfnod penodol y talwyd premiwm ar ei gyfer (er enghraifft drwy brynu eiddo lesddaliad sydd â llai nag 21 mlynedd yn weddill cyn i'r les ddod i ben) ac nid yw deiliad y contract wedi dewis (cyn i'r landlord cymunedol ddod yn landlord) fod y contract i barhau'n gontract safonol cyfnod penodol (gweler adran 15).

Adran 13 – Hysbysiad o gontract safonol

80. Pan fo landlord cymunedol yn dymuno ymrwymo i gontract safonol, neu pan na fo'n dymuno i gontract cyfredol y mae'n ei fabwysiadu ddod yn gontract diogel, a bod y contract o fath a restrir yn Atodlen 3, rhaid rhoi hysbysiad i ddeiliad y contract o dan yr adran hon (gweler adran 11(2)(b) ac adran 12(4)(b)). Rhaid i'r hysbysiad roi gwybod i ddeiliad y contract fod ganddo hawl i ofyn i lys sirol adolygu penderfyniad y landlord i roi'r hysbysiad o fewn 14 diwrnod (gweler adran 14).

- *Dwellings intended for transfer* - An occupation contract relating to accommodation which has been acquired, built or developed by a community landlord, a registered social landlord (see section 1 of the Housing Act 1996) or a private registered provider of social housing (see section 80(3) of the Housing and Regeneration Act 2008) with the intention of transferring it to a fully mutual housing association or a co-operative housing association. A fully mutual housing association or co-operative housing association is a housing association where the residents are also members of the association and therefore direct its management (see section 1(2) of the Housing Associations Act 1985).

77. The Welsh Ministers may amend the Schedule by regulation.

Section 12 – Contract adopted by community landlord

78. Where a community landlord becomes the landlord under an existing secure contract (for example where a local authority's housing stock is transferred to a housing association), that secure contract will continue. Where a community landlord becomes the landlord under an existing standard contract because of a transfer of the rights of the landlord under a sub-occupation contract (under sections 62 or 66) it will continue as a standard contract.

79. In all other circumstances, the contract will end when the community landlord becomes the landlord, and will be replaced with a secure contract, unless one of the following exclusions apply:

- The occupation contract is within Schedule 3 (see above) and the landlord gives notice under section 13 that it is to be a standard contract.
- The contract is a prohibited conduct standard contract because of an order under section 116 (where a standard contract is created by order of the court as a result of prohibited conduct - see below).
- The contract was a fixed term standard contract that has ended and become a periodic standard contract, or a new contract has been made at the end of a fixed term (see section 184(6)).
- A trespasser is occupying the property as his or her home and makes payments which are accepted by the community landlord that owns the property (see section 238).
- The contract is a fixed term standard contract for which a premium was paid (for example through buying a leasehold property with less than 21 years remaining before the lease expires) and the contract-holder has not elected (before the community landlord became the landlord) for the contract to remain a fixed term standard contract (see section 15).

Section 13 – Notice of standard contract

80. Where a community landlord wishes to enter into a standard contract, or does not wish for an existing contract it is adopting to become a secure contract, and the contract is of a kind listed in Schedule 3, notice under this section must be given to the contract-holder (see section 11(2)(b) and section 12(4)(b)). The notice must inform the contract-holder of their right to ask a county court to review the landlord's decision to give the notice within 14 days (see section 14).

Adran 14 – Adolygu hysbysiad

81. Mae'r adran hon yn gymwys pan fo landlord cymunedol wedi rhoi hysbysiad o dan adran 13. Caiff deiliad y contract ofyn am adolygiad o benderfyniad y landlord gan y llys sirol.
82. Caiff y llys naill ai gadarnhau neu ddiddymu'r penderfyniad i roi'r hysbysiad. Os yw'r llys yn diddymu'r hysbysiad gwreiddiol, caiff y landlord roi hysbysiad pellach. Os gwna hynny o fewn 14 diwrnod ar ôl penderfyniad y llys, bydd yr hysbysiad yn cael effaith fel pe bai wedi ei roi ar yr adeg y gwnaed y contract meddiannaeth neu'r adeg y daeth y landlord cymunedol yn landlord, yn ôl y digwydd. Nid yw hyn yn effeithio ar y terfyn amser pan gaiff deiliad y contract ofyn am adolygiad felly, yn ymarferol, caiff deiliad y contract wneud cais unwaith eto i'r llys sirol am adolygiad o'r hysbysiad pellach hwnnw, o dan adran 14.

Adran 15 – Hysbysiad o'r hawl i benderfynu parhau ar gontract cyfnod penodol

83. Fel y pennir yn adran 12, os yw landlord cymunedol yn mabwysiadu contract safonol cyfnod penodol y talwyd premiwm ar ei gyfer, bydd yn dod yn gontract diogel oni fydd deiliad y contract yn dewis fod ei gontract i barhau'n gontract safonol cyfnod penodol.
84. Mae'r adran hon yn ei gwneud yn ofynnol i landlord cymunedol roi hysbysiad i ddeiliad y contract o leiaf fis cyn iddo ddod yn landlord, gan roi gwybod iddo fod ganddo hawl i ddewis parhau ar gontract safonol cyfnod penodol.

Adran 16 – Contractau safonol rhagarweiniol

85. Mae'r adran hon yn creu'r cysyniad o 'gontract safonol rhagarweiniol'. Mae contract meddiannaeth newydd a wneir gyda landlord cymunedol (neu gontract a fabwysiedir gan landlord cymunedol) yn gontract safonol rhagarweiniol os yw'r landlord yn rhoi hysbysiad i ddeiliad y contract am y ffaith honno o dan adran 13. Mae'r adran hon yn darparu bod contractau safonol rhagarweiniol yn gontractau safonol cyfnodol yn ystod y cyfnod rhagarweiniol (12 mis fel arfer, oni chaiff y cyfnod hwnnw ei estyn; gweler Atodlen 4). Ar ddiwedd y cyfnod rhagarweiniol mae'r contract safonol rhagarweiniol yn dod i ben a bydd contract diogel yn cymryd ei le, oni bai bod landlord preifat yn dod yn landlord o dan y contract. Os bydd landlord preifat yn dod yn landlord cyn diwedd y cyfnod rhagarweiniol, bydd y cyfnod rhagarweiniol yn dod i ben, a bydd y contract yn parhau fel contract safonol (oherwydd adran 17(3)).
86. Mae'r contract safonol rhagarweiniol yn darparu llai o sicrwydd meddiannaeth na chontract diogel. Mae contractau safonol rhagarweiniol yn caniatáu i landlordiaid cymunedol ganfod, yn ystod y cyfnod rhagarweiniol, a all deiliad contract gynnal contract diogel ai peidio. Yn yr achosion pan fo deiliad y contract wedi dangos na fydd yn gallu cynnal contract diogel, os yw adran 173 wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, caiff y landlord geisio terfynu'r contract drwy hysbysiad, sy'n golygu y gellir terfynu contract safonol rhagarweiniol yn gyflymach nag y gellid o dan gontract diogel.

Section 14 – Review of notice

81. This section applies where a community landlord has given a notice under section 13. The contract-holder, may ask for a review of the landlord's decision by the county court.
82. The court may confirm or quash the decision to give the notice. If the court quashes the original notice, the landlord may give a further notice. If it does so within 14 days of the court's decision, the notice has effect as though it had been given at the time the occupation contract was made or when the community landlord became the landlord, as the case may be. This does not affect the time limit within which the contract-holder may seek a review so, in practice, a contract-holder can apply to the county court again under section 14 for a review of that further notice.

Section 15 – Notice of right to decide to remain on fixed contract

83. As set out in section 12, if a community landlord adopts a fixed term standard contract for which a premium was paid, it will become a secure contract unless the contract-holder elects for their contract to remain as a fixed term standard contract.
84. This section requires that a community landlord gives the contract-holder notice at least one month before it becomes the landlord informing them of their right to elect to remain on a fixed term standard contract.

Section 16 – Introductory standard contracts

85. This section establishes the concept of an 'introductory standard contract'. A new occupation contract made with a community landlord (or a contract adopted by a community landlord) is an introductory standard contract if the landlord gives the contract-holder notice of that fact under section 13. This section provides that introductory standard contracts are periodic standard contracts during the introductory period (generally twelve months unless that period is extended; see Schedule 4). At the end of the introductory period the introductory standard contract ends and is replaced by a secure contract unless a private landlord becomes the landlord under the contract. If a private landlord becomes the landlord before the end of the introductory period, the introductory period will end, and the contract will continue as a standard contract (because of section 17(3)).
86. The introductory standard contract provides less security of occupation than a secure contract. Introductory standard contracts allow community landlords to ascertain, during the introductory period, whether a contract-holder can sustain a secure contract. In instances where the contract-holder has demonstrated that they will not be able to sustain a secure contract, if section 173 is incorporated as a term of the contract without modification, the landlord can seek to terminate the contract by notice, which means that an introductory standard contract can be terminated more swiftly than is possible under a secure contract.

Atodlen 4 - Contractau safonol rhagarweiniol

87. Mae'r Atodlen hon yn pennu'n fanylach y trefniadau o dan y Ddeddf sy'n gymwys i gontractau safonol rhagarweiniol. Math o gontract safonol cyfnodol yw contractau safonol rhagarweiniol y caiff landlordiaid cymunedol eu dyroddi, am gyfnod rhagarweiniol o 12 mis yn y lle cyntaf, yn hytrach na dyroddi contract diogel.
88. Gall landlord cymunedol hefyd ymestyn y cyfnod rhagarweiniol i gyfanswm o 18 mis drwy roi hysbysiad i ddeiliad y contract am yr estyniad o leiaf wyth wythnos cyn y diwrnod y byddai'r cyfnod rhagarweiniol yn dod i ben fel arall. Caiff deiliad y contract ofyn i'r landlord adolygu penderfyniad y landlord i ofyn am estyniad. At hynny, os yw'r landlord, ar ôl i'r landlord gynnal adolygiad mewnol o'r penderfyniad, yn hysbysu deiliad y contract fod y landlord wedi penderfynu cadarnhau'r penderfyniad, neu os yw'n methu â rhoi hysbysiad o gwbl, caiff deiliad y contract wneud cais i'r llys sirol am adolygiad o'r penderfyniad i ymestyn y cyfnod rhagarweiniol.
89. Mae'r prosesau sy'n ymwneud ag ymestyn, adolygu mewnol ac adolygu gan y llys sirol, a bennir yn yr Atodlen hon, yn debyg iawn i'r prosesau sy'n gymwys i gontractau safonol ymddygiad gwaharddedig (gweler Atodlen 7).

Paragraff 1

90. Mae'r paragraff hwn yn pennu'r hyn yw'r cyfnod rhagarweiniol, sef y cyfnod pan fo contract meddiannaeth a roddir gan landlord cymunedol yn gontract safonol cyfnodol (oherwydd yr eithriad ym mharagraff 3 o Atodlen 3).
91. Pan fo landlord cymunedol wedi ceisio terfynu'r contract drwy wneud hawliad meddiant, neu wedi rhoi hysbysiad o'i fwriad i wneud hynny i ddeiliad y contract, ond nad yw proses yr hawliad wedi ei chwblhau, bydd y contract yn parhau'n gontract safonol y tu hwnt i'r cyfnod rhagarweiniol hyd nes y bo:
- yr hysbysiad yn cael ei dynnu yn ôl,
 - y cyfnod ar gyfer gwneud yr hawliad yn dod i ben heb i'r hawliad gael ei wneud,
 - yr hawliad yn cael ei ddyfarnu o blaid deiliad y contract, neu
 - y contract yn dod i ben heb i unrhyw un o'r pethau hynny ddigwydd.

Paragraff 2

92. Mae'r paragraff hwn yn nodi sut y pennir dyddiad dechrau'r cyfnod rhagarweiniol os oedd deiliad y contract yn barti i gontract safonol rhagarweiniol a ddaeth i ben ar yr union adeg yr oedd yr hawl i feddiannu'r annedd o dan y contract safonol rhagarweiniol newydd yn cychwyn. Yn achos cyd-ddeiliaid contract, y dyddiad yw'r cynharaf o'r dyddiadau a fyddai'n gymwys pe byddai pob un o'r cyd-ddeiliaid contract yn cael ei drin yn unigol.

Paragraff 3

93. Caiff landlord ymestyn y cyfnod rhagarweiniol o 12 mis i 18 mis. Wrth benderfynu a ddylid ymestyn y cyfnod rhagarweiniol, caiff y landlord ystyried ymddygiad deiliad neu ddeiliaid y contract ac ymddygiad unrhyw berson y tybia'r landlord ei fod yn byw yn yr annedd.

Schedule 4 - Introductory standard contracts

87. This schedule sets out in more detail the arrangements under the Act that apply to introductory standard contracts. Introductory standard contracts are a type of periodic standard contract that can be issued by community landlords, in the first instance for an introductory period of 12 months, instead of issuing a secure contract.
88. A community landlord can also extend the introductory period to a total of 18 months by giving the contract-holder a notice of extension at least eight weeks before the introductory period with otherwise end. The contract-holder can request that the landlord reviews the landlord's decision to seek an extension. Furthermore if, after an internal review of the decision by the landlord, the landlord gives a notice informing the contract-holder that the landlord has decided to confirm the decision, or fails to give notice at all, the contract-holder can apply to the county court for a review of the decision to extend the introductory period.
89. The processes relating to extension, internal review and review by the county court set out in this schedule are very similar to those applying to prohibited conduct standard contracts (see Schedule 7).

Paragraph 1

90. This paragraph sets out what constitutes the introductory period during which an occupation contract granted by a community landlord is a periodic standard contract (because of the exception in paragraph 3 of Schedule 3)
91. Where a community landlord has sought to terminate the contract through making a possession claim, or given notice to the contract-holder of its intention to do so, but the claim has not concluded, the contract will remain a standard contract beyond the introductory period until:
- the notice is withdrawn,
 - the time for making the claim runs out without the claim being pursued,
 - the claim is determined in favour of the contract-holder, or
 - the contract ends without any of those events having happened.

Paragraph 2

92. This paragraph sets out how the date on which the introductory period starts is determined if the contract-holder was a party to an introductory standard contract which ended just as the right to occupy the dwelling under the new introductory standard contract began. In the case of joint contract-holders, the date is the earliest of the dates that would apply if each joint contract-holder was treated individually.

Paragraph 3

93. A landlord may extend the introductory period from 12 months to 18 months. In deciding whether to extend the introductory period, the landlord may consider the behaviour of the contract-holder(s) and the behaviour of any person who the landlord considers to be living in the dwelling.

94. Rhaid i landlord cymunedol sy'n ceisio ymestyn y cyfnod rhagarweiniol hysbysu deiliad y contract, wyth wythnos o leiaf cyn y dyddiad y disgwylir i'r cyfnod rhagarweiniol ddod i ben. Rhaid i'r hysbysiad:
- hysbysu deiliad y contract ynghylch y penderfyniad i ymestyn a'r rhesymau pam y mae'r landlord yn ceisio cael estyniad, a
 - rhoi gwybod i ddeiliad y contract fod ganddo hawl i ofyn i'r landlord cymunedol adolygu ei benderfyniad, a nodi erbyn pa bryd y mae'n rhaid gwneud cais o'r fath.
95. Caiff Gweinidogion Cymru ymestyn neu gwtogi'r cyfnod pan fo rhaid rhoi hysbysiad o estyniad i ddeiliad y contract er mwyn i'r hysbysiad fod yn ddilys.

Paragraff 4

96. Os yw deiliad y contract yn gofyn am adolygiad, rhaid i'r landlord adolygu ei benderfyniad, ac yn dilyn hynny caiff naill ai gadarnhau neu wrthdroi'r penderfyniad i roi'r hysbysiad. Rhaid i'r landlord hysbysu deiliad y contract o ganlyniad yr adolygiad cyn y diwrnod y byddai'r cyfnod rhagarweiniol yn dod i ben pe na bai'n cael ei ymestyn.
97. Caiff Gweinidogion Cymru, drwy reoliadau, bennu'r weithdrefn sydd i'w dilyn ar gyfer unrhyw adolygiad o'r hysbysiad.

Paragraff 5

98. Pan fo adolygiad wedi ei gynnal a'r landlord yn rhoi hysbysiad i ddeiliad y contract sy'n cadarnhau'r penderfyniad gwreiddiol, neu os yw'r landlord yn methu â hysbysu deiliad y contract o'r canlyniad, caiff deiliad y contract wneud cais i'r llys sirol adolygu'r penderfyniad i roi'r hysbysiad o estyniad. Rhaid gwneud cais o fewn 14 diwrnod i'r dyddiad y rhoddodd y landlord hysbysiad o'i benderfyniad i ddeiliad y contract, neu 14 diwrnod o'r dyddiad y dylai'r landlord fod wedi hysbysu deiliad y contract o'r penderfyniad (sef y dyddiad y byddai'r cyfnod rhagarweiniol wedi dod i ben pe na bai wedi ei ymestyn).
99. Caiff y llys naill ai gadarnhau neu ddiddymu'r penderfyniad i roi'r hysbysiad o estyniad. Os yw'r llys yn diddymu'r penderfyniad, a'r landlord yn rhoi hysbysiad pellach o estyniad i ddeiliad y contract o fewn 14 diwrnod ar ôl penderfyniad y llys, rhagdybir bod yr hysbysiad yn cydymffurfio â'r gofyniad hysbysu ym mharagraff 3 (2) (hynny yw, rhagdybir ei fod wedi ei roi o leiaf wyth wythnos cyn y diwrnod y byddai'r cyfnod rhagarweiniol wedi dod i ben). Nid yw hyn yn effeithio ar y terfyn amser pan gaiff deiliad y contract ofyn am adolygiad felly, yn ymarferol, mae hawl y deiliad contract i ofyn i'r landlord (o fewn 14 diwrnod i gael yr hysbysiad) adolygu'r penderfyniad i roi'r hysbysiad yn gymwys unwaith eto. Os yw deiliad y contract yn gofyn am adolygiad o'r fath, rhaid i'r landlord hysbysu deiliad y contract am ganlyniad yr adolygiad cyn diwedd y cyfnod o 14 diwrnod sy'n dechrau â'r diwrnod y gofynnodd deiliad y contract am yr adolygiad.

94. A community landlord seeking an extension to the introductory period must notify the contract-holder at least eight weeks before the introductory period is due to end. The notice must:
- inform the contract-holder of the decision to extend and the reasons why the landlord is seeking the extension, and
 - inform the contract-holder that they have the right to request the community landlord to review its decision, and set out the time by which such a request must be made.
95. The Welsh Ministers may extend or shorten the period within which notice of extension must be given to the contract-holder in order for the notice to be valid.

Paragraph 4

96. If the contract-holder requests a review, the landlord must review its decision, following which it may confirm or reverse the decision to give the notice. The landlord must notify the contract-holder of the outcome of the review before the day on which introductory period would end if it was not extended.
97. The Welsh Ministers may by regulations set out the procedure to be followed for any review of the notice.

Paragraph 5

98. Where a review has taken place and the landlord gives the contract-holder notice confirming the original decision, or where the landlord fails to notify the contract-holder of the outcome, the contract-holder may apply to the county court for a review of the decision to give the notice of extension. An application must be made within 14 days of the date on which the landlord gives the contract-holder notice of its decision or 14 days from the date by which the landlord should have notified the contract-holder of the decision (that being the day on which the introductory period would have ended, if it hadn't been extended).
99. The court may confirm or quash the decision to give the notice of extension. If the court quashes the decision and the landlord gives the contract-holder a further notice of extension within 14 days of the court's decision, the notice is deemed to comply with the notice requirement in paragraph 3(2) (that is, it is taken to have been given at least eight weeks before the day on which the introductory period would have ended). This does not affect the time limit within which the contract-holder may seek a review so, in practice, the contract-holder's right to ask the landlord (within 14 days of receiving the notice) to review the decision to give the notice then applies again. If the contract-holder requests such a review, the landlord has to give the contract-holder notice of the outcome of the review before the end of the period of 14 days starting with the day on which the contract-holder asked for the review.

Paragraff 6

100. Mae paragraff 6 yn egluro sut y gall datganiad ysgrifenedig (y mae'n ofynnol i landlord ei roi i ddeiliad y contract os yw un o delerau'r contract yn ymgorffori adran 31) ymdrin â'r contract safonol rhagarweiniol yn ogystal â'r contract diogel a all gael ei ffurfio ar ddiwedd y contract safonol rhagarweiniol. Os yw'r landlord a deiliad y contract wedi cytuno beth fydd telerau'r contract diogel cyn diwedd y cyfnod rhagarweiniol, caiff y landlord ddarparu datganiad ysgrifenedig sy'n nodi telerau'r contract safonol rhagarweiniol yn ogystal â'r contract diogel a all gael ei ffurfio ar ddiwedd y cyfnod rhagarweiniol. Gall y datganiad ysgrifenedig wneud hynny naill ai drwy ddynodi telerau'r contract safonol rhagarweiniol na fyddant yn delerau'r contract diogel (drwy farcio datganiad ysgrifenedig y contract safonol rhagarweiniol, er enghraifft) a nodi'r telerau a fydd yn gymwys i'r contract diogel yn unig, neu drwy nodi holl delerau'r contract diogel ar wahân.
101. Pan fo landlord wedi darparu datganiad ysgrifenedig perthnasol o gontract safonol rhagarweiniol sy'n ymdrin â'r contract diogel, ni ragdybir bod y datganiad perthnasol yn anghywir ond am ei fod yn ymdrin â'r contract diogel. Caiff landlord sy'n darparu datganiad o'r fath ei drin fel pe bai wedi cydymffurfio â'r gofyniad yn adran 31 i ddarparu datganiad ysgrifenedig mewn perthynas â'r contract diogel.
102. Pe byddai'r landlord yn ymestyn y cyfnod rhagarweiniol (gan olygu bod dyddiad meddiannu'r contract diogel yn newid) ni fyddai'r datganiad ysgrifenedig perthnasol yn anghywir ond am nad yw'n nodi dyddiad meddiannu newydd y contract diogel.

Paragraff 7

103. Os yw'r landlord yn rhoi datganiad ysgrifenedig i ddeiliad y contract sy'n ymdrin â'r contract safonol rhagarweiniol a'r contract diogel a allai gael ei ffurfio ar ddiwedd y cyfnod rhagarweiniol, caiff y landlord a deiliad y contract, cyn dyddiad meddiannu'r contract diogel, gytuno i amrywio'r contract diogel yr ymdrinnir ag ef yn y datganiad ysgrifenedig. Mae hyn, fodd bynnag, yn ddarostyngedig i isbaragraffau (2) i (5) sy'n darparu:
- bod cyfyngiadau ar y graddau y gellir amrywio telerau sylfaenol (gweler adran 108(1) i (5)),
 - bod gofyniad ar y landlord i roi datganiad ysgrifenedig o amrywiad (a bod tâl digolledu yn daladwy os yw'r landlord yn methu â chydymffurfio) (gweler adrannau 109(1) i (3) a 110),
 - bod y gofynion penodol ar gyfer amrywio'r rhent neu gydnabyddiaeth arall a nodir yn adrannau 104(1) i (3) neu adran 105(1)(b) a (2) i (4) yn gymwys, a
 - y gall yr amrywiad mewn rhent neu gydnabyddiaeth arall ddod i rym o ddyddiad meddiannu'r contract diogel, neu o ddyddiad diweddarach.
104. Mae adran 20 yn darparu bod y paragraff hwn yn ddarpariaeth sylfaenol a ymgorfforir heb ei haddasu fel un o delerau pob contract safonol rhagarweiniol pan fo'r datganiad ysgrifenedig yn 'ddatganiad ysgrifenedig perthnasol' (hynny yw, mae'n ymdrin â'r contract safonol rhagarweiniol a'r contract diogel a allai ei ddilyn).

Paragraph 6

100. Paragraph 6 explains how a written statement (which a landlord is required to give the contract-holder if a term of the contract incorporates section 31) can deal with the introductory standard contract and with the secure contract that may arise at the end of an introductory standard contract. If the landlord and the contract-holder have agreed before the end of the introductory period what the terms of the secure contract will be, the landlord may provide a written statement which sets out the terms of both the introductory standard contract and the secure contract which may arise at the end of the introductory period. The written statement can do this either by identifying the terms of the introductory standard contract that will not be terms of the secure contract (for instance, by marking up the written statement of the introductory standard contract) and setting out the terms that will only apply to the secure contract, or by separately setting out all the terms of the secure contract.
101. Where a landlord has provided a written statement of an introductory standard contract which addresses the secure contract, the statement is not taken to be incorrect merely because it addresses the secure contract. A landlord providing such a statement is treated as having complied with the requirement in section 31 to provide a written statement in relation to the secure contract.
102. Should the introductory period be extended by the landlord (meaning that the occupation date of the secure contract changes) the written statement will not be incorrect merely because it does not set out the new occupation date of the secure contract.

Paragraph 7

103. If the landlord gives the contract-holder a written statement that addresses both the introductory standard contract and the secure contract which may arise at the end of the introductory period, the landlord and contract-holder may, prior to the occupation date of the secure contract, agree to vary the secure contract addressed in the written statement. However, this is subject to sub-paragraphs (2) to (5), which provide:
- that there are limits on the extent to which fundamental terms can be varied (see section 108(1) to (5),
 - that the landlord is required to give a written statement of a variation (and that compensation is payable if the landlord fails to comply) (see sections 109(1) to (3) and 110),
 - that the specific requirements for varying rent or other consideration set out in sections 104(1) to (3) or section 105(1)(b) and (2) to (4) apply, and
 - that the variation of rent or other consideration can take effect from the occupation date of the secure contract, or from a later date.
104. Section 20 provides for this paragraph to be a fundamental provision which is incorporated without modification as a term of all introductory standard contracts where the written statement is a 'relevant written statement' (that is, it addresses both the introductory standard contract and the secure contract that may follow).

Paragraff 8

105. Mae paragraff 8 yn egluro beth fydd telerau contract diogel pan ddaw contract safonol rhagarweiniol i ben ac y daw contract diogel i gymryd ei le, ac nad ymdriniwyd â thelerau'r contract diogel yn y datganiad ysgrifenedig yn unol â pharagraff 6(2) (gweler y nodyn ar baragraff 6 uchod). Os yw'r landlord a deiliad y contract wedi cytuno ar delerau'r contract diogel, mae telerau'r contract fel y cytunwyd. Os nad yw'r landlord a deiliad y contract wedi cytuno ar delerau'r contract diogel, mae paragraff 8(4) yn egluro'r hyn fydd telerau'r contract diogel.

Paragraff 9

106. Pan fo contract diogel yn cael ei ffurfio ar ôl contract safonol rhagarweiniol, a'r contract yn ymgorffori adran 39(1) heb ei haddasu, nid oes unrhyw ofyniad ar y landlord o dan y teler hwnnw i ddarparu cyfeiriad ar gyfer anfon dogfennau i ddeiliad y contract. Ni fydd cyfeiriad y landlord wedi newid o ganlyniad i'r newid o gontract safonol rhagarweiniol i gontract diogel.

Adran 17 - Contractau a wneir â landlord preifat neu a fabwysiedir ganddo

107. Bydd contract meddiannaeth a wneir rhwng landlord preifat a deiliad y contract yn gontract safonol, yn ddiodyn. Ond os yw landlord wedi rhoi hysbysiad i ddeiliad y contract (cyn neu wrth wneud y contract) i'r perwyl bod y contract yn gontract diogel, bydd yn gontract diogel.
108. Pan fo landlord preifat yn dod yn landlord o dan gontract diogel sy'n bodoli eisoes, neu gontract safonol sy'n bodoli eisoes, bydd y contract yn parhau'n gontract diogel neu'n gontract safonol, yn ôl eu trefn.

PENNOD 3 - DARPARIAETHAU SYLFAENOL CONTRACTAU MEDDIANNAETH

109. Yn ychwanegol at wybodaeth sy'n benodol i'r eiddo megis y cyfeiriad a swm y rhent (y cyfeirir atynt yn y Ddeddf fel materion allweddol), bydd contractau meddiannaeth yn cynnwys telerau sylfaenol (telerau sy'n ymgorffori darpariaethau sylfaenol y Ddeddf), telerau atodol (telerau a fydd yn ymgorffori darpariaethau atodol a nodir mewn rheoliadau a wneir gan Weinidogion Cymru o dan y pŵer yn adran 23 o'r Ddeddf), ac unrhyw delerau ychwanegol y cytunir arnynt rhwng y landlord a deiliad y contract.
110. Mae Pennod 3 yn cyflwyno'r cysyniad o ddarpariaethau sylfaenol, sef darpariaethau yn y Ddeddf a ymgorfforir fel telerau sylfaenol contractau meddiannaeth. Gellir ymgorffori amryw o'r darpariaethau sylfaenol ynghyd ag addasiadau iddynt neu beidio â'u hymgorffori o gwbl mewn contract meddiannaeth, ar yr amod bod y landlord a deiliad y contract yn cytuno, a bod deiliad y contract o'r farn bod sefyllfa deiliad y contract yn gwella o ganlyniad. Fodd bynnag, rhaid ymgorffori rhai darpariaethau sylfaenol heb eu haddasu bob tro, a rhestrir y rhain yn adran 20(3).
111. Mae Atodlen 1 yn rhestru'r darpariaethau sylfaenol sy'n gymwys i bob math o gontract meddiannaeth. Yn gyffredinol, nid yw'r Nodiadau Esboniadol hyn yn cyfeirio at bob darpariaeth sylfaenol ar wahân, ond nodir pan fo rhaid ymgorffori darpariaethau sylfaenol heb eu haddasu mewn contractau meddiannaeth, neu pan fo'n werth rhoi eglurhad pellach arnynt.

Paragraph 8

105. Paragraph 8 explains what the terms of a secure contract will be when an introductory standard contract ends and is replaced with a secure contract and the terms of the secure contract have not been addressed in the written statement in accordance with paragraph 6(2) (see note on paragraph 6 above). If the landlord and the contract-holder have agreed the terms of the secure contract, the terms of the contract are as agreed. If the landlord and contract-holder have not agreed the terms of the secure contract, paragraph 8(4) explains what the terms of the secure contract are to be.

Paragraph 9

106. Where a secure contract arises following an introductory standard contract, and the contract incorporates section 39(1) without modification, there is no requirement under that term for the landlord to provide the contract-holder with an address to which documents can be sent. The address of the landlord will not have altered as a consequence of the change from an introductory standard contract to a secure contract.

Section 17 – Contract made with or adopted by private landlord

107. An occupation contract made between a private landlord and a contract-holder will by default be a standard contract. But if a landlord has given notice to the contract-holder (before or when the contract is made) that the contract is a secure contract it will be a secure contract.
108. Where a private landlord becomes the landlord under an existing secure contract or an existing standard contract, the contract will remain, respectively, a secure or standard contract.

CHAPTER 3 - FUNDAMENTAL PROVISIONS OF OCCUPATION CONTRACTS

109. In addition to property-specific information such as the amount of rent and the address (referred to as key matters in the Act), occupation contracts will comprise fundamental terms (terms which incorporate the fundamental provisions in the Act), supplementary terms (terms which will incorporate supplementary provisions set out in regulations to be made by the Welsh Ministers under the power in section 23 of the Act), and any additional terms agreed between the landlord and contract-holder.
110. Chapter 3 introduces the concept of fundamental provisions, which are provisions of the Act that are incorporated as fundamental terms of occupation contracts. Many fundamental provisions can be incorporated with modifications or not incorporated at all in an occupation contract, provided the landlord and the contract-holder agree, and the contract-holder is of the opinion that the position of the contract-holder is improved as a result. However, some fundamental provisions must always be incorporated without modifications, and these are listed in section 20(3).
111. Schedule 1 lists the fundamental provisions that apply to each type of occupation contract. Generally, these Explanatory Notes do not separately identify fundamental provisions, but do identify where fundamental provisions must be incorporated without modification into occupation contracts, or where they are otherwise worthy of further explanation.

Adran 18 - Darpariaethau sylfaenol ac Adran 19 - Telerau sylfaenol a darpariaethau sylfaenol: diffiniadau

112. Mae darpariaethau sylfaenol yn un o agweddau allweddol y Ddeddf hon, a byddant yn elfen allweddol mewn contract meddiannaeth, drwy gael eu cynnwys fel telerau sylfaenol. Mae'r Ddeddf yn pennu pa ddarpariaethau sylfaenol sy'n gymwys i ba gontractau. Mewn rhai achosion bydd gofyn ymgorffori darpariaethau sylfaenol ym mhob contract meddiannaeth (yr angen i ddarparu datganiad ysgrifenedig o'r contract, er enghraifft), ac mewn achosion eraill ceir darpariaethau sy'n gymwys i gontractau penodol yn unig.
113. Bydd y datganiadau ysgrifenedig enghreifftiol o gontractau a ragnodir gan Weinidogion Cymru wrth arfer eu pwerau o dan adran 29 yn cynnwys y telerau sylfaenol ac atodol sy'n gymwys i bob math o gontract meddiannaeth, a bydd y rhain yn adlewyrchu'r darpariaethau sylfaenol perthnasol sydd yn y Ddeddf, a ymgorfforir heb eu haddasu.
114. Yn ymarferol, bydd telerau sylfaenol y contract yn adlewyrchu geiriad darpariaethau sylfaenol y Ddeddf yn fanwl iawn, ac yn adran 33 gosodir terfynau ar yr hyn sy'n dderbyniol o ran newidiadau golygyddol.

Adran 20 - Ymgorffori ac addasu darpariaethau sylfaenol

115. Mae'r adran hon yn caniatáu i landlordiaid a deiliaid contract gytuno i beidio ag ymgorffori darpariaethau sylfaenol mewn contract meddiannaeth (ac eithrio'r darpariaethau sylfaenol a restrir yn is-adran (3), y mae'n rhaid eu hymgorffori heb eu haddasu bob tro). Fodd bynnag, mae hyn yn ddarostyngedig i'r prawf bod deiliad y contract o'r farn y byddai peidio ag ymgorffori'r teler yn gwella ei sefyllfa. Caiff landlordiaid a deiliaid contract hefyd, drwy gytundeb, addasu darpariaethau sylfaenol, ar yr amod bod deiliad y contract o'r farn y byddai'r addasiad yn gwella ei sefyllfa. Er enghraifft, gallai deiliad y contract fod o'r farn y byddai ei sefyllfa'n gwella pe na bai'r ddarpariaeth sylfaenol yn adran 173 (sy'n caniatáu i'r landlord derfynu'r contract drwy roi hysbysiad) yn cael ei hymgorffori, neu pe bai'r cyfnod hysbysu sy'n ofynnol o dan adran 174 yn cael ei addasu i'w gwneud yn ofynnol i'r landlord roi mwy na dau fis o rybudd. Pe bai'r landlord yn cytuno, byddai adran 20 yn caniatáu peidio ag ymgorffori'r telerau hynny, neu eu hymgorffori ynghyd ag addasiadau.
116. Rhaid ymgorffori'r darpariaethau sylfaenol a bennir yn adran 20(3) fel telerau sylfaenol ym mhob contract meddiannaeth y maent yn gymwys iddo, heb eu haddasu. Enghraifft o ddarpariaeth sylfaenol y mae'n rhaid ei hymgorffori heb ei haddasu yw adran 55, sy'n ymwneud â gwahardd ymddygiad gwrthgymdeithasol ac ymddygiad arall. Mae'r rhesymau pam y rhoddir y statws arbennig hwn i'r darpariaethau hyn yn amrywio o ddarpariaeth i ddarpariaeth, ac esbonnir hwy yn y nodiadau ar yr adrannau eu hunain.
117. O dan adrannau 34 a 35, os na ddarparwyd datganiad ysgrifenedig, neu os yw'n anghyflawn, caiff deiliad y contract wneud cais i'r llys am ddatganiad ynghylch telerau'r contract. Os gwneir hynny, ac nad yw deiliad y contract ar fai, caiff pob darpariaeth sylfaenol ac atodol sy'n berthnasol i'r contract ei thrin fel pe bai wedi ei hymgorffori heb ei haddasu, onid yw deiliad y contract yn honni na chafodd ei hymgorffori, neu y cafodd ei hymgorffori ynghyd ag addasiadau.

Section 18 - Fundamental provisions and Section 19 - Fundamental terms and fundamental provisions: definitions

112. Fundamental provisions are one of the key aspects of this Act and will be a key component of an occupation contract, where they will be reflected as fundamental terms. The Act specifies which fundamental provisions apply to which contracts. In some cases fundamental provisions are to be incorporated into all occupation contracts (for example the need to provide a written statement of the contract) and in other cases there are provisions which apply only to certain contracts.
113. Model written statements of contracts prescribed by the Welsh Ministers in the exercise of their power under section 29 will contain the fundamental and supplementary terms applying to each type of occupation contract, and these will reflect the relevant fundamental provisions in the Act, incorporated without modification.
114. In practice, the fundamental terms of the contract will very closely reflect the wording of the fundamental provisions of the Act, and section 33 sets out the limits of acceptable editorial changes.

Section 20 - Incorporation and modification of fundamental provisions

115. This allows landlords and contract-holders to agree not to incorporate fundamental provisions into an occupation contract (with the exception of the fundamental provisions listed in subsection (3), which must always be incorporated without modification). However, this is subject to the test that, in the opinion of the contract-holder, non-incorporation of the term would improve his or her position. Landlords and contract-holders are also able, by agreement, to modify fundamental provisions, provided the contract-holder is of the opinion that the modification would improve his or her position. For example, the contract-holder may be of the opinion that his or her position would be improved by not incorporating the fundamental provision in section 173 (which allows the landlord to end the contract by giving notice), or by modifying the notice period required under section 174 to require the landlord to give more than the minimum two months' notice. If the landlord was in agreement, section 20 would allow those terms not to be incorporated, or to be incorporated with modifications.
116. The fundamental provisions set out in section 20(3) must be incorporated as fundamental terms of every occupation contract to which they apply, without any modification. An example of a fundamental provision that must be incorporated without modification is section 55, which is about prohibiting anti-social behaviour and other conduct. The reasons why these provisions are given this special status differ from provision to provision, and are explained in the notes on the sections themselves.
117. Under sections 34 and 35, if a written statement hasn't been provided or is incomplete, a contract-holder may apply to the court for a declaration of the terms of the contract. If that happens, and the contract-holder is not at fault, each fundamental and supplementary provision applicable to the contract will be treated as incorporated without modification, unless the contract-holder claims that it was not incorporated, or that it was incorporated with modifications.

Adran 21 - Effaith peidio ag ymgorffori darpariaethau sylfaenol ac addasu darpariaethau sylfaenol

118. Os yw landlord a deiliad contract yn cytuno i addasu darpariaeth sylfaenol, neu i beidio â'i hymgorffori, mae adran 21 yn darparu ar gyfer addasu neu hepgor fel mater o drefn ddarpariaethau sylfaenol ac atodol eraill, y caniateir peidio â'u hymgorffori, neu eu haddasu, er mwyn rhoi effaith i'r cytundeb. Er enghraifft, os na chafodd y ddarpariaeth sylfaenol sy'n caniatáu gwneud hawliad meddiant ar sail ôl-ddyledion rhent difrifol o dan gontract safonol cyfnodol (adran 181) ei hymgorffori, dylid hepgor hefyd y ddarpariaeth sylfaenol berthnasol sy'n cyfyngu ar ddefnyddio'r sail honno i feddiannu (yn adran 182). Mae'r adran hon yn sicrhau y byddai hynny'n digwydd.
119. Mae addasu fel mater o drefn, a hepgor ymgorffori fel mater o drefn, yn ddarostyngedig i'r un cyfyngiadau â chytundeb i addasu neu beidio ag ymgorffori; ni ddylent arwain at addasu neu beidio ag ymgorffori unrhyw un o'r darpariaethau sylfaenol a restrir yn adran 20(3). Ystyr hynny yw, pe bai cytundeb i addasu neu i beidio ag ymgorffori darpariaeth sylfaenol, a bod hynny'n golygu na fyddai darpariaeth sylfaenol a restrir yn adran 20(3) yn cael ei hymgorffori, neu y byddai'n cael ei hymgorffori ynghyd ag addasiadau, ni fyddai'r cytundeb i beidio ag ymgorffori'r ddarpariaeth sylfaenol, neu i ymgorffori'r ddarpariaeth honno ynghyd ag addasiadau (o dan adran (1) neu (2)), yn cael unrhyw effaith.
120. Gellir newid telerau sylfaenol contract meddiannaeth ar ôl gwneud y contract hefyd (cyfeirir at hyn yn y Ddeddf fel 'amrywiad'). Mae terfynau, fodd bynnag, ar yr hawl hon ac mae'r terfynau'n amrywio rhwng contractau diogel (gweler Pennod 2 o Ran 5), contractau safonol cyfnodol (gweler Pennod 2 o Ran 6) a chontractau safonol cyfnod penodol (gweler Pennod 2 o Ran 7). Trafodir pob un o'r Penodau hynny ymhellach isod.

Adran 22 - Pwerau o ran darpariaethau sylfaenol

121. Mae'r adran hon yn galluogi Gweinidogion Cymru i wneud rheoliadau sy'n pennu naill ai bod unrhyw ddarpariaeth mewn Deddf Seneddol neu Fesur neu Ddeddf Cynulliad Cenedlaethol Cymru (gan gynnwys unrhyw ddarpariaeth yn y Ddeddf hon), neu mewn is-ddeddfwriaeth, yn ddarpariaeth sylfaenol, neu nad yw'n ddarpariaeth sylfaenol. Bydd hyn yn galluogi Gweinidogion Cymru i wneud darpariaethau penodol sy'n bodoli eisoes yn ddarpariaethau sylfaenol, a sicrhau y gall hawliau a rhwymedigaethau newydd mewn deddfwriaeth a wneir yn y dyfodol ddod yn ddarpariaethau sylfaenol.

PENNOD 4 - DARPARIAETHAU ATODOL CONTRACTAU

MEDDIANNAETH

122. Mae Pennod 4 yn cyflwyno'r cysyniad o ddarpariaethau atodol, sef darpariaethau a gaiff eu nodi mewn rheoliadau, a'u hymgorffori fel telerau atodol mewn contractau meddiannaeth. Fel yn achos y rhan fwyaf o ddarpariaethau sylfaenol, gellir ymgorffori darpariaethau atodol mewn contractau meddiannaeth, neu beidio â'u hymgorffori o gwbl. Fodd bynnag, yn wahanol i ddarpariaethau sylfaenol, nid oes unrhyw gyfyngiad i'r perwyl fod rhaid i beidio ag ymgorffori, neu addasu, darpariaethau atodol, wella sefyllfa deiliad y contract. Felly, gallai addasu neu beidio ag ymgorffori wella sefyllfa naill ai'r landlord neu ddeiliad y contract.

Section 21 – Effect of non-incorporation and modification of fundamental provisions

118. If a landlord and contract-holder agree to modify or not to incorporate a fundamental provision, section 21 provides for the automatic modification or non-incorporation of other fundamental and supplementary provisions that are capable of not being incorporated, or of being modified, in order to give effect to the agreement. For example, if the fundamental provision allowing for a possession claim to be made on the ground of serious rent arrears under a periodic standard contract (section 181) was not incorporated, the relevant fundamental provision restricting the use of that possession ground (in section 182) should also not be incorporated. This section ensures that that would happen.
119. Automatic modification and automatic non-incorporation are subject to the same constraints as an agreement to modify or not to incorporate; they must not result in the modification or non-incorporation of any of the fundamental provisions listed in section 20(3). This means that if, as a result of having agreed to modify or not to incorporate a fundamental provision, a fundamental provision listed in section 20(3) would not be incorporated or would be incorporated with modifications, the agreement not to incorporate the original provision or to incorporate that provision with modification (under subsection (1) or (2)) is of no effect.
120. The fundamental terms of an occupation contract can also be changed after the contract is made (and this is referred to in the Act as a ‘variation’). However, there are limits to this right and the limits vary between secure contracts (see Chapter 2 of Part 5), periodic standard contracts (see Chapter 2 of Part 6) and fixed term standard contracts (see Chapter 2 of Part 7). Each of those Chapters is discussed further below.

Section 22 – Powers in relation to fundamental provisions

121. This enables the Welsh Ministers to make regulations which specify that any provision of an Act of Parliament or of a Measure or Act of the National Assembly for Wales (including any provision of this Act), or of subordinate legislation is, or is not, a fundamental provision. This will allow the Welsh Ministers to make certain existing provisions fundamental provisions, and to ensure that new rights and obligations in future legislation can become fundamental provisions.

CHAPTER 4 - SUPPLEMENTARY PROVISIONS OF OCCUPATION CONTRACTS

122. Chapter 4 introduces the concept of supplementary provisions, which are provisions which will be set out in regulations, and will be incorporated as supplementary terms within occupation contracts. As with most fundamental provisions, supplementary provisions can be incorporated with modifications or not incorporated at all in an occupation contract. However, unlike with fundamental provisions, there is no restriction regarding the non-incorporation or modification of supplementary provisions having to improve the position of the contract-holder. Therefore, the modification or non-incorporation could have the effect of improving the position of either the landlord or the contract-holder.

Adran 23 – Darpariaethau atodol

123. Mae'r adran hon yn darparu ar gyfer pennu darpariaethau atodol mewn rheoliadau a wneir gan Weinidogion Cymru. Byddai enghreifftiau o ddarpariaethau atodol yn cynnwys darpariaethau ynglŷn â chynnal gardd, neu ofyniad i dalu treth gyngor a biliau cyfleustod.

Adran 24 – Ymgorffori ac addasu darpariaethau atodol

124. Y drefn ddiodyn yw fod darpariaethau atodol yn cael eu hymgorffori fel telerau atodol mewn contract meddiannaeth. Ond mae'r adran hon yn darparu y caiff landlordiaid a deiliaid contract gytuno i beidio ag ymgorffori darpariaeth atodol neu i'w hymgorffori ynghyd ag addasiadau. Fodd bynnag, pe bai peidio ag ymgorffori darpariaeth atodol neu addasu darpariaeth atodol yn peri bod y teler atodol cysylltiedig yn anghydnaws ag un o delerau sylfaenol y contract, ni fyddai'r cytundeb i beidio ag ymgorffori'r ddarpariaeth atodol wreiddiol neu i'w hymgorffori ynghyd ag addasiadau yn cael unrhyw effaith. Os yw landlord yn methu â darparu datganiad ysgrifenedig o'r contract, neu'n darparu datganiad anghyflawn, mae adrannau 34 a 36 yn galluogi deiliad y contract i wneud cais i'r llys am ddatganiad o'r telerau. Os yw hynny'n digwydd, ac nad yw deiliad y contract ar fai, caiff pob darpariaeth sylfaenol sy'n berthnasol i'r contract ei thrin fel pe bai wedi ei hymgorffori heb ei haddasu, oni bai bod deilad y contract yn honni nad oedd wedi ei hymgorffori, neu ei bod wedi ei hymgorffori ynghyd ag addasiadau.

Adran 25 – Effaith peidio ag ymgorffori darpariaethau atodol ac addasu darpariaethau atodol

125. Os yw landlord a deiliad contract yn cytuno i addasu neu i beidio ag ymgorffori darpariaeth sylfaenol, mae adran 25 yn darparu ar gyfer addasu neu beidio ag ymgorffori darpariaethau atodol eraill fel mater o drefn er mwyn rhoi effaith i'r cytundeb.

PENNOD 5 - MATERION ALLWEDDOL A THELERAU YCHWANEGOL CONTRACTAU MEDDIANNAETH

Adran 26 – Materion allweddol mewn perthynas â phob contract meddiannaeth

126. Mae'r adran hon yn pennu'r materion allweddol y mae'n rhaid eu cynnwys ym mhob contract meddiannaeth, sef:

- cyfeiriad yr annedd;
- y dyddiad meddiannu (y dyddiad pan all deiliad y contract feddiannu'r annedd);
- swm y rhent neu gydnabyddiaeth arall; ac
- y cyfnodau rhentu (er enghraifft, yn wythnosol neu'n fisol). Diffinnir 'cyfnod rhentu' yn adran 252.

Section 23 – Supplementary provisions

123. This section provides for supplementary provisions to be set out in regulations made by the Welsh Ministers. Examples of supplementary provisions would include provisions relating to maintenance of a garden, or a requirement to pay council tax and utility bills.

Section 24 – Incorporation and modification of supplementary provisions

124. The default position is that supplementary provisions are incorporated as supplementary terms of an occupation contract. But this section provides for landlords and contract-holders to agree that a supplementary provision is either not incorporated or incorporated with modifications. However, where not incorporating a supplementary provision or modifying a supplementary provision would render the related supplementary term incompatible with a fundamental term of the contract, the agreement not to incorporate the original supplementary provision or to incorporate it with modification has no effect. If a landlord fails to provide a written statement of the contract, or provides an incomplete statement, sections 34 and 36 allow the contract-holder to apply to the court for a declaration of the terms. If that happens, and the contract-holder is not at fault, each supplementary provision applicable to the contract will be treated as incorporated without modification, unless the contract-holder claims that it was not incorporated, or that it was incorporated with modifications.

Section 25 – Effect of non-incorporation and modification of supplementary provisions

125. If a landlord and contract-holder agree to modify or not to incorporate a supplementary provision, section 25 provides for the automatic modification or non-incorporation of other supplementary provisions in order to give effect to the agreement.

CHAPTER 5 - KEY MATTERS AND ADDITIONAL TERMS OF OCCUPATION CONTRACTS

Section 26 – Key matters of all occupation contracts

126. This section sets out the key matters which must be included in all occupation contracts. These are:

- the address of the dwelling;
- the occupation date (the date from which the contract-holder is able to occupy the dwelling);
- the amount of rent or other consideration; and
- the rental periods (for example weekly or monthly). ‘Rental period’ is defined in Section 252.

Adran 27 – Materion allweddol pellach mewn contractau safonol

127. Mae'r adran hon yn pennu'r materion ychwanegol y mae'n rhaid eu cynnwys ym mhob contract safonol, sef:

- a yw'r contract yn un cyfnodol neu wedi ei wneud am gyfnod penodol;
- os y'i gwnaed am gyfnod penodol, y cyfnod y'i gwnaed ar ei gyfer (am ba hyd y bydd y contract yn parhau, pa bryd y bydd yn cychwyn a pha bryd y daw i ben);
- unrhyw gyfnodau pan na fydd hawl gan ddeiliad y contract i feddiannu'r annedd fel cartref (er enghraifft i ganiatáu defnyddio llety myfyrwyr at ddibenion eraill yn ystod gwyliau).

Adran 28 – Telerau ychwanegol

128. Mae'r adran hon yn diffinio 'telerau ychwanegol' fel unrhyw delerau ac eithrio telerau sylfaenol, telerau atodol a thelerau sy'n ymwneud â materion allweddol. Gellir cynnwys telerau ychwanegol mewn contract i ymdrin â materion fel cadw anifeiliaid anwes. Fodd bynnag, ni chaiff telerau o'r fath wrthdaro â'r telerau sy'n ymwneud â materion allweddol, nac â thelerau sylfaenol ac atodol.

PENNOD 6 - CONTRACTAU ENGHREIFFTIOL

Adran 29 – Datganiadau ysgrifenedig enghreifftiol o gontractau

129. Mae'r adran hon yn rhoi pŵer i Weinidogion Cymru ddyroddi datganiadau ysgrifenedig 'enghreifftiol' o gontractau meddiannaeth (mae'n ofynnol i landlord ddarparu datganiad ysgrifenedig o'r contract oherwydd adran 31).

130. Bydd y datganiadau ysgrifenedig hyn yn cynnwys y telerau sylfaenol ac atodol sy'n ymgorffori'r holl ddarpariaethau sylfaenol ac atodol sy'n berthnasol i'r holl ffurfiau ar gontractau heb eu haddasu. Felly, er enghraifft, bydd datganiadau ysgrifenedig enghreifftiol ar gyfer contractau meddiannaeth diogel, contractau safonol cyfnod penodol a chontractau safonol cyfnodol.

RHAN 3 - DARPARIAETHAU SY'N GYMWYS I BOB CONTRACT MEDDIANNAETH

PENNOD 1

Adran 30 – Trosolwg o'r Rhan hon

131. Mae'r adran hon yn rhoi trosolwg o Ran 3, sy'n pennu'r darpariaethau sy'n gymwys i bob contract meddiannaeth.

PENNOD 2 - DARPARU GWYBODAETH

132. Mae'r Ddeddf yn ei gwneud yn ofynnol i landlordiaid ddarparu gwybodaeth benodol i ddeiliaid contract. Mae hyn yn cynnwys gofyniad i ddarparu datganiad ysgrifenedig o'r contract o fewn 14 diwrnod i'r dyddiad pan fo deiliad y contract â'r hawl i feddiannu'r annedd. Yn y Bennod hon hefyd, pennir yr hyn y gall deiliad contract ei wneud i orfodi'r gofyniad i ddarparu gwybodaeth, a darperir ar gyfer tâl digolledu o hyd at ddau fis o rent, a fydd y daladwy gan y landlord os methir â darparu datganiad ysgrifenedig o'r contract.

Section 27 – Further key matters of standard contracts

127. This section sets out the additional key matters which must be included in all standard contracts. These are:

- whether the contract is periodic or made for a fixed term;
- if it is made for a fixed term, the term for which it is made (how long does the contract run, when does it begin and when does it end);
- any periods during which the contract-holder is not entitled to occupy the dwelling as a home (for example, to allow student accommodation to be used for other purposes during vacations periods).

Section 28 – Additional terms

128. This section defines 'additional terms' as any terms other than fundamental terms, supplementary terms and terms relating to key matters. Additional terms can be included in the contract to cover issues such as the keeping of pets. However, such terms cannot conflict with the terms relating to key matters, or with fundamental and supplementary terms.

CHAPTER 6 - MODEL CONTRACTS

Section 29 – Model written statement of contract

129. This section provides the Welsh Ministers with a power to issue 'model' written statements of occupation contracts (a landlord is required to provide a written statement of the contract because of section 31).

130. These written statements will include fundamental and supplementary terms which incorporate all of the fundamental and supplementary provisions relevant to each form of contract without modification. So, for example, there will be model written statements for secure, fixed term standard and periodic standard occupation contracts.

PART 3 - PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

CHAPTER 1

Section 30 – Overview of this Part

131. This section provides an overview of Part 3, which sets out provisions that apply to all occupation contracts.

CHAPTER 2 - PROVISION OF INFORMATION

132. The Act places a requirement on landlords to provide certain information to contract-holders. This includes a requirement for a written statement of the contract to be provided within 14 days of the date the contract-holder becomes entitled to occupy the dwelling. This chapter also sets out what the contract-holder can do to enforce the requirement to provide information, and also provides for compensation of up to two months' rent to be payable by the landlord for failing to provide a written statement of the contract.

Adran 31 – Datganiad ysgrifenedig

133. Os ymgorfforir yr adran hon fel un o delerau'r contract heb ei haddasu, mae'n ofynnol i'r landlord ddarparu datganiad ysgrifenedig o'r contract i ddeiliad y contract o fewn 14 diwrnod i'r dyddiad y mae deiliad y contract yn cael yr hawl i feddiannu'r annedd. Diben y gofyniad hwn yw sicrhau bod yr holl bartïon yn gwybod yn union beth yw eu hawliau a'u rhwymedigaethau o dan y contract. Ni chaiff y landlord godi ffi ar ddeiliad y contract am ddarparu'r datganiad hwn.
134. Os yw deiliad y contract, neu un o ddeiliaid y contract o dan gyd-gontract, wedi newid, rhaid i'r landlord roi copi o'r datganiad ysgrifenedig o'r contract i'r deiliad contract newydd o fewn 14 diwrnod i'r diwrnod y newidiodd deiliad y contract. Os nad oedd landlord yn ymwybodol bod deiliad y contract wedi newid, rhaid darparu datganiad ysgrifenedig o'r contract o fewn 14 diwrnod i'r diwrnod y daeth y landlord yn ymwybodol o'r newid hwnnw (neu, yn achos cyd-landlordiaid, o fewn 14 diwrnod i'r diwrnod y daeth unrhyw un o'r landlordiaid yn ymwybodol o'r newid). Ni chaiff y landlord godi ffi ar ddeiliad y contract am ddarparu'r datganiad hwn.
135. Os oes angen copi ychwanegol o'r datganiad ysgrifenedig ar ddeiliad y contract, rhaid i'r landlord godi ffi resymol am ddarparu'r copi ychwanegol hwnnw. Rhaid darparu'r copi ychwanegol o fewn 14 diwrnod i'r diwrnod y gwnaed y cais neu, os yw'r landlord yn codi ffi, o fewn 14 diwrnod i'r diwrnod y mae deiliad y contract yn talu'r ffi.

Adran 32 – Yr hyn y mae datganiad ysgrifenedig i'w gynnwys

136. Mae'r adran hon yn pennu'r wybodaeth sydd i'w chynnwys yn y datganiad ysgrifenedig o gontract meddiannaeth. Y materion yw enwau'r landlord a deiliad neu ddeiliaid y contract; y materion allweddol (gweler adrannau 26 a 27); y telerau sylfaenol (gweler Pennod 3) a'r telerau atodol (gweler Pennod 4), ynghyd ag unrhyw delerau ychwanegol sydd wedi eu cytuno rhwng y landlord a deiliad y contract.
137. Pan fo'r landlord a deiliad y contract wedi cytuno i beidio ag ymgorffori darpariaeth sylfaenol neu atodol, mae'n ofynnol i'r datganiad nodi'r darpariaethau hynny yn benodol.

Adran 33 – Newidiadau golygyddol

138. Mae'r adran hon yn caniatáu gwneud 'newidiadau golygyddol' i eiriad telerau sylfaenol neu atodol, ac yn rhoi enghreifftiau o newidiadau posibl o'r fath.

Adran 34 – Methu â darparu datganiad ysgrifenedig etc.

139. Pan fo landlord wedi methu â darparu'r datganiad ysgrifenedig o fewn 14 diwrnod, a bod hynny'n ofynnol o dan un o delerau'r contract sy'n ymgorffori adran 31, caiff deiliad y contract wneud cais i'r llys am ddatganiad o delerau'r contract.

Section 31 – Written statement

133. If this section is incorporated as a term of the contract without modification, the landlord is required to provide a written statement of the occupation contract to the contract-holder within 14 days of the date the contract-holder becomes entitled to occupy the dwelling. This requirement is intended to ensure that all parties know precisely what their rights and obligations are under the contract. The landlord cannot charge a fee to the contract-holder for providing this statement.
134. Where the identity of the contract-holder, or one of the contract-holders under a joint contract, has changed, the landlord must provide a copy of the written statement of the contract to the new contract-holder within 14 days of the identity of the contract-holder changing. Where a landlord was unaware that the identity of the contract-holder had changed, a written statement of the contract must be provided within 14 days of the landlord becoming aware (or, in the case of joint landlords, within 14 days of any one of the landlords becoming aware) of the change of identity. The landlord cannot charge a fee to the contract-holder for providing this statement.
135. If a contract-holder requires a further copy of the written statement, the landlord may charge a reasonable fee for providing that further copy. The further copy must be provided within 14 days of the request being made or, if the landlord charges a fee, within 14 days of the contract-holder paying the fee.

Section 32 – Contents of written statement

136. This section sets out the information to be included in the written statement of an occupation contract. The matters are the names of the landlord and contract-holder(s), the key matters (see sections 26 and 27), the fundamental terms (see Chapter 3) and the supplementary terms (see Chapter 4), together with any additional terms which have been agreed between the landlord and contract-holder.
137. Where the landlord and contract-holder have agreed not to incorporate a fundamental or supplementary provision there is a requirement for the statement to specifically identify those provisions.

Section 33 – Editorial changes

138. This section allows for ‘editorial changes’ to be made to the wording of fundamental or supplementary terms, and gives examples of what these might be.

Section 34 – Failure to provide a written statement etc.

139. Where a landlord has not provided the written statement within 14 days, and that is required by a term of the contract which incorporates section 31, the contract-holder may apply to the court for a declaration of the terms of the contract.

140. Os gwneir cais i'r llys, y drefn ddiodyn yw y bydd y darpariaethau sylfaenol ac atodol perthnasol sy'n gymwys i'r contract yn cael eu trin fel petaent wedi eu hymgorffori heb eu haddasu fel telerau'r contract. Fodd bynnag, os yw deiliad y contract yn hawlio nad oedd darpariaethau penodol wedi eu hymgorffori, neu eu bod wedi eu hymgorffori ynghyd ag addasiadau, bydd y llys yn penderfynu'r sefyllfa onid yw methiant y landlord i ddarparu'r datganiad ysgrifenedig i'w briodoli i ddeiliad y contract. Caiff y llys naill ai ddyroddi datganiad o'r contract neu orchymyn i'r landlord roi datganiad ysgrifenedig i ddeiliad y contract.

Adran 35 - Methu â darparu datganiad: digolledu

141. Mae'r adran hon yn darparu bod y landlord yn talu tâl digolledu i ddeiliad y contract pan fo'r landlord wedi methu â darparu datganiad ysgrifenedig o'r contract, onid yw'r methiant i'w briodoli i ddeiliad y contract. Caiff y cyfnod y mae'n rhaid i ddatganiad ysgrifenedig gael ei roi i ddeiliad y contract ei nodi mewn unrhyw deler o'r contract sy'n ymgorffori adran 31.
142. Mae'r tâl digolledu yn daladwy yn unol ag adran 87 ac yn gyfwerth â rhent diwrnod am bob diwrnod pan nad yw'r datganiad ysgrifenedig wedi ei ddarparu, hyd at uchafswm o rent dau fis, nes i'r datganiad gael ei ddarparu. Ychwanegir llog at swm y tâl digolledu os yw'r landlord yn methu â darparu'r datganiad o fewn y cyfnod o ddau fis. Os yw deiliad y contract yn credu bod y methiant i ddarparu'r datganiad ysgrifenedig yn fwriadol, mae adran 87 hefyd yn galluogi deiliad y contract i wneud cais i'r llys am gynyddu swm y tâl digolledu. Mae adran 87 yn galluogi'r llys i gynyddu swm y tâl digolledu hyd at uchafswm o ddwywaith y swm gwreiddiol. Mae adran 88 yn galluogi deiliad y contract i osod unrhyw dâl digolledu sy'n ddyledus iddo yn erbyn rhent.

Adran 36 - Datganiad anghyflawn

143. Mae'r adran hon yn pennu y caiff deiliad y contract, pan fo datganiad ysgrifenedig anghyflawn o'r contract wedi ei ddarparu, wneud cais i'r llys am ddatganiad o delerau'r contract. Ni chaiff deiliad y contract wneud hynny cyn diwedd cyfnod o 14 diwrnod sy'n dechrau gyda pha un bynnag o'r canlynol yw'r dyddiad perthnasol:
- y dyddiad meddiannu (os darparwyd y datganiad ysgrifenedig yn unol ag un o delerau'r contract sy'n ymgorffori adran 31(1)),
 - y diwrnod y darparodd y landlord y datganiad ysgrifenedig (os darparwyd y datganiad ysgrifenedig yn unol ag un o delerau'r contract sy'n ymgorffori adran 31(2)), neu
 - os darparodd y landlord ddatganiad ysgrifenedig ychwanegol (yn unol ag un o delerau'r contract sy'n ymgorffori adran 31(6)), naill ai'r diwrnod y gofynnodd deiliad y contract am y datganiad ysgrifenedig ychwanegol neu'r diwrnod y talodd deiliad y contract unrhyw ffi am y datganiad ysgrifenedig ychwanegol (os oedd yn ofynnol talu ffi).

140. If an application is made to the court, the default position is that the relevant fundamental and supplementary provisions that apply to the contract are to be treated as incorporated without modification as terms of the contract. However, if the contract-holder claims that particular provisions were not incorporated or were incorporated with modifications, then the court will determine the position, unless the landlord's failure to issue the written statement is attributable to the contract-holder. The court may either issue a statement of the contract or order the landlord to give the contract-holder a written statement.

Section 35 - Failure to provide statement: compensation

141. This section provides for compensation to be payable by the landlord to the contract-holder where the landlord has failed to provide a written statement of the contract, unless the failure is attributable to the contract-holder. The time period within which a written statement must be given to the contract-holder will be set out in any term of the contract that incorporates section 31.
142. The compensation is payable in accordance with section 87 and is equivalent to a day's rent for each day that the written statement is not provided, up to a maximum of two month's rent, until the statement has been provided. Interest will be added to the compensation amount if the landlord fails to provide the statement within the two month period. If the contract-holder believes the failure to provide the written statement was intentional, section 87 also enables the contract-holder to apply to the court for the compensation amount to be increased. Section 87 enables the court to increase the amount of compensation up to a maximum of double the original amount. Section 88 enables the contract-holder to set off any compensation he or she is owed against rent.

Section 36 - Incomplete statement

143. This section provides that where an incomplete written statement of the contract has been provided, the contract-holder may apply to the court for a declaration of the terms of the contract. The contract-holder may not do so before the end of a 14 day period starting on whichever of the following is the relevant date:
- the occupation date (if the written statement was provided in accordance with a term of the contract that incorporates section 31(1)),
 - the day the landlord provided the written statement (if the written statement was provided in accordance with a term of the contract that incorporates section 31(2)), or
 - if the landlord provided a further written statement (in accordance with a term of the contract that incorporates section 31(6)), either the day the contract-holder requested the further written statement or the day the contract-holder paid any fee for the further written statement (if a fee was required).

144. Os daw'r llys i'r casgliad fod y landlord wedi darparu datganiad anghyflawn yn fwriadol (er enghraifft, bod y landlord wedi hepgor y teler rhwymedigaeth atgyweirio mewn ymgais i osgoi'r rhwymedigaeth honno), gall orchymyn i'r landlord dalu tâl digolledu o hyd at ddau fis o rent, ynghyd â llog, i ddeiliad y contract o dan adran 87. Mae adran 87 hefyd yn galluogi deiliad y contract i wneud cais am gynyddu swm y tâl digolledu hyd at uchafswm o ddwywaith y swm gwreiddiol. Mae adran 88 yn galluogi deiliad y contract i osod unrhyw dâl digolledu sy'n ddyledus iddo yn erbyn rhent.

Adran 37 - Datganiad anghywir: cais deiliad y contract i'r llys

145. Mae'r adran hon yn ymwneud ag amgylchiadau pan fo'r landlord wedi darparu datganiad ysgrifenedig anghywir o'r contract, er enghraifft pan fo deiliad y contract yn credu bod y telerau wedi eu nodi yn anghywir, neu fod telerau wedi eu cynnwys nad oeddent wedi eu cytuno. Caiff deiliad y contract wneud cais i'r llys am ddatganiad ganddo ynglŷn â thelerau'r contract. Os yw'r llys yn penderfynu bod datganiad ysgrifenedig anghywir wedi ei ddarparu'n fwriadol, caiff orchymyn i landlord dalu tâl digolledu o hyd at ddau fis o rent ynghyd â llog. O dan adran 87, caiff deiliad y contract wneud cais i'r llys am gynyddu swm y tâl digolledu. Mae adran 88 yn galluogi deiliad y contract i osod unrhyw dâl digolledu sy'n ddyledus iddo yn erbyn rhent.
146. Ni fydd y datganiad ysgrifenedig yn anghywir ond am nad yw'n nodi teler sydd wedi ei amrywio yn unol â'r contract, os yw'r landlord wedi darparu naill ai ddatganiad ysgrifenedig neu hysbysiad ysgrifenedig o'r amrywiad ar wahân. Fodd bynnag, pan fo'n ofynnol i landlord ddarparu datganiad ysgrifenedig o dan un o delerau'r contract sy'n ymgorffori adran 31(2) (gan fod deiliad y contract wedi newid), neu ddatganiad ysgrifenedig ychwanegol o dan un o delerau'r contract sy'n ymgorffori adrannau 31(4) i (6), rhaid i unrhyw delerau a amrywiwyd yn flaenorol gael eu hadlewyrchu yn y datganiad ysgrifenedig hwnnw.

Adran 38 - Datganiad anghywir: cais landlord i'r llys am ddatganiad bod contract yn gontract safonol

147. Pan fo landlord cymunedol wedi darparu hysbysiad i ddeiliad contract o dan adran 13 (hysbysiad o gontract safonol) ond drwy gamgymeriad wedi darparu datganiad ysgrifenedig ar gyfer contract diogel, caiff y landlord wneud cais i'r llys am i'r camgymeriad gael ei unioni.

Adran 39 - Y landlord yn darparu gwybodaeth am y landlord ac Adran 40 - Digolledu am dorri amodau adran 39

148. Os caiff yr adrannau hyn eu hymgorffori fel telerau'r contract heb eu haddasu, mae'n ofynnol i'r landlord, o fewn 14 diwrnod i'r diwrnod meddiannu, ddarparu cyfeiriad i ddeiliad y contract, lle gellir anfon unrhyw ddogfennau at y landlord (gall fod yn gyfeiriad asiant, os yw'r landlord yn defnyddio un). Os yw'r landlord yn newid, rhaid i'r landlord newydd hysbysu deiliad y contract am y newid, ynghyd â chyfeiriad y caiff deiliad y contract anfon dogfennau at y landlord newydd iddo, o fewn 14 diwrnod i'r diwrnod y mae'r landlord newydd yn dod yn landlord. Os yw'r cyfeiriad y gellir anfon dogfennau at y landlord iddo yn newid, rhaid i'r landlord hysbysu deiliad y contract o'r cyfeiriad newydd o fewn 14 diwrnod.

144. Where the court concludes that the landlord deliberately provided an incomplete statement (for example, the landlord omitted the repairing obligation term in an attempt to avoid that obligation), it can order the landlord to pay compensation of up to two-months' rent to the contract-holder under Section 87, plus interest. Section 87 also enables the contract-holder to apply to have the amount of compensation increased up to a maximum of double the original amount. Section 88 enables the contract-holder to set off any compensation he or she is owed against rent.

Section 37 – Incorrect statement: contract-holder's application to court

145. This section deals with the circumstance where the landlord has provided an incorrect written statement of the contract, for instance, where the contract-holder believes that the terms have been incorrectly set out, or terms have been included which were not agreed. The contract-holder may apply to the court seeking a declaration as to the terms of the contract. If the court decides the provision of an incorrect written statement was deliberate, it can order a landlord to pay compensation of up to two month's rent, plus interest. Under Section 87, the contract-holder may apply to the court for the compensation amount to be increased. Section 88 enables the contract-holder to set off any compensation he or she is owed against rent.
146. The written statement will not be incorrect just because it doesn't set out a term that has been varied in accordance with the contract if either a written statement or a written notice of the variation has been provided separately by the landlord. However, where a landlord is required to provide a written statement under a term of the contract which incorporates section 31(2) (because the identity of the contract-holder has changed), or a further written statement under a term of the contract which incorporates sections 31(4) to (6), any previously varied terms must be reflected within this written statement.

Section 38 – Incorrect statement: landlord's application to court for declaration that contract is a standard contract

147. Where a community landlord has provided a notice to a contract-holder under section 13 (notice of standard contract) but has mistakenly provided a written statement of a secure contract, the landlord may apply to the court to have this rectified.

Section 39 – Provision by landlord of information about the landlord and Section 40 - Compensation for breach of section 39

148. If these sections are incorporated as terms of the contract without modification, within 14 days of the occupation date, a landlord is required to provide the contract-holder with an address to which any documents for the landlord can be sent (this may be an agent, if the landlord uses one). If there is a change in the identity of the landlord, the new landlord must notify the contract-holder of the change, along with an address to which the contract-holder may send documents to the new landlord, within 14 days of the new landlord becoming the landlord. Where there is a change in the address to which documents for the landlord can be sent, the landlord must notify the contract-holder of the new address within 14 days.

149. Pan fo landlord yn methu â darparu'r wybodaeth hon i ddeiliad y contract o fewn y cyfnod gofynnol, bydd yn atebol i dalu tâl digolledu i ddeiliad y contract, sef cyfwerth â rhent diwrnod am bob diwrnod y bydd yr wybodaeth heb ei darparu (hyd at uchafswm o rent dau fis) hyd nes bo'r wybodaeth wedi ei darparu. Dechreuir ychwanegu llog at y swm hwnnw os bydd y landlord yn methu â darparu'r datganiad o fewn y cyfnod o ddau fis.

Adran 41 - Ffurf hysbysiadau etc.

150. Os caiff yr adran hon ei hymgorffori fel un o delerau'r contract heb ei haddasu, rhaid i unrhyw hysbysiadau neu ddogfennau eraill sy'n ymwneud â'r contract fod mewn ysgrifen (er enghraifft cais gan ddeiliad contract am yr hawl i ychwanegu person arall at y contract, neu hysbysiad gan y landlord yn hysbysu deiliad y contract fod y landlord wedi newid). Mae adrannau 236 a 237 yn ymdrin yn fanylach â hysbysiadau.

PENNOD 3 - PRYD Y GELLIR GORFODI CONTRACT

Adran 42 - Pryd y gellir gorfodi telerau contract meddiannaeth

151. Mae'r adran hon yn pennu'r amser pan ddaw contract meddiannaeth yn orfodadwy yn erbyn deiliad y contract. Nid oes modd i landlord orfodi unrhyw un o delerau contract meddiannaeth cyn iddo roi'r datganiad ysgrifenedig o'r contract neu, os yw'n gynharach, y dyddiad pan fo hawl gan ddeiliad y contract i feddiannu'r annedd.
152. Pan fo deiliad y contract wedi newid, ni ellir gorfodi unrhyw un o delerau'r contract meddiannaeth yn erbyn deiliad newydd y contract cyn i'r landlord roi'r datganiad ysgrifenedig i ddeiliad newydd y contract, neu cyn y bydd gan ddeiliad newydd y contract yr hawl i feddiannu'r annedd.

PENNOD 4 - BLAENDALIADAU A CHYNLLUNIAU BLAENDAL

Adran 43 - Ffurf sicrwydd

153. Os caiff yr adran hon ei hymgorffori fel un o delerau'r contract heb ei haddasu, pan fo landlord yn ei gwneud yn ofynnol fod deiliad contract yn talu blaendal mewn perthynas ag annedd, dim ond ar ffurf arian neu warrant y caiff ofyn am y blaendal hwnnw, er enghraifft, cynllun gwarantu blaendal a ddarperir gan awdurdod lleol ar gyfer y rheini na allant fforddio blaendal.

Adran 44 - Ffurf sicrwydd: dwyn achosion gerbron y llys sirol

154. Pan fo landlord yn ei gwneud yn ofynnol fod deiliad contract yn darparu sicrwydd ar ffurf heblaw arian neu warrant, er enghraifft eitem o emwaith, caiff deiliad y contract (neu unrhyw berson a roddodd y sicrwydd ar ran deiliad y contract) wneud cais am orchymyn yn y llys sirol i fynnu bod y person y mae'n ymddangos ei fod yn dal y sicrwydd yn ei ddychwelyd.

149. Where a landlord fails to provide this information to the contract-holder within the required time, they are liable to pay the contract-holder compensation equivalent to a day's rent for each day that the information is not provided (up to a maximum of two months' rent) until the information has been provided. Interest will begin to be added to that amount if the landlord fails to provide the statement within the two month period.

Section 41 – Form of notices etc.

150. If this section is incorporated as a term of a contract without modification, any notices or other documents which relate to the contract must be in writing (for example a request by a contract-holder to be permitted to add another person to the contract, or a notice from the landlord informing the contract-holder that the landlord's identity has changed). Sections 236 and 237 deal with notices in greater detail.

CHAPTER 3 - WHEN CONTRACT BECOMES ENFORCEABLE

Section 42 – When terms of occupation contract become enforceable

151. This section sets out the time at which an occupation contract becomes enforceable against the contract-holder. A landlord is not able to enforce any term of an occupation-contract before the landlord gives the written statement of the contract or, if earlier, the date on which the contract-holder is entitled to occupy the dwelling.
152. Where there has been a change in the identity of the contract-holder, no term of the occupation contract is enforceable against the new contract-holder before the landlord gives the written statement to the new contract-holder, or the new contract-holder becomes entitled to occupy the dwelling.

CHAPTER 4 - DEPOSITS AND DEPOSIT SCHEMES

Section 43 – Form of security

153. If this section is incorporated as a term of the contract without modification, where a contract-holder is required by the landlord to pay a deposit in relation to a dwelling, the landlord can only ask for this deposit in the form of money or a guarantee, for example, a deposit guarantee scheme provided by a local authority for those unable to afford a deposit.

Section 44 – Form of security: county court proceedings

154. Where a landlord requires a contract-holder to provide security in a form other than money or a guarantee, for example an item of jewellery, the contract-holder (or any person who has given the security for the contract-holder) may seek an order in the county court requiring the person who appears to be holding the security to return it.

Adran 45 – Gofyniad i ddefnyddio cynllun blaendal

155. Yn unol â'r telor o'r contract sy'n ymgorffori'r adran hon, rhaid i landlord sy'n gofyn am flaendal gan ddeiliad contract roi unrhyw flaendal a gaiff mewn cynllun blaendal awdurdodedig (gweler Atodlen 5). Rhaid i landlord, o fewn 30 diwrnod ar ôl cael y blaendal, gydymffurfio â gofynion cychwynnol y cynllun, a darparu manylion i ddeiliad y contract am y cynllun a ddefnyddir, ei hawliau mewn perthynas â'r blaendal a chadarnhad bod y landlord yn cydymffurfio â gofynion cychwynnol y cynllun hwnnw. Mae diogelwch y blaendaliadau a wneir gan ddeiliaid contract yn ystyriaeth bwysig iawn yn ymarferol, ac er mwyn sicrhau bod y diogelwch hwnnw'n ymestyn i gynnwys pob deiliad contract, mae'r adran hon yn ddarpariaeth sylfaenol y mae'n rhaid ei hymgorffori heb ei haddasu ym mhob contract meddiannaeth.

Adran 46 – Cynlluniau blaendal: darpariaeth bellach

156. Mae'r adran hon yn cyflwyno Atodlen 5. Mae'n tynnu sylw hefyd at y cysylltiad rhwng Pennod 4 ac adrannau 177 a 198. Yn gryno, bydd un o delerau'r contract sy'n ymgorffori adran 177 yn rhwystro landlord sydd wedi ymrwymo i gontract safonol cyfnodol rhag dyroddi hysbysiad adennill meddiant (o dan y telor o'r contract sy'n ymgorffori adran 173) os nad yw'r landlord yn cydymffurfio â gofynion adran 43 neu adran 45. Mae adran 198 yn gwneud yr un ddarpariaeth mewn perthynas â chontractau safonol cyfnod penodol.

Atodlen 5 – Cynlluniau blaendal: darpariaeth bellach

157. Mae'r Ddeddf yn gwneud darpariaeth ynghylch gofynion cynlluniau blaendal. Rhaid i'r gofynion sy'n ei gwneud yn ofynnol defnyddio cynlluniau blaendal gael eu hymgorffori heb eu haddasu ym mhob contract meddiannaeth. Mae hynny'n golygu y bydd pob contract meddiannaeth yn cynnwys gofynion ynghylch cynlluniau blaendal, a fydd yn debyg i'r rhai sy'n gymwys i Denantiaethau Byrddaliol Sicr ar hyn o bryd. Bydd y gofynion yn gymwys i landlordiaid preifat a landlordiaid cymunedol fel ei gilydd. Yn Atodlen 5, pennir gofynion ychwanegol sy'n ymwneud â diogelu blaendaliadau.

Paragraff 1

158. Mae paragraff 1 yn ei gwneud yn ofynnol fod Gweinidogion Cymru yn gwneud trefniadau i sicrhau bod cynlluniau blaendal ar gael, ac yn caniatáu i Weinidogion Cymru wneud taliadau etc. i weinyddwyr y cynllun. Mae'r paragraff hefyd yn cynnwys pŵer i Weinidogion Cymru wneud rheoliadau sy'n rhoi pwerau i weinyddwyr cynlluniau ac yn gosod dyletswyddau arnynt.

Section 45 – Requirement to use deposit scheme

155. In accordance with the term of the contract that incorporates this section, a landlord who requires a deposit from a contract-holder must place any deposit received into an authorised deposit scheme (see Schedule 5). A landlord must, within 30 days of receiving the deposit, comply with the initial requirements of the scheme and provide the contract-holder with details of the scheme being used, their rights with regard to the deposit and confirmation that the landlord is complying with the initial requirements of that scheme. Protection of deposits paid by contract-holders is of great importance in practice, and in order to ensure that this protection extends to all contract-holders this section is a fundamental provision in relation to all occupation contracts which must be incorporated without modification.

Section 46 – Deposit schemes: further provision

156. This section introduces Schedule 5. It also highlights the connection between Chapter 4 and sections 177 and 198. In summary, a term of the contract which incorporates section 177 will prevent a landlord who has entered into a periodic standard contract from issuing a notice for possession (under the term of the contract which incorporates section 173) if the landlord is not complying with the requirements of section 43 or section 45. Section 198 makes the same provision in relation to fixed term standard contracts.

Schedule 5 - Deposit schemes: further provision

157. The Act makes provision about deposit scheme requirements. The provisions requiring the use of deposit schemes must be incorporated into all occupation contracts without modification. This means that all occupation contracts will include requirements about deposit schemes, similar to those that currently apply to Assured Shorthold Tenancies. The requirements will apply equally to private and community landlords. Schedule 5 sets out additional provisions relating to the protection of deposits.

Paragraph 1

158. Paragraph 1 requires the Welsh Ministers to make arrangements for the availability of deposit schemes, and allows the Welsh Ministers to make payments etc. to scheme administrators. The paragraph also includes a power for the Welsh Ministers to make regulations, conferring powers and imposing duties on scheme administrators.

Paragraffau 2 a 3

159. Mae paragraff 2 yn gymwys pan fo contract meddiannaeth yn weithredol. Os nad yw landlord yn trefnu bod blaendal yn cael ei ddal mewn cynllun blaendal awdurdodedig, neu os yw'n methu â chydymffurfio â gofynion penodol (gan gynnwys gofynion adran 45(2)), caiff deiliad y contract, neu berson a dalodd flaendal ar ei ran, wneud cais am rwymedi i'r llys. Os bodlonir y llys nad yw'r landlord wedi cydymffurfio â'r gofynion, neu os nad yw wedi ei fodloni bod y blaendal yn cael ei ddal yn unol â chynllun blaendal awdurdodedig, rhaid iddo naill ai orchymyn addalu'r blaendal neu orchymyn ei fod yn cael ei dalu i gynllun blaendal gwarchodol (a ddiffinnir yn y paragraff), os oes cynllun o'r fath. Rhaid i'r llys hefyd orchymyn i'r landlord dalu swm o arian i'r ceisydd, a gaiff fod hyd at dair gwaith swm y blaendal. Mae paragraff 3 yn darparu hawl gyffelyb i wneud cais i'r llys am rwymedi mewn sefyllfaoedd pan fo'r contract meddiannaeth wedi dod i ben, ond na wnaeth y landlord gydymffurfio â gofynion penodol mewn perthynas â blaendaliadau.

Paragraff 4

160. Pan fo'r landlord a deiliad y contract yn ymrwymo i gontract meddiannaeth sy'n dilyn yn union ar ôl contract blaenorol (mewn perthynas â'r un annedd, neu'r un annedd i raddau helaeth), mae paragraff 4 yn darparu y caiff y blaendal a dalwyd ar gyfer y contract cyntaf fod yn gymwys i'r contract sy'n cymryd ei le, ynghyd ag unrhyw gontractau sy'n cymryd ei le wedi hynny. Os cydymffurfiodd y landlord â'r gofynion mewn perthynas â'r blaendal o ran y contract cyntaf, felly, nid oes gofyniad i ddiogelu blaendal unwaith eto.

Adran 47 - Cynlluniau blaendal: dehongli

161. Mae'r adran hon yn rhoi diffiniadau o'r termau a ddefnyddir yn y darpariaethau ynghylch cynlluniau blaendal yn y Ddeddf.

PENNOD 5 - CYD-DDEILIAID CONTRACT A CHYD-LANLORDIAID

Adran 48 - Cyd-ddeiliaid contract: cyd-atebolrwydd etc.

162. Yn y Ddeddf, cyfeirir at ddau neu ragor o bersonau sy'n cytuno i rentu annedd fel cyd-ddeiliaid contract. Os oes cyd-ddeiliaid contract o dan gontract meddiannaeth, mae'r adran hon yn darparu (ymhlith darpariaethau cyffredinol eraill ynglŷn â'r modd y mae'r Ddeddf yn gweithredu mewn perthynas â chyd-ddeiliaid contract) fod pob cyd-ddeiliad contract unigol yn llwyr atebol am rwymedigaethau deiliaid y contract o dan y contract meddiannaeth.

Adran 49 - Ychwanegu cyd-ddeiliad contract

163. Os caiff yr adran hon ei hymgorffori fel un o delerau'r contract heb ei haddasu, pan fo deiliad contract o dan gontract meddiannaeth yn dymuno ychwanegu person arall i fod yn ddeiliad contract o dan y contract, caiff wneud hynny gyda chydysyniad y landlord. Bydd person a ychwanegir at y contract fel cyd-ddeiliad contract yn dod yn gymwys i gael yr un hawliau ac yn ddarostyngedig i'r un rhwymedigaethau â'r deiliad neu'r deiliaid contract gwreiddiol.

Paragraphs 2 and 3

159. Paragraph 2 applies where an occupation contract is ongoing. If a landlord does not arrange for a deposit to be held in accordance with an authorised deposit scheme, or fails to comply with certain requirements (including the requirements of section 45(2)), the contract-holder, or a person who paid a deposit on his or her behalf, may apply to the court for a remedy. If the court is satisfied that the landlord has not complied with the requirements, or is not satisfied that the deposit is being held in accordance with an authorised deposit scheme, it must either order the deposit to be repaid or order it to be paid into a custodial deposit scheme (defined in the paragraph), if one is in existence. The court must also order the landlord to pay a sum of money to the applicant, which can be up to three times the amount of the deposit. Paragraph 3 provides a similar right to apply to the court for a remedy in situations where the occupation contract has ended, but the landlord did not comply with certain requirements relating to deposits

Paragraph 4

160. Where the landlord and contract-holder enter into an occupation contract that immediately follows a previous contract (in relation to the same, or substantially the same, dwelling), paragraph 4 provides for the deposit paid in relation to the first contract to apply to the substitute contract, and any further substitute contracts. Therefore, if the landlord complied with the requirements in relation to the deposit with respect to the first contract, there is no requirement to re-protect a deposit.

Section 47 - Deposit schemes: interpretation

161. This section sets out definitions of terms used in the provisions about deposit schemes in the Act.

CHAPTER 5 - JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS

Section 48 - Joint contract-holders: joint liability etc.

162. Two or more persons who agree to rent a dwelling together are referred to as joint contract-holders in the Act. Where there are joint contract-holders under an occupation contract, this section provides (amongst other general provisions about how the Act operates in relation to joint contract-holders) that each joint contract-holder is fully liable in respect of the contract-holders' obligations under the occupation contract.

Section 49 - Adding a joint contract-holder

163. If this section is incorporated as a term of the contract without modification, where a contract-holder under an occupation contract wishes to add another person as contract-holder to the contract, the contract-holder can do so with the consent of the landlord. A person added to the contract as a joint contract-holder becomes entitled to the same rights and subject to the same obligations as the original contract-holder(s).

Adran 50 – Ychwanegu cyd-ddeiliad contract: cydsyniad landlord

164. Caiff landlord wrthod cais deiliad contract i ychwanegu deiliad contract newydd at y contract (a wneir o dan un o delerau'r contract sy'n ymgorffori adran 49 heb ei haddasu), ar yr amod bod ei resymau dros wrthod yn rhesymol. Neu, gall landlord gydsynio yn ddarostyngedig i amodau (ar yr amod bod yr amodau'n rhesymol). Mae adran 84 yn nodi sut y caiff ceisiadau am gydsyniad eu gwneud a sut yr ymdrinnir â hwy.
165. O dan adran 50, mae'r hyn y mae'n rhesymol i'r landlord ei gymryd i ystyriaeth wrth ystyried a yw am roi cydsyniad i'w benderfynu yn unol ag Atodlen 6 (a gweler yn benodol baragraff 9).
166. Mae Atodlen 6 yn pennu amgylchiadau penodol y mae'n rhaid eu hystyried, os ydynt yn berthnasol. Enghraifft o amgylchiad perthnasol fyddai pa un a fu'r person y mae'r deiliad contract yn dymuno'i ychwanegu fel cyd-ddeiliad contract yn ddeiliad contract o'r blaen ai peidio, ac os felly, a gydymffurfiodd â'r contract meddiannaeth yr oedd yn barti iddo.
167. Mae paragraff 10 o Atodlen 6 yn galluogi'r landlord i'w gwneud yn amod cydsyniad, os yw'r landlord yn ystyried mai effaith debygol rhoi cydsyniad yw ymestyn yn sylweddol y cyfnod y mae'r contract meddiannaeth yn debygol o barhau mewn grym, bod y cyd-ddeiliad contract i'w drin fel olynnydd â blaenoriaeth neu olynnydd wrth gefn mewn perthynas â'r contract meddiannaeth (gweler y nodiadau ar adrannau 74 i 77 am eglurhad o ystyron 'olynnydd â blaenoriaeth' ac 'olynnydd wrth gefn').

Atodlen 6 – Rhesymoldeb atal cydsyniad etc.

Rhan 1 – Rhagarweiniol

168. Mae Atodlen 6 yn nodi'r amgylchiadau y mae'n rhaid eu hystyried, i'r graddau y maent yn berthnasol, at y diben o benderfynu a yw landlord wedi gweithredu'n rhesymol wrth wrthod cydsynio, neu wrth osod amod ar gydsynio o dan amgylchiadau amrywiol. Mae'r Atodlen yn gymwys i gydsyniadau o dan yr adrannau canlynol yn unig:
- Adran 49 - Ychwanegu cyd-ddeiliad contract;
 - Adran 57 - Dulliau o ddelio a ganiateir (er enghraifft, cydsynio i greu tenantiaeth neu drwydded, i drosglwyddo'r contract, neu i forgeisio, os yw'r contract yn caniatáu hynny);
 - Adran 114 - Trosglwyddo contract diogel i olynnydd posibl;
 - Adran 118 - Trosglwyddo contract diogel gyda landlord cymunedol i ddeiliad contract diogel arall.
169. Mae Rhan 2 yn pennu amgylchiadau a all fod yn gymwys i bob un o'r uchod. Mae Rhan 3 yn pennu amgylchiadau a all fod yn gymwys i drafodion penodol.

Section 50 - Adding a joint contract-holder: landlord's consent

164. A landlord is able to refuse a contract-holder's request to add a new contract-holder to the contract (made under a term of the contract that incorporates section 49 without modification), provided their reasons for refusing are reasonable. Alternatively, a landlord can consent subject to conditions (provided the conditions are reasonable). Section 84 sets out how requests for consent are to be made and dealt with.
165. Under section 50, what is reasonable for the landlord to take into account when considering whether to grant consent is to be determined in accordance with Schedule 6 (and see in particular paragraph 9).
166. Schedule 6 sets out certain circumstances that must be considered, if relevant. For example a relevant circumstance might be whether the person the contract-holder wishes to add as a joint contract-holder has been a contract-holder previously and, if so, whether they complied with the occupation contract to which they were a party.
167. Paragraph 10 of Schedule 6 enables the landlord to make it a condition of consent that, if the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, the joint contract-holder is to be treated as a priority successor or as a reserve successor in relation to the occupation contract (see notes on sections 74 to 77 for an explanation of what a 'priority successor' and 'reserve successor' is).

Schedule 6 - Reasonableness of withholding consent etc.

Part 1 - Introductory

168. Schedule 6 sets out circumstances which must be taken into account, so far as are relevant, for the purpose of determining whether a landlord has acted reasonably in refusing consent or imposing a condition on the grant of consent in various circumstances. The schedule applies only to consents under the following sections:
- Section 49 - Adding a joint contract-holder;
 - Section 57 - Permissible forms of dealing (for example, consenting to creating a tenancy or licence, to a transfer of the contract, or to a mortgage, if the contract permits that);
 - Section 114 - transfer of secure contract to a potential successor;
 - Section 118 - Transfer of secure contract with a community landlord to another secure contract-holder.
169. Part 2 sets out circumstances that may be relevant to all of the above consents. Part 3 sets out circumstances that may be relevant to particular transactions.

Rhan 2 – Amgylchiadau a all fod yn berthnasol i resymoldeb yn gyffredinol

170. Yr amgylchiadau cyffredinol yw:

- statws y contract (pa un a oes unrhyw barti wedi cymryd camau i ddod â'r contract i ben);
- yr annedd (ee maint ac addasrwydd yr annedd ar gyfer y trafodiad arfaethedig);
- amgylchiadau deiliad y contract a meddianwyr eraill; ac
- amgylchiadau'r landlord.

Rhan 3 - Amgylchiadau a all fod yn berthnasol i resymoldeb mewn cysylltiad â thrafodion penodol

171. Mae paragraffau 9 a 10 yn pennu amgylchiadau perthnasol ynglŷn â chydsynio i ychwanegu person arall at gontract o dan un o delerau'r contract sy'n ymgorffori adran 49 (gweler y nodyn ar adran 50 uchod).

172. Mae paragraff 11 yn pennu amgylchiadau perthnasol ynglŷn â chydsynio i drosglwyddo contract i olynnydd posibl, megis priod neu blentyn, o dan un o delerau contract sy'n ymgorffori adran 114.

173. Os yw'r landlord o'r farn y byddai rhoi cydsyniad o'r fath yn debygol o ymestyn hyd y contract yn sylweddol, mae paragraff 12 yn darparu y byddai'n rhesymol i'r landlord osod amod ar ei gydsyniad i'r perwyl bod y darpar ddeiliad contract i gael ei drin fel olynnydd â blaenoriaeth neu olynnydd wrth gefn (gweler adrannau 74 i 77).

174. Mae paragraff 13 yn pennu amgylchiadau perthnasol ynglŷn â chydsynio i drosglwyddo contract diogel (o dan un o delerau'r contract sy'n ymgorffori adran 118), i ddeiliad contract diogel arall gyda landlord cymunedol. Mae paragraff 14 yn darparu, os yw'r trosglwyddiad yn rhan o gadwyn o drosglwyddiadau, ei bod yn rhesymol i'r landlord osod amod nad yw'r trosglwyddiad i ddigwydd oni fydd pob trosglwyddiad arall yn y gadwyn yn digwydd. Mae'n rhesymol hefyd i'r landlord osod amod, os yw'r person y trosglwyddir y contract iddo yn olynnydd â blaenoriaeth neu'n olynnydd wrth gefn o dan ei gontract cyfredol, y dylai gadw'r un statws olynnydd o dan y contract a drosglwyddir.

Adran 51 – Ychwanegu cyd-ddeiliad contract: materion ffurfiol

175. Ni ellir ychwanegu cyd-ddeiliad contract o dan gontract meddiannaeth oni bai bod dogfen wedi ei llofnodi (neu ei chyflawni) gan bob un o'r partion i'r cytundeb. Rhaid i'r ddogfen hefyd gael ei llofnodi (neu ei chyflawni) gan y landlord, os yw cydsyniad y landlord yn ofynnol. Fodd bynnag, mae adrannau 84(6), (8) a (10) yn nodi'r amgylchiadau pan ystyrir bod landlord wedi cydsynio i gais gan ddeiliad contract os nad yw wedi ymateb o fewn mis. Os ystyrir bod cydsyniad wedi ei roi o dan unrhyw un o'r amgylchiadau hynny, nid oes angen i'r ddogfen gael ei llofnodi (neu ei chyflawni) gan y landlord.

Part 2 – Circumstances which may be relevant to reasonableness generally

170. The general circumstances are:

- the status of the contract (whether any party has taken steps to end the contract);
- the dwelling (e.g., the size and suitability of the dwelling for the transaction being proposed);
- the circumstances of the contract-holder and other occupiers; and
- the circumstances of the landlord.

Part 3 - Circumstances which may be relevant to reasonableness in relation to particular transactions

171. Paragraphs 9 and 10 set out relevant circumstances in relation to granting consent to add another person to a contract under a term of the contract which incorporates section 49 (see note on section 50 above).

172. Paragraph 11 sets out relevant circumstances in relation to granting consent to a transfer of a contract to a potential successor, such as a spouse or a child, under a term of the contract which incorporates section 114.

173. If the landlord considers that granting such consent is likely to substantially extend the length of the contract, then paragraph 12 provides that it would be reasonable for the landlord to make it a condition of consent that the potential successor is treated as being a priority or reserve successor (see sections 74 to 77).

174. Paragraph 13 sets out relevant circumstances in relation to granting consent to a transfer of a secure contract (under a term of the contract which incorporates section 118), to another secure contract-holder of a community landlord. Paragraph 14 provides that it is reasonable for the landlord to impose a condition that, if the transfer is part of a chain of transfers, the transfer may only proceed if all the other transfers in the chain take place. It is also reasonable for the landlord to impose a condition that, if the person to whom the contract is being transferred is a priority or reserve successor under his or her current contract, he or she will be retain the same succession status under the transferred contract.

Section 51 - Adding a joint contract-holder: formalities

175. The addition of a joint contract-holder under an occupation contract can only take place if a document has been signed (or executed) by all of the parties to the agreement. The document also needs to be signed (or executed) by the landlord, if landlord's consent is required. However, sections 84(6) (8) and (10) set out circumstances under which a landlord will be taken to have consented to a request from a contract-holder if they have not responded within one month. If consent is taken to have been given in any of those circumstances, there is no need for the document to be signed (or executed) by the landlord.

Adran 52 - Cyd-ddeiliad contract yn peidio â bod yn barti i'r contract meddiannaeth

176. Mae'r adran hon ym ymdrin â'r sefyllfa pan fydd cyd-ddeiliad contract yn marw neu rywfodd arall yn peidio â bod yn barti i'r contract. Bydd un o delerau'r contract sy'n ymgorffori'r adran hon yn darparu, mewn achosion o'r fath, y bydd y cyd-ddeiliad neu'r cyd-ddeiliaid contract sy'n weddill yn meddu'r un hawliau, ac wedi eu rhwymo gan yr un telerau ag yr oeddent cyn hynny. Er enghraifft, mae'r cyd-ddeiliaid contract sy'n weddill yn parhau i fod yn atebol, ar y cyd ac yn unigol, o ran y rhent. Fodd bynnag, mae cyd-ddeiliad contract sy'n gadael contract yn parhau'n atebol am unrhyw beth a ddigwyddodd yn ystod ei amser fel deiliad contract, er enghraifft unrhyw fethiant i dalu rhent.
177. Mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon heb ei haddasu fel un o delerau pob contract meddiannaeth.

Adran 53 - Cyd-landlordiaid

178. Os oes cyd-landlordiaid, mae pob un ohonynt yn llwyr atebol am gyflawni'r rhwymedigaethau sy'n ddyledus i ddeiliad y contract o dan y contract.

PENNOD 6 - YR HAWL I FEDDIANNU HEB YMYRRAETH

Adran 54 - Yr hawl i feddiannu heb ymyrraeth gan y landlord

179. Pan fo un o delerau'r contract yn ymgorffori'r ddarpariaeth hon heb ei haddasu, ni chaiff landlord ymyrryd â hawl deiliad y contract i feddiannu'r annedd. Cyfeirir at hyn hefyd fel hawl deiliad y contract i 'fwynhau'r eiddo yn dawel'. Nid yw hyn yn rhwystru'r landlord rhag gwneud unrhyw waith atgyweirio. Mae'n golygu na ddylai landlord weithredu mewn ffordd sy'n effeithio ar hawl deiliad y contract i fyw yn ei gartref o ddydd i ddydd heb ymyrraeth gan y landlord.

PENNOD 7 - YMDDYGIAD GWRTHGYMDEITHASOL AC YMDDYGIAD GWAHARDDDEDIG ARALL

180. Mae'r Ddeddf yn cynnwys darpariaeth sylfaenol ynglŷn ag 'ymddygiad gwaharddedig'. Er mwyn sicrhau y cymhwysir y ddarpariaeth hon yn gyffredinol, rhaid ymgorffori'r ddarpariaeth hon yn adran 55 heb ei haddasu fel un o delerau sylfaenol pob contract meddiannaeth. Mae torri un o delerau'r contract yn sail i'r landlord geisio adennill meddiant, ac os caiff adran 159 ei hymgorffori fel un o delerau'r contract heb ei haddasu, caiff y landlord wneud hawliad meddiant i'r llys yn union ar ôl rhoi hysbysiad adennill meddiant i ddeiliad y contract, gan ddibynnu ar dorri un o delerau'r contract sy'n ymgorffori adran 55. Ni chaiff y llys wneud gorchymyn adennill meddiant oni fo'n ystyried ei bod yn rhesymol gwneud hynny.

Adran 55 - Ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall

181. Yn unol â'r telerau o'r contract sy'n ymgorffori adran 55, ni ddylai deiliad y contract ymddwyn, na bygwth ymddwyn, mewn modd a allai achosi niwsans neu annifyrrwch i berson arall sydd â hawl i fyw yn yr annedd neu yn y cyffiniau, neu i berson sy'n cymryd rhan mewn gweithgarwch cyfreithlon yn yr annedd neu'r cyffiniau. Rhaid iddo hefyd beidio ag ymddwyn yn y modd hwnnw tuag at y landlord, neu berson sy'n gweithredu ar ran y landlord, mewn perthynas â swyddogaethau rheoli tai'r landlord.

Section 52 - Joint contract-holder ceasing to be a party to the occupation contract

176. This section deals with the situation where a joint contract-holder dies or otherwise ceases to be a party to the contract. A term of a contract which incorporates this section will provide that, in such cases, the remaining joint contract-holder(s) are entitled to the same rights, and are bound by the same terms, as they were previously. For example, the remaining joint contract-holders remain jointly and severally liable in respect of the rent. However, a joint contract-holder who leaves a contract remains liable for anything which occurred during their time as a contract-holder, such as a failure to pay rent.

177. Section 20 provides that this section must be incorporated without modification as a term of all occupation contracts.

Section 53 - Joint landlords

178. Where there are joint landlords, each of them is fully responsible for the performance of the obligations owed to the contract-holder under the contract.

CHAPTER 6 - RIGHT TO OCCUPY WITHOUT INTERFERENCE

Section 54 - Right to occupy without interference from landlord

179. Where a term of the contract incorporates this provision without modification, a landlord must not interfere with the contract-holder's right to occupy the dwelling. This is also known as the contract-holder's right to 'quiet enjoyment' of the property. This does not prevent the landlord carrying out any repairs. It means a landlord must not act in a way that affects the contract-holder's right to live in their home without interference from the landlord on a day-to-day basis.

CHAPTER 7 - ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT

180. The Act includes a fundamental provision relating to 'prohibited conduct'. To ensure universal application, this provision in section 55 must be incorporated without modification as a fundamental term of all occupation contracts. Breach of a term of the contract is a ground for the landlord to seek possession and, if section 159 is incorporated as a term of the contract without modification, the landlord may make a possession claim to the court immediately after giving a possession notice to the contract-holder in reliance on a breach of a term of the contract which incorporates section 55. The court may not make an order for possession unless it considers it reasonable to do so.

Section 55 - Anti-social behaviour and other prohibited conduct

181. In accordance with the term of the contract that incorporates section 55, the contract-holder must not engage, or threaten to engage, in behaviour capable of causing nuisance or annoyance to another person with a right to live in the dwelling or in the locality, or to a person engaged in lawful activity in the dwelling or in the locality. The contract-holder must also not behave in such a way towards the landlord, or a person acting on the landlord's behalf, in relation to the landlord's housing management functions.

182. Rhaid i ddeiliad y contract hefyd beidio â defnyddio'r annedd, y rhannau cyffredin (a ddiffinnir yn adran 252) nac unrhyw ran o'r adeilad y mae'r annedd yn rhan ohono at ddibenion troseddol, na bygwth gwneud hynny.
183. Byddai hefyd yn torri un o delerau contract sy'n ymgorffori adran 55 pe bai deiliad y contract yn caniatáu, yn cymell neu'n annog person arall sy'n byw yn yr annedd neu'n ymweld â'r annedd i ymddwyn fel y disgrifir uchod. Hefyd, ni chaiff deiliad y contract ganiatáu, cymell nac annog unrhyw berson i ddefnyddio'r annedd at ddibenion troseddol, na bygwth gwneud hynny. At ddibenion unrhyw un o delerau'r contract sy'n ymgorffori'r adran hon, bydd deiliad y contract yn torri gofynion y contract os yw'n methu â chymryd camau i rwystro person arall sy'n byw yn yr annedd neu'n ymweld â'r annedd rhag ymddwyn yn y modd a ddisgrifir.

Atodlen 7 – Contractau safonol ymddygiad gwaharddedig

Paragraff 1

184. Pan fo landlord cymunedol neu elusen gofrestredig wedi ymrwymo i gontract diogel, a deiliad y contract wedi torri'r telor sylfaenol sy'n ymgorffori adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall), caiff y landlord, o dan adran 116, wneud cais i'r llys am orchymyn sy'n terfynu'r contract diogel ac yn creu contract safonol cyfnodol yn ei le.
185. Mae paragraff 1 yn pennu'r weithdrefn ar gyfer gwneud cais am orchymyn o dan adran 116. Rhaid i landlord sy'n gwneud cais am orchymyn o'r fath roi hysbysiad i ddeiliad y contract, sy'n nodi'r wybodaeth a bennir ym mharagraff 1(2), oni fydd y llys o'r farn y byddai'n rhesymol hepgor hysbysiad. Mae paragraff 1(2) yn pennu hefyd y terfynau amser ar gyfer gwneud cais. Mae paragraff 1(3) yn darparu y caniateir dwyn achos ar y dyddiad y rhoddir yr hysbysiad. Mae paragraff 1(4) yn galluogi'r landlord i wneud hawliad meddiant, yn rhan o'r un achos llys.

Paragraff 2

186. Pan gaiff contract safonol cyfnodol ei osod drwy orchymyn y llys, bydd telerau'r contract fel y'u cytunir rhwng y landlord a deiliad y contract (yn ddarostyngedig i'r gofynion ynghylch ymgorffori telerau sylfaenol ac atodol). Os na ddeuir i gytundeb ar delerau, caiff yr holl delerau sylfaenol ac atodol sy'n gymwys i gontractau safonol cyfnodol eu hymgorffori heb eu haddasu, a bydd unrhyw delerau eraill sy'n anghydnaws â'r telerau hyn yn peidio â chael effaith. Bydd unrhyw delerau eraill o'r contract diogel yn gymwys, yn ddarostyngedig i'r telerau sylfaenol ac atodol hynny. Bydd unrhyw ôl-ddyledion rhent (neu ordaliadau) o dan y contract diogel yn dod yn daladwy o dan y contract safonol cyfnodol (neu'n cael eu credydu iddo).
187. Pan gaiff contract safonol gwaharddedig ei osod drwy orchymyn llys, nid oes unrhyw ofyniad ar y landlord i ddarparu cyfeiriad i ddeiliad y contract ar gyfer anfon dogfennau o dan unrhyw un o delerau'r contract sy'n ymgorffori adran 39(1). Ni fydd cyfeiriad y landlord wedi newid o ganlyniad i'r newid i gontract safonol ymddygiad gwaharddedig.

182. The contract-holder must also not use, or threaten to use, the dwelling, common parts (defined in Section 252) or any part of the building in which the dwelling is located for criminal purposes.
183. It would also be a breach of a term of a contract incorporating section 55 if the contract-holder allowed, incited or encouraged another person living in the dwelling or visiting the dwelling to behave as described above. Furthermore, the contract-holder must not allow, incite or encourage any person to use, or threaten to use, the dwelling for criminal purposes. For the purposes of any term of the contract that incorporates this section, a contract-holder will be in breach of contract if they fail to take action to prevent another person who is living in or visiting the dwelling from behaving in the manner described.

Schedule 7 - Prohibited conduct standard contracts

Paragraph 1

184. Where a community landlord or registered charity has entered into a secure contract, and the contract-holder has breached the fundamental term incorporating section 55 (anti-social behaviour and other prohibited conduct), the landlord may, under section 116, apply to the court for an order ending the secure contract and creating a periodic standard contract in its place.
185. Paragraph 1 sets out the procedure on an application for an order under section 116. A landlord applying for such an order must give the contract-holder notice, setting out the information specified in paragraph 1(2), unless the court considers it reasonable to dispense with a notice. Paragraph 1(2) also sets the time limits within which an application may be made. Paragraph 1(3) provides that proceedings may be brought on the day the notice is given. Paragraph 1(4) enables the landlord to make a possession claim in the same proceedings.

Paragraph 2

186. Where a periodic standard contract is imposed by order of the court, the terms of the contract are as agreed by the landlord and contract-holder (subject to the requirements regarding incorporation of fundamental and supplementary terms). Where no agreement of terms is reached, then all fundamental and supplementary terms applying to periodic standard contracts will be incorporated without modification and any other terms incompatible with those terms will cease to have effect. Any other terms of the secure contract will apply, subject to those fundamental and supplementary terms. Any rent arrears (or overpayments) under the secure contract become payable under (or are credited to) the periodic standard contract.
187. Where a prohibited standard contract is imposed by a court order, there is no requirement for the landlord to provide the contract-holder with an address to which documents can be sent under any term of the contract which incorporates section 39(1). The address of the landlord will not have altered as a consequence of the change to a prohibited conduct standard contract.

Paragraff 3

188. Mae paragraff 3 yn gwneud darpariaeth ar gyfer cyfrifo'r cyfnod prawf sy'n gymwys i gontractau safonol ymddygiad gwaharddedig. Y cyfnod prawf yw'r cyfnod pan fo contract meddiannaeth yn parhau'n gontract safonol cyfnodol o ganlyniad i orchymyn llys o dan adran 116. 12 mis o ddyddiad meddiannu'r contract safonol ymddygiad gwaharddedig, fel y'i nodir yn y gorchymyn, yw'r cyfnod. Mae hyn yn ddarostyngedig i allu landlord i wneud cais am ymestyn y cyfnod prawf i 18 mis o dan baragraff 4. Caiff y landlord hefyd derfynu'r cyfnod prawf yn gynnar drwy roi hysbysiad o dan baragraff 3(2). Mae'r paragraff yn gwneud darpariaeth hefyd i ymdrin â sefyllfaoedd pan ddyroddir hysbysiadau adennill meddiant gan y landlord, ond na chaiff hawliadau meddiant eu gwneud na'u cwblhau cyn diwedd y cyfnod prawf.

Paragraff 4

189. Mae'r paragraff hwn yn galluogi landlord i ymestyn y cyfnod prawf i 18 mis. Gall hyn fod yn berthnasol, er enghraifft, pan fo pryder yn parhau ynghylch ymddygiad deiliad contract. Mewn sefyllfa o'r fath rhaid i landlord hysbysu deiliad y contract, o leiaf wyth wythnos cyn y dylai'r cyfnod prawf ddod i ben, fod y landlord yn dymuno ymestyn y cyfnod. Mae hawl gan ddeiliad contract i ofyn am adolygiad o'r penderfyniad hwn i ymestyn, o dan baragraff 5. Mae paragraff 4 hefyd yn pennu'r wybodaeth y mae'n rhaid i'r hysbysiad a roddir i ddeiliad y contract ei chynnwys. Caiff Gweinidogion Cymru, drwy reoliadau, ddiwygio hyd y cyfnod hysbysu.

Paragraffau 5 a 6

190. Mae paragraff 5(1) yn rhoi hawl i ddeiliad contract ofyn am adolygiad gan y landlord o benderfyniad i roi hysbysiad o estyniad o dan baragraff 4. Mae paragraff 5(2) yn pennu'r terfyn amser ar gyfer gwneud cais am adolygiad gan ddeiliad y contract. Rhaid i'r landlord hysbysu deiliad y contract o ganlyniad yr adolygiad hwn cyn diwedd y cyfnod prawf o 12 mis. Os yw'r adolygiad yn cadarnhau'r penderfyniad i ymestyn, rhaid i'r landlord ddarparu hysbysiad i ddeiliad y contract sy'n cynnwys yr wybodaeth a bennir ym mharagraff 5(6).

191. Pan fo'r landlord wedi cadarnhau ei benderfyniad i roi hysbysiad o estyniad, caiff deiliad y contract wneud cais i'r llys sirol am adolygiad o'r penderfyniad. Mae paragraff 6 yn pennu'r terfyn amser ar gyfer gwneud cais. Caiff y llys, wrth ystyried yr adolygiad hwn, naill ai gadarnhau neu ddiwymo'r penderfyniad.

Paragraff 7

192. Caiff deiliad contract, sydd wedi treulio o leiaf chwe mis o'i gyfnod prawf, wneud cais i'r llys am derfynu'r cyfnod prawf. Ni chaniateir derfynu'r cyfnod prawf oni fydd y llys wedi ei fodloni ynghylch y materion a bennir yn is-baragraff (3).

Paragraff 8

193. Ar ddiwedd y cyfnod prawf, bydd contract diogel yn cymryd lle contract safonol ymddygiad gwaharddedig. Mae'r paragraff hwn yn pennu'r telerau a fydd yn gymwys i'r contract yn niffyg cytundeb rhwng y landlord a deiliad y contract, yn ddarostyngedig i ymgorffori telerau sylfaenol ac atodol.

Paragraph 3

188. Paragraph 3 makes provision for calculating the probation period applying to prohibited conduct standard contracts. A probation period is the period for which an occupation contract remains a periodic standard contract as a result of a court order under section 116. The period is 12 months from the occupation date of the prohibited conduct standard contract, as set out in the order. This is subject to a landlord being able to apply for an extension of the probation period to 18 months under paragraph 4. The landlord may also end the probation period early by giving a notice under paragraph 3(2). The paragraph also makes provision dealing with situations where possession notices are given by the landlord but possession claims are neither brought nor concluded prior to the expiry of the probation period.

Paragraph 4

189. This paragraph enables a landlord to extend the probation period to 18 months. This may be relevant where, for example, there is continuing concern about the conduct of a contract-holder. In such a situation a landlord must notify the contract-holder, at least eight weeks before the probation period is due to end that the landlord wishes to extend the period. A contract-holder has a right to ask for a review of this decision to extend under paragraph 5. Paragraph 4 also sets out what information the notice provided to the contract-holder must contain. The Welsh Ministers may by regulations amend the length of the notice period.

Paragraphs 5 and 6

190. Paragraph 5(1) confers a right on a contract-holder to request a review by the landlord of a decision to give a notice of extension under paragraph 4. Paragraph 5(2) sets out the time limit within which the contract-holder must request the review. The landlord must inform the contract-holder of the outcome of this review before the 12 month probation period has ended. If the review confirms the decision to extend, the landlord must provide the contract-holder with a notice including the information set out in paragraph 5(6).

191. Where the landlord has confirmed their decision to give a notice of extension, the contract-holder may apply to the county court for a review of the decision. Paragraph 6 sets out the time limit for making an application. The court, in considering this review, may confirm or quash the decision.

Paragraph 7

192. A contract-holder who is at least six months into the probation period may apply to the court to end the probation period. The probation period can only be ended if the court is satisfied of the matters set out in sub-paragraph (3).

Paragraph 8

193. At the end of the probation period, a prohibited conduct standard contract is replaced with a secure contract. This paragraph sets out the terms that are to apply to the contract in default of agreement by the landlord and contract-holder, subject to incorporation of fundamental and supplementary terms.

194. Pan fo contract diogel yn cael ei ffurfio ar ôl contract safonol ymddygiad gwaharddedig nid oes unrhyw ofyniad ar y landlord i ddarparu cyfeiriad ar gyfer anfon dogfennau i ddeiliad y contract o dan unrhyw un o delerau'r contract sy'n ymgorffori adran 39(1). Ni fydd cyfeiriad y landlord wedi newid o ganlyniad i'r newid o gontract safonol ymddygiad gwaharddedig i gontract diogel.

Adran 56 - Y pŵer i ddiwygio adran 55

195. Mae'r pŵer hwn yn caniatáu i Weinidogion Cymru ddiwygio adran 55 drwy wneud rheoliadau.

PENNOD 8 - DELIO

Adran 57 - Dulliau o ddelio a ganiateir ac Adran 58 - Delio, a chydsyniad y landlord

196. Os yw un o delerau'r contract yn ymgorffori'r adran hon heb ei haddasu, ni chaiff deiliad contract 'ddelio' â'i gontract meddiannaeth mewn unrhyw ffordd nas caniateir gan y contract ei hunan neu gan orchymyn eiddo teuluol. Diffinnir gorchmynion eiddo teuluol yn adran 251, ac maent yn cynnwys gorchymyn i drosglwyddo tenantiaeth a wneir gan y llys o dan Ddeddf Cyfraith Teulu 1996.
197. At y dibenion hyn, mae 'delio' yn cynnwys creu is-denantiaeth neu is-drwydded, trosglwyddo'r contract i rywun arall, neu gymryd morgais ar yr annedd.
198. Bydd deiliad contract sy'n delio â'r contract meddiannaeth y tu allan i delerau ei gontract neu orchymyn eiddo teuluol, neu heb gydsyniad y landlord, yn cyflawni tor contract.
199. Pan fo contract meddiannaeth yn cynnwys darpariaeth sy'n caniatáu delio, yn ddarostyngedig i ganiatâd y landlord, yna, fel y pennir yn adran 84, ni chaiff y landlord wrthod caniatâd yn afresymol, nac ychwaith roi caniatâd sy'n ddarostyngedig i amodau afresymol. At hynny, mae Atodlen 6 yn pennu materion penodol sy'n berthnasol wrth ystyried rhesymoldeb o ran caniatâd mewn perthynas â delio.

Adran 59 - Contractau isfeddiannaeth: dehongli

200. Yn y rhan fwyaf o sefyllfaoedd rhentu nid oes ond landlord a deiliad contract. Fodd bynnag, ar adegau mae'n bosibl y bydd deiliad contract yn dymuno is-osod yr annedd i berson arall. Byddai hynny'n creu 'contract isfeddiannaeth' rhwng deiliad y contract a'r person hwnnw, a elwir yn 'isddeiliad' o dan y Ddeddf. Mewn sefyllfa o'r fath, deiliad y contract yw landlord yr isddeiliad. Gelwir landlord deiliad y contract yn 'brif landlord', a chontract y prif landlord gyda deiliad y contract yn 'brif gontract'.
201. Nid oes gan ddeiliad y contract hawl o dan y Ddeddf i ymrwymo i gontract isfeddiannaeth gyda pherson arall, ond caiff y prif landlord, fodd bynnag, gytuno i isfeddiannaeth. Ymdrinnir â hyn, fel rheol, fel teler ychwanegol yn y 'prif gontract' rhwng y prif landlord a deiliad y contract.

194. Where a secure contract arises following a prohibited conduct standard contract there is no requirement for the landlord to provide the contract-holder with an address to which documents can be sent under any term of the contract which incorporates section 39(1). The address of the landlord will not have altered as a consequence of the change from a prohibited conduct standard contract to a secure contract.

Section 56 – Power to amend section 55

195. This allows the Welsh Ministers to amend section 55 by making regulations.

CHAPTER 8 - DEALING

Section 57 – Permissible forms of dealing and Section 58 - Dealing and landlord’s consent

196. If a term of the contract incorporates this section without modification, a contract-holder may not ‘deal’ with their occupation contract in any way which is not permitted by the contract itself or by a family property order. Family property orders are defined in section 251, and include an order to transfer a tenancy made by the court under the Family Law Act 1996.
197. For these purposes, ‘dealing’ includes creating a sub-tenancy or sub-licence, transferring the contract to another or taking out a mortgage on the dwelling.
198. A contract-holder dealing with the occupation contract outside of the terms of their contract or of a family property order, or without the landlord’s consent, will be in breach of contract.
199. Where an occupation contract contains provision which allows for dealing subject to the landlord’s consent, then, as set out in section 84, the landlord cannot withhold consent unreasonably or consent subject to unreasonable conditions. Furthermore, Schedule 6 sets out specific matters that are relevant to considering reasonableness in relation to a consent relating to dealing.

Sections 59 - Sub-occupation contracts: interpretation

200. In most rental situations there is only a landlord and a contract-holder. However, on occasions a contract-holder may wish to sub-let the dwelling to another person. This would create a ‘sub-occupation contract’ between the contract-holder and that person, who is known as the ‘sub-holder’ under the Act. In this scenario the contract-holder is the landlord of the sub-holder. The contract-holder’s landlord is known as the ‘head landlord’ and the head landlord’s contract with the contract-holder known as the ‘head contract’.
201. There is no right under the Act for the contract-holder to enter into a sub-occupation contract with another person, but the head landlord may however agree to sub-occupation. This will generally be addressed as an additional term of the ‘head contract’ between the head landlord and the contact-holder.

Adran 60 - Nid yw contract isfeddiannaeth byth yn cael effaith fel trosglwyddiad

202. Mae'r adran hon yn pennu, pan fo deiliad contract yn ymrwymo i gontract isfeddiannaeth, a bod cyfnod y contract isfeddiannaeth yn dod i ben yr un pryd â'r prif gontract, nad yw hyn yn cael ei drin fel trosglwyddiad o'r contract gwreiddiol, ond yn hytrach fel contract isfeddiannaeth.

Adran 61 - Methiant i gydymffurfio ag amodau a osodir gan y prif landlord

203. Pan nad yw darpar isddeiliad yn cael ei hysbysu am unrhyw amodau a osodir gan y prif landlord ar ddeiliad contract mewn perthynas ag isfeddiannaeth, a hynny cyn ymrwymo i gontract, mae deiliad y contract i'w drin fel petai wedi cyflawni tor contract ymwrthodol o'r contract isfeddiannaeth. Bydd hyn yn galluogi'r isddeiliad i ddod â'r contract isfeddiannaeth i ben ar unwaith. Neu, gall yr isddeiliad wneud cais i'r llys am ddatganiad ynghylch a yw amod prif landlord wedi ei gynnwys yn gywir yn natganiad ysgrifenedig yr isddeiliad o'r contract.

204. Pan fo'r prif landlord wedi cydsynio yn amodol i gontract isfeddiannaeth, ond na chydymffurfiwyd â'r amodau, mae'r contract isfeddiannaeth yn parhau'n ddilys. Fodd bynnag, caiff y prif landlord ei drin fel contract safonol cyfnodol. Bydd y telerau hynny o'r contract nad ydynt yn gwrthdaro â thelerau sylfaenol ac atodol contract safonol cyfnodol yn parhau i gael effaith, ond bydd unrhyw delerau sy'n gwrthdaro â'r darpariaethau sylfaenol neu atodol yn peidio â chael effaith.

205. Pan fo'r prif landlord yn dewis trin y contract isfeddiannaeth fel contract safonol cyfnodol, rhaid rhoi hysbysiad o'r penderfyniad hwn i ddeiliad y contract wedi i'r contract isfeddiannaeth gael ei wneud, ond yn ddim hwyrach na dau fis wedi'r diwrnod y daw'r prif gontract i ben.

Adran 62 - Y prif gontract yn dod i ben

206. Pan fo'r prif gontract yn dod i ben, er enghraifft oherwydd bod deiliad y contract wedi rhoi hysbysiad o dan adran 168, bydd y contract isfeddiannaeth yn parhau fel contract meddiannaeth. Bydd y prif landlord yn dod yn landlord a'r isddeiliad yn dod yn ddeiliad y contract. O dan yr amgylchiadau hyn, os rhoddodd y prif landlord (sef y landlord erbyn hyn) hysbysiad o dan adran 61(7) ei fod yn trin y contract isfeddiannaeth fel contract safonol cyfnodol, mae gofyniad bryd hynny i roi datganiad ysgrifenedig o'r contract (os yw'r contract yn ymgorffori adran 31 (datganiadau ysgrifenedig)) i ddeiliad y contract (sef yr isddeiliad cyn hynny). Rhaid i'r landlord roi'r datganiad ysgrifenedig i ddeiliad y contract o fewn 14 diwrnod i'r dyddiad meddiannu. At y dibenion hyn, mae'r dyddiad meddiannu i'w drin fel naill ai'r dyddiad y daeth y prif gontract i ben (os rhoddwyd yr hysbysiad a grybwyllir yn adran 61(7) cyn diwedd y prif gontract), neu'r dyddiad y rhoddwyd hysbysiad o dan adran 61(7) (os rhoddwyd yr hysbysiad ar y diwrnod y daeth y prif gontract i ben neu wedi hynny).

207. Fodd bynnag, nid yw'r contract isfeddiannaeth yn parhau os yw'r prif gontract yn gontract safonol cyfnod penodol, a'i fod wedi dod i ben ar ddiwedd y cyfnod penodol.

Section 60 - Sub-occupation contract never takes effect as transfer

202. This section establishes that, where a contract-holder enters into a sub-occupation contract and the term of the sub-occupation contract ends at the same time as the head contract, this is not treated as a transfer of the original contract, but as a sub-occupation contract.

Section 61 - Failure to comply with conditions imposed by head landlord

203. Where any conditions imposed by the head landlord on a contract-holder in relation to sub-letting are not notified to a prospective sub-holder in advance of contracting, the contract-holder is to be treated as having committed a repudiatory breach of the sub-occupation contract. This will enable the sub-holder to end the sub-occupation contract immediately. Alternatively, the sub-holder may make an application to the court for a declaration as to whether a head landlord's condition is correctly included in the sub-holder's written statement of contract.

204. Where the head landlord has given conditional consent to a sub-occupation contract, but the conditions have not been complied with, the sub-occupation contract is still valid. However, the head landlord may treat it as a periodic standard contract. Those terms of the contract which do not conflict with the fundamental and supplemental terms of a periodic standard contract will continue to have effect, but any terms that conflict with the fundamental or supplementary provisions will cease to have effect.

205. Where the head landlord chooses to treat the sub-occupation contract as a periodic standard contract, notice of this decision must be given to the contract-holder after the sub-occupation contract is made, but no later than two months after the day the head contract ends.

Section 62 - End of head contract

206. Where the head contract ends, for example due to the contract-holder giving notice under section 168, the sub-occupation contract continues as an occupation contract. The head landlord becomes the landlord and the sub-holder becomes the contract-holder. In these circumstances, if the head landlord (who is now the landlord) gave notice under section 61(7) that they were treating the sub-occupation contract as a periodic standard contract, there is a requirement at this point to give the contract-holder (who was previously the sub-holder) a written statement of the contract (if the contract incorporates section 31 (written statements)). The landlord must give the contract-holder the written statement within 14 days of the occupation date. For these purposes, the occupation date is to be treated as either the date the head contract ended (if the notice mentioned in section 61(7) was given before the end of the head contract) or the date notice under section 61(7) was given (if the notice was given on or after the day on which the head contract ended).

207. However, the sub-occupation contract does not continue if the head contract is a fixed term standard contract, and it has ended at the end of the fixed term.

Adran 63 - Y prif gontract yn dod i ben: darpariaeth bellach

208. Nid yw adran 62 yn effeithio ar hawl y prif landlord o dan adran 61(6) i drin y contract isfeddiannaeth fel contract safonol cyfnodol. At hynny, nid yw'r prif landlord a'r isddeiliad yn atebol y naill i'r llall am unrhyw doriad o'r contract isfeddiannaeth, ond gallant fod yn atebol am unrhyw doriad sy'n parhau, unwaith y bydd y prif gontract wedi dod i ben.

Adran 64 - Hawliad meddiant yn erbyn deiliad contract pan fo isddeiliad

209. Gall amgylchiadau godi pan fo'r prif landlord yn dymuno terfynu'r prif gontract, er enghraifft oherwydd bod deiliad y contract wedi peidio â thalu rhent i'r prif landlord. Mae'r adran hon yn ei gwneud yn ofynnol fod y landlord yn rhoi hysbysiad i'r isddeiliad o fwriad y landlord i wneud hawliad meddiant yn erbyn deiliad y contract.

Adran 65 - Gorchymyn adennill meddiant estynedig yn erbyn isddeiliad

210. Wrth wneud hawliad meddiant yn erbyn deiliad y contract, caiff y prif landlord wneud cais i'r llys hefyd am 'orchymyn adennill meddiant estynedig' yn erbyn yr isddeiliad, ar yr amod bod y gofynion hysbysu yn is-adran (3) wedi eu bodloni, neu os yw'r llys yn ystyried y byddai'n rhesymol i'r cais fynd yn ei flaen hyd yn oed os nad yw'r gofynion hynny wedi eu bodloni. Ni chaiff y llys ystyried y cais am orchymyn adennill meddiant estynedig yn erbyn yr isddeiliad onid yw hefyd wedi penderfynu gwneud gorchymyn adennill meddiant yn erbyn deiliad y contract. At hynny, ni chaiff y llys wneud gorchymyn adennill meddiant estynedig, oni fyddai wedi gwneud gorchymyn adennill meddiant pe bai deiliad y contract wedi gwneud hawliad meddiant yn erbyn yr isddeiliad.

Adran 66 - Gwahardd deiliad y contract ar ôl cefnu ar gontractau

211. Pan fo'r isddeiliad yn credu nad yw deiliad y contract bellach yn dymuno bod yn barti i'r prif gontract, caiff yr isddeiliad weithredu i derfynu'r prif gontract. Effaith hynny fydd trosglwyddo hawliau a rhwymedigaethau deiliad y contract (fel landlord o dan y contract isfeddiannaeth) i'r prif landlord. Y partion i'r contract meddiannaeth wedyn fydd y prif landlord a'r isddeiliad (blaenorol). Gall sefyllfa o'r fath ddigwydd pan fo deiliad y contract wedi diflannu.

212. Er mwyn terfynu'r prif gontract, rhaid i'r isddeiliad gyflwyno hysbysiad i deiliad y contract, sy'n datgan nad yw'r isddeiliad bellach yn ystyried ei fod yn barti i'r prif gontract nac i'r contract isfeddiannaeth. Rhaid anfon copi o'r hysbysiad hwn i'r prif landlord. Rhaid i'r hysbysiad roi gwybod i deiliad y contract y caniateir iddo 'gyfnod rhybuddio' o bedair wythnos, ac y bydd rhaid iddo gadarnhau, yn ystod y cyfnod hwnnw, ei fod yn parhau'n barti i'r contractau. Rhaid i'r isddeiliad, yn ystod y cyfnod rhybuddio, gynnal ymchwiliadau er mwyn bodloni ei hunan fod deiliad y contract wedi cefnu ar y contractau.

213. Ar ddiwedd y cyfnod o bedair wythnos, os bodlonir yr isddeiliad fod deiliad y contract wedi cefnu ar y contract mewn gwirionedd, caiff wneud cais i'r llys am drosglwyddo hawliau a chyfrifoldebau deiliad y contract (fel landlord) i'r prif landlord. Ni chaiff y llys wneud y gorchymyn os yw'r prif landlord yn haeru y byddai'r llys wedi gwneud gorchymyn adennill meddiant yn erbyn yr isddeiliad, pe bai deiliad y contract wedi gwneud hawliad o'r fath, ac os bodlonir y llys fod hynny'n wir.

Section 63 - End of head contract: further provision

208. Section 62 does not affect the right of the head landlord under section 61(6) to treat the sub-occupation contract as a periodic standard contract. Furthermore, the head landlord and sub-holder are not liable to one another for any breach of the sub-occupation contract, but may be liable for any continuing breach once the head contract ends.

Section 64 - Possession claim against contract-holder where there is a sub-holder

209. There may be circumstances when the head landlord wishes to end the head contract, for example because the contract-holder has stopped paying rent to the head landlord. This section requires the landlord to give to the sub-holder a notice of the landlord's intention to make a possession claim against the contract-holder.

Section 65 - Extended possession order against sub-holder

210. When making a possession claim against the contract-holder, the head landlord may also apply to the court for an 'extended possession order' against the sub-holder, providing the notice requirements in subsection (3) have been met, or the court considers it reasonable to allow the application to go ahead even if those requirements have not been met. The court may only consider the application for an extended possession order against the sub-holder where it has decided to make a possession order against the contract-holder. Furthermore, the court may only make an extended possession order if it would have made a possession order had the contract-holder made a possession claim against the sub-holder.

Section 66 - Exclusion of contract-holder after abandoning contracts

211. Where the sub-holder believes the contract-holder no longer wishes to be a party to the head contract, the sub-holder may act to end the head contract. The effect of this will be to transfer the contract-holder's rights and obligations (as landlord under the sub-occupation contract) to the head landlord. The parties to the occupation contract will then be the head landlord and the (former) sub-holder. Such a scenario may occur where the contract-holder has disappeared.

212. To end the head contract, the sub-holder must serve the contract-holder with a notice stating that he or she no longer considers the contract-holder to be a party to the head contract and sub-occupation contract. This notice must be copied to the head landlord. The notice must inform the contract-holder that he or she has a four-week 'warning period' during which he or she must confirm that he or she is still a party to the contracts. The sub-holder must, during this warning period, conduct investigations in order to be satisfied that the contract-holder has abandoned the contracts.

213. After the four week period, if the sub-holder is satisfied abandonment of the contracts has taken place, he or she may apply to the court to have the rights and responsibilities of the contract-holder (as landlord) transferred to the head landlord. The court may not make the order if the head landlord asserts that the court would have made a possession order against the sub-holder, had the contract-holder brought such a claim, and the court is satisfied this is the case.

Adran 67 - Rhwymedïau'r deiliad contract sydd wedi ei wahardd

214. Mae'r adran hon yn darparu rhwymedi i ddeiliad contract pan fo'r llys yn gwneud gorchymyn yn ei wahardd o'r contract o dan adran 66. Caiff deiliad y contract, o fewn 6 mis ar ôl dyddiad y contract, wneud cais am ddatganiad llys fod y prif gontract yn parhau. Mae'r seiliau ar gyfer gwneud y cais wedi eu pennu yn is-adran (3). Maent yn cynnwys ymchwiliadau annigonol gan yr isddeiliad, a bod y methiant i ymateb i hysbysiad yr isddeiliad yn rhesymol. Caiff y llys ddadwneud ei orchymyn blaenorol a datgan bod y prif gontract yn parhau, a gwneud unrhyw orchymyn pellach yr ystyria'n briodol.

Adran 68 - Y pŵer i amrywio cyfnodau sy'n ymwneud â gwahardd ar ôl achos o gefnu ar contract

215. Mae'r adran hon yn rhoi pŵer i Weinidogion Cymru, drwy reoliadau, ddiwygio'r cyfnod rhybuddio sy'n ofynnol o dan adran 66, a'r cyfnod apelio o dan adran 67.

Adran 69 - Ffurf trosglwyddiad ac Adran 70 - Effaith trosglwyddiad awdurdodedig

216. Mae'r Ddeddf yn gwneud darpariaeth ynghylch trosglwyddo contract meddiannaeth oddi ar ddeiliad contract i berson arall, ac ynghylch effaith trosglwyddiadau awdurdodedig a heb eu hawdurdodi. Gallai trosglwyddiad fod yn ddymunol, er enghraifft, pan fo deiliad contract oedrannus yn dymuno trosglwyddo ei gontract diogel i aelod o'i deulu cyn symud i gartref gofal preswyl. Yn gyffredinol, dim ond mewn modd a ganiateir gan y contract y gellir trosglwyddo contract meddiannaeth (gweler adran 57 sydd, os caiff ei hymgorffori fel un o delerau'r contract heb ei haddasu, yn darparu mai dim ond mewn modd a ganiateir gan y contract, neu yn unol â gorchymyn eiddo teuluol, y gellir trosglwyddo contract meddiannaeth).

217. Mae adran 69 yn pennu pwy sy'n gorfod llofnodi (neu gyflawni) trosglwyddiad er mwyn iddo fod yn ddilys, ac mae'n gymwys i drosglwyddo pob contract meddiannaeth, ac eithrio trosglwyddiadau contractau safonol cyfnod penodol ar farwolaeth (gweler adrannau 139 a 142).

218. Dywed adran 70, os trosglwyddir contract yn unol â'r contract, ac y cydymffurfiwyd â'r gofynion o ran ei lofnodi (yn adran 69), y bydd yr hawliau a'r rhwymedigaethau o dan y contract yn trosglwyddo ar y dyddiad trosglwyddo y cytunir arno. Nid yw'r trosglwyddiad yn dileu unrhyw rai o hawliau neu rwymedigaethau'r deiliad contract blaenorol a oedd wedi cronni cyn y dyddiad trosglwyddo, er enghraifft mewn perthynas ag unrhyw ôl-ddyledion rhent. Mae'r darpariaethau hyn hefyd yn gymwys i gyd-ddeiliaid contract o dan gontract meddiannaeth.

Section 67 - Excluded contract-holder's remedies

214. This section provides a remedy to a contract-holder where the court makes an order excluding him or her from the contract under Section 66. The contract-holder may, within six months of the date of the order, apply for a declaration that the head contract continues. The grounds for making the application are set out in subsection (3). They include inadequate investigations by the sub-holder and that the failure to respond to the sub-holder's notice was reasonable. The court may rescind its previous order and declare that the head contract continues, and make any further order it thinks fit.

Section 68 - Power to vary periods of time relating to exclusion after abandonment of contracts

215. This section confers on the Welsh Ministers power by regulations to amend the required warning period under section 66 and the appeal period under section 67.

Section 69 - Form of transfer and Section 70 - Effect of authorised transfer

216. The Act makes provision about the transfer of an occupation contract from a contract-holder to another person, and about the effect of authorised and unauthorised transfers. A transfer might be desirable, for example, where an elderly contract-holder wishes to transfer his or her secure contract on to a family member before entering residential care. Generally, an occupation contract can only be transferred in a way that is permitted by the contract (see section 57 which, if incorporated as a term of a contract without modification, provides that an occupation contract can only be transferred in a way permitted by the contract, or in accordance with a family property order).
217. Section 69 sets out who must sign (or execute) a transfer in order for it to be valid, and applies to transfers of all occupation contracts apart from transfers of fixed term standard contracts on death (see section 139 and 142).
218. Section 70 says that, if a contract is transferred in accordance with the contract, and the requirements about signing it (in section 69) have been complied with, the rights and obligations under the contract will transfer on the agreed transfer date. The transfer does not remove any rights or obligations of the former contract-holder that accrued before the transfer date, for example in relation to any rent arrears. These provisions also apply to joint contract-holders under an occupation contract.

Adran 71 - Effaith trosglwyddiad heb ei awdurdodi

219. Yn gyffredinol, caiff landlord geisio cymryd meddiant oddi ar ddeiliad contract sy'n trosglwyddo contract meddiannaeth mewn modd nad yw'n unol â'r contract, ond mae'r adran hon yn darparu eithriad i hynny. Os gwneir trosglwyddiad diawdurdod ac os yw'r landlord yn derbyn taliadau gan y person y trosglwyddwyd y contract iddo am ddau fis, gan wybod na wnaed y trosglwyddiad yn unol â'r contract (neu pan ddylai'r landlord fod yn gwybod hynny), bydd y trosglwyddiad yn rhwymo'r landlord yn union ar ôl y cyfnod hwnnw. Yn achos cyd-landlordiaid, os yw unrhyw un ohonynt yn derbyn taliad gan y person fel a grybwyllir yn yr adran hon, mae'r trosglwyddiad yn rhwymo'r holl gyd-landlordiaid. Pan fo trosglwyddiad yn rhwymo'r landlord yn y modd hwn, bydd yr hawliau a'r cyfrifoldebau yn cael eu trosglwyddo yn union ar ôl diwedd y cyfnod o ddau fis yn y modd a ddisgrifir yn adran 70, yn union fel pe bai trosglwyddiad awdurdodedig wedi digwydd.
220. Nid yw hyn yn gymwys pan fo'r landlord yn cymryd camau i ddwyn y contract i ben neu'n dwyn achos llys i droi allan y meddiannydd o fewn dau fis ar ôl y dyddiad y dechreuodd y landlord dderbyn y taliadau.

Adran 72 - Gweithredoedd a chyfamodau

221. Mae is-adran 2 yn datgymhwyso adran 52 o Ddeddf Cyfraith Eiddo 1925 (rhaid trawsgludo tir neu fuddiannau mewn tir drwy weithred). Effaith hynny yw nad oes raid trosglwyddo contract meddiannaeth drwy weithred.
222. Mae is-adran (3) yn darparu nad yw Deddf Landlord a Thenant (Cyfamodau) 1995 yn gymwys i drosglwyddiadau penodol sy'n ymwneud â chontractau meddiannaeth (gan gynnwys trosglwyddiadau y byddid wedi eu trin fel aseiniad o dan adran 28(6)(b) o Ddeddf 1995). Ymysg pethau eraill, mae Deddf 1995 yn gwneud darpariaeth ynghylch sut y trosglwyddir hawliau a rhwymedigaethau landlordiaid a thenantiaid pan drosglwyddir tenantiaeth (gan gynnwys darpariaeth ynghylch tenantiaid sy'n ymadael neu landlordiaid sy'n cael eu rhyddhau o'u rhwymedigaethau, a thenantiaid sy'n cyrraedd a landlordiaid sy'n dod yn atebol). Mae'r Ddeddf hon yn gwneud darpariaeth ar gyfer y materion hynny ar wahân, felly mae Deddf 1995 wedi ei datgymhwyso.

Adran 73 - Olynu yn dilyn marwolaeth

223. Os bydd unig ddeiliad contract yn marw, ac os oes person sy'n goroesi sy'n gymwys i ddod yn ei le, neu i 'olynu' deiliad y contract, yna bydd y person hwnnw sy'n goroesi yn 'olynu i'r contract meddiannaeth', hynny yw bydd y person yn dod yn ddeiliad y contract o dan y contract yn lle deiliad y contract a fu farw. Mae'r egwyddor hon yn gymwys i bob contract meddiannaeth ar wahân i:
- contractau pan fo cyd-ddeiliad contract yn goroesi, a
 - contractau safonol cyfnod penodol sy'n cynnwys darpariaeth sy'n caniatáu trosglwyddo'r contract drwy ewyllys neu ddiewyllysedd (gweler adran 139).
224. Mae adran 78 yn ymddrin ag achosion pan fo mwy nag un olynydd posibl.

Section 71 – Effect of unauthorised transfer

219. Generally, a landlord may seek possession against a contract-holder who transfers an occupation contract other than in accordance with the contract, but this section provides an exception to this. Where there is an unauthorised transfer and the landlord accepts payments from the person to whom the contract is transferred for two months, knowing that the transfer was not in accordance with the contract (or where the landlord should have known that), the transfer will become binding on the landlord immediately after that period. Where there are joint landlords and any one of them accepts payment from the person as mentioned in this section, the transfer is binding on all joint landlords. Where a transfer becomes binding on the landlord in this way, the rights and obligations will be transferred immediately after the end of the two month period in the way described in section 70, just as if there had been an authorised transfer.
220. This does not apply where the landlord takes steps to end the contract or brings eviction proceedings within two months of the date on which the landlord started accepting payments.

Section 72 – Deeds and covenants

221. Subsection (2) disapplies section 52 of the Law of Property Act 1925 (conveyances of land or interests in land to be made by deed). The effect of this is that the transfer of an occupation contract does not need to be entered into by means of a deed.
222. Subsection (3) provides that the Landlord and Tenant (Covenants) Act 1995 does not apply to certain transfers that relate to occupation contracts (including transfers that would have been treated as an assignment under section 28(6)(b) of the 1995 Act). Amongst other things, the 1995 Act makes provision about how the rights and obligations of landlords and tenants are transferred when there is a transfer of a tenancy (including provision about outgoing tenants or landlords being released from obligations, and incoming tenants and landlords becoming liable). This Act makes separate provisions about those matters, so the 1995 Act is disapplied.

Section 73 – Succession on death

223. If a sole contract-holder dies and there is a person who survives the contract-holder who is qualified to replace, or to ‘succeed’ the contract-holder, then that surviving person will ‘succeed to the occupation contract’, that is, the surviving person will become the contract-holder under the contract in place of the contract-holder who has died. This principle applies to all occupation contracts apart from:
- a. contracts where there is a surviving joint contract-holder, and
 - b. fixed term standard contracts that contain a provision allowing the contract to be transferred by will or intestacy (see section 139).
224. Section 78 deals with instances where there is more than one possible successor.

Adrannau 74 i 76 – Personau sy'n gymwys i olynu

225. Gall person fod yn gymwys i olynu i gontract meddiannaeth naill ai fel olynydd â blaenoriaeth neu fel olynydd wrth gefn. Yn ymarferol, yng nghyflawnder amser, effaith hyn yw y gall dwy olyniaeth i gontract meddiannaeth ddigwydd (ond dim mwy na hynny). Mae hynny oherwydd,
- Pan fo person wedi olynu fel olynydd â blaenoriaeth, yna, os bydd yntau farw, gellir cael un olyniaeth bellach (gan olynydd wrth gefn).
 - Ond os yw person wedi olynu i'r contract fel olynydd wrth gefn (ac mae hyn yn cynnwys unrhyw un a oedd yn olynydd i'r contract yn dilyn marwolaeth person a oedd yn olynydd â blaenoriaeth), nid oes unrhyw olyniaeth bellach yn bosibl.
226. Yr olynydd â blaenoriaeth yw naill ai briod neu bartner sifil (neu rywun sy'n cydfyw fel priod neu bartner sifil) deiliad y contract a oedd yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref pan fu farw deiliad y contract.
227. Olynydd wrth gefn yw aelod o'r teulu a oedd yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref pan fu farw deiliad y contract. Diffinnir aelod o'r teulu, yn adran 250, fel:
- a. priod neu bartner sifil deiliad y contract, neu rywun sy'n byw gyda deiliad y contract fel priod neu bartner sifil;
 - b. rhiant, nain/mam-gu neu daid/tad-cu, plentyn, wŷr neu wyres, brawd, chwaer, ewythr, modryb, nai neu nith i ddeiliad y contract (gweler adran 250).
228. Rhaid i berson sy'n perthyn i ddeiliad y contract yn un o'r ffyrdd a grybwyllir ym mharagraff (b) uchod hefyd fodloni'r amod preswyllo sylfaenol er mwyn bod yn olynydd wrth gefn, sef y bu'r person yn byw yn yr annedd sy'n destun y contract meddiannaeth, neu'n byw gyda deiliad y contract, drwy gydol y 12 mis a oedd yn rhagflaenu marwolaeth deiliad y contract. Nid yw'r gofyniad hwnnw yn gymwys i briod neu bartner sifil (neu rywun sy'n cydfyw fel priod neu bartner sifil), sy'n olynu fel olynydd wrth gefn.
229. Os oedd deiliad y contract a fu farw yn olynydd â blaenoriaeth mewn perthynas â'r contract meddiannaeth presennol, yna bydd person sy'n aelod o deulu deiliad gwreiddiol y contract yn olynydd wrth gefn. Os yw'r person yn perthyn i ddeiliad gwreiddiol y contract yn un o'r ffyrdd a grybwyllir ym mharagraff 227(b) uchod, at ddibenion cyfrifo cyfnod o fyw gyda deiliad y contract am 12 mis, caiff unrhyw gyfnodau y bu'n byw gyda deiliad gwreiddiol y contract eu hystyried.
230. Mae dau ddsbarth o berson na chaniateir iddynt olynu fel deiliaid contract. Yn gyntaf, unrhyw un sydd o dan 18 oed (oherwydd na chânt fod yn barti i gontract meddiannaeth).
231. Yn ail, y rhai a oedd yn meddiannu'r annedd (neu ran ohoni) o dan gontract isfeddiannaeth ar unrhyw adeg yn ystod y cyfnod o 12 mis cyn i ddeiliad y contract farw. Ond pan fo contract isfeddiannaeth wedi dod i ben cyn marwolaeth deiliad y contract, a'r isddeiliad yn briod neu'n bartner sifil i ddeiliad y contract, gall y person hwnnw fod yn olynydd i'r contract o hyd (er gwaethaf y ffaith ei fod yn isddeiliad blaenorol).

Sections 74 to 76 – Persons qualified to succeed

225. A person can be qualified to succeed to an occupation contract as either a priority successor or a reserve successor. This will mean that in practice there may, in the fullness of time, be two successions to an occupation contract (but no more). That is because,
- Where a person has succeeded as a priority successor then, in the event of his or her death, there can be one more succession (by a reserve successor).
 - But if a person has succeeded to the contract as a reserve successor (and this includes anyone who succeeded to the contract after the death of a person who was a priority successor), then no further succession is possible.
226. A priority successor is the spouse or civil partner (or those living together as spouse or civil partner) of the contract-holder, who occupied the dwelling as their only or principal home at the time of the contract-holder's death.
227. A reserve successor is a family member who occupied the dwelling as their only or principal home at the time of the contract-holder's death. A family member is defined, in section 250, as being:
- a. the spouse or civil partner of the contract-holder, or someone living with the contract-holder as a spouse or civil partner;
 - b. the contract-holder's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece (see section 250).
228. A person who is related to the contract-holder in one of the ways mentioned in paragraph (b) above must also meet the basic residence condition in order to be a reserve successor, which is that throughout the 12 months preceding the contract-holder's death the person lived in the dwelling that is subject to the occupation contract, or lived with the contract-holder. Such a requirement does not apply to a spouse or civil partner (or those living together as spouse or civil partner) succeeding as a reserve successor.
229. Where the contract-holder who has died was a priority successor in relation to the current occupation contract, then a person who is a member of the original contract-holder's family will be a reserve successor. If the person is related to the original contract-holder in one of the ways mentioned in paragraph 227(b) above, for the purposes of calculating a 12 month period of living with the contract-holder, any periods living with the original contract-holder will be taken into account.
230. There are two classes of person unable to succeed to a contract. First, anyone under 18 years of age (because they cannot be a party to an occupation contract).
231. Secondly, those who occupied the dwelling (or part of it) under a sub-occupation contract at any time during the 12 month period before the contract-holder died. But where a sub-occupation contract has ended before the contract-holder's death, and the sub-holder was the contract-holder's spouse or civil partner, that person can still succeed to the contract (despite being a former sub-holder).

Adran 77 – Olynydd wrth gefn: gofalwr

232. Mae hawl gan ofalwr i olynu fel olynydd wrth gefn os oedd yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref ar yr adeg y bu farw deiliad y contract. Er mwyn cymhwyso fel gofalwr sy'n olynydd wrth gefn, rhaid i berson fod wedi darparu gofal sylweddol (neu fod wedi bwriadu darparu gofal sylweddol) i ddeiliad y contract neu aelod o deulu deiliad y contract a oedd yn byw gyda deiliad y contract pan ddarperid y gofal, ar unrhyw adeg yn ystod y cyfnod o 12 mis a ddaeth i ben gyda marwolaeth deiliad y contract. At ddibenion cyfrifo a ddarparwyd gofal mewn cyfnod o 12 mis, os oedd deiliad y contract a fu farw yn olynydd â blaenoriaeth mewn perthynas â'r contract, gellir ystyried unrhyw gyfnod a dreuliwyd yn gofalu am ddeiliad gwreiddiol y contract.
233. Rhaid i'r gofalwr hefyd fod wedi meddiannu'r annedd neu fyw gyda deiliad y contract (neu, os oedd deiliad y contract yn olynydd â blaenoriaeth, fod wedi byw gyda deiliad gwreiddiol y contract) drwy gydol y cyfnod o 12 mis a ddaeth i ben â marwolaeth deiliad y contract, a heb fod â'r hawl i feddiannu unrhyw annedd arall fel cartref iddo ar adeg marwolaeth deiliad y contract. Nid yw gofalwr a gyflogir i ddarparu gofal, neu sy'n darparu gofal o dan gcontract, yn bodloni'r amodau ar gyfer bod yn 'ofalwr' at y dibenion hyn, ac nid yw'n gymwys i fod yn olynydd wrth gefn o dan y Ddeddf ar y sail honno.

Adran 78 – Mwy nag un olynydd cymwys

234. Mae'r adran hon yn egluro'r hyn sy'n digwydd pan fo mwy nag un person yn gymwys i olynu:
- Os oes un olynydd â blaenoriaeth ymhlith y rheini sy'n gymwys i olynu, bydd y person hwnnw'n olynu.
 - Os oes mwy nag un olynydd â blaenoriaeth ymhlith y rheini sy'n gymwys i olynu, caiff yr olynwyr â blaenoriaeth benderfynu ymysg ei gilydd pa un fydd yn ddeiliad y contract. Os na allant benderfynu, neu os methant â hysbysu'r landlord o fewn cyfnod rhesymol, caiff y landlord ddewis yr olynydd.
 - Os yw'r holl bersonau sy'n gymwys i olynu yn olynwyr wrth gefn, cânt benderfynu ymysg ei gilydd pa un fydd yn ddeiliad y contract. Os na allant benderfynu, neu os methant â hysbysu'r landlord o fewn cyfnod rhesymol, caiff y landlord ddewis yr olynydd.
235. Caiff unrhyw berson arall sy'n gymwys i olynu apelio i'r llys yn erbyn unrhyw benderfyniad a wneir gan y landlord ynglŷn â'r olyniaeth, o fewn 4 wythnos o'r diwrnod y'i hysbyswyd o benderfyniad y landlord.

Adran 79 – Effaith olyniaeth

236. Mae'r adran hon yn gwneud darpariaeth ynglŷn â'r adeg pan fo olynydd yn dod yn ddeiliad y contract.
237. Mewn sefyllfa pan fo un person yn unig yn gymwys i olynu, neu pan fo mwy nag un person yn gymwys i olynu, ond mai un yn unig o'r personau hynny sy'n olynydd â blaenoriaeth, bydd yr olynydd yn dod yn ddeiliad y contract naill ai pan hysbysir y landlord o farwolaeth deiliad blaenorol y contract, neu ymhen un mis ar ôl y farwolaeth, pa un bynnag yw'r cynharaf.

Section 77 – Reserve successor: carer

232. A carer is entitled to succeed as a reserve successor if he or she occupied the dwelling as his or her only or principal home at the time the contract-holder died. To qualify as a carer who is a reserve successor, a person must have been providing a substantial amount of care (or intending to provide a substantial amount of care) for the contract-holder, or a member of the contract-holder's family who was living with the contract-holder when the care was provided, at any time in the period of 12 months ending with the contract-holder's death. For the purposes of working out whether care has been provided in a period of 12 months, if the contract-holder who has died was a priority successor in relation to the contract, any time spent caring for the original contract-holder can be taken into account.
233. The carer must also have occupied the dwelling or lived with the contract-holder (or, if the contract-holder was a priority successor, lived with the original contract-holder) throughout the period of 12 months ending with the contract-holder's death, and must have no other dwelling they are entitled to occupy as a home at the time of the contract-holder's death. A carer employed to provide care, or providing care under a contract, does not meet the conditions for being a 'carer' for these purposes, and does not qualify as a reserve successor under the Act on that basis.

Section 78 – More than one qualified successor

234. This section explains what happens where more than one person is qualified to succeed:
- If there is one priority successor amongst those qualified to succeed, that person will succeed.
 - If there is more than one priority successor amongst those qualified to succeed, the priority successors may decide between themselves who the contract-holder will be. If they cannot decide, or they fail to notify the landlord within a reasonable time, the landlord selects the successor.
 - If all the persons qualified to succeed are reserve successors, they may decide between themselves who the contract-holder will be. If they cannot decide, or they fail to notify the landlord within a reasonable time, the landlord selects the successor.
235. Any decision made by the landlord with regard to the succession can be appealed to the court by any other person qualified to succeed within 4 weeks of the day they were notified of the landlord's decision.

Section 79 – Effect of succession

236. This section makes provision for when a successor becomes the contract-holder.
237. In a situation where there is only one person qualified to succeed, or where there is more than one person qualified to succeed, but only one of those persons is a priority successor, the successor becomes the contract-holder either when the landlord is notified of the death of the former contract-holder, or one month after the death, whichever is earlier.

238. Mewn sefyllfa pan fo mwy nag un person yn gymwys i olynu, a bod naill ai ddau neu fwy o'r personau hynny yn olynwyr â blaenoriaeth, neu bod pob un o'r personau hynny yn olynwyr wrth gefn, bydd yr olynnydd yn dod yn ddeiliad y contract naill ai ar y dyddiad y bydd y personau sy'n gymwys i olynu yn penderfynu pwy fydd yn ymgymryd â'r contract neu, os yw'r landlord yn gwneud y dewis (oherwydd na all yr olynwyr posibl gytuno), ar y dyddiad y mae'r landlord yn gwneud y dewis hwnnw.
239. Mewn sefyllfa pan fo olynnydd wedi apelio yn erbyn dewis y landlord o ran olynnydd, bydd yr olynnydd yn dod yn ddeiliad y contract ar y dyddiad y bydd y llys yn penderfynu'r apêl.
240. Ond os yw'r naill neu'r llall o'r pethau hynny yn digwydd cyn i'r landlord gael ei hysbysu am y farwolaeth (neu, os nad yw'r landlord yn cael ei hysbysu am y farwolaeth o fewn mis i farwolaeth deiliad y contract, cyn diwedd y cyfnod hwnnw o fis), nid yw'r person yn olynu i'r contract hyd nes yr hysbysir y landlord am y farwolaeth, neu hyd fis ar ôl y farwolaeth (pa un bynnag sydd gynharaf). Mewn gwirionedd, gall sefyllfa lle cynhelir apêl arwain at gyfnod estynedig cyn y bydd person sy'n gymwys i olynu yn dod yn ddeiliad y contract.
241. Mewn sefyllfaoedd pan nad oes deiliad contract wedi ei benodi am nad oes penderfyniad wedi ei wneud eto ynghylch pwy fydd yr olynnydd (naill ai am nad yw'r olynwyr wedi gwneud penderfyniad, am nad yw'r landlord wedi dewis olynnydd, neu am nad yw'r llys wedi dyfarnu ar apêl), a phan fo unigolion sydd â hawl i olynu yn byw yn yr eiddo, ni chânt eu trin fel tresmaswyr, ond yn hytrach fel cyd-ddeiliaid contract.

Adran 80 - Amnewid olynnydd ar ôl terfynu'n gynnar ac Adran 81 - Effaith amnewid olynnydd

242. Mewn sefyllfa pan fo nifer o bersonau yn gymwys i olynu i gontract, ond nad oes ond un olynnydd â blaenoriaeth, mae adran 78(2) yn darparu y bydd y person hwnnw'n olynu fel mater o drefn. Os yw'r unigolyn hwnnw yn rhoi hysbysiad, o fewn 6 mis ar ôl marwolaeth deiliad blaenorol y contract, ei fod yn bwriadu terfynu'r contract (ac y gellid dod â'r contract i ben yn y modd hwnnw) ac os oedd mwy nag un person yn gymwys i olynu i'r contract gwreiddiol, mae'r adran hon yn dweud nad yw'r contract yn dod i ben. O dan yr amgylchiadau hynny, os mai un person arall yn unig oedd yn gymwys i olynu i'r contract, trosglwyddir y contract i'r olynnydd hwnnw sy'n weddill.
243. Os oes mwy nag un olynnydd yn weddill, penderfynir yr olyniaeth yn unol â'r darpariaethau yn adran 78(4). Mae adran 81 yn gwneud darpariaeth ar gyfer cyfrifo pryd y mae person yn olynu i gontract meddiannaeth o dan yr amgylchiadau hynny, a hefyd ynghylch statws unrhyw unigolion sy'n gymwys i olynu i'r contract sy'n byw yn yr annedd yn ystod unrhyw gyfnod cyn i olynnydd gael ei ddewis. Mae'r darpariaethau hyn yn debyg i'r darpariaethau yn adran 79.

238. In a situation where there is more than one person qualified to succeed, and either two or more of those persons are priority successors, or all of those persons are reserve successors, the successor becomes the contract-holder either on the date on which the persons qualified to succeed decide who will take over the contract or, if the landlord makes the selection (where agreement cannot be reached between the potential successors), on the date the landlord makes that selection.
239. In a situation where a successor has appealed against the landlord's appointment of a successor, the successor becomes the contract-holder on the date the court determines the appeal.
240. But if either of those things happen before the landlord is notified of the death (or, if the landlord is not notified of the death within one month of the contract-holder dying, before the end of that one month period), the person does not succeed to the contract until the landlord is notified of the death, or until one month after the death (whichever is earlier). In reality, an appeal situation may result in an extended period before a person qualified to succeed becomes a contract-holder.
241. In situations where no contract-holder has been appointed because a decision has not yet been reached about who the successor is to be (either because the successors haven't reached a decision, because the landlord hasn't chosen a successor, or because the court hasn't determined an appeal), and individuals with a succession right are living in the property, they are not treated as trespassers, but rather as joint contract-holders.

Section 80 - Substitute succession on early termination and Section 81- Effect of substitute succession

242. Section 78(2) provides that, in a situation where there are several persons qualified to succeed to a contract, but there is only one priority successor, that person will automatically succeed. If that individual gives notice, within 6 months of the death of the former contract-holder, that he or she intends to end the contract (and the contract could have been brought to an end in that way), this section says that, if there was more than one person qualified to succeed to the original contract, the contract does not end. In those circumstances, if there was only one other person qualified to succeed to the contract, the contract passes to that remaining successor.
243. If there is more than one remaining successor, the succession will be determined in accordance with the provisions in section 78(4). Section 81 makes provision for working out when a person succeeds to an occupation contract in these circumstances, and also about the status of any individuals who are qualified to succeed to the contract that are living in the dwelling during any period before a successor is chosen. Those provisions are similar to the provisions in section 79.

Adran 82 – Hysbysiad o hawliau o dan adran 80

244. Pan fo olynnydd â blaenoriaeth yn penderfynu gadael y contract o fewn 6 mis, a'i fod wedi rhoi hysbysiad neu wedi dod i gytundeb gyda'r landlord, rhaid i'r landlord roi hysbysiad i unrhyw olynwyr posibl y mae eu cyfeiriad yn hysbys i'r landlord, a meddianwyr yr annedd, am y ffaith honno. Rhaid rhoi'r hysbysiad hwnnw o fewn 14 diwrnod wedi i ddeiliad presennol y contract roi hysbysiad i'r landlord (neu i gytundeb gael ei wneud). Rhaid i'r hysbysiad hwn gynnwys gwybodaeth am effaith adran 80 (amnewid olyniaeth).
245. Mae'r adran hon yn gymwys i'r un graddau pan fo cyd-landlordiaid. Os yw unrhyw un o'r cyd-landlordiaid yn ymwybodol o unrhyw olynnydd posibl, bydd y gofyniad o dan yr adran hon i hysbysu'r person hwnnw yn berthnasol.

Adran 83 – Olyniaeth: dehongli

246. Mae'r adran hon yn gwneud darpariaeth ynglŷn â dehongli termau a ddefnyddir yn yr adrannau sy'n ymwneud ag olynu, at ddibenion y Ddeddf yn fwy cyffredinol. Mae'n cynnwys darpariaeth i egluro y bydd person sy'n olynu i gontract safonol cyfnod penodol, ac ar ddiwedd y contract hwnnw y ffurfir contract safonol cyfnodol, yn parhau i gael ei drin fel olynnydd mewn perthynas â'r contract cyfnodol hwnnw (yn yr un modd ag yr oedd yn olynnydd mewn perthynas â'r contract cyfnod penodol blaenorol).
247. Mae'r adran hon yn gwneud darpariaeth gyffelyb hefyd pan fo contract yn cael ei ddwyn i ben ar sail cefnu (gweler adran 220), ond bod y llys yn penderfynu na ddigwyddodd cefnu, a bod rhaid darparu llety addas arall i ddeiliad y contract. Mae hynny'n golygu, os oedd deiliad y contract yn olynnydd â blaenoriaeth neu'n olynnydd wrth gefn mewn perthynas â'r contract gwreiddiol, y bydd hefyd yn olynnydd â blaenoriaeth neu'n olynnydd wrth gefn mewn perthynas ag unrhyw gontract meddiannaeth sy'n cael ei ffurfio o ganlyniad i orchymyn o dan adran 222.
248. Mae'r adran hefyd yn gwneud darpariaeth sy'n cynnal statws olynwyr â blaenoriaeth ac olynwyr wrth gefn o dan yr amgylchiadau a ganlyn:
- pan drosglwyddwyd contract yn unol â gorchymyn eiddo teuluol,
 - pan oedd cael ei drin fel olynnydd â blaenoriaeth neu olynnydd wrth gefn yn amod o ran cydsynio i drafodiad, a
 - pan fo deiliad contract o dan gontract diogel yn dod yn ddeiliad contract o dan gontract diogel arall, naill ai gyda'r un landlord ag o dan y contract gwreiddiol neu mewn cysylltiad â'r un annedd.

PENNOD 9 – CYDSYNIAD Y LANDLORD

Adran 84 – Cydsyniad y landlord: rhesymoldeb

249. Rhaid i unrhyw gais gan ddeiliad contract am wneud unrhyw beth y mae cydsyniad y landlord yn ofynnol ar ei gyfer, gael ei wneud mewn ysgrifen. Caiff landlord gytuno i'r cais (a chaiff gytuno yn ddarostyngedig i unrhyw amodau rhesymol os yw'n dymuno gwneud hynny) neu ei wrthod, ond rhaid i wrthodiad beidio â bod yn afresymol. Caniateir 14 diwrnod ar ôl gwneud y cais i'r landlord ofyn am ragor o wybodaeth cyn gwneud penderfyniad. Rhaid i unrhyw gais am ragor o wybodaeth beidio â bod yn afresymol.

Section 82 – Notice of rights under section 80

244. Where a priority successor decides to leave the contract within 6 months, and has given notice or reached an agreement with the landlord, the landlord must give notice of that fact to any potential successors whose address is known to the landlord, and to the occupiers of the dwelling. That notice must be given within 14 days of the current contract-holder giving the landlord notice (or of an agreement being reached). This notice must contain information about the effect of section 80 (substitute succession).
245. This section applies equally where there are joint landlords. If any one of the joint landlords is aware of any potential successor, the requirement under this section to notify that person will arise.

Section 83 – Succession interpretation

246. This section makes provision for the interpretation of terms used in the sections dealing with succession for the purposes of the Act more widely. It includes provision to clarify that where a person succeeds to a fixed term standard contract, and at the end of that contract a periodic standard contract arises, the person will continue to be treated as a successor in relation to that periodic contract (in the same way that he or she was a successor in relation to the preceding fixed term contract).
247. This section also makes similar provision where a contract is ended on the basis of abandonment (see section 220), but the court decides there was no abandonment and the contract-holder must be given suitable alternative accommodation. This means that if the contract-holder was a priority or reserve successor in relation to the original contract they will also be a priority or reserve successor in relation to any occupation contract that arises as a result of an order under section 222.
248. The section also makes provision maintaining the status of priority and reserve successors in the following circumstances:
- where there has been a transfer of a contract in accordance with a family property order,
 - where being treated as a priority or reserve successor was a condition of consent to a transaction, and
 - where a contract-holder under a secure contract becomes a contract-holder under another secure contract, either with the same landlord as under the original contract or in respect of the same dwelling.

CHAPTER 9 - LANDLORD'S CONSENT

Section 84 – Landlord's consent: reasonableness

249. Any request from a contract-holder to do something which requires the landlord's consent must be in writing. A landlord can agree the request (and can agree subject to any reasonable conditions if they wish) or refuse it, although a refusal must not be unreasonable. The landlord has 14 days from the request to ask for further information before making a decision. Any request for further information must not be unreasonable.

250. Wrth benderfynu a yw'n rhesymol atal cydsyniad i ychwanegu cyd-ddeiliad contract (gweler adrannau 49 a 50), i amryfal ddulliau o 'ddelio' â'r contract (gweler adrannau 57 a 58), i drosglwyddo contract diogel i olynydd posibl (gweler adrannau 114 a 115) neu i drosglwyddo contract diogel i ddeiliad contract diogel arall (gweler adrannau 118 a 119), bydd yr amgylchiadau a nodir yn Atodlen 6 yn berthnasol hefyd.
251. Os nad yw landlord yn cydsynio neu'n gwrthod cydsyniad o fewn y cyfnod perthnasol (sef y cyfnod o fis o ddyddiad y cais, neu, os digwydd i'r landlord ofyn am ragor o wybodaeth, fis o'r dyddiad y darperir yr wybodaeth honno), rhagdybir bod y landlord wedi cydsynio yn ddiamod. Yn yr un modd, os yw'r landlord yn cydsynio yn ddarostyngedig i amodau, ac nad yw'r landlord yn rhoi hysbysiad ysgrifenedig o'r amodau i ddeiliad y contract ar yr un pryd ag y rhoddir y cydsyniad, mae'r landlord i'w drin fel petai wedi cydsynio heb amodau.
252. Os gwrthodir cydsyniad, neu os rhoddir cydsyniad yn ddarostyngedig i amodau penodol, caiff deiliad contract ofyn i'r landlord am esboniad ysgrifenedig o'r rhesymau am y penderfyniad. Os na fydd deiliad y contract wedi cael yr esboniad o fewn mis i'r dyddiad y gofynnir amdano, rhagdybir bod y landlord wedi cydsynio yn ddiamod.

Adran 85 - Cais i'r llys yn ymwneud â chydsyniad

253. Mae'r adran hon yn rhoi hawl i berson sy'n gofyn am gydsyniad wneud cais i'r llys ar y sail bod y landlord wedi gwrthod cydsyniad yn afresymol neu wedi gosod amodau afresymol ar unrhyw ganiatâd a roddwyd. Caiff y llys wrthdroi gwrthodiad landlord i gydsynio, neu caiff ddatgan bod y landlord i'w drin fel pe bai wedi cydsynio heb unrhyw amodau, neu heb unrhyw amodau y mae'n ystyried eu bod yn afresymol, neu caiff ofyn i'r landlord ailystyried y cais.

Adran 86 - Cydsyniad y landlord: amseriad

254. Mae'r adran hon yn ymwneud ag amseriad y cydsyniad. Mewn amgylchiadau pan fo angen cydsyniad y landlord ar ddeiliad y contract er mwyn gwneud rhywbeth megis addasiadau i'r eiddo, gall y landlord roi'r cydsyniad yn ôl-weithredol. Fodd bynnag, nid yw hyn yn gymwys ar gyfer ychwanegu deiliaid contract ychwanegol i'r contract, neu drosglwyddo'r contract i berson arall (neu drosglwyddo hawliau a rhwymedigaethau cyd-ddeiliad contract o dan y contract).

PENNOD 10 - DIGOLLEDU

Adran 87 - Digolledu oherwydd methiannau sy'n ymwneud â darparu datganiadau ysgrifenedig etc.

255. Mae'r adran hon yn pennu'r adrannau eraill o'r Ddeddf y gall landlord ddod yn atebol oddi tanynt i dalu tâl digolledu i ddeiliad y contract. Os daw landlord yn atebol o dan unrhyw un o'r adrannau hynny, mae adran 87 yn gymwys ar y diben o gyfrifo swm y tâl digolledu sy'n daladwy.

250. In deciding whether it is reasonable to withhold consent to the adding of a joint contract holder (see sections 49 and 50), to various forms of 'dealing' with the contract (see section 57 and 58), to a transfer of a secure contract to a potential successor (see sections 114 and 115) or to a transfer of a secure contract to another secure contract-holder (see sections 118 and 119), the circumstances set out in Schedule 6 will also be relevant.
251. Where a landlord does not give or refuse consent within the relevant period (which is the period of one month from the date of the request, or in the event of a landlord requesting more information, one month from the date that information is provided), the landlord is treated as having given unconditional consent. Similarly, if the landlord consents subject to conditions, and the landlord does not give the contract-holder written notice of the conditions at the same time as the consent is given, the landlord is treated as having consented without conditions.
252. Where consent has been refused, or granted subject to certain conditions, a contract-holder may request a written explanation from the landlord of the reasons for the decision. If the explanation is not given within one month of the date that the person requests the explanation, the landlord is treated as having given unconditional consent.

Section 85 - Application to court relating to consent

253. This section confers a right on a person who requests consent to apply to the court on the grounds that the landlord has unreasonably refused consent or attached unreasonable conditions to any consent given. The court may overturn a landlord's refusal to consent, or may declare that the landlord is treated as having consented without any conditions, or without any conditions it deems unreasonable, or it may ask the landlord to reconsider the request.

Section 86 - Landlord's consent: timing

254. This section relates to the timing of consent. In circumstances where a contract-holder requires the landlord's consent to do something, for example, to make alterations to the property, the consent can be given retrospectively by the landlord. However, this does not apply to adding additional contract-holders to the contract, nor to transferring the contract to another person (or to a transferral of a joint contract-holder's rights and obligations under the contract).

CHAPTER 10 - COMPENSATION

Section 87 - Compensation for failures relating to provision of written statements etc.

255. This section sets out the other sections in the Act under which a landlord may become liable to pay compensation to the contract-holder. If a landlord becomes liable under any of those sections, section 87 applies for the purpose of calculating how much compensation is to be paid.

256. Mae'r tâl digolledu sy'n daladwy ar gyfer unrhyw ddiwrnod penodol yn gyfwerth â'r rhent sy'n daladwy o dan y contract ar gyfer y diwrnod hwnnw. Caiff deiliad contract wneud cais i'r llys am orchymyn sy'n cynyddu swm y tâl digolledu, os credir bod y landlord wedi peidio â darparu datganiad ysgrifenedig o'r contract neu ddatganiad ysgrifenedig ynglŷn ag amrywiad yn fwriadol. Caiff deiliad y contract ofyn am gynnydd hefyd os oedd y datganiad ysgrifenedig o'r contract yn anghyflawn neu'n anghywir. Mewn amgylchiadau o'r fath, caiff y llys gynyddu'r tâl digolledu i uchafswm o ddwywaith y swm gwreiddiol a oedd yn daladwy mewn perthynas ag unrhyw ddiwrnod penodol.

Adran 88 - Yr hawl i osod yn erbyn

257. Mae'r adran hon yn rhoi i ddeiliad contract yr hawl i 'osod yn erbyn'. Pan fo'r adran hon yn cael ei hymgorffori fel un o delerau'r contract heb ei haddasu, os yw'n ofynnol i landlord dalu tâl digolledu i ddeiliad contract am fethu â chydymffurfio ag un o delerau'r contract sy'n gwneud datganiad ysgrifenedig o'r contract, datganiad ysgrifenedig o amrywiad neu ddarparu gwybodaeth am y landlord yn ofynnol (gweler y rhestr o ddarpariaethau perthnasol yn adran 87), caiff deiliad y contract atal swm cyfwerth â'r tâl digolledu o'r rhent sy'n ddyledus.

RHAN 4 - CYFLWR ANHEDDAU

PENNOD 1

Adran 89 - Cymhwyso'r Rhan

258. Mae Rhan 4 yn gwneud darpariaethau ynglŷn â chyflwr yr anheddau. Mae'r darpariaethau hyn yn gymwys i gontractau diogel, contractau safonol cyfnodol a chontractau safonol cyfnod penodol a wneir am gyfnod sy'n llai na saith mlynedd. Mae adran 217 (hawliadau meddiant dialgar er mwyn osgoi rhwymedigaethau i atgyweirio etc.) yn rhoi disgrisiwn i'r llys o ran gwneud gorchymyn adennill meddiant os bodlonir y llys fod y landlord wedi gwneud hawliad meddiant er mwyn osgoi cydymffurfio â'r rhwymedigaethau sydd yn Rhan 4.

Adran 90 - Contractau safonol cyfnod penodol: pennu hyd y cyfnod

259. Mae'r adran hon yn gwneud darpariaeth ar gyfer penderfynu a ddylid trin contractau safonol cyfnod penodol fel pe baent wedi eu gwneud am gyfnodau llai, neu fwy, na saith mlynedd. Mae hyn yn bwysig gan fod y rhwymedigaethau a bennir yn Rhan 4 yn gymwys i gontractau a wneir am gyfnod llai na saith mlynedd yn unig.
260. Pan fo contract safonol cyfnod penodol yn gontract am gyfnod o fwy na saith mlynedd, ond y caiff y landlord ei derfynu cyn diwedd y cyfnod hwnnw o saith mlynedd, mae is-adran (4) yn darparu y caiff ei drin fel pe bai wedi ei wneud am gyfnod llai na saith mlynedd. Byddai sefyllfa o'r fath yn gymwys yn achos contract sydd â 'chymal terfynu'r landlord' y gellir ei arfer yn ystod saith mlynedd gyntaf y contract.

256. The compensation that is payable for any particular day is equivalent to the amount of rent that is payable under the contract for that day. A contract-holder may apply to the court for an order increasing the amount of compensation, if they believe the landlord's failure to provide a written statement of the contract or a written statement relating to a variation was intentional. The contract-holder can also apply for an increase if the written statement of the contract was incomplete or incorrect. In such circumstances, the court may increase the compensation to a maximum of double the original amount payable in respect of any particular day.

Section 88 – Right of set off

257. This section provides a contract-holder with a right of 'set-off'. Where this section is incorporated as a term of the contract without modification, if a landlord is required to pay a contract-holder compensation for failing to comply with a term of the contract that requires a written statement of the contract, a written statement of variation or information about the landlord to be provided (see list of relevant provisions in section 87), the contract-holder may withhold rent to the value of the outstanding compensation.

PART 4 - CONDITION OF DWELLING

CHAPTER 1

Section 89 – Application of Part

258. Part 4 makes provisions relating to the condition of dwellings. These provisions apply to secure contracts, periodic standard contracts and fixed term standard contracts made for a period of less than seven years. Section 217 (retaliatory claims for possession to avoid obligations to repair etc.) gives the court discretion over whether to make a possession order if it is satisfied that the landlord made a possession claim to avoid complying with the obligations in Part 4.

Section 90 – Fixed term standard contracts: determining the length of term

259. This section makes provision for determining whether fixed term standard contracts are to be treated as being made for less, or more, than, seven years. This is important because the obligations set out in Part 4 apply only to fixed term standard contracts made for a term of less than seven years.
260. Subsection (4) provides that if a fixed term standard contract is for a term of more than seven years, but may be terminated by the landlord before the end of that seven year period, it will be treated as being made for a term of less than seven years. Such a situation would apply to a contract with a 'landlord's break clause' that can be exercised during the first seven years of the contract.

261. Os yw contract safonol cyfnod penodol yn rhoi'r opsiwn i ddeiliad y contract adnewyddu'r contract ar ddiwedd y cyfnod, ac y byddai'r cyfnod cychwynnol a'r cyfnod adnewyddedig, gyda'i gilydd, yn hwy na saith mlynedd pe byddai deiliad y contract yn penderfynu arfer yr opsiwn, mae isadran (5) yn darparu y caiff y contract ei drin fel pe bai wedi ei wneud am gyfnod hwy na saith mlynedd. Ond os yw isadran (4) yn gymwys (hynny yw, os yw'r contract yn cynnwys cymal terfynu y gellir ei arfer o fewn y saith mlynedd gyntaf), caiff y contract ei drin fel pe bai wedi ei wneud am gyfnod byrrach na saith mlynedd.

PENNOD 2 - CYFLWR ANHEDDAU

262. Mae Pennod 2 yn gwneud darpariaethau ynglŷn â chyflwr anheddau. Mae adrannau 91, 92, 93, 95, 96, 97, 98 a 99 yn ddarpariaethau sylfaenol sy'n gymwys i bob contract meddiannaeth y mae Rhan 4 yn gymwys iddo (gweler Pennod 1).

Adran 91 - Rhwymedigaeth y landlord: annedd ffit i bobl fyw ynddi

263. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, mae'n ofynnol fod landlord yn sicrhau bod yr annedd yn ffit i bobl fyw ynddi drwy gydol cyfnod y contract. Mae adran 94 yn gwneud darpariaeth bellach ynglŷn â phenderfynu ynghylch ffitrwydd.

Adran 92 - Rhwymedigaeth y landlord o ran cyflwr yr annedd

264. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, mae'n ofynnol fod landlord yn cadw'r annedd mewn cyflwr da. Mae hyn yn gymwys i strwythur a thu allan yr annedd yn ogystal â'r gosodiadau gwasanaeth (er enghraifft, mewn perthynas â dŵr, nwy, trydan, gwresogi a glanweithdra).

Adran 93 - Rhwymedigaethau o dan adrannau 91 a 92: atodol

265. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, bydd yn ofynnol bod y landlord yn cywiro unrhyw ddifrod a achosir o ganlyniad i waith a gyflawnir er mwyn cydymffurfio â'r rhwymedigaethau o ran sicrhau ffitrwydd i bobl fyw ac atgyweirio. At hynny, ni ddylai'r landlord osod unrhyw rwymedigaethau ar ddeiliad y contract os yw deiliad y contract yn gorfodi rhwymedigaethau'r landlord. Er enghraifft, ni chaiff y landlord gynnwys teler yn y contract sy'n ei gwneud yn ofynnol bod deiliad y contract yn talu am unrhyw atgyweiriadau a fyddai'n ofynnol yn sgil teler yn y contract sy'n ymgorffori adrannau 91 neu 92.

261. Subsection (5) provides that if a fixed term standard contract gives the contract-holder an option of renewing the contract at the end of the term and, if the contract-holder chose to exercise it exercise it, the initial term and the renewed term taken together would be for a period of more than seven years, the contract is treated as being made for a period of more than seven years. But if subsection (4) applies (that is, if the contract has a break clause that can be exercised within the first seven years), the contract will be treated as being made for a period of less than seven years.

CHAPTER 2 - CONDITION OF DWELLING

262. Chapter 2 makes provisions relating to the condition of dwellings. Sections 91, 92, 93, 95, 96, 97, 98 and 99 are fundamental provisions applying to all occupation contracts to which Part 4 applies (see Chapter 1).

Section 91 – Landlord’s obligation: fitness for human habitation

263. If this section is incorporated as a term of the contract without modification, a landlord is required to ensure the dwelling is fit for human habitation throughout the term of the contract. Section 94 makes further provision as to the determination of fitness.

Section 92 – Landlord’s obligation to keep dwelling in repair

264. If this section is incorporated as a term of the contract without modification, the landlord is required to keep the dwelling in repair. This applies to the structure and exterior of the dwelling as well as to service installations (for example, in relation to water, gas, electricity, heating and sanitation).

Section 93 – Obligations under sections 91 and 92: supplementary

265. If this section is incorporated as a term of the contract without modification, the landlord will be required to rectify any damage caused as a result of works carried out in order to comply with the fitness for human habitation and repairing obligations. Furthermore, the landlord must not place any obligations on the contract-holder if the contract-holder enforces the landlord’s obligations. For example, the landlord cannot include a term in the contract which requires the contract-holder to pay for any repairs which would be required because of a term of the contract that incorporates sections 91 or 92.

Adran 94 – Penderfynu a yw annedd yn ffit i bobl fyw ynddi

266. Rhaid i Weinidogion Cymru bennu mewn rheoliadau faterion penodol sydd i'w hystyried wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi. Gellir gwneud hyn drwy gyfeirio at y rheoliadau a wnaed gan Weinidogion Cymru o dan adran 2 o Ddeddf Tai 2004 (sy'n ymwneud â'r System Mesur Iechyd a Diogelwch ar gyfer Tai). Caiff y materion sydd i'w hystyried wrth benderfynu a yw annedd yn ffit i bobl fyw ynddi gyfeirio at y mathau o beryglon a restrir mewn rheoliadau a wnaed o dan Ddeddf 2004 (gan gynnwys lleithder a llwydni, oerfel gormodol a pherygl tân), neu gyfeirio at faterion a allai godi oherwydd methiant i gydymffurfio â rhwymedigaeth i gadw'r annedd mewn cyflwr da. At hynny, caiff Gweinidogion Cymru, drwy reoliadau, osod gofynion ar landlordiaid er mwyn atal amgylchiadau a allai beri i annedd fod yn anaddas i bobl fyw ynddi. Caiff y rheoliadau hefyd ragnodi nad ystyrir bod annedd yn ffit i bobl fyw ynddi os nad yw landlord yn cydymffurfio ag unrhyw rwymedigaethau o'r fath.

Adran 95 – Cyfyngiadau ar adrannau 91 a 92: cyffredinol

267. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, ni fydd y rhwymedigaeth ar y landlord i sicrhau bod annedd yn ffit i bobl fyw ynddi ac mewn cyflwr da yn gymwys os na fyddai modd i'r landlord gydymffurfio heb fynd i gostau afresymol. Ni fydd yn ofynnol ychwaith fod landlord yn ailadeiladu annedd a ddinistrir gan dân, storm neu lifogydd.

Adran 96 – Cyfyngiadau ar adrannau 91 a 92: bai deiliad y contract

268. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, nid oes rhwymedigaeth ar y landlord i sicrhau bod annedd yn ffit i bobl fyw ynddi nac i wneud atgyweiriadau, os yw'r annedd yn anffit i fyw ynddi, neu angen ei hatgyweirio, oherwydd gweithred, anwaith neu ddiffyg gofal ar ran deiliad y contract neu feddiannydd arall a ganiateir.

Adran 97 – Cyfyngiadau ar adrannau 91 a 92: hysbysiad

269. Os yw adrannau 91 a 92 wedi eu hymgorffori fel telerau'r contract heb eu haddasu, bydd rhwymedigaethau'r landlord i wneud atgyweiriadau yn gymwys tra pery'r contract. Ond os yw adran 97 wedi ei hymgorffori, ni fydd y rhwymedigaethau hynny (ar wahân i'r rhwymedigaeth i sicrhau bod eiddo yn ffit i bobl fyw ynddo ar ddyddiad meddiannu'r contract) yn gymwys oni bai bod y landlord yn dod i wybod bod angen y gwaith neu'r atgyweiriadau.

270. Er mwyn cydymffurfio â'r rhwymedigaethau i wneud atgyweiriadau, rhaid i'r landlord gyflawni'r gwaith neu'r atgyweiriadau angenrheidiol o fewn cyfnod rhesymol ar ôl dod i wybod bod eu hangen. Os bydd y landlord yn newid, trinnir y landlord newydd fel pe bai'n gwybod am yr angen i weithredu o'r dyddiad trosglwyddo, os oedd y landlord blaenorol yn gwybod bod angen gwneud gwaith neu atgyweiriadau cyn y newid.

271. Mae hyn yn gymwys i'r un graddau mewn sefyllfaoedd pan fo cyd-landlordiaid, fel bod ymwybyddiaeth o'r angen am waith neu atgyweiriadau gan unrhyw un o'r cyd-landlordiaid yn golygu y bydd y rhwymedigaethau o dan adrannau 91(1)(b) a 92(1) a (2) yn berthnasol i'r cyd-landlordiaid.

Section 94 – Determination of fitness for human habitation

266. The Welsh Ministers must set out specific matters in regulations to be considered in determining whether a dwelling is fit for human habitation. This may be done by reference to regulations made by the Welsh Ministers under Section 2 of the Housing Act 2004 (which concern the Housing Health and Safety Rating System). The matters to be considered in determining whether a dwelling is fit for human habitation may refer to the hazard types listed in regulations made under the 2004 Act (including damp and mould growth, excess cold and risk of fire), or refer to matters which might arise because of a failure to comply with an obligation to keep dwellings in repair. Furthermore, the Welsh Ministers may by regulation impose requirements on landlords for the purposes of preventing circumstances from arising which could cause a dwelling to be unfit for human habitation. The regulations may also prescribe that, if a landlord doesn't comply with any such obligations, a dwelling is not considered to be fit for human habitation.

Section 95 - Limits on sections 91 and 92: general

267. If this section is incorporated as a term of the contract without modification, the landlord's obligations to keep a dwelling fit for human habitation and in repair will not apply if the landlord could not comply without incurring unreasonable expense. The landlord will also not be required to rebuild a dwelling destroyed by fire, storm or flood.

Section 96 – Limits on sections 91 and 92: contract-holders fault

268. If this section is incorporated as a term of the contract without modification, the landlord is not obliged to make a dwelling fit for human habitation or to undertake repairs, where the dwelling is unfit or in need of repair due to action, inaction, or lack of care on the part of the contract-holder or other permitted occupier.

Section 97 - Limits on section 91 and 92: notice

269. If sections 91 and 92 are incorporated as terms of the contract without modification, the landlord's repairing obligations will apply for the duration of the contract. But if section 97 is incorporated, those obligations (apart from the obligation to ensure that a property is fit for human habitation on the occupation date) will only apply once the landlord becomes aware of the need for works or repairs.

270. To comply with the repairing obligations, the landlord must carry out the necessary works or repairs within a reasonable time after becoming aware that they are necessary. If there is a change of landlord, the new landlord is treated as being aware that action is necessary from the date of the transfer, if the old landlord was aware that works or repairs were required before the change.

271. This applies equally in situations where there are joint landlords, such that awareness of the need for works or repairs by any one of the joint landlords will mean that the obligations under sections 91(1)(b) and 92(1) and (2) will arise in respect of the joint landlords

Adran 98 - Hawl y landlord i fynd i'r annedd

272. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, mae hawl gan y landlord i fynd i'r annedd ar unrhyw adeg resymol i archwilio neu wneud atgyweiriadau, ond rhaid iddo roi o leiaf 24 awr o rybudd i ddeiliad y contract cyn gwneud hynny (os bydd argyfwng, mae gan y landlord hawliau eraill o dan y gyfraith i fynd i'r eiddo heb roi hysbysiad). Fodd bynnag, ni fydd y landlord yn atebol am fethu â chydymffurfio â'r gofynion o ran ffitrwydd i bobl fyw ac atgyweiriadau os oes angen mynediad i ran o'r adeilad nad oes gan y landlord hawl i fynd iddi, ac na lwyddodd y landlord i gael mynediad iddi ar ôl gwneud ymdrech resymol.

Adran 99 - Hawliau meddianwyr a ganiateir i orfodi'r Bennod

273. Os yw'r adran hon wedi ei hymgorffori fel un o delerau'r contract heb ei haddasu, yn ychwanegol at ddeiliad y contract, caiff unrhyw un y caniateir iddo feddiannu'r annedd, sy'n dioddef o ganlyniad i fethiant y landlord i gydymffurfio â'r rhwymedigaethau o ran ffitrwydd i bobl fyw ac atgyweiriadau, hefyd ddod ag achos llys yn erbyn y landlord yn ei hawl ei hun. Diffinnir 'meddiannydd a ganiateir' yn adran 244.

PENNOD 3 - AMRYWIOL

274. Yn wahanol i Bennod 2, mae'r Bennod hon yn gymwys i bob contract meddiannaeth. Mae'n ymdrin â dau fater ar wahân sydd ill dau yn ymwneud â rhwymedigaethau landlordiaid a deiliaid contractau o ran cynnal a chadw ac atgyweirio anheddau.

Adran 100 - Cyflawni rhwymedigaethau atgyweirio yn llythrennol

275. Mae'r adran hon yn darparu, mewn unrhyw achos am dorri rhwymedigaethau i atgyweirio, i gynnal a chadw, i adnewyddu, i adeiladu neu i amnewid unrhyw eiddo, neu mewn achos am dorri rhwymedigaethau i gadw unrhyw annedd mewn cyflwr ffit i bobl fyw ynddi (gan gynnwys torri rhwymedigaethau'r landlord o dan un o delerau'r contract sy'n ymgorffori adrannau 91 a 92), y caiff y llys orchymyn i landlord ymgymryd ag atgyweiriadau er gwaethaf unrhyw reol o'r gyfraith gyffredin a allai, fel arall, gyfyngu ar hynny.

Adran 101 - Gwast ac ymddwyn fel tenant

276. Mae'r adran hon yn darparu nad yw'r cysyniadau cyfraith gyffredin o 'wast' ac 'ymddwyn fel tenant' wrth ddefnyddio annedd yn gymwys mewn perthynas â chontractau meddiannaeth. 'Gwast' yw difrod neu niwed a achosir gan weithredoedd neu esgeulustod ar ran deiliad y contract, tra bo 'ymddwyn fel tenant' yn golygu gofalu am yr eiddo o ddydd i ddydd (er enghraifft dadflocio sinc neu newid ffiws). Rhagwelir y gwneir darpariaeth atodol drwy reoliadau, a fydd, os caiff ei hymgorffori fel un o delerau'r contract, yn ei gwneud yn ofynnol fod deiliad contract yn gofalu am yr annedd ac unrhyw osodiadau a ffitiadau sydd ynddi.

Section 98 – Landlord’s right to access dwelling

272. If this section is incorporated as a term of the contract without modification, the landlord has the right to enter the dwelling at any reasonable time to inspect or undertake repairs, but must give the contract-holder at least 24 hours’ notice before doing so (in the event of an emergency, the landlord has other rights under the law to access the property without giving notice). However, the landlord will not be liable for failing to comply with the fitness for human habitation and repairing obligations if the necessary works or repairs require access to a part of the building which the landlord does not have a right to access, and the landlord has been unable to gain access after making reasonable effort.

Section 99 – Rights of permitted occupiers to enforce Chapter

273. If this section is incorporated as a term of the contract without modification, in addition to the contract-holder, a permitted occupier of the dwelling who suffers as a result of the landlord not complying with the fitness for habitation or repairing obligations may bring court proceedings against the landlord in their own right. ‘Permitted occupier’ is defined in Section 244.

CHAPTER 3 – MISCELLANEOUS

274. This Chapter, unlike Chapter 2, applies to all occupation contracts. It addresses two separate issues which both concern the obligations of landlords and contract-holders in relation to the maintenance and repair of dwellings.

Section 100 - Specific performance

275. This section provides that, in any proceedings for a breach of obligations to repair, maintain, renew, construct or replace any property, or in proceedings for a breach of obligations to keep any dwelling fit for human habitation (including a breach of the landlord’s obligations under a term of the contract that incorporates sections 91 and 92), the court may order a landlord to undertake repairs despite any rule in common law that might otherwise limit this.

Section 101 – Waste and tenant-like user

276. This section provides that the common law concepts of ‘waste’ and use of a dwelling in a ‘tenant-like manner’ do not apply in relation to occupation contracts. ‘Waste’ is damage or harm caused by actions or neglect on the part of the contract-holder, whilst ‘tenant-like manner’ means taking care of the property on a day to day level (for example unblocking a sink or replacing a fuse). It is envisaged that a supplementary provision will be made by regulations which, if incorporated as a term of the contract, will require a contract-holder to take care of the dwelling and of any fixtures and fittings.

RHAN 5 - DARPARIAETHAU NAD YDYNT OND YN GYMWYS I GONTRACTAU DIOGEL

PENNOD 1

Adran 102 – Trosolwg o'r Rhan

277. Mae adrannau 103 i 110 yn pennu darpariaethau sy'n gymwys i gontractau diogel yn unig.

PENNOD 2 - AMRYWIO CONTRACTAU

278. Ystyr amrywio contract yw newid telerau'r contract ar ôl i'r contract ddod i rym. Diffinnir 'amrywiad' yn adran 247, ac mae'n cynnwys tynnu ymaith neu ychwanegu telerau yn ogystal â diwygio telerau presennol. Nid yw unrhyw newid yn y landlord neu ddeiliad y contract yn amrywiad (ymdrinnir â hyn o dan adran 40).

Adran 103 – Amrywio

279. Pan fo un o delerau contract diogel yn ymgorffori'r adran hon heb ei haddasu bydd yn darparu mai dim ond yn unol â thelerau sy'n ymgorffori adrannau 104 i 108 y caniateir ymgorffori'r contract, neu o ganlyniad i ddeddfwriaeth a wneir gan Gynulliad Cenedlaethol Cymru neu'r Senedd. Mae'r adran hon yn ddarpariaeth sylfaenol, ac mae adran 103(1)(b) a (2) yn ddarpariaethau sylfaenol y mae'n rhaid eu hymgorffori heb eu haddasu fel telerau contractau diogel. Diben hyn yw sicrhau nad yw amrywiadau i gontractau diogel yn tanseilio gweithredu darpariaethau sylfaenol y Ddeddf na darpariaethau atodol a wneir o dan y Ddeddf.

Adrannau 104 – Amrywio'r rhent ac Adran 105 – Amrywio cydnabyddiaeth arall

280. Mae'r ddwy adran hon yn ddarpariaethau sylfaenol, sydd i'w hymgorffori fel telerau sylfaenol contract diogel os oes rhent neu gydnabyddiaeth arall yn daladwy (er y gellir eu hepgor neu eu haddasu yn unol ag adran 20). Bydd telerau sy'n ymgorffori'r adrannau hyn heb eu haddasu yn pennu sut y caniateir amrywio telerau'r contract mewn perthynas â rhent neu gydnabyddiaeth arall (sef telerau sy'n ymwneud â materion allweddol). Rhaid i ddeiliad y contract o dan gontract diogel gael dau fis o rybudd o unrhyw newid yn swm y rhent neu gydnabyddiaeth arall sy'n daladwy. Mae'r darpariaethau yn caniatáu amrywio yn flynyddol.

Adran 106 - Amrywio telerau sylfaenol

281. Os yw'r adran hon wedi ei hymgorffori fel un o delerau contract diogel, heb ei haddasu, caniateir amrywio telerau sylfaenol y contract diogel os yw'r landlord a deiliad y contract yn cytuno. Pennir eithriadau i hyn yn y teler o'r contract sy'n ymgorffori adran 108. Mae adran 108(2) yn rhestru darpariaethau sylfaenol penodol na ellir fyth eu hamrywio (mae'r rhain yn cyfateb i'r darpariaethau sylfaenol a restrir yn adran 20 y mae'n rhaid eu hymgorffori fel telerau pob contract diogel heb eu haddasu (megis adran 55 sy'n ymdrin ag ymddygiad gwaharddedig). Rhaid i unrhyw amrywiad a ganiateir i deler sylfaenol wella sefyllfa deiliad y contract hefyd.

PART 5 - PROVISIONS APPLYING ONLY TO SECURE CONTRACTS

CHAPTER 1

Section 102 – Overview of Part

277. Sections 103 to 110 set out provisions relating only to secure contracts.

CHAPTER 2 - VARIATION OF CONTRACTS

278. A variation of a contract is a change to the terms of the contract which is made after the contract comes into force. A 'variation' is defined in section 247, and includes the removal or addition of terms as well as the amendment of existing terms. Any change to the identity of the landlord or the contract-holder is not a variation (this is dealt with under section 40).

Section 103 – Variation

279. Where a term of a secure contract incorporates this section without modification it will provide that the contract may only be varied in accordance with terms that incorporate sections 104 to 108 or as a consequence of legislation made by Parliament or the National Assembly for Wales. This section is a fundamental provision, and section 103(1)(b) and (2) are fundamental provisions which must be incorporated as terms of secure contracts without modification. This is to ensure that variations of a secure contract do not undermine the operation of the fundamental provisions in the Act, and of supplementary provisions made under the Act.

Section 104 - Variation of rent and Section 105 – Variation of other consideration

280. Both of these sections are fundamental provisions, to be incorporated as fundamental terms of a secure contract if either rent or other consideration is payable (though they can be left out or modified in accordance with section 20). Terms that incorporate these sections without modification will set out how the terms of the contract as to rent or other consideration (which are terms relating to key matters) may be varied. The contract-holder under a secure contract must be given two months' notice of any change in the amount of rent or other consideration payable. The provisions allow for annual variation.

Section 106 - Variation of fundamental terms

281. If this section is incorporated as a term of a secure contract without modification, fundamental terms in the secure contract may be varied if the landlord and contract-holder agree. Exceptions to this will be set out in the term of the contract that incorporates section 108. Section 108(2) lists certain fundamental provisions that can never be varied (these correspond to the fundamental provisions listed in section 20 which must be incorporated as terms of all secure contract without modification (such as section 55, dealing with prohibited conduct)). Any permitted variation of a fundamental term must also improve the position of the contract-holder.

Adran 107 – Amrywio telerau atodol a thelerau ychwanegol

282. Os yw'r adran hon wedi ei hymgorffori fel un o delerau contract diogel, heb ei haddasu, caniateir amrywio telerau atodol ac ychwanegol y contract, naill ai drwy gytundeb rhwng y landlord a deiliad y contract, neu wrth i'r landlord roi hysbysiad i ddeiliad y contract i'r perwyl bod teler o'r fath i gael ei amrywio. Ond mae hyn yn ddarostyngedig i'r cyfyngiadau ar amrywio a bennir yn y teler o'r contract sy'n ymgorffori adran 108(4) a (5). Os gwneir yr amrywiad drwy hysbysiad, rhaid i'r landlord roi hysbysiad rhagarweiniol i ddeiliad y contract cyn i'r amrywiad ddigwydd, gan roi gwybodaeth am yr hyn y bwriedir ei amrywio a rhoi cyfle rhesymol i ddeiliad y contract wneud sylwadau. Ar ôl gwneud hynny, caiff y landlord wedyn ddyroddi hysbysiad pellach sy'n roi gwybod i ddeiliaid y contract am yr amrywiad arfaethedig a pha bryd y bydd yn cael effaith.

Adran 108 – Cyfyngiad ar amrywio

283. Diben yr adran hon (ynghyd ag adran 103) yw sicrhau na all y partion i gontract, ar unrhyw adeg yn ystod oes y contract, amrywio'r contract er mwyn tanseilio darpariaethau'r Ddeddf hon sy'n ymdrin ag ymgorffori ac addasu darpariaethau sylfaenol (gweler adrannau 20 a 21). Mae'r paragraffau sy'n dilyn yn crynhoi effaith adran 108 yn fanylach, ond yn gyffredinol, ni chaniateir unrhyw amrywiad yn ystod oes y contract, a fyddai'n arwain at gynnwys telerau yn y contract na fyddent wedi eu caniatáu o dan adran 20 neu adran 21 pe byddent wedi eu cynnwys o'r cychwyn, neu na fyddai'n cynnwys telerau y byddai wedi bod yn ofynnol eu cynnwys o'r cychwyn o dan adran 20 neu adran 21.

284. Bydd un o delerau sylfaenol contract sy'n ymgorffori'r adran hon yn cyfyngu ar y modd y gellir amrywio telerau contract diogel. Bydd telerau sylfaenol sy'n ymgorffori is-adrannau (1) a (2) yn gwahardd amrywio telerau sylfaenol penodol o dan unrhyw amgylchiadau (oni bai y cânt eu hamrywio o ganlyniad i ddeddfwriaeth).

285. Mae teler sylfaenol mewn contract sy'n ymgorffori is-adran (3) yn darparu nad oes effaith i amrywiad o unrhyw deler sylfaenol arall oni fyddai, o ganlyniad i'r amrywiad, y ddarpariaeth sylfaenol yr oedd y teler yn ei hymgorffori yn cael ei hymgorffori heb ei haddasu o hyd, neu nad yw peidio â'i hymgorffori neu ei hymgorffori gydag addasiad yn gwella sefyllfa deiliad y contract, ym ei farn ef. Ystyr hyn yw, os nad yw un o delerau'r contract yn ymgorffori un o'r darpariaethau sylfaenol a restrir yn is-adran (2), y caniateir ei addasu neu ei hepgor mewn amgylchiadau penodol. Ond oni bai bod deiliad y contract o'r farn fod yr addasiad (neu'r dilead) yn gwella ei sefyllfa, mae'n debyg mai dim ond newidiadau cyfyngedig iawn a ganiateir.

286. Yn yr un modd, ni fydd amrywiad yn cael unrhyw effaith os yw'n golygu y bydd y teler sylfaenol yn anghydnaws ag unrhyw un neu ragor o'r telerau sylfaenol na chaniateir eu haddasu (hynny yw, rhai sy'n ymgorffori'r darpariaethau sylfaenol a restrir yn is-adran (2)).

287. Bydd telerau sylfaenol contract sy'n ymgorffori is-adrannau (4) a (5) yn cyfyngu ar y ffordd y gellir amrywio telerau, fel na allant wrthdaro ag unrhyw delerau sylfaenol (oni bai bod yr amrywiad yn deillio o ddeddfwriaeth).

Section 107 – Variation of supplementary and additional terms

282. If this section is incorporated as a term of a secure contract without modification, supplementary and additional terms of the contract can be varied, either by the landlord and contract-holder agreeing to do so, or by the landlord giving the contract-holder notice that such a term is to be varied. But this is subject to the restrictions on variation that will be set out in the term of the contract that incorporates section 108(4) and (5). Where the variation is by notice, the landlord must give the contract-holder a preliminary notice before the variation is to take place, providing information on the proposed variation and providing a reasonable opportunity for the contract-holder to comment. Having done so, the landlord may then issue a further notice informing the contract-holder of the variation that is to take place and when it will take effect.

Section 108 – Limitation on variation

283. The purpose of this section (together with section 103) is to ensure that the parties to a contract cannot, at any time during the life of the contract, vary the contract so as to subvert the provisions of this Act that deal with the incorporation and modification of fundamental provisions (see section 20 and 21). The paragraphs that follow summarise the effect of section 108 in greater detail but, generally, no variation will be permitted during the life of the contract that would result in the contract including terms that would not have been permitted under section 20 or 21 had they been included at the outset, or not including terms that would have been required to be included at the outset under section 20 or 21.

284. A fundamental term of a contract that incorporates this section will limit how terms of a secure contract can be varied. Fundamental terms incorporating subsections (1) and (2) will prohibit certain fundamental terms from being varied under any circumstances (unless they are varied as a result of legislation).

285. A fundamental term of a contract that incorporates subsection (3) will provide that a variation of any other fundamental term will have no effect unless, as a result of the variation, the fundamental provision which the term incorporated would still be incorporated without modification, or, in the contract-holder's opinion, the non-incorporation or incorporation with modification improves his or her position. This means that, if a term of the contract does not incorporate one of the fundamental provisions listed in subsection (2), it can be modified or left out under certain circumstances. But unless the contract-holder is of the opinion that the modification (or removal) improves his or her position, only very limited changes are likely to be permissible.

286. Similarly, a variation will be of no effect if it would mean that the fundamental term would be incompatible with any of the fundamental terms that cannot be varied (that is, ones that incorporate the fundamental provisions listed in subsection (2)).

287. Fundamental terms of a contract that incorporate subsections (4) and (5) will limit the way terms can be varied, so that they cannot conflict with any fundamental terms (unless the variation results from legislation).

288. Er mwyn sicrhau na ellir addasu'r gallu i amrywio telerau, mae'r adran hon ei hun yn ddarpariaeth sylfaenol y mae'n rhaid ei hymgorffori mewn contractau diogel heb ei haddasu.

Adran 109 - Datganiad amrywio ysgrifenedig

289. Pan fo'r adran hon wedi ei hymgorffori heb ei haddasu, os yw amrywiad wedi ei wneud yn unol â'r contract, neu o ganlyniad i ddeddfwriaeth, rhaid i'r landlord naill ai ddarparu ddatganiad ysgrifenedig o'r telerau a amrywiwyd neu ddarparu datganiad ysgrifenedig o'r contract meddiannaeth cyfan gyda'r telerau a amrywiwyd wedi eu cynnwys ynddo. Ond ni fydd y rhwymedigaeth hon yn gymwys os yw'r landlord eisoes wedi darparu hysbysiad amrywio (o dan delerau'r contract sy'n ymgorffori adrannau 104, 105(2) i (4) neu 107(1)(b) a (2) i (6)). Rhaid darparu'r datganiad ysgrifenedig o fewn 14 diwrnod o'r dyddiad yr amrywiwyd y contract, ac ni chaiff y landlord godi ffi am ei ddarparu.

Adran 110 - Methu â darparu datganiad ysgrifenedig etc.

290. Mae landlord sy'n methu â darparu datganiad ysgrifenedig yn unol ag un o delerau'r contract sy'n ymgorffori adran 109 yn atebol o dan adran 87 i dalu tâl digolledu i ddeiliad y contract. Mae'r adran hon hefyd yn darparu bod llog yn cronni ar y tâl digolledu os yw'r landlord yn methu â darparu'r datganiad.

PENNOD 3 - CYD-DDEILIAID CONTRACT: TYNNU'N ÔL

Adran 111 - Tynnu'n ôl

291. Pan fo'r adran hon wedi ei hymgorffori fel un o delerau contract diogel heb ei haddasu, os oes mwy nag un deiliad contract o dan y contract meddiannaeth, caiff unrhyw un o'r deiliaid contract hynny beidio â bod yn barti i'r contract, heb ddirwyn y contract i ben.
292. Yn yr amgylchiadau hynny, rhaid i ddeiliaid contract sy'n bwriadu gadael y contract diogel ddarparu 'hysbysiad tynnu'n ôl' i'r landlord, sy'n datgan ar ba ddyddiad y mae'n bwriadu peidio â bod yn barti i'r contract. Rhaid iddo hefyd ddarparu rhybudd ysgrifenedig i'r cyd-ddeiliaid contract eraill o'i fwriad i adael y contract, ynghyd â chopi o'r hysbysiad tynnu'n ôl, yr un pryd ag y rhoddir yr hysbysiad i'r landlord. Fel diogelwch ychwanegol, rhaid i'r landlord hefyd ddarparu rhybudd ysgrifenedig a chopi o'r hysbysiad i'r cyd-ddeiliaid contract eraill.
293. O dan deler yn y contract sy'n ymgorffori'r ddarpariaeth hon heb ei haddasu, os yw cyd-ddeiliad contract, yn hytrach na darparu hysbysiad tynnu'n ôl o dan yr adran hon, yn rhoi hysbysiad o dan deler yn y contract sy'n ymgorffori adran 163 (hysbysiad deiliad y contract i derfynu'r contract), mae'r hysbysiad hwnnw'n cael yr un effaith â hysbysiad tynnu'n ôl.

Adran 112 - Tynnu'n ôl: pŵer i ragnodi terfynau amser

294. Mae'r adran hon yn rhoi dyletswydd ar Weinidogion Cymru i ragnodi, at ddiben adran 111, gyfnod lleiaf o rybudd ar gyfer tynnu'n ôl o gontract cyd-feddiannaeth.

288. To ensure that the ability to vary terms cannot be altered, this section is itself a fundamental provision which must be incorporated into occupation contracts without modification.

Section 109 – Written statement of variation

289. Where this section is incorporated without modification, if a variation has been made in accordance with the contract, or as a result of legislation, the landlord must either provide a written statement of the terms varied or provide a written statement of the whole occupation contract with the varied terms included. But this obligation won't apply if the landlord has already provided a notice of variation (under terms of the contract that incorporate sections 104, 105(2) to (4) or 107(1)(b) and (2) to (6)). The written statement must be provided within 14 days of the date on which the contract was varied, and the landlord cannot charge a fee for providing it.

Section 110 – Failure to provide written statement etc.

290. A landlord who fails to provide a written statement in accordance with a term of the contract that incorporates section 109 is liable to pay the contract-holder compensation under section 87. This section also provides that interest accrues on the compensation if the landlord fails to provide the statement.

CHAPTER 3 - JOINT CONTRACT-HOLDERS: WITHDRAWAL

Section 111 – Withdrawal

291. Where this section is incorporated as a term of a secure contract without modification, if there is more than one contract-holder under the occupation contract, any of those contract-holders may cease to be a party to the contract without bringing the contract to an end.
292. In those circumstances, a contract-holder who intends to leave the secure contract must provide the landlord with a 'withdrawal notice', stating the date on which they intend to cease being a party to the contract. They must also provide the other joint contract-holders with a written warning of their intention to leave the contract and a copy of the withdrawal notice at the same time as they give the notice to the landlord. As additional protection, the landlord must also provide the other contract-holders with a written warning and a copy of the notice.
293. Under a term of the contract that incorporates this provision without modification if, instead of providing a withdrawal notice under this section, a joint contract-holder gives a notice under a term of the contract that incorporates section 163 (contract-holder's notice to end contract), that notice has the same effect as a withdrawal notice.

Section 112 - Withdrawal: power to prescribe time limits

294. The section places a duty on the Welsh Ministers to prescribe, for the purpose of section 111, a minimum notice period for withdrawing from a joint occupation contract.

PENNOD 4 - DELIO

295. Mae Pennod 4 yn nodi darpariaethau penodol sy'n ymwneud â delio o dan gontractau diogel sef, yn benodol, y gallu i gymryd lletywr ac i drosglwyddo'r contract i olynydd posibl.

Adran 113 - Lletywr

296. Os yw'r adran hon wedi ei hymgorffori fel un o delerau contract diogel heb ei haddasu, caiff deiliad y contract o dan gontract diogel gymryd lletywr heb gael caniatâd y landlord. Diffinnir 'lletywr' yn adran 244.

Adrannau 114 a 115 - Trosglwyddo i olynydd posibl

297. Os yw'r adran hon wedi ei hymgorffori fel un o delerau contract diogel heb ei haddasu, caiff deiliad contract o dan gontract diogel, gyda chydsyniad y landlord, drosglwyddo'r contract meddiannaeth i olynydd posibl neu, os oes mwy nag un olynydd posibl, i'r olynwyr hynny sy'n dymuno cael eu cynnwys yn y trosglwyddo. Os mai dim ond un deiliad contract sydd, mae olynydd posibl yn berson a fyddai'n gymwys i olynu i'r contract o dan adran 74 pe byddai deiliad y contract yn marw (gweler y nodyn uchod). Os oes cyd-ddeiliaid contract, mae olynydd posibl yn berson a fyddai'n gymwys i olynu i'r contract o dan adran 74 pe byddai cyd-ddeiliad contract yn marw ac mai'r person hwnnw oedd yr unig ddeiliad contract pan fu farw.

298. O dan adran 115, mae'r hyn y mae'n rhesymol i'r landlord roi sylw iddo wrth ystyried pa un ai i gydsynio i drosglwyddiad y gofynnir amdano o dan un o delerau'r contract sy'n ymgorffori adran 114, i'w benderfynu yn unol ag Atodlen 6 (gweler paragraff 11 yn arbennig). Mae paragraff 12 o Atodlen 6 yn galluogi'r landlord i'w gwneud yn amod cydsynio bod yr olynydd posibl i'w drin fel olynydd â blaenoriaeth neu olynydd wrth gefn mewn perthynas â'r contract meddiannaeth, os yw'r landlord yn ystyried mai effaith debygol cydsynio yw ymestyn yn sylweddol y cyfnod y mae'r contract meddiannaeth yn debygol o barhau mewn grym.

PENNOD 5 - CONTRACTAU SAFONOL YMDDYGIAD GWAHARDDDEDIG

Adran 116 - Gorchymyn sy'n arddodi contract safonol cyfnodol oherwydd ymddygiad gwaharddedig, ac Adran 117 - Trosi i gontract diogel

299. Mae'r adran hon yn gymwys i gontract diogel gyda landlord cymunedol neu elusen gofrestrdedig, mewn amgylchiadau pan fo deiliad contract wedi torri'r telor sy'n ymgorffori adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall).

300. Mae'r adran hon yn galluogi'r landlord, yn hytrach nag amcanu i droi allan, i wneud cais i'r llys am orchymyn sy'n dwyn y contract diogel i ben a rhoi 'contract safonol ymddygiad gwaharddedig' yn ei le, sef math o gontract safonol cyfnodol. Ni chaiff y llys wneud gorchymyn o'r fath oni fydd wedi ei fodloni bod y tor contract wedi digwydd, y byddai, fel arall, wedi gwneud gorchymyn adennill meddiant oherwydd y tor contract, y bydd y landlord yn darparu cymorth i ddeiliad y contract er mwyn rhwystro ymddygiad gwaharddedig pellach, a'i fod yn ystyried bod gwneud y gorchymyn yn rhesymol. Caiff Gweinidogion Cymru ddyroddi canllawiau ynglŷn â'r hyn y gellid ei gynnwys mewn rhaglen gymorth.

CHAPTER 4 - DEALING

295. Chapter 4 sets out specific provisions relating to dealing under secure contracts, specifically the ability to take in a lodger and to transfer the contract to a potential successor.

Section 113 - Lodgers

296. If this section is incorporated as a term of a secure contract without modification, a contract-holder under a secure contract may take in a lodger without obtaining the landlord's permission. 'Lodger' is defined in section 244.

Section 114 and 115 - Transfer to potential successor

297. If this section is incorporated as a term of a secure contract without modification, a contract-holder under the secure contract may, with the landlord's consent, transfer the occupation contract to a potential successor or, where there is more than one potential successor, to those successors who wish to be included in the transfer. If there is only one contract-holder, a potential successor is a person who would be qualified to succeed to the contract under section 74 if the contract-holder died (see note above). If there are joint contract-holders, a potential successor is a person who would be qualified to succeed to the contract under section 74 if a joint contract-holder died and, at the time of death, he or she was the only contract-holder.

298. Under section 115, what is reasonable for the landlord to take into account when considering whether to grant consent to a transfer that is requested under a term of the contract that incorporates section 114 is to be determined in accordance with Schedule 6 (and see in particular paragraph 11). Paragraph 12 of Schedule 6 enables the landlord to make it a condition of consent that, if the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, then the potential successor is to be treated as a priority successor or as a reserve successor in relation to the occupation contract.

CHAPTER 5 - PROHIBITED CONDUCT STANDARD CONTRACTS

Section 116 - Order imposing periodic standard contract because of prohibited conduct and Section 117 - Conversion to secure contract

299. This section applies to a secure contract with a community landlord or registered charity, in circumstances where a contract-holder has breached the term incorporating section 55 (anti-social behaviour and other prohibited conduct).

300. Rather than pursue eviction, this section enables the landlord to apply to a court to seek an order to end the secure contract and impose in its place a 'prohibited conduct standard contract', which is a type of periodic standard contract. The court may only make such an order where it is satisfied that the breach occurred, it would otherwise have made an order for possession because of the breach, that the landlord will provide support to the contract-holder in order to prevent further prohibited conduct, and it considers it reasonable to make the order. The Welsh Ministers may issue guidance as to what might be included in a support programme.

301. Bydd contract safonol ymddygiad gwaharddedig yn para 12 mis, y cyfeirir ato fel y 'cyfnod prawf'. Gellir ymestyn y cyfnod prawf i 18 mis (gweler Atodlen 7).
302. Ar ddiwedd y cyfnod prawf daw contract safonol ymddygiad gwaharddedig i ben a bydd contract diogel yn cymryd ei le, ac eithrio pan fo paragraff 3(9) o Atodlen 7 yn gymwys. Mae paragraff 3(9) yn gymwys os yw landlord preifat nad yw'n elusen gofrestredig yn dod yn landlord cyn i'r cyfnod prawf ddod i ben. Yn yr amgylchiadau hynny, daw'r cyfnod prawf i ben, a bydd y contract yn parhau fel contract safonol (oherwydd adran 17(3)).
303. Mae Atodlen 7 yn gwneud darpariaethau pellach mewn perthynas â chontractau safonol ymddygiad gwaharddedig. Mae'n pennu'r weithdrefn y mae'n rhaid i landlord ei dilyn i wneud cais i'r llys am orchymyn, ac yn egluro sut y penderfynir ar delerau'r contract safonol ymddygiad gwaharddedig. Mae'n gwneud darpariaethau hefyd ynglŷn â'r cyfnod prawf, a sut y gellir ei ymestyn. Gall deiliad contract ofyn i'r landlord adolygu'r penderfyniad i ymestyn y cyfnod prawf, a gall wneud cais am adolygiad pellach gan y llys sirol (os yw'r landlord yn penderfynu cadarnhau'r penderfyniad i roi'r estyniad neu'n methu â rhoi hysbysiad o ganlyniad yr adolygiad). Caiff deiliad contract hefyd, ar ôl chwe mis, wneud cais i'r llys am orchymyn i ddod â'r cyfnod prawf i ben yn gynnar.
304. Mae'r darpariaethau yn Atodlen 7 ynghylch cyfrifo'r cyfnod prawf, ymestyn y cyfnod prawf ac adolygiadau ac apelau yn debyg iawn i'r rheini a geir yn Atodlen 4 (sy'n ymdrin â chontractau safonol rhagarweiniol). Gweler y nodiadau ar y darpariaethau hynny yn Atodlen 4 uchod.

**PENNOD 6 - DARPARIAETHAU NAD YDYNT OND YN GYMWYS I
GONTRACTAU DIOGEL GYDA LANDLORDIAID CYMUNEDOL
Adran 118 - Trosglwyddo i ddeiliad contract diogel arall, ac Adran 119 -
Trosglwyddo i ddeiliad contract diogel arall: cydsyniad y landlord**

305. Os yw'r adran hon wedi ei hymgorffori fel un o delerau contract diogel heb ei haddasu, caiff deiliad contract sydd â chontract gyda landlord cymunedol, gyda chydsyniad y landlord, drosglwyddo ei gontract i ddeiliad contract arall gyda landlord cymunedol, y mae ganddo hefyd gontract diogel.
306. O dan adran 119, mae'r hyn sy'n rhesymol i'r landlord roi sylw iddo wrth ystyried a ddylid rhoi cydsyniad i'w benderfynu yn unol ag Atodlen 6 (a gweler paragraff 13 yn benodol). Pan fo'r trosglwyddiad yn rhan o gyfres ehangach o drosglwyddiadau, mae paragraff 14 o Atodlen 6 yn galluogi'r landlord i osod amod ar ei gydsyniad, sef bod pob trosglwyddiad arall yn y gyfres honno yn digwydd hefyd. Yn ogystal, os yw'r person y trosglwyddir y contract iddo yn olynedd â blaenoriaeth neu'n olynedd wrth gefn mewn perthynas â'i gontract presennol (gweler y nodiadau ar adrannau 74 i 77 uchod), caiff y landlord osod amod i'r perwyl bod y person hwnnw'n cael ei drin fel olynedd o'r math hwnnw o dan y contract a drosglwyddir iddo.

301. A prohibited conduct standard contract will last for 12 months, referred to as the 'probation period'. The probation period can be extended to 18 months (see Schedule 7).
302. At the end of the probationary period a prohibited conduct standard contract ends and is replaced by a secure contract, except where paragraph 3(9) of Schedule 7 applies. Paragraph 3(9) applies if a private landlord that is not a registered charity becomes the landlord before the end of the probation period. In those circumstances, the probation period will end, and the contract will continue as a standard contract (because of section 17(3)).
303. Schedule 7 makes further provisions relating to prohibited conduct standard contracts. The schedule sets out the procedure a landlord must follow to make an application for an order to the court, and explains how the terms of the prohibited conduct standard contract are determined. It also makes provisions regarding the probation period and how it can be extended. A contract-holder can ask the landlord to review the decision to extend the probation period, and can apply for a further review by the county court (if the landlord decides to confirm the decision to give the extension or fails to give a notice of the outcome of the review). A contract-holder may also, after six months, apply to the court for an order to end the probation period early.
304. The provisions in Schedule 7 about working out the probation period, about extending the probation period and about reviews and appeals are very similar to those in Schedule 4 (which deal with introductory standard contracts). See the notes on those provisions in Schedule 4 above.

CHAPTER 6 - PROVISIONS APPLYING ONLY TO SECURE CONTRACTS WITH COMMUNITY LANDLORDS

Section 118 - Transfer to another secure contract-holder and Section 119 - Transfer to another secure contract-holder: landlord's consent

305. If this section is incorporated as a term of a secure contract without modification, a contract-holder who has a contract with a community landlord may, with the landlord's consent, transfer their contract to another contract-holder of a community landlord who also has a secure contract.
306. Under section 119, what is reasonable for the landlord to take into account when considering whether to grant consent is to be determined in accordance with Schedule 6 (and see in particular paragraph 13). Paragraphs 14 of Schedule 6 enable the landlord to make it a condition of consent that, if the transfer is part of a wider series of transfers, it will only be granted if all the other transfers in that series take place. The landlord may also make it a condition that, if the person to whom the contract is being transferred is a priority or reserve successor in relation to his or her existing contract (see notes on sections 74 to 77 above), he or she will be treated as a successor of that kind under the contract transferred to him or her.

**RHAN 6 - DARPARIAETHAU NAD YDYNT OND YN GYMWYS I
GONTRACTAU SAFONOL CYFNODOL
PENNOD 1**

Adran 120 – Trosolwg o'r Rhan

307. Mae adran 120 yn darparu trosolwg o Ran 6.

PENNOD 2 – GWAHARDD AM GYFNODAU PENODEDIG

Adran 121 – Gwahardd deiliad contract o anedd am gyfnodau penodedig

308. Caiff contract safonol cyfnodol bennu cyfnodau pan na chaiff deiliad y contract feddiannu'r eiddo. Bydd hyn yn arbennig o ddefnyddiol mewn perthynas â mathau penodol o ddeiliaid contract a mathau penodol o landlordiaid. Er enghraifft, mewn perthynas â deiliaid contract sy'n fyfyrwyr, gan fod llety myfyrwyr yn aml yn cael ei ddefnyddio at ddibenion eraill yn ystod cyfnodau gwyliau.

PENNOD 3 - AMRYWIO CONTRACTAU

Adran 122 - Amrywio

309. Pan fo un o delerau contract safonol cyfnodol yn ymgorffori'r adran hon heb ei haddasu bydd yn darparu mai dim ond yn unol â thelerau sy'n ymgorffori adrannau 123 i 127 y caniateir amrywio'r contract, neu o ganlyniad i ddeddfwriaeth a wneir gan Gynulliad Cenedlaethol Cymru neu'r Senedd. Mae'r dull yn debyg i'r dull ar gyfer contractau diogel (gweler adran 103). Mae'r adran hon yn ddarpariaeth sylfaenol, ac mae adran 122(1)(b) a (2) yn ddarpariaethau sylfaenol y mae'n rhaid ei hymgorffori heb eu haddasu.

Adran 123 – Amrywio'r rhent ac Adran 124 – Amrywio cydnabyddiaeth arall

310. Mae'r naill a'r llall o'r adrannau hyn yn ddarpariaethau sylfaenol, sydd i'w hymgorffori fel telerau sylfaenol contract safonol cyfnodol os yw rhent neu gydnabyddiaeth arall yn daladwy (er y gellir eu hepgor neu eu haddasu yn unol ag adran 20). Bydd telerau sy'n ymgorffori'r adrannau hyn heb eu haddasu yn pennu sut y caniateir amrywio telerau'r contract mewn perthynas â rhent neu gydnabyddiaeth arall (sef telerau sy'n ymwneud â materion allweddol). Rhaid i ddeiliad y contract o dan gontract safonol cyfnodol gael dau fis o rybudd o unrhyw newid yn swm y rhent neu gydnabyddiaeth arall sy'n daladwy. Mae'r darpariaethau yn caniatáu amrywio yn flynyddol.

Adran 125 – Amrywio telerau eraill

311. Os yw'r adran hon wedi ei hymgorffori fel un o delerau contract safonol cyfnodol heb ei haddasu, yn ddarostyngedig i'r cyfyngiadau a bennir yn un o delerau'r contract sy'n ymgorffori adran 127, caniateir amrywio'r telerau sylfaenol, atodol ac ychwanegol mewn contract safonol cyfnodol, naill ai drwy gytundeb rhwng y landlord a deiliad y contract, neu os yw'r contract yn ymgorffori adran 126 a 173 (hysbysiad y landlord i derfynu contract), wrth i'r landlord roi hysbysiad i ddeiliad y contract.

Adran 126 - Amrywio telerau eraill gan y landlord: y weithdrefn hysbysu

312. Os yw un o delerau contract safonol cyfnodol yn ymgorffori adran 126 heb ei haddasu, caiff landlord amrywio un o delerau contract heb gytundeb deiliad y contract (yn ddarostyngedig i'r cyfyngiadau a nodir yn nheler y contract sy'n ymgorffori adran 127). Dylid darllen yr adran hon ar y cyd ag adrannau 173 i 180.

PART 6 - PROVISIONS APPLYING ONLY TO PERIODIC STANDARD CONTRACTS

CHAPTER 1

Section 120 – Overview of Part

307. Section 120 provides an overview of Part 6.

CHAPTER 2 – EXCLUSION FOR SPECIFIC PERIODS

Section 121 – Exclusion of contract-holder from dwelling for specific periods

308. A periodic standard contract may specify periods when the contract-holder cannot occupy the property. This will be particularly useful in relation to certain kinds of contract-holder and certain kinds of landlord. For example, in relation to contract-holders who are students, as student accommodation is often used for alternative purposes during vacation periods.

CHAPTER 3 – VARIATION OF CONTRACTS

Section 122 – Variation

309. Where a term of a periodic standard contract incorporates this section without modification it will provide that the contract may only be varied in accordance with terms that incorporate sections 123 to 127 or as a consequence of legislation made by the National Assembly for Wales or Parliament. The approach is similar to the approach for secure contracts (see section 103). This section is a fundamental provision, and section 122(1)(b) and (2) are fundamental provisions which must be incorporated without modification.

Section 123 – Variation of rent and Section 124 – Variation of other consideration

310. Both of these sections are fundamental provisions, to be incorporated as fundamental terms of a periodic standard contract if either rent or other consideration is payable (though they can be left out or modified in accordance with section 20). Terms that incorporate these sections without modifications will set out how the terms of the contract as to rent or other consideration (which are terms relating to key matters) may be varied. The contract-holder under a periodic standard contract must be given two months' notice of any change in the amount of rent or other consideration payable. The provisions allow for annual variation.

Section 125 – Variation of other terms

311. If this section is incorporated as a term of a periodic standard contract without modification, subject to the restrictions set out in a term of the contract that incorporates section 127, the fundamental, supplementary and additional terms of a periodic standard contract may be varied by agreement between the landlord and the contract-holder or, if the contract incorporates section 126 and 173 (landlord's notice to end contract), by the landlord giving the contract-holder notice.

Section 126 – Variation by landlord of other terms: notice procedure

312. If a term of a periodic standard contract incorporates section 126 without modification, a landlord may vary a term of the contract without the agreement of the contract-holder (subject to the limitations set out in a term of the contract that incorporates section 127). This section should be read together with sections 173 to 180.

313. Er mwyn amrywio un o delerau'r contract heb gytundeb deiliad y contract, rhaid i'r landlord ddarparu hysbysiad i ddeiliad y contract, sy'n rhoi manylion yr amrywiad arfaethedig, o leiaf ddau fis cyn i'r amrywiad gael effaith. Rhaid i'r hysbysiad ddatgan hefyd ei fod yn gweithredu fel hysbysiad o dan y teler yn y contract sy'n ymgorffori adran 173 (hysbysiad y landlord i derfynu contract). Os nad yw deiliad y contract yn rhoi ei gydsyniad ysgrifenedig i'r amrywiad cyn yr amser y mae i gael effaith, caiff y landlord geisio adennill meddiant o'r eiddo o dan deler o'r contract sy'n ymgorffori adran 173 (hysbysiad y landlord).
314. Os yw un o delerau sylfaenol y contract yn ymgorffori is-adran (5) ac adran 173, yna cyn belled â bod y landlord wedi cydymffurfio â'r gofynion ar gyfer rhoi hysbysiad amrywio, mae i'w drin fel pe bai wedi rhoi'r hysbysiad gofynnol o dal y teler yn y contract sy'n ymgorffori adran 173 (hysbysiad y landlord).
315. Os yw'r adran hon wedi ei hymgorffori heb ei haddasu, bydd y landlord wedi ei atal rhag rhoi'r hysbysiad (yn hysbysu deiliad y contract y bydd y landlord yn gwneud hawliad meddiant oni bai ei fod yn cydsynio i amrywiad) o fewn pedwar mis cyntaf meddiannaeth. Effaith hyn yw atal unrhyw hysbysiad rhag cael effaith fel hysbysiad landlord yn ceisio meddiant (gweler adran 173) o fewn chwe mis cyntaf meddiannaeth.
316. Yn yr un modd, ni chaiff landlord roi'r hysbysiad amrywio os caiff ei atal rhag rhoi hysbysiad o dan un o delerau'r contract sy'n ymgorffori adran 173 am nad yw wedi cydymffurfio â thelerau sy'n ymgorffori adrannau 175 a 176. Mae hyn yn sicrhau na chaiff landlord ddefnyddio hysbysiad amrywio fel ffordd o derfynu'r contract pan fo'r landlord wedi ei atal rhag rhoi hysbysiad landlord i derfynu'r contract.

Adran 127 - Cyfyngiad ar amrywio

317. Diben adran 127, ynghyd ag adran 122, yw sicrhau na all y partïon i gontract safonol cyfnodol, ar unrhyw adeg yn ystod oes y contract, amrywio'r contract er mwyn tanseilio darpariaethau'r Ddeddf hon sy'n ymdrin ag ymgorffori ac addasu darpariaethau sylfaenol (gweler adrannau 20 a 21). Mae'r paragraffau sy'n dilyn yn crynhoi effaith adran 127 yn fanylach ond yn gyffredinol, ni chaniateir unrhyw amrywiad yn ystod oes y contract a fyddai'n golygu bod y contract yn cynnwys telerau na fyddent wedi eu caniatáu o dan adrannau 20 neu 21 pe byddent wedi eu cynnwys o'r cychwyn, neu at beidio â chynnwys telerau y byddai wedi bod yn ofynnol eu cynnwys o'r cychwyn o dan adrannau 20 neu 21.
318. Bydd un o delerau sylfaenol contract sy'n ymgorffori'r adran hon yn cyfyngu ar y modd y gellir amrywio telerau contractau safonol cyfnodol (yn yr un ffordd ag y mae teler sy'n ymgorffori adran 108 yn cyfyngu ar y modd y gellir amrywio telerau contractau diogel). Bydd telerau sylfaenol sy'n ymgorffori is-adrannau (1) a (2) yn gwahardd amrywio telerau sylfaenol penodol o dan unrhyw amgylchiadau (oni bai eu bod yn cael eu hamrywio o ganlyniad i ddeddfwriaeth).

313. In order to vary a term of the contract without the contract-holder's agreement, the landlord must provide the contract-holder with a notice detailing the proposed variation at least two months before the variation takes effect. The notice must also state that it serves as a notice under the term of the contract that incorporates section 173 (landlord's notice to end contract). If the contract-holder does not give written consent to the variation before it is due to take effect, the landlord may seek possession of the property under a term of the contract that incorporates section 173 (landlord's notice).
314. If a fundamental term of the contract incorporates subsection (5) and section 173 then, so long as the landlord has complied with the requirements for giving a notice of variation, he or she is to be treated as having given the required notice under the term of the contract that incorporates section 173 (landlord's notice ground for seeking possession).
315. If this section is incorporated without modification, the landlord will be prevented from giving the notice (informing the contract-holder that unless they consent to a variation, the landlord will make a possession claim) within the first four months of occupancy. This has the effect of preventing any notice taking effect as a landlord's notice seeking possession (see section 173) within the first six months of occupancy.
316. Similarly, a landlord may not give the notice of variation if he or she is prevented from giving a notice under a term of the contract that incorporates section 173 due to not complying with terms that incorporate sections 175 and 176. This ensures that a landlord cannot use a notice of variation as a means of ending the contract when the landlord is prevented from giving a landlord's notice to end the contract.

Section 127 - Limitation on variation

317. The purpose of section 127, together with section 122, is to ensure that the parties to a periodic standard contract cannot, at any time during the life of the contract, vary the contract so as to subvert the provisions of this Act that deal with the incorporation and modification of fundamental provisions (see section 20 and 21). The paragraphs that follow summarise the effect of section 127 in greater detail but, generally, no variation will be permitted during the life of the contract that would result in the contract including terms that would not have been permitted under section 20 or 21 had they been included at the outset, or not including terms that would have been required to be included at the outset under section 20 or 21.
318. A fundamental term of a contract that incorporates this section will limit how terms of periodic standard contracts can be varied (in the same way as a term incorporating section 108 limits how terms of secure contracts can be varied). Fundamental terms incorporating subsections (1) and (2) will prohibit certain fundamental terms from being varied under any circumstances (unless they are varied as a result of legislation).

319. Bydd un o delerau sylfaenol contract sy'n ymgorffori is-adran (3) yn darparu na fydd amrywiad o unrhyw deler sylfaenol arall yn cael unrhyw effaith oni bai y bydd yr amrywiad sylfaenol yr oedd y teler yn ei ymgorffori, o ganlyniad i'r amrywiad, yn dal i gael ei ymgorffori heb ei addasu, neu y byddai peidio â'i ymgorffori neu ei ymgorffori gydag addasiad iddo, ym marn deiliad y contract, yn gwella ei sefyllfa. Mae hyn yn golygu, os nad yw un o delerau'r contract yn ymgorffori un o'r darpariaethau sylfaenol a restrir yn is-adran (2), y gellir ei addasu neu ei hepgor mewn amgylchiadau penodol. Ond oni bai bod deiliad y contract o'r farn fod yr addasiad (neu'r hepgoriad) yn gwella ei sefyllfa, mae'n debyg mai dim ond newidiadau cyfyngedig iawn a ganiateir.
320. Yn yr un modd, ni fyddai amrywiad yn cael unrhyw effaith pe byddai'n golygu y byddai'r teler sylfaenol yn anghydnaws ag unrhyw un neu ragor o'r telerau sylfaenol na ellir eu hamrywio (hynny yw, rhai sy'n ymgorffori'r darpariaethau sylfaenol a restrir yn is-adran (2)).
321. Bydd telerau sylfaenol contract sy'n ymgorffori is-adrannau (4) a (5) yn cyfyngu ar y ffordd y gellir amrywio telerau fel na allant wrthdaro ag unrhyw delerau sylfaenol (oni bai bod yr amrywiad yn deillio o ddeddfwriaeth).
322. Er mwyn sicrhau na ellir addasu'r cyfyngiad ar amrywio telerau, mae'r adran hon ei hun yn ddarpariaeth sylfaenol y mae'n rhaid ei hymgorffori mewn contractau meddiannaeth heb ei haddasu.

Adran 128 - Datganiad ysgrifenedig o amrywiad

323. Pan fo'r adran hon wedi ei hymgorffori heb ei haddasu, os gwnaed amrywiad yn unol â'r contract, neu o ganlyniad i ddeddfwriaeth, rhaid i'r landlord naill ai ddarparu datganiad ysgrifenedig o'r telerau a amrywiwyd neu ddatganiad ysgrifenedig o'r contract meddiannaeth cyfan gyda'r telerau a amrywiwyd wedi eu cynnwys ynddo. Ond ni fydd y rhwymedigaeth hon yn gymwys os yw'r landlord eisoes wedi darparu hysbysiad amrywio (o dan delerau'r contract sy'n ymgorffori adrannau 123, 124(2) i (4) neu 126(1)(b) a (2) i (6)). Rhaid darparu'r datganiad ysgrifenedig o fewn 14 diwrnod o'r dyddiad yr amrywiwyd y contract, ac ni chaiff y landlord godi ffi am ei ddarparu.

Adran 129 - Methu â darparu datganiad ysgrifenedig etc.

324. Mae landlord sy'n methu â darparu datganiad ysgrifenedig yn unol ag un o delerau'r contract sy'n ymgorffori ag adran 128 yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87. Mae'r adran hon hefyd yn darparu y bydd llog yn cronni ar y tâl digolledu os bydd y landlord yn methu â darparu'r datganiad.

PENNOD 4 - CYD-DDEILIAID CONTRACT: TYNNU'N ÔL

Adran 130 - Tynnu'n ôl

325. Pan fo'r adran hon wedi ei hymgorffori fel un o delerau contract safonol cyfnodol heb ei haddasu, os oes mwy nag un deiliad contract o dan y contract meddiannaeth, gall unrhyw un o'r deiliaid contract hynny roi'r gorau i fod yn barti i'r contract, heb ddwyn y contract i ben.

319. A fundamental term of a contract that incorporates subsection (3) will provide that a variation of any other fundamental term will have no effect unless, as a result of the variation, the fundamental provision which the term incorporated would still be incorporated without modification or, in the contract-holder's opinion, the non-incorporation or incorporation with modification improves his or her position. This means that, if a term of the contract does not incorporate one of the fundamental provisions listed in subsection (2), it can be modified or left out under certain circumstances. But unless the contract-holder is of the opinion that the modification (or removal) improves his or her position, only very limited changes are likely to be permissible.
320. Similarly, a variation will be of no effect if it would mean that the fundamental term would be incompatible with any of the fundamental terms that cannot be varied (that is, ones that incorporate the fundamental provisions listed in subsection (2)).
321. Fundamental terms of a contract that incorporate subsections (4) and (5) will limit the way terms can be varied so that they cannot conflict with any fundamental terms (unless the variation results from legislation).
322. To ensure that the restriction on varying terms cannot be altered, this section is itself a fundamental provision which must be incorporated into occupation contracts without modification.

Section 128 – Written statement of variation

323. Where this section is incorporated without modification, if a variation has been made in accordance with the contract, or as a result of legislation, the landlord must either provide a written statement of the terms varied or a written statement of the whole occupation contract with the varied terms included. But this obligation won't apply if the landlord has already provided a notice of variation (under terms of the contract that incorporate sections 123, 124(2) to (4) or 126(1)(b) and (2) to (6)). The written statement must be provided within 14 days of the date on which the contract was varied, and the landlord cannot charge a fee for providing it.

Section 129 – Failure to provide written statement etc.

324. A landlord who fails to provide a written statement in accordance with a term of the contract that incorporates section 128 is liable to pay the contract-holder compensation under section 87. This section also provides that interest accrues on the compensation if the landlord fails to provide the statement.

CHAPTER 4 - JOINT CONTRACT-HOLDERS: WITHDRAWAL

Section 130 – Withdrawal

325. Where this section is incorporated as a term of a periodic standard contract without modification, if there is more than one contract-holder under the occupation contract, any of those contract-holders may cease to be a party to the contract without bringing the contract to an end.

326. Yn yr amgylchiadau hynny, rhaid i ddeiliaid contract sy'n bwriadu gadael y contract safonol cyfnodol roi 'hysbysiad tynnu'n ôl' i'r landlord, sy'n datgan ar ba ddyddiad y mae'n bwriadu peidio â bod yn barti i'r contract. Rhaid iddo hefyd ddarparu rhybudd ysgrifenedig i'r cyd-ddeiliaid contract eraill o'i fwriad i adael y contract, ynghyd â chopi o'r hysbysiad tynnu'n ôl, yr un pryd ag y mae'n rhoi'r hysbysiad i'r landlord. Fel diogelwch ychwanegol, rhaid i'r landlord hefyd ddarparu rhybudd ysgrifenedig a chopi o'r hysbysiad i'r cyd-ddeiliaid contract eraill.
327. O dan un o delerau'r contract sy'n ymgorffori'r ddarpariaeth hon heb ei haddasu, os yw cyd-ddeiliad contract, yn hytrach na darparu hysbysiad tynnu'n ôl o dan yr adran hon, yn rhoi hysbysiad o dan un o delerau'r contract sy'n ymgorffori adran 168 (hysbysiad deiliad contract i derfynu'r contract), bydd yr hysbysiad hwnnw'n cael yr un effaith â hysbysiad tynnu'n ôl.

Adran 131 - Tynnu'n ôl: y pŵer i ragnodi terfynau amser

328. Mae'r adran hon yn rhoi dyletswydd ar Weinidogion Cymru i ragnodi, at ddibenion adran 130, gyfnod lleiaf o rybudd ar gyfer tynnu'n ôl o gontract cyd-feddiannaeth.

**RHAN 7 - DARPARIAETHAU NAD YDYNT OND YN GYMWYS I
GONTRACTAU SAFONOL CYFNOD PENODOL**

PENNOD 1

Adran 132 - Trosolwg o'r Rhan

329. Mae adrannau 133 i 138 yn ymdrin â materion sy'n ymwneud â chontractau safonol cyfnod penodol.

PENNOD 2 - GWAHARDD AM GYFNODAU PENODEDIG

Adran 133 - Gwahardd deiliad contract o annedd am gyfnodau penodedig

330. Caiff contract safonol cyfnod penodol bennu cyfnodau pan na chaiff deiliad y contract feddiannu'r annedd fel cartref. Bydd hyn yn arbennig o ddefnyddiol mewn perthynas â mathau penodol o ddeiliaid contract a mathau penodol o landlordiaid. Er enghraifft, mewn perthynas â deiliaid contract sy'n fyfyrwyr, gan fod llety myfyrwyr yn aml yn cael ei ddefnyddio at ddibenion eraill yn ystod cyfnodau gwyliau.

PENNOD 3 - AMRYWIO CONTRACTAU

Adrannau 134 a 135 - Amrywio a Chyfyngiad ar amrywio

331. Diben yr adrannau hyn yw sicrhau na all y partiion i gontract safonol cyfnod penodol, ar unrhyw adeg yn ystod oes y contract, amrywio'r contract fel ei fod yn tanseilio darpariaethau'r Ddeddf hon sy'n ymdrin ag ymgorffori ac addasu darpariaethau sylfaenol (gweler adrannau 20 a 21). Mae'r paragraffau sy'n dilyn yn crynhoi effaith yr adrannau yn fanylach ond ar y cyfan, ni chaniateir unrhyw amrywiad yn ystod oes y contract a fyddai'n golygu bod y contract yn cynnwys telerau na fyddent wedi eu caniatáu o dan adran 20 neu adran 21 pe byddent wedi eu cynnwys o'r dechrau, neu'n golygu nad yw'r contract yn cynnwys telerau y byddai wedi bod yn ofynnol eu cynnwys ar y dechrau o dan adran 20 neu adran 21.

326. In those circumstances, a contract-holder who intends to leave the periodic standard contract must provide the landlord with a 'withdrawal notice', stating the date on which they intend to cease being a party to the contract. They must also provide the other joint contract-holders with a written warning of their intention to leave the contract and a copy of the withdrawal notice at the same time as they give the notice to the landlord. As additional protection, the landlord must also provide the other contract-holders with a written warning and a copy of the notice.
327. Under a term of the contract that incorporates this provision without modification, if, instead of providing a withdrawal notice under this section, a joint contract-holder gives a notice under a term of the contract that incorporates section 168 (contract-holder's notice to end contract), that notice has the same effect as a withdrawal notice.

Section 131 - Withdrawal: power to prescribe time limits

328. The section places a duty on the Welsh Ministers to prescribe, for the purpose of section 130, a minimum notice period for withdrawing from a joint occupation contract.

PART 7 - PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS

CHAPTER 1

Section 132 - Overview of Part

329. Sections 133 to 138 deal with matters relating to fixed term standard contracts.

CHAPTER 2 - EXCLUSION FOR SPECIFIED PERIODS

Section 133 - Exclusion of contract-holder from dwelling for specified periods

330. A fixed term standard contract may specify periods when the contract-holder cannot occupy the dwelling as a home. This will be particularly useful in relation to certain kinds of contract-holder and certain kinds of landlord. For example, in relation to contract-holders who are students, as student accommodation is often used for alternative purposes during vacation periods.

CHAPTER 3 - VARIATION OF CONTRACTS

Section 134 and 135 - Variation and Limitation on variation

331. The purpose of these sections is to ensure that the parties to a fixed term standard contract cannot, at any time during the life of the contract, vary the contract so as to subvert the provisions of this Act that deal with the incorporation and modification of fundamental provisions (see section 20 and 21). The paragraphs that follow summarise the effect of the sections in greater detail but, generally, no variation will be permitted during the life of the contract that would result in the contract including terms that would not have been permitted under section 20 or 21 had they been included at the outset, or not including terms that would have been required to be included at the outset under section 20 or 21.

332. Pan fo un o delerau contract safonol cyfnod penodol yn ymgorffori adran 134 heb ei haddasu, bydd yn darparu mai dim ond drwy gytundeb rhwng y landlord a deiliad y contract y caniateir amrywio'r contract, neu o ganlyniad i ddeddfwriaeth a wneir gan Gynulliad Cenedlaethol Cymru neu'r Senedd. Unwaith eto, mae'r dull yn debyg i honno ar gyfer contractau diogel a chontractau safonol cyfnodol (gweler adrannau 103 a 122). Rhaid gwneud unrhyw amrywiad yn unol â'r teler yn y contract sy'n ymgorffori adran 135. Mae adran 134 yn ddarpariaeth sylfaenol, ac mae adran 134(1)(b) a (2) yn ddarpariaethau sylfaenol y mae'n rhaid eu hymgorffori heb eu haddasu.

Adran 135 – Cyfyngiad ar amrywio

333. Bydd un o delerau sylfaenol contract sy'n ymgorffori'r adran hon yn cyfyngu ar y modd y gellir amrywio telerau contractau safonol cyfnod penodol (yn yr un modd ag y mae telerau sy'n ymgorffori adrannau 108 a 127 yn cyfyngu ar y modd y gellir amrywio contractau diogel a chontractau safonol cyfnodol).
334. Bydd telerau sylfaenol sy'n ymgorffori is-adrannau (1) a (2) yn gwahardd amrywio telerau sylfaenol penodol o dan unrhyw amgylchiadau (oni bai eu bod yn cael eu hamrywio o ganlyniad i ddeddfwriaeth).
335. Bydd un o delerau sylfaenol contract sy'n ymgorffori is-adran (3) yn darparu na fydd amrywiad o unrhyw deler sylfaenol arall yn cael unrhyw effaith oni bai, o ganlyniad i'r amrywiad, y byddai'r ddarpariaeth sylfaenol yr oedd y teler yn ei hymgorffori yn dal i gael ei hymgorffori heb ei haddasu, neu bod peidio â'i hymgorffori neu ei hymgorffori ynghyd ag addasiadau, ym marn deiliad y contract, yn gwella ei sefyllfa. Mae hyn yn golygu, os nad yw un o delerau'r contract yn ymgorffori un o'r darpariaethau sylfaenol a restrir yn is-adran (2), y gellir ei addasu neu ei hepgor o dan amgylchiadau penodol. Ond oni bai bod deiliad y contract o'r farn fod yr addasiad (neu'r hepgoriad) yn gwella ei sefyllfa, mae'n debyg mai dim ond newidiadau cyfyngedig iawn a ganiateir.
336. Yn yr un modd, ni fydd amrywiad yn cael unrhyw effaith os bydd yn golygu y byddai'r teler sylfaenol yn anghydnaws ag unrhyw un neu ragor o'r telerau sylfaenol na ellir eu hamrywio (hynny yw, rhai sy'n ymgorffori'r darpariaethau sylfaenol a restrir yn is-adran (2)).
337. Bydd telerau sylfaenol contract sy'n ymgorffori is-adrannau (4) a (5) yn cyfyngu ar y modd y gellir amrywio telerau fel na allant wrthdaro ag unrhyw delerau sylfaenol (oni bai bod yr amrywiad yn deillio o ddeddfwriaeth).
338. Er mwyn sicrhau na ellir addasu'r cyfyngiad ar amrywio telerau, mae'r adran hon ei hun yn ddarpariaeth sylfaenol y mae'n rhaid ei hymgorffori mewn contractau meddiannaeth heb ei haddasu.

332. Where a term of a fixed term standard contract incorporates section 134 without modification, it will provide that the contract may only be varied by agreement between the landlord and the contract-holder or as a consequence of legislation made by the National Assembly for Wales or Parliament. Again, the approach is similar to that for secure contracts and periodic standard contracts (see sections 103 and 122). Any variations must be made in accordance with the term of the contract that incorporates section 135. Section 134 is a fundamental provision, and section 134(1)(b) and (2) are fundamental provisions which must be incorporated without modification.

Section 135 - Limitation on variation

333. A fundamental term of a contract that incorporates this section will limit how terms of fixed term standard contracts can be varied (in the same way as terms that incorporate section 108 and 127 limit how secure and periodic standard contracts can be varied).
334. Fundamental terms incorporating subsections (1) and (2) will prohibit certain fundamental terms from being varied under any circumstances (unless they are varied as a result of legislation).
335. A fundamental term of a contract that incorporates subsection (3) will provide that a variation of any other fundamental term will have no effect unless, as a result of the variation, the fundamental provision which the term incorporated would still be incorporated without modification or, in the contract-holder's opinion, the non-incorporation or incorporation with modification improves his or her position. This means that, if a term of the contract does not incorporate one of the fundamental provisions listed in subsection (2), it can be modified or left out under certain circumstances. But unless the contract-holder is of the opinion that the modification (or removal) improves his or her position, only very limited changes are likely to be permissible.
336. Similarly, a variation will be of no effect if it would mean that the fundamental term would be incompatible with any of the fundamental terms that cannot be varied (that is, ones that incorporate the fundamental provisions listed in subsection (2)).
337. Fundamental terms of a contract that incorporate subsections (4) and (5) will limit the way terms can be varied so that they cannot conflict with any fundamental terms (unless the variation results from legislation).
338. To ensure that the restriction on varying terms cannot be altered, this section is itself a fundamental provision which must be incorporated into occupation contracts without modification.

Adran 136 - Datganiad ysgrifenedig o amrywiad

339. Pan fo'r adran hon wedi ei hymgorffori heb ei haddasu, os gwnaed amrywiad yn unol â'r contract, neu o ganlyniad i ddeddfwriaeth, rhaid i'r landlord naill ai ddarparu ddatganiad ysgrifenedig o'r telerau a amrywiwyd neu ddarparu datganiad ysgrifenedig o'r contract meddiannaeth cyfan, gyda'r telerau a amrywiwyd wedi eu cynnwys ynddo. Rhaid darparu hyn o fewn 14 diwrnod o'r dyddiad yr amrywiwyd y contract, ac ni chaiff y landlord godi ffi am ei ddarparu.

Adran 137 - Methu â darparu datganiad ysgrifenedig etc.

340. Mae landlord sy'n methu â darparu datganiad ysgrifenedig yn unol ag un o delerau'r contract sy'n ymgorffori adran 136 yn atebol i dalu tâl digolledu i ddeiliad y contract o dan adran 87. Mae'r adran hon hefyd yn darparu y bydd llog yn cronni ar y tâl digolledu os bydd y landlord yn methu â darparu'r datganiad.

PENNOD 4 - CYD-DDEILIAID CONTRACT: TYNNU'N ÔL

Adran 138 - Cyd-ddeiliad contract yn tynnu'n ôl gan ddefnyddio cymal terfynu deiliad contract

341. Gall contract safonol cyfnod penodol gynnwys cymal terfynu deiliad contract, sy'n galluogi deiliad contract i derfynu'r contract cyn diwedd y cyfnod penodol drwy roi hysbysiad (gweler adran 189). Mae'r adran hon yn darparu y caiff contract sy'n cynnwys cymal terfynu deiliad contract alluogi trin hysbysiad a roddir gan gyd-ddeiliad contract o dan y cymal terfynu fel hysbysiad tynnu'n ôl. Fodd bynnag, os gwneir hynny, rhaid i'r contract hefyd gynnwys telerau cyfwerth ag is-adrannau (4) a (5) o adrannau 111 a 130. Mae'r adrannau hyn yn gwneud darpariaeth, sy'n union yr un fath i bob pwrpas, ynghylch cyd-ddeiliaid contract yn tynnu'n ôl o gontractau diogel a chontractau safonol cyfnodol; mae'r is-adrannau o dan sylw yn ymwneud â dyletswydd y landlord i hysbysu'r cyd-ddeiliaid contract eraill fod hysbysiad tynnu'n ôl wedi ei roi, a'r foment y mae'r cyd-ddeiliad contract o dan sylw yn peidio â bod yn barti i'r contract.

PENNOD 5 - DELIO: TROSLWYDDIADAU

Adran 139 - Trosglwyddiad ar farwolaeth unig ddeiliad contract

342. Caiff contract safonol cyfnod penodol gynnwys teler sy'n darparu bod y contract, os bydd deiliad y contract yn marw, yn gallu cael ei drosglwyddo i berson arall, yng nghwrs gweinyddu ystad y deiliad contract ymadawedig. Os yw'r teler hwn wedi ei gynnwys, ni fydd yr hawl i olynu o dan adran 73 yn gymwys (fel bod y contract yn trosglwyddo fel rhan o weinyddu'r ystad, yn hytrach nag o dan y darpariaethau olynu ym Mhennod 8 o Ran 3); ac ni fydd adran 155, sy'n darparu bod y contract yn dod i ben ar farwolaeth unig ddeiliad y contract, wedi ei hymgorffori fel un o delerau'r contract.

Adran 140 - Trosglwyddiadau a orfodir

343. Caiff contract safonol cyfnod penodol gynnwys teler sy'n caniatáu i gyd-ddeiliad contract ei gwneud yn ofynnol fod y cyd-ddeiliad contract arall neu'r cyd-ddeiliaid contract eraill yn ymuno mewn trosglwyddiad o'r contract. Os yw'n gwneud hynny, mae'r adran hon yn darparu y caiff cyd-ddeiliad contract sy'n gosod gofyniad o'r fath wneud cais am orchymyn llys i orfodi'r gofyniad hwnnw.

Section 136 – Written statement of variation

339. Where this section is incorporated without modification, if a variation has been made in accordance with the contract, or as a result of legislation, the landlord must either provide a written statement of the terms varied or provide a written statement of the whole occupation contract with the varied terms included. This must be provided within 14 days of the date on which the contract was varied, and the landlord cannot charge a fee for providing it.

Section 137 – Failure to provide written statement etc.

340. A landlord who fails to provide a written statement in accordance with a term of the contract that incorporates section 136 is liable to pay the contract-holder compensation under section 87. This section also provides that interest accrues on the compensation if the landlord fails to provide the statement.

CHAPTER 4 - JOINT CONTRACT-HOLDERS: WITHDRAWAL

Section 138 – Withdrawal of joint contract-holder using contract-holder’s break clause

341. A fixed term standard contract can include a contract-holder’s break clause, which enables a contract-holder to end the contract before the end of the fixed term by giving notice (see section 189). This section provides that a contract which contains a contract-holder’s break clause may enable the notice given by a joint contract-holder under the break clause to be treated as a withdrawal notice. However, where this is the case, the contract must also include terms equivalent to subsections (4) and (5) of sections 111 and section 130. These sections make provision, which is effectively identical, about the withdrawal of joint contract-holders from secure contracts and periodic standard contracts; the subsections in question concern the duty of the landlord to inform the other joint contract-holders about the giving of a withdrawal notice, and the moment when the joint contract-holder in question ceases to be a party to the contract.

CHAPTER 5 - DEALING: TRANSFERS

Section 139 – Transfer on death of sole contract-holder

342. A fixed term standard contract may include a term which provides that, in the event of the death of the contract-holder, the contract may be transferred to another person as part of the administration of the estate of the deceased contract-holder. If this term is included, the right of succession under section 73 will not apply (so that the contract passes on as part of the administration of the estate, rather than under the succession provisions in Chapter 8 of Part 3); and section 155, which provides that the contract ends with the death of a sole contract-holder, is not incorporated as a term of the contract.

Section 140 – Forced transfers

343. A fixed term standard contract may include a term allowing a joint contract-holder to require the other joint contract-holder(s) to join in a transfer of the contract. If it does so, this section provides that a joint contract-holder who imposes such a requirement may apply for a court order to enforce that requirement.

Adran 141 – Buddiant cyd-ddeiliad contract

344. Pan fo contract safonol cyfnod penodol yn cynnwys teler sy'n caniatáu i gyd-ddeiliad contract drosglwyddo ei hawliau a'i rwymedigaethau o dan y contract i berson arall, rhaid i'r contract hefyd ddarparu, os yw deiliad y contract yn methu â rhoi hysbysiad o'r trosglwyddiad i'r cyd-ddeiliaid contract eraill, na ellir gwneud y trosglwyddiad. Rhaid i'r contract hefyd ddarparu mai dim ond â chydsyniad y cyd-ddeiliaid contract eraill y caiff y person y trosglwyddir yr hawliau a'r rhwymedigaethau iddo feddiannu'r annedd.

Adran 142 – Trosglwyddo ar farwolaeth cyd-ddeiliad contract

345. Mae'r adran hon yn gymwys pan fo contract safonol cyfnod penodol yn cynnwys teler sy'n darparu, ar farwolaeth cyd-ddeiliad contract, y caniateir trosglwyddo ei hawliau a'i rwymedigaethau o dan y contract i berson arall yng nghwrs gweinyddu ei ystad. Fel yn achos adran 141, os yw'r contract yn cynnwys teler o'r fath, rhaid i'r contract hefyd ddarparu, os yw'r cyd-ddeiliad contract yn methu â rhoi hysbysiad i'r cyd-ddeiliaid contract eraill y gwneir trosglwyddiad o'r fath ar ei farwolaeth, ni ellir gwneud y trosglwyddiad. Rhaid i'r contract ddarparu hefyd na chaiff y person y trosglwyddir yr hawliau a'r rhwymedigaethau iddo feddiannu'r annedd oni bai bod y cyd-ddeiliaid contract eraill yn cydsynio i hynny.

RHAN 8 – CONTRACTAU SAFONOL Â CHYMORTH

346. Mae Rhan 8 yn cynnwys darpariaeth ynghylch contractau safonol â chymorth. Contractau safonol yw'r rhain, i'w defnyddio mewn perthynas â llety â chymorth a ddarperir gan landlordiaid cymunedol ac elusennau cofrestredig.

Adran 143 – Contract safonol â chymorth a llety â chymorth

347. Mae'r adran hon yn diffinio 'contractau safonol â chymorth' a 'llety â chymorth'. Llety â chymorth yw llety a ddarperir gan landlord cymunedol neu elusen gofrestredig, lle y darperir gwasanaethau cymorth i ddeiliad y contract mewn cysylltiad â'r llety. Mae is-adran (4) yn diffinio 'gwasanaethau cymorth' fel rhai sy'n cynnwys cymorth i oresgyn dibyniaeth, i ddod o hyd i gyflogaeth ac i fyw'n annibynnol. Mae is-adran (5) yn diffinio 'cymorth' fel rhywbeth sy'n cynnwys cyngor a hyfforddiant.

Adran 144 – Symudedd

348. O dan yr adran hon, caiff contract safonol â chymorth gynnwys teler sy'n ymwneud â 'symudedd'. Mae hyn yn galluogi landlord i adleoli deiliad contract i annedd gwahanol o fewn yr un adeilad heb fod angen terfynu un contract a ffurfio un arall. Diben hyn yw galluogi'r landlord, er enghraifft, i leoli deiliad contract ar wahân i breswlydd arall, er mwyn osgoi anghydfod.

Section 141 – Joint contract-holder’s interest

344. Where a fixed term standard contract contains a term that allows a joint contract-holder to transfer their rights and obligations under the contract to another person, the contract must also provide that if the contract-holder fails to give notice of the transfer to the other joint contract-holders, the transfer cannot be made. The contract must also provide that the person to whom the rights and obligations are transferred may only occupy the dwelling with the consent of the other joint contract-holders.

Section 142 – Transfer on death of joint contract-holder

345. This section applies where a fixed term standard contract contains a term which provides that, in the event of the death of a joint contract-holder, his or her rights and obligations under the contract may be transferred to another person as part of the administration of his or her estate. In common with section 141, if the contract contains such a term, the contract must also provide that if the contract-holder fails to give notice to the other joint contract-holders that such a transfer will be made on his or her death, the transfer cannot be made. The contract must also provide that the person to whom the rights and obligations are transferred may only occupy the dwelling with the consent of the other joint contract-holders.

PART 8 - SUPPORTED STANDARD CONTRACTS

346. Part 8 contains provision about supported standard contracts. These contracts are standard contracts for use in relation to supported accommodation provided by community landlords and registered charities.

Section 143 – Supported standard contract and supported accommodation

347. This section defines ‘supported standard contracts’ and ‘supported accommodation’. Supported accommodation is accommodation that is provided by a community landlord or registered charity where support services are provided to the contract-holder in connection with the accommodation. Subsection (4) defines ‘support services’ as including help with overcoming addiction, with finding employment and with living independently. Subsection (5) defines ‘support’ as including advice and training.

Section 144 – Mobility

348. Under this section, a supported standard contract may include a term about ‘mobility’. This enables a landlord to relocate a contract-holder to a different dwelling within the same building without the need to end one contract and make another. This is designed to enable the landlord to, for example, locate a contract-holder away from another resident to avoid disputes.

Adran 145 – Gwahardd dros dro

349. Pŵer ychwanegol arall a ddarperir mewn perthynas â chontract safonol â chymorth yw gwahardd dros dro. Mae hyn yn caniatáu i'r landlord (gan gynnwys personau a ddynodir gan y landlord i weithredu ar ei ran) i'w gwneud yn ofynnol fod deiliad contract yn gadael yr annedd am hyd at 48 awr pan fo'r landlord yn credu'n rhesymol fod deiliad y contract wedi ymddwyn mewn ffyrdd penodol. Yr ymddygiad o dan sylw yw: defnyddio trais yn erbyn rhywun arall yn yr annedd; gwneud rhywbeth yn yr annedd sy'n creu risg sylweddol o niwed i eraill; neu ymddygiad sy'n amharu'n ddifrifol ar allu preswylwyr eraill i gael budd o'r cymorth a ddarperir.
350. Ni chaniateir gwahardd deiliad contract am fwy na 48 awr ar y tro, ac ni ellir ei wahardd fwy na theirgwaith yn ystod unrhyw gyfnod o chwe mis. Rhaid i landlord roi hysbysiad i ddeiliad y contract a waherddir, yn esbonio pam y gwneir hynny. Dylid cyflwyno'r hysbysiad ar yr adeg y mae'n ofynnol i ddeiliad y contract ymadael, neu cyn gynted ag y bo modd wedi hynny. Mae is-adran (8) yn darparu bod yr adran yn cael ei hymgorffori fel un o delerau sylfaenol pob contract safonol â chymorth.

Adran 146 – Gwahardd dros dro: canllawiau

351. Mae'r adran hon yn rhoi dyletswydd ar Weinidogion Cymru i ddyroddi canllawiau i landlordiaid wrth arfer eu swyddogaethau o dan adran 145. Rhaid i landlord roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru o dan yr adran hon.

RHAN 9 - TERFYNU ETC. CONTRACTAU MEDDIANNAETH

PENNOD 1 - TROSOLWG A DARPARIAETHAU RHAGARWEINIOL

Adran 147 – Trosolwg o'r Rhan

352. Darperir trosolwg o'r Rhan hon mewn tabl sy'n dangos y contractau meddiannaeth y mae pob pennod yn gymwys iddynt, ynghyd â chynnwys pob Pennod.

Adran 147 – Terfynu a ganiateir etc.

353. Ni chaniateir terfynu contract meddiannaeth ac eithrio'n unol â'r telerau sylfaenol sy'n ymwneud â therfynu sy'n gymwys i'r math hwnnw o gontract, neu'n unol â darpariaethau mewn deddfwriaeth arall (gan gynnwys mewn Rhannau eraill o'r Ddeddf). Nid yw hyn yn effeithio ar y posibilrwydd y gall contract gael ei ddadwneud gan y landlord neu gan ddeiliad y contract (er enghraifft, oherwydd camliwiad twyllodrus gan y landlord), na thrwy weithredu cyfraith llesteirio (er enghraifft, gosod cytundeb o'r neilltu oherwydd amgylchiadau sy'n ei gwneud yn amhosibl i gydymffurfio â'i rwymedigaethau contractiol). Mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon heb ei haddasu fel un o delerau pob contract meddiannaeth.

Adran 149 - Hawliadau meddiant ac Adran 150 - Hysbysiadau adennill meddiant

354. Mae adran 149 yn darparu na chaniateir cyflwyno hawliad meddiant (hynny yw, hawliad i'r llys gan y landlord i gael meddiant o'i eiddo) ac eithrio yn yr amgylchiadau a bennir ym Mhenodau 3 i 5 a 7. Mae adran 20 yn darparu bod rhaid ymgorffori adran 149 heb ei haddasu fel un o delerau pob contract meddiannaeth.

Section 145 – Temporary exclusion

349. A further power provided in relation to a supported standard contract is temporary exclusion. This allows the landlord (including persons designated by the landlord to act on the landlord's behalf) to require a contract-holder to leave the dwelling for up to 48 hours where the landlord reasonably believes the contract-holder has engaged in certain kinds of behaviour. The behaviour in question is: the use of violence against anyone else in the dwelling; doing something in the dwelling which creates a significant risk of harm to others; or behaviour which seriously impedes other residents' ability to benefit from the support provided.
350. A contract-holder cannot be excluded for more than 48 hours at a time and cannot be excluded more than three times in any six month period. A landlord must give notice to the contract-holder being excluded, explaining why he or she is being excluded. This notice should be given when the contract-holder is required to leave or as soon as possible afterwards. Subsection (8) provides for the section to be incorporated as a fundamental term of all supported standard contracts.

Section 146 – Temporary exclusion: guidance

351. This section places a duty upon the Welsh Ministers to issue guidance to landlords in exercising functions under section 145. A landlord must have regard to any guidance issued by the Welsh Ministers under this section.

PART 9 - TERMINATION ETC. OF OCCUPATION CONTRACTS CHAPTER 1 - OVERVIEW AND INTRODUCTORY PROVISIONS

Section 147 – Overview of Part

352. An overview of this Part is provided by a table setting out the occupation contracts to which each chapter applies, and the content of each chapter.

Section 148 – Permissible termination etc.

353. An occupation contract may only be ended in accordance with the fundamental terms relating to termination that apply to that type of contract, or in accordance with provisions in other legislation (including in other Parts of the Act). This does not affect the possibility of a contract being rescinded by the landlord or the contract-holder (for example, due to fraudulent misrepresentation by the landlord), nor the operation of the law of frustration (for example, the setting aside of a contract due to a circumstance rendering it impossible to comply with its contractual obligations). Section 20 provides that this section must be incorporated without modification as a term of all occupation contracts.

Section 149 – Possession claims and Section 150 – Possession notices

354. Section 149 provides that a possession claim (i.e. a claim made to the court by the landlord to obtain possession of their property) may only be made in the circumstances set out in Chapters 3 to 5 and 7. Section 20 provides that section 149 must be incorporated without modification as a term of all occupation contracts.

355. Rhaid i landlord sy'n dymuno gwneud hawliad meddiant ddyroddi 'hysbysiad adennill meddiant' i deiliad y contract yn gyntaf, ond nid yw'r gofyniad hwn yn gymwys—
- pan fod landlord yn rhoi hysbysiad o dal y teler o'r contract sy'n ymgorffori adran 173 (hawl y landlord i derfynu contract safonol cyfnodol dim ond drwy roi hysbysiad),
 - pan fo landlord yn rhoi hysbysiad o dan 'gymal terfynu'r landlord' mewn contract safonol cyfnod penodol (gweler adran 194), neu
 - pan fo landlord yn rhoi hysbysiad o dal y teler o'r contract sy'n ymgorffori adran 186 (hysbysiad a roddir mewn cysylltiad â diwedd cyfnod penodol contract safonol cyfnod penodol).
356. Y rheswm am hyn yw bod terfynu'r denantiaeth yn digwydd yn yr amgylchiadau uchod yn syml am fod y landlord wedi rhoi hysbysiad, ac nid am unrhyw reswm arall.
357. Bydd hysbysiad adennill meddiant yn hysbysu deiliad y contract bod y landlord yn ceisio adennill meddiant o'r annedd. Mae adran 150 yn rhoi manylion yr hyn y mae'n rhaid ei nodi; hynny yw, manylion y sail y rhoddir yr hysbysiad (sef y rheswm pam y mae'r landlord yn ceisio adennill meddiant), bwriad y landlord i wneud hawliad meddiant yn y llys, ac ar ôl pa ddyddiad y caiff y landlord wneud yr hawliad hwnnw.

Adran 151 – Contractau safonol rhagarweiniol a chontractau safonol ymddygiad gwaharddedig: hysbysiadau o dan adrannau 173 a 181

358. Mewn perthynas â chontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig, rhaid i hysbysiad a roddir gan landlord o dan y teler o'r contract sy'n ymgorffori adran 173 (hysbysiad y landlord), neu hysbysiad adennill meddiant a roddir gan landlord cyn gwneud hawliad o dan y teler o'r contract sy'n ymgorffori adran 181 (ôl-ddyledion rhent difrifol), ddatgan hefyd fod hawl gan deiliad y contract i'w gwneud yn ofynnol i'r landlord gynnal adolygiad (o dan adran 202) o'r penderfyniad i geisio meddiant. Mae is-adran (3) yn darparu bod yr adran i'w hymgorffori fel un o delerau sylfaenol pob contract safonol rhagarweiniol a phob contract safonol ymddygiad gwaharddedig.

PENNOD 2 - TERFYNU ETC. HEB HAWLIAD MEDDIANT (MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

Adran 152 – Deiliad y contract yn terfynu'n fuan

359. Caiff deiliad contract, cyn cael y datganiad ysgrifenedig o'r contract neu cyn dod yn gymwys i feddiannu'r annedd, pa un bynnag sy'n digwydd gyntaf, derfynu'r contract drwy roi hysbysiad i'r landlord. Rhaid i'r landlord ddychwelyd unrhyw rent, blaendal neu gydnabyddiaeth arall a roddwyd mewn cysylltiad â'r contract.

Adran 153 – Terfynu drwy gytundeb

360. Mae'r adran hon yn darparu ar gyfer terfynu contract meddiannaeth drwy gytundeb rhwng deiliad y contract a'r landlord (os yw'r contract yn ymgorffori'r adran hon fel teler). Daw'r contract i ben pan fo deiliad y contract yn ildio meddiant fel y cytunwyd. Os yw contract meddiannaeth newydd, a ddiffinnir yn is-adran (2), yn cael ei ffurfio mae'r contract y cytunodd y landlord a deiliad y contract i'w derfynu yn dod i ben ar unwaith, cyn dyddiad meddiannu'r contract newydd.

355. A landlord wishing to make a possession claim must first issue the contract-holder with a 'possession notice', but this requirement does not apply where-
- a. a landlord gives notice under the contract term incorporating section 173 (the landlord's right to end a periodic standard contract simply by giving notice),
 - b. a landlord gives notice under a 'landlord's break clause' in a fixed term standard contract (see section 194), or
 - c. a landlord gives notice under the contract term incorporating section 186 (notice given in connection with the end of the fixed term of a fixed term standard contract).
356. This is because the termination of the tenancy arises in the above circumstances purely because the landlord has given a notice, and not for any other reason.
357. A possession notice will notify the contract-holder that the landlord is seeking to regain possession of the dwelling. Section 150 details what a possession notice must set out; that is, the details of the ground under which the notice has been given (the reason the landlord is seeking possession), the landlord's intention to make a possession claim to the court, and the date after which the landlord can make this claim.

Section 151 – Introductory standard contracts and prohibited conduct standard contracts: notices under section 173 and 181

358. In relation to an introductory standard contract or a prohibited conduct standard contract, a notice given by a landlord under the term of the contract incorporating section 173 (landlord's notice), or a possession notice given by a landlord before making a claim under the term of the contract incorporating section 181 (serious rent arrears), must also set out the contract-holder's right to require the landlord to carry out a review (under section 202) of the decision to seek possession. Subsection (3) provides for the section to be incorporated as a fundamental term of all introductory standard contracts and prohibited conduct standard contracts.

CHAPTER 2 - TERMINATION ETC. WITHOUT A POSSESSION CLAIM (THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Section 152 – Early termination by contract-holder

359. A contract-holder may, before the earlier of receiving the written statement of the contract or becoming entitled to occupy the dwelling, end the contract by giving the landlord notice. Any rent, deposit or other consideration given in connection with the contract must be returned by the landlord.

Section 153 – Termination by agreement

360. This section provides for an occupation contract to be ended by agreement between the contract-holder and landlord (if the contract incorporates this section as a term). The contract ends when the contract-holder gives up possession as agreed. If a substitute occupation contract (defined in subsection (2)) arises, the contract which the landlord and contract-holder agreed to terminate ends immediately before the occupation date of the substitute contract.

Adran 154 – Tor contract ymwrthodol ar ran y landlord

361. Os yw'r landlord wedi cyflawni tor contract ymwrthodol, caiff deiliad contract derfynu contract meddiannaeth drwy ildio meddiant o'r eiddo. Tor contract ymwrthodol yw toriad sydd mor sylweddol fel ei fod yn cyfiawnhau terfynu. Er enghraifft, os yw'r landlord yn gyfrifol am dalu'r biliau cyfleustodau o dan y contract, yna gallai methu â thalu biliau o'r fath, gan arwain at derfynu'r cyfleustod, gynrychioli tor contract ymwrthodol.

Adran 155 – Marwolaeth unig ddeiliad contract

362. Os bydd deiliad contract yn marw, ac nad oes unrhyw gyd-ddeiliaid contract, daw'r contract i ben un mis ar ôl marwolaeth deiliad y contract, neu pan fydd 'person awdurdodedig' (a ddiffinnir yn adran (2)) yn hysbysu'r landlord am y farwolaeth, os yw hynny'n gynharach. Os oes gan berson arall hawl i olynu i'r denantiaeth, bydd yr olyniaeth yn digwydd yn unol ag adrannau 73 i 83.

363. Os oes gorchymyn eiddo teuluol (a ddiffinnir yn adran 251) sy'n ei gwneud yn ofynnol trosglwyddo'r contract i rywun arall, ymdrinnir â'r contract yn unol â'r gorchymyn hwnnw.

364. Mae adran 20 yn darparu bod rhaid ymgorffori adran 155 heb ei haddasu, fel un o delerau pob contract meddiannaeth, ac eithrio contractau safonol cyfnod penodol sy'n cynnwys y ddarpariaeth a grybwyllir yn adran 139(1) (trosglwyddiad ar farwolaeth unig ddeiliad contract).

Adran 156 - Marwolaeth landlord pan fo'r contract meddiannaeth yn drwydded

365. Gan fod contract meddiannaeth sy'n drwydded yn seiliedig ar ganiatáu buddiant personol gan y landlord i feddiannu'r annedd, daw i ben ar farwolaeth y landlord.

**PENNOD 3 - TERFYNU POB CONTRACT MEDDIANNAETH
(HAWLIAD MEDDIANT GAN LANDLORD)**

Adran 156 – Tor contract

366. Mae'r adran hon yn darparu bod tor contract gan ddeiliad y contract yn sail i'r landlord geisio adennill meddiant.

Adran 158 – Datganiad ffug sy'n darbwyllo'r landlord i wneud contract i'w drin fel tor contract

367. Mae'r adran hon yn darparu bod tor contract yn cynnwys amgylchiadau pan ddarbwylir landlord i wneud contract meddiannaeth o ganlyniad i ddatganiad ffug a wneir gan ddeiliad y contract neu gan rywun y mae deiliad y contract wedi ei symbylu i weithredu. Mae hyn yn golygu bod rhywbeth a wnaed cyn ymrwymo i'r contract yn dor contract. Mae adran 20 yn darparu bod rhaid ymgorffori adran 158 heb ei haddasu fel un o delerau pob contract meddiannaeth.

Section 154 – Repudiatory breach by landlord

361. A contract-holder may end an occupation contract by giving up possession of the property if the landlord has committed a repudiatory breach of the contract. A repudiatory breach is one so significant as to justify termination. For example, if the landlord is required to pay for utility bills under the contract, then a failure to pay such bills which results in termination of the utility could represent a repudiatory breach.

Section 155 – Death of sole contract-holder

362. Where a contract-holder dies, and there are no joint contract-holders, the contract ends one month after the contract-holder's death or, if earlier, when the landlord is informed of the death by an 'authorised person' (defined in subsection (2)). If another person is entitled to succeed to the tenancy, the succession will take place in accordance with sections 73 to 83.

363. If a family property order (defined in section 251) requires the contract to be transferred to someone else, the contract will be dealt with in accordance with that order.

364. Section 20 provides that section 155 must be incorporated without modification as a term of all occupation contracts, except fixed term standard contracts that contains the provision mentioned in section 139(1) (transfer on death of sole contract-holder).

Section 156 - Death of landlord where occupation contract is a licence

365. Since an occupation contract which is a licence is based on the granting of a personal interest to occupy the dwelling by the landlord, it will end on the death of the landlord.

CHAPTER 3 - TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)

Section 157 – Breach of contract

366. This section provides that breach of the contract by the contract-holder is a ground on which the landlord may seek possession.

Section 158 – False statement inducing landlord to make contract to be treated as breach of contract

367. This section provides that breach of contract includes circumstances where a landlord is induced to enter into an occupation contract as a result of a false statement made by the contract-holder or someone instigated to act by the contract-holder. This means that something done before the contract is entered into is a breach of contract. Section 20 provides that section 158 must be incorporated without modification as a term of all occupation contracts.

Adran 159 – Cyfyngiadau ar adran 157

368. Mae'r adran hon yn darparu bod rhaid i landlord, cyn gwneud hawliad meddiant o dan y teler o'r contract sy'n ymgorffori adran 157, roi hysbysiad adennill meddiant i ddeiliad y contract sy'n nodi'r sail honno. Mae is-adran (2) yn darparu, pan fo'r landlord yn dibynnu ar dorri'r sail ymddygiad gwaharddedig (ymdrinnir â hyn yn adran 55), y caiff y landlord wneud hawliad ar y diwrnod y rhoddir yr hysbysiad i ddeiliad y contract. Mae is-adran (3) yn darparu, mewn achosion eraill o dor contract, na chaiff y landlord wneud yr hawliad lai na mis ar ôl y dyddiad y rhoddodd y landlord yr hysbysiad. Mae is-adran (4) yn darparu bod rhaid gwneud unrhyw hawliad meddiant sy'n ymwneud â thor contract ar ran deiliad contract o fewn 6 mis i'r dyddiad y mae'r landlord yn rhoi'r hysbysiad.

Adran 160 – Seiliau rheoli ystad

369. Caiff landlord sy'n dymuno ceisio meddiant o annedd gan ddefnyddio un o'r seiliau rheoli ystad (a bennir yn Rhan 1 o Atodlen 8, sydd hefyd yn ddarpariaeth sylfaenol), wneud cais i'r llys am orchymyn adennill meddiant.
370. Os yw'r llys yn gwneud gorchymyn adennill meddiant, rhaid i'r landlord dalu treuliau adleoli rhesymol y mae deiliad y contract yn debygol o fynd iddynt. Nid yw hyn yn wir yn achos Sail A (gwaith adeiladu) a B (cynlluniau ailddatblygu), gan fod hawl gan ddeiliad y contract i gael 'taliad colli cartref' o dan adran 29 o Ddeddf Iawndal Tir 1973 mewn perthynas â'r rheini.

Atodlen 8 - Seiliau rheoli ystad

Rhan 1 – Y Seiliau

371. Mae Rhan 1 o'r Atodlen hon yn pennu'r seiliau rheoli ystad y caiff landlordiaid pob contract meddiannaeth wneud hawliad meddiant oddi tanynt, ar yr amod eu bod wedi cydymffurfio â'r gofynion hysbysu a'r terfynau amser yn adran 161.
372. Mae tri phrif fath o sail: seiliau ailddatblygu; seiliau llety arbennig; a seiliau tanfeddiannaeth. Mae yna hefyd sail 'rhesymau rheoli ystad eraill' i ymdrin ag unrhyw reswm sylweddol yn ymwneud â rheoli ystad nad yw'n dod o dan y seiliau eraill. Mae'r paragraffau a ganlyn yn nodi'r amgylchiadau pan fo pob un o'r seiliau rheoli ystad yn berthnasol.

Seiliau ailddatblygu

Paragraff 1 – Sail A (gwaith adeiladu)

373. Mae'r landlord yn bwriadu dymchwel neu ailadeiladu'r annedd neu ran o'r adeilad y mae'r annedd wedi'i leoli ynddo, neu wneud gwaith ar yr annedd neu'r adeilad y mae'r annedd wedi'i leoli ynddo neu unrhyw dir sy'n rhan o'r annedd (gweler y diffiniad o annedd yn adran 246(1)(b)) ynglŷn â hynny), na ellid ei wneud yn rhesymol heb gael meddiant o'r annedd.

Section 159 – Restrictions on section 157

368. This provides that a landlord, before making a possession claim under the term of the contract incorporating section 157, must give the contract-holder a possession notice setting out that ground. Subsection (2) provides that where the landlord relies on a breach of the prohibited conduct ground (which is addressed in section 55), the landlord may make a claim on the day the notice is given to the contract-holder. Subsection (3) provides that in the case of other breaches, the landlord may not make the claim less than one month after the date the landlord gave notice. Subsection (4) provides that any possession claim relating to a contract-holder's breach of contract must be made within 6 months of the date of the landlord giving the notice.

Section 160 – Estate management grounds

369. A landlord who wishes to seek possession of a dwelling using one of the estate management grounds (set out in Part 1 of Schedule 8, which is also a fundamental provision) may apply to the court for a possession order.

370. Should the court make an order for possession, the landlord must pay the reasonable relocation expenses likely to be incurred by the contract-holder. This is not the case with Grounds A (building works) and B (redevelopment schemes), in relation to which the contract-holder is entitled to a 'home loss payment' under section 29 of the Land Compensation Act 1973.

Schedule 8 - Estate Management Grounds

Part 1 – The Grounds

371. Part 1 of this Schedule sets out the estate management grounds under which landlords of all occupation contracts can make a possession claim, subject to having complied with the notice requirements and time limits in section 161.

372. There are three principal types of ground: redevelopment grounds; special accommodation grounds; and under-occupation grounds. There is also an 'other estate management reasons' ground to address a substantial reason relating to the management of an estate which is not covered by the other grounds. The following paragraphs set out the circumstances in which each of the estate management grounds arise.

Redevelopment grounds

Paragraph 1 - Ground A (building works)

373. The landlord intends to demolish or rebuild the dwelling or part of the building in which the dwelling is located, or carry out work on the dwelling or the building in which the dwelling is located or any land which is part of the dwelling (as to which, see the definition of dwelling in section 246(1)(b)), which could not reasonably be done without obtaining possession of the dwelling.

Paragraff 2 – Sail B (cynlluniau ailddatblygu)

374. Mae'r sail hon wedi ei bodloni os bodlonir y naill neu'r llall o ddau amod. Yr amod cyntaf yw bod yr annedd mewn ardal sy'n destun cynllun ailddatblygu a gymeradwywyd (pennir y broses ar gyfer cymeradwyo cynlluniau o'r fath yn Rhan 2 o'r Atodlen), ac mae'r landlord yn bwriadu gwaredu'r annedd yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl cael meddiant. Yr ail amod yw bod rhan o'r annedd o fewn ardal cynllun ailddatblygu cymeradwy a bod y landlord yn bwriadu gwaredu'r annedd yn unol â'r cynllun o fewn cyfnod rhesymol ar ôl cael meddiant, ac felly mae'n rhesymol ofynnol iddo gael meddiant.

Seiliau llety arbennig

Paragraff 3 – Sail C (elusennau)

375. Mae'r landlord yn elusen, a byddai parhau presenoldeb deiliad y contract yn gwrthdaro ag amcanion yr elusen. Mae hyn yn ddarostyngedig i'r amod bod unrhyw berson a oedd yn landlord, ar y dyddiad y gwnaed y contract a thrwy gydol yr amser ers y dyddiad hwnnw, wedi bod yn elusen.

Paragraff 4 – Sail D (annedd sy'n addas i bobl anabl)

376. Mae'r annedd yn wahanol iawn i anheddau cyffredin er mwyn lletya person sydd ag anabledd corfforol, nid oes person o'r fath yn byw yn yr eiddo ar hyn o bryd, ac mae angen yr annedd ar y landlord ar gyfer person o'r fath.

Paragraff 5 – Sail E (cymdeithasau tai ac ymddiriedolaethau tai: pobl y mae'n anodd eu cartrefu)

377. Mae'r landlord yn gymdeithas dai neu'n ymddiriedolaeth dai sy'n darparu anheddau yn benodol ar gyfer y rheini y mae'n anodd eu cartrefu, nid oes person o'r fath yn byw yn yr annedd, neu mae unrhyw berson o'r fath sy'n ddeiliad contract wedi cael cynnig contract diogel ar gyfer annedd arall, ac mae'r landlord angen yr annedd i'w feddiannu gan berson o'r fath. Mae is-baragraff (2) yn nodi ystyr 'anodd i'w cartrefu' at ddibenion y Sail hon.

Paragraff 6 – Sail F (grwpiau o anheddau ar gyfer pobl sydd ag anghenion arbennig)

378. Mae'r annedd yn rhan o grŵp o anheddau y mae'r landlord yn eu darparu i bobl ag anghenion arbennig, darperir gwasanaeth cymdeithasol neu gyfleuster arbennig yn agos at y grŵp o anheddau i gynorthwyo pobl sydd â'r anghenion arbennig hynny, nid oes mwyach berson sydd â'r anghenion arbennig hynny yn byw yn yr annedd, ac mae angen yr annedd ar y landlord ar gyfer person sydd â'r anghenion hynny.

Seiliau tanfeddiannaeth

Paragraff 7 – Sail G (olynwyr wrth gefn)

379. Mae deiliad y contract wedi olynu i'r contract fel olynnydd wrth gefn (hynny yw, aelod o deulu neu ofalwr nad yw'n olynnydd â blaenoriaeth; gweler adrannau 73, 76 a 77) yn dilyn marwolaeth y deiliad contract blaenorol, ac mae'r annedd yn fwy nag sy'n ofynnol yn rhesymol. Mewn achosion o'r fath, o dan y telor o'r contract sy'n ymgorffori adran 161(4), ni chaiff y landlord roi'r hysbysiad adennill meddiant nes bod o leiaf chwe mis wedi mynd heibio ers i'r landlord ddod i wybod am farwolaeth deiliad y contract blaenorol, nac yn ddiweddarach na deuddeng mis ar ôl y dyddiad hwnnw.

Paragraph 2 - Ground B (redevelopment schemes)

374. This ground is satisfied if either of two conditions is met. The first condition is that the dwelling is in an area which is subject to an approved redevelopment scheme (the approval process for such schemes is set out in Part 2 of the Schedule), and the landlord intends to dispose of the dwelling in accordance with the scheme within a reasonable period after obtaining possession. The second condition is that part of the dwelling is within the area of an approved redevelopment scheme and the landlord intends to dispose of the dwelling in accordance with the scheme within a reasonable period after obtaining possession, and therefore reasonably requires possession.

Special accommodation grounds

Paragraph 3 - Ground C (charities)

375. The landlord is a charity and the continued presence of the contract-holder would conflict with the objects of that charity. This is subject to the proviso that at the time the contract was made, and at all times since that date, any person who was the landlord has been a charity.

Paragraph 4 - Ground D (dwellings suitable for disabled people)

376. The dwelling is substantially different from ordinary dwellings in order to accommodate a person with a physical disability, no such person currently lives in the property and the landlord requires it for such a person.

Paragraph 5 - Ground E (housing associations and housing trusts: people difficult to house)

377. The landlord is a housing association or housing trust which provides dwellings specifically for those difficult to house, no such person is living in the dwelling or any such person who is a contract-holder has been offered a secure contract relating to another dwelling, and the landlord requires the dwelling for occupation by such a person. Sub-paragraph (2) sets out the meaning of 'difficult to house' for the purpose of this Ground.

Paragraph 6 - Ground F (groups of dwellings for people with special needs)

378. The dwelling is part of a group of dwellings which the landlord provides to people with special needs, there is a social service or special facility in close proximity to assist people with those special needs, there is no longer a person with those special needs living in the dwelling and the landlord requires the dwelling for a person with those needs.

Under-occupation grounds

Paragraph 7 - Ground G (reserve successors)

379. The contract-holder succeeded to the contract as a reserve successor (i.e. a family member or carer who is not a priority successor; see sections 73, 76 and 77) following the death of the previous contract-holder, and the dwelling is larger than reasonably required. In such cases, under the term of the contract incorporating section 161(4), the landlord may not give the possession notice until at least six months have passed since the landlord became aware of the death of the previous contract-holder, and no later than twelve months after that date.

Paragraff 8 – Sail H (cyd-ddeiliaid contract)

380. Mae cyd-ddeiliad contract wedi tynnu'n ôl neu wedi ei wahardd o'r contract, ac mae'r eiddo naill ai'n fwy nag sy'n ofynnol yn rhesymol ar gyfer y deiliad neu'r deiliaid contract sy'n weddill, neu, os yw'r landlord yn landlord cymunedol, nid yw'r deiliad neu'r deiliaid contract sy'n weddill yn bodloni meini prawf y landlord ar gyfer dyrannu tai. Mewn achosion o'r fath, o dan adran 161(5), rhaid rhoi'r hysbysiad adennill meddiant i'r deiliad neu'r deiliaid contract sy'n weddill o fewn chwe mis ar ôl i gyd-ddeiliad blaenorol y contract beidio â bod â hawliau a rhwymedigaethau o dan y contract.

Rhesymau rheoli ystad eraill

Paragraff 9 – Sail I (rhesymau rheoli ystad eraill)

381. Mae rhyw reswm rheoli ystad sylweddol arall, gan gynnwys mewn perthynas ag eiddo arall i'r landlord sy'n gysylltiedig â'r annedd mewn rhyw ffordd.

Adran 161 – Cyfyngiadau ar adran 160

382. Rhaid i landlord sy'n ceisio meddiant o annedd ar sail rheoli ystad roi hysbysiad adennill meddiant i ddeiliad y contract, sy'n nodi'r sail. Ni chaiff y landlord wneud hawliad meddiant o fewn mis o'r dyddiad y rhoddwyd yr hysbysiad, neu o fewn chwe mis ar ôl y dyddiad hwnnw.

383. Pan fo cynllun sy'n cynnwys gwaredu a dymchwel neu ailgodi adeiladau, neu gyflawni gwaith arall ar adeiladau neu ar dir, wedi ei gymeradwyo fel 'cynllun ailddatblygu' o dan Ran 2 o Atodlen 8, ond bod y gymeradwyaeth yn ddarostyngedig i amodau, caiff y landlord roi hysbysiad adennill meddiant o dan sail rheoli ystad B (cynllun ailddatblygu) cyn bod yr amodau wedi eu cyflawni.

384. Pan fo olynnydd wrth gefn wedi cymryd drosodd yn dilyn marwolaeth deiliad y contract, a bod yr annedd yn fwy na'r hyn sy'n rhesymol ofynnol ar gyfer yr olynnydd, ni all landlord sy'n ceisio meddiant o dan sail rheoli ystad G roi'r hysbysiad adennill meddiant o fewn chwe mis i'r dyddiad y daeth y landlord i wybod fod y deiliad contract blaenorol wedi marw, neu o fewn deuddeg mis wedi hynny. Pan fo cyd-landlordiaid, bydd y cyfyngiadau ar wneud hawliad meddiant ar y sail hon yn berthnasol o'r dyddiad y daw unrhyw un o'r cyd-landlordiaid i wybod fod deiliad y contract wedi marw.

385. Ni chaiff landlord sy'n ceisio meddiant o dan sail rheoli ystad H (cyd-ddeiliad contract yn tynnu'n ôl) roi hysbysiad adennill meddiant sy'n pennu'r sail yn ddiweddarach na chwe mis ar ôl y dyddiad y daeth hawliau a rhwymedigaethau'r cyd-ddeiliad contract o dan y contract i ben.

Adran 162 – Seiliau rheoli ystad: cynlluniau ailddatblygu

386. Mae Rhan 2 o Atodlen 8 (cymeradwyo cynlluniau ailddatblygu) yn gwneud darpariaeth sy'n ategu sail rheoli ystad B.

Paragraph 8 - Ground H (joint contract-holders)

380. A joint contract-holder has withdrawn or been excluded from the contract, and either the property is larger than reasonably required by the remaining contract-holder(s), or, if the landlord is a community landlord, the remaining contract-holder(s) do not meet the landlord's criteria for the allocation of housing. In such cases, under section 161(5), the possession notice must be given to the remaining contract-holder(s) within six months of the former joint contract-holder ceasing to have rights and obligations under the contract.

Other estate management reasons

Paragraph 9 - Ground I (other estate management reasons)

381. There is some other substantial estate management reason, including in relation to other premises of the landlord to which the dwelling is connected in some way.

Section 161 - Restrictions on section 160

382. A landlord seeking possession of a dwelling on an estate management ground must give the contract-holder a possession notice specifying the ground. The landlord may not make a possession claim within one month of, or six months after, the date the notice was given.

383. Where a scheme including the disposal and demolition or reconstruction of buildings, or the carrying out of other works to buildings or land, has been approved as a 'redevelopment scheme' under Part 2 of Schedule 8, but the approval is subject to conditions, the landlord may give a possession notice under estate management Ground B (redevelopment scheme) before the conditions are met.

384. Where a reserve succession has taken place following the death of the contract-holder, and the dwelling is more extensive than reasonably required by the successor, a landlord seeking possession under estate management Ground G cannot give the possession notice within six months of, or twelve months after, the date on which the landlord became aware of the previous contract-holder's death. Where there are joint landlords, the restrictions on making a possession claim on this ground will run from the date on which any of one the joint landlords becomes aware of the contract-holder's death.

385. A landlord seeking possession under estate management Ground H (departing joint contract-holder) may not give a possession notice specifying the Ground later than six months after the date on which the joint contract-holder's rights and obligations under the contract ended.

Section 162 - Estate management grounds: redevelopment schemes

386. Part 2 of Schedule 8 (approval of redevelopment schemes) makes provision supplementing estate management Ground B.

Atodlen 8 - Seiliau Rheoli Ystad

Rhan 2 - Cymeradwyo cynlluniau ailddatblygu at ddibenion sail B

387. Mae Rhan 2 o Atodlen 8 yn pennu'r broses ar gyfer cael cymeradwyaeth gan Weinidogion Cymru, at ddibenion sail rheoli ystad B, ar gyfer 'cynllun ailddatblygu'; hynny yw, cynllun i waredu ac ailddatblygu ardal o dir sy'n cynnwys annedd gyfan neu ran o annedd sy'n destun contract meddiannaeth. Mae'r Rhan hon hefyd yn ymwneud â chymeradwyo amrywiadau i gynlluniau o'r fath.

Paragraff 11

388. Yn ogystal â darparu ar gyfer cymeradwyo cynlluniau ailddatblygu ac unrhyw amrywiadau, mae'r paragraff hwn yn diffinio'r termau 'gwaredu' ac 'ailddatblygu'.

Paragraff 12

389. Mae'r paragraff hwn yn pennu'r gofynion o ran yr hysbysiad y mae'n rhaid ei roi i ddeiliaid contract pan gynigir cynllun ailddatblygu, neu pan gynigir amrywio cynllun o'r fath. Mae'n darparu ar gyfer cyfnod o 28 diwrnod pan gaiff deiliad y contract gyflwyno sylwadau. Ni ellir gwneud cais i Weinidogion Cymru gymeradwyo cynllun ailddatblygu neu gymeradwyo amrywio cynllun, cyn bod unrhyw sylwadau o'r fath wedi eu hystyried.

390. Pe byddai'n ofynnol fel arall i landlord ymgynghori â deiliad y contract o dan drefniadau a wnaed ganddo yn unol ag adran 234, mae is-baragraffau (6) a (7) yn dileu'r gofyniad hwnnw oherwydd yr ymgynghori sy'n ofynnol o dan y paragraff hwn.

Paragraff 13

391. Mae'r paragraff hwn yn pennu'r materion y mae'n rhaid i Weinidogion Cymru roi sylw iddynt wrth ystyried cais, gan gynnwys unrhyw sylwadau a wneir iddynt. Rhaid i'r landlord hefyd roi i Weinidogion Cymru unrhyw wybodaeth y gofynnant amdani ar unrhyw sylwadau a wneir o dan baragraff 12.

Paragraff 14

392. Ni chaiff Gweinidogion Cymru gymeradwyo cynllun neu amrywiad fel mai dim ond rhan o annedd, neu annedd nas effeithir arni gan y gwaith, ond y bwriedir ei chynnwys mewn unrhyw warediad, sydd wedi ei chynnwys yn ardal y cynllun, oni bai eu bod yn fodlon bod cyfiawnhad i'w cynnwys.

Paragraff 15

393. Mae'r paragraff hwn yn galluogi Gweinidogion Cymru i roi unrhyw gymeradwyaeth yn ddarostyngedig i amodau, ac i wneud y gymeradwyaeth yn ddilys am gyfnod cyfyngedig yn unig. Caiff Gweinidogion Cymru amrywio'r amodau a'r terfynau amser ar gais y landlord, neu am unrhyw reswm arall.

Paragraff 16

394. Mae'r paragraff hwn yn darparu bod landlord cymunedol, at ddibenion Rhan 2 o'r Atodlen, yn landlord mewn perthynas ag annedd os oes ganddo unrhyw fath o fuddiant yn yr annedd. Caiff y buddiant hwn fod yn wahanol i fuddiant rhydd-ddaliadol neu lesddaliadol.

Schedule 8 - Estate Management Grounds

Part 2 - Approval of redevelopment schemes for purposes of Ground B

387. Part 2 of Schedule 8 sets out the process for obtaining approval from the Welsh Ministers, for the purposes of estate management Ground B, for a 'redevelopment scheme'; that is, a scheme for the disposal and redevelopment of an area of land which includes all or part of a dwelling subject to an occupation contract. This Part also concerns approval of variations of such schemes.

Paragraph 11

388. In addition to providing for the approval of redevelopment schemes and any variations, this paragraph defines the terms 'disposal' and 'redevelopment'.

Paragraph 12

389. This paragraph sets out the requirements in relation to the notice that must be given to contract-holders if a redevelopment scheme is proposed, or if a variation of such a scheme has been proposed. It provides for a 28 day period during which the contract-holder may make representations. No application can be made to the Welsh Ministers to approve a redevelopment scheme, or variation of a scheme, before any such representations are considered.

390. Where a landlord would otherwise be required to consult the contract-holder under arrangements it has made in accordance with section 234, sub-paragraphs (6) and (7) remove that requirement due to the consultation required by this paragraph.

Paragraph 13

391. This paragraph sets out the matters that must be taken into account by the Welsh Ministers in considering an application, including any representations made to them. The landlord must also give the Welsh Ministers information they request on any representations made under paragraph 12.

Paragraph 14

392. The Welsh Ministers may not approve a scheme or variation such that only part of a dwelling, or a dwelling unaffected by works but proposed to be included in any disposal, is included within the area of the scheme, unless satisfied that inclusion is justified.

Paragraph 15

393. This paragraph enables the Welsh Ministers to give any approval subject to conditions, and to make the approval valid only for a limited time. Conditions and time limits can be varied by the Welsh Ministers on the application of the landlord, or for any other reason.

Paragraph 16

394. This paragraph provides that, for the purposes of Part 2 of the Schedule, a community landlord is a landlord in relation to a dwelling if it has any kind of interest in the dwelling. This interest may be other than a freehold or leasehold interest.

PENNOD 4 - TERFYNU CONTRACTAU DIOGEL (HYSBYSIAD DEILIAD Y CONTRACT)

Adran 163 - Hysbysiad deiliad y contract ac Adran 164 - Y cyfnod hysbysu byrraf a ganiateir

395. Mae'r adrannau hyn yn darparu y caiff deiliad y contract derfynu'r contract meddiannaeth drwy roi o leiaf bedair wythnos o rybudd i'r landlord.

Adran 165 - Adennill meddiant

396. Caiff landlord wneud hawliad i adennill meddiant ar y sail bod deiliad contract, ar ôl rhoi hysbysiad i'r landlord i ddiweddu'r contract o dan y telor o'r contract sy'n ymgorffori adran 163, wedi methu ag ildio meddiant ar y dyddiad a bennwyd yn yr hysbysiad hwnnw.

Adran 166 - Cyfyngiadau ar adran 165

397. Mae'r adran hon yn gosod cyfyngiadau ar arfer pŵer y landlord i geisio meddiant ar y sail a nodir yn adran 165. Rhaid i'r landlord roi hysbysiad adennill meddiant sy'n datgan y sail i ddeiliad y contract. Caiff y landlord wneud hawliad meddiant ar neu ar ôl y diwrnod y rhoddir yr hysbysiad adennill meddiant i ddeiliad y contract, ond ni chaiff wneud hynny'n ddiweddarach na chwe mis ar ôl y diwrnod hwnnw. At hynny, ni ellir rhoi'r hysbysiad adennill meddiant fwy na dau fis ar ôl y dyddiad a bennir yn hysbysiad deiliad y contract fel y dyddiad y byddai meddiant yn cael ei ildio.

Adran 167 - Terfynu contract ar dderbyn hysbysiad deiliad y contract

398. Pan fo deiliad y contract yn ildio meddiant o'r annedd ar neu cyn y dyddiad a bennir yn yr hysbysiad a roddwyd o dan y telor o'r contract sy'n ymgorffori adran 163, bydd y contract yn parhau tan y dyddiad hwnnw. Pan fo deiliad y contract yn ildio meddiant ar ôl y dyddiad a bennir yn yr hysbysiad ac na wneir gorchymyn i adennill meddiant, bydd y contract yn dod i ben ar y dyddiad y mae deiliad y contract yn ildio meddiant. Os gwneir gorchymyn adennill meddiant ar y sail yn adran 165, daw'r contract i ben yn unol ag adran 206 (sy'n nodi effeithiau gorchymyn adennill meddiant).

399. Os yw deiliad y contract, cyn diwedd y cyfnod o rybudd, yn tynnu'r hysbysiad a roddwyd o dan y telor o'r contract sy'n ymgorffori adran 163 yn ôl, ac nad yw'r landlord yn gwrthwynebu hynny mewn ysgrifen, o fewn cyfnod rhesymol, mae'r hysbysiad yn peidio â chael effaith.

PENNOD 5 - TERFYNU CONTRACTAU SAFONOL CYFNODOL

Adrannau 168 i 172 - Hysbysiad deiliad contract a'r cyfnod hysbysu byrraf a ganiateir

400. Mae'r adrannau hyn yn darparu y caiff deiliad y contract o dan gcontract safonol cyfnodol derfynu'r contract meddiannaeth drwy roi o leiaf bedair wythnos o rybudd i'r landlord.

401. Mae'r adrannau hyn yr un fath i bob pwrpas â'r darpariaethau ym Mhennod 4, a drafodir uchod, ynghylch terfynu contractau diogel gan ddeiliaid contract.

CHAPTER 4 - TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)

Section 163 - Contract-holder's notice and Section 164 - Minimum notice period

395. These sections provide that the contract-holder may end the occupation contract by giving at least four weeks' notice to the landlord.

Section 165 - Recovery of possession

396. A landlord may make a possession claim on the ground that a contract-holder, having given notice to the landlord to end the contract under the term of the contract incorporating section 163, fails to give up possession on the date specified in that notice.

Section 166 - Restrictions on section 165

397. This section sets out restrictions on the exercise of the landlord's power to seek possession on the ground set out in section 165. The landlord must give the contract-holder a possession notice specifying the ground. The landlord may make a possession claim on or after the day the possession notice is given to the contract-holder, but no later than six months after that day. Furthermore, the possession notice cannot be given more than two months after the date specified in the contract-holder's notice as being the date on which possession would be given up.

Section 167 - Termination of contract on contract-holder's notice

398. Where the contract-holder gives up possession of the dwelling on or before the date specified in the notice given under the term of the contract incorporating section 163, the contract runs until that date. Where the contract-holder gives up possession after the date specified in the notice and no order for possession is made, the contract ends on the date the contract-holder gives up possession. If a possession order is made on the ground in section 165, the contract will end in accordance with section 206 (which sets out the effects of a possession order).

399. If the contract-holder, before the end of the notice period, withdraws the notice given under the term of the contract incorporating section 163 and the landlord does not object to this in writing, within a reasonable period, the notice ceases to have effect.

CHAPTER 5 - TERMINATION OF PERIODIC STANDARD CONTRACTS

Section 168 to 172 - Contract-holder's notice and minimum notice period

400. These sections provide that the contract-holder under a periodic standard contract may end the occupation contract by giving at least four weeks' notice to the landlord.

401. These sections are essentially the same as the provisions in Chapter 4 on the termination of secure contracts by contract-holders, discussed above.

Adran 173 – Hysbysiad y landlord ac Adran 174 - Y cyfnod hysbysu byrraf a ganiateir

402. Mae adran 173 yn darparu y caiff y landlord o dan gontract safonol cyfnodol derfynu'r contract hwnnw drwy roi hysbysiad i ddeiliad y contract bod rhaid iddo ildio meddiant o'r annedd ar ddyddiad a bennir yn yr hysbysiad. Os nad yw'r adran hon wedi ei hymgorffori mewn contract meddiannaeth, ni fydd y darpariaethau cysylltiedig yn adrannau 125(1)(b) a 126 ynghylch amrywio'r contract gan y landlord drwy roi hysbysiad, yn gymwys (gan fod yr adrannau hynny'n ymwneud â phŵer y landlord i amrywio'r contract yn unochrog, a thrin hysbysiad amrywio fel hysbysiad ceisio meddiant a roddir o dan y teler o'r contract sy'n ymgorffori adran 173, os nad yw deiliad y contract yn derbyn yr amrywiad).
403. Mae adran 174 yn nodi'r cyfnod hysbysu byrraf a ganiateir. Ni chaiff y landlord bennu ar ba ddyddiad y mae'n rhaid i berson ildio meddiant, os yw'r dyddiad hwnnw lai na dau fis o'r dyddiad y rhoddir y hysbysiad.

Adran 175 – Cyfyngiadau ar adran 173: ni chaniateir rhoi hysbysiad yn ystod pedwar mis cyntaf meddiannaeth

404. Caiff landlord ei rwystro rhag rhoi hysbysiad o dan adran 173 yn ystod pedwar mis cyntaf meddiannaeth. Yn achos contract meddiannaeth sy'n cymryd lle contract arall (a ddiffinnir yn is-adran (3)), cyfrifir y cyfnod pedwar mis o ddyddiad meddiannu'r contract gwreiddiol (a ddiffinnir hefyd yn is-adran (3)). Effaith yr adran hon yw rhwystro landlord rhag cael meddiant o annedd gan ddefnyddio hysbysiad landlord yn ystod y chwe mis cyntaf y bydd person yn meddiannu'r annedd. Mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon heb ei haddasu ym mhob contract safonol cyfnodol, oni fo'r contract yn ymgorffori adran 173 fel teler neu os yw o fath a restrir yn Atodlen 9.

Atodlen 9 – Contractau safonol nad yw'r cyfyngiadau yn adrannau 175, 186(2) a 196 (Hysbysiad y landlord yn ystod chwe mis cyntaf meddiannaeth) yn gymwys iddynt

405. Mae'r Atodlen hon yn nodi'r mathau o gontractau safonol nad yw'r cyfyngiadau (o dan adrannau 175, 185(2) a 196) ar ddyroddi hysbysiad landlord, neu'r defnydd o gymal terfynu landlord, yn gymwys iddynt. Am resymau amrywiol, mae angen i'r contractau hyn gadw gallu'r landlord i derfynu'r contract yn ystod chwe mis cyntaf meddiannaeth. Maent yn cynnwys, er enghraifft, feddiannaeth yn rhinwedd swydd, pan na fyddai'n rhesymol i gyflogwr, wrth derfynu contract cyflogaeth, orfod aros chwe mis i adennill meddiant o lety a ddarparwyd mewn perthynas â'r gyflogaeth honno.

Adran 176 – Cyfyngiadau ar adran 173: torri'r gofynion rhoi gwybodaeth

406. Os nad yw landlord wedi darparu datganiad ysgrifenedig o'i gontract i ddeiliad y contract, fel sy'n ofynnol gan adran 31(1) neu (2), ni chaiff roi hysbysiad adennill meddiant o dan adran 173. At hynny, rhwystrir y landlord rhag rhoi hysbysiad o dan adran 173 am gyfnod o chwe mis, sy'n cychwyn gyda'r diwrnod y darperir y datganiad ysgrifenedig.

Section 173 – Landlord’s notice and Section 174 - Minimum notice period

402. Section 173 provides that the landlord under a periodic standard contract may end that contract by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice. Where this section is not incorporated within an occupation contract, the related provisions in sections 125(1)(b) and 126 regarding variation of the contract by the landlord by giving notice will not apply (because those sections concern the power of the landlord to unilaterally vary the contract, and to treat a notice of variation as a notice seeking possession given under the term of the contract incorporating section 173, where the contract-holder does not accept the variation).
403. Section 174 sets out the minimum notice period. The landlord cannot specify a date by which a person must give up possession which is less than two months from the date on which the notice is given.

Section 175 - Restrictions on section 173: notice may not be given in first four months of occupation

404. A landlord is prevented from giving a notice under section 173 during the first four months of occupation. In the case of a substitute occupation contract (defined in subsection (3)), the four-month period is calculated from the occupation date of the original contract (also defined in subsection (3)). This section has the effect of preventing a landlord from obtaining possession of a dwelling using a landlord’s notice during the first six months of a person’s occupation of the dwelling. Section 20 provides that this section must be incorporated without modification in all periodic standard contracts, unless the contract does not incorporate section 173 as a term or is of a type listed in Schedule 9.

Schedule 9 – Standard contracts to which limits in sections 175, 185(2) and 196 (landlord’s notice during first six months of occupation) do not apply

405. This Schedule sets out the types of standard contract to which the restrictions (under sections 175, 185(2) and 196) on issuing a landlord’s notice, or the use of a landlord’s break clause, do not apply. For various differing reasons, these contracts need to retain the landlord’s ability to terminate the contract within the first six months of occupation. They include, for example, service occupancies, where it would not be reasonable for an employer, on the termination of an employment contract, to have to wait six months to recover possession of accommodation provided in relation to that employment.

Section 176 – Restrictions on section 173: breach of information requirements

406. Where a landlord has not provided the contract-holder with a written statement of their contract, as required by section 31(1) or (2), they may not give a possession notice under section 173. Furthermore, the landlord is prevented from giving a notice under section 173 for a period of six months starting with the day the written statement is provided.

407. Pan fo landlord wedi methu â darparu cyfeiriad cyswllt i ddeiliad y contract, neu unrhyw wybodaeth arall sy'n ofynnol o dan y telor o'r contract sy'n ymgorffori adran 39, rhwystrir y landlord rhag rhoi hysbysiad o dan adran 173 hyd nes y darperir gwybodaeth.

Adran 177 - Cyfyngiadau ar adran 173: torri gofynion sicrwydd a blaendal

408. Ni chaiff landlord roi hysbysiad adennill meddiant o dan y telor o'r contract sy'n ymgorffori adran 173 os cymerwyd sicrwydd ar ffurf nad yw'n cydymffurfio ag adran 43 (hynny yw, ffurf heblaw arian neu warant), ac nad yw wedi ei ddychwelyd.
409. Rhwystrir landlord rhag rhoi hysbysiad o dan y telor o'r contract sy'n ymgorffori adran 173 hefyd (yn ddarostyngedig i'r eithriad isod) os na ddiogelwyd blaendal o dan gynllun blaendal awdurdodedig; os talwyd blaendal ond nad yw'r landlord wedi bodloni gofynion dechreuol y cynllun blaendal; neu os talwyd blaendal ond na ddarparwyd yr wybodaeth sy'n ofynnol o dan y telor o'r contract sy'n ymgorffori adran 45(2)(b) (hynny yw, gwybodaeth a ragnodir drwy reoliadau o dan adran 45(3)) i ddeiliad y contract.
410. Nid yw'r cyfyngiadau yn y paragraff uchod ar roi hysbysiad yn gymwys pan fo blaendal wedi ei ddychwelyd neu pan fo materion yn ymwneud â chais i'r llys o dan baragraff 2 o Atodlen 5 wedi dod i ben. Mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon heb ei haddasu ym mhob contract safonol cyfnodol, oni bai nad yw'r contract yn ymgorffori adran 173 fel telor.

Adran 178 - Adennill meddiant

411. Pan fo landlord wedi rhoi hysbysiad o dan y telor o'r contract sy'n ymgorffori adran 173, caiff y landlord wneud hawliad meddiant i'r llys. Mae adran 215 yn darparu bod rhaid i'r llys wneud gorchymyn adennill meddiant os yw'n fodlon bod y sail yn adran 178(1) wedi ei phrofi (yn ddarostyngedig i unrhyw amddiffyniad ar sail hawliau dynol deiliad y contract, a chymhwyso adran 217, ar droi allan dialgar, yr ymdrinnir ag ef isod).

Adran 179 - Cyfyngiad ar adran 178

412. Ni chaiff landlord wneud hawliad meddiant o dan y telor o'r contract sy'n ymgorffori adran 178 cyn y dyddiad a bennir yn yr hysbysiad a roddir o dan y telor o'r contract sy'n ymgorffori adran 173, nac yn ddiweddarach na dau fis ar ôl y dyddiad hwnnw. Mae hyn, felly, yn darparu cyfnod o ddau fis pan gaiff y landlord wneud hawliad meddiant.

Adran 180 - Terfynu contract yn dilyn hysbysiad y landlord

413. Pan fo deiliad y contract yn ildio meddiant o'r annedd ar neu cyn y dyddiad a bennir yn yr hysbysiad a roddir o dan y telor sy'n ymgorffori adran 173, daw'r contract i ben ar y dyddiad penodedig. Os yw deiliad y contract yn methu ag ildio meddiant ar neu cyn y dyddiad hwnnw, daw'r contract i ben ar y dyddiad y mae deiliad y contract yn ildio meddiant neu, os gwneir gorchymyn adennill meddiant, ar y dyddiad a bennir yn unol ag adran 206 (effaith gorchymyn adennill meddiant).

407. Where a landlord has failed to provide the contract-holder with a contact address, or any of the other information required under the term of the contract incorporating section 39, the landlord is prevented from giving a notice under section 173 until information is provided.

Section 177 - Restrictions on section 173: breach of security and deposit requirements

408. A landlord may not give a possession notice under the term of the contract incorporating section 173 where security has been taken in a form that does not comply with section 43 (that is, a form other than money or a guarantee), and has not been returned.
409. A landlord is also prevented from giving a notice under the term of the contract incorporating section 173 (subject to the exception below) where: a deposit has not been protected under an authorised deposit scheme; a deposit has been paid but the landlord has not met the initial requirements of the deposit scheme; or a deposit has been paid but the information required by the term of the contract incorporating section 45(2)(b) (that is, information prescribed by regulations under section 45(3)) has not been provided to the contract-holder.
410. The restrictions in the paragraph above on giving notice do not apply where a deposit has been returned or matters relating to an application to the court under paragraph 2 of Schedule 5 have come to an end. Section 20 provides that this section must be incorporated without modification in all periodic standard contracts, unless the contract does not incorporate section 173 as a term.

Section 178 - Recovery of possession

411. Where a landlord has given a notice under the term of the contract incorporating section 173, the landlord may make a claim for possession to the court. Section 215 provides that the court must make an order for possession if satisfied that the ground in section 178(1) is made out (subject to any defence based on the contract-holder's human rights, and to the application of section 217, on retaliatory evictions, addressed below).

Section 179 - Restriction on section 178

412. A landlord may not make a possession claim under the term of the contract incorporating section 178 before the date specified in the notice given under the term incorporating section 173, or after two months have elapsed from that date. This, therefore, provides for a two-month period in which the landlord is able to make a possession claim.

Section 180 - Termination of contract on landlord's notice

413. Where the contract-holder gives up possession of the dwelling on or before the date specified in the notice given under the term incorporating section 173, the contract ends on the specified date. Where the contract-holder fails to give up possession on or before that date, the contract ends on the date that the contract-holder gives up possession or, if a possession order is made, on the date determined in accordance with section 206 (effect of possession order).

414. Fodd bynnag, os yw'r landlord yn tynnu'r hysbysiad adennill meddiant yn ôl cyn i'r contract ddod i ben, ac nad yw deiliad y contract yn gwrthwynebu hynny mewn ysgrifen o fewn cyfnod rhesymol, bydd yr hysbysiad yn peidio â chael effaith.

Adran 181 – Ôl-ddyledion rhent difrifol

415. Pan fo deiliad y contract yn cael ei hunan mewn 'ôl-ddyledion rhent difrifol' caiff y landlord wneud hawliad meddiant yn y llys ar y sail honno. Diffinnir 'ôl-ddyledion rhent difrifol' yn is-adran (2); er enghraifft, mae'n digwydd pan fo rhent dau fis o leiaf heb ei dalu pan fo rhent yn daladwy bob mis, neu rent wyth wythnos heb ei dalu pan fo rhent yn daladwy bob wythnos.
416. Yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau dynol deiliad y contract, rhaid i'r llys wneud gorchymyn adennill meddiant os bodlonir y llys fod gan ddeiliad y contract ôl-ddyledion rhent difrifol ar yr adeg y rhoddwyd yr hysbysiad adennill meddiant, a hefyd pan glywir yr hawliad meddiant gan y llys (gweler adran 216).

Adran 182 – Cyfyngiadau ar adran 181

417. Rhaid i'r landlord roi hysbysiad adennill meddiant i ddeiliad y contract sy'n datgan y'i rhoddir ar sail ôl-ddyledion rhent difrifol, cyn gwneud hawliad meddiant ar y sail honno. Caiff y landlord o dan y rhan fwyaf o gontractau safonol cyfnodol wneud hawliad meddiant ar ôl i 14 diwrnod fynd heibio o'r dyddiad y rhoddwyd yr hysbysiad. Ni chaiff landlord o dan gontract safonol rhagarweiniol neu gontract safonol ymddygiad gwaharddedig wneud yr hawliad cyn diwedd y cyfnod o fis sy'n dechrau â'r diwrnod y rhoddwyd yr hysbysiad; mae hyn er mwyn caniatáu amser i gynnal unrhyw adolygiad o dan Bennod 8 o'r Rhan hon. Yn y naill achos a'r llall, rhaid gwneud yr hawliad o fewn chwe mis i'r dyddiad y rhoddwyd hysbysiad. Mae is-adran (4) yn darparu bod y cyfyngiadau hyn yn ddarpariaethau sylfaenol a ymgorfforir mewn contractau safonol cyfnodol, ac mae'n nodi pa ddisgrifiadau o gontractau safonol cyfnodol y mae'r cyfyngiadau penodol yn gymwys iddynt.

Adran 183 – Perthnasedd digwyddiadau o dan gontract safonol cyfnod penodol

418. Pan fo deiliad y contract yn parhau i feddiannu'r annedd wedi i'r cyfnod penodol o dan gontract safonol cyfnod penodol ddod i ben, a bod contract safonol cyfnodol wedi cael ei ffurfio o dan adran 184(2), caiff y landlord wneud hawliad meddiant ar sail hysbysiad a roddwyd yn ystod y cyfnod penodol. Caiff hysbysiad o'r fath fod naill ai'n hysbysiad adennill meddiant neu'n hysbysiad a roddir o dan adran 186 (hysbysiad landlord mewn cysylltiad â diwedd cyfnod penodol).
419. Mae'r darpariaethau sy'n ymwneud â hysbysiad landlord a bennir yn adrannau 174 i 177, 179 a 180 yn gymwys i hysbysiad, ac unrhyw hawliad meddiant cysylltiedig, o dan y telor o gontract sy'n ymgorffori adran 186.
420. Mewn unrhyw hysbysiad adennill meddiant a roddir mewn cysylltiad â chontract safonol cyfnodol sy'n cael ei ffurfio o dan adran 184(2), caiff y landlord ddiybnyu ar ddigwyddiadau a ddigwyddodd yn ystod y cyfnod penodol.
421. Mae'r adran hon yn ddarpariaeth sylfaenol ond dim ond mewn perthynas â chontract safonol cyfnodol sy'n cael ei ffurfio ar ddiwedd contract safonol cyfnod penodol, o dan adran 184(2).

414. However, if the landlord withdraws the possession notice before the contract ends, and the contract-holder does not object to this in writing within a reasonable period, the notice will cease to have effect.

Section 181 - Serious rent arrears

415. Where the contract-holder has fallen into 'serious rent arrears' the landlord may make a possession claim to the court on this ground. 'Serious rent arrears' is defined in subsection (2); for example, it arises where there is at least two months' unpaid rent where rent is payable monthly, or eight weeks' unpaid rent where rent is payable weekly.
416. Subject to any available defence based on the contract-holder's human rights, the court must make a possession order if it is satisfied the contract-holder was in serious rent arrears at the time the possession notice was given and also when the possession claim is heard by the court (see section 216).

Section 182 - Restrictions on section 181

417. The landlord must give the contract-holder a possession notice stating the ground of serious rent arrears before making a possession claim on that ground. The landlord under most periodic standard contracts may make a possession claim after 14 days have passed from the date on which notice was given. The landlord under an introductory standard contract or a prohibited conduct standard contract may not make the claim before the end of the period of one month starting with the day on which the notice was given; this is to allow time for any review under Chapter 8 of this Part to take place. In either case, the claim must be made within six months of the date on which notice was given. Subsection (4) provides for these restrictions to be fundamental provisions incorporated into periodic standard contracts, and sets out which descriptions of periodic standard contract the specific restrictions apply to.

Section 183 - Relevance of events under fixed term standard contract

418. Where the contract-holder remains in occupation following the end of the fixed term under a fixed term standard contract, and a periodic standard contract has arisen under section 184(2), the landlord may make a possession claim based on a notice given during the fixed term. Such a notice could be either a possession notice or a notice given under section 186 (landlord's notice in connection with end of fixed term).
419. The provisions relating to a landlord's notice set out in sections 174 to 177, 179 and 180 apply to a notice, and any related possession claim, under the term of a contract incorporating section 186.
420. In any possession notice given in relation to a periodic standard contract arising under section 184(2) the landlord may rely on events that occurred during the fixed term period.
421. This section is a fundamental provision but only in relation to a periodic standard contract which arises at the end of a fixed term standard contract, under section 184(2).

PENNOD 6 - CONTRACTAU SAFONOL CYFNOD PENODOL: DIWEDD Y CYFNOD PENODOL

Adran 184 - Diwedd y cyfnod penodol

422. Mae contract a wnaed am gyfnod penodol a gytunwyd rhwng y landlord a deiliad y contract yn terfynu pan ddaw'r cyfnod hwnnw i ben. Ond pan fo deiliad y contract yn parhau i feddiannu'r annedd ar ôl diwedd y cyfnod penodol, bydd contract safonol cyfnodol newydd yn cael ei greu fel mater o drefn.
423. Mae dyddiad meddiannu'r contract newydd yn dilyn yn union ar ôl diwedd y cyfnod penodol ac mae'r cyfnodau rhentu yn parhau fel yr oeddent. Telerau sylfaenol ac atodol y contract newydd fydd y rheini sy'n gymwys i gontractau safonol cyfnodol. Fel arall, bydd telerau'r contract blaenorol yn parhau'n gymwys, i'r graddau y maent yn gydnaws â'r telerau sylfaenol ac atodol newydd.
424. Yn hytrach na bod contract safonol cyfnodol newydd yn cael ei ffurfio fel mater o drefn yn y modd a ddisgrifir uchod, caiff landlord a deiliad contract gytuno ar gontract newydd yn y ffordd arferol, gyda dyddiad meddiannu sy'n dilyn yn union ar ôl diwedd y cyfnod penodol.
425. Os bydd deiliad y contract, ar neu cyn dyddiad meddiannu'r contract newydd, yn gwneud rhywbeth a fyddai, fel arall, yn peri bod y contract newydd yn dod i ben, ni fydd hynny'n cael yr effaith o derfynu'r contract.
426. Pan fo contract safonol cyfnodol yn cael ei ffurfio o dan is-adran (2) ar ddiwedd contract safonol cyfnod penodol nid oes unrhyw ofyniad ar y landlord i ddarparu unwaith eto gyfeiriad ar gyfer anfon dogfennau o dan y teler o'r contract sy'n ymgorffori adran 39(1) i ddeiliad y contract. Ni fydd cyfeiriad y landlord wedi newid dim ond am fod contract safonol cyfnodol wedi ei greu.

Adran 185 - Caniatáu i ddatganiad ysgrifenedig ymdrin â chontract safonol cyfnodol sy'n codi o dan adran 184(2)

427. Mae'r adran yn darparu bod datganiad ysgrifenedig o gontract safonol cyfnod penodol yn nodi telerau'r contract safonol cyfnodol a all gael ei ffurfio ar ddiwedd y cyfnod penodol, o dan adran 184(2). Pan fo contract o'r fath yn cael ei ffurfio a bod y landlord eisoes wedi rhoi datganiad ysgrifenedig i ddeiliad y contract fel a ganiateir gan yr adran hon, caiff ei drin fel pe bai wedi cydymffurfio â'r gofyniad i ddarparu datganiad ysgrifenedig mewn perthynas â chontract newydd o dan adran 31(1).

CHAPTER 6 - FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM

Section 184 - End of fixed term

422. A contract made for a fixed term agreed between landlord and contract-holder ends at the expiry of that term. But where the contract-holder remains in occupation following the end of the fixed term, a new periodic standard contract will automatically be created.
423. The occupation date for the new contract immediately follows the end of the fixed term and the rental periods remain as they were. The fundamental and supplementary terms of the new contract will be those applying to periodic standard contracts. The terms of the preceding contract will otherwise continue to apply, so far as compatible with the new fundamental and supplementary terms.
424. Instead of a new periodic standard contract arising automatically in the way described above, a landlord and contract-holder may agree a new contract in the normal way, with an occupation date immediately following the end of the fixed term.
425. If, on or before the occupation date of the new contract, the contract-holder does something which would otherwise cause the new contract to end, that will not have the effect of ending the contract.
426. Where a periodic standard contract arises under subsection (2) following the end of a fixed term standard contract there is no requirement for the landlord to again provide the contract-holder with an address to which documents can be sent under the term of the contract incorporating section 39(1). The address of the landlord will not have altered purely as a consequence of the creation of the new periodic standard contract.

Section 185 - Written statement may address periodic standard contract arising under section 184(2)

427. The section provides for a written statement of a fixed term standard contract to set out the terms of the periodic standard contract which may arise at the end of the fixed term under section 184(2). Where such a contract arises and the landlord has previously given the contract-holder a written statement as permitted by this section, he or she is treated as having complied with the requirement to provide a written statement in relation to a new contract under section 31(1).

PENNOD 7 - TERFYNU CONTRACTAU SAFONOL CYFNOD PENODOL

Adran 186 - Hysbysiad y landlord mewn cysylltiad â diwedd cyfnod

428. Caiff landlord, cyn neu ar ddiwrnod olaf y cyfnod penodol, roi hysbysiad i ddeiliad y contract, i'r perwyl fod yn rhaid iddo ildio meddiant ar ddyddiad a bennir yn yr hysbysiad. Ni chaiff y dyddiad penodedig fod yn llai na chwe mis ar ôl dyddiad meddiannu'r contract hwnnw neu, os yw'r contract hwnnw yn gontract meddiannaeth sy'n cymryd lle contract arall (gweler is-adran (4)), dyddiad meddiannu'r contract gwreiddiol (unwaith eto, gweler is-adran (4)). Yn ychwanegol at hynny, ni chaiff y dyddiad penodedig fod cyn diwrnod olaf y cyfnod penodol, na dim llai na dau fis ar ôl y dyddiad y rhoddir yr hysbysiad. Mae'r adran hon hefyd yn darparu y caiff landlord wneud hawliad meddiant ar y sail ei fod wedi cyflwyno'r hysbysiad mewn cysylltiad â diwedd y cyfnod penodol. O dan adran 215, os darbwyllir y llys fod gofynion y sail wedi eu bodloni, rhaid iddo wneud gorchymyn adennill meddiant, yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau dynol deiliad y contract.
429. Felly, waeth pa mor hir yw'r cyfnod penodol, ni chaiff landlord wneud hawliad meddiant nes bod chwe mis wedi mynd heibio ers y dyddiad y daeth deiliad y contract â hawl i feddiannu'r annedd o dan y contract. Gall landlord wneud hawliad meddiant y diwrnod ar ôl i'r cyfnod penodol ddod i ben (oni bai bod y cyfnod penodol yn llai na chwe mis), ar yr amod bod yr hysbysiad gofynnol wedi ei roi i ddeiliad y contract o leiaf ddau fis cyn hynny.
430. Mae adran 20 yn darparu bod rhaid ymgorffori'r adran hon heb ei haddasu fel teler ym mhob contract safonol cyfnod penodol. Ond ni chaiff is-adrannau (2) a (4) eu hymgorffori mewn contract nad yw'n ymgorffori is-adran (1) fel teler, fodd bynnag (fel na all y landlord roi hysbysiad mewn cysylltiad â diwedd y cyfnod), neu os yw o fath a restrir yn Atodlen 9.

Adran 187 - Ôl-ddyledion rhent difrifol ac Adran 188 - Cyfyngiadau ar adran 187

431. Mae effaith y darpariaethau hyn yr un fath yn union ag effaith y darpariaethau cyfatebol sy'n ymwneud â chontractau safonol cyfnodol (gweler y nodiadau ar gyfer adrannau 181 a 182).

Adran 189 - Cymal terfynu deiliad contract ac Adran 190 - Y cyfnod hysbysu byrraf a ganiateir

432. Caiff contract safonol cyfnod penodol gynnwys cymal terfynu deiliad y contract. Mae hyn yn galluogi deiliad y contract i derfynu'r contract cyn diwedd y cyfnod penodol. Pan fo cymal terfynu o'r fath wedi ei gynnwys, rhaid i ddeiliad y contract sy'n dymuno dibynnu arno er mwyn gadael y contract roi hysbysiad i'r landlord sy'n pennu'r dyddiad terfynu. Mae adrannau 190 i 193 yn ddarpariaethau sylfaenol sydd wedi eu hymgorffori ym mhob contract safonol cyfnod penodol sydd â chymal terfynu deiliad contract. Mae adran 190 yn pennu na chaiff y dyddiad a bennir yn yr hysbysiad fod yn gynharach na phedair wythnos ar ôl y dyddiad y rhoddir yr hysbysiad. Mae'r darpariaethau hyn yn cael yr un effaith, i bob pwrpas, â'r darpariaethau sy'n ymwneud â hysbysiadau deiliaid contract o dan gontractau diogel a chontractau safonol cyfnodol.

CHAPTER 7 - TERMINATION OF FIXED TERM STANDARD CONTRACTS

Section 186 – Landlord’s notice in connection with end of term

428. A landlord may, before or on the last day of the fixed term, give notice that the contract-holder must give up possession on a date specified in the notice. The specified date must not in any event be less than six months after the occupation date of that contract (or, where that contract is a substitute occupation contract (see subsection (4)), the occupation date of the original contract (again, see subsection (4)). Additionally, the specified date must not be before the last day of the fixed term, and must not be less than two months after the date on which the notice is given. This section also provides for a landlord to make a possession claim on the ground of having served the notice in connection with the end of the fixed term. Under section 215, if the court is satisfied the requirements of the ground are met it must make a possession order, subject to any available defence based on the contract-holder’s human rights.
429. Therefore, regardless of the length of the fixed term period, a landlord may not make a possession claim until six months after the date on which the contract-holder became entitled to occupy the dwelling under the contract. A landlord is able to make a possession claim the day after the fixed term ends (unless the fixed term purports to be for less than six months), provided the required notice was given to the contract-holder at least two months previously.
430. Section 20 provides that this section must be incorporated without modification as a term in all fixed term standard contracts. However, subsections (2) and (4) are not incorporated into a contract which does not incorporate subsection (1) as a term (so that the landlord cannot give notice in connection with the end of the term), or is of a type listed in Schedule 9.

Section 187 – Serious rent arrears and Section 188 – Restrictions on section 187

431. These provisions are identical in effect to the equivalent provisions relating to periodic standard contracts (see notes for sections 181 and 182).

Section 189 – Contract-holder’s break clause and Section 190 - Minimum notice period

432. A fixed term standard contract may contain a contract-holders break clause. This enables the contract-holder to end the contract before the end of the fixed term. Where such a break clause is included, the contract-holder wishing to rely on it to leave the contract must provide notice to the landlord specifying the end date. Sections 190 to 193 are fundamental provisions incorporated into all fixed term standard contracts that have a contract-holder’s break clause. Section 190 requires that the date specified in the notice may not be less than four weeks after the date the notice is given. These provisions have broadly the same effect as the provisions relating to contract-holders’ notices under secure contracts and periodic standard contracts.

Adran 191 – Adennill meddiant

433. Mae'r adran hon yn caniatáu i landlord adennill meddiant o'r annedd os digwydd i ddeiliad contract, ar ôl rhoi hysbysiad i'r landlord o dan gymal terfynu deiliad contract, fethu ag ildio meddiant ar y dyddiad a bennwyd yn yr hysbysiad hwnnw.

Adran 192 – Cyfyngiadau ar adran 191

434. Mae'r adran hon yn gosod cyfyngiadau ar arfer y pŵer sydd gan y landlord i gael meddiant ar y sail yn adran 190. Os yw'r landlord yn ceisio meddiant ar y sail hon, rhaid iddo roi hysbysiad adennill meddiant i ddeiliad y contract gan ddatgan y sail, a hynny o fewn dau fis i'r dyddiad a bennwyd ar gyfer ildio meddiant gan ddeiliad y contract. Caiff y landlord wneud hawliad meddiant o'r diwrnod y rhoddir yr hysbysiad adennill meddiant i ddeiliad y contract, ond ni chaiff wneud hynny yn ddiweddarach na chwe mis ar ôl y dyddiad hwnnw.

Adran 193 – Terfynu contract o dan gymal terfynu deiliad y contract

435. Mae'r adran hon yn darparu, pan fo deiliad y contract yn ildio meddiant o'r annedd ar neu cyn y dyddiad a bennir yn yr hysbysiad a roddwyd o dan gymal terfynu deiliad y contract, y bydd y contract yn dod i ben ar y dyddiad hwnnw. Pan fo deiliad y contract yn ildio meddiant ar ôl y dyddiad a bennir yn yr hysbysiad, bydd y contract yn dod i ben ar y dyddiad y mae deiliad y contract yn ildio meddiant.

436. Os yw deiliad y contract, cyn diwedd y cyfnod hysbysu, yn tynnu'r hysbysiad a roddwyd o dan gymal terfynu deiliad y contract yn ôl, ac nad yw'r landlord yn gwrthwynebu hynny mewn ysgrifen o fewn cyfnod rhesymol, mae'r hysbysiad yn peidio â chael effaith.

Adran 194 – Cymal terfynu'r landlord ac Adran 195 - Y cyfnod hysbysu byrraf a ganiateir

437. Gall contract safonol cyfnod penodol gynnwys cymal terfynu'r landlord. Mae'r cymal terfynu hwn yn galluogi'r landlord i derfynu'r contract cyn diwedd y cyfnod penodol, drwy roi hysbysiad i ddeiliad y contract. Mae adrannau 195 i 201 yn ddarpariaethau sylfaenol a ymgorfforir ym mhob contract safonol cyfnod penodol sydd â chymal terfynu'r landlord. Mae adran 195 yn darparu na chaiff y dyddiad ar gyfer ildio meddiant a bennir yn yr hysbysiad fod yn hwyrach na dau fis ar ôl y dyddiad y rhoddir yr hysbysiad.

Adrannau 196 i 201 – Cyfyngiadau ar y defnydd o gymal terfynu'r landlord a threfniadau ar gyfer adennill meddiant

438. Gweler y nodiadau sy'n ymdrin ag adrannau 175 i 180 o ran y cyfyngiadau ar ddefnyddio hysbysiad landlord o dan gontract safonol cyfnodol, a'r trefniadau cysylltiedig ar gyfer adennill meddiant. Mae'r darpariaethau sy'n ymwneud â defnyddio cymal terfynu landlord yr un fath, i bob pwrpas.

Section 191 – Recovery of possession

433. This section enables a landlord to recover possession of the dwelling in the event of a contract-holder, having given notice to the landlord under a contract-holder's break clause, failing to give up possession on the date specified in that notice.

Section 192 – Restrictions on section 191

434. This section sets out restrictions on the exercise of the landlord's power to obtain possession on the ground in section 190. If the landlord seeks possession on this ground, the landlord must give the contract-holder a possession notice specifying the ground within two months of the date the contract-holder was due to give up possession. The landlord may make a possession claim from the day the possession notice is given to the contract-holder, but not more than six months after that day.

Section 193 – Termination of contract under contract-holder's break clause

435. This section provides that, where the contract-holder gives up possession of the dwelling on or before the date specified in the notice given under the contract-holder's break clause, the contract will end on that date. Where the contract-holder gives up possession after the date specified in the notice, the contract ends on the date the contract-holder gives up possession.

436. If the contract-holder, before the end of the notice period, withdraws the notice given under the contract-holder's break clause, and the landlord does not object to this, in writing, within a reasonable period, the notice ceases to have effect.

Section 194 – Landlord's break clause and Section 195 - Minimum notice period

437. A fixed term standard contract may contain a landlord's break clause. This break clause enables the landlord to end the contract before the end of the fixed term, by giving notice to the contract-holder. Sections 195 to 201 are fundamental provisions incorporated into all fixed term standard contracts that have a landlord's break clause. Section 195 provides that the date for giving up possession specified in the notice must be more than two months after the date on which the notice is given.

Section 196 to 201 - Restrictions on use of landlord's break clause and arrangements for recovering possession

438. See the notes addressing sections 175 to 180, regarding the restrictions on use of a landlord's notice under a periodic standard contract, and the related arrangements for recovering possession. The provisions relating to use of a landlord's break clause are broadly identical.

**PENNOD 8 - ADOLYGIAD GAN LANDLORD O BENDERFYNIAD I ROI
HYSBYSIAD YN EI GWNEUD YN OFYNNOL ILDIO MEDDIANT
(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU SAFONOL
RHAGARWEINIOL A CHONTRACTAU SAFONOL YMDDYGIAD
GWAHARDDDEDIG)**

439. Mae adrannau 202 a 203 yn ymwneud ag adolygiadau mewnol gan landlordiaid o benderfyniadau i geisio meddiant. Mae adolygiadau o'r fath yn gymwys i hysbysiadau sy'n ymwneud â chontractau safonol rhagarweiniol (gweler adran 16) a chontractau safonol ymddygiad gwaharddedig (gweler adran 116), a roddir o dan y telor o gontract o'r fath sy'n ymgorffori adran 173 (hysbysiad y landlord) neu adran 181 (ôl-ddyledion rhent difrifol).

**Adran 202 - Adolygiad o benderfyniad i derfynu contractau safonol rhagarweiniol
neu gontractau safonol ymddygiad gwaharddedig**

440. Mae'r adran hon yn rhoi hawl i ddeiliad contract, sydd wedi cael hysbysiad sy'n ceisio meddiant o dan y telor o'r contract sy'n ymgorffori adran 173 (hysbysiad y landlord) neu hysbysiad adennill meddiant sy'n nodi'r sail ôl-ddyledion rhent difrifol (gweler adran 181), ofyn am adolygiad gan y landlord o'r penderfyniad i roi'r hysbysiad. Rhaid gwneud cais i'r landlord am adolygiad o fewn 14 diwrnod o'r dyddiad y mae'r landlord yn rhoi'r hysbysiad i ddeiliad y contract (oni bai bod y landlord yn caniatáu rhagor o amser).

Adran 203 - Adolygiad y landlord o benderfyniad i roi hysbysiad

441. Rhaid i landlord, ar ôl cael cais i gynnal adolygiad a wnaed yn unol ag adran 202, gynnal adolygiad o'r penderfyniad i roi hysbysiad. Rhaid i'r landlord hysbysu deiliad y contract o ganlyniad yr adolygiad cyn y dyddiad y caiff y landlord wneud hawliad meddiant mewn perthynas â'r hysbysiad. Os yw'r adolygiad yn cadarnhau'r penderfyniad i roi'r hysbysiad, rhaid rhoi'r rhesymau dros y cadarnhad.

442. O dan is-adrannau (5) a (6) caiff Gweinidogion Cymru wneud rheoliadau sy'n ymwneud â'r weithdrefn ar gyfer adolygiadau.

**PENNOD 9 - HAWLIADAU MEDDIANT: PWERAU'R LLYS
(MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)**

Adran 204 - Hawliadau meddiant

443. Mae adran 204 yn darparu na chaiff y llys ystyried hawliad meddiant os nad yw'r landlord wedi cydymffurfio ag unrhyw ddarpariaeth berthnasol a nodir yn is-adran (1). Mae is-adran (1)(a) yn nodi adrannau o'r Ddeddf sy'n gosod gofynion neu gyfyngiadau penodol o ran hawliadau meddiant. Mae is-adran (1)(b) y nodi'r gofyniad cyffredinol i hysbysiadau meddiant gydymffurfio ag adran 150, ac adran 151 yn achos contractau safonol rhagarweiniol neu gontractau safonol ymddygiad gwaharddedig. Mae is-adran (2) yn darparu y caiff y llys ddiystyru'r gofynion hyn os yw o'r farn ei bod yn rhesymol gwneud hynny.

444. O dan is-adran (3), nid yw is-adran (1) yn gymwys i gais gan y landlord, pan fo contract isfeddiannaeth, am 'orchymyn adennill meddiant estynedig' yn erbyn isddeiliad o dan adran 65(2) (hynny yw, gorchymyn sy'n ei gwneud yn ofynnol i ddeiliad contract ac isddeiliad ildio meddiant).

**CHAPTER 8 - REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE
REQUIRING POSSESSION
(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD
CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)**

439. Sections 202 and 203 concern internal reviews by landlords of decisions to seek possession. Such reviews apply to notices relating to introductory standard contracts (see section 16) and prohibited conduct standard contracts (see section 116), which are given under the term of such a contract which incorporates section 173 (landlord's notice) or section 181 (serious rent arrears).

Section 202 – Review of decision to terminate introductory standard contracts or prohibited contracts standard contracts

440. This section confers a right on a contract-holder, who has received a notice seeking possession under the term of the contract incorporating section 173 (landlord's notice) or a possession notice specifying the serious rent arrears ground (see section 181), to request a review by the landlord of the decision to give the notice. A request for review must be made to the landlord within 14 days of the date on which the landlord gives the contract-holder the notice (unless the landlord allows additional time).

Section 203 - Landlord's review of decision to give a notice

441. A landlord, having received a request to carry out a review which was made in compliance with section 202, must carry out a review of the decision to give a notice. The landlord must notify the contract-holder of the outcome of the review before the date after which the landlord may make a possession claim related to the notice. If the review confirms the decision to give the notice, the reasons for the confirmation must be given.

442. Under subsections (5) and (6), the Welsh Ministers may make regulations concerning the procedure relating to reviews.

**CHAPTER 9 - POSSESSION CLAIMS: POWERS OF COURT
(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)**

Section 204 – Possession claims

443. Section 204 provides that the court may not consider a possession claim where the landlord has not complied with any relevant provision set out in subsection (1). Subsection (1)(a) sets out sections of the Act which impose specific requirements or restrictions relating to possession claims. Subsection (1)(b) sets out the general requirement for possession notices to comply with section 150, and section 151 in the case of introductory standard contracts or prohibited conduct standard contracts. Subsection (2) provides that the court may dispense with these requirements if it considers it is reasonable to do so.

444. Under subsection (3), subsection (1) does not apply to an application by the landlord, where there is a sub-occupation contract, for an 'extended possession order' against a sub-holder under section 65(2) (that is, an order which requires that a contract-holder and a sub-holder give up possession).

Adran 205 – Gorchymynion adennill meddiant

445. Mae'r adran hon yn darparu bod pŵer y llys i wneud gorchymyn adennill meddiant wedi ei gyfyngu i'r seiliau a restrir yn is-adran (1). Mae is-adran (2) yn gymwys pan fo hysbysiad adennill meddiant wedi ei roi i ddeiliad y contract, ac mae'n cyfyngu'r llys i wneud gorchymyn adennill meddiant mewn perthynas â sail a bennir yn yr hysbysiad adennill meddiant yn unig, ond mae is-adran (3) yn darparu y caiff y llys ganiatáu i'r hysbysiad gael ei ddiwygio cyn iddo wneud gorchymyn.

Adran 206 – Effaith gorchymyn adennill meddiant

446. Mae'r adran hon yn ymdrin ag effaith gorchymyn adennill meddiant. Pan fo llys yn gwneud gorchymyn adennill meddiant, mae'r contract yn dod i ben ar y dyddiad a bennir yn y gorchymyn, hyd yn oed os yw deiliad y contract yn ildio meddiant cyn hynny. Os yw deiliad y contract yn parhau i feddiannu'r annedd ar ôl y dyddiad a bennir yn y gorchymyn, daw'r contract i ben pan fydd deiliad y contract yn ildio meddiant, ond os nad yw deiliad y contract yn ildio meddiant cyn cyflawni'r gorchymyn, daw'r gorchymyn i ben pan gyflawnir y gorchymyn. Mewn achosion pan fo gorchymyn yn ei gwneud yn ofynnol cynnig contract newydd i rai o gyd-deiliad y contract, ond nid pob un ohonynt, ar gyfer yr annedd berthnasol, daw'r contract gwreiddiol i ben yn union cyn cychwyn y contract newydd.

Adran 207 – Cymryd rhan mewn achos

447. Mae gan berson sydd â 'hawliau cartref' (yn yr ystyr a roddir i 'home rights' gan adran 30(2) o Ddeddf Cyfraith Teulu 1996; er enghraifft, person sy'n byw mewn annedd sy'n eiddo i'w bartner yn ystod ysgariad neu wahaniad) ac sy'n meddiannu annedd ond nad yw'n ddeiliad y contract, hawl i gymryd rhan mewn achos meddiant sy'n ymwneud â'r annedd honno, yn ogystal â hawl i ofyn am ohiriad, ataliad neu oediad o'r achos.

Adran 208 – Camliwio neu gelu ffeithiau i gael gorchymyn adennill meddiant

448. Caiff y llys orchymyn i landlord dalu tâl digolledu i ddeiliad contract os bodlonir y llys fod gorchymyn adennill meddiant a wnaed gan y llys wedi ei gael drwy gamliwio neu gelu ffeithiau perthnasol.

PENNOD 10 - HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SEILIAU YN ÔL DISGRESIWN (MAE'R BENNOD HON YN GYMWYS I BOB CONTRACT MEDDIANNAETH)

Adran 209 – Hawliad ar sail tor contract

449. Pan fo landlord yn gwneud hawliad meddiant ar sail tor contract ni chaiff y llys wneud gorchymyn adennill meddiant os na ddarbwyllir y llys fod gwneud hynny yn rhesymol. Caiff y llys wneud gorchymyn adennill meddiant hyd yn oed os nad oedd deiliad y contract mwyach yn torri'r contract cyn i'r landlord wneud yr hawliad meddiant.

450. Mae'r adran hon hefyd yn cyflwyno Atodlen 10.

Section 205 – Orders for possession

445. This section provides that the power of the court to make a possession order is limited to the grounds listed in subsection (1). Subsection (2) applies where a possession notice has been given to the contract-holder, and restricts the court to making a possession order only in relation to a ground specified in the possession notice, but subsection (3) provides that the court may allow the notice to be amended before it makes an order.

Section 206 – Effect of order for possession

446. This section deals with the effect of a possession order. Where a court makes a possession order, the contract ends on the date specified in the order, even if the contract-holder gives up possession beforehand. If the contract-holder continues to occupy the dwelling after the date set in the order, the contract ends when the contract-holder gives up possession, but if the contract-holder does not give up possession before the order is executed, the contract ends when the order is executed. In cases where an order requires that some but not all joint contract-holder(s) must be offered a new contract in respect of the relevant dwelling, the original contract ends immediately prior to the new one commencing.

Section 207 – Participation in proceedings

447. A person with 'home rights' (as defined by section 30(2) of the Family Law Act 1996; for example, a person living in their partner's property during a divorce or separation) who is occupying a dwelling but who is not the contract-holder, has a right to participate in possession proceedings relating to that dwelling, as well as a right to seek an adjournment, postponement, stay or suspension of those proceedings.

Section 208 – Misrepresentation or concealment of facts used to obtain order for possession

448. The court may order a landlord to pay compensation to a contract-holder if it is satisfied that a possession order made by the court was obtained using misrepresentation or concealment of material facts.

CHAPTER 10 – POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Section 209 – Breach of contract ground

449. Where a landlord makes a possession claim on the ground of breach of contract the court may only make a possession order if it considers it reasonable to do so. The court is able to make a possession order even if the contract-holder was no longer in breach of the contract before the landlord made the possession claim.

450. This section also introduces Schedule 10.

Atodlen 10 - Gorchymynion adennill meddiant ar seiliau disgresiwn etc.: rhesymoldeb

451. Mae Atodlen 10 yn pennu'r amgylchiadau y mae'n rhaid i'r llys eu hystyried (i'r graddau y mae'r llys yn ystyried eu bod yn berthnasol) mewn perthynas â gwneud gorchymyn adennill meddiant ar sail tor contract. Mae disgresiwn gan y llys o ran gwneud y gorchymyn ai peidio (yn wahanol i 'seiliau absoliwt', pan fo'n rhaid i'r llys wneud y gorchymyn a geisir os yw'r sail wedi ei phrofi, a siarad yn gyffredinol). Mae'r Atodlen hon hefyd yn gymwys pan fo'r llys yn ystyried a ddylai wneud gorchymyn ar sail rheoli ystad (gweler adran 210), a phan fo'r llys yn ystyried a ddylai ohirio achos neu ohirio ildio meddiant o dan orchymyn adennill meddiant (gweler adran 211).
452. Mae paragraffau 4 i 13 yn pennu'r amgylchiadau amrywiol. Yn gryno, y rhain yw:
- Amgylchiadau o ran deiliad y contract;
 - Amgylchiadau o ran y landlord;
 - Amgylchiadau o ran personau eraill;
 - Pa un a yw'r landlord wedi cynnig, neu'n ymrwymo i gynnig, contract meddiannaeth newydd;
 - Amgylchiadau sy'n berthnasol i hawliad meddiant ar sail tor contract;
 - Amgylchiadau sy'n berthnasol i hawliad meddiant sy'n ymwneud ag adran 55 (ymddygiad gwaharddedig);
 - Amgylchiadau sy'n berthnasol i hawliad meddiant yn ymwneud â Sail G o'r seiliau rheoli ystad (dim angen y llety ar yr olynydd wrth gefn); ac
 - Amgylchiadau sy'n berthnasol i hawliad meddiant ar Sail H o'r seiliau rheoli ystad (cyd-ddeiliad contract yn ymadael).
453. Mae paragraff 14 yn amlinellu amgylchiad na ddylai llys roi sylw iddo (yn ddarostyngedig i unrhyw ddyletswydd arall i roi sylw i'r amgylchiad hwnnw); hynny yw, y tebygolrwydd y darperir cymorth i ddeiliad y contract os aiff yn ddigartref.

Adran 210 - Seiliau rheoli ystad

454. Pan fo landlord yn gwneud hawliad meddiant o dan sail rheoli ystad (gweler adran 160), ni chaiff y llys wneud gorchymyn oni bai ei fod o'r farn y byddai'n rhesymol gwneud hynny (gweler Atodlen 10, y cyfeirir ati uchod) ac wedi ei fodloni y bydd y landlord yn sicrhau bod llety addas arall ar gael i ddeiliad y contract (gweler Atodlen 11).
455. Pan fo landlord yn gwneud hawliad meddiant ar y Sail B (ailddatblygu), a'r cynllun ailddatblygu yn ddarostyngedig i amodau, rhaid i'r llys fod wedi ei fodloni bod yr amodau naill ai wedi eu bodloni neu y byddant yn cael eu bodloni cyn y gall wneud y gorchymyn. Dylai'r landlord a deiliad y contract gytuno rhyngddynt ar unrhyw gostau a ddyfernir i ddeiliad y contract ar gyfer ei dreuliau rhesymol o dan adran 160(4), ond gall y llys eu pennu a'u hadennill oddi ar y landlord fel dyled sifil. Dyled y gall y llys ei gorfodi yw dyled sifil.

Schedule 10 - Orders for Possession on discretionary grounds etc.: reasonableness

451. Schedule 10 sets out the circumstances that the court must consider (so far as the court thinks they are relevant) in relation to making a possession order on the ground of breach of contract. The court has discretion as to whether to make the order (in contrast to the 'absolute grounds', where, broadly speaking, the court must make the order sought if the ground is made out). This Schedule also applies where the court is considering whether to make an order on an estate management ground (see section 210), and where the court is considering whether to adjourn proceedings or postpone the giving up of possession under a possession order (see section 211).
452. Paragraphs 4 to 13 set out the various circumstances. In summary, these are:
- Circumstances as regards the contract-holder;
 - Circumstances as regards the landlord;
 - Circumstances as regards other persons;
 - Whether the landlord has offered or undertakes to offer a new occupation contract;
 - Circumstances which are relevant to a possession claim on ground of breach of contract;
 - Circumstances which are relevant to a possession claim concerning section 55 (prohibited conduct);
 - Circumstances which are relevant to a possession claim on estate management Ground G of the estate management grounds (accommodation not required by reserve successor); and
 - Circumstances which are relevant to a possession claim on estate management Ground H (departing joint contract-holder).
453. Paragraph 14 sets out a circumstance to which a court must not have regard (subject to any other duty to have regard to that circumstance); that is, the likelihood of assistance being provided to the contract-holder in the event of him or her becoming homeless.

Section 210 – Estate management grounds

454. Where a landlord makes a possession claim under an estate management ground (see section 160), the court may only make an order if it considers it reasonable to do so (see Schedule 10, addressed above) and is satisfied that the landlord will make suitable alternative accommodation available to the contract-holder (see Schedule 11).
455. Where a landlord makes a possession claim on Ground B (redevelopment), and the redevelopment scheme is subject to conditions, the court must be satisfied that such conditions have been, or will be, met before it can make the order. Any costs awarded for reasonable expenses to the contract-holder under section 160(4) should be agreed between the landlord and the contract-holder, but can be determined by the court and recovered from the landlord as a civil debt. A civil debt is a debt which can be enforced by the court.

456. Mae'r adran hon (ynghyd ag adran 222) hefyd yn cyflwyno Atodlen 11, sy'n pennu'r materion sydd i'w hystyried wrth benderfynu a yw llety arall yn addas ai peidio.

Atodlen 11 - Llety arall addas

457. Mae'r Atodlen hon yn gymwys mewn perthynas â gorchymynion adennill meddiant o dan sail rheoli ystad. Mae hefyd yn gymwys mewn perthynas â gorchymyn a wneir o dan adran 222 (apêl yn dilyn meddiant oherwydd cefnu), sy'n rhoi pŵer i'r llys orchymyn i landlord ddarparu llety arall addas.
458. Mae Atodlen 11 yn gwneud darpariaeth ynghylch pennu a fydd llety addas o'r fath yn cael ei ddarparu mewn unrhyw achos penodol. Mae paragraff 4, yn benodol, yn nodi nifer o faterion y mae'n rhaid i'r llys eu hystyried.

Adran 211 - Pwerau i ohirio achosion ac i ohirio ildio meddiant

459. Caiff y llys ohirio achosion meddiant a wneir ar y sail yn adran 157 (tor contract) neu ar sail rheoli ystad (gweler adran 160) am ba bynnag gyfnod neu gyfnodau a ystyrir yn rhesymol gan y llys. Pan fo'r llys yn gwneud gorchymyn adennill meddiant o dan adran 209 (tor contract) neu adran 210 (seiliau rheoli ystad), caiff ohirio ildio meddiant am ba bynnag gyfnod neu gyfnodau yr ystyria'n briodol.
460. Pan fo'r llys, o dan yr adran hon, wedi gohirio achos neu wedi gohirio ildio meddiant, rhaid iddo osod amodau ar ddeiliad y contract mewn perthynas ag unrhyw ôl-ddyledion rhent a pharhau i dalu unrhyw rent hyd nes bo'r achos wedi ei gwblhau, oni bai ei fod o'r farn y byddai gwneud hynny yn achosi caledi eithriadol i ddeiliad y contract neu'n afresymol mewn unrhyw ffordd arall.
461. Caiff y llys osod unrhyw amodau eraill a ystyria'n briodol, a chaiff ryddhau'r gorchymyn adennill meddiant yn erbyn deiliad y contract os yw o'r farn bod yr amodau angenrheidiol wedi eu bodloni. Rhaid i'r llys ystyried yr amgylchiadau a bennir yn Atodlen 10 (y cyfeirir ati uchod), i'r graddau y mae'n ystyried eu bod yn berthnasol, wrth wneud penderfyniad o ran pa un a ddylai atal achos neu ohirio ildio meddiant.

PENNOD 11 - HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN PERTHYNAS Â SAIL ABSOLIWT (NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU DIOGEL)

Adran 212 - Sail hysbysiad deiliad y contract

462. Pan fo deiliad contract o dan gontract diogel wedi rhoi hysbysiad i'r landlord o dan y telor o'r contract sy'n ymgorffori adran 163 a'r landlord, yn dilyn hynny, wedi gwneud hawliad meddiant gan ddibynnu ar y sail yn y telor o'r contract sy'n ymgorffori adran 165 (hynny yw, mae deiliad y contract wedi methu ag ildio meddiant wedi iddo roi hysbysiad i derfynu'r contract), rhaid i'r llys wneud gorchymyn adennill meddiant, yn ddarostyngedig i unrhyw amddiffyniad sy'n seiliedig ar hawliau dynol deiliad y contract.

456. This section also (along with section 222) introduces Schedule 11, which sets out the matters to be considered in determining whether alternative accommodation is suitable.

Schedule 11 - Suitable alternative accommodation

457. This Schedule applies in relation to possession orders under an estate management ground. It also applies in relation to an order made under section 222 (appeal following possession for abandonment), which provides the court with a power to order a landlord to provide suitable alternative accommodation.
458. Schedule 11 makes provision about determining whether, in any specific case, suitable alternative accommodation will be available. In particular, paragraph 4 sets out a number of matters which the court must consider.

Section 211 - Powers to adjourn proceedings and postpone giving up of possession

459. The court may adjourn possession proceedings made on the ground in section 157 (breach of contract) or on an estate management ground (see section 160) for such period or periods as it considers reasonable. Where the court makes a possession order under section 209 (breach of contract) or section 210 (estate management grounds), it may suspend the giving up of possession for such period or periods as it thinks fit.
460. Where under this section the court has adjourned proceedings or postponed the giving up of possession, it must impose conditions on the contract-holder in relation to any rent arrears and the continued payment of any rent until the proceedings are concluded, unless it considers that to do so would cause exceptional hardship to the contract-holder or be unreasonable in any other way.
461. The court may impose any other conditions that it thinks appropriate and can discharge the order for possession against the contract-holder if it considers that the required conditions have been met. The circumstances set out in Schedule 10 (addressed above) must be considered by the court, so far as it thinks them relevant, when making a decision on whether to adjourn proceedings or postpone the giving up of possession.

CHAPTER 11 - POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUND

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

Section 212 - Contract-holder's notice ground

462. Where a contract-holder under a secure contract has given notice to the landlord under the term of the contract incorporating section 163, and subsequently the landlord has made a possession claim in reliance of the ground in the term of the contract incorporating section 165 (i.e. the contract-holder has failed to give up possession after he or she gave notice to end the contract), the court must make a possession order, subject to any defence based on the contract-holder's human rights.

Adran 213 – Adolygiad o hawliad a wneir ar sail absoliwt

463. Pan fo landlord yn gwneud hawliad meddiant o dan y telor o'r contract sy'n ymgorffori adran 165, a bod y landlord yn landlord cymunedol neu fod penderfyniad y landlord i wneud gorchymyn adennill meddiant o'r fath yn destun adolygiad barnwrol, caiff deiliad contract, yn ystod achos meddiant yn y llys sirol, wneid cais am adolygiad gan y llys o benderfyniad y landlord i geisio adennill meddiant. Caiff y llys gadarnhau neu ddiddymu penderfyniad y landlord. Bydd y llys sirol yn cymhwyso'r egwyddorion a gymhwysir gan yr Uchel Lys yn ystod cais am adolygiad barnwrol; mae'r adran hon yn golygu, pan fo'r cais am orchymyn adennill meddiant gerbron y llys sirol, na fydd angen i ddeiliad y contract ddod ag achos ar wahân gerbron yr Uchel Lys ar adolygiad barnwrol o'r penderfyniad i ddyroddi'r hysbysiad.

Adran 214 – Pwerau i ohirio ildio meddiant

464. Pan fo'r llys yn gwneud gorchymyn adennill meddiant o dan adran 212, caiff ohirio ildio meddiant. Ond ni chaiff ohirio ildio'r meddiant am fwy nag 14 diwrnod ar ôl gwneud y gorchymyn adennill meddiant, oni bai y byddai hynny'n achosi caledi eithriadol i ddeiliad y contract. Mewn achosion o'r fath, caniateir gohirio adennill meddiant am hyd at chwe wythnos.

PENNOD 12 – HAWLIADAU MEDDIANT: PWERAU'R LLYS MEWN

PERTHYNAS Â SEILIAU ABSOLIWT

(NID YW'R BENNOD HON OND YN GYMWYS I GONTRACTAU DIOGEL)

Adran 215 – Seiliau rhoi hysbysiad

465. Pan fo landlord wedi gwneud hawliad meddiant o dan y telor o'r contract sy'n ymgorffori adran 170 neu 191 (sy'n ymwneud, yn eu tro, â methiant i ildio meddiant ar ôl rhoi hysbysiad deiliad y contract o dan gontract safonol cyfnodol neu gontract safonol cyfnod penodol), neu adran 186 (hysbysiad mewn cysylltiad â diwedd contract safonol cyfnod penodol), rhaid i'r llys wneud gorchymyn adennill meddiant, yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau dynol deiliad y contract.

466. Rhaid i'r llys hefyd wneud gorchymyn adennill meddiant pan fo'r landlord wedi gwneud hawliad meddiant o dan y telor o'r contract sy'n ymgorffori adran 178 neu 199 (sy'n gymwys, yn eu tro, i hysbysiad landlord o dan gontract safonol cyfnodol neu gontract safonol cyfnod penodol). Mae hyn yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau dynol deiliad y contract, ac i adran 217 (troi allan dialgar). Yn achos landlordiaid penodol, caiff deiliad y contract, o dan adran 218, wneud cais am adolygiad o benderfyniad y landlord i wneud yr hawliad meddiant.

Section 213 – Review of claim made on absolute ground

463. Where a landlord makes a possession claim under the term of the contract incorporating section 165, and the landlord is a community landlord or the landlord's decision to make such a possession claim is subject to judicial review, a contract-holder may, during possession proceedings in the county court, apply for a review by the court of the landlord's decision to seek possession. The court may confirm or quash the landlord's decision. The principles applied by the High Court during an application for judicial review will be applied by the county court; this section means that where the application for the order for possession is before the county court, there will be no need for the contract-holder to bring separate proceedings in the High Court on a judicial review of the decision to issue the notice.

Section 214 – Powers to postpone giving up of possession

464. Where the court makes an order for possession under section 212, it may postpone the giving up of possession. But it may not postpone the giving up of possession for more than 14 days after the making of the possession order unless exceptional hardship would be caused to the contract-holder. In such cases, possession may be postponed for up to six weeks.

CHAPTER 12 - POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

Section 215 – Notice grounds

465. Where a landlord has made a possession claim under the term of the contract incorporating section 170 or 191 (which, respectively, concern failure to give up possession after giving a contract-holder's notice under a periodic standard contract or a fixed term standard contract), or section 186 (notice in connection with the end of a fixed term standard contract), the court must make a possession order, subject to any available defence based on the contract-holder's human rights.

466. The court must also make an order for possession where the landlord has made a possession claim under the term of the contract incorporating section 178 or 199 (which apply, respectively, to a landlord's notice under a periodic standard contract or a fixed term standard contract). This is subject to any available defence based on the contract-holder's human rights, and to section 217 (retaliatory evictions). In the case of certain landlords, the contract-holder may, under section 218, be able to seek a review of the landlord's decision to make the possession claim.

Adran 216 – Seiliau ôl-ddyledion rhent difrifol

467. Rhaid i'r llys wneud gorchymyn adennill meddiant yn erbyn deiliad contract sydd â chontract safonol, os yw wedi ei fodloni fod y sail ôl-ddyledion rhent difrifol (adran 181 (contractau safonol cyfnodol) neu 187 (contractau safonol cyfnod penodol)) wedi eu bodloni. Hynny yw, mae gan ddeiliad y contract ôl-ddyledion difrifol ar y dyddiad y gwnaeth y landlord yr hawliad ac ar y dyddiad y mae'r llys yn gwrando'r hawliad. Mae hyn yn ddarostyngedig i unrhyw amddiffyniad sydd ar gael ar sail hawliau dynol deiliad y contract. Yn achos landlordiaid penodol, hwyrach y caiff deiliad y contract wneud cais am adolygiad o benderfyniad y landlord o dan adran 218.

Adran 217 – Hawliadau meddiant dialgar i osgoi rhwymedigaethau i atgyweirio etc.

468. Pan fo landlord wedi rhoi hysbysiad landlord a'i fod yn gwneud hawliad meddiant o dan y teler o'r contract sy'n ymgorffori adran 178 (contractau safonol cyfnodol) neu adran 199 (contractau safonol cyfnod penodol), caiff y llys ddewis peidio â gwneud gorchymyn adennill meddiant os yw o'r farn bod yr hawliad yn un dialgar; hynny yw, mae'r hawliad meddiant wedi ei wneud gan y landlord i osgoi ei rwymedigaethau i atgyweirio'r annedd a'i chadw'n ffit i bobl fyw ynddi o dan delerau'r contract meddiannaeth sy'n ymgorffori adrannau 91 a 92. Sylwer nad yw'r ddarpariaeth hon yn gymwys, i bob pwrpas, i gontract safonol cyfnod penodol am gyfnod o saith mlynedd neu fwy, gan na chaiff adrannau 91 a 92 neu hymgorffori mewn contractau o'r fath fel mater o drefn.

469. Mae is-adran (4) yn rhoi pŵer i Weinidogion Cymru wneud rheoliadau sy'n diwygio'r adran hon er mwyn darparu disgrifiadau pellach o hawliad dialgar.

Adran 218 – Adolygiad o hawliad a wneir ar sail absoliwt

470. Mae'r adran hon yn gymwys i landlord sy'n landlord cymunedol y mae ei benderfyniad i wneud hawliad meddiant yn destun adolygiad barnwrol. Mae bron yn union yr un fath ag adran 213, y cyfeirir ati uchod.

Adran 219 – Pwerau i ohirio ildio meddiant

471. Mae'r adran hon bron yn union yr un fath ag adran 214, y cyfeirir ati uchod.

PENNOD 13 – CEFNU

**(MAE'R BENNOD HON YN BERTHNASOL I BOB CONTRACT
MEDDIANNAETH)**

Adran 220 - Meddiannu anheddau y cefnwyd arnynt

472. Pan fo landlord yn credu bod deiliad y contract wedi cefnu ar yr annedd, caiff adennill meddiant o'r annedd heb yr angen am orchymyn llys. Mewn amgylchiadau o'r fath, rhaid i'r landlord roi hysbysiad i ddeiliad y contract, sy'n datgan bod y landlord yn credu bod deiliad y contract wedi cefnu ar yr annedd. Rhaid i'r hysbysiad hysbysu deiliad y contract bod rhaid iddo gysylltu â'r landlord mewn ysgrifen cyn diwedd y 'cyfnod rhybuddio' i gadarnhau na chefnwyd ar yr annedd, ac y bydd y landlord yn terfynu'r contract os na wnaiff hynny. Y cyfnod o rybudd yw pedair wythnos o'r diwrnod y rhoddwyd yr hysbysiad (gweler adran 237 ynglŷn â hynny, sy'n darparu y gellir 'rhoi' hysbysiad i rywun mewn sawl ffordd, gan gynnwys ei bostio i'r annedd o dan sylw).

Section 216 – Serious rent arrears grounds

467. A court must make a possession order against a contract-holder who has a standard contract where it is satisfied that the serious rent arrears ground (section 181 (periodic standard contracts) or 187 (fixed term standard contracts)) has been met. That is, the contract-holder is in serious arrears on the date the landlord made the claim and on the date the possession claim is heard by the court. This is subject to any available defence based on the contract-holder's human rights. In the case of certain landlords, the contract-holder may be able to seek a review of the landlord's decision under section 218.

Section 217 – Retaliatory possession claims to avoid obligations to repair etc.

468. Where a landlord has given a landlord's notice and makes a possession claim under the term of the contract incorporating section 178 (periodic standard contracts) or section 199 (fixed term standard contracts), the court may choose not to make a possession order if it considers the claim to be a retaliatory claim; that is, the possession claim has been made by the landlord to avoid their obligations relating to repair of the dwelling and keeping it fit for human habitation under the terms of the occupation contract incorporating sections 91 and 92. Note that this provision effectively does not apply in relation to a fixed term standard contract for a term of seven years or more, as sections 91 and 92 are not automatically incorporated into such contracts.

469. Subsection (4) provides a power for the Welsh Ministers to make regulations amending the section in order to provide for further descriptions of retaliatory claim.

Section 218 – Review of claim made on absolute ground

470. This section applies to a landlord who is a community landlord or whose decision to make a possession claim is subject to judicial review. This is in broadly identical terms to section 213, addressed above.

Section 219 – Powers to postpone giving up of possession

471. This is in broadly identical terms to section 214, addressed above.

CHAPTER 13 – ABANDONMENT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Section 220 - Possession of abandoned dwellings

472. Where a landlord believes that a contract-holder has abandoned the dwelling, they may recover possession of the dwelling without the need for a court order. In such circumstances the landlord must give the contract-holder a notice stating the landlord believes the contract-holder has abandoned the dwelling. The notice must inform the contract-holder that he or she must contact the landlord in writing before the end of the 'warning period' to confirm the dwelling is not abandoned, and that if he or she does not do so, the landlord will end the contract. The warning period is four weeks from the day on which notice is given (as to which see section 237, which provides that notice can be 'given' to someone in a variety of ways, including by posting it to the dwelling in question).

473. Rhaid i'r landlord, yn ystod y cyfnod rhybuddio, gynnal unrhyw ymholiadau sydd eu hangen er mwyn bodloni ei hun bod deiliad y contract wedi cefnu ar yr annedd mewn gwirionedd. Ar ddiwedd y cyfnod o rybudd, os bodlonir y landlord fod deiliad y contract wedi cefnu ar yr annedd, caiff y landlord derfynu'r contract drwy roi hysbysiad pellach i ddeiliad y contract, gan ddarparu copïau o'r hysbysiad hwnnw i unrhyw letywr neu isddeiliad sy'n byw yn yr annedd.

Adran 221 - Gwaredu eiddo

474. Caiff Gweinidogion Cymru wneud rheoliadau ynghylch yr hyn y dylid ei wneud gydag unrhyw eiddo y deuir o hyd iddo mewn annedd pan fo'r contract wedi dod i ben o dan adran 220.

Adran 222 - Rhwymedïau deiliad y contract

475. O fewn chwe mis ar ôl rhoi'r hysbysiad sy'n terfynu'r contract, caiff deiliad y contract wneud cais i'r llys am rwymedi ar unrhyw un o'r seiliau a bennir yn is-adran (2); er enghraifft, y sail bod y landlord wedi methu â gwneud yr ymholiadau angenrheidiol yn ystod y cyfnod o rybudd.

476. Caiff llys wrthdroi ymgais y landlord i derfynu'r contract, i bob pwrpas, os yw wedi ei fodloni fod un o'r seiliau yn is-adran (2) wedi ei bodloni. Caiff y llys adfer y contract mewn perthynas â'r annedd, ei gwneud yn ofynnol fod y landlord yn darparu llety arall addas (y pennir a yw ar gael yn unol ag Atodlen 11) neu wneud pa bynnag orchymyn arall yr ystyria'n briodol.

Adran 223 - Pŵer i amrywio cyfnodau yn ymwneud â chefnu

477. Caiff Gweinidogion Cymru wneud rheoliadau i amrywio'r cyfnod o rybudd o dan adran 220(8) neu'r cyfnod a ganiateir i ddeiliad y contract geisio rhwymedi o dan adran 222(1).

Adran 222 - Hawliau mynediad

478. O dan yr adran hon mae gan y landlord hawl i fynd i annedd unrhyw bryd os yw'n credu'n rhesymol y cefnwyd arno, gan ddefnyddio grym rhesymol os oes angen, er mwyn gwneud yr annedd a'i chynnwys yn ddiogel.

PENNOD 14 - CYD-DDEILIAID CONTRACT: GWAHARDD A THERFYNU (MAE'R BENNOD HON YN BERTHNASOL I BOB CONTRACT MEDDIANNAETH)

Adran 225 - Anfeddiannaeth: gwahardd gan y landlord

479. Pan fo'r contract yn ei gwneud yn ofynnol fod cyd-ddeiliaid contract yn meddiannu'r annedd fel eu hunig gartref neu eu prif gartref, a bod y landlord yn credu nad yw cyd-ddeiliad contract yn meddiannu'r annedd nac yn bwriadu gwneud hynny, caiff y landlord gymryd camau i wahardd y cyd-ddeiliad contract hwnnw o'r contract. Er mwyn gwneud hynny, rhaid i'r landlord roi hysbysiad i'r cyd-ddeiliad contract perthnasol, i'r perwyl nad yw'n credu ei fod yn byw yn yr eiddo, nac yn bwriadu byw yno yn y dyfodol, ac y bydd y landlord, felly, yn terfynu hawliau a rhwymedigaethau'r cyd-ddeiliad contract o dan y contract. Rhaid i'r hysbysiad ei gwneud yn ofynnol i'r cyd-ddeiliad contract gysylltu â'r landlord mewn ysgrifen o fewn pedair wythnos o'r diwrnod y rhoddwyd hysbysiad iddo, i gadarnhau ei fod yn meddiannu'r eiddo, neu'n bwriadu meddiannu'r annedd.

473. The landlord must, during the warning period, carry out such inquiries as are necessary to satisfy themselves that the contract-holder has indeed abandoned the dwelling. If, at the end of the warning period, the landlord is satisfied that the contract-holder has abandoned the dwelling, the landlord may end the contract by means of giving the contract-holder a further notice, copies of which must be provided to any lodger or sub-holder who lives in the dwelling.

Section 221 – Disposal of property

474. The Welsh Ministers may make regulations about what should be done with any property found in a dwelling where the contract has ended under section 220.

Section 222 – Contract-holder’s remedies

475. Within six months of the notice ending the contract having been given, the contract-holder may apply to the court for a remedy on any of the grounds set out in subsection (2); for example, the ground that the landlord failed to make the necessary inquiries during the warning period.

476. A court can effectively overturn the landlord’s termination of the contract if it is satisfied that one of the grounds in subsection (2) is met. The court may reinstate the contract in relation to the dwelling, require the landlord to provide suitable alternative accommodation (the availability of which is determined in accordance with Schedule 11) or make any other order it thinks fit.

Section 223 – Power to vary periods of time relating to abandonment

477. The Welsh Ministers may make regulations varying the warning period under section 220(8) or the period allowed for the contract-holder to seek a remedy under section 222(1).

Section 224 – Rights of entry

478. Under this section a landlord is entitled to enter a dwelling at any time where they reasonably believe it has been abandoned, using reasonable force if necessary, in order to make the dwelling and its contents secure.

CHAPTER 14 – JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Section 225 – Non-occupation: exclusion by landlord

479. Where the contract requires joint contract-holders to occupy the dwelling as their only or principal home, and the landlord believes that a joint contract-holder is not occupying the dwelling and does not intend to, the landlord can take action to exclude that joint contract-holder from the contract. To do so, the landlord must give the relevant joint contract-holder notice that they do not believe he or she is living in the property, and does not intend to live there in future, and that the landlord will therefore be terminating the joint contract-holder’s rights and obligations under the contract. The notice must require the joint contract-holder to contact the landlord in writing within four weeks of the day on which notice was given to confirm that they are occupying, or intend to occupy, the dwelling.

480. Yn ystod y cyfnod hwn o rybudd o bedair wythnos rhaid i'r landlord wneud unrhyw ymholiadau sy'n angenrheidiol i'w fodloni ei hunan nad yw'r cyd-ddeiliad contract yn meddiannu'r eiddo nac yn bwriadu gwneud hynny. Os yw'r landlord, ar ddiwedd y cyfnod o rybudd, wedi ei fodloni nad yw'r cyd-ddeiliad contract yn byw, nac yw'n bwriadu byw, yn yr annedd, caiff y landlord derfynu hawliau a rhwymedigaethau'r cyd-ddeiliad contract o dan y contract drwy roi hysbysiad pellach i'r cyd-ddeiliad contract, a darparu copïau ohono i'r cyd-ddeiliad arall neu'r cyd-ddeiliaid eraill. Terfynir hawliau a rhwymedigaethau'r cyd-ddeiliad contract o dan y contract wyth wythnos ar ôl rhoi'r ail hysbysiad hwn.

Adran 226 - Rhwymedïau am wahardd o dan adran 225

481. Yn ystod y cyfnod o wyth wythnos ar ôl rhoi'r ail hysbysiad a chyn terfynu hawliau a rhwymedigaethau'r cyd-ddeiliad contract o dan y contract o dan adran 225, caiff y cyd-ddeiliad contract wneud cais i'r llys am rwymedi ar y seiliau yn is-adran (2); er enghraifft, fod y cyd-ddeiliad contract yn meddiannu'r annedd a bod ganddo reswm da dros beidio ag ymateb i'r hysbysiad.
482. Os bodlonir y llys fod un o'r seiliau yn is-adran (2) wedi ei bodloni, caiff ddatgan nad yw'r hysbysiad a roddwyd o dan adran 225(6) yn cael effaith, a bod y cyd-ddeiliad contract yn parhau i fod yn barti i'r contract. Caiff y llys hefyd wneud unrhyw orchymyn pellach yr ystyria'n briodol.

Adran 227 - Anfeddiannaeth: gwahardd gan gyd-ddeiliad contract

483. O dan yr adran hon, caiff un cyd-ddeiliad contract ('C') gymryd camau i derfynu hawliau a rhwymedigaethau cyd-ddeiliad contract arall ('A'). Dim ond pan fo'r contract yn ei gwneud yn ofynnol bod y cyd-ddeiliaid contract dan sylw yn meddiannu'r annedd fel ei unig gartref neu ei brif gartref y mae hyn yn gymwys.
484. Caiff C gymryd camau i derfynu hawliau a rhwymedigaethau A os yw C yn credu nad yw A yn byw yn yr annedd ac nad yw'n bwriadu byw yno yn y dyfodol. Mewn amgylchiadau o'r fath, rhaid i C roi hysbysiad i A i'r perwyl nad yw'n credu bod A yn byw yn yr annedd, nac yn bwriadu byw yno, ac y gellir terfynu hawliau a rhwymedigaethau A o dan y contract oni fydd A yn cysylltu mewn ysgrifen ag C o fewn pedair wythnos, i gadarnhau bod A yn byw neu'n bwriadu byw yn yr annedd.
485. Rhaid i C ddarparu copïau o'r hysbysiad hwn i'r landlord ac i unrhyw gyd-ddeiliaid contract eraill. Yn ystod y cyfnod rhybudd o bedair wythnos, rhaid i C wneud unrhyw ymholiadau sy'n angenrheidiol i'w fodloni ei hunan nad yw A yn meddiannu'r annedd ac nad yw'n bwriadu gwneud hynny. Os yw C, ar ddiwedd y cyfnod o bedair wythnos, wedi ei fodloni nad yw A yn byw yn yr annedd nac yn bwriadu gwneud hynny, caiff C wneud cais i'r llys i derfynu hawliau a rhwymedigaethau A o dan y contract.
486. Os yw'r llys wedi ei fodloni nad yw A yn byw, nac yn bwriadu byw, yn yr annedd, caiff wneud gorchymyn yn terfynu hawliau a rhwymedigaethau A o dan y contract ar ddyddiad penodedig, oni ellir priodoli absenoldeb A i doriad o'r teler ymddygiad gwaharddedig yn y contract, gan gyd-ddeiliad contract arall (gweler adran 55, yn ogystal ag adran 230 sy'n nodi'r hyn y caiff y landlord ei wneud mewn sefyllfa oedd o'r fath).

480. During this four-week warning period the landlord must make such inquiries as are necessary to be satisfied that the joint contract-holder is not occupying the property and does not intend to. If, at the end of the warning period, the landlord is satisfied that the joint contract-holder is not living in the dwelling, and does not intend to, the landlord may end the joint contract-holder's rights and obligations under the contract by giving a further notice to the joint contract-holder, copies of which must be provided to the other joint contract-holder(s). The joint contract-holder's rights and obligations under the contract end eight weeks after this second notice is given.

Section 226 – Remedies for exclusion under Section 225

481. During the eight week period after the second notice is given and before the joint contract-holder's rights and obligations under the contract are ended under section 225, the joint contract-holder may apply to the court for a remedy on the grounds in subsection (2); for example, the joint contract-holder was occupying the dwelling and had a good reason for not responding to the notice.

482. If the court is satisfied that one of the grounds in subsection (2) is met, it can declare that the notice given under section 225(6) is of no effect and that the joint contract-holder continues to be a party to the contract. The court may also make any further order it thinks fit.

Section 227 – Non-occupation: exclusion by joint contract-holder

483. Under this section, one joint contract-holder ('C') may act to end the rights and obligations of another joint contract-holder ('J'). This only applies where the contract requires occupation of the dwelling as the only or principal home of J.

484. C may seek to end the rights and obligations of J where C believes that J is not living in the dwelling and does not intend to do so in future. In such circumstances, C must give J notice that they do not believe that J is living in the dwelling, or intends to live there, and that J's rights and obligations under the contract may be ended unless they contact C in writing within four weeks to confirm that they are living, or intend to live, in the dwelling.

485. Copies of this notice must be provided by C to the landlord and any other joint contract-holders. During this four week period C must make such inquiries as are necessary to be satisfied that J is not occupying the dwelling and does not intend to. If, at the end of the four-week period, C is satisfied that J is not living in the dwelling, and does not intend to, C may apply to the court to have J's rights and obligations under the contract ended.

486. Where the court is satisfied that J does not live, and does not intend to live, in the dwelling, it may make an order ending J's rights and obligations under the contract on a specified date, unless J's absence can be attributed to another joint contract-holder breaching the prohibited conduct term of the contract (see section 55, and see also section 230 which sets out what the landlord may do in such situations).

Adran 228 – Rhwymedïau am wahardd o dan adran 227

487. O fewn chwe mis ar ôl gwneud y gorchymyn llys o dan adran 227, caiff A wneud cais i'r llys am ddadwneud ei orchymyn ar un o'r seiliau yn is-adran (3). Caiff y llys ddadwneud ei orchymyn ac adfer statws A fel parti i'r contract, a gwneud unrhyw orchymyn arall yr ystyria'n briodol.

Adran 229 - Pŵer i amrywio cyfnodau sy'n ymwneud â gwahardd cyd-ddeiliad contract

488. Caiff Gweinidogion Cymru, drwy reoliadau, ddiwygio'r cyfnodau yn adrannau 225(4) (y cyfnod rhybuddio o ran eithrio gan landlord), 226(1) (y cyfnod y gall cyd-ddeiliad contract geisio rhwymedi gan y llys yn dilyn eithrio gan landlord), 227(10) (y cyfnod rhybuddio o ran eithrio gan gyd-ddeiliad contract arall), a 228(2) (y cyfnod y gall cyd-ddeiliad contract geisio rhwymedi gan y llys yn dilyn eithrio gan gyd-ddeiliad contract arall).

Adran 230 – Ymddygiad gwaharddedig: gwahardd gan y landlord

489. Caiff landlord wneud cais i'r llys am orchymyn yn terfynu hawliau a rhwymedigaethau cyd-ddeiliad contract o dan contract, y cred y landlord ei fod wedi torri'r telor o'r contract sy'n ymgorffori adran 55 (ymddygiad gwrthgymdeithasol ac ymddygiad gwaharddedig arall). Cyn gwneud y cais, rhaid i'r landlord roi hysbysiad i'r cyd-ddeiliad contract sy'n rhoi manylion y toriad, ac yn datgan bod y landlord yn bwriadu gwneud cais i'r llys am derfynu hawliau a rhwymedigaethau'r cyd-ddeiliad contract o dan y contract. Rhaid i'r landlord hefyd roi hysbysiad i'r cyd-ddeiliaid contract eraill yn eu hysbysu bod y landlord yn credu bod y telor sy'n ymgorffori adran 55 wedi ei thorri, ond nid y manylion, ac o'r bwriad i wneud cais am orchymyn llys. Rhaid gwneud y cais i'r llys o fewn chwe mis ar ôl rhoi'r hysbysiad i'r cyd-ddeiliad contract yr honnir ei fod wedi torri'r telor sy'n ymgorffori adran 55. Os bydd y llys yn gwneud y gorchymyn, bydd hawliau a rhwymedigaethau'r cyd-ddeiliad contract yn terfynu ar y dyddiad a bennir yn y gorchymyn hwnnw.

Adran 231 – Terfynu contract meddiannaeth sydd â chyd-ddeiliaid contract

490. Ni ellir terfynu contract sydd â chyd-ddeiliaid contract oni bai bod y cyd-ddeiliaid contract yn gweithredu gyda'i gilydd.

PENNOD 15 - FFORFFEDIAD A RHYBUDD I YMADAEL HEB FOD AR GAEL

Adran 232 – Fforffediad a rhybuddion i ymadael

491. Mae'r adran hon yn darparu na chaiff landlordiaid o dan contractau meddiannaeth wneud rhai pethau, hyd yn oed os yw'n ymddangos bod ganddynt hawl i wneud y pethau hynny o dan y contract, neu o dan gyfraith arall.

492. Felly, nid oes unrhyw effaith i unrhyw ddarpariaeth mewn contract meddiannaeth nac unrhyw hawl gyfreithiol arall sy'n caniatáu i'r landlord roi rhybudd i ymadael, neu sy'n rhoi hawliau o ran ailfyndiad neu fforffediad.

493. Hawl fforffediad yw hawl unochrog y landlord i ddod â thenantiaeth i ben os bydd y tenant yn torri'r contract.

Section 228 – Remedies for exclusion under section 227

487. J, within six months of the court order being made under section 227, may apply to the court to rescind its order on a ground in subsection (3). The court may rescind its order and reinstate J as a party to the contract, and make any other order it thinks fit.

Section 229 – Power to vary periods of time relating to exclusion of joint contract-holder

488. The Welsh Ministers may by regulations amend the time periods in sections 225(4) (the warning period relating to exclusion by landlord), 226(1) (period within which a joint contract-holder can seek a remedy from the court following exclusion by landlord), 227(10) (the warning period relating to exclusion by another joint contract-holder), and 228(2) (period within which a joint contract-holder can seek a remedy from the court following exclusion by another joint contract-holder).

Section 230 – Prohibited conduct: exclusion by landlord

489. A landlord may apply to the court for an order to end the rights and obligations under a contract of a joint contract-holder who the landlord believes is in breach of the term of the contract incorporating section 55 (anti-social behaviour and other prohibited conduct). Before making the application, the landlord must give a notice to the joint contract-holder stating the details of the breach, and that the landlord intends to apply to the court to have the joint contract-holder's rights and obligations under the contract ended. The landlord must also give a notice to the other joint contract-holders informing them that the landlord believes that a breach of the term incorporating section 55 has occurred, though not the details of it, and of the intention to apply for a court order. The application to the court must be made within six months of the notice being given to the joint contract-holder who has allegedly breached the term incorporating section 55. If a court makes the order, the joint contract-holder's rights and obligations end on the date set out in that order.

Section 231 – Termination of occupation contract with joint contract-holders

490. A contract with joint contract-holders can only be ended by the joint contract-holders acting together.

CHAPTER 15 - FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE

Section 232 – Forfeiture and notices to quit

491. This section provides that landlords under occupation contracts may not do certain things, even if they may appear to have the right to do those things under the contract, or under other law.

492. So, any provision in an occupation contract or any other legal right allowing the landlord to give a notice to quit, or granting rights in relation to re-entry or forfeiture, has no effect.

493. A right to forfeiture is a landlord's unilateral right to bring a tenancy to an end in the event of a breach by the tenant.

RHAN 10 - AMRYWIOL

PENNOD 1 - DARPARIAETHAU PELLACH YN YMWNEUD Â CHONTRACTAU MEDDIANNAETH

Adran 233 - Effaith cyrraedd 18

494. Mae adran 7(6) yn darparu na all person o dan 18 oed fod yn ddeiliad contract o dan gontract meddiannaeth, ac mae paragraff 7(2) o Atodlen 2 yn darparu, pan fo'r holl denantiaid neu drwyddedeion sy'n byw mewn annedd o dan 18 oed, nid oes contract meddiannaeth. Mae'r adran hon yn ymwneud â'r hyn sy'n digwydd pan fo naill ai –
- person o dan 18 oed sydd yr unig denant neu drwyddedai mewn perthynas ag annedd yn cyrraedd 18 oed, neu
 - tenantiaeth neu drwydded sydd â mwy nag un tenant neu drwyddedai, a'r holl denantiaid o dan 18 oed, a bod y tenant neu'r trwyddedai hynaf yn cyrraedd 18 oed.
495. Yn y naill neu'r llall o'r amgylchiadau hynny mae angen penderfynu a yw'r denantiaeth neu'r drwydded yn gontract meddiannaeth ac os felly, a yw'n gontract safonol neu ddiogel, a phwy fydd y deiliad neu'r deiliaid contract. Mae'r adran hon yn darparu bod y cwestiynau hynny (a atebir yn unol â gweddill y Ddeddf, a chan roi sylw i'r amgylchiadau arbennig sy'n codi) i'w hateb ar y sail bod y denantiaeth neu'r drwydded wedi ei gwneud ar y diwrnod y daeth y person yn 18 oed.

Adran 234 - Trefniadau ymgynghori ac Adran 235 - Datganiad o drefniadau ymgynghori

496. O dan adran 234, rhaid i landlordiaid cymunedol fod wedi gwneud trefniadau ar gyfer hysbysu deiliaid contractau am 'gynigion perthnasol ar faterion rheoli tai', a rhoi cyfle iddynt wneud sylwadau. Mae'r hyn sy'n ffurfio cynnig o'r fath yn cael ei nodi yn isadran (4), ac mae isadran (5) yn golygu nad yw'r gofyniad i ymgynghori yn ymwneud â newidiadau arfaethedig i rent neu gydnabyddiaeth, nac i gyfleusterau na thaliadau am wasanaethau.
497. Yn ogystal â hynny, nid yw'r gofynion hyn yn gymwys pan fo'r gofyniad i ymgynghori o dan baragraff 12(7) o Atodlen 2, sy'n ymwneud â chynlluniau ailddatblygu a'r seiliau rheoli ystad, yn gymwys.
498. O dan adran 235, rhaid i bob landlord cymunedol gyhoeddi datganiad ar y trefniadau a wnaed ganddo i fodloni'r gofynion yn adran 234(1), ynghyd â chrynodeb, a rhaid i'r ddau fod ar gael i'r deiliaid contract ac i aelodau'r cyhoedd, os ydynt yn gofyn amdanynt. Rhaid i landlordiaid cymdeithasol cofrestredig a darparwyr cofrestredig preifat tai cymdeithasol anfon copiâu o'r datganiad at Weinidogion Cymru ac at yr awdurdod tai lleol ar gyfer yr ardal y mae'r anheddau o dan sylw wedi eu lleoli ynddi.

PART 10 - MISCELLANEOUS

CHAPTER 1 - FURTHER PROVISIONS RELATING TO OCCUPATION CONTRACTS

Section 233 - Effect of reaching 18

494. Section 7(6) provides that a person under the age of 18 cannot be a contract-holder under an occupation contract, and paragraph 7(2) of Schedule 2 provides that where all the tenants or licensees living in a dwelling are under 18, there is no occupation contract. This section concerns what happens when either-
- a. a person below the age of 18 who is the only tenant or licensee in relation to a dwelling reaches the age of 18, or
 - b. where there is a tenancy or licence with more than one tenant or licensee and all the tenants are under 18, the eldest tenant or licensee reaches the age of 18.
495. In either of those circumstances it is necessary to determine whether the tenancy or licence is an occupation contract and, if so, whether it is a standard or secure contract and who the contract-holder(s) will be. This section provides that those questions (which will be answered in accordance with the rest of the Act, and with regard to the particular circumstances that arise) are to be answered on the basis that the tenancy or licence was made on the day the person turned 18.

Section 234 - Consultation arrangements and Section 235 - Statement of consultation arrangements

496. Under section 234, community landlords must have arrangements in place for informing contract-holders about certain 'relevant proposals on housing management matters', and giving them an opportunity to comment. What constitutes such a proposal is set out in subsection (4); and subsection (5) means that the requirement to consult does not relate to proposed changes to rent or consideration, or to facilities or service charges.
497. These requirements also do not apply where the requirement to consult under paragraph 12(7) of Schedule 2, which concerns redevelopment schemes and the estate management grounds, applies.
498. Under section 235, each community landlord must publish a statement on the arrangements it has made in order to meet the requirements in section 234(1), together with a summary, both of which must be available on request to contract-holders and to members of the public. Registered social landlords and private registered providers of social housing must send copies of the statement to the Welsh Ministers and the local housing authority for the area in which the dwellings in question are situated.

**Adran 236 – Ffurf hysbysiadau, datganiadau a dogfennau eraill ac Adran 237 –
Rhoi hysbysiadau, datganiadau a dogfennau eraill**

499. Rhaid i unrhyw hysbysiadau neu ddogfennau eraill a roddir neu a wneir o dan y Ddeddf hon fod mewn ysgrifen, a chaiff Gweinidogion Cymru wneud darpariaeth mewn rheoliadau ynghylch ffurf hysbysiadau a dogfennau. Caiff hysbysiadau a dogfennau fod ar ffurf electronig, ar yr amod eu bod yn cynnwys llofnodion electronig ardystiedig unrhyw bartion gofynnol (neu asiant a awdurdodwyd gan y parti), ond mae hyn yn ddarostyngedig i'r amodau yn adran 237(4).
500. Pan fo'n ofynnol neu pan awdurdodir, o dan y Ddeddf, roi hysbysiad neu ddogfen i berson, ystyrir bod yr eitem wedi ei rhoi os caiff ei danfon neu ei phostio i'r cyfeiriad neu'r man busnes olaf sy'n hysbys ar gyfer y person hwnnw, neu ei gadael yno, neu mewn unrhyw le arall a bennwyd gan y person hwnnw fel lle y gellir rhoi hysbysiadau neu ddogfennau iddo. Yn achos deiliad contract, mae'r annedd a feddiennir gan ddeiliad y contract hefyd yn gyfeiriad addas.
501. Gellir rhoi hysbysiad neu ddogfen yn electronig yn ogystal, os yw'r derbynydd wedi cytuno i gael yr eitem yn y ffurf honno, os yw'n ddarllenadwy, ac os gellir defnyddio'r testun a gynhwysir ynddi ar gyfer cyfeirio ato yn ddiweddarach.

**PENNOD 2 - TRESMASWYR: TENANTIAETHAU A THRWDDEDAU
GOBLYGEDIG**

Adran 238 – Tenantiaethau a thrwyddedau goblygedig

502. Pan fo landlord yn derbyn taliadau gan berson gan wybod ei fod yn dresmaswr, neu pan ddylai fod wedi gwybod fod y person yn dresmaswr, ac nad yw'n cymryd unrhyw gamau i droi'r person hwnnw allan, neu fel arall yn dangos bwriad i drin y person fel tresmaswr o fewn dau fis o dderbyn y taliad cyntaf, caiff contract cyfnodol ei greu rhwng y landlord a'r person. Tenantiaeth neu drwydded yw'r contract hwnnw. Mae hyn yn rhoi hawl i'r tresmaswr feddiannu'r annedd fel cartref iddo o'r diwrnod ar ôl i'r cyfnod hwnnw o ddau fis ddod i ben. Caiff swm y rhent a chyfnodau rhentu'r contract eu pennu ar sail swm ac amllder y taliadau a wnaed gan y tresmaswr, ac unrhyw amgylchiadau perthnasol eraill.

**PENNOD 3 - TENANTIAETHAU A THRWDDEDAU SY'N BODOLI CYN I'R
BENNOD HON DDOD I RYM**

Adrannau 239 i 241 – Trwyddedau a thenantiaethau sydd eisoes yn bodoli

503. Mae adran 239 yn darparu, ar y diwrnod y daw i rym ('y diwrnod penodedig'), na all unrhyw denantiaeth na thrwydded fod yn:
- contract cyfyngedig;
 - tenantiaeth fyrddaliol warchoddedig;
 - tenantiaeth ddiogel;
 - tenantiaethau sicr (o unrhyw fath);
 - tenantiaeth ragarweiniol; neu
 - tenantiaeth isradd.

Section 236 – Form of notices, statements and other documents and Section 237 - Giving notices, statements and other documents

499. Any notices or other documents given or made under the Act must be in writing, and the Welsh Ministers can make provision in regulations about the form of notices and documents. Notices and documents may be in electronic form, as long as they contain the certified electronic signatures of any required parties (or an agent authorised by the party), but this is subject to the conditions in section 237(4).
500. Where a notice or document is required or authorised to be given to a person under the Act, it is considered as given if it is delivered to the person or posted to, or left at, that person's last known address or place of business or any other place that the person has specified as a place where they may be given notices or documents. In the case of a contract-holder, the dwelling that the contract-holder occupies is also an appropriate address.
501. A notice or document may also be given electronically if the recipient has agreed to receive it in this manner, it is legible, and the text it contains can be used for subsequent reference.

CHAPTER 2 – TRESPASSERS: IMPLIED TENANCIES AND LICENCES

Section 238 – Implied tenancies and licences

502. Where a landlord accepts payments from a person knowing they are a trespasser, or where they ought to have known that the person is a trespasser, and does not take any action to evict that person, or otherwise show an intention to treat the person as a trespasser within two months of accepting the first payment, a periodic contract is created between the landlord and the person. That contract is a tenancy or licence. This entitles the trespasser to occupy the dwelling as his or her home from the day after that two month period ends. The amount of rent and the rental periods of the contract are to be determined based on the amount and frequency of payments made by the trespasser, and any other relevant circumstances.

CHAPTER 3 – TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF THIS CHAPTER

Sections 239 to 241 - Pre-existing licences and tenancies

503. Section 239 provides that, on the day it is brought into force ('the appointed day'), no tenancy or licence can be:
- a restricted contract
 - a protected shorthold tenancy;
 - a secure tenancy;
 - an assured tenancy (of any kind);
 - an introductory tenancy; or
 - a demoted tenancy.

504. Nid yw unrhyw denantiaethau neu drwyddedau presennol yn cael eu terfynu gan yr adran hon. Yn hytrach, mae adran 240 yn gymwys at ddiben penderfynu a fydd y denantiaeth neu'r drwydded yn trosi i fod yn gontract meddiannaeth, ac os felly, pa fath o gontract meddiannaeth. Nid effeithir ar natur a statws tenantiaethau a thrwyddedau sydd eisoes yn bodoli nad ydynt yn trosi'n gontract meddiannaeth.
505. Mae telerau presennol contractau a drosir yn parhau i gael effaith ar yr amod nad ydynt yn gwrthdaro â darpariaethau sylfaenol y Ddeddf a ymgorfforir fel telerau'r contract. I'r gwrthwyneb, mae darpariaethau atodol sy'n gymwys i'r contract meddiannaeth yn cael eu hymgorffori yn y contract oni bai eu bod yn gwrthdaro â thelerau presennol y contract. Os bydd contract wedi ei gytuno rhwng landlord a thenant neu drwyddedai cyn y diwrnod y daw darpariaethau perthnasol y Ddeddf i rym, ond bod y dyddiad meddiannu yn digwydd ar ôl y dyddiad hwnnw, mae'r Ddeddf yn gymwys i'r denantiaeth neu'r drwydded fel pe bai wedi ei gwneud ar y diwrnod y daw'r darpariaethau perthnasol i rym.

Atodlen 12 – Trosi tenantiaethau a thrwyddedau sy'n bodoli cyn cychwyn Pennod 3 o Ran 10

506. Mae Atodlen 12 yn amlinellu darpariaeth bellach ynghylch tenantiaethau a thrwyddedau sy'n trosi'n gontractau meddiannaeth. Mae'n gwneud darpariaeth sy'n gymwys i gontractau o'r fath yn unig, a hefyd yn addasu'r ffordd y mae rhai o ddarpariaethau'r Ddeddf yn gweithredu, o ran y ffordd y maent yn gweithredu mewn perthynas â chontractau o'r fath.

Adran 242 – Dehongli'r Bennod

507. Mae'r adran hon yn diffinio'r termau a ddefnyddir yn y Bennod.

RHAN 11 - DARPARIAETHAU TERFYNOL

Adrannau 243 i 258

508. Mae adran 243 yn rhoi ystyr 'awdurdod lleol' ac yn rhoi'r diffiniadau o fathau eraill o awdurdodau eraill y cyfeirir atynt yn y Ddeddf.
509. Mae adran 244 yn rhoi ystyr 'landlord', 'lletywr' a 'meddiannydd a ganiateir'.
510. Mae adran 245 yn diffinio 'dyddiad meddiannu' fel y dyddiad y caiff deiliad contract ddechrau meddiannu'r annedd sy'n ddarostyngedig i'r contract.
511. Mae adran 246 yn diffinio 'annedd'.
512. Mae adran 247 yn diffinio 'amrywio', mewn perthynas ag amrywio telerau contractau meddiannaeth. Mae'n cynnwys ychwanegu neu dynnu teler o gontract, yn ogystal â newid teler presennol.
513. Mae adran 248 yn diffinio'r 'llys'.
514. Mae adran 249 yn diffinio 'les', 'tenantiaeth' ac ymadroddion cysylltiedig.
515. Mae adran 250 yn pennu'r amgylchiadau pan fo person i gael ei drin fel aelod o deulu rhywun arall.

504. No existing tenancies or licences are ended by this section. Rather, section 240 applies for the purposes of determining whether the tenancy or licence will convert into an occupation contract, and if so, what kind. The nature and status of pre-existing tenancies and licences which do not convert into an occupation contract will not be affected.
505. The existing terms of converted contracts continue to have effect providing they do not conflict with the fundamental provisions of the Act which become incorporated as terms of the contract. Conversely, supplementary provisions which apply to the occupation contract are incorporated into the contract unless they conflict with the existing terms of the contract. If a contract has been agreed between a landlord and tenant or licensee before the day that the relevant provisions of the Act come into force, but the occupation date falls after that date, the Act applies to the tenancy or licence as if it was made on the day the relevant provisions come into force.

Schedule 12 - Conversion of tenancies and licences existing before commencement of Chapter 3 of Part 10

506. Schedule 12 sets out further provision about tenancies and licences which convert into occupation contracts. It makes provision which applies only to such contracts, and also modifies the operation of certain provisions in the Act in terms of how they operate in relation to such contracts.

Section 242 - Interpretation of Chapter

507. This section sets out the definitions of terms used in the Chapter.

PART 11 - FINAL PROVISIONS

Sections 243 to 258

508. Section 243 sets out the meaning of 'local authority' and definitions relating to other kinds of authorities referenced in the Act.
509. Section 244 sets out the meanings of 'landlord', 'lodger' and 'permitted occupier'.
510. Section 245 defines 'occupation date' as the date on which a contract-holder may begin occupying the dwelling subject to the contract.
511. Section 246 defines 'dwelling'.
512. Section 247 defines 'variation', in relation to the variation of terms of occupation contracts. It includes adding or removing a term of a contract, as well as changing an existing term.
513. Section 248 defines 'the court'.
514. Section 249 defines 'lease', 'tenancy' and related expressions.
515. Section 250 sets out when a person is to be treated as a member of another's family.

*Mae'r nodiadau hyn yn cyfeirio at Ddeddf Rhentu Cartrefi (Cymru) 2016 (dccc 1)
a gafodd y Cydsyniad Brenhinol ar 18 Ionawr 2016*

516. Mae adran 251 yn diffinio 'gorchymyn eiddo teuluol'.
517. Mae adran 252 yn darparu diffiniadau o fân dermau eraill a ddefnyddir yn y Ddeddf.
518. Mae adran 253 yn cynnwys mynegai sy'n nodi'r amrywiol dermau a ddefnyddir ac a ddiffinnir yn y Ddeddf yn nhrefn yr wyddor, pob un gyferbyn â'r adran y caiff ei ddiffinio neu ei egluro.
519. Mae adran 254 yn darparu bod y Ddeddf yn gymwys i'r Goron.
520. Mae adran 255 yn darparu pŵer i wneud darpariaeth atodol, gysylltiedig, ganlyniadol, drosiannol, ddarfodol neu ddarpariaeth arbed er mwyn rhoi effaith lawn i'r Ddeddf, neu o ganlyniad i unrhyw ddarpariaeth yn y Ddeddf.
521. Mae adran 256 yn gwneud darpariaeth ynglŷn â gwneud rheoliadau o dan y Ddeddf.
522. Mae adran 257 yn darparu ar gyfer cychwyn y Ddeddf.
523. Mae adran 258 yn rhoi enw byr y Ddeddf.

COFNOD Y TRAFODION YNG NGHYNULLIAD CENEDLAETHOL CYMRU

524. Mae'r tabl a ganlyn yn nodi'r dyddiadau ar gyfer pob cyfnod o hynt y Ddeddf drwy Gynulliad Cenedlaethol Cymru. Gellir cael Cofnod y Trafodion a rhagor o wybodaeth am hynt y Ddeddf hon ar wefan Cynulliad Cenedlaethol Cymru ar:
<http://www.senedd.cynulliad.cymru/mgIssueHistoryHome.aspx?IId=12055>

Cyfnod	Dyddiad
Cyflwyno	9 Chwefror 2015
Cyfnod 1 - Dadl	7 Gorffennaf 2015
Cyfnod 2 Pwyllgor Craffu - ystyried y gwelliannau	30 Medi 2015 8 Hydref 2015
Cyfnod 3 Cyfarfod Llawn - ystyried y gwelliannau	10 Tachwedd 2015
Cyfnod 4 - cymeradwywyd gan y Cynulliad	17 Tachwedd 2015
Y Cydsyniad Brenhinol	18 Ionawr 2016

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516. Section 251 defines ‘family property order’.
517. Section 252 provides definitions of other minor terms used in the Act.
518. Section 253 contains an index which sets out the various terms used and defined in the Act in alphabetical order, together with the section in which they are defined or explained.
519. Section 254 provides that the Act applies to the Crown.
520. Section 255 provides a power to make supplemental, incidental, consequential, transitional, transitory and saving provision in order to give full effect to the Act, or in consequence of any provision in the Act.
521. Section 256 makes provision about the making of regulations under the Act.
522. Section 257 provides for the commencement of the Act.
523. Section 258 gives the short title of the Act.

RECORD OF PROCEEDINGS IN NATIONAL ASSEMBLY FOR WALES

524. The following table sets out the dates for each stage of the Act’s passage through the National Assembly for Wales. The Record of Proceedings and further information on the passage of this Act can be found on the National Assembly for Wales’ website at: <http://senedd.assembly.wales/mgIssueHistoryHome.aspx?IId=12055>

Stage	Date
Introduced	9 February 2015
Stage 1 - Debate	7 July 2015
Stage 2 Scrutiny Committee - consideration of amendments	30 September 2015 8 October 2015
Stage 3 Plenary - consideration of amendments	10 November 2015
Stage 4 - Approved by the Assembly	17 November 2015
Royal Assent	18 January 2016

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