# **Retirement Villages**

# **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

# This form is effective from 1 February 2019

# Teviot, Boonah

# 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 <u>www.lutheranservices.org.au</u>
- 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 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 or phone: 1300 367 757.



Lutheran Services

ABN: 86 504 771 740

Form 3

# 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 August 2023* 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: Trinity Lutheran Units Boonah (Teviot Villas) Street Address: 16 – 18 Church Street Suburb: BOONAH State: QLD Post Code: 4310			
1.2 Owner of the land on which the retirement village scheme is located	Name of landowner: Lutheran Church of Australia Queensland DistrictAustralian Registered Body Number (ARBN): 051 602 996Address: Level 1, 24 McDougall StreetSuburb: MILTONState: QLDPost Code: 4064			
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 804Australian Registered Body Number (ARBN): 051 602 996Address Level 1, 24 McDougall StreetSuburb: MILTONState: QLDPost Code: 4064Date entity became operator: 11 May 2006			
1.4 Village management and onsite availability	Lutheran Church of Australia Queensland District trading as Lutheran Services ABN 47 291 464 804 Australian Registered Body Number (ARBN): 051 602 996 Phone: 0419 312 738 Email: <u>Teviot@lutheranservices.org.au</u> An onsite manager (or representative) is available to residents:			

	⊠ By appointment only			
	The onsite manager is available and can be contacted by residents by telephone or email between 8:30am and 4:30pm weekdays Onsite availability includes:			
	Weekdays: The manager is onsite as required to attend appointments with residents			
	Weekends: Not available			
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village? □ Yes ⊠ No A written transition plan approved by the Department of Communities,			
for the retirement village	Housing and Digital Economy 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 Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.			
1.6 Statutory Charge over retirement village land.	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.			
	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. It 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.			
	Is a statutory charge registered on the certificate of title for the retirement village land? $\Box$ Yes $\boxtimes$ No			
	If yes, provide details of the registered statutory charge			
	Not applicable			
Part 2 – Age limits				
2.1 What age limits apply to residents in this village?	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.			
L	·			

Part 3 – Accommodation units: Nature of ownership or tenure         3.1 Resident ownership or tenure of the units in the village is: <ul> <li>Freehold (owner resident)</li> <li>Lease (non-owner resident)</li> <li>Licence (non-owner resident)</li> <li>Share in company title entity (non-owner resident)</li> <li>Unit in unit trust (non-owner resident)</li> <li>Rental (non-owner resident)</li> <li>Other</li> </ul>					
ownership or tenure of the units in the village is:Lease (non-owner resident)Image: Licence (non-owner resident)Image: Lic					
the units in the village is: <ul> <li>Licence (non-owner resident)</li> <li>Licence (non-owner resident)</li> <li>Share in company title entity (non-owner resident)</li> <li>Unit in unit trust (non-owner resident)</li> <li>Rental (non-owner resident)</li> <li>Other</li> </ul>					
is:	Lease (non-owner resident)				
<ul> <li>Unit in unit trust (non-owner resident)</li> <li>Rental (non-owner resident)</li> <li>Other</li> </ul>					
Rental (non-owner resident)					
☐ Other					
Accommodation types					
Accommodation types					
<b>3.2 Number of units by</b> accommodation type and tenureThere are 19 units in the village, comprising 19 single story un units in multi-story building with 0 levels	There are 19 units in the village, comprising 19 single story units; 0 units in multi-story building with 0 levels				
Accommodation Freehold Leasehold Licence Rental					
Independent living units					
- Studio					
- One bedroom 1 1					
- Two bedroom 17					
- Three bedroom					
Serviced units					
- Studio					
- One bedroom					
- Two bedroom					
- Three bedroom					
Total number of units   18   1					
Access and design					
	$\boxtimes$ Level access from the street into and between all areas of the unit				
features do the units	(i.e. no external or internal steps or stairs) in $\square$ all $\square$ some units				
and the village contain? □ Alternatively, a ramp, elevator or lift allows entry into □ all □ units	$\Box$ Alternatively, a ramp, elevator or lift allows entry into $\Box$ all $\Box$ some units				
oxdot Step-free (hobless) shower in $oxdot$ all $oxdot$ some units	$oxtimes$ Step-free (hobless) shower in $\Box$ all $oxtimes$ some units				
<ul> <li>□ Width of doorways allow for wheelchair access in □ all □ s</li> <li>units</li> <li>□ Toilet is accessible in a wheelchair in □ all □ some units</li> </ul>	ome				

	<ul> <li>Other key features in the units or village that cater for people with disability or assist residents to age in place</li> <li>None</li> </ul>	
Part 4 – Parking for resi	dents and visitors	
4.1 What car parking in the village is available for residents?	<ul> <li>Some units with own garage or carport attached or adjacent to the unit</li> <li>Some units with own garage or carport separate from the unit</li> </ul>	
	□ Nil units with own car park space adjacent to the unit	
	$\Box$ Nil units with own car park space separate from the unit	
	General car parking for residents in the village	
	□ Nil parking e.g. caravan or boat	
	Restrictions on resident's car parking include: Residents with a current drivers licence and car, have access to carports where available.	
4.2 Is parking in the	⊠ Yes □ No	
village available for visitors?	Six (6) visitor specific car parking spaces are available (including 1 car parking space reserved for persons with a disability). There are no time restrictions on parking in the spaces and visitors do not need a swipe	
	card or code. There is additional parking on the street within a short walking distance with easy access.	
Part 5 – Planning and development		
5.1 Is construction or development of the village complete?	Year village construction started: 1992 ⊠ 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	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 <i>Planning Act 2016</i> Not Applicable	
development or proposed development, including the final number and types of units and any new facilities.		

5.3 Redevelopment plan under the <i>Retirement Villages</i> <i>Act 1999</i>	<ul> <li>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</li> <li>□ Yes ⊠ No</li> <li><i>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 Communities, Housing and Digital Economy.</i></li> <li>Note: see notice at end of document regarding inspection of the development approval documents.</li> </ul>			
Part 6 – Facilities onsite	at the village			
6.1 The following facilities are currently available to residents:	<ul> <li>Activities or games room</li> <li>Arts and crafts room</li> <li>Auditorium</li> <li>BBQ area outdoors</li> <li>Billiards room</li> <li>Bowling green [indoor/outdoor]</li> <li>Business centre (e.g. computers, printers, internet access)</li> <li>Chapel / prayer room</li> <li>Communal laundries</li> <li>Community room or centre</li> <li>Dining room</li> <li>Gardens</li> <li>Gym</li> <li>Hairdressing or beauty room</li> <li>Library</li> </ul>	<ul> <li>Medical consultation room</li> <li>Restaurant</li> <li>Shop</li> <li>Swimming pool [indoor / outdoor] [heated / not heated]</li> <li>Separate lounge in community centre</li> <li>Spa [indoor / outdoor] [heated / not heated</li> <li>Storage area for boats / caravans</li> <li>Tennis court [full/half]</li> <li>Village bus or transport</li> <li>Workshop</li> <li>Other</li> <li>Emergency call access facilities</li> <li>Meeting/function room</li> </ul>		
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).				
in there are any restriction	s on access or snaring of facilities	e (e.g. with an aged care facility).		

Not Applicable

6.2 Does the village
have an onsite,
attached, adjacent or
co-located residential
aged care facility?

🗌 Yes 🛛 No

**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

7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by	<ul> <li>Services funded from the General Services Charge include:</li> <li>management and administration</li> <li>gardening and minor maintenance</li> <li>recreation or entertainment facilities</li> </ul>			
residents)?	<ul> <li>other services – specified in village budget</li> </ul>			
	(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.			
	(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.			
	(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.			
	<ul> <li>(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.</li> </ul>			
	<ul> <li>(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.</li> </ul>			
	(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.			
	(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.
(I) 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 dispessed off site
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.

7.2 Are optional personal services provided or made available to residents on a user-pays basis?	□ Yes ⊠ No			
7.3 Does the retirement village operator provide government funded home care services	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 28107			
under the Aged Care Act 1997 (Cwth)?	Yes, home care is provided in association with an Approved Provider			
	$\Box$ No, the operator does not provide home care services, residents can arrange their own home care services			
<b>Note:</b> 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 <i>Aged Care Act 1997 (Cwth)</i> . These home care services are not covered by the <i>Retirement Villages Act 1999</i> (Qld). <b>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</b>				
Part 8 – Security and en	nergency systems			
8.1 Does the village have a security system?	□ Yes ⊠ No			
8.2 Does the village have an emergency help system?	□ Yes - all residents   ⊠ Optional   □ No			
<ul><li>If yes or optional:</li><li>the emergency help system details are:</li></ul>	An external emergency help system is provided; including a fixed call bell within the unit and individual pendants are available.			
the emergency help system is monitored between:	12:00 am and 11:59 pm 7 days per week.			
8.3 Does the village	⊠ Yes □ No			
have equipment that provides for the safety or medical emergency of residents?	A First Aid Kit is located in the Resident Meeting Room			

# 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.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the	Accommodation Unit	Range of ingoing contribution	
	Independent living units		
	- Studio	\$ Not Applicable	
	- One bedroom	\$ 165,000 to \$225,000	
village	- Two bedrooms	\$ 230,000 to \$310,000	
	- Three bedrooms	Not Applicable	
	Serviced units	Not Applicable	
	Full range of ingoing contributions for all unit types	\$ 165,000 to \$310,000	
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? If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	<ul> <li>☑ Yes □ No</li> <li>Different combinations of ingoing contributions and exit fees can be tailored to suit a resident's specific financial situation. For addition information please discuss the options with your sales consultant.</li> </ul>		
9.3 What other entry costs do residents need to pay?	<ul> <li>Transfer or stamp duty</li> <li>Costs related to your residence contract</li> <li>Costs related to any other contract e.g</li> <li>Advance payment of General Services Charge</li> <li>Other costs</li> </ul>		

# 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 Charges Fund 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)
Independent Living Units		
All units pay a flat rate	\$88.48	\$15.96

## 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 -)
2021/22	\$78.82	+7.44%	\$12.32	+7.32%
2022/23	\$85.61	+8.5%	\$12.32	0%
2023/24	\$88.48	+3.35%	\$15.96	+29.55%

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	imes Contents insurance	□ Water
	<ul> <li>Home insurance (freehold units only)</li> <li>Electricity</li> <li>Gas</li> </ul>	<ul> <li>☑ Telephone</li> <li>☑ Internet</li> <li>☑ Pay TV</li> <li>☑ Other</li> </ul>
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents	<ul> <li>Unit fixtures</li> <li>Unit fittings</li> <li>Unit appliances</li> <li>None</li> </ul>	

responsible for and 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, 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? If yes: provide details, including any charges for this service.	Yes INO 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.	
Part 11 – Exit fees – whe	en you leave the village	
	ay an exit fee to the operator when they leave their unit or when the right Id. 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?	<ul> <li>Yes – all residents pay an exit fee calculated using the same formula</li> <li>Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> <li>No exit fee</li> <li>Other</li> </ul>	
If yes: list all exit fee options that may apply to new contracts		
Time period from date of occupation of unit to the date the resident ceases reside in the unit		
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	30 % of your ingoing contribution	

<b>Note:</b> if the period of occount on a daily basis.	cupation is not a whole number of years, the exit fee will be worked	
The maximum (or capped) exit fee is 30% of the ingoing contribution after 5 years of residence.		
The minimum exit fee is	6%.	
11.2 What other exit costs do residents	□ Sale costs for the unit	
need to pay or contribute to?	Legal costs	
	□ Other costs	
Part 12 – Reinstatement	and renovation of the unit	
12.1 Is the resident responsible for	⊠ Yes □ No	
reinstatement of the unit when they leave the unit?	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	
	<ul> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>	
	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	🖾 No	
responsible for	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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	⊠ No
Part 14 – Exit entitlemer	nt or buyback of freehold units
	amount the operator may be required to pay the former resident under a ne 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; . - any reinstatement costs payable by the resident; - any costs of storage of the resident's contents; - any interest payable on overdue monies; and - any other monies which are owing to the operator by the resident
14.2 When is the exit entitlement payable?	<ul> <li>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</li> <li>the day stated in the residence contract <ul> <li>which is 18 months after the termination of 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> 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.

14.3 What is the turnover of units for sale in the village?	year Two (2) accom	modation uni	vacant as at the end of the ts were resold during the la rage length of time to sell a	st financial year
Part 15 – Financial mana	agement of the	village		
15.1 What is the	General Services Charges Fund for the last 3 years			
financial status for the funds that the operator is required to	Financial Year	Deficit/ Surplus	Balance	Change from previous year
maintain under the Retirement Villages	2020/2021	-\$634	\$72,668	+4.2%
Act 1999?	2021/2022	-\$2582	\$80,304	+10.5%
	2022/2023	\$2357	\$85,298	+6.22%
			<b>ces Charges Fund</b> for last ter if no full financial year	\$85,298
			Reserve Fund for last ter if no full financial year	\$53,714
			<b>cement Fund</b> for the last ter if no full financial year	\$340,633
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund		to 0 %	
	contribution, a report, to the	as determine Capital Repla	ntage of a resident's ingoin d by a quantity surveyor's acement Fund. This fund is ge's capital items.	g

# 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	🛛 Yes 🗆 No
arranging any insurance cover?	If yes, the resident is responsible for these insurance policies:
If yes, the resident is responsible for these insurance policies:	The resident must insure the contents of the unit that are owned by the resident and keep them insured against loss, theft, damage or destruction.

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? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	<ul> <li>Yes Do</li> <li>Visitors must not stay greater than seven (7) consecutive days and no more than thirty (30) days per calendar year without prior written approval.</li> <li>Visitors must not disrupt the quiet enjoyment of other residents at the village.</li> <li>Visitors using common areas must be accompanied by the resident at all times.</li> </ul>	
Village by-laws and villa	nge rules	
17.4 Does the village have village by-laws?	<ul> <li>☐ Yes ⊠ No</li> <li>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.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>	
17.5 Does the operator have other rules for the village.	□ Yes ⊠ No	

Resident input		
17.6 Does the village have a residents	🗆 Yes 🖾 No	
committee established under the <i>Retirement</i> <i>Villages Act</i> 1999?	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.	
	You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.	
Part 18 – Accreditation		
18.1 Is the village voluntarily accredited	$\boxtimes$ No, village is not accredited	
through an industry- based accreditation scheme?	$\Box$ Yes, village is voluntarily accredited through:	
•	accreditation schemes are industry-based schemes. The <i>Retirement</i> of establish an accreditation scheme or standards for retirement villages.	
Part 19 – Waiting list		
19.1 Does the village maintain a waiting list	🖾 Yes 🔲 No	
for entry?		
<ul> <li>what is the fee to join</li> </ul>	🛛 No fee	
the waiting list?		
Access to documents		
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).		
•	tration 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	
•	,	
	Development or planning approvals for any further development of the village	
	An approved redevelopment plan for the village under the <i>Retirement Villages Act</i>	
	An approved transition plan for the village	
	An approved closure plan for the village	
	The annual financial statements and report presented to the previous annual meeting	
of the retirement vi	0	
	balance of the capital replacement fund, or maintenance reserve fund s charges fund (or income and expenditure for general services) at the	
	s 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
- $\boxtimes$  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 Communities, Housing and Digital Economy website.

# **Further Information**

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at <u>www.chde.gld.gov.au</u>

## **General Information**

General information and fact sheets on retirement villages: <u>www.qld.gov.au/retirementvillages</u> For more information on retirement villages and other seniors living options: <u>www.qld.gov.au/seniorsliving</u>

# Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act. Department of Communities, Housing and Digital Economy GPO Box 690, Brisbane, QLD 4001 Phone: 07 3013 2666

Email: <u>regulatoryservices@chde.qld.gov.au</u> Website: www.chde.qld.gov.au/regulatoryservices

# **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: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

## **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-yourretirement

## 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

Retirement Villages Act 1999 • Section 74 • Form 3 • V9 • December 2022

Phone: 07 3214 6333 Email: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

## **Queensland Law Society**

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000 Phone: 1300 367 757 Email: <u>info@qls.com.au</u> Website: <u>www.qls.com.au</u>

## 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 Website: 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

## 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: <u>www.livablehousingaustralia.org.au/</u>