



Ddeddf Rhentu Cartrefi (Ffioedd etc.)
(Cymru) 2019

2019 dccc 2

Nodiadau Esboniadol

Renting Homes (Fees etc.) (Wales)
Act 2019

2019 anaw 2

Explanatory Notes

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DEDDF RHENTU CARTREFI (FFIOEDD ETC.) (CYMRU) 2019

NODIADAU ESBONIADOL

RHAGARWEINIAD

1. Mae'r Nodiadau Esboniadol hyn ar gyfer Deddf Rhentu Cartrefi (Ffioedd etc.) (Cymru) 2019 a basiwyd gan Gynulliad Cenedlaethol Cymru ar 27 Mawrth 2019 ac a gafodd y Cydsyniad Brenhinol ar 15 Mai 2019. Fe'u lluniwyd gan Adran 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.

CRYNODEB O'R DDEDDF

2. Mae'r Ddeddf yn gwahardd landlordiaid ac asiantiaid gosod eiddo rhag gosod gofynion penodol mewn perthynas â chontractau meddiannaeth safonol neu yn unol ag un o delerau contract. Mae'n gwneud darpariaeth ynghylch blaendaliadau cadw ac yn caniatáu i Weinidogion Cymru, drwy reoliadau, wneud darpariaeth mewn cysylltiad â rhoi cyhoeddusrwydd i ffioedd penodol a godir gan asiantiaid gosod eiddo.

SYLWEBAETH AR YR ADRANNAU

RHAN 1 - TROSOLWG

3. Mae'r adran hon yn rhoi trosolwg o brif ddarpariaethau'r Ddeddf.

RHAN 2 - GWAHARDD TALIADAU PENODOL

Adran 2 - Gwaharddiadau sy'n gymwys i landlordiaid

4. Mae'r adran hon yn ei gwneud yn drosedd i landlord osod mathau penodol o ofyniad yn gydnabyddiaeth am roi neu adnewyddu contract meddiannaeth safonol, neu am barhau â chontract sydd eisoes yn bodoli, neu yn unol ag un o delerau contract meddiannaeth safonol.
5. Mae'r ymadroddion "contract meddiannaeth safonol" a "deiliad contract" yn adlewyrchu newidiadau i'r gyfraith ar rentu cartrefi yng Nghymru a gyflwynwyd gan Ddeddf Rhentu Cartrefi (Cymru) 2016 ("Deddf 2016"). Yn gyffredinol, caiff tenantiaethau neu drwyddedau ar gyfer cartrefi yng Nghymru, yn rhinwedd Deddf 2016, eu rhentu o dan gontractau meddiannaeth, a bydd tenantiaid neu ddeiliaid trwydded, at ddibenion Deddf 2016, yn ddeiliaid contract. Mae drafftio'r Ddeddf hon yn adlewyrchu'r newidiadau i'r gyfraith a wnaed gan Ddeddf 2016 (ond pan gafodd y Ddeddf hon y Cydsyniad Brenhinol, nid oedd prif ddarpariaethau Deddf 2016 mewn grym).

RENTING HOMES (FEES ETC.) (WALES) ACT 2019

EXPLANATORY NOTES

INTRODUCTION

1. These Explanatory Notes are for the Renting Homes (Fees etc.) (Wales) Act 2019 which was passed by the National Assembly for Wales on 27 March 2019 and received Royal Assent on 15 May 2019. They have been prepared by the Department for Education and Public Services 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.

SUMMARY OF THE ACT

2. The Act prohibits landlords and letting agents from imposing certain requirements in relation to standard occupation contracts or pursuant to a term of a contract. It makes provision about holding deposits and allows the Welsh Ministers, by regulations, to make provision in connection with publicising certain fees charged by letting agents.

COMMENTARY ON SECTIONS

PART 1 - OVERVIEW

3. This section gives an overview of the main provisions of the Act.

PART 2 - PROHIBITIONS OF CERTAIN PAYMENTS

Section 2 - Prohibitions applying to landlords

4. This section makes it an offence for a landlord to impose certain types of requirement in consideration of granting a standard occupation contract, or renewing or continuing an existing contract, or pursuant to a term of a standard occupation contract.
5. The expressions “standard occupation contract” and “contract-holder” reflect changes to the law on renting homes in Wales introduced by the Renting Homes (Wales) Act 2016 (the “2016 Act”). Generally speaking, tenancies or licences of homes in Wales will, by virtue of the 2016 Act, be rented under occupation contracts, and tenants or licence holders will, for the purposes of the 2016 Act be contract-holders. The drafting of this Act reflects the changes to the law made by the 2016 Act (but at Royal Assent of this Act, the main provisions of the 2016 Act were not in force.)

6. Mae'r adran yn darparu ei bod yn drosedd i landlord ei gwneud yn ofynnol i berson (boed ddeiliad y contract neu drydydd parti) wneud taliad gwaharddedig i'r landlord neu i unrhyw berson arall yn yr amgylchiadau hyn. (Taliad gwaharddedig at y diben hwn, yn y bôn, yw unrhyw daliad nad yw o fewn adran 4.)
7. Mae hefyd yn darparu ei bod yn drosedd i landlord ei gwneud yn ofynnol i berson (boed ddeiliad y contract neu drydydd parti) wneud benthyciad i'r landlord neu i unrhyw berson arall yn yr amgylchiadau hyn.
8. Mae hefyd yn darparu ei bod yn drosedd i landlord ei gwneud yn ofynnol i berson (boed ddeiliad y contract neu drydydd parti) ymrwymo i gontract am wasanaethau gyda'r landlord neu unrhyw berson arall yn yr amgylchiadau hyn. Yr eithriad i hyn yw os caiff y gwasanaethau y cyfeirir atynt yn y contract eu darparu gan unrhyw berson y mae'r contract meddiannaeth safonol o dan sylw yn rhoi'r hawl iddo feddiannu annedd, neu y byddai'n rhoi'r hawl honno iddo. Gallai hyn gynnwys gofalwr yr annedd sy'n byw ynddi, er enghraifft, neu berson sy'n darparu gofal plant, fel nani breswyl.
9. Mae person sy'n cyflawni trosedd o dan yr adran hon yn agored ar euogfarn ddiannod i ddirwy, nad yw'n ddarostyngedig i uchafswm ar y raddfa safonol. Os yw'r drosedd yn ymwneud â gwneud taliad gwaharddedig yn ofynnol, caiff llys, o gael euogfarn, hefyd orchymyn i'r troseddwr dalu swm y taliad gwaharddedig (neu unrhyw swm sy'n weddill os ad-dalwyd rhan o'r taliad) i'r person a wnaeth y taliad.

Adran 3 – Gwaharddiad sy'n gymwys i asiantiaid gosod eiddo

10. Mae'r adran hon yn ei gwneud yn drosedd i asiant gosod eiddo (fel y'i diffinnir yn adran 8) osod mathau penodol o ofynion yn gydnabyddiaeth am drefnu i roi neu adnewyddu contract meddiannaeth, neu drefnu i barhau â chontract sydd eisoes yn bodoli, neu yn unol ag un o delerau contract meddiannaeth safonol.
11. Mae'r adran yn darparu ei bod yn drosedd i asiant gosod eiddo ei gwneud yn ofynnol i berson (boed ddeiliad y contract neu drydydd parti) wneud taliad gwaharddedig i'r asiant gosod eiddo neu i unrhyw berson arall yn yr amgylchiadau hyn. (Unwaith eto, taliad gwaharddedig at y diben hwn, yn y bôn, yw unrhyw daliad nad yw o fewn adran 4.)
12. Mae'r adran hon yn darparu ei bod yn drosedd i asiant gosod eiddo ei gwneud yn ofynnol i berson (boed ddeiliad y contract neu drydydd parti) roi benthyciad i'r asiant gosod eiddo neu i unrhyw berson arall yn yr amgylchiadau hyn.
13. Mae hefyd yn darparu ei bod yn drosedd i asiant gosod eiddo ei gwneud yn ofynnol i berson ymrwymo i gontract am wasanaethau gyda'r asiant gosod eiddo neu unrhyw berson arall yn yr amgylchiadau hyn.

6. The section provides that it is an offence for a landlord to require a person (whether the contract-holder or a third party) to make a prohibited payment to the landlord or any other person in these circumstances. (A prohibited payment for this purpose is, essentially, any payment that is not within section 4.)
7. It also provides that it is an offence for a landlord to require a person (whether the contract-holder or a third party) to make a loan to the landlord or any other person in these circumstances.
8. It also provides that it is an offence for a landlord to require a person (whether the contract-holder or a third party) to enter into a contract for services with the landlord or any other person in these circumstances. The exception to this is if the services referred to in the contract are provided by any person upon whom the standard occupation contract in question confers, or would confer, the right to occupy a dwelling. This could include, for example, a live in caretaker of the dwelling, or a person providing childcare, such as a resident nanny.
9. A person who commits an offence under this section is liable on summary conviction to a fine, which is not subject to a maximum level on the standard scale. If the offence relates to requiring a prohibited payment to be made, a court may, on conviction, also order the offender to pay the amount of the prohibited payment (or any outstanding amount if part of the payment has been repaid) to the person who made the payment.

Section 3 – Prohibition applying to letting agents

10. This section makes it an offence for a letting agent (as defined in section 8) to impose certain types of requirement in consideration of arranging the grant of an occupation contract, or arranging the renewal or continuance of an existing contract, or pursuant to a term of a standard occupation contract.
11. The section provides that it is an offence for a letting agent to require a person (whether the contract-holder or a third party) to make a prohibited payment to the letting agent or any other person in these circumstances. (Again a prohibited payment for this purpose is, essentially, any payment that is not within section 4.)
12. The section provides that it is an offence for a letting agent to require a person (whether the contract-holder or a third party) to make a loan to the letting agent or any other person in these circumstances.
13. It also provides that it is an offence for a letting agent to require a person to enter into a contract for services with the letting agent or any other person in these circumstances.

14. Mae is-adran (3) yn darparu eithriad i'r rheol gyffredinol hon mewn perthynas â math penodol o gontract am wasanaethau. Mae'r eithriad hwn yn caniatáu i asiantiaid gosod eiddo a landlordiaid ymrwymo i gontract am wasanaethau os yr unig bartïon i'r contract yw'r asiant gosod eiddo a'r landlord, a bod y contract yn ymwneud â gwaith gosod a gwaith rheoli eiddo sydd i'w gwblhau gan yr asiant ar ran y landlord. Bwriad hyn yw sicrhau y gall asiant gosod eiddo a landlord gontractio â'i gilydd i'r asiant wneud gwaith gosod etc. ar ran y landlord.
15. Mae person sy'n cyflawni trosedd o dan yr adran hon yn agored ar euogfarn ddiannod i ddirwy, nad yw'n ddarostyngedig i uchafswm ar y raddfa safonol. Os yw'r drosedd yn ymwneud â gwneud taliad gwaharddedig yn ofynnol, caiff llys, o gael euogfarn, hefyd orchymyn i'r troseddwr dalu swm y taliad gwaharddedig (neu unrhyw swm sydd heb ei dalu os yw rhan o'r taliad wedi ei had-dalu) i'r person a wnaeth y taliad.

Adran 4 – Taliadau gwaharddedig a thaliadau a ganiateir

16. Mae'r adran hon yn pennu bod unrhyw daliad arian sy'n ofynnol yn gydnabyddiaeth am roi neu adnewyddu contract meddiannaeth safonol, neu barhau â chontract o'r fath, neu yn unol ag un o delerau contract meddiannaeth safonol, yn daliad gwaharddedig, oni bai ei fod yn dod o fewn un o ddau categori:
17. Mae'r categori cyntaf yn berthnasol i daliad gan landlord i asiant gosod eiddo mewn cysylltiad â "gwaith gosod" neu "gwaith rheoli eiddo" (ac mae i'r naill a'r llall o'r termau hyn yr un ystyr ag yn Rhan 1 o Ddeddf Tai (Cymru) 2014 ("Deddf 2014")) a gyflawnir gan yr asiant ar ran y landlord. Mae hyn yn angenrheidiol oherwydd heb bennu hyn, byddai'r ffioedd arferol y mae asiantiaid yn eu codi ar landlordiaid yn waharddedig, am eu bod yn daladwy fel cydnabyddiaeth am fod yr asiant yn trefnu i roi etc. contract.
18. Taliadau a ganiateir yw'r ail categori: y taliadau a ddisgrifir felly gan Atodlen 1. Mae is-adran (2) o'r adran hon yn rhoi trosolwg o'r taliadau a nodir ar hyn o bryd yn Atodlen 1 (rhent, blaendaliadau sicrwydd, blaendaliadau cadw, diffyg daliadau, taliadau mewn cysylltiad â'r dreth gyngor, taliadau mewn cysylltiad â chyfleustodau (gan gynnwys taliadau o dan gynllun y fargen werdd), taliadau mewn cysylltiad â thrwydded deledu a thaliadau mewn cysylltiad â gwasanaethau cyfathrebu).

Atodlen 1: Taliadau a ganiateir

19. Mae unrhyw fath o daliad nad yw wedi ei restru yn yr Atodlen yn waharddedig os yw'n ofynnol yn gydnabyddiaeth am roi neu adnewyddu contract meddiannaeth safonol, neu barhau â chontract o'r fath, neu yn unol ag un o delerau contract meddiannaeth safonol (oni bai ei fod o fewn adran 4(1)(a)). Mae'r taliadau a ganiateir a restrir yn yr Atodlen fel a ganlyn:

Rhent

20. Nid yw'r Atodlen yn diffinio "rhent", ar y sail bod ystyr i'r term sy'n cael ei deall yn gyffredinol.

14. Subsection (3) provides an exception to this general rule in relation to a certain type of contract for services. This exception allows letting agents and landlords to enter into a contract for services if the only parties to the contract are the letting agent and landlord, and the contract relates to lettings work and property management work to be carried out by the agent for the landlord. The intention is to ensure that a letting agent and landlord may contract together for the agent to carry out lettings work etc on the landlord's behalf.
15. A person who commits an offence under this section is liable on summary conviction to a fine, which is not subject to a maximum level on the standard scale. If the offence relates to requiring a prohibited payment to be made, a court, on conviction, may also order the offender to pay the amount of the prohibited payment (or any outstanding amount if part of the payment has been repaid) to the person who made the payment.

Section 4 – Prohibited and permitted payments

16. This section specifies that any payment of money required in consideration of granting, renewing or continuing a standard occupation contract, or pursuant to a term of a standard occupation contract, is a prohibited payment, unless it falls into one of two categories:
17. The first category covers a payment by a landlord to a letting agent in respect of “lettings work” or “property management work” (both of which terms have the same meaning as in Part 1 of the Housing (Wales) Act 2014 (“2014 Act”)) carried out by the agent on behalf of the landlord. This is necessary because without specifying this, the usual fees charged by agents to landlords would be prohibited, in that they are payable in consideration of the agent arranging the grant etc. of a contract.
18. The second category comprises permitted payments: the payments described as such by Schedule 1. Subsection (2) of this section gives an overview of the payments currently set out in Schedule 1 (rent, security deposits, holding deposits, payments in default, payments in respect of council tax, payments in respect of utilities (including payments under a Green Deal plan), payments in respect of a television licence and payments in respect of communication services).

Schedule 1 – Permitted payments

19. Any type of payment not listed in the Schedule is prohibited if it is required in consideration of the grant, renewal or continuance of a standard occupation contract, or pursuant to a term of a standard occupation contract (unless it is within section 4(1)(a)). The permitted payments listed in the Schedule are as follows.

Rent

20. The Schedule does not define “rent”, on the basis that the term has a commonly understood meaning.

21. Serch hynny, mae'n rheoleiddio amrywiadau ar y rhent sy'n daladwy mewn perthynas â contract meddiannaeth safonol. Bwriad hyn yw osgoi ymdrechion i fynd o amgylch cyfyngiadau'r Ddeddf, drwy ddefnyddio symiau rhent sy'n codi ac yn gostwng, dyweder, i gelu'r hyn a fyddai fel arall yn daliadau gwaharddedig. Mae'r Atodlen yn cyflawni hyn drwy bennu bod y gwahaniaeth rhwng dau swm, pan fo unrhyw daliad rhent ar gyfer un cyfnod yn fwy na swm y rhent sy'n daladwy mewn unrhyw gyfnod arall o'r un hyd, yn daliad gwaharddedig. Mewn amgylchiadau pan fo'r rhent sy'n daladwy gan ddeiliad contract yn wahanol mewn perthynas â dau gyfnod o wahanol hyd, mae paragraff 1(4) yn nodi rheolau ar gyfer pennu a yw'r gwahaniaeth yn y swm yn daliad gwaharddedig, ac os felly, swm y taliad gwaharddedig.
22. Ceir eithriad i'r rheol gyffredinol a nodir yn y paragraff hwn, sy'n caniatáu newidiadau yn swm y rhent yn deillio o'r hyn y cyfeirir ato ym mharagraff 1(7) o'r Atodlen fel "amrywiad a ganiateir" i rent. Mae "amrywiad a ganiateir" yn un a wneir drwy gytundeb rhwng y landlord a deiliad y contract, neu o dan un o delerau'r contract sy'n darparu ar gyfer amrywio'r rhent, neu drwy neu o ganlyniad i ddeddfiad (er enghraifft, os yw Deddf arall yn gwneud amrywiad i'r rhent yn ofynnol, byddai hynny'n amrywiad a ganiateir). Er mwyn darparu rhywfaint o hyblygrwydd, ceir pŵer ym mharagraff 11 o'r Atodlen i wneud rheoliadau i newid ystyr "amrywiad a ganiateir" at y diben hwn.

Blaendal sicrwydd

23. Mae paragraff 2(2) yn rhoi ystyr "blaendal sicrwydd". Arian a delir fel sicrwydd ar gyfer rhwymedigaethau deiliad contract o dan y contract ydyw, neu ar gyfer unrhyw atebolrwydd o dan y contract neu mewn cysylltiad â'r contract (sy'n codi, er enghraifft, oherwydd difrod i anedd).
24. Ond nid yw blaendal sicrwydd yn daliad a ganiateir at ddibenion y Ddeddf os yw'n fwy na swm a bennir gan Weinidogion Cymru mewn rheoliadau o dan baragraff 2(3): bwriad hyn yw osgoi gofyn am flaendaliadau sicrwydd gormodol.
25. Pan fo blaendal sicrwydd wedi ei dalu, mae adran 45 o Ddeddf 2016 yn ei gwneud yn ofynnol iddo gael ei drin yn unol â chynllun blaendal awdurdodedig.

Blaendal cadw

26. Mae paragraff 4 yn rhoi ystyr "blaendal cadw". Swm a delir i'r landlord neu i'r asiant gosod eiddo yw blaendal cadw er mwyn cadw'r hawl i gael y cynnig cyntaf mewn perthynas â rhoi'r contract ar gyfer eiddo ar rent, yn ddarostyngedig i gynnal gwiriadau ynghylch addasrwydd darpar ddeiliad y contract, a chytundeb rhwng y partion i ymrwymo i'r contract. Ni ddylai fod yn fwy na swm sy'n gyfwerth ag un wythnos o rent. Os yw swm blaendal cadw yn fwy na swm sy'n gyfwerth ag un wythnos o rent o dan y contract o dan sylw, bydd y swm dros ben yn daliad gwaharddedig.
27. Gweler adran 9 ac Atodlen 2 am ddarpariaeth ynghylch y ffordd y mae'n rhaid ymdrin â blaendal cadw unwaith iddo gael ei dalu.

21. It does however regulate variations in the rent payable in relation to a standard occupation contract. The intention behind this is to avoid attempts to circumvent the restrictions in the Act by, say, having fluctuating rent amounts which are used to disguise what would otherwise be prohibited payments. The Schedule achieves this by specifying that, where any payment of rent for one period is greater than the amount of rent payable in any other period of equivalent duration, the difference between the two amounts is a prohibited payment. In circumstances where the rent payable by a contract-holder differs in relation to two periods of a different duration, paragraph 1(4) sets out rules for determining whether the difference in amount is a prohibited payment and, if so, the amount of the prohibited payment.
22. There is an exception to the general rule set out in this paragraph, one which allows for changes in the amount of rent resulting from what is referred to in paragraph 1(7) of the Schedule as a “permitted variation” of rent. A “permitted variation” is one made by agreement between the landlord and the contract-holder, or under a term in the contract providing for rent variation, or by or as a result of an enactment (for instance if another Act required a rent variation, this would be a permitted variation). In order to build in some flexibility, there is power at paragraph 11 of the Schedule to make regulations to change the meaning of “permitted variation” for this purpose.

Security deposits

23. The meaning of “security deposit” is given in paragraph 2(2). It is money paid as security for a contract-holder’s contractual obligations, or for any liability under or in connection with the contract (for instance arising because of damage to a dwelling).
24. But a security deposit is not a permitted payment for the purposes of the Act if it exceeds an amount specified by the Welsh Ministers in regulations under paragraph 2(3): the intention behind this is to avoid excessive security deposits being requested.
25. Where a security deposit has been paid, section 45 of the 2016 Act requires it to be dealt with in accordance with an authorised deposit scheme.

Holding deposits

26. The meaning of “holding deposit” is given in paragraph 4. A holding deposit is an amount paid to the landlord or letting agent to reserve a right of first refusal in relation to the grant of the contract of a rental property, subject to suitability checks to be carried out as to the prospective contact-holder, and agreement between the parties to enter into the contract. It must not amount to more than the equivalent of a week’s rent. If the amount of a holding deposit exceeds the equivalent of a week’s rent under the contract in question, the excess will be a prohibited payment.
27. For provision about how a holding deposit is to be dealt with once paid, see section 9 and Schedule 2.

Taliad yn achos diffyg daliad

28. Mae taliad yn achos diffyg daliad yn daliad sy'n ofynnol o dan gontract meddiannaeth safonol, o ganlyniad i "diffyg daliad" ar ran deiliad y contract. "Diffyg daliad" at y diben hwn yw methiant i wneud taliad a ganiateir erbyn y dyddiad y mae'n ddyledus, neu fethiant i gydymffurfio ag un o delerau'r contract. Y canlyniad yw y gall landlord ei gwneud yn ofynnol i ddeiliad contract wneud taliad yn achos diffyg daliad.
29. Dyweder, er enghraifft, bod un o delerau'r contract yn ei gwneud yn ofynnol i ddeiliad y contract wneud gwaith neu atgyweiriadau fel dadflocio sinc, ac yna bod dŵr yn gorlifo yn y gegin am fod y gwaith hwn heb ei wneud. Efallai fod costau'r gwaith glanhau ac atgyweirio yn £200. Os yw'r contract yn pennu bod deiliad y contract yn atebol am gostau atgyweirio'r difrod sy'n deillio o fethiant i gydymffurfio ag un o delerau'r contract, bydd taliad o £200 yn ofynnol. Bydd y £200 yn daliad a ganiateir.
30. Yn achos methiant gan ddeiliad y contract i dalu rhent i'r landlord erbyn y dyddiad y mae'n ddyledus, caniateir taliad yn achos diffyg daliad ar yr amod nad yw'n fwy nag unrhyw derfyn a ragnodir gan reoliadau neu y penderfynir arno yn unol â rheoliadau. Byddai unrhyw swm ychwanegol yn daliad gwaharddedig. Caiff Gweinidogion Cymru hefyd wneud rheoliadau i osod terfyn mewn perthynas ag unrhyw ddisgrifiadau ychwanegol o ddiffyg daliad (a bennir hefyd gan reoliadau), felly os yw swm taliad sy'n ofynnol yn ôl y contract yn achos y diffyg daliad o dan sylw yn uwch na'r terfyn rhagnodedig, byddai'r swm ychwanegol yn waharddedig, er ei fod yn ofynnol o dan y contract.

Taliad mewn cysylltiad â'r dreth gyngor

31. Mae paragraff 7 yn rhoi ystyr "taliad mewn cysylltiad â'r dreth gyngor". Mae'r categori hwn o daliad a ganiateir yn awdurdodi landlord, mewn contract, i'w gwneud yn ofynnol i ddeiliad y contract wneud unrhyw daliadau y mae deiliad y contract yn atebol am eu talu mewn cysylltiad â'r dreth gyngor yn rhinwedd unrhyw un neu ragor o adrannau 6, 8 neu 9 o Ddeddf Cyllid Llywodraeth Leol 1992. Yn Neddf 1992, yr awdurdodau bilio perthnasol at ddibenion y Ddeddf hon yw'r cynghorau ar gyfer siroedd a bwrdeistrefi sirol Cymru.

Taliad mewn cysylltiad â darparu cyfleustodau

32. Mae paragraff 8 yn rhoi ystyr "taliad mewn cysylltiad â darparu cyfleustodau". Mae'r paragraff hwn yn awdurdodi landlord, mewn contract, i'w gwneud yn ofynnol i daliadau gael eu gwneud ar gyfer neu mewn cysylltiad â darparu, i'r annedd sy'n destun y contract, un neu ragor o'r cyfleustodau a grybwyllir ym mharagraff 8(3). Caniateir taliad tuag at welliannau effeithiolrwydd ynni o dan gynllun y fargen werdd os yw'n ofynnol o dan gontract meddiannaeth safonol ac yn cael ei wneud mewn cysylltiad â'r annedd sy'n destun y contract.

Payments in default

28. A payment in default is a payment that is required under a standard occupation contract, as a result of the contract-holder's "default". "Default" for this purpose is the failure to make a permitted payment by the due date, or to comply with a contractual term. The result is that a contract-holder can be required by a landlord to make a payment in default.
29. Say, for example, a term of the contract requires the contract-holder to carry out works or repairs such as unblocking a sink and the kitchen is subsequently flooded because this work was not done. The clean up and repair costs for that work might be £200. Provided the contract stipulates that the contract-holder is liable for the costs of repairing damage resulting from failure to comply with a contractual term, a payment of £200 would be required. The £200 will be a permitted payment.
30. In the case of a failure by the contract-holder to pay rent by the due date to the landlord, a payment in default is permitted provided it does not exceed any limit specified by or determined in accordance with regulations. Any excess would be a prohibited payment. The Welsh Ministers may also make regulations to impose a limit in relation to any additional descriptions of default (which are also specified by regulations), so that if the amount of a payment contractually required in the event of the default in question exceeds the prescribed limit, the amount of the excess would be prohibited, although it is required by the contract.

Payments in respect of council tax

31. The meaning of "payments in respect of council tax" is given in paragraph 7. This category of permitted payment authorises a landlord, in a contract, to require the contract-holder to make any payments the contract-holder is liable to pay in respect of council tax by virtue of any of sections 6, 8 or 9 of the Local Government Finance Act 1992. In the 1992 Act, the relevant billing authorities for the purposes of this Act are the councils for the counties and county boroughs of Wales.

Payments in respect of provision of utilities

32. The meaning of "payments in respect of provision of utilities" is given in paragraph 8. This paragraph authorises a landlord, in a contract, to require payments for or in connection with the provision, to the dwelling subject to the contract, of one or more of the utilities mentioned in paragraph 8(3). A payment towards energy efficiency improvements under a green deal plan is permitted if it is required under a standard occupation contract and made in respect of the dwelling subject to the contract.

Taliad mewn cysylltiad â thrwydded deledu

33. Mae paragraff 9 yn rhoi ystyr "taliad mewn cysylltiad â thrwydded deledu". Taliad yw hwn y mae'n ofynnol i ddeiliad contract ei wneud i'r BBC mewn cysylltiad â thrwydded deledu (mae'r gofyniad yn gymwys yn rhinwedd Deddf Cyfathrebiadau 2003). Caiff landlord, yn rhinwedd y paragraff hwn, ei gwneud yn ofynnol i ddeiliad contract wneud taliadau o'r fath mewn perthynas â'r annedd sy'n destun y contract.

Taliad mewn cysylltiad â gwasanaethau cyfathrebu

34. Mae paragraff 10(2) yn rhoi ystyr "gwasanaeth cyfathrebu". Mae paragraff 10 yn awdurdodi landlord i wneud taliadau yn ofynnol o dan gontract os ydynt yn daliadau ar gyfer neu mewn cysylltiad ag unrhyw wasanaeth sy'n galluogi'r defnydd o linell ffôn dir, y rhyngwyd, neu deledu cebl neu loeren, yn yr annedd sy'n destun y contract.

Adran 5 – Telerau contract nad ydynt yn rhwymo

35. Mae'r adran hon yn darparu nad yw unrhyw deler mewn contract sy'n ei gwneud yn ofynnol i ddeiliad contract wneud taliad gwaharddedig, neu ymrwymo i gontract am wasanaethau neu wneud benthyciad y mae'r Ddeddf yn ei wahardd, yn rhwymo deiliad y contract. Mae gweddill y contract yn parhau i gael effaith (i'r graddau y mae hynny'n ymarferol).

Adran 6 – Cymhwyso adrannau 2 i 5 i gontractau sydd eisoes yn bodoli

36. Effaith yr adran hon yw nad yw adrannau 2 i 5 yn gymwys mewn cysylltiad â gofyniad i wneud taliad, neu i ymrwymo i gontract am wasanaethau neu i wneud benthyciad, a osodir cyn y daw'r Rhan hon o'r Ddeddf i rym. Nid ydynt yn gymwys ychwaith pan osodir gofyniad o'r math hwn o dan gontract meddiannaeth safonol yr ymrwymir iddo cyn y daw'r Rhan hon o'r Ddeddf i rym.
37. Felly, ni fydd adrannau 2 i 5 yn gymwys i gontract meddiannaeth safonol sydd wedi ei droi'n gontract meddiannaeth (oherwydd effaith Deddf Rhentu Cartrefi (Cymru) 2016) o ffurf arall ar denantiaeth neu drwydded, ar yr amod yr ymrwymwyd i'r denantiaeth neu'r drwydded wreiddiol cyn i'r Rhan hon o'r Ddeddf ddod i rym. Bydd hyn yn wir pa un a drosir i gontract meddiannaeth safonol cyn neu ar ôl i'r Rhan hon o'r Ddeddf ddod i rym: y pwynt pwysig yw pa bryd yr ymrwymwyd i'r denantiaeth neu'r drwydded wreiddiol.

Adran 7 – Pŵer i ddiwygio'r diffiniad o daliadau a ganiateir

38. Mae'r adran hon yn darparu y caiff Gweinidogion Cymru, drwy reoliadau, ddiwygio'r rhestr o daliadau a ganiateir a ddisgrifir yn Atodlen 1. Gellir defnyddio'r rheoliadau i ychwanegu math newydd o daliad a ganiateir, neu ddileu math o daliad sydd wedi ei restru, neu addasu'r disgrifiad o fath o daliad sydd wedi ei restru. Ond ni ellir defnyddio'r pŵer hwn i ddileu talu rhent o'r categorïau o daliadau a ganiateir.
39. Nod hyn yw galluogi rheoliadau i adlewyrchu unrhyw newidiadau nas rhagwelwyd o ran ymddygiad ac arferion landlordiaid (er enghraifft, mabwysiadu strategaethau a gynlluniwyd i drechu dibenion y Ddeddf), neu adlewyrchu unrhyw arferion newydd yn y farchnad tai rhent.

Payments in respect of a television licence

33. The meaning of “payments in respect of a television licence” is given in paragraph 9. This payment is a payment a contract-holder is required to make to the BBC in respect of a television licence (the requirement applies by virtue of the Communications Act 2003). By virtue of this paragraph a landlord may require a contract-holder to make such payments in relation to the dwelling subject to the contract.

Payment in respect of communication services

34. The meaning of a “communication service” is given in paragraph 10(2). Paragraph 10 authorises a landlord to require payments under a contract if the payments are payments for or in connection with any service which enables the use, in the dwelling subject to the contract, of a landline telephone; the internet; or cable or satellite television.

Section 5 – Non-binding contract terms

35. This section provides that any term of a contract which requires a contract-holder to make a prohibited payment, or to enter into a contract for services or make a loan as prohibited by the Act, is not binding on the contract-holder. The rest of the contract continues to have effect (so far as practicable).

Section 6 – Application of sections 2 and 5 to pre-existing contracts

36. The effect of this section is that sections 2 to 5 do not apply in respect of a requirement to make a payment, or to enter into a contract for services or make a loan, imposed before this Part of the Act comes into force. Nor do they apply where a requirement of this type is imposed under a standard occupation contract entered into before this Part of the Act comes into force.
37. So, sections 2 to 5 will not apply to a standard occupation contract that has been converted to an occupation contract (because of the effect of the Renting Homes (Wales) Act 2016) from another form of tenancy or licence, provided that the original tenancy or licence was entered into before this Part of the Act comes into force. This will be the case whether the conversion to a standard occupation contract takes place before or after this Part of the Act comes into force: the important point is when the original tenancy or licence was entered into.

Section 7 – Power to amend definition of permitted payments

38. This section provides that the Welsh Ministers may by regulations amend the list of permitted payments described in Schedule 1. The regulations may be used to add a new type of permitted payment, or remove a type of payment that is listed, or amend the description of a type of payment that is listed. But this power cannot be used to remove the payment of rent from the categories of permitted payment.
39. The objective behind this is to enable regulations to reflect any unforeseen changes in landlord behaviour and practices (for instance, the adoption of strategies designed to defeat the purposes of the Act), or to reflect any new practices in the rental housing market.

Adran 8 - Ystyr "asiant gosod eiddo", "gwaith gosod" a "gwaith rheoli eiddo"

40. Mae'r adran hon yn diffinio asiant gosod eiddo fel person sy'n gwneud "gwaith gosod" neu "gwaith rheoli eiddo". Mae i'r termau hynny'r ystyron a roddir yn adrannau 10 a 12 o Ddeddf 2014. Effaith hyn yw y bydd asiant gosod eiddo, at ddibenion y Ddeddf, yn berson sydd, yn rhinwedd gwneud naill ai waith gosod neu waith rheoli eiddo (neu'r ddau) yn ddarostyngedig i'r gofynion rheoleiddiol sy'n gymwys i asiantiaid gosod eiddo yn Rhan 1 o Ddeddf Tai (Cymru) 2014.

RHAN 3: TRIN BLAENDALIADAU CADW

Adran 9 - Trin blaendaliadau cadw

41. Effaith adran 9 yw bod taliad sy'n flaendal cadw (o fewn yr ystyr a roddir yn Atodlen 1) yn cael ei drin fel pe bai wedi ei wneud yn ddarostyngedig i delerau penodol a nodir yn Atodlen 2. Mae'r telerau hyn, yn ddarostyngedig i eithriadau penodol a nodir yn yr Atodlen, yn ei gwneud yn ofynnol i'r landlord neu'r asiant gosod eiddo a gafodd y blaendal ad-dalu blaendal cadw.

Atodlen 2 - Ymdrin â blaendaliadau cadw

42. Mae Atodlen 2 yn pennu pa bryd y mae'n rhaid ad-dalu blaendal cadw. Pan ymrwymir i gontract cyn y "terfyn amser ar gyfer cytundeb", rhaid ad-dalu'r blaendal o fewn saith niwrnod i ymrwymo i'r contract. Os nad ymrwymir i'r contract erbyn y "terfyn amser ar gyfer cytundeb", rhaid ad-dalu'r blaendal o fewn saith niwrnod i'r terfyn amser ar gyfer cytundeb. Pymthegfed diwrnod y cyfnod sy'n dechrau â diwrnod talu'r blaendal cadw yw'r "terfyn amser ar gyfer cytundeb".
43. Gall y partiön o dan sylw gytuno yn ysgrifenedig, fodd bynnag, i ddarparu "terfyn amser ar gyfer cytundeb" gwahanol, ac yn yr achos hwnnw, caiff y dyddiad y mae'r ad-daliad i'w wneud ei gyfrifo gan ystyried hynny. Yn ogystal â hynny, caiff Gweinidogion Cymru, drwy reoliadau, ddiwygio'r "terfyn amser ar gyfer cytundeb".
44. Mae eithriadau amrywiol i'r gofyniad i ad-dalu blaendal cadw, a nodir yn yr Atodlen. Mewn amgylchiadau pan ymrwymir i gontract cyn y terfyn amser, nid oes rhaid ad-dalu'r blaendal cadw os yw'r blaendal yn cael ei gymhwyso tuag at y taliad rhent cyntaf o dan y contract (paragraff 5(a)). Nid oes rhaid ei ad-dalu ychwaith os caiff ei gymhwyso tuag at dalu blaendal sicrwydd o dan y contract (paragraff 5(b)). Yn yr achos olaf hwn caiff ei drin, at ddibenion y gofynion diogelu blaendal (gweler adran 45 o Ddeddf 2016) fel pe bai wedi ei dalu ar y diwrnod y gwneir y contract.
45. Mae'r eithriadau ym mharagraffau 7, 8, 9 a 10 yn ymwneud ag amgylchiadau pan fo'r partiön i'r contract wedi methu ag ymrwymo i'r contract cyn y terfyn amser.
46. Mae paragraff 7 yn darparu nad oes rhaid i'r landlord ad-dalu blaendal cadw os yw'r darpar ddeiliad contract yn darparu gwybodaeth anwir neu gamarweiniol i'r landlord neu'r asiant gosod eiddo, a bod yr wybodaeth hon (neu'r weithred o ddarparu gwybodaeth anwir neu gamarweiniol) yn golygu bod "hawl resymol" gan y landlord i ystyried yr wybodaeth honno, neu weithred deiliad y contract, wrth benderfynu pa un ai i roi'r contract.

Section 8 – Meaning of “letting agent”, “letting works” and “property management work”

40. This section defines a letting agent as a person who carries out “lettings work” or “property management” work. Those terms have the meaning given in sections 10 and 12 of the 2014 Act. The effect is that a letting agent, for the purposes of the Act, will be a person who, by virtue of carrying out either lettings work or property management work (or both), is subject to the regulatory requirements applicable to letting agents in Part 1 of the Housing (Wales) Act 2014.

PART 3: TREATMENT OF HOLDING DEPOSITS

Section 9 – Treatment of holding deposits

41. The effect of section 9 is that a payment that is a holding deposit (within the meaning given in Schedule 1) is treated as having been made subject to specific terms set out in Schedule 2. These terms, subject to certain exceptions set out in the Schedule, require the repayment of a holding deposit by the landlord or letting agent who received the deposit.

Schedule 2: Treatment of holding deposits

42. Schedule 2 specifies when a holding deposit must be repaid. Where a contract is entered into before the “deadline for agreement”, the deposit must be repaid within seven days of the contract being entered into. If the contract is not entered into by the “deadline for agreement”, the deposit must be repaid within seven days of the deadline for agreement. The “deadline for agreement” is the fifteenth day of the period beginning with the day of the payment of the holding deposit.
43. The parties involved can however agree in writing that they are to provide for a different “deadline for agreement”, in which case the date on which repayment is to be made will be calculated taking that into account. In addition, the Welsh Ministers may, by regulations, amend the “deadline for agreement”.
44. There are various exceptions to the requirement to repay a holding deposit, set out in the Schedule. In circumstances where a contract is entered into before the deadline, the holding deposit does not have to be repaid if the deposit is applied towards the first payment of rent under the contract (paragraph 5(a)), nor does it have to be repaid if it is applied towards the payment of a security deposit under the contract (paragraph 5(b)). In this latter case it will be treated, for the purposes of the deposit protection requirements (see section 45 of the 2016 Act) as having been paid on the date the contract is made.
45. The exceptions in paragraphs 7, 8, 9 and 10 relate to circumstances where the parties to the contract have failed to enter into the contract before the deadline.
46. Paragraph 7 provides that the landlord does not have to repay a holding deposit if the prospective contract-holder provides false or misleading information to the landlord or letting agent and this information (or the act of providing false or misleading information) is such that the landlord is “reasonably entitled” to take that information or the contract-holder’s action into account in deciding whether to grant the contract.

47. Mae paragraff 8 yn darparu nad oes rhaid i'r landlord ad-dalu blaendal cadw os yw'r darpar ddeiliad contract yn penderfynu peidio ag ymrwymo i gontract ac yn hysbysu'r landlord neu'r asiant gosod eiddo am hyn cyn y "terfyn amser ar gyfer cytundeb".
48. Mae paragraff 9 yn gymwys pan fo landlord wedi cael blaendal cadw. Bydd hawl gan y landlord i atal y blaendal (a pheidio â rhoi ad-daliad) os yw'r landlord yn cymryd pob cam rhesymol i ymrwymo i gontract cyn y "terfyn amser ar gyfer cytundeb", ond bod deiliad y contract yn methu â chymryd pob cam rhesymol i wneud hynny cyn y dyddiad hwnnw. Mewn amgylchiadau pan fo landlord wedi cyfarwyddo asiant gosod eiddo i weithredu mewn perthynas â chontract, bydd rhaid ystyried hefyd pa mor rhesymol y mae'r asiant gosod eiddo wedi ymddwyn at ddibenion penderfynu a yw'r paragraff hwn yn gymwys (gweler paragraff 11(5)).
49. Mae paragraff 10 yn gwneud darpariaeth sy'n cyfateb i'r hyn a wneir gan baragraff 9 ond mewn perthynas ag achosion pan fo blaendal cadw wedi ei dalu i asiant gosod eiddo, nid i landlord.
50. Mae paragraff 11 yn darparu na ellir dibynnu ar yr eithriadau ym mharagraffau 8, 9 a 10 oni bai bod yr amod yn is-baragraff (2) o baragraff 11 wedi ei fodloni. Yr amod yw bod y landlord neu'r asiant gosod eiddo wedi darparu gwybodaeth ragnodedig i ddeiliaid y contract cyn iddo dalu blaendal cadw.
51. Bwriad y ddarpariaeth hon yw osgoi annhegwch mewn perthynas â deiliaid contract sydd, ar ôl talu blaendal cadw, yn penderfynu peidio ag ymrwymo i gontract am nad yw landlord neu asiant gosod eiddo wedi darparu gwybodaeth sy'n berthnasol i'r contract cyn iddo dalu'r blaendal cadw.

RHAN 4: GORFODAETH

Ystyr "awdurdodau gorfodi" yn y Rhan hon

52. Mae adrannau 10 i 19 o'r Rhan hon yn rhoi swyddogaethau sy'n ymwneud â gorfodi darpariaethau'r Ddeddf hon i awdurdodau gorfodi, neu swyddogion a awdurdodir at y diben hwnnw gan awdurdodau gorfodi. Mae adran 17 yn diffinio'r ymadrodd "awdurdodau gorfodi".
53. Mae adran 17 yn nodi dau awdurdod gorfodi mewn perthynas â phob ardal awdurdod tai lleol yng Nghymru. Un o'r ddau awdurdod gorfodi ar gyfer ardal fydd yr awdurdod tai lleol ar gyfer yr ardal; yr awdurdod trwyddedu ar gyfer yr ardal fydd y llall.
54. Ystyr "awdurdod trwyddedu" yn y cyd-destun hwn yw'r person a ddynodir yn awdurdod trwyddedu ar gyfer yr ardal o dan adran 3 o Ran 1 o Ddeddf 2014. Mae arfer swyddogaethau gan awdurdod gorfodi sy'n awdurdod trwyddedu yn ddarostyngedig i reolaeth yr awdurdod tai lleol ar gyfer yr ardal o dan sylw (gweler adran 17(2) am ragor ar hyn).

47. Paragraph 8 provides that the landlord does not have to repay a holding deposit if the prospective contract-holder decides not to enter into a contract and notifies the landlord or letting agent of this before the “deadline for agreement”.
48. Paragraph 9 applies where a landlord has received a holding deposit. The landlord will be entitled to withhold the deposit (and not make a repayment) if the landlord takes all reasonable steps to enter into a contract before the “deadline for agreement”, but the contract-holder fails to take all reasonable steps to do so before that date. In circumstances where a landlord has instructed a letting agent to act in relation to a contract, the reasonableness of the letting agent’s conduct will also have to be taken into account for the purposes of determining whether this paragraph applies (see paragraph 11(5)).
49. Paragraph 10 makes provision which corresponds to that made by paragraph 9 but in relation to cases where a holding deposit has been paid to a letting agent, not a landlord.
50. Paragraph 11 provides that the exceptions in paragraphs 8, 9 and 10 may not be relied upon unless the condition in sub-paragraph (2) of paragraph 11 is met. The condition is that before paying a holding deposit, the landlord or letting agent has provided prescribed information to the contract-holder.
51. The intention behind this provision is to prevent unfairness in relation to contract-holders who, after paying a holding deposit, decide not to enter into a contract because information relevant to the contract was not provided by a landlord or letting agent before the holding deposit was paid.

PART 4: ENFORCEMENT

Meaning of “enforcement authorities” in this Part

52. Sections 10 to 19 of this Part confer functions relating to enforcing the provisions of this Act on enforcement authorities, or officers authorised for that purpose by enforcement authorities. The expression “enforcement authorities” is defined by section 17.
53. Section 17 identifies two enforcement authorities in relation to each area of a local housing authority in Wales. One of the two enforcement authorities for an area will be the local housing authority for the area; the other will be the licensing authority for the area.
54. “Licensing authority” in this context means the person designated as the licensing authority for the area under section 3 of Part 1 of the 2014 Act. The exercise of functions by an enforcement authority which is a licensing authority is subject to the control of the local housing authority for the area in question (for more on this see section 17(2)).

55. Gan ddibynnu ar natur y trefniadau a wneir o dan Ran 1 o Ddeddf 2014 ar gyfer dynodi awdurdod trwyddedu, caiff awdurdod trwyddedu unigol o dan y Rhan honno fod, at ddibenion y Ddeddf hon, yn awdurdod gorfodi ar gyfer mwy nag un ardal awdurdod tai lleol. Pan roddwyd y Cydsyniad Brenhinol, roedd Cyngor Sir Caerdydd wedi ei ddynodi, o dan adran 3 o Ddeddf 2014, yn awdurdod trwyddedu ar gyfer Cymru gyfan (ac yn sgil hynny, ar gyfer pob un o'r ardaloedd awdurdod tai lleol yng Nghymru).

Adran 10 – Pŵer i wneud dogfennau neu wybodaeth yn ofynnol

56. Mae adran 10 yn rhoi pwerau i “swyddog awdurdodedig” awdurdod gorfodi wneud dogfennau neu wybodaeth arall yn ofynnol, drwy hysbysiad, at ddibenion ymchwilio i ba un a gyflawnwyd trosedd o dan y Ddeddf mewn perthynas ag annedd sydd wedi ei lleoli yn ardal yr awdurdod gorfodi. Bydd yr hysbysiad a ddyroddir gan y swyddog awdurdodedig yn pennu pa bryd, ymhle ac i bwy y mae'n rhaid cyflwyno'r dogfennau neu'r wybodaeth.
57. Mae'r pwerau a roddir gan yr adran hon yn arferadwy mewn perthynas â chategori cyfyngedig o bersonau. Nodir y personau hynny yn is-adran (4) sef unrhyw berson sy'n landlord, yn ddeiliad contract neu'n asiant gosod eiddo, neu sydd wedi bod yn landlord, yn ddeiliad contract neu'n asiant gosod eiddo. Mae is-adran (8) yn darparu bod cyfeiriad at ddogfen yn cynnwys gwybodaeth nad yw ar ffurf ddarllenadwy (er enghraifft, oherwydd ei bod wedi ei storio ar weinydd cyfrifiadur).
58. Ni chaniateir defnyddio'r pwerau a roddir gan yr adran hon i'w gwneud yn ofynnol i berson gyflwyno dogfennau y byddai gan y person hawl i wrthod eu darparu neu eu cyflwyno mewn achos yn yr Uchel Lys ar sail baint gyfreithiol broffesiynol. Enghraifft o hyn fyddai dogfennau sy'n cynnwys cyngor cyfreithiol gan gyfreithiwr y person.

Adran 11 – Trosedd o fethu â chydymffurfio â hysbysiad o dan adran 10

59. Yn rhinwedd is-adran (1), mae methiant i gydymffurfio â hysbysiad a ddyroddir o dan adran 10 yn drosedd. Mewn unrhyw achos llys sy'n cael ei ddwyn yn erbyn person am drosedd o dan is-adran (1) mae'n amddiffyniad os oedd gan berson esgus rhesymol dros fethu â chydymffurfio â'r hysbysiad. O gael ei euogfarnu, mae person yn agored i ddirwy nad yw'n fwy na lefel 4 ar y raddfa safonol.
60. Yn rhinwedd is-adran (4), mae person sy'n mynd ati'n fwriadol i newid, i atal neu i ddinistrio unrhyw ddogfen y mae hysbysiad o dan adran 10 yn ei gwneud yn ofynnol i'r person hwnnw ei chyflwyno, yn cyflawni trosedd. O gael ei euogfarnu am drosedd o'r fath, mae'r person yn agored i ddirwy, nad yw'r ddarostyngedig i uchafswm ar y raddfa safonol. Mae'r ddarpariaeth ar gyfer dirwy o'r fath yn adlewyrchu'r ffaith fod y drosedd hon yn ymgais fwriadol i dwyllo neu gelu gwybodaeth, a bydd llys yn ystyried hynny wrth bennu lefel y ddirwy.

Adran 12 – Trosedd o ddarparu gwybodaeth anwir neu gamarweiniol mewn perthynas â hysbysiad o dan adran 10

61. Yn rhinwedd is-adran (1), mae person y rhoddir hysbysiad iddo o dan adran 10 sy'n darparu gwybodaeth anwir neu gamarweiniol mewn ymateb i'r hysbysiad, ac sydd naill ai'n gwybod ei bod yn anwir neu'n gamarweiniol neu'n ddi-hid o ran a yw'n anwir neu'n gamarweiniol, yn cyflawni trosedd.

55. Depending on the nature of the arrangements made under Part 1 of the 2014 Act for designation of a licensing authority, a single licensing authority under that Part may, for the purposes of this Act, be the enforcement authority for more than one local housing authority area. At Royal Assent, Cardiff County Council was designated under section 3 of the 2014 Act as the licensing authority for the whole of Wales (and by extension, each of the local housing authority areas in Wales).

Section 10 - Power to require documents or information

56. Section 10 confers powers on an “authorised officer” of an enforcement authority to require, by notice, documents or other information for the purposes of investigating whether an offence has been committed under the Act in relation to a dwelling located in the enforcement authority’s area. The notice issued by the authorised officer will specify when, where and to whom the documents or information must be produced.
57. The powers conferred by this section are exercisable in relation to a limited category of persons. These persons are identified in subsection (4) and they comprise any person who is, or has been, a landlord, contract-holder or letting agent. Subsection (8) provides that a reference to a document includes information which is not in legible form (for example, because it is stored on a computer server).
58. The powers conferred by this section may not be used to require a person to produce documents that, on the grounds of legal professional privilege, the person would be entitled to refuse to produce or provide in proceeding in the High Court. An example would be documents containing legal advice from a person’s solicitor.

Section 11 - Offence of failing to comply with a notice under section 10

59. By virtue of subsection (1), a failure to comply with a notice issued under section 10 is an offence. In any proceedings brought against a person for an offence under subsection (1) it is a defence if a person had a reasonable excuse for failing to comply with the notice. On conviction, a person is liable to a fine not exceeding level 4 on the standard scale.
60. By virtue of subsection (4), a person who intentionally alters, suppresses or destroys any document that that person has been required to produce by a notice under section 10 will commit an offence. Upon conviction of such an offence, the person is liable to a fine, which is not subject to a maximum level on the standard scale. The provision for such a fine reflects the fact that this offence involves a deliberate attempt to deceive or to suppress information, which a court will take into account when setting the level of fine.

Section 12 - Offence of providing false or misleading information in relation to a notice under section 10

61. By virtue of subsection (1), a person given a notice under section 10 who supplies false or misleading information in response to the notice, and who either knows that it is false or misleading or is reckless as to whether it is false or misleading, commits an offence.

62. Mae is-adran (2) yn darparu y bydd person hefyd yn cyflawni trosedd os yw'n darparu unrhyw wybodaeth anwir neu gamarweiniol i berson arall, naill ai gan wybod bod yr wybodaeth yn anwir neu'n gamarweiniol, neu gan fod yn ddi-hid o ran a yw'n anwir neu'n gamarweiniol, a chan wybod hefyd y bydd person arall yn darparu'r wybodaeth mewn ymateb i hysbysiad o dan adran 10.
63. O gael ei euogfarnu am drosedd o dan yr adran hon, mae person yn agored i ddirwy nad yw, unwaith eto, yn ddarostyngedig i unrhyw uchafswm ar y raddfa safonol. Mae'r ddarpariaeth ar gyfer dirwy o'r fath yn adlewyrchu'r ffaith y bu ymgais fwriadol neu ddi-hid i dwyllo neu gamarwain gan y rheini oedd ynghlwm â throsedd o dan yr adran hon.

Adran 13 – Hysbysiadau cosb benodedig

64. Mae'r adran hon yn darparu ar gyfer hysbysiadau cosb benodedig am droseddau o dan adrannau 2 a 3 (ond nid am droseddau o dan Ran 4 o'r Ddeddf). Caiff swyddog a awdurdoddir gan awdurdod gorfodi roi hysbysiadau cosb benodedig o dan yr adran hon. £1,000 yw swm y gosb benodedig. Caniateir diwygio'r swm hwn drwy reoliadau a wneir gan Weinidogion Cymru (gweler is-adran (3)).
65. Mae is-adran (4) yn darparu bod hysbysiad cosb benodedig a roddir o dan yr adran hon yn cael ei drin at ddibenion penodol fel pe bai wedi ei roi o dan adran 29 o Ddeddf 2014.
66. Mae'r dibenion hyn yn ymwneud â'r materion a ganlyn.
67. Y mater cyntaf yw effaith hysbysiad cosb benodedig mewn perthynas ag achos llys posibl yn erbyn person am drosedd honedig. Mae cymhwyso adran 29(2) o Ran 1 o Ddeddf 2014 yn sicrhau, pan roddir hysbysiad i berson mewn cysylltiad â throsedd o dan adran 2 neu 3 o'r Ddeddf hon, na chaniateir cychwyn achos llys mewn perthynas â'r drosedd honedig nes bod 21 diwrnod wedi mynd heibio yn dilyn dyddiad yr hysbysiad; ac ni ellir euogfarnu person sydd wedi talu'r swm cyn i'r cyfnod hwnnw o 3 wythnos ddod i ben am y drosedd o dan sylw.
68. Yr hyn sydd i'w gynnwys mewn hysbysiad a roddir i berson yw'r ail fater. Bydd cymhwyso adran 29(3) o Ddeddf 2014 i hysbysiad o dan yr adran hon yn ei gwneud yn ofynnol i'r hysbysiad nodi:
- gwybodaeth resymol am yr amgylchiadau yr honnir eu bod yn ffurfio'r drosedd;
 - y cyfnod pan na fydd achos llys yn cael ei gynnal am y drosedd;
 - swm y gosb benodedig;
 - manylion y person y mae'r gosb yn daladwy iddo, a'i gyfeiriad.
69. Mae'r trydydd mater yn ymwneud â rheolau ynglŷn â'r modd y caniateir talu swm cosb benodedig, a rheolau ynghylch pa bryd y mae taliad i'w drin fel pe bai wedi ei wneud at ddibenion penodol.
70. Dim ond ar gyfer swyddogaethau'r awdurdod gorfodi sy'n ymwneud â gorfodi'r Ddeddf hon y caniateir defnyddio derbyniadau o hysbysiadau cosb benodedig (is-adran (5)).

62. Subsection (2) provides that an offence will also be committed where a person supplies any false or misleading information to another person, either knowing that the information is false or misleading, or being reckless as to whether it is false or misleading, and knowing also that another person is going to provide the information in reply to a section 10 notice.
63. On conviction of an offence under this section, a person is liable to a fine, again not subject to any maximum level on the standard scale. The provision for such a fine reflects the fact there has been deliberate or reckless attempt to deceive or mislead by those involved in an offence under this section.

Section 13 - Fixed penalty notices

64. This section provides for fixed penalty notices for offences under section 2 and 3 (but not for offences under Part 4 of the Act). Fixed penalty notices under this section may be given by the authorised officer of an enforcement authority. The amount of the fixed penalty is £1,000. This amount may be amended by regulations made by the Welsh Ministers (see subsection (3)).
65. Subsection (4) provides that a fixed penalty notice given under this section is treated for certain purposes as if it were given under section 29 of the 2014 Act.
66. These purposes relate to the following matters.
67. The first matter is the effect of a fixed penalty notice in relation to potential proceedings against a person for an alleged offence. Applying section 29(2) of Part 1 of the 2014 Act ensures that where a person is given a notice in respect of an offence under section 2 or 3 of this Act, no proceedings in relation to the alleged offence may be issued until the expiry of the period of 21 days following the date of the notice; and a person who has paid the amount before the expiry of that 3 week period cannot be convicted of the offence in question.
68. The second matter is the content of a notice given to a person. Applying section 29(3) of the 2014 Act to a notice under this section will require the notice to set out:
 - reasonable information on the circumstances alleged to constitute the offence;
 - the period during which proceedings will not be taken for the offence;
 - the amount of the fixed penalty;
 - details of the identity and address of the person to whom the penalty is payable.
69. The third matter relates to rules about how a payment of the amount of a fixed penalty can be made, and rules about when a payment is to be treated as having been made for particular purposes.
70. Receipts from fixed penalty notices can only be used for the enforcement authority's functions relating to the enforcement of this Act (subsection (5)).

Adran 14 – Dyletswydd awdurdod tai lleol i hysbysu awdurdod trwyddedu am euogfarn

71. Mae'r adran hon yn ei gwneud yn ofynnol i awdurdod tai lleol hysbysu'r awdurdod trwyddedu (neu bob un ohonynt, os oes mwy nag un) a ddynodir o dan adran 3 o Ran 1 o Ddeddf 2014, cyn gynted ag y bo'n rhesymol ymarferol ar ôl iddo ddod yn ymwybodol fod person wedi ei euogfarnu am drosedd o dan y Ddeddf hon mewn cysylltiad ag annedd yn ei ardal.
72. Nid oes unrhyw ofyniad o dan yr adran hon i awdurdod tai lleol hysbysu'r awdurdod trwyddedu am euogfarn os cafodd yr achos llys a arweiniodd at yr euogfarn ei ddwyn gan yr awdurdod trwyddedu o dan adran 19 o'r Ddeddf hon.
73. Bydd hysbysiad am euogfarn am drosedd yn ffactor wrth i'r awdurdod trwyddedu benderfynu at ddibenion Rhan 1 o Ddeddf 2014 a yw person sydd wedi ei euogfarnu yn berson addas a phriodol at ddibenion rhoi trwydded iddo neu gadw trwydded i wneud gwaith gosod neu waith rheoli eiddo.

Adran 15 – Dyletswydd i roi sylw i ganllawiau

74. Mae'r adran hon yn darparu bod rhaid i awdurdod gorfodi, wrth arfer ei swyddogaethau o dan Ran 4, roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru.

Adran 16 – Ystyr “swyddog awdurdodedig”

75. Mae'r adran hon yn darparu mai swyddog awdurdodedig awdurdod gorfodi, at ddibenion Rhan 4 o'r Ddeddf hon, yw person sydd wedi ei awdurdodi yn ysgrifenedig gan yr awdurdod gorfodi.

Adran 17 – Awdurdodau gorfodi

76. Fel y crybwyllir ar ddechrau'r nodiadau ar gyfer y Rhan hon (paragraff 52), mae'r adran hon yn darparu mai'r awdurdod tai lleol a'r awdurdod trwyddedu ill dau yw'r awdurdod gorfodi mewn perthynas ag ardal awdurdod tai lleol.
77. Pan fo'r awdurdod trwyddedu yn awdurdod gorfodi ar gyfer ardal yr awdurdod tai lleol, fodd bynnag, rhaid iddo gael caniatâd ysgrifenedig ymlaen llaw gan yr awdurdod tai lleol cyn arfer unrhyw swyddogaeth gorfodi neu ddwyn achos llys o dan adran 19 mewn perthynas â'r ardal honno. Y bwriad yw atal dyblygu wrth arfer swyddogaethau.

Adran 18 – Darparu a defnyddio gwybodaeth gan awdurdodau gorfodi

78. Mae'r adran hon yn gwneud darpariaeth ynghylch darparu rhwng awdurdodau gorfodi wybodaeth sy'n berthnasol i orfodi darpariaethau'r Rhan hon, a darpariaeth ynghylch at ba ddibenion y caniateir defnyddio gwybodaeth o'r fath.

Section 14 – Duty of local housing authority to notify licensing authority of conviction

71. This section requires a local housing authority to notify the licensing authority (or each of them if there is more than one) designated under section 3 of Part 1 of the 2014 Act, as soon as reasonably practicable after it becomes aware a person has been convicted of an offence under this Act in respect of a dwelling in its area.
72. There is no requirement under this section for a local housing authority to notify the licensing authority of a conviction if the proceedings which led to the conviction were brought by the licensing authority under section 19 of this Act.
73. Notification of conviction of an offence will be a factor for the licensing authority in determining for the purposes of Part 1 of the 2014 Act whether a convicted person is a fit and proper person for the purposes of being granted or retaining a licence to carry out lettings work or property management work.

Section 15 - Duty to have regard to guidance

74. This section provides that in exercising its functions under Part 4, an enforcement authority must have regard to any guidance issued by Welsh Ministers.

Section 16 – Meaning of “authorised officer”

75. This section provides that an authorised officer of an enforcement authority for the purposes of Part 4 of the Act, is a person authorised in writing by the enforcement authority.

Section 17 – Enforcement authorities

76. As mentioned at the beginning of the notes for this Part (paragraph 52), this section provides that each of the local housing authority and the licensing authority is the enforcement authority in relation to the local housing authority area.
77. However, where the licensing authority is the enforcement authority for the local housing authority area, it must obtain prior written permission from the local housing authority before exercising any enforcement function or bringing proceedings under section 19 in relation to that area. The intention is to prevent duplication in the exercise of functions.

Section 18 – Supply and use of information by enforcement authorities

78. This section makes provision about the supply between enforcement authorities of information relevant to enforcing the provisions of this Part, and provision about the purposes for which such information may be used.

79. Mae is-adran (1) yn caniatáu i awdurdod gorfodi wneud gwybodaeth yn ofynnol gan awdurdodau gorfodi eraill. Mae is-adran (2) yn disgrifio'r wybodaeth y mae is-adran (1) yn gymwys iddi, sy'n cynnwys unrhyw wybodaeth y mae awdurdod gorfodi yn ei chael wrth arfer ei swyddogaethau o dan y Rhan hon, gan gynnwys gwybodaeth sydd ym meddiant awdurdod yn rhinwedd cais blaenorol am wybodaeth a wnaed o dan is-adran (1).
80. Bydd rhaid i awdurdod y gwneir cais iddo am wybodaeth gydymffurfio â'r cais oni bai ei fod yn ystyried y byddai gwneud hynny yn anghydnaws ag arfer unrhyw un neu ragor o'i swyddogaethau eraill, gan gynnwys swyddogaethau sy'n arferadwy ganddo ac eithrio o dan y Rhan hon.
81. Mae is-adrannau (3) a (4) yn ymdrin â'r dibenion y caniateir i awdurdodau gorfodi ddefnyddio gwybodaeth sy'n berthnasol i orfodi darpariaethau'r Rhan hon.
82. Mae is-adran (3) yn awdurdodi, at ddibenion gorfodi'r Rhan hon, y defnydd o unrhyw wybodaeth a ddisgrifir gan is-adran (5). Mae hyn yn cynnwys gwybodaeth y mae adran 36 o Ddeddf 2014 yn caniatáu i awdurdod gorfodi (yn rhinwedd bod yn awdurdod tai lleol neu'n awdurdod trwyddedu, yn ôl y digwydd) ei defnyddio at ddibenion sy'n gysylltiedig ag arfer ei swyddogaethau o dan Ran 1 o'r Ddeddf honno.
83. Mae is-adran (4) yn awdurdodi defnyddio gwybodaeth i'r cyfeiriad arall, sy'n golygu y caniateir i awdurdod gorfodi ddefnyddio gwybodaeth o fewn is-adran (5)(a) neu (b) a gafwyd wrth arfer swyddogaethau o dan y Rhan hon at ddibenion unrhyw un neu ragor o'i swyddogaethau o dan Ran 1 o Ddeddf 2014.
84. Ni fydd yn ofynnol i awdurdod trwyddedu sy'n awdurdod gorfodi gael cydsyniad awdurdod tai lleol i arfer swyddogaethau o dan yr adran hon (gweler is-adran (6)).

Adran 19 – Pŵer awdurdod trwyddedu i ddwyn achos troseddol

85. Mae'r adran hon yn caniatáu i awdurdod gorfodi, os yw'n awdurdod trwyddedu, ddwyn achos troseddol am drosedd honedig o dan y Ddeddf. Mae'r adran yn ymdrin ag awdurdodau trwyddedu yn unig, gan fod pŵer cyffredinol ar gael i awdurdodau lleol o dan adran 222 o Ddeddf Llywodraeth Leol 1972, oherwydd eu bod yn awdurdodau lleol, i ddwyn achos cyfreithiol mewn cysylltiad â'u hardaloedd.

Adran 20 – Diwygio Deddf Rhentu Cartrefi (Cymru) 2016: cyfyngiadau ar derfynu contractau

86. Mae'r adran hon yn cyflwyno Atodlen 3, sy'n gwneud diwygiadau amrywiol i Ddeddf 2016 at ddiben gosod cyfyngiadau, sy'n ymwneud ag achosion o dorri darpariaethau penodol o'r Ddeddf hon a ddisgrifir ym mharagraffau 86-99 a fyddai'n cyfyngu ar allu landlord i geisio meddiant o annedd sy'n destun contract meddiannaeth safonol.

79. Subsection (1) allows an enforcement authority to require information from other enforcement authorities. The information to which subsection (1) applies is described by subsection (2) and captures any information obtained by an enforcement authority in the exercise of its functions under this Part, including information which is in an authority's possession by virtue of a previous request for information made under subsection (1).
80. An authority to which a request for information is made will be obliged to comply with the request unless it considers that to do so would be incompatible with the exercise of any of its other functions; including functions exercisable by it otherwise than under this Part.
81. Subsections (3) and (4) address the purposes for which information relevant to the enforcement of the provisions of this Part may be used by enforcement authorities.
82. Subsection (3) authorises, for the purposes of the enforcement of this Part, the use of any information described by subsection (5). This includes information which an enforcement authority (in its capacity as a local housing authority or a licensing authority, as the case may be) is permitted by section 36 of the 2014 Act to use for purposes connected to the exercise of its functions under Part 1 of that Act.
83. Subsection (4) authorises the use of information in the opposite direction, so that an enforcement authority may use information within subsection (5)(a) or (b) obtained in the exercise of functions under this Part for the purposes of any of its functions under Part 1 of the 2014 Act.
84. A licensing authority which is an enforcement authority will not require the consent of a local housing authority to exercise functions under this section (see subsection (6)).

Section 19- Power of licensing authority to bring criminal proceedings

85. This section permits an enforcement authority, if it is a licensing authority, to bring criminal proceedings for an alleged offence under the Act. The section deals with licensing authorities only, because local authorities have available to them a general power under section 222 of the Local Government Act 1972, in their capacity as local authorities, to bring legal proceedings in connection with their areas.

Section 20 - Amendment of Renting Homes (Wales) Act 2016: restrictions on terminating contracts

86. This section introduces Schedule 3, which makes various amendments to the 2016 Act for the purpose of imposing restrictions, relating to breaches of certain provisions of this Act as described in paragraphs 86-98, which would restrict a landlord's ability to seek possession of dwellings subject to a standard occupation contract.

Atodlen 3 – Diwygio Deddf Rhentu Cartrefi (Cymru) 2016: cyfyngiadau ar derfynu contractau

87. Mae adran 177A – a fewnosodir yn Neddf 2016 gan baragraff 2 – yn ymwneud â hysbysiadau a roddir i ddeiliaid contract gan landlordiaid sy'n ceisio meddiant o anheddau sy'n destun contractau meddiannaeth safonol cyfnodol. Byddai landlord yn rhoi hysbysiad meddiant o'r math hwn o dan adran 173 o Ddeddf 2016 (hysbysiad y landlord).
88. Mae adrannau 186A, 186B a 186C – a fewnosodir yn Neddf 2016 gan baragraff 4(1) – yn ymwneud â hysbysiadau a roddir gan landlord i derfynu contract safonol cyfnod penodol. Byddai landlord yn rhoi hysbysiad meddiant o'r math hwn o dan adran 186 o Ddeddf 2016 (hysbysiad y landlord mewn cysylltiad â diwedd cyfnod penodol).
89. Mae adran 198A – a fewnosodir yn Neddf 2016 gan baragraff 5 – yn ymwneud â defnydd landlord o hysbysiad o dan adran 194 o Ddeddf 2016 (cymal terfynu'r landlord) pan fo landlord yn ceisio meddiant o'r annedd sy'n destun contract meddiannaeth safonol cyfnod penodol. Byddai contract sy'n ymgorffori cymal terfynu'r landlord yn caniatáu i landlord roi hysbysiad i derfynu'r contract cyn diwedd y cyfnod penodol.
90. Bydd yr adrannau 177A, 186A i 186C a 198A newydd yn ddarpariaethau sylfaenol a ymgorfforir, yn rhinwedd Deddf 2016, yn y math o gontractau meddiannaeth safonol y maent yn ymwneud â hwy.
91. Felly mewn perthynas â contract safonol cyfnodol sy'n ymgorffori adran 173 o Ddeddf 2016, byddai'n rhaid i'r contract ymgorffori adran 177A, oni bai bod y partïon wedi cytuno fel arall, yn unol ag adran 20 o Ddeddf 2016.
92. Ar gyfer contract cyfnod penodol sy'n ymgorffori adran 186, byddai'n rhaid i'r contract ymgorffori adrannau 186A a 186C, oni bai bod y partïon wedi cytuno fel arall, yn unol ag adran 20 o Ddeddf 2016. Mae'r sefyllfa mewn cysylltiad ag adran 186B yn wahanol gan fod rhaid ymgorffori'r adran mewn contract cyfnod penodol, a'i hymgorffori heb ei haddasu.
93. Gyda golwg ar gontract cyfnod penodol sy'n ymgorffori cymal terfynu'r landlord, byddai adran 198A yn cael ei hymgorffori yn y contract; ond unwaith eto, byddai hyn yn ddarostyngedig i unrhyw gytundeb i'r gwrthwyneb rhwng y partïon, yn unol ag adran 20 o Ddeddf 2016.
94. Bydd y cyfyngiadau sy'n cael eu gosod gan adrannau 177A, 186C a 198A yn gymwys yn y naill a'r llall o'r achosion a ganlyn, sy'n cynnwys amgylchiadau pan fo landlord yn ymddwyn yn groes i ddarpariaethau penodol yn y Ddeddf hon.
95. Yr achos cyntaf yw pan fo'r landlord, yn groes i adran 2(1) o'r Ddeddf, wedi gwneud taliad gwaharddedig yn ofynnol mewn cysylltiad â'r contract; o ganlyniad, mae taliad wedi ei wneud (boed i'r landlord neu i berson arall); ac nid yw'r taliad o dan sylw wedi ei ad-dalu.

Schedule 3 - Amendment of Renting Homes (Wales) Act 2016: restrictions on terminating contracts.

87. Section 177A - which will be inserted into the 2016 Act by paragraph 2 - relates to notices given to contract-holders by landlords seeking possession of dwellings subject to periodic standard occupation contracts. A possession notice of this kind would be given by a landlord under section 173 of the 2016 Act (Landlord's notice).
88. Sections 186A, 186B and 186C - which will be inserted into the 2016 Act by paragraph 4(1) - relate to notices given by a landlord to end a fixed term standard contract. A possession notice of this kind would be given by a landlord under section 186 of the 2016 Act (Landlord's notice in connection with end of term).
89. Section 198A - which will be inserted into the 2016 Act by paragraph 5 - relates to the use by a landlord of a notice under section 194 of the 2016 Act (Landlord's break clause) where a landlord is seeking possession of the dwelling subject to a fixed term standard occupation contract. A contract incorporating a landlord's break clause would allow a landlord to give notice to end the contract before the end of the fixed term.
90. New sections 177A, 186A to 186C and 198A will be fundamental provisions incorporated, by virtue of the 2016 Act, into the type of standard occupation contracts to which they relate.
91. So in relation to a periodic standard contract which incorporates section 173 of the 2016 Act, the contract would have to incorporate section 177A, unless the parties, in accordance with section 20 of the 2016 Act, agreed otherwise.
92. For a fixed term contract which incorporates section 186, the contract would have to incorporate sections 186A and 186C, unless the parties, in accordance with section 20 of the 2016 Act, agreed otherwise. The position in respect of section 186B is different in that the section must be incorporated into a fixed term contract, and must be incorporated without modification.
93. In relation to a fixed term contract incorporating a landlord's break clause, section 198A would be incorporated into the contract; but again, this would be subject to any contrary agreement between the parties, in accordance with section 20 of the 2016 Act.
94. The restrictions being imposed by sections 177A, 186C and 198A would apply in both of the following cases, cases which would involve circumstances in which a landlord was acting contrary to certain provisions of this Act.
95. The first case is one in which, contrary to section 2(1) of the Act, the landlord has required a prohibited payment to be made in connection with the contract; in consequence, a payment has been made (whether to the landlord or another person); and the payment in question has not been repaid.

96. Yr ail achos yw pan nad yw blaendal cadw a dalwyd i'r landlord mewn perthynas â'r contract wedi ei ad-dalu, ac nad yw'r methiant i ad-dalu wedi ei awdurdodi gan Atodlen 2 i'r Ddeddf (er mai'r rheol gyffredinol yw y bydd rhaid ad-dalu blaendaliadau cadw, mae Atodlen 2 yn pennu amgylchiadau cyfyngedig pan ganiateir i landlord gadw blaendal cadw).
97. At ddibenion adrannau 177A, 186C a 198A, os yw holl swm taliad gwaharddedig neu flaendal cadw, neu ran ohono, wedi ei gymhwysu tuag at rent o dan y contract neu ar gyfer blaendal sicrwydd (neu'r ddau fath o daliad) mae'r swm a gymhwyswyd felly i'w drin fel pe bai wedi ei ad-dalu.
98. Er enghraifft, ni fyddai adran 177A(1) yn rhwystro landlord a oedd wedi atal swm blaendal cadw, yn groes i Atodlen 2 o'r Ddeddf, rhag rhoi hysbysiad adran 173 i ddeiliad contract mewn perthynas â chontract safonol cyfnodol, pe bai'r cyfanswm wedi ei gymhwysu tuag at daliad rhent cyntaf deiliad y contract o dan y contract.
99. Mae paragraffau 3, 4(2), (3), (4) a pharagraffau 6 a 7 o Atodlen 3 yn gwneud mân ddiwygiadau i Ddeddf 2016 o ganlyniad i'r adrannau 177A, 186A i 186C a 198A newydd, neu fel arall mewn cysylltiad â hwy.

Adran 21 – Canllawiau i awdurdod trwyddedu o dan Ran 1 o Ddeddf Tai (Cymru) 2014

100. Mae adran 21 yn diwygio adran 41 o Ddeddf 2014 i ddarparu y caiff canllawiau a roddir i awdurdod trwydded o dan Ran 1 o Ddeddf 2014 gynnwys darpariaeth am faterion sydd i'w hystyried gan awdurdod trwyddedu wrth benderfynu a yw methiant i ad-dalu taliad gwaharddedig neu flaendal cadw yn effeithio ar addasrwydd person i gael ei drwyddedu o dan Ran 1 o Ddeddf 2014. Mae Rhan 1 o Ddeddf 2014 yn gwneud darpariaeth ynghylch rheoleiddio landlordiaid ac asiantiaid gosod eiddo sy'n darparu tai rhent preifat yng Nghymru.

RHAN 5: ADENNILL SWM GAN DDEILIAD Y CONTRACT

Adran 22 – Adennill taliad gwaharddedig neu flaendal cadw

101. Mae'r adran hon yn darparu y caiff person wneud cais i'r llys sirol i adennill taliad gwaharddedig neu flaendal cadw sydd wedi ei dalu gan y person, neu ar ei ran, mewn perthynas â chontract meddiannaeth safonol. Mae'r adran hon yn cyfeirio at y person sy'n gwneud hawliad o'r fath fel yr "hawlydd".
102. Yn achos adennill taliad gwaharddedig, er mwyn i'r hawliad lwyddo, rhaid i'r llys fod wedi ei fodloni y tu hwnt i amheuaeth resymol fod taliad gwaharddedig wedi ei wneud, ac nad yw'r holl swm, neu ran o'r swm, wedi ei ad-dalu. Os yw wedi ei fodloni, caiff y llys orchymyn i'r taliad cyfan gael ei ad-dalu, neu (os yw rhan ohono eisoes wedi ei had-dalu) y rhan honno o'r taliad sy'n dal i fod heb ei thalu. Dim ond pe byddai'r llys yn fodlon bod taliad gwaharddedig wedi bod yn ofynnol gan ddeiliad contract y gellid gwneud gorchymyn, ac mae hynny ynddo'i hun yn drosedd. At hynny, gallai'r ffaith bod ad-daliad wedi ei orchymyn fod yn fater i'w ystyried gan awdurdod trwyddedu wrth benderfynu a yw landlord neu asiant, yn ôl y digwydd, yn berson addas a phriodol i ddal trwydded at ddibenion Rhan 1 o Ddeddf 2014.

96. The second case is one in which a holding deposit paid to the landlord in relation to the contract has not been repaid, and the failure to repay is not authorised by Schedule 2 to the Act (although the general rule is that holding deposits will have to be repaid, Schedule 2 specifies limited circumstances in which a landlord is permitted to keep a holding deposit).
97. For the purposes of sections 177A, 186C and 198A, if all or part of an amount of a prohibited payment or holding deposit has been applied towards rent under the contract or towards a security deposit (or both kinds of payment) the amount so applied is treated as having been repaid.
98. So, for example, a landlord who had withheld the amount of a holding deposit, contrary to Schedule 2 to the Act, would not be prevented by section 177A(1) from giving a contract-holder a section 173 notice in relation to a periodic standard contract, if the total amount had been applied towards the first payment of the contract-holder's rent under the contract.
99. Paragraphs 3, 4(2), (3), (4) and paragraphs 6 and 7 of Schedule 3 make minor amendments to the 2016 Act in consequence of, or otherwise in connection with, new sections 177A, 186A to 186C and 198A.

Section 21 – Guidance to a licensing authority under Part 1 of the Housing (Wales) Act 2014

100. Section 21 makes an amendment to section 41 of the 2014 Act providing that guidance given to a licensing authority under Part 1 of the 2014 Act may include provision about matters to be taken into account by a licensing authority in deciding whether a failure to repay a prohibited payment or holding deposit affects a person's fitness to be licensed under Part 1 of the 2014 Act. Part 1 of the 2014 Act makes provision for the regulation of landlords and letting agents who provide private rented housing in Wales.

PART 5: RECOVERY OF AMOUNT BY CONTRACT-HOLDER

Section 22 - Recovery of a prohibited payment or holding deposit

101. This section provides that a person may apply to the county court to recover a prohibited payment or holding deposit which has been paid by or on behalf of the person in relation to a standard occupation contract. The person making such a claim is referred to in the section as "the claimant".
102. In the case of recovery of a prohibited payment, for the claim to succeed, the court must be satisfied beyond reasonable doubt that a prohibited payment has been made and that all or part of the amount of the payment has not been repaid. If it is so satisfied, the court may order repayment of the whole payment or (if part of it has already been repaid) of that part of it that remains unpaid. An order could only be made, if the court was satisfied that a prohibited payment had been required from a contract-holder, which is itself an offence. Additionally, the fact that repayment had been ordered could be a matter taken into account by a licensing authority in determining whether a landlord or agent, as the case may be, was a fit and proper person to hold a licence for the purposes of Part 1 of the 2014 Act.

103. Yn achos adennill blaendal cadw, er mwyn i'r hawliad lwyddo, rhaid i'r llys fod wedi ei fodloni, yn ôl pwysau tebygolrwydd, fod blaendal cadw wedi ei dalu ac y bu methiant i'w ad-dalu i gyd, neu i ad-dalu rhan ohono, i'r hawlydd yn unol ag Atodlen 2. (Mae'r prawf gwahanol a gymhwysir yn yr achos hwn yn adlewyrchu'r ffaith nad yw methiant i ad-dalu blaendal cadw yn drosedd, yn wahanol i'r sefyllfa o ran ei gwneud yn ofynnol i berson wneud taliad gwaharddedig yn groes i adran 2 neu 3 o'r Ddeddf.) Unwaith eto, caiff y llys orchymyn bod y blaendal cadw cyfan yn cael ei ad-dalu, neu'r rhan sy'n weddill o unrhyw flaendal cadw a gymerwyd gan ddeiliad y contract.
104. Ni chaiff y llys ei gwneud yn ofynnol i swm gael ei ad-dalu os yw'r swm hwnnw wedi ei gymhwyso tuag at rent, neu'r blaendal sicrwydd o dan gontract meddiannaeth safonol.
105. Ni chaniateir gwneud hawliad i adennill taliad gwaharddedig pan fo achos troseddol wedi ei ddwyn mewn cysylltiad â'r taliad sy'n destun anghydfod, oni bai bod yr achos wedi ei ddirwyn i ben. Y rheswm am hyn yw y caiff y llys sy'n euogfarnu person am drosedd o dan adran 2 neu 3 mewn cysylltiad â thaliad gwaharddedig orchymyn bod swm sy'n cyfateb i'r taliad gwaharddedig yn cael ei dalu (adrannau 2(6) a 3(6)).

RHAN 6: RHOI CYHOEDDUSRWYDD I FFFIOEDD ASIANTIAID GOSOD EIDDO

Adran 23 – Rhoi cyhoeddusrwydd i ffioedd asiantiaid gosod eiddo

106. Mae'r adran hon yn darparu y caiff Gweinidogion Cymru, drwy reoliadau, ddiwygio Pennod 3 o Ran 3 o Ddeddf Hawliau Defnyddwyr 2015 ("Deddf 2015") i'w gwneud yn ofynnol i asiant gosod eiddo sicrhau bod unrhyw hysbysebwr ar-lein (fel y'i diffinnir) yn rhoi cyhoeddusrwydd i ffioedd penodol y mae'r asiant yn eu codi, i'r graddau y maent yn ymwneud ag anhedd-dai yng Nghymru. Diffinnir y ffioedd o dan sylw yn adran 85 o Ddeddf 2015 ac maent yn cynnwys ffioedd sy'n daladwy gan landlord neu denant mewn cysylltiad â gwaith asiantaeth gosod eiddo a gwaith rheoli eiddo. Caiff y rheoliadau hefyd ddiwygio Deddf 2015 er mwyn caniatáu i fwy nag un gosb gael ei gosod ar asiant gosod eiddo mewn perthynas â'r un achos o dorri dyletswydd ym Mhennod 3 o Ran 3 o Ddeddf 2015 i'r graddau y mae'r toriad yn ymwneud ag anhedd-dai yng Nghymru.

RHAN 7: DARPARIAETHAU TERFYNOL

Adran 24 – Gofyniad i awdurdod tai lleol hyrwyddo ymwybyddiaeth o effaith y Ddeddf hon

107. Mae'r adran hon yn darparu bod rhaid i awdurdod tai lleol wneud trefniadau i wybodaeth ynglŷn ag effaith y Ddeddf hon fod ar gael yn gyhoeddus yn ei ardal, gan gynnwys gwybodaeth am y ffordd y gellir adennill taliad gwaharddedig a blaendal cadw.
108. Mater i bob awdurdod tai lleol fydd penderfynu ar y ffordd orau o sicrhau bod gwybodaeth ar gael, ond wrth wneud trefniadau ar gyfer hynny, rhaid i awdurdodau tai lleol roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru.

103. In the case of recovery of a holding deposit, for the claim to succeed, the court must be satisfied on the balance of probabilities that a holding deposit has been paid and there has been failure to repay all or part of that to the claimant in accordance with Schedule 2. (The different test that is applied in this case reflects the fact that failure to repay a holding deposit is not a criminal offence, unlike the position in respect of requiring a person to make a prohibited payment contrary to section 2 or 3 of the Act.) Again, the court may order repayment of the whole holding deposit, or the outstanding amount of any holding deposit taken from the contract-holder.
104. The court may not require the repayment of an amount if that amount has been applied towards rent, or the security deposit under a standard occupation contract.
105. No claim for recovery of a prohibited payment may be made where criminal proceedings have been brought in respect of the disputed payment, unless the proceedings have been discontinued. This is because the court by whom a person is convicted of an offence under section 2 or 3 in respect of a prohibited payment may order payment of an amount equivalent to the prohibited payment (sections 2(6) and 3(6)).

PART 6: PUBLICISING LETTING AGENTS' FEES

Section 23 – Publicising letting agents' fees

106. This section provides that the Welsh Ministers may by regulations amend Chapter 3 of Part 3 of the Consumer Rights Act 2015 (“the 2015 Act”) to require a letting agent to ensure that any online advertiser (as defined) publicises certain fees charged by the agent, so far as they relate to dwelling-houses in Wales. The fees concerned are defined in section 85 of the 2015 Act and include fees payable by a landlord or tenant in respect of letting agency work and property management work. The regulations may also amend the 2015 Act to allow more than one penalty to be imposed on a letting agent in relation to the same breach of a duty in Chapter 3 of Part 3 of the 2015 Act so far as the breach relates to dwelling-houses in Wales.

PART 7: FINAL PROVISIONS

Section 24 – Requirement for local housing authority to promote awareness of effect of Act

107. This section provides that a local housing authority must make arrangements for information to be made publicly available in its area about the effect of the Act, including information about how a prohibited payment and holding deposit may be recovered.
108. It will be a matter for each local housing authority to determine how best to make information available, but in making arrangements for making information available, local housing authorities will have to have regard to any guidance issued by the Welsh Ministers.

Adran 25 - Pŵer i wneud darpariaeth drosiannol mewn cysylltiad â thenantiaethau sicr

109. Mae adran 25 yn darparu y caiff rheoliadau a wneir gan Weinidogion Cymru wneud darpariaeth i'r Ddeddf fod yn gymwys mewn perthynas â thenantiaeth sicr (gan gynnwys tenantiaeth fyrddaliadol sicr) o dan Ddeddf Tai 1988.
110. Mae adran 239 o Ddeddf 2016 yn darparu ar gyfer diddymu tenantiaethau sicr mewn perthynas ag unrhyw anheddau y mae'r Ddeddf yn gymwys iddynt (mae adran 246 o Ddeddf 2016 yn rhoi ystyr "annedd" yn y cyd-destun hwn). Nid oedd prif ddarpariaethau Ddeddf 2016 mewn grym pan gafodd y Ddeddf hon y Cydsyniad Brenhinol.
111. Byddai rheoliadau o dan yr adran hon yn caniatáu i ddarpariaeth gael ei gwneud i gymhwyso'r Ddeddf i denantiaethau byrddaliadol sicr o dan Ddeddf 1988, nes bod tenantiaethau sicr yn cael eu diddymu o dan Ddeddf 2016.

Adran 26 – Troseddau gan gyrff corfforaethol

112. Pan fo corff corfforaethol (cwmni cyfyngedig, er enghraifft) yn cyflawni trosedd o dan y Ddeddf, mae adran 26 yn darparu y caiff "uwch-swyddog" i'r cwmni, neu berson sy'n honni ei fod yn uwch swyddog i'r cwmni, hefyd fod yn agored i gael ei erlym am y drosedd, yn yr amgylchiadau a ddisgrifir yn is-adran (1).

Adrannau 27-30 – Rheoliadau, dehongli, cymhwyso i'r Goron a dod i rym

113. Mae adran 27 yn gwneud darpariaeth ynghylch materion gweithdrefnol sy'n berthnasol i wneud rheoliadau o dan y Ddeddf. Mae hefyd yn disgrifio'r ddarpariaeth ategol (darpariaeth atodol, gysylltiedig, ganlyniadol, drosiannol, ddarfodol neu arbed) y caniateir ei gwneud mewn rheoliadau o dan y Ddeddf.
114. Mae adran 28 yn nodi'r termau diffiniedig a ddefnyddir yn y Ddeddf.
115. Mae adran 29 yn darparu bod y Ddeddf yn gymwys i'r Goron, ond mae'n pennu na fydd y Goron yn atebol o dan gyfraith trosedd am unrhyw drosedd o dan y Ddeddf. Yn hytrach, mewn achos pan fo'r Goron yn torri darpariaeth a wneir gan neu o dan y Ddeddf, caiff yr Uchel Lys ddatgan bod y weithred neu'r anweithred yn anghyfreithlon.
116. Mae adran 30 yn nodi'r darpariaethau a ddaw i rym drannoeth y diwrnod y mae'r Ddeddf yn cael y Cydsyniad Brenhinol (yr adran hon a'r adran ganlynol sy'n ymdrin ag enw byr y Ddeddf) ac mae'n darparu y bydd gweddill darpariaethau'r Ddeddf yn dod i rym drwy orchymyn cychwyn a wneir gan Weinidogion Cymru.

Section 25 - Power to make transitional provision in respect of assured tenancies

109. Section 25 provides that regulations made by the Welsh Ministers may make provision for the Act to apply in relation to an assured tenancy (including an assured shorthold tenancy) under the Housing Act 1988.
110. The 2016 Act - in section 239 - provides for the abolition of assured tenancies in relation to any dwellings to which the Act applies (the meaning of "dwelling" in this context is provided by section 246 of the 2016 Act). The main provisions of the 2016 Act were not in force when this Act gained Royal Assent.
111. Regulations under this section would allow provision to be made to apply the Act to assured shorthold tenancies under the 1988 Act, until the abolition of assured tenancies under the 2016 Act.

Section 26 - Offences by bodies corporate

112. Section 26 provides that where a body corporate (for instance, a limited company) commits an offence under the Act, a "senior officer", or person purporting to be a senior officer, of the company may also be liable to be prosecuted for the offence, in the circumstances described by subsection (1).

Sections 27- 30 - Regulations, Interpretation, Crown application and Coming into force

113. Section 27 makes provision about procedural matters relevant to making regulations under the Act. It also describes the ancillary provision (supplemental, incidental, consequential, transitional, transitory or saving provision) that may be made in regulations under the Act.
114. Section 28 sets out the defined terms used in the Act.
115. Section 29 provides that the Act applies to the Crown, but specifies that the Crown will not be criminally liable for any offence under the Act. Instead, in the case of contravention by the Crown of a provision made by or under the Act, the High Court may declare the act or omission to be unlawful.
116. Section 30 sets out the provisions that will come into effect on the day after the day the Act receives Royal Assent (this section and the subsequent section dealing with the Act's short title) and provides for the remaining provisions of the Act to come into force by commencement order made by the Welsh Ministers.

COFNOD Y TRAFODION YNG NGHYNULLIAD CENEDLAETHOL CYMRU

117. Mae'r tabl a ganlyn yn nodi'r dyddiadau ar gyfer pob cam o hynt y Ddeddf drwy Gynulliad Cenedlaethol Cymru. Mae Cofnod y Trafodion a gwybodaeth bellach am hynt y Ddeddf i'w gweld ar wefan Cynulliad Cenedlaethol Cymru yn: <http://www.senedd.cynulliad.cymru/mgIssueHistoryHome.aspx?IId=22120>

Cyfnod	Dyddiad
Cyflwynwyd	11 Mehefin 2018
Cyfnod 1 - Dadl	6 Tachwedd 2018
Cyfnod 2 Pwyllgor Craffu - ystyried y gwelliannau	29 Tachwedd 2018
Cyfnod 3 Cyfarfod Llawn - ystyried y gwelliannau	19 Mawrth 2019
Cyfnod 4 Cymeradwywyd gan y Cynulliad	27 Mawrth 2019
Y Cydsyniad Brenhinol	15 Mai 2019

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*These notes refer to the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2)
which received Royal Assent on 15 May 2019*

RECORD OF PROCEEDINGS IN NATIONAL ASSEMBLY FOR WALES

117. 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://www.senedd.assembly.wales/mgIssueHistoryHome.aspx?IId=22120>

Stage	Date
Introduced	11 June 2018
Stage 1 - Debate	6 November 2018
Stage 2 Scrutiny Committee - consideration of amendments	29 November 2018
Stage 3 Plenary - consideration of amendments	19 March 2019
Stage 4 Approved by the Assembly	27 March 2019
Royal Assent	15 May 2019

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