

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740



Name of village: Torbay Aged and Retirement Lifestyles Village

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.torbay.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 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.

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 8th May 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: Torbay Aged and Retirement Lifestyles Village Street Address: 43 Exeter Street Suburb: Torquay State: Qld Post Code: 4655
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Torbay Lifestyles and Care Limited Australian Company Number (ACN): 010 200 567 Address: 43 Exeter Street Suburb: Torquay State: Qld Post Code: 4655
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Torbay Lifestyles and Care Limited Australian Company Number (ACN): 010 200 567 Address: 43 Exeter Street Suburb: Torquay State: Qld Post Code: 4655 Date entity became operator: August 1978
1.4 Village management and onsite availability	Name of village management entity and contact details Torbay Lifestyles and Care Limited Australian Company Number (ACN): 010 200 567 Phone: 07 4125 0800 Email: admin@torbay.org.au An onsite manager (or representative) is available to residents:

	<input checked="" type="checkbox"/> Full time Onsite availability includes: Weekdays: 8am – 4pm Weekends: Unavailable
1.5 Approved closure plan or transition plan for the retirement village	<p>Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><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 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.</i></p>
1.6 Statutory Charge over retirement village land.	<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></p> <p><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. 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.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p>Statutory Charge No: 702369315</p>
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	<p>In the case of a single application, the applicant must be aged 55 years or over. In the case of a joint application, one applicant must be aged 55 years or over and the other applicant must be suitable as determined by the Scheme Operator.</p> <p>The Scheme Operator reserves the right to accept a person as a resident who does not satisfy the age criteria but who the Scheme Operator considers is a suitable resident for the village. The Scheme Operator also reserves the right in future to vary (by increasing or decreasing) the age limit for residents of the village.</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 159 units in the village, comprising 159 single story units; units in multi-story building with levels

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio			4	
- One bedroom			12	
- Two bedroom			125	
- Three bedroom			18	
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units			159	

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 some units
- Step-free (hobless) shower in some units
- Width of doorways allow for wheelchair access in some units

	<input checked="" type="checkbox"/> Toilet is accessible in a wheelchair in <input checked="" type="checkbox"/> some units <input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place: Grab rails (on request) <input type="checkbox"/> None
--	--

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?	<input checked="" type="checkbox"/> Some units with own garage or carport attached or adjacent to the unit <input checked="" type="checkbox"/> Other parking e.g. caravan or boat: On-site parking areas for caravans and/or boats are available for resident use <input checked="" type="checkbox"/> 4 x studio units with no car parking for residents Restrictions on resident’s car parking include: Residents may only park in visitor car parking for a maximum of 3 weeks. No parking on grassed areas.
--	---

4.2 Is parking in the village available for visitors? If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the driveway of a Unit being visited or in a nearby visitor car park – a maximum period of 3 weeks applies.
--	---

Part 5 – Planning and development

5.1 Is construction or development of the village complete?	Year village construction started: 1978 <input checked="" type="checkbox"/> Fully developed / completed <input type="checkbox"/> Partially developed / completed <input type="checkbox"/> Construction yet to commence
--	---

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 <i>Planning Act 2016</i> NIL
--	--

5.3 Redevelopment plan under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

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 Communities, Housing and Digital Economy.

Note: see notice at end of document regarding inspection of the development approval documents.

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Activities or games room
<input checked="" type="checkbox"/> Arts and crafts room
<input type="checkbox"/> Auditorium
<input checked="" type="checkbox"/> BBQ area outdoors
<input checked="" type="checkbox"/> Billiards room
<input type="checkbox"/> Bowling green [indoor/outdoor]
<input type="checkbox"/> Business centre (e.g. computers, printers, internet access)
<input checked="" type="checkbox"/> Chapel / prayer room
<input type="checkbox"/> Communal laundries
<input checked="" type="checkbox"/> Community room or centre
<input type="checkbox"/> Dining room
<input checked="" type="checkbox"/> Gardens
<input checked="" type="checkbox"/> Gym
<input checked="" type="checkbox"/> Hairdressing or beauty room
<input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room
<input checked="" type="checkbox"/> Restaurant (café)
<input type="checkbox"/> Shop
<input checked="" type="checkbox"/> 2 x Swimming pool [1 x outdoor (heated) & 1 x outdoor (not heated)]
<input checked="" type="checkbox"/> Separate lounge in community centre
<input checked="" type="checkbox"/> Spa [outdoor (not heated)]
<input checked="" type="checkbox"/> Storage area for boats / caravans
<input type="checkbox"/> Tennis court [full/half]
<input checked="" type="checkbox"/> Village bus or transport
<input checked="" type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Other: <ul style="list-style-type: none"> - Mail service - Emergency call access facilities - 2 x recreation centres - Lifestyle program - Walking paths and lakes - On-site nurse practitioner clinic |
|--|---|

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

6.2 Does the village have an onsite, attached, adjacent or

- Yes No
 Name of residential aged care facility and name of the approved provider:

co-located residential aged care facility?	Torbay Residential Aged Care Facility, operated by Torbay Lifestyles and Care Limited
---	---

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 residents)?	<ul style="list-style-type: none"> • Insurance premiums or insurance excess which are payable by the Scheme Operator for the Village and the Village buildings, together with their fittings and fixtures including but not limited to public liability, workers' compensation, professional indemnity insurance, fidelity insurance, and directors and officers liability insurance; • Electricity (to common areas), gas, fuel, water, telephone (emergency call), swimming pool maintenance, air conditioning, • Recreation and entertainment activities in the Village including hire charges for equipment or apparatus; • Water, sewerage and garbage services supplier; • Cleaning, servicing and maintaining the common property; • Day to day maintenance, renovation, upkeep and cleaning of the Village and its communal buildings, including the communal gardens and landscaping.
--	--

7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?	<input 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) <input type="checkbox"/> Yes, home care is provided in association with an Approved Provider <input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
--	--

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>8.1 Does the village have a security system? If yes:</p> <ul style="list-style-type: none"> the security system details are: <p>the security system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>CCTV cameras are installed in common areas throughout the Village. Footage may be made available upon request on a case-by-case basis and in accordance with applicable privacy laws.</p> <p>12.00 am and 11.59 pm 7 days per week.</p>
<p>8.2 Does the village have an emergency help system? If yes or optional:</p> <ul style="list-style-type: none"> the emergency help system details are: <p>the emergency help system is monitored between:</p>	<p><input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No</p> <p>Every unit has an emergency call phone or personal emergency unit connected to and monitored by an external 24 hr monitoring centre.</p> <p>12.00 am and 11.59 pm, 7 days per week.</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>First aid kits in every Recreation Centre Wheel chair in Recreation Centre available for residents' use</p>

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>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</p>	<p>Accommodation Unit</p>	<p>Range of ingoing contribution</p>
	<p>Independent living units</p>	
	<p>- Studio</p>	<p>\$220,000 to \$235,000</p>
	<p>- One bedroom</p>	<p>\$250,000 to \$265,000</p>
	<p>- Two bedrooms</p>	<p>\$260,000 to \$350,000</p>
	<p>- Three bedrooms</p>	<p>\$350,000 to \$450,000</p>
	<p>Serviced units</p>	
	<p>- Studio</p>	
	<p>- One bedroom</p>	
	<p>- Two bedrooms</p>	
	<p>- Three bedrooms</p>	
	<p>Other</p>	

	Full range of ingoing contributions for all unit types	\$220,000 to \$450,000
--	---	------------------------

<p>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.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The resident must pay the Standard Ingoing Contribution for the Unit set by the Scheme Operator (as detailed in item 9.1). The Scheme Operator may, at its discretion, offer an Ingoing Contribution for a unit that is lower or higher than the Standard Ingoing Contribution based on the modules outlined below.</p> <p><u>Module 1</u></p> <p>If Module 1 applies to your residence contract, you must pay the Standard Ingoing Contribution, and the Exit Fee is calculated based on a percentage of the Standard Ingoing Contribution.</p> <p><u>Module 2</u></p> <p>If Module 2 applies to your residence contract, you must pay a reduced Ingoing Contribution, and the Exit Fee is calculated based on an increased percentage of the Standard Ingoing Contribution than would apply under Module 1.</p> <p><u>Module 3</u></p> <p>If Module 3 applies to your residence contract, you must pay a higher Ingoing Contribution, and the Exit Fee is calculated based on a decreased percentage of the Standard Ingoing Contribution than would apply under Module 1.</p> <p>The minimum and maximum Exit Fee for each Module type is set out in the table in section 11.1 below.</p>
--	--

<p>9.3 What other entry costs do residents need to pay?</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 checked="" type="checkbox"/> Other costs: Scheme Operator’s professional legal costs currently set at \$1,556.50</p>
--	---

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		
- Studio	\$99.00	\$15.64
- One bedroom	\$99.00 to \$110.02	\$15.64 to \$17.55
- Two bedrooms	\$102.61 to \$110.02	\$16.27 to \$17.55
- Three bedrooms	\$114.73	\$18.38

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 -)
19/20	\$88.60 to \$102.69	1.4%	\$13.74 to \$16.17	10%
20/21	\$91.10 to \$105.58	2.8%	\$14.89 to \$17.52	8.4%
21/22	\$94.29 to \$109.28	4%	\$15.64 to \$18.39	5%

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> 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 pay for while residing in the unit?	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information
---	---

10.4 Does the operator offer a maintenance service or help residents arrange repairs and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The Scheme Operator will engage individual contractors on behalf of residents upon request.
---	--

<p>maintenance for their unit? If yes: provide details, including any charges for this service.</p>	<p>All costs are charged directly to resident. No additional charges are payable to the Scheme Operator for this service.</p>
--	---

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).

<p>11.1 Do residents pay an exit fee when they permanently leave their unit?</p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p><input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula</p> <p><input checked="" type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract</p> <p><input type="checkbox"/> No exit fee</p> <p><input type="checkbox"/> Other</p>
--	--

Module 1

<p>Time period from date of occupation of unit to the date the resident ceases to reside in the unit</p>	<p>Exit fee calculation based on your ingoing contribution</p>
<p>Less than 1 year</p>	<p>7% of your ingoing contribution calculated on a daily basis</p>
<p>1 year or more but less than 2 years</p>	<p>7% of your ingoing contribution for the first year plus 7% per annum calculated on a daily basis during the second year</p>
<p>2 years or more but less than 3 years</p>	<p>14% of your ingoing contribution for the first two years plus 7% per annum calculated on a daily basis during the third year</p>
<p>3 years or more but less than 4 years</p>	<p>21% of your ingoing contribution for the first three years plus 7% per annum calculated on a daily basis during the fourth year</p>
<p>4 years or more but less than 5 years</p>	<p>28% of your ingoing contribution for the first four years plus 7% per annum calculated on a daily basis during the fifth year</p>
<p>5 years or more</p>	<p>35% of your ingoing contribution</p>

Module 2

<p>Time period from date of occupation of unit to the date the resident ceases to reside in the unit</p>	<p>Exit fee calculation based on standard ingoing contribution</p>
<p>Less than 1 year</p>	<p>9% of the standard ingoing contribution calculated on a daily basis</p>

1 year or more but less than 2 years	9% of the standard ingoing contribution for the first year plus 9% per annum calculated on a daily basis during the second year
2 years or more but less than 3 years	18% of the standard ingoing contribution for the first two years plus 9% per annum calculated on a daily basis during the third year
3 years or more but less than 4 years	27% of the standard ingoing contribution for the first three years plus 9% per annum calculated on a daily basis during the fourth year
4 years or more but less than 5 years	36% of the standard ingoing contribution for the first four years plus 9% per annum calculated on a daily basis during the fifth year
5 years or more	45% of the standard ingoing contribution

Module 3

Time period from date of occupation of unit to the date the resident ceases to reside in the unit

Exit fee calculation based on standard ingoing contribution

Less than 1 year	3% of the standard ingoing contribution calculated on a daily basis
1 year or more but less than 2 years	3% of the standard ingoing contribution for the first year plus 3% per annum calculated on a daily basis during the second year
2 years or more but less than 3 years	6% of the standard ingoing contribution for the first two years plus 3% per annum calculated on a daily basis during the third year
3 years or more but less than 4 years	9% of the standard ingoing contribution for the first three years plus 3% per annum calculated on a daily basis during the fourth year
4 years or more but less than 5 years	12% of the standard ingoing contribution for the first four years plus 3% per annum calculated on a daily basis during the fifth year
5 years or more	15% of the standard 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) and minimum exit fee for each Module are:

Module	Minimum Exit Fee	Maximum Exit Fee
1	7% of your ingoing contribution, calculated on a daily basis	35% of your ingoing contribution
2	9% of the standard ingoing contribution, calculated on a daily basis	45% of the standard ingoing contribution
3	3% of the standard ingoing contribution, calculated on a daily basis	15% of the standard ingoing contribution

11.2 What other exit costs do residents need to pay or contribute to?	<input type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: Administration fee currently set at \$600.00
--	--

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>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:</i> <ul style="list-style-type: none"> • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. <p><i>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.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
---	--

12.2 Is the resident responsible for renovation of the unit when they leave the unit?	<input checked="" type="checkbox"/> No <i>Renovation means replacements or repairs other than reinstatement work.</i> <p>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.</p>
--	--

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?	<input checked="" type="checkbox"/> No
---	--

Part 14 – Exit entitlement or buyback of freehold units

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.

<p>14.1 How is the exit entitlement which the operator will pay the resident worked out?</p>	<p>Modules 1, 2 and 3</p> <p>The Exit Entitlement is worked out based on your ingoing contribution paid, less:</p> <ul style="list-style-type: none"> • exit fee; • administration fee; • any outstanding charges and ongoing charges as described in Part 10; • share of reinstatement works; • any other amounts payable under the residence contract; and • the scheme operator's legal fees.
<p>14.2 When is the exit entitlement payable?</p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ which is 5 months after the termination of the residence contract • 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator • 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). <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>14.3 What is the turnover of units for sale in the village?</p>	<p>3 accommodation units were vacant as at the end of the last financial year</p> <p>8 accommodation units were resold during the last financial year</p> <p>1 week (due to waiting list) was the average length of time to sell a unit over the last three financial years</p>

Part 15 – Financial management of the village

<p>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</p>	<p>General Services Charges Fund for the last 3 years</p>			
	Financial Year	Deficit/ Surplus	Balance	Change from previous year
	19/20	(\$67,754)	\$73,237	(48%)
	20/21	(\$80,183)	\$6,946	(90.5%)
	21/22	(\$44,224)	(\$51,170)	(45%)

	Balance of General Services Charges Fund for last financial year <i>OR</i> last quarter if no full financial year available	(\$51,170)
	Balance of Maintenance Reserve Fund for last financial year <i>OR</i> last quarter if no full financial year available	\$64,362
	Balance of Capital Replacement Fund for the last financial year <i>OR</i> last quarter if no full financial year available Percentage of a resident ingoing contribution applied to the Capital Replacement Fund 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.	\$769,841 13%
OR <input type="checkbox"/> 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?

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

Yes No

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

- (a) your property in the Unit;
- (b) for public liability claims brought as a result of any incident occurring in the Unit; and
- (c) for workers compensation claims brought by any employee or contractor that you engage to carry out works or provide services in the Unit.

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? If yes: specify any restrictions or conditions on pet ownership	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Birds and/or fish only – with written permission from the Scheme Operator.
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)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No You must register all guests who stay overnight or longer at the Unit, at the administrative office of the Village. With our prior approval you may: (a) have guests stay in the Unit for up to three (3) weeks or more consecutive nights up to a maximum of 14 consecutive nights; (b) allow a visitor to use the Unit if you are not staying there at the same time; (c) have more than four (4) guests stay overnight in the Unit on any one night. However, you may not have a visitor live in the Unit or use the Unit for longer than 30 days in any 12 month period without our consent which we may give or deny in our absolute discretion. If we consent to a visitor staying in the Unit for any period of time then we can revoke that consent at any time in our absolute discretion.
Village by-laws and village rules	
17.4 Does the village have village by-laws?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>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</i>
17.5 Does the operator have other rules for the village.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents committee established	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <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</i>

under the <i>Retirement Villages Act 1999</i>?	<i>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.</i>
---	--

Part 18 – Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:.....
---	--

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

19.1 Does the village maintain a waiting list for entry? If yes, • what is the fee to join the waiting list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No fee
---	---

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
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- 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 village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges 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 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 www.chde.qld.gov.au

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

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

www.qld.gov.au/seniorsliving

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 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

Website: www.chde.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

Website: 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

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

Website: <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

Website: 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

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: www.livablehousingaustralia.org.au/