

South Australia

## Retirement Villages Regulations 2002

under the *Retirement Villages Act 1987*

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### 1—Short title

These regulations may be cited as the *Retirement Villages Regulations 2002*.

## 2—Commencement

These regulations will come into operation on the day on which the *Retirement Villages (Miscellaneous) Amendment Act 2001* comes into operation.

## 3—Revocation

The *Retirement Villages Regulations 1987* (see *Gazette 25.7.1987 p1662*), as varied, are revoked.

## 4—Interpretation

- (1) In these regulations—

*Act* means the *Retirement Villages Act 1987*.

- (2) In these regulations, a reference to a form of a particular number is a reference to a form of that number set out in Schedule 1.

## 5—"Premium"—excluded payments

A payment of less than \$1 000 is excluded from the ambit of the definition of *premium* in section 3 of the Act.

## 6—Residence contracts

- (1) For the purposes of section 6 of the Act—

- (a) a notice of a person's rights under section 6 of the Act must be in the form of Form 1; and
- (b) a statement that must be completed by the administering authority must be in the form of Form 2<sup>1</sup>; and
- (c) the following documents are prescribed:
  - (i) a copy of the proposed residence contract; and
  - (ii) a copy of the code of conduct set out in Schedule 3; and
  - (iii) the statements and other financial information last presented to residents of the retirement village under section 10(5)(a) of the Act; and
  - (iv) a written statement of any subsequent change which affects, to a material degree, any statement or other information provided under subparagraph (iii) and which could reasonably be expected to influence the prospective resident's decision to enter the village; and
  - (v) a copy of the administering authority's remarketing policy under regulation 11; and
  - (vi) a *Premises Condition Report* relating to the relevant unit (see Form 2).

- (2) A residence contract should, insofar as is reasonably practicable, be expressed plainly and in gender neutral language and, without limiting any other terms or conditions agreed between the parties, must include the following headings (printed below in capital letters) and comply with the following requirements:
- (a) **Names of parties**

The contract must include the full names of all parties to the contract, and the full address of the administering authority;
  - (b) **Name and address of the retirement village**

The contract must set out the name of the retirement village and its full address;
  - (c) **Description of accommodation**

The contract must identify the unit to be occupied by the resident and give a reasonable description of its features;
  - (d) **Tenure**

The contract must specify the form of tenure that will apply to the resident under the retirement village scheme, and the terms and conditions of that tenure;
  - (e) **Premium**

The contract must specify the amount of any premium payable by the resident, the basis on which the premium is paid, and the date on which the premium is payable. The contract must also set out the terms and conditions under which the premium will be repaid and the basis on which the amount of any repayment will be calculated;
  - (f) **Fees and charges**

The contract must specify the various fees and charges payable by the resident, distinguishing between recurrent charges, deferred fees and other fees. The contract must specify when each fee or charge is payable and the amount of the fee or charge, or its method of calculation. Any right to vary the fee or charge must be specified. The contract must also identify any fee or charge that will continue to be payable if the resident is absent from the retirement village, or ceases to reside in the retirement village. The contract must specify when any such fee or charge will cease to be payable;
  - (g) **Facilities and services**

The contract must specify any facilities that are to be specifically provided for the benefit of the resident, and any work to be undertaken by the administering authority. The contract must also specify all services that the administering authority will provide for the benefit of the resident;
  - (h) **Communal facilities**

The contract must describe the communal facilities available to residents of the retirement village;

(i) **Termination of residence rights**

The contract must specify the action which must be taken in order to terminate the contract and the steps, if any, that a party agrees to undertake after a termination;

(j) **Other accommodation**

The contract must specify any agreement as to any further care or accommodation that may be provided to the resident in the future;

(k) **Settling-in period**

The contract must specify any agreement between the parties with respect to the resident's settling-in period (including any amounts that may be payable by the resident if he or she terminates the contract during that period and, if relevant, any extension to the settling-in period specified by the Act);

(l) **Disputes**

The contract must specify the procedures for the resolution of a dispute within the retirement village;

(m) **Trustee**

The contract must set out the terms of conditions on which a trustee has been appointed for the purposes of the retirement village scheme (insofar as any such trustee is involved in holding moneys paid by the resident on trust, or is available or responsible to represent the interests of the resident), and any rights that the resident may have by virtue of that appointment.

**Note—**

- 1 This form may be signed by a person duly authorised to act on behalf of the administering authority.

## **7—Termination of residence rights**

- (1) An application to the Tribunal under section 7(3) or (4) of the Act must—
- (a) be made within 60 days after the date of the notice under section 7(8) of the Act; and
  - (b) be in the form of Form 4 and be accompanied by the prescribed fee under Schedule 2.
- (2) An order for ejection under section 7(7) of the Act may be made on the application of the administering authority and—
- (a) the application must be in the form of Form 5 and be accompanied by the prescribed fee under Schedule 2; and
  - (b) section 93 of the *Residential Tenancies Act 1995* applies to an order for ejection as if it were an order for possession of premises.
- (3) A notice under section 7(8) of the Act must be in the form of Form 3.

## **8—Application for extension of prescribed period**

An application to the Tribunal under section 9A(2c) of the Act must be in the form of Form 6 and be accompanied by the prescribed fee under Schedule 2.

## **9—Meetings of residents—financial information**

The following information is prescribed for the purposes of section 10(5)(a)(iv) of the Act:

- (a) a statement of the proportion (if any) of premiums received during the previous financial year used, or to be used, for purposes similar to those for which recurrent charges are used;
- (b) a statement of the amount of money received from residents and held in reserve for establishment, or maintenance, refurbishment or replacement, of facilities at the retirement village, stating what payments were made from those reserves during the previous financial year;
- (c) a statement of the amount of any expenditure during the previous financial year for which residents were or will be liable, being expenditure not otherwise accounted for under this regulation or section 10(5) of the Act.

## **10—Standards for financial information**

Any information provided under section 10(5)(a) or 10AAA(1) of the Act must be in a form that shows specific information for the particular retirement village (and if the retirement village has more than one site, this information must specifically relate to the site at which the relevant resident or residents reside).

## **11—Remarketing policy**

An administering authority must have a policy that sets out the procedures to be followed, and the rights, responsibilities and obligations of each party, in relation to the remarketing of a unit after the resident has given notice of a decision to vacate the unit, or after some other event that means that the resident will no longer be residing in the retirement village.

## **12—Resolution of disputes**

An application to the Tribunal under section 14 of the Act must be in the form of Form 7 and must be accompanied by the prescribed fee under Schedule 2.

## **13—Endorsement of certificates of title**

An application to the Registrar-General under section 15(2) or (4) of the Act must—

- (a) be in a form determined by the Registrar-General; and
- (b) be endorsed with a certificate as required by section 273(1) of the *Real Property Act 1886*; and
- (c) be accompanied by the appropriate fee under the *Real Property Act (Fees) Regulations 1991*.

## **14—Fees**

The fees prescribed in Schedule 2 are payable for the purposes specified.

## **15—Code of conduct**

Pursuant to section 21A of the Act, the code set out in Schedule 3 is prescribed as a code of conduct to be observed by administering authorities.

## 16—Forms generally

- (1) A form to be completed by an administering authority may be completed by a person duly authorised to act on behalf of the administering authority.
- (2) A form—
  - (a) must be completed in accordance with the instructions contained in the form; and
  - (b) must include the information indicated as being required,and, if a form indicates that a particular document is to accompany the form, that document must be attached to the form or otherwise lodged with the form.
- (3) Form 2, and any document accompanying that form, must be signed and dated—
  - (a) by the administering authority (or by a person duly authorised to act on behalf of the administering authority); and
  - (b) by the resident.
- (4) Pursuant to section 23(2)(ba) of the Act, a residence contract or other document required to be given to a person under section 6(2) of the Act must be printed in not less than 12 point type face (and must be in either Roman, Italic or Sans Serif style).

## 17—Offence

A person who breaches, or fails to comply with, a provision of these regulations is guilty of an offence.

Maximum penalty: \$2 500.

## Schedule 1—Forms

### Form 1

#### Notice to a prospective resident of a retirement village

(Retirement Villages Act 1987, section 6(2)(b))

TO: (name)..... of (address) .....

.....

THIS NOTICE SETS OUT VARIOUS LEGAL RIGHTS YOU WILL HAVE IF YOU ENTER INTO A CONTRACT TO BECOME A RESIDENT OF THE (name) ..... RETIREMENT VILLAGE AT (address) .....

.....

Note—

The administering authority of the village is (name, in block letters) .....

of (address) .....

.....

#### 1 "COOLING-OFF" RIGHTS

You have the right to rescind (ie cancel) a contract to become a resident of the above retirement village.

If you receive this notice *before* you enter into such a contract, you may rescind the contract within 15 business days after the date of the contract.

If you receive this notice *after* you enter into such a contract, you may rescind the contract within 15 business days after you receive this notice.

To rescind a contract, you must give notice in writing to the above administering authority. This notice should state that you have decided to rescind the contract, and it must be delivered personally or posted.

If you rescind a contract, you are entitled to a refund of any money paid by you under the contract.

Before deciding to enter into a contract or to rescind a contract, you should read and consider carefully the rest of this notice and the documents you received with this notice, including the checklist of questions relating to retirement villages generally and the rules binding residents at the above retirement village ("the residence rules").

#### 2 RIGHTS UNDER THE RETIREMENT VILLAGES ACT 1987

The *Retirement Villages Act 1987* sets out various rights you will have if you enter into a contract to become a resident of a retirement village, and these rights cannot be excluded by contract. Some of these statutory rights are briefly described below.

(You can buy a copy of the Act from Information SA or inspect it at the Office for the Ageing or most Public Libraries. You may also find a copy of the Act on the Internet. For example, go to [www.sacentral.sa.gov.au](http://www.sacentral.sa.gov.au).)

*Section 7—The right to stay*

As a resident at a retirement village, you will have a right of occupation of a unit that will continue until your death unless it is terminated before then. It can be terminated by agreement between you and the administering authority. The administering authority may ask you to leave but if you do not want to go, your right of occupation can only be terminated if the administering authority convinces the Residential Tenancies Tribunal that you have committed a serious breach of the residence rules or that you are mentally or physically incapable of remaining at the village.

If the retirement village fails financially, your right of occupation cannot be terminated except by a mortgagee under a mortgage that was in existence at the date the Act came into effect—30 June 1987.

You will also be entitled to a settling-in period after you begin to occupy your unit. You cannot be required to pay any monetary penalty if you decide to leave the retirement village during this settling-in period, but may be required to pay rent (at market rates) and other amounts for your occupation of the unit. The usual settling-in period is 90 days from the day on which you commence to occupy your unit. Your contract may specify a longer period.

*Section 9—Service contracts and premiums*

You will be able to enforce your rights under a service contract, or for repayment of your premium (ie the lump sum paid on entry into the retirement village), against the administering authority or the owner of the land used for the village.

*Section 10—Recurrent charges and specific purpose fund(s)*

The administering authority of the retirement village must hold an annual residents' meeting within four months of the end of each financial year. At that meeting it must present (a) audited financial statements showing income and expenditure for each fund for the retirement village for the last financial year; and (b) a statement showing projected income and expenditure for the ensuing financial year. Residents must have a reasonable opportunity to put questions. A special, or extraordinary, levy can be imposed only if it is authorised by a special resolution (ie three-quarter's majority) at a residents' meeting.

*Section 11—Harsh or unconscionable residence rules*

A harsh or unconscionable residence rule will be void ie of no effect. A dispute as to whether a rule is harsh or unconscionable may be taken to the Residential Tenancies Tribunal (see below) or to a court.

*Section 12—Copies of residence rules*

You will be entitled to receive a copy of the residence rules and other relevant documents (see Form 2). If the residence rules are altered, an amended set will be issued to you.

*Section 14—Disputes*

If a dispute arises between you and the administering authority of the retirement village, either party will be entitled to apply to the Residential Tenancies Tribunal for resolution of the matter. However, the Tribunal can refuse to hear the dispute if it appears that the dispute could be adequately dealt with under rules for the resolution of disputes established by the administering authority. Normally the internal procedures for resolving disputes should be followed before an application is made to the Residential Tenancies Tribunal. Other matters may also be brought before the Residential Tenancies Tribunal for resolution.



### 3 RIGHTS UNDER THE CONTRACT

If you enter into a contract to become a resident of a retirement village, you will have various rights and duties under that contract in addition to the rights referred to above.

You should read such a contract carefully and seek legal advice if you are uncertain as to the meaning or effect of any terms.

You should also be certain that you understand the rights and liabilities that are set out in the documents you received with this notice. These rights and liabilities may, in certain circumstances, have contractual force.

**If you are uncertain as to any of the matters set out above, or about your rights and duties under contract or the provisions of the *Retirement Villages Act 1987*, you should seek independent advice from a solicitor, the Legal Services Commission, a community legal service, a financial adviser, or the Office for the Ageing.**

**If, after you become a resident of a retirement village, you believe that any of your rights have been infringed, you should first approach the administering authority, and if you are still not satisfied you should seek independent advice.**

## Form 2

### Disclosure statement

*(Retirement Villages Act 1987, section 6(2)(a))*

**You should seek independent legal advice from a solicitor, the Legal Services Commission, or a community legal service about your rights and duties under the proposed contract and any matters set out in this form.**

**You have a period of fifteen (15) business days after the date on which you receive a completed Form 1 entitled "Notice to a Prospective Resident of a Retirement Village" in which you may withdraw from the contract and receive a full refund of any monies you have paid to the administering authority. However, should you seek to withdraw from the contract after the period of fifteen (15) business days have passed, your rights, particularly to any refund of monies, and your obligations will be subject to the conditions of the contract you have signed.**

**You are advised to read and carefully consider these documents.**

This document must be attached to a completed Form 1 entitled "Notice to a Prospective Resident of a Retirement Village" and must also be accompanied by the following documents:

- 1 a copy of the proposed residence contract; and
- 2 a copy of the code of conduct that applies to administering authorities under the *Retirement Villages Act 1987*; and
- 3 a copy of the residence rules; and
- 4 a copy of the financial statements presented at the last annual meeting of residents in accordance with section 10(5)(a) of the *Retirement Villages Act 1987*, including a written statement of any subsequent change in the affairs of the retirement village and the administering authority that may significantly affect the prospective resident's decision to enter the village; and
- 5 a copy of Schedule 2 of the *Retirement Villages Act 1987*; and
- 6 a copy of the administering authority's remarketing policy; and
- 7 a "Premises Condition Report" relating to the relevant unit.

(In all sections of this form, cross out items that are not applicable, including because of an exemption under the Act, and add information where required.)

An administering authority may provide information required by this form by reference to an attached document.

This form, and any attachment, must be signed and dated by the administering authority (or by a person duly authorised to act on behalf of the administering authority), and by the resident.

#### 1 YOUR ACCOMMODATION

1.1 You will be occupying Unit No ..... at .....

.....  
*(full address and name of retirement village)*

1.2 The unit is an Independent Living Unit/Serviced Apartment/Other Type *(specify)*  
..... of approximately .....  
square metres in accordance with Plan B attached to this form.

1.3 The location of the unit within the village is noted on Plan A attached.

1.4 The layout of the unit is detailed in Plan B attached, and also consult section 5 of this document.

2 YOUR TENURE

2.1 The title to the land on which the village or collection of units is located has/has not been endorsed in accordance with the *Retirement Villages Act 1987*.

2.2 You will receive a:

\* Community title

\* Strata title

\* Lease

\* Licence to occupy

\* Other tenure (*describe*).....

2.3 The land on which the village is located is owned by:.....

2.4 It is endorsed with:

\* a mortgage (or mortgages) to .....

totalling \$.....registered on .....

This mortgage does/does not take priority over the interests of residents.

\* a lease (or leases) to .....

Other endorsements (*Give full details*)

2.5 You are entitled to a settling-in period. If you terminate your right to occupy your unit during this period, you are liable to pay—

(a) fair market rent for your period of occupation of the unit, less any amounts paid for services that would otherwise have been included in an assessment of fair market rent; and

(b) the following additional amounts:

However, no penalty will be imposed if you terminate your right to occupy the unit during your settling-in period.

The length of the settling-in period is .....

3 YOUR PAYMENTS

3.1 Premium

**Note—**

**You may not receive all of the premium, fees and/or charges back if you decide to leave the village. You are advised to calculate your refund amount by consulting the administering authority and section 4 of this document, and by obtaining independent legal or financial advice as necessary.**

The amount of the premium required to occupy your unit is \$.....

This premium is:

\* a loan to the administering authority with no interest payable/interest rate payable at .....% per annum

\* a non-refundable gift or donation to the administering authority of \$.....

- \* a purchase price of \$.....
- \* other (*specify*)

.....  
 In addition, you will be required to pay the following fees and charges to secure initial occupation of your unit. (The description and amount of each additional fee and/or charge must be disclosed.)

Description	Amount
.....	\$.....
.....	\$.....
.....	\$.....

3.2 Recurrent Charges—(Ongoing fees paid regularly during occupation)

**Note—**  
 Under the *Retirement Villages Act 1987*, the administering authority cannot increase these fees by more than an amount that is justifiable. The amount of any increase must be shown as justifiable by the administering authority presenting an estimate of expenditure to a proper meeting of residents. You should be aware, however, that the administering authority does not need the approval of residents to increase fees to any justifiable amount.

This section must be completed for each applicable type of recurrent charge.

Name of Fee .....

Amount \$ .....

This fee covers the following items/services:

.....  
 .....

The fee was last adjusted on the following date...../...../....., when the fee was adjusted by \$ .....

In respect of the last adjustment to this fee, residents were given ..... days/months notice of the adjustment.

The estimated date of the next adjustment of this fee will be on the following date ...../...../.....

Name of Fee .....

Amount \$ .....

This fee covers the following items/services:

.....  
 .....

The fee was last adjusted on the following date...../...../....., when the fee was adjusted by \$ .....

In respect of the last adjustment to this fee, residents were given ..... days/months notice of the adjustment.

The estimated date of the next adjustment of this fee will be on the following date  
...../...../.....

3.3 Deferred Fees—(Any amount deducted, charged or retained on termination of occupancy)

This section must be completed for each applicable type of deferred fee.

Name of Fee .....

\* Amount or formula for calculation .....

\* Details of all conditions applying to fee—  
.....  
.....

\* This fee is deducted, charged or retained for the following purposes:  
.....  
.....

Name of Fee .....

\* Amount or formula for calculation .....

\* Details of all conditions applying to fee—  
.....  
.....

\* This fee is deducted, charged or retained for the following purposes:  
.....  
.....

3.4 Recurrent charges—If your occupation of the accommodation ends, the administering authority will take over the payment of the following recurrent charges, and then recover a contribution from you at the time that your premium is to be repaid.

The contribution may relate to the period that it takes to relicence your unit, or six months, whichever is shorter (although the Tribunal may extend this period in exceptional circumstances on application by the administering authority).

Details of these recurrent charges are as follows:

Name of charge for which a contribution may be claimed after you leave .....

3.5 Amounts to be paid into any specific purpose fund or account—This section must be completed for each fund or account.

Name of account.....

\* Relevant amount.....

\* Purpose for which fund or account is maintained: .....

Name of account .....

\* Relevant amount.....

\* Purpose for which fund or account is maintained: .....

These funds will only be used for these purposes.

4 YOUR REFUND

**Note—**

**This section is very important in the event that you decide to leave the village. For example, you may find that the accommodation or lifestyle is not to your liking. Please consider the situation carefully to ensure that the level of refund and the timing of its payment is in accordance with your financial needs after you move out.**

4.1 Calculation of your refund amount is usually based on the length of time you legally occupy your unit. For the purposes of this section, occupation is the time between your official date of occupation and your official date of termination.

\* Your official "date of occupation" for the calculation of refunds will be established as follows:

.....  
.....

\* Your official "date of termination" for the calculation of refunds will be established as follows:

.....  
.....

4.2

**Note—**

**The timing of the payment of your refund may depend on the resale or relicensing of the unit you occupied prior to leaving the village. If so, you may need to rely on the ability and effort of the administering authority to effect the sale or relicensing on your behalf. The *Retirement Villages Act 1987* imposes no time limit in which the unit is to be resold or relicensed by the administering authority. Therefore, you should carefully consider this matter before you make any decision to enter into occupation of the unit.**

Before the refund can be made to you, the following conditions must be met:

- \* your unit has to be resold/relicensed and the administering authority has received a deposit/the premium;
- \* the trustees must approve the refund amount;
- \* other .....

.....

4.3 Should you terminate your contract, you are entitled to the following refund of money:  
\* *Within the first six months (or lesser period as the contract may specify) of occupancy* from the date of occupation, the formula for calculating your refund is—

.....  
.....

The following fees or other deductions will be made from this refund:

.....  
.....

\* *At the end of one year of occupancy* from the date of occupation, the formula for calculating your refund is—

.....  
.....

The following fees or other deductions will be made from this refund:

.....  
.....

\* *At the end of two years of occupancy* from the date of occupation, the formula for calculating your refund is—

.....  
.....

The following fees or other deductions will be made from this refund:

.....  
.....

\* *At the end of five years of occupancy* from the date of occupation, the formula for calculating your refund is—

.....  
.....

The following fees or other deductions will be made from this refund:

.....  
.....

\* *At the end of fifteen years of occupancy* from the date of occupation, the formula for calculating your refund is—

.....  
.....

The following fees or other deductions will be made from this refund:

.....  
.....

4.4 If you or your partner were to die during occupation, the above refund arrangement will/will not vary for payment to your estate.

Details (where a variation will occur)

.....  
.....

4.5 The refund will be paid at the following time and in the following manner:

.....  
.....

- 4.6 These provisions may be varied in certain cases if you must move to a higher level of care and require the repayment of your premium in order to finance the move. You may also request earlier payment if you must leave the unit because of circumstances beyond your control. Various rules and procedures apply in relation to these matters. You should seek assistance or advice if you are unsure about your rights in these matters.

5 YOUR FACILITIES

- 5.1 The floor plan of your unit is contained in the attached Plan B clearly showing the significant dimensions of your accommodation.
- 5.2 The Plan B also shows the location, size and other features of any separate carport, garage, storage or other area allocated to you as resident.
- 5.3 Attached is a detailed description of the condition of the fixtures, fittings and furnishings provided in your accommodation in the form of a Premises Condition Report. This report also provides information about items that are to be repaired or replaced and, if relevant, how the cost of repairing or replacing an item is to be funded.

6 YOUR SERVICES

- 6.1 Occupation of your unit and payment of the recurrent charges and deferred fees described above entitles you to the following minimum services supplied or arranged by the administering authority without additional charges:

(Delete where not applicable and add as necessary)

- \* Maintenance for the correction of "fair wear and tear" problems inside your unit, including fixtures and fittings provided by the administering authority
- \* Maintenance of all communal structures
- \* Maintenance of your garden and driveway
- \* Maintenance of communal gardens and common areas
- \* Access to all community facilities provided by the administering authority
- \* Emergency call access for ..... hours per day including/excluding weekends
- Other details— .....
- .....
- \* 1/2/3 meals per day. Meals prepared within village/externally
- \* Linen change ..... per week/fortnight/month
- \* Cleaning of unit ..... per week/fortnight/month

Other— .....

.....

.....

.....

- 6.2 In addition, the following services to you will be arranged by the administering authority at additional costs to you, should you request or need them:

- \* .....
- \* .....
- \* .....
- \* .....



6.3 The following restrictions may affect the provision of the above services:

.....  
.....

6.4 Any service not listed in this section is not offered by the administering authority and is your responsibility to arrange and pay for.

7 YOUR FUTURE POSITION

7.1 Your residence contract must be terminated in writing. The residence contract calls for you to take the following action in order to terminate:

.....  
.....

7.2 The following provisions will apply if you desire to, or need to, move to another kind or level of accommodation or care. (The information provided by an administering authority must include details about the various levels of accommodation or care that the administering authority may be able to provide to, or arrange for, the resident, and whether or not a new contract will be required.)

The following costs and conditions may apply:

Cost calculation

.....  
.....

Conditions

.....  
.....

7.3 Aged care facilities

**You should be aware that current Commonwealth policy guidelines on aged care facilities require places to be allocated on a *needs basis*. It is impossible for any organisation providing services for older people to *guarantee* admission to an aged care facility.**

7.4 If you agree to leave or the Residential Tenancies Tribunal in accordance with the *Retirement Villages Act 1987* orders that you leave your unit, the administering authority will take the following action to obtain alternative accommodation for you:

.....  
.....

7.5 Remarketing

- The administering authority undertakes to remarket your unit in accordance with its *Remarketing Policy*.
- A copy of the *Remarketing Policy* is attached.

8 YOUR FUTURE OBLIGATIONS

8.1 Living in a Retirement Village commits you to observe a number of rules and conditions.

**Please ensure you have read a copy of the residence rules for your village before you agree to sign your documents.**

9 TRUSTEE *(if applicable)*

A trustee has been appointed to perform the following functions: .....

The trustee's fees are payable as follows: .....

You have the right to seek the assistance of the trustee in respect of the following matters:

10 FINANCIAL YEAR

The financial year that applies in relation to the retirement village begins on .....

in each year and ends on .....

Signed: .....

*(Administering Authority)*

Date: .....

Signed: .....

*(Resident)*

Date: .....

Signed: .....

*(Resident)*

Date: .....

PLAN "A"

*(not to scale)*

PLAN SHOWING LOCATION OF ACCOMMODATION DETAILED  
IN ITEMS 1.1 AND 1.2 OF THIS DISCLOSURE STATEMENT

PLAN "B"

*(not to scale)*

PLAN SHOWING THE LAYOUT AND MEASUREMENT  
OF THE ABOVE ACCOMMODATION

*Attachment A to Disclosure Statement*

(In all sections, delete comments where not applicable and add comments where required.)

*For villages still under construction*  
*The village's future*

It is not always possible for the administering authority to provide accurate information regarding the future of a village which is still under construction.

This Attachment to the Disclosure Statement requires the administering authority to provide you with its best available information and best estimates regarding work yet to be completed. There is not necessarily any guarantee that this work will be completed as planned. In making your decision whether or not to reside in this particular village, you are advised to consider that the administering authority may one day not be in the position to complete all the work described in this Attachment.

If this occurs, there may be no legal way it can be forced to proceed, and you may be left without the level of facilities you expected.

Prospective residents considering residing in a village which is not yet complete should treat the matter with caution.

In addition to facilities already completed at the time you inspected the village, the following facilities are under construction or are planned:

1 FACILITIES

1.1	Accommodation	Development Stage No <i>(if applicable)</i>
		.....
	Independent units—	
	No of units ..... Est. completion date	...../...../.....
	No of units ..... Est. completion date	...../...../.....
	No of units ..... Est. completion date	...../...../.....
	Serviced apartments—	
	No of units ..... Est. completion date	...../...../.....
	No of units ..... Est. completion date	...../...../.....
	No of units ..... Est. completion date	...../...../.....
1.2	Communal facilities <i>(describe fully)</i>	Development Stage No <i>(if applicable)</i>
		.....
	..... Est. completion date	...../...../.....
	..... Est. completion date	...../...../.....
	..... Est. completion date	...../...../.....
	..... Est. completion date	...../...../.....

1.3 Gardens

.....  
.....

1.4 Outdoor facilities

.....  
.....

2 APPROVALS

All necessary statutory approvals have been obtained for the construction of .....  
independent units and ..... serviced apartments.

3 DEVELOPMENT CONSENTS

The following information describes any conditions or requirements of development consent  
affecting the construction and/or services to be provided by the administering authority or its  
agent(s):

.....  
.....

Signed: .....  
(Administering Authority)

Date: .....

**Form 3**

*Retirement Villages Regulations 2002*

**Notice of decision to terminate residence**

*(Retirement Villages Act 1987, section 7(8))*

To: .....  
(name of resident)

You are hereby given notice of the decision to terminate your right of occupation in the  
.....  
retirement village.

The reasons for this decision are as follows: .....  
.....  
.....

YOU ARE ADVISED THAT THIS DECISION IS NOT EFFECTIVE UNTIL IT IS  
CONFIRMED BY THE RESIDENTIAL TENANCIES TRIBUNAL

The Tribunal will conduct a hearing into the matter and you will be notified of the time and  
place of the hearing. You will be able to attend and present to the Tribunal any matters related  
to the proposed termination of your right of occupation. If the Tribunal confirms the decision,  
it will set a date for you to leave the retirement village.

Signed:.....  
(Administering Authority)

Date: .....

**Form 4**

*Retirement Villages Regulations 2002*

**Application to the Residential Tenancies Tribunal for confirmation of a decision to terminate residence in a retirement village**

*(Retirement Villages Act 1987, section 7(3) and (4))*

I/We ..... Phone No .....  
*(full name/s—block letters)*

of ..... Post Code .....

an administering authority under the *Retirement Villages Act 1987* with.....

..... Phone No.....  
*(full name of other party—block letters)*

of ..... Post Code .....

in respect of the .....retirement village situated at  
*(name)*

..... Post Code .....

hereby apply for confirmation of a decision to terminate right of occupation.

**Details of application**

Grounds for issuing notice of decision to terminate right of occupation are as follows: (see section 7(1)(c) and (d) of the Act): .....

.....

.....

Evidence in support: .....

.....

.....

Date of notice of decision to terminate (Form 3):.....

.....

Signature of applicant: .....

Date: .....

**Note—**

This application must be accompanied by the prescribed fee and the following documents:

- a copy of the residence contract
- a copy of the residence rules
- a copy of the notice of decision to terminate (Form 3)

## Form 5

*Retirement Villages Regulations 2002*

### Application to the Residential Tenancies Tribunal for an order for ejection

*(Retirement Villages Act 1987, section 7(7))*

I/We ..... Phone No .....  
(full name/s—block letters)  
of ..... Post Code .....  
an administering authority under the *Retirement Villages Act 1987* with.....  
..... Phone No.....  
(full name of other party—block letters)  
of ..... Post Code .....  
in respect of the .....retirement village situated at  
(name)  
..... Post Code .....  
apply to the Tribunal for an order of ejection.

#### Details of application

Date of confirmation by the Tribunal of the decision to terminate the right of occupation:

.....

Period set by the Tribunal for the resident to vacate: .....

.....

Signed:.....

(Administering Authority)

Date: .....

Note—

This application must be accompanied by the prescribed fee.

## Form 6

*Retirement Villages Regulations 2002*

### Application to the Residential Tenancies Tribunal for the extension of the prescribed period under section 9A(2c) of the Act

I/We ..... Phone No .....  
(full name/s—block letters)  
of ..... Post Code.....  
an administering authority under the *Retirement Villages Act 1987* in respect of the.....  
.....retirement village situated at  
(name)  
..... Post Code .....  
hereby apply for an extension of the prescribed period under section 9A(2c) of the Act on the ground that it would be harsh and unreasonable on the administering authority for the retirement village to limit that period to six months in this particular case.

#### Details of application

Evidence in support: .....

.....

.....

.....

Period of extension sought by this application: .....

Name of resident: .....

Address for service of notices on resident: .....

Signature of applicant: .....

Date: .....

Note—

This application must be accompanied by the prescribed fee and a copy of the residence contract.

**Form 7**

*Retirement Villages Regulations 2002*

**Application to the Residential Tenancies Tribunal for resolution of a dispute**

*(Retirement Villages Act 1987, section 14)*

I/We ..... Phone No.....  
*(full name/s—block letters)*

of ..... Post Code.....

an administering authority/resident under the *Retirement Villages Act 1987* with .....

..... Phone No.....  
*(full name of other party—block letters)*

of ..... Post Code .....

in respect of the ..... retirement village situated at  
*(name)*

..... Post Code .....

HEREBY APPLY to the Tribunal in respect of the following matter:

.....  
.....

The reasons for this application are as follows:

.....  
.....

The following relief is sought from the Tribunal:

.....  
.....

Has the other party been advised of this application? YES / NO

Signature of applicant: .....

Date: .....

Note—

- This application must be accompanied by the prescribed fee and the following documents:
  - a copy of the residence contract
  - a copy of the residence rules

**Schedule 2—Fees**

Application for an exemption under section 4(2) of the Act	\$250
Application to the Residential Tenancies Tribunal under section 7(3) or (4) of the Act	\$400
Application to the Tribunal under section 7(7) of the Act	\$100
Application for an exemption under section 8(2) of the Act	\$80
Application to the Residential Tenancies Tribunal for an extension of the prescribed period under section 9A(2c) of the Act	\$400
Application to the Residential Tenancies Tribunal under section 14(1) of the Act	\$100
Application for an authorisation under section 16 of the Act	\$80

## Schedule 3—Code of conduct to be observed by the administering authority of a retirement village

### 1—Premiums

- (1) If—
- (a) a resident leaves the retirement village because of mental or physical illness or incapacity, as certified by an Aged Care Assessment Team appointed under the *Aged Care Act 1997* of the Commonwealth; and
  - (b) the resident moves (or is moving) to an aged care facility that provides a higher level of care; and
  - (c) the resident must pay an accommodation bond or accommodation charge within the meaning of the *Aged Care Act 1997* of the Commonwealth; and
  - (d) the resident does not have ready access to funds to pay the bond or charge, or the payment of the bond or charge would have a serious effect on his or her personal finances; and
  - (e) the resident has paid a premium to the administering authority; and
  - (f) the resident applies to the administering authority under this provision—
    - (i) before he or she leaves the retirement village; or
    - (ii) within two weeks after he or she leaves the retirement village,

the administering authority must, despite the terms of any agreement between the resident and the administering authority, within 60 days after the resident leaves the retirement village, or within such longer period, not exceeding an additional 30 days, as the Minister may allow, repay to the resident so much of the premium as the resident requires to enter that aged care facility and to pay that accommodation bond or accommodation charge (up to (and not exceeding) an amount which is a reasonable assessment of the amount that the person would be entitled to on account of the repayment of the premium in any event).

- (2) If—
- (a) a resident leaves the retirement village because of circumstances which were not reasonably within his or her control; and
  - (b) the resident has paid a premium to the administering authority; and
  - (c) the resident applies to the administering authority under this provision for the refund of all, or a part, of the premium notwithstanding that, at the time of the application, the administering authority is not required to make the repayment,

the administering authority must, within 60 days after the receipt of the application, or within such longer period not exceeding an additional 30 days, as the Minister may allow—

- (d) refund the amount to which the application relates; or
- (e) by written notice to the resident—
  - (i) reject the application; and



- (ii) notify the resident as to whether the administering authority would support the referral of the matter to the Tribunal for resolution.
- (3) If—
  - (a) a resident ceases to reside in the retirement village in circumstances in which there is no reasonable prospect of the resident returning to reside in the retirement village; and
  - (b) the resident is entitled to the repayment (in whole or in part) of a premium, then, despite the terms of any agreement between the resident and the administering authority, interest will not be charged on any amount in respect of charges that accrue after the resident has ceased to reside in the retirement village.
- (4) In this clause—

*resident* of a retirement village includes a former resident of a retirement village.

## **2—Remarketing of the right to occupy a unit**

- (1) The administering authority may take preliminary steps for the remarketing of a unit as soon as the administering authority receives notice of the decision of the resident (*the outgoing resident*) to vacate the unit (or of any other circumstance that means that the resident will no longer be residing in the retirement village).
- (2) The administering authority must act under its remarketing policy as soon as the administering authority receives notice of the decision of the outgoing resident to vacate the unit (or of any other circumstance referred to in subclause (1)).
- (3) The requirements under the administering authority's remarketing policy will at least include or address—
  - (a) arrangements to meet with the outgoing resident, or an agent, nominated person or personal representative of the outgoing resident, to view the unit, complete the Premises Condition Report, and explain and discuss the remarketing process (unless this is not reasonably practicable to do in view of the resident's circumstances); and
  - (b) procedures to identify any work that should be undertaken to ensure that the unit is in a reasonable condition for remarketing, and to determine when and how any such work will be undertaken, and who will be responsible for organising the work, and for the cost of the work; and
  - (c) the fixing of the price at which the unit will initially be remarketed, and when and how changes to that price will be considered and made; and
  - (d) the type, level and frequency of advertising that will be undertaken in relation to the marketing of the unit; and
  - (e) who will be responsible for any costs associated with the valuation of the unit, any advertising, and other relevant matters, and how any such costs are to be calculated or determined; and
  - (f) what will be required of the outgoing resident in relation to the remarketing of the unit, and the extent to which the resident may or will assume responsibility for any aspect of the remarketing process; and
  - (g) what action will be taken if the unit is not sold or relicensed—

- (i) after 90 days;
    - (ii) after six months; and
  - (h) what steps are to be undertaken by—
    - (i) the administering authority; and
    - (ii) the outgoing resident,when the unit is sold or relicensed; and
  - (i) settlement procedures, including what fees, charges and costs will be deducted by the administering authority at the time of settlement, and the provision to the outgoing resident of a statement at (or at an appropriate time after) the settlement.
- (4) In addition to any requirement or undertaking in a remarketing policy, the administering authority must—
  - (a) provide ongoing written reports to the outgoing resident on the progress of the matter at least monthly; and
  - (b) if new units within the retirement village are on the market at the same time, at least match the level of marketing for the unit of the outgoing resident that applies to those new units.

### **3—Premises condition report**

- (1) The administering authority will provide to the resident a Premises Condition Report.
- (2) A Premises Condition Report—
  - (a) must provide information about—
    - (i) the condition of the fixtures, fittings and furnishings provided at the unit; and
    - (ii) who will be responsible for repairing or replacing any item; and
    - (iii) when any item is due to be repaired or replaced; and
    - (iv) how the cost of repairing or replacing any item is to be funded; and
  - (b) must be completed at the time that the resident is taking possession of the unit, and reviewed at the time that the resident is vacating the unit; and
  - (c) must be signed and dated—
    - (i) by the administering authority (or by a person duly authorised to act on behalf of the administering authority); and
    - (ii) if or when the resident is satisfied as to the information contained in the report—by the resident.

### **4—Payment after settlement**

The administering authority must ensure that all amounts due to a former resident of a unit on the resale or relicensing of the unit are paid to the former resident within 25 business days after the date of settlement of the unit.

## **5—Residents' committees**

The administering authority will undertake reasonable consultation with a residents' committee established under the Act in relation to the following matters:

- (a) the management of the property comprising the retirement village;
- (b) maintenance issues raised by residents;
- (c) the preparation of an annual budget for the retirement village;
- (d) any proposed change to a service or facility provided at the retirement village that is reasonably expected to result in—
  - (i) increased costs to residents beyond any increase shown in the annual budget; or
  - (ii) a loss of amenity;
- (e) any proposal to alter or improve a building, fixture or fitting where residents will be expected to finance some or all of the capital or recurrent costs of the work, except where—
  - (i) the costs have already been included in the annual budget for the retirement village; or
  - (ii) the costs will not exceed \$2 000 in total;
- (f) the establishment of a disputes committee, or of any other procedure for dealing with disputes;
- (g) any proposal to formulate or alter rules for the retirement village;
- (h) the distribution of information to residents;
- (i) the establishment of social or recreational programmes at the retirement village;
- (j) the appointment of a trustee (or new trustee) for the purposes of the retirement village scheme, or any proposal to alter the functions or duties of such a trustee;
- (k) any other matter agreed between the committee and the administering authority.

## **6—Consultation with residents**

The administering authority must, in addition to the requirements of clause 5, take steps to ensure that there is reasonable consultation with residents at the retirement village in relation to any matter that could have a significant impact on their financial affairs, the amenity of the village or their way of life.

## **7—Dispute procedures**

The administering authority must provide to each resident a document setting out the policies and procedures that are applied by the administering authority in the event of a dispute and, if or when those policies or procedures are altered, a revised version of such a document.

## Legislative history

### Notes

- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or [www.legislation.sa.gov.au](http://www.legislation.sa.gov.au).

### Revocation of regulations

The *Retirement Villages Regulations 2002* were revoked by Sch 3 of the *Retirement Villages Regulations 2006* on 1.11.2006.

### Principal regulations

Year	No	Reference	Commencement
2002	7	<i>Gazette 15.1.2002 p213</i>	1.7.2002: r 2