

Act No. 74 of 1989

RETIREMENT VILLAGES BILL 1988

NEW SOUTH WALES



EXPLANATORY NOTE

(This Explanatory Note relates to this Bill as introduced into Parliament)

The objects of this Bill are—

- (a) to set out the circumstances in which a resident of a retirement village may be required to vacate the premises occupied by the resident; and
- (b) to provide for the resolution of disputes between residents and the management of retirement villages relating to the transfer of residents to different accommodation within villages; and
- (c) to confer jurisdiction on the Residential Tenancies Tribunal to deal with certain matters relating to retirement villages.

The retirement village industry is to be regulated by a code of practice, agreed on after consultation between persons involved in the industry, and made under the Fair Trading Act 1987. Termination of occupation rights in retirement villages and transfers from one kind of accommodation to another in villages will be dealt with under the proposed Act, which will complement the operation of the code. The proposed code of practice is set out at the end of this explanatory note.

PART 1—PRELIMINARY

Clause 1 specifies the short title of the proposed Act.

Clause 2 specifies that the proposed Act is to commence on a day or days to be appointed by proclamation.

Clause 3 defines certain expressions for the purposes of the proposed Act.

Clause 4 provides that the proposed Act will bind the Crown.

Clause 5 applies the proposed Act to retirement villages established before or after the commencement of the clause.

Clause 6 states that the proposed Act will (except where otherwise provided) be construed as being in addition to and not in derogation of any other law of the State.

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PART 2—TENANCY COMMISSIONER

Clause 7 confers on the Tenancy Commissioner certain functions relating to retirement villages and the proposed Act.

Clause 8 enables a resident of a retirement village to be represented in proceedings before the Tribunal by the Tenancy Commissioner or a barrister, solicitor or agent for the Tenancy Commissioner.

Clause 9 empowers the Tenancy Commissioner to take or defend proceedings before the Tribunal on behalf of a resident of a retirement village.

Clause 10 provides for the manner in which the Tenancy Commissioner may take proceedings on behalf of a resident of a retirement village and for costs and other matters in such proceedings.

Clause 11 enables the Tenancy Commissioner to delegate his or her functions under the proposed Act.

Clause 12 excludes the Tenancy Commissioner from liability for acts done or omitted in good faith for the purposes of the proposed Act.

Clause 13 requires the Tenancy Commissioner to prepare and submit an annual report on the proposed Act.

PART 3—RIGHTS OF RESIDENTS AND ADMINISTERING AUTHORITIES

Clause 14 enables a resident of a retirement village to apply to the Tribunal for certain orders in the event of an unresolved dispute between a resident and the administering authority as to the transfer of the resident from one kind of accommodation in the village to another. The clause also empowers the Tribunal to make certain orders, including orders as to the transfer of residents.

The Tribunal may, with the consent of a resident of a retirement village, request a report from the Secretary of the Department of Health or any other person or any body as to a resident's physical or mental capacity where such a dispute arises.

Clause 15 provides that a resident's right to occupy residential premises in a retirement village will terminate only when the resident dies, abandons the residential premises or the relevant residence contract is terminated by the Tribunal or by the resident in accordance with the contract.

Clause 16 enables the administering authority of a retirement village to apply to the Tribunal for an order terminating the residence contract of a resident on the ground that the resident's physical or mental incapacity makes the residential premises unsuitable for occupation by the resident. The clause also empowers the Tribunal to terminate the residence contract and to fix a date by which the resident must vacate the residential premises and to order an administering authority to pay or refund money to a resident.

Clause 17 enables the administering authority of a retirement village to apply to the Tribunal for an order terminating the residence contract of a resident on the ground that the resident has breached the residence contract or the residence rules. Such an order may be made only if the Tribunal is of the opinion that a breach is such as to justify termination, the resident has persistently breached the residence contract or rules or it is otherwise appropriate to do so. The clause also empowers the Tribunal to terminate the residence contract and to fix a date by which the resident must vacate the residential premises.

Clause 18 applies the rules of law relating to mitigation of loss or damage on breach of a contract to a breach of a residence contract.

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Clause 19 enables the Tribunal to waive defects in complying with procedures to terminate residence contracts if it thinks it appropriate to do so in the special circumstances of the particular case.

Clause 20 enables the Tribunal to terminate a residence contract, on the application of the administering authority of a retirement village, where the Tribunal is satisfied that the resident has intentionally or recklessly caused or permitted, or is likely intentionally or recklessly to cause or permit, serious damage or injury.

Clause 21 enables the Tribunal to terminate a residence contract, on the application of the administering authority of a retirement village, where the Tribunal is satisfied that the authority would, in the special circumstances of the case, otherwise suffer undue hardship.

Clause 22 sets out circumstances in which the Tribunal may suspend an order fixing the date for vacation of premises or refuse to make an order terminating a residence contract.

Clause 23 prohibits proceedings from being taken in the Supreme Court, the District Court or a Local Court by the administering authority of a retirement village to recover possession of residential premises occupied by a resident under a residence contract.

Clause 24 prohibits any person from entering residential premises occupied by a resident of a retirement village for the purpose of recovering possession of the premises, except in accordance with a judgment, warrant or order of a court or an order of the Tribunal.

Clause 25 enables the Chairperson of the Tribunal to issue a warrant authorising a sheriff's officer to take possession of residential premises occupied by a resident of a retirement village where an order fixing a date for vacation of the premises has not been complied with.

Clause 26 makes a resident of a retirement village who fails to comply with an order in which a date for vacation of residential premises is fixed liable to pay compensation to the administering authority of the retirement village.

Clause 27 enables the Tribunal, on the application of the administering authority of a retirement village, to declare that residential premises have been abandoned by a resident.

Clause 28 entitles the administering authority of a retirement village to apply to the Tribunal for compensation where residential premises have been abandoned.

Clause 29 sets out procedures for the disposal by the administering authority of a retirement village of goods abandoned by a resident on termination of a residence contract.

Clause 30 makes clauses 14, 15, 23, 24 and 26–29 and the provisions of the proposed Part relating to the termination of residence contracts and recovery of possession of retirement village premises subject to the rights conferred by any freehold of the resident in the premises and any other rights acquired by the resident under a residence contract. It also makes it clear that the Tribunal will not have jurisdiction under the proposed Act to determine any question as to the title to any land.

PART 4—PROCEEDINGS BEFORE TRIBUNAL

Clause 31 prevents the Tribunal from making orders that are inconsistent with any code of practice prescribed under the Fair Trading Act 1987 applying to retirement villages or with a residence contract.

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Clause 32 provides for the monetary jurisdiction of the Tribunal to be unlimited for the purposes of proceedings under the proposed Act.

Clause 33 empowers the Tribunal to extend the time for the doing of things under the proposed Act.

Clause 34 requires the Registrar of the Tribunal to give notice of proceedings under the proposed Act to the Protective Commissioner and any guardian of a party to the proceedings if the party is a protected person or has a guardian. The Tribunal may also notify any other person it thinks fit of any proceedings under the proposed Act.

Clause 35 gives the Tribunal a discretion to hold proceedings under the proposed Act as in closed court.

Clause 36 enables an administering authority of a retirement village to be represented by its agent in proceedings before the Tribunal with the approval of the Tribunal.

Clause 37 enables the Tribunal to bring to the attention of the Tenancy Commissioner the conduct of the administering authority of a retirement village in a particular matter.

PART 5—MISCELLANEOUS

Clause 38 states that the proposed Act has effect despite any stipulation to the contrary in any contract, agreement, scheme or arrangement and makes it an offence to enter into any contract, agreement, scheme or arrangement with the intention of defeating, evading or preventing the operation of the proposed Act.

Clause 39 provides for the costs of the administration of the proposed Act to be paid out of the Rental Bond Interest Account and a fund (to be nominated by the Minister and approved by the Treasurer) established under the Auctioneers and Agents Act 1941.

Clause 40 makes it an offence for a person to disclose information received by the person in connection with the administration or execution of the proposed Act.

Clause 41 sets out the manner in which proceedings for offences against the proposed Act or the regulations will be dealt with.

Clause 42 provides that nothing in the proposed Act will limit the operation of the Contracts Review Act 1980.

Clause 43 makes a director or a manager of a corporation who knowingly authorises or permits a contravention by the corporation of the proposed Act or regulations under the proposed Act liable to be convicted of contravening the proposed Act or those regulations.

Clause 44 makes it an offence for a person to aid, abet, counsel or procure, induce or attempt to induce or knowingly be concerned in the commission of, or be a party to or conspire to commit, an offence against the proposed Act or regulations under the proposed Act.

Clause 45 sets out the manner in which documents required to be given to a resident or the administering authority of a retirement village may be served.

Clause 46 contains a regulation-making power.

Clause 47 gives effect to the Schedule of savings and transitional provisions.

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SCHEDULE 1—SAVINGS AND TRANSITIONAL PROVISIONS

This Schedule contains a provision making it clear that the proposed Act will not apply to disputes relating to transfers of residents which occurred, or proceedings for termination of residence contracts or possession of premises which commenced, before the proposed provision commences. The Schedule also contains a power to make regulations containing provisions of a savings or transitional nature consequent on the enactment of the proposed Act.

**DRAFT RETIREMENT VILLAGE INDUSTRY
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FOREWORD

An increasing number of retired people are finding the concept of retirement villages attractive. These villages exist in a number of forms with a range of tenures, accommodation types and care facilities being available within the industry as a whole. Given the importance of the decision on whether to enter a retirement village, and if so which one, it is fitting that the industry should be selected for the first code of practice to be prescribed in New South Wales.

This code model is the product of extensive consultation between relevant industry and consumer groups, the former Department of Consumer Affairs and the Department of Housing. It covers promotion and sale of village accommodation, entry arrangements (including contracts), management of villages, termination of residence and resolution of disputes. It, together with the Retirement Villages Act 1988, provides a responsible and flexible package for the regulation of the retirement village industry that safeguards residents' rights and provides clear guidelines for the industry.

Application

The provisions of this Code are mandatory and compliance with the Code can be enforced under the Fair Trading Act 1987. The Code applies to all who promote, develop and manage or are residents of resident-funded retirement villages, including the Crown. It applies to existing as well as to new retirement villages.

Strata Titles Schemes

Where accommodation in a retirement village is secured by strata title, the provisions of the Strata Titles Act 1973 apply.

Contracts Review Act 1980

The provisions of this Code should be read in conjunction with other relevant legislation. Specifically, the Contracts Review Act 1980 is applicable to residence contracts and other contracts concerning retirement villages.

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Compliance

Compliance with this Code will be monitored by the Tenancy Commissioner within the Department of Housing and can be enforced under the Fair Trading Act 1987 and through the Commercial Tribunal.

Review

The code of practice format has been adopted because of its inherent flexibility. Using the broad framework of the Fair Trading Act 1987 the Code allows the Government to introduce regulations that meet the needs of all parties in specific industries while avoiding the complexities and expense of detailed legislation. As part of this flexible approach, it is intended that the effectiveness of the Code will be reviewed periodically in consultation with industry and relevant organisations and amendments will be made as may be appropriate.

PART 1—OBJECTIVES AND PRINCIPLES

This Code sets out what is considered good practice in the promotion, sale and operation of retirement villages and is complementary to the Retirement Villages Act 1988.

Objectives of Code

The objectives of the Code are—

- (a) to clarify the rights and obligations of residents and management of retirement villages and thereby promote fair trading practices in the retirement villages industry; and
- (b) to facilitate the disclosure to interested persons of all important information relevant to a person who is considering entering a particular retirement village; and
- (c) to require contract documents for retirement village accommodation to contain full details of the obligations and entitlements of residents and management; and
- (d) to facilitate resident input where desired by residents into the management of retirement villages; and
- (e) to establish appropriate mechanisms for the resolution of any disputes between residents and management or between residents; and
- (f) to encourage the promotion and development of resident-funded villages in accordance with the Code.

General Principles

The general principles guiding all those involved in the retirement village industry are that—

- (a) the well-being and interests of residents should be given the utmost consideration; and
- (b) the freedom of decision and action of residents should be restricted as little as possible and should be acknowledged in the relationship between residents and management of retirement villages; and
- (c) the importance of maintaining and facilitating the relationships of residents with their families and past and present communities and of taking account of the cultural, religious and linguistic backgrounds of residents should be recognised; and

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- (d) residents should be encouraged to exercise, and in no way be inhibited from exercising, self-reliance in matters relating to their personal, domestic and financial affairs; and
- (e) residents should be treated fairly and be protected from abuse and exploitation.

PART 2—BASIC RIGHTS OF RESIDENTS AND MANAGEMENT**Residents' Privacy**

Residents have a basic right to privacy in personal accommodation, which must be respected by management. The management has the responsibility of facilitating the residents' quiet enjoyment of both personal accommodation and communal amenities.

Autonomy of Personal and Financial Affairs

Residents also have the right to complete autonomy over personal, financial and other matters and possessions. Residents shall also be given access to any personal file created by the management of a retirement village on them.

Sound Management

All parties must recognise the basic need for the management of the village to be conducted in a sensible and financially prudent manner.

PART 3—DISCLOSURE OF INFORMATION**Management Obligation**

All information and contracts relating to a retirement village are to be written in clear, concise and plain English avoiding vague or ambiguous statements. They are to fully disclose all of the arrangements which will apply in relation to a resident's occupation of the village.

Resident Obligation

Residents have an obligation to inform themselves about the residence contract and any other contracts relating to their residence in the retirement village and should get independent legal advice before signing any documents.

Disclosures in Advertising and Sales Promotion

All promotional material or sales material provided by the management of a retirement village about the village, whether in written or oral form, shall be truthful, accurate, unambiguous and entirely consistent with the provisions of this Code, the Fair Trading Act 1987 and the Retirement Villages Act 1988.

Development Consents

Any necessary development consents must be obtained from all relevant authorities before any sales promotion of a retirement village may be undertaken, provided that this does not preclude the carrying out of a market survey prior to any sales promotion. Where the development consent includes a requirement that the developer provide certain services for the life of the development, that requirement must be disclosed to the prospective resident under this Code.

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Hostel and Nursing Home Approvals

Similarly, as hostels and nursing homes require licences to operate, any relevant approvals from the New South Wales Departments of Family and Community Services and Health or the Commonwealth Department of Community Services and Health must be obtained before such facilities are promoted as being available or associated with a retirement village.

Nursing Home Entry

Where any reference is made to nursing homes in any promotional material or sales material provided by the management of a retirement village, the following information on the terms of entry to such facilities must be included:

“You should be aware that current Commonwealth policy guidelines on admission to nursing homes require places to be allocated on a ‘needs’ basis. It is impossible for any organisation providing services for older people to guarantee admission to a nursing home.”

The above is applicable unless the nursing home facility is fully resident-funded.

Proposed Facilities and Services

Proposed facilities and services which are referred to in promotions or sales material must be accompanied by an unequivocal assurance of implementation. Any conditions on which their realisation depends are to be stated.

Disclosure of Fees, Charges etc.

Financial and Other Information

The management of a retirement village must make the following information available in writing to a prospective resident of the retirement village before the prospective resident enters into any contract relating to the village:

- a list of all costs payable by the prospective resident to enter the village;
- a list of all periodical charges or fees payable by a resident;
- a list of services provided for those fees;
- a list of any additional or optional services provided and the cost of those;
- where a village offers a range of accommodation (e.g. self-care and hostel units), details of the costs associated with moving to and living in the alternative accommodation;
- detailed budget, including any provisions for future maintenance, for the village for the current financial year if the village is already operating, or the projected budget if it is under construction— if such budget extends to things other than the village, then adequate details must be provided;
- a copy of Schedule A to this Code containing written answers to the questions set out in that Schedule;
- a copy of the check list under Schedule B to this Code;
- a copy of the village rules (including any by-laws of the body corporate under the Strata Titles Act 1973);
- a clear explanation of the refund entitlement, if any, of a resident, if the resident or manager terminates the residence contract. It must include any fees or commissions charged by management on termination of a contract and detail the method used to make such determinations. This is to enable a prospective resident to determine the final return due after say 1, 2, 5 and 10 years. This is to allow a meaningful comparison between the financial packages offered by different retirement villages.

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Contract Information

Title and Tenure

The residence contract must fully disclose the legal basis of occupancy and the type and length of tenure secured in return for the payment of entry. Specifically, the contract must clearly state how a right of residence is created and how it is secured.

Cooling-off Period

All residence contracts and any other associated contracts relating to a retirement village entered into after the commencement of the Code must provide for a "cooling-off" period of a minimum of five working days, in which period a resident may withdraw from the contract by giving notice in writing to the management of the retirement village or its agent without loss or penalty.

The taking up of residency within the five day period will be considered to be a waiver of all or that part of the cooling-off period which remains.

Accommodation

The residence contract documents must include or be accompanied by plans that show the location, floor plan and significant dimensions of the accommodation. They must also include plans showing the location, floor areas and other features of any separate carport, garage, storage areas or other area allocated to the resident. The fixtures, fittings and furnishings which are to be provided must be listed. Finally, any items for which maintenance will be the resident's responsibility or which are not covered by maintenance fees payable by the resident, must be so identified.

Services and Facilities

Contracts between management and a resident relating to a retirement village must detail all services and facilities that are to be provided by the management. This detail must include information on who is providing the service and whether there is a separate charge for its use. Where a service is provided by an independent agency, any potential restrictions on access to the service must be clearly stated (e.g. some services may have eligibility criteria or waiting lists).

Accommodation Charges and Refund Provisions

All accommodation charges (i.e. any payment that is required to secure accommodation in the retirement village) must be fully specified in the residence contract together with the resident's rights to a refund on termination of the contract. If there is to be a refund, the contract must set out in full the method of calculation and the time for payment and relevant conditions. If there is not to be a refund, the contract must specify that fact.

Regular Maintenance and Service Charges

The residence contract and any other contract between the management and a resident of a retirement village must contain all details necessary to provide a resident with an understanding of what his or her recurrent charges will be, when they must be paid and what will be provided in exchange for those charges. Recurrent charges for the current financial year of any such contract and the basis for their future determination must be set out in the contract.

Deferred Management Fee

Where a deferred management fee is payable by a resident on departure, or sale of, or other termination of a residence contract, the fee or the basis for its determination must be clearly set out in the residence contract.

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Relocation

The circumstances (if any) in which a resident may transfer from a fully independent self-care unit to another type of accommodation in a retirement village, such as a hostel, must be disclosed in the residence contract (or in any other relevant contract entered into by a resident) together with the financial and other arrangements which would apply in the event of such a transfer. Where there is a dispute about the transfer of a resident within a village it is to be treated in the manner provided by this Code and the Retirement Villages Act 1988.

Code of Practice, Retirement Villages Act 1988

The residence contract must draw the resident's attention to the existence of this Code and the Retirement Villages Act 1988 and refer to the rights of residents to have disputes heard by the retirement village's Disputes Committee with further rights to go to the Appeals Panel established under this Code should the matter remain unresolved. It must also refer to the provisions of this Code relating to the involvement of residents in management.

PART 4—TERMINATION OF CONTRACTS

Retirement villages are clearly marketed by the industry as permanent accommodation for residents of such villages. Therefore, a residence contract may only be terminated in a limited number of circumstances set out in the Retirement Villages Act 1988 or in the contract.

Termination by Management

In accordance with that Act, the termination of a residence contract by the management of a retirement village will have no effect unless it is confirmed by the Residential Tenancies Tribunal. Under that Act, the management may apply to the Tribunal to terminate a residence contract on the following grounds:

- (a) that the resident's physical or mental health is such as to make the residential premises unsuitable for occupation by the resident;
- (b) that the resident has breached the residence contract or residence rules and has failed to rectify the breach;
- (c) that the management would suffer undue hardship if the residence contract was not terminated;
- (d) that the resident has intentionally or recklessly caused or permitted or is likely intentionally or recklessly to cause or permit serious damage to the residential premises or injury to the management, an employee of the management or another resident.

The residence contract must contain a statement of the management's rights to terminate the contract under that Act and a statement that the termination has no effect unless it is confirmed by the Tribunal.

Notice of Termination by Management

Where the management of a retirement village seeks to terminate a residence contract for any reason it must give the resident fourteen days' written notice of its intention to apply to the Tribunal for an order terminating the contract. Where a termination is being sought due to a breach of the residence contract or residence rules, a notice of intention to terminate given by the management must specify the breach. A notice of termination must clearly set out the grounds for the application and must clearly state that the contract cannot be terminated without an order by the Tribunal and refer to the relevant provisions of the Retirement Villages Act 1988.

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Payments on Termination by Management

Where termination of a residence contract has been initiated by the management of a retirement village, it must pay the resident any money to which she or he is entitled under the contract within one month of the termination of the contract or within fourteen days of the next resident taking occupation, whichever first occurs.

Termination by Residents

The manner in which a resident may terminate a residence contract must be set out in the contract. The maximum notice that may be required of a resident is one month's written notice of intention to terminate a contract.

A residence contract is also terminated if the resident dies or abandons the residential premises occupied by the resident.

Payments on Termination by Resident

Where termination of a residence contract has been effected by the resident, the management of the retirement village must pay the resident any money due under the contract within six months of receiving written notice, provided that this payment should not be sooner than one month after the vacation of the residential premises unless a succeeding resident has taken occupation. Where a succeeding resident has taken occupation, the management must pay the resident any amounts owing within fourteen days of the premises being so occupied.

PART 5—VILLAGE MANAGEMENT

In keeping with the objective of facilitating resident input (where desired) into management of retirement villages and with the principle of restricting as little as possible the freedom of decision and action of residents, it is the responsibility of management to create appropriate structures for resident input into management (where desired by residents) in consultation with current residents.

Such structures must allow for residents—

- to be provided with the current year's detailed budget and to be provided with the audited accounts of actual expenditure against budget within four months of the end of each financial year.
- to have input into and agree to the budget for each financial year. The budget should contain sufficient information to explain any increase in fees and would normally include the costs of services, a general maintenance work plan and, where appropriate, details of any upgrading or expansion of facilities and changes or additions to existing services.
- to have input into and agree to any change to services or facilities which involves either increased costs to residents (beyond those agreed to in the retirement village's budget) or may lead to loss of amenity by the residents.
- to have input into and agree to proposals for the upgrading of buildings, fixtures or fittings where they are financing either the whole or part of the capital or recurrent costs of the work. Where possible, such upgrading recommendations should form part of the annual budget.
- to contribute to the formation of a Disputes Committee.
- to contribute to the establishment of any set of village rules and have input into and agree to any amendment or addition to existing village rules. Village rules must accord with the General Principles stated in Part 1 of this Code.

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While management must provide appropriate structures every resident may choose the extent to which she or he wishes to participate in the affairs of the retirement village.

PART 6—DISPUTE RESOLUTION**Disputes Committee**

The management of a retirement village is required to convene a Disputes Committee to hear and mediate disputes that arise within the village. The Disputes Committee will be a panel comprising three independent persons, being—

- a person appointed by residents;
- a person representing the management; and
- a person agreed to by both the resident and management representatives.

Applications to Disputes Committee

Where a dispute arises within the charter of the Disputes Committee (as decided by the residents and management of a retirement village), either a resident or the management may apply to the village's Disputes Committee to have the matter heard. The Committee should meet as soon as possible after being notified of a dispute and may hear or mediate the matter in any manner it thinks appropriate. The Committee must then advise the parties to the dispute, in writing, of its decision within 30 days of receiving notice of the dispute.

Appeal Mechanism

Applications to an Appeals Panel (of 3 members and involving persons external to the industry but nominated by relevant industry and consumer bodies) may be made in writing in the following circumstances:

- where the Village Disputes Committee declines to hear or determine the matter;
- where either party to a dispute is unsatisfied with the determination of the Village Disputes Committee;
- where a party to a dispute is able to establish to the satisfaction of the Panel that the circumstances of the matter are such that the Panel should hear the case without initial hearing by the Village Disputes Committee.

The Appeals Panel should meet as soon as possible after being notified of an application and may hear or mediate the matter in any manner it thinks appropriate. The Panel must then advise the parties to the dispute, in writing, of its decision within 30 days of receiving notice of the dispute.

**SCHEDULE A—QUESTIONS TO BE ANSWERED BY
MANAGEMENT OF RETIREMENT VILLAGES**

1. Does a prospective resident have to supply a medical certificate or report to certify her/his ability to live independently?
2. Does a resident have to provide documentation of her/his medical condition and medications? If so, who will have access to it?
3. What restrictions are there on a resident in the use of her/his unit and the village facilities with regard to:
 - having someone else live with her/him;
 - having visitors, including overnight or short stay guests;
 - car parking;
 - pets;
 - other restrictions?

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4. What type of public, private or village transport is available to residents?
5. If the unit is still under construction, does a resident have a say in the design, construction or furnishing of her/his unit?
6. Can a resident's contract be terminated? Under what conditions? (The conditions must include the procedures to be followed under the Retirement Villages Act 1988.)
7. Can a resident move or be moved from one part of the village to another and, if so, under what circumstances?
8. What arrangements exist for residents to participate in the management of the village? Are residents actively involved in making village rules and setting fees and charges?
9. What protection does a resident have against a loss of rights (including accommodation rights) if the village is sold to another organisation?
10. Can residents be made liable for any additional or extraordinary charges and, if so, for what purposes?
11. Are there any restrictions on the resident on the sale of her/his unit? What happens if there is a dispute over the sale price?
12. What is the background and experience of the retirement village's senior management?

SCHEDULE B—RESIDENTS CHECK LIST

It is important for you to carefully read and consider the following questions before deciding to enter any retirement village.

If, after reading through the list, you are uncertain as to aspects of the village, or its suitability for you, seek further advice.

1. Have I fully discussed my decision to enter a retirement village with my family, friends or adviser?
2. If I am considering moving to a retirement village because the housework, gardening and general maintenance has become too much, have I fully considered other options? For example, obtaining home help or handyperson help, or moving to a smaller unit in the same neighbourhood.
3. Have I received adequate information about the retirement village I have chosen? Have I shown the documents to my solicitor or a Chamber Magistrate? Am I satisfied that I fully understand the contract that I am signing?
4. Do I know that the lifestyle of the village (including social activities and religion) will suit me? Have I spoken to any residents of the village?
5. Will the village and my unit be readily accessible if I become disabled and need a wheelchair or walking aid? What alternatives do I have if I become too frail to live alone?
6. Does the village provide nursing care, an emergency call system and other facilities specially designed for the elderly? Do these meet my present and likely future needs?
7. Have I looked at a number of villages to compare the facilities and financial arrangements?
8. Can I afford to live in the village I have chosen and what are the financial consequences for me if I do not like living in the village and wish to move out?

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SCHEDULE C—DEFINITIONS

In this Code—

“management”, in relation to a retirement village, means the person by or on whose behalf the retirement village is administered, and includes a person (other than a resident) who owns land within the village;

“residence contract” means a contract, agreement, scheme or arrangement by which a person obtains the right to occupy residential premises in a retirement village, and may take the form of a lease or licence;

“resident” means a person who occupies residential premises in a retirement village under a residence contract, and includes a person who occupies such premises and who is or was the spouse or de facto partner of such a person;

“retirement village” means a complex containing residential premises (whether or not including hostel units) predominantly or exclusively occupied, or intended to be predominantly or exclusively occupied, by retired persons in pursuance of—

(a) a residential tenancy agreement or any other lease or licence; or

(b) a right conferred by shares; or

(c) the ownership of residential premises subject to a right or option of repurchase or conditions restricting the subsequent disposal of the premises,

and for the right to occupy residential premises in which those persons are or will be required to pay or donate money;

“village rules” means the rules with which residents of a retirement village are expected by the management to comply, and includes any by-laws (to which the residents are subject) in force under the Strata Titles Act 1973.
