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Aelodau'r Cynulliad
Cynulliad Cenedlaethol Cymru
Bae Caerdydd
Caerdydd
CF99 1NA

9 Gorffennaf 2015

Annwyl Gyfeillion,

Bil Rhentu Cartrefi (Cymru) – Gwelliannau'r Llywodraeth

Ysgrifennaf i'ch hysbysu am welliannau'r Llywodraeth sydd wedi'u cyflwyno heddiw ar gyfer Cyfnod 2 Bil Rhentu Cartrefi (Cymru). Amgaeir tabl o'r gwelliannau a gynigir, sy'n cynnwys esboniad o'u diben a'u heffaith.

Mae testun y gwelliannau'n adlewyrchu'r testun a gyflwynwyd, a rhifau dangosol sydd i'r gwelliannau am y tro. Byddaf yn rhoi gwybod i chi os bydd rhaid newid y testun neu'r rhifau ar ôl i'r Swyddfa Ddeddfwriaeth ystyried y gwelliannau.

Fel y gwelwch, yn ogystal â mân welliannau technegol ynghylch terminoleg y Bil, mae yma welliannau sy'n ymdrin â throsglwyddo rhwng gwahanol fathau o gontractau meddiannu ac â dyroddi datganiadau ysgrifenedig o gontractau. Hefyd, mae'r gwelliannau yn cynnwys darpariaeth i landlordiaid wneud penderfyniadau'n gyflymach pan fo'n ofynnol rhoi cydsyniad i ddeiliaid contractau gymryd camau gweithredu; i gyhoeddi canllawiau ar y defnydd o'r pŵer eithrio dros dro mewn perthynas â chontractau safonol a gefnogir; ac i sicrhau bod pŵer digon eang yn y ddeddf i wneud rheoliadau ar gyfer pennu a yw llety'n addas i bobl fyw ynddo, gan weithredu mewn modd cynhwysol a blaengar.

Hyderaf y cewch yr wybodaeth hon yn fuddiol. Rwy'n disgwyl gallu cyflwyno rhagor o welliannau maes o law.

Jane Hutt AC / AM
Y Gweinidog Cyllid a Busnes y Llywodraeth
Minister for Finance and Government Business

RENTING HOMES (WALES) BILL – STAGE 2 GOVERNMENT AMENDMENTS

This table provides information about the amendments tabled in the name of Lesley Griffiths AM on 8 July 2015; further amendments for consideration at Stage 2 will be tabled by the Minister for Communities and Tackling Poverty in due course.

No.	GOVERNMENT AMENDMENT	GWELLIANT Y LLYWODRAETH	PURPOSE AND EFFECT
1	<p>Section 12, page 6, line 27, leave out 'contract becomes a secure contract' and insert— 'existing contract—</p> <p>(a) ends when the community landlord becomes the landlord, and</p> <p>(b) is replaced with a secure contract that has an occupation date falling immediately after the existing contract ends.'</p>	<p>Adran 12, tudalen 6, llinell 28, hepgorer 'yn dod yn gontract diogel' a mewnosoder—</p> <p>'sydd eisoes yn bodoli—</p> <p>(a) yn dod i ben pan fydd y landlord cymunedol yn dod yn landlord, a</p> <p>(b) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r contract sydd eisoes yn bodoli ddod i ben'.</p>	<p>The purpose of this amendment is to provide that if a community landlord becomes the landlord under an existing standard contract, the contract which arises following adoption is a new secure contract.</p> <p>The effect of this amendment is to ensure clarity in relation to the nature of the contract arising following adoption and in relation to the time limits for the purpose of the community landlord meeting the requirements under section 31 to provide a written statement of that contract.</p>
2	<p>Section 16, page 8, leave out line 21 and insert—</p> <p>'(b) if it subsists immediately before the end of that period—</p> <p>(i) ends at the end of that period, and</p> <p>(ii) is replaced with a secure contract that has an occupation date falling immediately after that period ends immediately after that period ends.'</p>	<p>Adran 16, tudalen 8, hepgorer llinell 21 a mewnosoder—</p> <p>'(b) os yw'n bodoli yn union cyn diwedd y cyfnod hwnnw—</p> <p>(i) yn dod i ben ar ddiwedd y cyfnod hwnnw, a</p> <p>(ii) yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r cyfnod hwnnw ddod i ben.'</p>	<p>The purpose of this amendment is to provide that the secure contract which may arise following the ending of the introductory period of an introductory standard contract is a new contract.</p> <p>The effect of this amendment is to ensure clarity in relation to the nature of the secure contract arising following the introductory period of an introductory standard contract and in relation to the time limits for the purpose of the community landlord meeting the requirements under section 31 to</p>

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			provide a written statement of that contract.
3	Section 38, page 18, line 5, leave out 'to be treated as'.	Adran 38, tudalen 18, llinell 5, hepgorer 'i'w thrin fel pe bai'.	This is a technical amendment to provide clarity by reflecting the fact that a declaration by the court under section 38(4) will have effect to incorporate terms into the occupation contract.
4	Section 39, page 18, line 28, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.	Adran 39, tudalen 18, llinell 28, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.	<p>The purpose of this amendment is to make provision for circumstances in which there are joint landlords.</p> <p>The effect provides that where there are joint landlords, the requirement to issue information about the parties to the contract arises when any one of the joint landlords becomes aware of the changes.</p>
5	Section 61, page 25, line 30, leave out 'to be treated as'.	Adran 61, tudalen 25, llinell 31, hepgorer 'i'w drin fel pe na bai'.	This is a technical amendment to provide clarity by reflecting the fact that a sub-occupation contract arising under section 61 will have been made, notwithstanding it fails to comply with conditions under section 84.
6	Section 61, page 26, line 2, leave out 'made with the landlord'.	Adran 61, tudalen 26, llinell 2, hepgorer 'a wneir â'r landlord'.	This is technical amendment to simplify the drafting and reflect the fact that the reference should be to periodic standard contracts in general.
7	Section 61, page 26, line 9, leave out 'sub-occupation contract is to be treated as a periodic standard contract with the characteristics mentioned in that subsection in any question arising between the sub-holder and any person other than the	Adran 61, tudalen 26, llinell 8, hepgorer 'mae'r contract isfeddiannaeth i'w drin fel contract safonol cyfnodol sydd â'r nodweddion a grybwyllir yn yr is-adran honno o ran unrhyw gwestiwn sy'n codi rhwng yr isddeiliad ac unrhyw berson heblaw	Amendments 7 and 8, taken together, have the purpose of requiring the head landlord, where he or she elects to treat the sub-contract as a periodic standard contract in accordance with the provisions of section

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	contract-holder' and insert 'head landlord must notify the contract-holder and the sub-holder of that choice'.	deiliad y contract' a mewnosoder 'rhaid i'r prif landlord hysbysu deiliad y contract a'r isddeiliad am y dewis hwnnw'.	61, to give notice of the same to the contract holder and to impose a time limit for giving such notice at any time up to two months after the end of the head contract. The effect of these amendments is to ensure the sub-holder cannot be allowed to remain indefinitely in an uncertain position regarding the nature of the occupation contract, under which he or she is occupying the dwelling, following the expiry of the head contract.
8	Section 61, page 26, after line 11, insert— '(5) The head landlord may only give notice under subsection (4) after the sub-occupation contract is made and before the end of the period of two months starting with the day on which the head contract ends. (6) If the head landlord gives notice in accordance with subsections (4) and [first subsection inserted by this amendment], the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (3) in any question arising between the sub-holder and any person other than the contract-holder.'	Adran 61, tudalen 26, ar ôl llinell 10, mewnosoder— '(5) Dim ond ar ôl i'r contract isfeddiannaeth gael ei wneud a chyn diwedd y cyfnod o ddau fis sy'n dechrau â'r diwrnod y mae'r prif gontract yn dod i ben y caiff y prif landlord roi hysbysiad o dan is-adran (4). (6) Os yw'r prif landlord yn rhoi hysbysiad yn unol ag is-adrannau (4) a [yr is-adran gyntaf a fewnosodir gan y gwelliant hwn], mae'r contract i'w drin fel contract safonol cyfnodol sydd â'r nodweddion a grybwyllir yn is-adran (3) o ran unrhyw gwestiwn sy'n codi rhwng yr isddeiliad ac unrhyw berson heblaw deiliad y contract.'	See amendment 7.
9	Section 62, page 26, line 23, after '31(3)', insert '(and subsection [second subsection inserted by	Adran 62, tudalen 26, llinell 23, ar ôl '31(3)', mewnosoder '(ac nad yw is-adran [yr ail is-adran	Amendments 9 and 10, taken together, address when the head landlord must issue

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	amendment 4] of this section does not apply)'. 	a fewnosodir gan welliant 4] o'r adran hon yn gymwys),'. 	a written statement under section 31 after becoming the landlord of a contract that was a sub-contract (i.e. when the terms of the contract change because the head landlord has decided under section 61 that the contract should become a periodic standard contract). The effect of these amendments is to ensure there is clarity on the date from which the 14 day period within which to provide a written statement of the contract runs.
10	Section 62, page 26, after line 25, insert— '(4) Subsection [second subsection inserted by this amendment] applies where— (a) a head landlord has given notice in accordance with section 61(4) and [first subsection inserted by amendment 2] in relation to a contract, and (b) the contract continues because of subsection (2)(a) of this section. (5) Where this subsection applies, for the purposes of sections 31(1) and 35(6)(a) (written statement of contract) the occupation date of the contract is to be treated— (a) if the notice mentioned in section 61(4) is	Adran 62, tudalen 26, ar ôl llinell 25, mewnosoder— '(4) Mae is-adran [yr ail is-adran a fewnosodir gan welliant 6] yn gymwys pan fo— (a) prif landlord wedi rhoi hysbysiad yn unol ag adran 61(4) a [yr is-adran gyntaf a fewnosodir gan welliant 2], mewn perthynas â chontract, a (b) y contract yn parhau oherwydd is-adran (2)(a) o'r adran hon. (5) Pan fo'r is-adran hon yn gymwys, at ddibenion adrannau 31(1) a 35(6)(a) (datganiad ysgrifenedig o'r contract) mae dyddiad meddiannu'r contract i'w drin— (a) os rhoddir yr hysbysiad a grybwyllir yn adran 61(4) i'r isddeiliad cyn diwedd y	See amendment 9.

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	<p>given to the sub-holder before the end of the head contract, as the day on which the head contract ends;</p> <p>(b) if the notice is given to the sub-holder on or after the</p>	<p>prif gontract, fel y diwrnod y mae'r prif gontract yn dod i ben;</p> <p>(b)os rhoddir yr hysbysiad i'r issdeiliad ar y diwrnod y mae'r prif gontract yn dod i ben neu ar ôl hynny, fel y diwrnod y rhoddir yr hysbysiad.'</p>	
11	Section 66, page 28, line 21, leave out 'that'.	Adran 66, tudalen 28, llinell 22, hepgorer 'bod'.	This amendment is consequential to amendment 14.
12	Section 66, page 28, line 22, leave out 'the head contract is to be treated as having ended' and insert 'ending the head contract'.	Adran 66, tudalen 28, llinell 23, hepgorer 'y prif gontract i'w drin fel pe bai wedi dod' a mewnosoder 'sy'n dod â'r prif gontract'.	This amendment is consequential to amendment 14
13	Section 66, page 28, at the beginning of line 23, insert 'that'.	Adran 66, tudalen 28, ar ddechrau llinell 24, mewnosoder 'bod'.	This amendment in consequential to amendment 14.
14	Section 66, page 28, line 32, leave out 'from which the head contract is to be treated as having ended' and insert 'on which the head contract ends'.	Adran 66, tudalen 28, llinell 32, hepgorer 'mae'r prif gontract i'w drin fel pe bai wedi dod' a mewnosoder 'daw'r prif gontract'.	This is a technical amendment to provide clarity by reflecting the fact that a court order under section 66(9) will have effect to end a head contract, which has been abandoned.
15	Section 71, page 30, line 32, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.	Adran 71, tudalen 30, llinell 35, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.	Provides that in the case of joint landlords, where, in the event of an unauthorised transfer of contract by the contract-holder to another person, any one of joint landlords accepts payment from the person (in the

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			circumstances set out in section 71), the transfer will become binding on the joint landlords.
16	Section 77, page 33, line 29, leave out 'is not to be treated as providing' and insert 'does not provide'.	Adran 77, tudalen 33, llinell 28, hepgorer 'i'w drin fel pe bai'n' a mewnosoder 'yn'.	This is a technical amendment to provide clarity by reflecting the fact that a person does not provide care for the purposes of being a reserve successor in circumstances set out in section 77(5).
17	Section 77, page 33, line 30, leave out 'provided with' and insert 'given'.	Adran 77, tudalen 33, llinell 29, hepgorer 'darparu' a mewnosoder 'rhoi'.	This amendment is technical, to adjust the drafting in the light of amendment 36.
18	Section 82, page 36, line 28, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.	Adran 82, tudalen 36, llinell 28, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, i unrhyw un ohonynt)'.	Provides that in the case of early termination by a successor, where there are joint landlords, if any one of the joint landlords is aware of any potential successor, the requirement under section 82 to notify that person will arise.
19	Section 84, page 38, line 10, leave out 'two months' and insert 'one month'.	Adran 84, tudalen 38, llinell 11, hepgorer 'ddau'.	The purpose of this amendment is to reduce from two months to one month the time period for a landlord to respond to a request from the contract-holder for consent to an action, as required under the contract. The effect of this amendment is to provide for a swifter resolution of a consent request.
20	Section 84, page 38, line 20, leave out 'two months' and insert 'one month'.	Adran 84, tudalen 38, llinell 23, hepgorer 'ddau'	The purpose of this amendment is to reduce from two months to one month the period for a landlord to provide a written statement of

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			<p>the reasons for refusing consent or consenting subject to conditions.</p> <p>The effect of this amendment is to ensure the contract-holder is provided with the landlord's reasons more swiftly. In turn, this will enable the contract-holder, where applicable, to make an application to the court (under section 85), for a declaration as to the reasonableness of the landlord's refusal or conditional consent, to be submitted and therefore resolved more quickly.</p>
21	<p>Section 94, page 42, after line 22, insert—</p> <p>‘(b) which may arise because of a failure to comply with an obligation under section 92.</p> <p>(3) The Welsh Ministers may by regulations—</p> <p>(a) impose requirements on landlords for the purpose of preventing any matters or circumstances which may cause a dwelling to be unfit for human habitation from arising;</p> <p>(b) prescribe that if requirements imposed under paragraph (a) are not complied with in respect of a dwelling, the dwelling is to be treated as if it were unfit for human habitation.’.</p>	<p>Adran 94, tudalen 42, ar ôl llinell 21, mewnosoder—</p> <p>‘(b) a allai godi oherwydd methiant i gydymffurfio â rhwymedigaeth o dan adran 92.</p> <p>(3) Caiff Gweinidogion Cymru wneud y canlynol drwy reoliadau—</p> <p>(a) gosod gofynion ar landlordiaid at ddiben atal unrhyw faterion neu amgylchiadau rhag codi a allai olygu nad yw annedd yn ffit i bobl fyw ynddi;</p> <p>(b) rhagnodi, os na chydymffurfir â gofynion a osodir o dan baragraff (a) mewn cysylltiad ag annedd, bod yr annedd i'w thrin fel pe na bai'n ffit i bobl fyw ynddi.</p>	<p>Providing the Welsh Ministers with broader regulation-making powers in relation to the determination of fitness for human habitation.</p> <p>The effect of these amendments is to ensure the Welsh Ministers will have the power to prescribe requirements on landlords which must be complied with in order to prevent a dwelling from being unfit for human habitation, for example the installation of smoke detectors and carbon monoxide detectors and the carrying out of five-year electrical safety checks.</p>

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22	Section 97, page 43, line 24, after 'landlord', insert '(or in the case of joint landlords, any one of them)'.	Adran 97, tudalen 43, llinell 24, ar ôl 'landlord', mewnosoder '(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)'.	Provision applying to situations where there is a joint landlord, 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) and 92(2) will arise in respect of the joint landlords
23	Section 97, page 43, line 31, after 'landlord', insert '(or where two or more persons jointly constitute the old landlord, any one of them)'.	Adran 97, tudalen 43, llinell 31, ar ôl 'landlord', mewnosoder '(neu os dau neu ragor o bersonau ar y cyd yw'r hen landlord, unrhyw un ohonynt)'.	See amendment 22.
24	Section 99, page 44, line 22, after 'right', insert 'by bringing proceedings in respect of the injury, loss or damage'.	Adran 99, tudalen 44, llinell 23, ar ôl 'hun', mewnosoder 'drwy ddod ag achos mewn cysylltiad â'r anaf, y golled neu'r difrod'.	This amendment clarifies how a permitted occupier may enforce rights, under section 99, by bringing proceedings in his or her own right against the landlord in respect of injury, loss or damage suffered as a consequence of the landlord not complying with the fitness for human habitation or repairing obligations under section 91 and 92 respectively.
25	Section 117, page 51, line 31, leave out— — (a) is a periodic standard contract because of an order under section 116, and (b) subsists at the end of the probation period, becomes a secure contract immediately after the end of that period' and insert—	Adran 117, tudalen 51, llinell 31, hepgorer 'sydd yn— (a) contract safonol cyfnodol oherwydd gorchymyn o dan adran 116, a (b) bodoli ar ddiwedd y cyfnod prawf, yn dod yn gontract diogel yn union ar ôl diwedd y cyfnod hwnnw' a mewnosoder 'a ddaeth i fodolaeth yn sgil	The purpose of this amendment is to provide that the secure contract which may arise following the ending of the probationary period of a prohibited conduct standard contract is a new contract. The effect of this amendment is to ensure clarity in relation to the characteristics of a secure contract arising following a prohibited conduct standard contract and in relation to the time limits for the purpose of

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	<p>'arose because of an order under section 116 and which subsists at the end of the probation period—</p> <p>() ends at the end of the probation period, and () is replaced with a secure contract that has an occupation date falling immediately after that period ends'.an occupation date falling immediately after that period ends.'.</p>	<p>gorchymyn o dan adran 116 ac sy'n bodoli ar diwedd y cyfnod prawf—</p> <p>() yn dod i ben ar ddiwedd y cyfnod prawf, a () yn cael ei ddisodli gan gontract diogel sydd â dyddiad meddiannu sy'n dod yn union ar ôl i'r cyfnod hwnnw ddod i ben'.</p>	<p>the landlord meeting the requirements under section 31 to provide a written statement of that contract.</p>
26	<p>Section 126, page 54, after line 28, insert—</p> <p>'(2) But the landlord may not give notice under subsection (1) at any time when the landlord is prevented from giving the contract-holder notice under section 172 (landlord's notice to end contract) by section 174 (breach of information requirements) or section 175 (breach of security or deposit requirements).'</p>	<p>Adran 126, tudalen 54, ar ôl llinell 29, mewnosoder—</p> <p>'(2) Ond ni chaiff y landlord roi hysbysiad o dan is-adran (1) ar unrhyw adeg pan fydd y landlord yn cael ei rwystro rhag rhoi hysbysiad i ddeiliad y contract o dan adran 172 (hysbysiad y landlord i derfynu'r contract) gan adran 174 (torri'r gofynion rhoi gwybodaeth) neu adran 175 (torri gofynion sicrwydd neu flaendal).'</p>	<p>Amendments 26 and 27, taken together, address the interaction between sections 126 and 172, and provide that a notice issued under section 126 cannot be treated as a notice under section 172 if the restrictions applying to issuing a notice under section 172 (as set out in sections 174 and 175) apply.</p> <p>The effect of these amendments is to ensure that a landlord cannot use a notice of variation as a means of ending the contract, when already prevented from issuing a notice under section 172 as a result of sections 174 or 175 applying.</p>
27	<p>Section 126, page 54, line 29, leave out 'The notice' and insert 'A notice under subsection (1)'.</p>	<p>Adran 126, tudalen 54, llinell 30, hepgorer 'i'r hysbysiad' a mewnosoder 'i hysbysiad o dan is-adran (1)'.</p>	<p>This is consequential to amendment 26.</p>
28	<p>Section 144, page 62, line 27, leave out 'treated' and insert 'read'.</p>	<p>Adran 144, tudalen 62, llinell 27, hepgorer 'trin' a mewnosoder 'darllen'.</p>	<p>This amendment is technical, to better reflect the actual effect of this provision.</p>

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29	<p>Page 63, after line 19, insert a new section—</p> <p>[] Temporary exclusion: guidance</p> <p>In the exercise of its functions under section 145, a landlord must have regard to any guidance issued by the Welsh Ministers.’.</p>	<p>Tudalen 63, ar ôl llinell 19, mewnosoder adran newydd—</p> <p>[] Gwahardd dros dro: canllawiau</p> <p>Wrth arfer ei swyddogaethau o dan adran 145, rhaid i landlord roi sylw i unrhyw ganllawiau a ddyroddir gan Weinidogion Cymru.’.</p>	<p>The purpose of this amendment is to make provision for the Welsh Ministers to issue guidance to landlords on the exercise of the power to temporarily exclude contract-holders from a dwelling occupied under a supported standard contract.</p> <p>The effect of this amendment is to ensure guidance is provided to which landlords must have regard when exercising this power. It is envisaged the guidance will cover matters such as: the seniority of the staff member taking the decision to temporarily exclude; a referral being made to the relevant Local Authority’s homelessness services for support; and the manner in which decisions and reasons for taken them are recorded and reported.</p>
30	<p>Section 160, page 70, line 33, after ‘landlord’, insert ‘(or in the case of joint landlords, any one of them)’.</p>	<p>Adran 160, tudalen 70, llinell 30, ar ôl ‘landlord’, mewnosoder ‘(neu yn achos cyd-landlordiaid, unrhyw un ohonynt)’.</p>	<p>Provides that where there are joint landlords, the restrictions on making a possession claim on estate management ground G, will run from the date any of one joint landlords becomes aware of the contract-holder’s death.</p>
31	<p>Section 182, page 77, line 28, leave out ‘made with the landlord’.</p>	<p>Adran 182, tudalen 77, llinell 29, hepgorer ‘a wneir â’r landlord’.</p>	<p>This is technical amendment to simplify the drafting and reflect the fact that the reference should be to periodic standard contracts in general.</p>

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32	<p>Page 78, after line 6, insert a new section—</p> <p>‘[] Written statement may address periodic standard contract arising under section 182(2)</p> <p>(1) A written statement of a fixed term standard contract may, as regards the periodic standard contract which may arise under section 182(2) (“the potential contract”), set out what the terms of that contract would be under section 182(3) to (5) by—</p> <p>(a) identifying the terms of the fixed term standard contract that will not be terms of the potential contract, and setting out the terms that will apply only to the potential contract, or</p> <p>(b) separately setting out all of the terms of the potential contract.</p> <p>(2) Where a written statement of a fixed term standard contract addresses the potential contract in accordance with subsection (1)—</p> <p>(a) the written statement is not incorrect (see section 37) merely because it addresses the potential contract;</p> <p>(b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the potential contract, and</p> <p>(c) the terms of the potential contract may not be enforced against the contract-holder before the occupation date of that contract (and</p>	<p>Tudalen 78, ar ôl llinell 6, mewnosoder adran newydd—</p> <p>‘[] Caniatáu i ddatganiad ysgrifenedig ymdrin â chontract safonol cyfnodol sy’n codi o dan adran 182(2)</p> <p>(1) Caiff datganiad ysgrifenedig o gontract safonol cyfnod penodol, o ran y contract safonol cyfnodol a allai godi o dan adran 182(2) (“y contract posibl”), nodi beth fyddai telerau’r contract hwnnw o dan adran 182(3) i (5) drwy—</p> <p>(a) pennu telerau’r contract safonol cyfnod penodol na fyddant yn delerau’r contract posibl, a nodi’r telerau a fydd yn gymwys i’r contract posibl yn unig, neu</p> <p>(b) nodi holl delerau’r contract posibl ar wahân.</p> <p>(2) Pan fo datganiad ysgrifenedig o gontract safonol cyfnod penodol yn ymdrin â’r contract posibl yn unol ag is-adran (1)—</p> <p>(a) nid yw’r datganiad ysgrifenedig yn anghywir (gweler adran 37) ond am ei fod yn ymdrin â’r contract posibl;</p> <p>(b) mae’r landlord i’w drin fel pe bai wedi cydymffurfio â’r gofyniad yn adran 31(1) (darparu datganiad ysgrifenedig) mewn perthynas â’r contract posibl, ac</p> <p>(c) ni chaniateir gorfodi telerau’r contract posibl yn erbyn deiliad y contract cyn</p>	<p>The purpose of this amendment is to insert an additional section to enable 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, in accordance with section 182(2).</p> <p>The effect of this amendment is to enable the landlords of a fixed term standard contracts to issue a written statement setting out the terms of any periodic standard contract which will arise under section 182 (if the contract-holder remains in occupation of the dwelling after the end of the fixed term contract). In the event of issuing a written statement under section 182, the landlord is to be treated as having complied with the requirement to issue a written statement in respect of any subsequent periodic standard contract which may arise in accordance with the requirements of section 31(1).</p>

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	accordingly, section 42 does not apply).’.	dyddiad meddiannu’r contract hwnnw (ac, o ganlyniad, nid yw adran 42 yn gymwys).’.	
33	Section 200, page 84, line 7, leave out ‘comply with the requirements in’ and insert ‘act in accordance with’.	Adran 200, tudalen 84, llinell 7, hepgorer ‘chydymffurfio â’r gofynion ym mha’ a mewnosoder ‘gweithredu yn unol â pha’.	This is a technical amendment which reflects the fact that the sections listed in section 200(1)(a) not only impose requirements, but also set restrictions. It therefore clarifies the drafting of the Bill.
34	Section 200, page 84, after line 8, insert— ‘(i) section 126 (variation of periodic standard contract by landlord’s notice);’.	Adran 200, tudalen 84, ar ôl llinell 8, mewnosoder— ‘(i) adran 126 (amrywio contract safonol cyfnodol drwy hysbysiad y landlord);’.	This amendment is consequential to amendments 26 and 27.
35	Section 229, page 98, after line 6, insert— ‘(3) If the tenancy or licence is an occupation contract, the occupation date of the contract is the day on which the relevant person reaches the age of 16.’.	Adran 229, tudalen 98, ar ôl llinell 6, mewnosoder— ‘(3) Os yw’r denantiaeth neu’r drwydded yn gontract meddiannaeth, dyddiad meddiannu’r contract yw’r diwrnod y mae’r person perthnasol yn cyrraedd 16 oed.’.	The purpose of this amendment is to provide that where the sole tenant or licensee (or all of the tenants or licensees if there is more than one) is (or are) under 16, and the sole tenant/licensee (or if there is more than one, the eldest tenant/licensee) subsequently turns 16, the occupation date of the occupation contract that arises is the date that tenant/licensee turned 16. The effect of this amendment is to ensure clarity of the date, 14 days after which, the written statement of the contract should be provided by the landlord.
36	Section 235, page 101, line 21, after ‘entitled’, insert	Adran 235, tudalen 101, llinell 23, ar ôl ‘hawl’,	Provides that in the case of joint landlords,

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	'(whether alone or jointly)'.	mewnosoder '(boed ar ei ben ei hun neu ar y cyd)'.	where any one of the joint landlords accepts payment from a person who is a trespasser in the circumstances set out in section 235, that will give rise to an implied periodic contract..
37	Section 235, page 101, line 34, leave out 'is to be treated as entitling' and insert 'entitles'.	Adran 235, tudalen 101, llinell 37, hepgorer 'i'w thrin fel pe bai'n' a mewnosoder 'yn'.	This is a technical amendment to provide clarity by reflecting the fact that an implied periodic contract arising under section 235 will give rise to rights in favour of a person to occupy the dwelling in question.
38	Schedule 4, page 138, line 35, leave out 'becomes' and insert 'ends and is replaced with'.	Atodlen 4, tudalen 138, llinell 35, hepgorer 'yn' yn y trydydd lle y mae'n ymddangos a mewnosoder 'i ben ac yn cael ei ddisodli gan'.	This amendment is consequential to amendment 2.
39	Schedule 4, page 139, after line 9, insert— '(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.'	Atodlen 4, tudalen 139, ar ôl llinell 8, mewnosoder— '(5) Nid yw'r gofyniad yn adran 39(1) (rhaid i'r landlord roi cyfeiriad cyswllt i ddeiliad y contract ar ddechrau'r contract) yn gymwys.'	The purpose of this amendment is, where a secure contract arises following an introductory standard contract, to remove the requirement for the landlord to provide the contract-holder with an address to which documents can be sent. The effect of this amendment is to recognise the address of the landlord will not have altered as a consequence of the change from an introductory standard contract to a secure contract.
40	Schedule 5, page 142, line 32, after 'ends,', insert— '(b) an occupation contract is replaced with	Atodlen 5, tudalen 142, ar ôl llinell 33, mewnosoder— '(b) os disodlir contract meddiannaeth gan	The purpose of this amendment is to treat new contracts arising by virtue of those amendments as substitute contracts.

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	<p>another occupation contract under—</p> <p>(i) section 12(3) (standard contract is replaced with secure contract on adoption by community landlord),</p> <p>(ii) section 16(1) (end of introductory standard contract),</p> <p>(iii) an order under section 116 (court order imposing prohibited conduct standard contract), or</p> <p>(iv) section 117(1) (end of prohibited conduct standard contract), ’.</p>	<p>gontract meddiannaeth arall o dan—</p> <p>(i)adran 12(3) (contract safonol yn cael ei ddisodli gan gontract diogel pan fo landlord cymunedol yn ei fabwysiadu),</p> <p>(ii)adran 16(1) (diwedd contract safonol rhagarweiniol),</p> <p>(iii)gorchymyn o dan adran 116 (gorchymyn llys sy'n arddodi contract safonol ymddygiad gwaharddedig), neu</p> <p>(iv)adran 117(1) (diwedd contract safonol ymddygiad gwaharddedig), ’.</p>	<p>The effect of this amendment is to ensure that where the landlord has complied with the tenancy deposit requirements in relation to the original occupation contract, he or she will be treated as having complied with the requirement to protect a deposit, as set out in section 45, in relation to the new, substitute contract.</p>
41	<p>Schedule 7, page 148, line 28, leave out ‘made with the landlord’.</p>	<p>Atodlen 7, tudalen 148, llinell 28, hepgorer ‘a wneir â’r landlord’.</p>	<p>This is a technical amendment to simplify the drafting and reflect the fact that the reference should be to periodic standard contracts in general.</p>
42	<p>Schedule 7, page 152, line 26, leave out ‘becomes’ and insert ‘ends and is replaced with’.</p>	<p>Atodlen 7, tudalen 152, llinell 27, hepgorer ‘yn’ a mewnosoder ‘i ben ac yn cael ei ddisodli gan’.</p>	<p>This is consequential to amendment 25.</p>
43	<p>Schedule 7, page 153, after line 2, insert—</p> <p>‘(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.’.</p>	<p>Atodlen 7, tudalen 153, ar ôl llinell 2, mewnosoder—</p> <p>‘(5) Nid yw’r gofyniad yn adran 39(1) (rhaid i’r landlord roi cyfeiriad cyswllt i ddeiliad y contract ar ddechrau’r contract) yn gymwys.’.</p>	<p>The purpose of this amendment is, where a secure contract arises following a prohibited conduct standard contract, to remove the requirement for the landlord to provide the contract-holder with an address to which documents can be sent.</p> <p>The effect of this amendment is to recognise</p>

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			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.