

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019

## Immanuel Gardens, Buderim



### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at [www.lutheranservices.org.au](http://www.lutheranservices.org.au)
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

### Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

**The information in this Village Comparison Document is correct as at 31 December 2019 and applies to prospective residents.**

**Some of the information in this document may not apply to existing residence contracts.**

### Part 1 – Operator and management details

#### 1.1 Retirement village location

Retirement Village Name: Immanuel Gardens Retirement Village  
Street Address: 10 Magnetic Drive  
Suburb: Buderim State: QLD Post Code: 4556

#### 1.2 Owner of the land on which the retirement village scheme is located

Name of land owner: Immanuel Lutheran Church Maroochydore  
Australian Business Number (ABN): 40 733 023 377  
Address: Forest Drive  
Suburb: Buderim State: QLD Post Code: 4556

#### 1.3 Village operator

Name of entity that operates the retirement village (scheme operator):  
Lutheran Church of Australia Queensland District trading as Lutheran Services ABN 47 291 464 804  
Australian Registered Body Number (ARBN): 051 602 996  
Address: Level 1, 24 McDougall Street  
Suburb: Milton State: QLD Post Code: 4064  
Date entity became operator: 13 December 2005  
Is there an approved transition plan for the village?  
 Yes  No  
*A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.*  
Is there an approved closure plan for the village?  
 Yes  No  
*A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.*

<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details:  <u>Lutheran Church of Australia Queensland District trading as Lutheran Services ABN 47 291 464 804</u>          Australian Registered Body Number (ARBN): <u>051 602 996</u>          Phone: <u>(07) 5456 7600</u>          Email: <u>ImmanuelGardens@lutheranservices.org.au</u>          An onsite manager (or representative) is available to residents:  <input checked="" type="checkbox"/> Full time          Onsite availability includes:          Weekdays: <u>8:00am – 4:00pm Monday to Friday.</u>          Weekends: <u>Not available</u></p>
<p><b>1.5 Approve closure plans and transition plans for the retirement village</b></p>	<p>Is there an approved transition plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i>          Is there an approved closure plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p><b>1.6 Statutory Charge over retirement village land.</b></p>	<p><i>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</i>  <i>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i>          Is a statutory charge registered on the certificate of title for the retirement village land?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          If yes, provide details of the registered statutory charge  <u>Not applicable.</u></p>
<p><b>Part 2 – Age limits</b></p>	
<p><b>2.1 What age limits apply to residents in this village?</b></p>	<p><u>Applicants for residence at the village must be 70 years of age or over. In the case of joint applicants, at least one applicant must be 70 years of age or over.</u></p>

## ACCOMMODATION, FACILITIES AND SERVICES

### Part 3 – Accommodation units: Nature of ownership or tenure

**3.1 Resident ownership or tenure of the units in the village is:**

- Freehold (owner resident)  
 Lease (non-owner resident)  
 Licence (non-owner resident)  
 Share in company title entity (non-owner resident)  
 Unit in unit trust (non-owner resident)  
 Rental (non-owner resident)  
 Other: .....

### Accommodation types

**3.2 Number of units by accommodation type and tenure**

There are 93 units in the village, comprising 85 single story units; 8 units in multi-story building with 2 levels

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units			<u>93</u>	
Studio				
- One bedroom			<u>7</u>	
- Two bedrooms			<u>79</u>	
- Three bedrooms			<u>7</u>	
Other				
Total number of units			<u>93</u>	

### Access and design

**3.3 What disability access and design features do the units and the village contain?**

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in some units  
 Alternatively, a ramp, elevator or lift allows entry into  all  some units  
 Step-free (hobless) shower in some units  
 Width of doorways allow for wheelchair access in all units  
 Toilet is accessible in a wheelchair in some units  
 Other key features in the units or village that cater for people with disability or assist residents to age in place: .....  
 None

**Part 4 – Parking for residents and visitors**

**4.1 What car parking in the village is available for residents?**

- Some** units with own garage or carport attached or adjacent to the unit
  - Some** units with own garage or carport separate from the unit
  - Some** units with own car park space adjacent to the unit
  - Some** units with own car park space separate from the unit
  - General car parking for residents in the village
  - Other parking e.g. caravan or boat: .....
  - Specify number / unit type* units with no car parking for residents
  - No car parking for residents in the village
- Restrictions on resident’s car parking include: N/A

**4.2 Is parking in the village available for visitors**

- Yes    No

**Part 5 – Planning and development**

**5.1 Is construction or development of the village complete?**

- Year village construction started: 1989
- Fully developed / completed
  - Partially developed / completed
  - Construction yet to commence
- Any further development or redevelopment of the village will depend on the demand for retirement village units and the structural condition of the existing units. If the operator intends to undertake any further development or redevelopment it will comply with the requirements of the Retirement Villages Act 1999.

**5.2 Construction, development applications and development approvals**

Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.

Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the *Planning Act 2016*

Not applicable

<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p><i>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</i></p> <p><b>Note:</b> see notice at end of document regarding inspection of the development approval documents.</p>
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**Part 6 – Facilities onsite at the village**

<p><b>6.1 The following facilities are currently available to residents:</b></p>	<p><input checked="" type="checkbox"/> Activities or games room</p> <p><input type="checkbox"/> Arts and crafts room</p> <p><input checked="" type="checkbox"/> Auditorium</p> <p><input checked="" type="checkbox"/> BBQ area outdoors</p> <p><input checked="" type="checkbox"/> Billiards room</p> <p><input type="checkbox"/> Bowling green [indoor/outdoor]</p> <p><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)</p> <p><input type="checkbox"/> Chapel / prayer room</p> <p><input type="checkbox"/> Communal laundries</p> <p><input checked="" type="checkbox"/> Community room or centre</p> <p><input type="checkbox"/> Dining room</p> <p><input checked="" type="checkbox"/> Gardens</p> <p><input type="checkbox"/> Gym</p> <p><input type="checkbox"/> Hairdressing or beauty room</p> <p><input checked="" type="checkbox"/> Library</p>	<p><input type="checkbox"/> Medical consultation room</p> <p><input type="checkbox"/> Restaurant</p> <p><input type="checkbox"/> Shop</p> <p><input checked="" type="checkbox"/> Swimming pool [outdoor, heated]</p> <p><input type="checkbox"/> Separate lounge in community centre</p> <p><input checked="" type="checkbox"/> Spa</p> <p><input type="checkbox"/> Storage area for boats / caravans</p> <p><input type="checkbox"/> Tennis court [full/half]</p> <p><input checked="" type="checkbox"/> Village bus or transport</p> <p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Other:</p> <ul style="list-style-type: none"> <li>- Emergency call access facilities</li> <li>- Recreational/social facilities</li> <li>- Access roadways</li> </ul>
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility). N/A

<p><b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Name of residential aged care facility and name of the approved provider:</p> <p><u>Immanuel Gardens Residential Aged Care Service; Lutheran Church of Australia Queensland District</u></p>
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**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*.

Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

**Part 7 – Services**

<p><b>7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?</b></p>	<p>Services funded from the General Services Charge include:</p> <ul style="list-style-type: none"> <li>• management and administration</li> <li>• gardening and minor maintenance</li> <li>• recreation or entertainment facilities</li> <li>• other services – specify</li> </ul> <p>(a) All rates and taxes (where not prohibited at law to be recovered from the residents), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi-governmental agency in respect of the village.</p> <p>(b) All charges for water, gas, oil, electricity, telecommunications, sewerage, waste disposal and other services supplied to the village and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the village.</p> <p>(c) All insurance premiums payable by the scheme operator in respect of the village and the Scheme against risks as the scheme operator deems necessary or desirable from time to time, including public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion and insurance excesses.</p> <p>(d) The costs of all services provided to residents of the village by the scheme operator or any manager, caretaker, employee or independent contractor employed or engaged by the scheme operator.</p> <p>(e) The costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the village, including the interior and exterior of the accommodation units and the interior and exterior of all buildings and other improvements in common use by residents of the village, in good order and condition.</p> <p>(f) All costs of the day to day maintenance and caretaking of the gardens, landscaped areas, lawns, pathways, roads and other parts of the Common Property.</p>
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- (g) All costs of the control and eradication of pests in the Common Property.
- (h) All of the day to day maintenance, testing and monitoring of fire fighting and protection equipment installed in the village, including sprinkler systems, hydrants, fire extinguishers and smoke detectors.
- (i) The costs of day to day maintenance, monitoring and responding to the emergency alarm system and the other security services (including but not limited to exterior security lighting), emergency call access facilities and emergency care services provided to residents of the village.
- (j) All payments made to or in respect of any manager, caretaker, employee or independent contractor employed or engaged by the scheme operator in connection with the village or the or the Scheme including wages and salaries, superannuation contribution, sick leave, holiday leave, long service leave, payroll tax, worker's compensation insurance premiums and other statutory taxes and charges.
- (k) All costs for the provision of accommodation to any manager, caretaker, employee or independent contractor employed or engaged by the scheme operator in connection with the village or the scheme.
- (l) The costs of management, secretarial, legal, audit, and bookkeeping, accounting and banking services provided in connection with the village and the scheme.
- (m) All costs of complying with the requirements of any Government or statutory authority in connection with the operation, management and administration of the village and the scheme.
- (n) The fees of any auditor engaged to resolve any dispute between the scheme operator and the resident in respect of the reasonableness or fairness of the calculation of the general services charge.
- (o) Any deficit carried forward from any accounting period.
- (p) Any costs associated with refuse collection and disposal, including refuse collection from village bin enclosures and disposal off site.
- (q) Any other expenditure properly incurred in respect of the operation, management or administration of the village or the scheme.
- (r) Any costs of maintenance of cables and conduits for village telephone and communication systems.
- (s) All costs (other than legal costs) of or incidental to the scheme operator having to resolve disputes.
- (t) The outgoings, costs and expenses in respect to the operation and day to day maintenance of the bus (if any) used to provide transport services to residents of the village, including insurance, registration, servicing, oil, petrol and the salaries and wages paid to the driver, if any.
- (u) Any costs associated with the maintenance of the swimming pool (if any), including all chemicals, materials, gas and electricity.
- (v) Such other costs and charges as are permitted by the Act.



	<p>Some of these costs are common to the aged care facility and the Retirement Village. The common costs are apportioned between the aged care facility and the retirement village in proportion to the number of available places in the aged care facility and the number of accommodation units in the retirement village.</p>
<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><u>Personal Services are available to support the independence of residents such as:</u></p> <ul style="list-style-type: none"> <li>- <u>Housekeeping</u></li> <li>- <u>Gardening</u></li> <li>- <u>Laundry services</u></li> <li>- <u>Transport</u></li> <li>- <u>Meal delivery</u></li> <li>- <u>Support of daily tasks</u></li> <li>- <u>Allied health and nursing support</u></li> </ul> <p><u>Additional services are available depending on the resident's needs and requirements. Further details can be obtained from the onsite manager.</u></p>
<p><b>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</b></p>	<p><input checked="" type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID Number: 18220)</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider: .....</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>

**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.

**Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.**

### Part 8 – Security and emergency systems

<p><b>8.1 Does the village have a security system?</b></p> <p>If yes:</p> <ul style="list-style-type: none"> <li>• the security system details are:</li> <li>• the security system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><u>An external security provider patrols the village each night at random times.</u></p>
<p><b>8.2 Does the village have an emergency help system?</b></p>	<p><input type="checkbox"/> Yes - all residents      <input checked="" type="checkbox"/> Optional      <input type="checkbox"/> No</p>

<p>If yes or optional:</p> <ul style="list-style-type: none"> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	<p>Individual emergency help pendants are available at a small cost to the resident.</p> <p>12:00 am and 11:59 pm 7 days per week.</p>
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<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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**COSTS AND FINANCIAL MANAGEMENT**

**Part 9 – Ingoing contribution - entry costs to live in the village**

*An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.*

<p><b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b></p>	<p><b>Accommodation Unit</b></p>	<p><b>Range of ingoing contribution</b></p>
	<p>Independent living units</p>	
	<p>- Studio</p>	<p>N/A</p>
	<p>- One bedroom</p>	<p>\$210,000 to \$225,000</p>
	<p>- Two bedrooms</p>	<p>\$320,000 to \$385,000</p>
	<p>- Three bedrooms</p>	<p>\$400,000 to \$420,000</p>
	<p>Other</p>	
<p><b>Full range of ingoing contributions for all unit types</b></p>	<p>\$210,000 to \$420,000</p>	

<p><b>9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?</b></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Different combinations of ingoing contributions and exit fees can be tailored to suit a resident's specific financial situation. For more information please discuss with your sales consultant.</p>
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<p><b>9.3 What other entry costs do residents need to pay?</b></p>	<p><input type="checkbox"/> Transfer or stamp duty</p> <p><input type="checkbox"/> Costs related to your residence contract</p> <p><input type="checkbox"/> Costs related to any other contract e.g. ....</p> <p><input type="checkbox"/> Advance payment of General Services Charge</p> <p><input type="checkbox"/> Other costs:</p>
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**Part 10 – Ongoing Costs - costs while living in the retirement village**

**General Services Charge:** Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

**Maintenance Reserve Fund contribution:** Residents pay this charge for maintaining and repairing (but not replacing) the village’s capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor’s report.

**Note:** The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

**10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution**

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
All units pay a flat rate	\$82.53	\$29.12

**Last three years of General Services Charge and Maintenance Reserve Fund contribution**

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018/19	\$80.57	- 1.88%	\$20.23	-0.69%
2019/20	\$78.82	- 2.17%	\$22.33	+10.38%
2020/21	\$82.53	+4.7%	\$29.12	+30.4%

**10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)**

- Contents insurance
- Home insurance (freehold units only)
- Electricity
- Gas

- Water
- Telephone
- Internet
- Pay TV
- Other .....

**10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and**

- Unit fixtures
- Unit fittings
- Unit appliances
- None

**pay for while residing in the unit?**

Additional information: All fixtures, fittings and appliances that are provided when moving in are maintained under the General Services Charge and Maintenance Reserve Fund. The cost of replacing these items is covered by the Capital Replacement Fund. The resident is responsible for the costs for repair, maintenance and replacement of any items not supplied by the operator upon entry.

**10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?**

Yes    No

If the repair or maintenance is the responsibility of the resident under the terms of the residence contract, the onsite manager will offer to assist the resident to contact a contractor to complete the repair or maintenance work.

If yes: provide details, including any charges for this service.

**Part 11– Exit fees - when you leave the village**

*A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).*

**11.1 Do residents pay an exit fee when they permanently leave their unit?**

If yes: list all exit fee options that may apply to new contracts

Yes – all residents pay an exit fee calculated using the same formula

Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract

No exit fee

Other: .....

**Exit Fee calculated based on ingoing contribution**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on
1 year	6% of your ingoing contribution
2 years	12% of your ingoing contribution
3 years	18% of your ingoing contribution
4 years	24% of your ingoing contribution
5 years or more	30% of your ingoing contribution

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 30% of the ingoing contribution after 5 years of residence.

The minimum exit fee is 6% of the Ingoing Contribution divided by 365 (daily rate).

**11.2 What other exit costs do residents need to pay or contribute to?**

Sale costs for the unit

Legal costs

Other costs .....

**Part 12 – Reinstatement and renovation of the unit\**

**12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?**

Yes  No

*Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:*

- fair wear and tear; and
- renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.

*Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.*

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

**12.2 Is the resident responsible for renovation of the unit when they leave the unit?**

No

*Renovation means replacements or repairs other than reinstatement work.*

By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

**Part 13– Capital gain or losses**

**13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?**

No

**Part 14 – Exit entitlement**

*An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.*

**14.1 How is the exit entitlement which the operator will pay the resident worked out?**

The exit entitlement for the unit is equal to the ingoing contribution paid by the resident, LESS:

- the exit fee;
- any outstanding personal services or general services charges;
- any outstanding maintenance reserve fund contributions;

	<ul style="list-style-type: none"> <li>- any expenses incurred in relation to the resale of the unit;</li> <li>- any reinstatement costs payable by the resident;</li> <li>- any costs of storage of the resident's contents;</li> <li>- any interest payable on overdue monies; and</li> <li>- any other monies which are owing to the operator by the resident.</li> </ul>
<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ no date is stated in the residence contract</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).</li> </ul> <p>In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p><u>12</u> accommodation units were vacant as at the end of the last financial year</p> <p><u>5</u> accommodation units were resold during the last financial year</p> <p><u>8</u> months was the average length of time to sell a unit over the last three financial years</p>

**Part 15– Financial management of the village**

**15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?**

<b>General Services Charges Fund</b> for the last 3 years			
Financial Year	Deficit / Surplus	Total general service charges collected for the financial year	Change from previous year
2017/18	\$9,741	\$393,547	0.0%
2018/19	\$22,205	\$400,533	1.8%
2019/20	\$10,619	\$382,281	-4.7%
Balance of <b>General Services Charges Fund</b> for last financial year OR last quarter if no full financial year available			\$10,619
Balance of <b>Maintenance Reserve Fund</b> for last financial year OR last quarter if no full financial year available			\$71,281
Balance of <b>Capital Replacement Fund</b> for the last financial year OR last quarter if no full financial year available			\$747,526
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			Nil
The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.			N/A

OR

the village is not yet operating.

**Part 16 – Insurance**

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

**16.1 Is the resident responsible for arranging any insurance cover?**

Yes  No

If yes, the resident is responsible for these insurance policies:

The resident must insure and pay the cost to insure the contents of the unit that are owned by the resident and keep them insured against loss, theft, damage or destruction.

If yes, the resident is responsible for these insurance policies:

**Part 17 – Living in the village**  
***Trial or settling in period in the village***

**17.1 Does the village offer prospective residents a trial period or a settling in period in the village?**

Yes  No

***Pets***

**17.2 Are residents allowed to keep pets?**

Yes  No

If yes: specify any restrictions or conditions on pet ownership

Residents must not keep any pets in the unit or the village without the operator's prior written consent, which the operator may give or refuse at its absolute discretion.

If the operator gives its consent, then the resident must comply with any conditions on that consent and any pet policy in place to deal with pet ownership or control of pets in the village. A copy of the pet policy is available on request.

***Visitors***

**17.3 Are there restrictions on visitors staying with residents or visiting?**

Yes  No

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

Visitors must not stay greater than seven (7) consecutive days and no more than thirty (30) days per calendar year without prior written approval.

Visitors must not disrupt the quiet enjoyment of other residents at the village.

Visitors using common areas must be accompanied by the resident at all times.

***Village by-laws and village rules***

**17.4 Does the village have village by-laws?**

Yes  No

*By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.*

*Note: See notice at end of document regarding inspection of village by-laws*

**17.5 Does the operator have other rules for the village.**

Yes  No



**Resident input**

<p><b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
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**Part 18 – Accreditation**

<p><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input checked="" type="checkbox"/> No, village is not accredited.</p> <p><u>The village is currently going through the approval process with QIP (Quality Innovation Performance Limited) and anticipates being accredited in 2019.</u></p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through: .....</p>
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**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

**Part 19 – Waiting list**

<p><b>19.1 Does the village maintain a waiting list for entry?</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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## Access to documents

**The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).**

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund or maintenance reserve fund or Income and expenditure for general services at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

*An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.*

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

### General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:

[www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

### Regulatory Services, Department of Housing and Public Works

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://www.hpw.qld.gov.au/housing)

### Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

### Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

### Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [Error! Hyperlink reference not valid. https://caxton.org.au](https://caxton.org.au)

### Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: [info@qls.com.au](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://www.qls.com.au)

**Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

**Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

**Livable Housing Australia (LHA)**

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: [www.livablehousingaustralia.org.au/](http://www.livablehousingaustralia.org.au/)