

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740

Cleveland Manor

RETIREMENT 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 retireaustralia.com.au/communities/Cleveland-manor/
- 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 16 November 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: Cleveland Manor Retirement Village Street Address: 11 Grant Street Suburb: Cleveland State: QLD Post Code: 4163
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Hatway Holdings Pty Ltd Australian Company Number (ACN): 050 411 044 Address: C/- RetireAustralia, Level 4, 200 Mary Street Suburb: Brisbane State: QLD Post Code 4000
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Hatway Holdings Pty Ltd Australian Company Number (ACN): 050 411 044 Address: C/- Retire Australia, Level 4, 200 Mary Street Suburb: Brisbane State: QLD Post Code: 4000 Date entity became operator: 1 July 2000
1.4 Village management and onsite availability	Name of village management entity and contact details: Hatway Holdings Pty Ltd Australian Company Number (ACN): 050 411 044 Phone: 07 3286 3000 Email: clevelandinfo@retireaustralia.com.au An onsite manager (or representative) is available to residents: <input checked="" type="checkbox"/> Full time <input type="checkbox"/> Part time

	<input type="checkbox"/> By appointment only <input type="checkbox"/> None available <input type="checkbox"/> Other Onsite availability includes: Weekdays: 8.30am to 4.00pm Monday to Friday Weekends: By appointment only
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved transition plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written transition plan approved by the Department of 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> Is there an approved closure plan for the village? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i>
1.6 Statutory Charge over retirement village land.	Not applicable
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	Occupants must be at least 65
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:	<input type="checkbox"/> Freehold (owner resident) <input checked="" type="checkbox"/> Lease (non-owner resident) <input type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other
Accommodation types	

3.2 Number of units by accommodation type and tenure	<p>There are 79 units in the village, comprising 79 single story units; nil units in multi-story building with nil levels.</p> <p>Note from scheme operator: Please refer to item 5.2 for details about the proposed construction of new units at the village.</p>			
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Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom		24		
- Two bedroom		40		
- Three bedroom		15		
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units		79		

Access and design

3.3 What disability access and design features do the units and the village contain?	<p><input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input checked="" type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units</p> <p><input type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p><input type="checkbox"/> None</p>
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Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?	<p><input checked="" type="checkbox"/> Some units with own garage or carport attached or adjacent to the unit</p> <p><input checked="" type="checkbox"/> Some units with own garage or carport separate from the unit</p>
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	<input checked="" type="checkbox"/> Some units with own car park space adjacent to the unit <input checked="" type="checkbox"/> Some units with own car park space separate from the unit <input checked="" type="checkbox"/> General car parking for residents in the village <input type="checkbox"/> Other parking e.g. caravan or boat <input checked="" type="checkbox"/> Some units with no car parking for residents <input type="checkbox"/> No car parking for residents in the village Restrictions on resident's car parking include: Nil
4.2 Is parking in the village available for visitors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, parking restrictions include: Visitors may only park in areas designated for visitor parking.
Part 5 – Planning and development	
5.1 Is construction or development of the village complete?	Year village construction started 1996 <input type="checkbox"/> Fully developed / completed <input checked="" 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> Note from the scheme operator: <i>The Scheme Operator has acquired land adjacent to the village (New Site). A development approval for Material Change of Use for Retirement Facility and Reconfiguring a Lot has been approved for the New Site (Council reference: MCU20/0077, as varied).</i> <i>On 2 June 2023, residents of the Village approved a Form 9 Redevelopment Plan (Redevelopment Plan) which sets out a clear, orderly and fair process for the Scheme Operator's proposed development of the New Site. A copy of the Redevelopment Plan is available on request.</i> <i>When construction is complete, the Village may comprise the current Village plus the development on the New Site comprising:</i> <ul style="list-style-type: none"> • <i>a maximum of 160 new independent living apartments and 10 care hub suites over three multi-story buildings;</i> • <i>New community facilities including:</i> <ul style="list-style-type: none"> ○ <i>Commercial kitchen;</i> ○ <i>Large multifunctional indoor community space with café facilities;</i> ○ <i>BBQ area with seating;</i> ○ <i>Wellness centre;</i> ○ <i>Roof terrace, proposed to include seating and</i>

- recreational areas; and
- Landscaped gardens and lawn area for recreational activities; and
- Refurbished existing community centre.

Some or all of the above proposed construction or dealings with the Village Land may constitute 'redevelopment' for the purposes of section 113C of the Retirement Villages Act 1999.

The operator discloses that:

- at the time or after the resident moves into the Village, there is likely to be construction activity that may create noise and other inconvenience. The operator is committed to reducing the impact on residents by taking mitigating measures when available; and
- subject to the requirements under the Retirement Villages Act 1999 (Qld), the operator may:
 - construct the Village in stages;
 - construct further accommodation units, including as part of future stages at the Village;
 - alter the type, size, configuration or design of the units;
 - relocate, reconfigure, renovate, redevelop, extend and/or improve any facilities;
 - subdivide or further subdivide a lot comprising the Village Land;
 - construct additional rooms or areas in the Village to be used for the purpose of office, temporary accommodation or administration; and
 - alter the size of the Village, by incorporating additional or adjoining land into the Village or disposing of, or removing, land forming part of the Village.

See 'Access to documents' notice at end of this village comparison document regarding inspection of the development approval documents.

Timing

Construction is proposed to commence between July 2023 and December 2024. It is anticipated that construction will be completed in May 2027. The dates for commencement and completion of construction are estimates only and the scheme operator does not guarantee that construction will commence or be completed by the above dates.

The scheme operator also does not guarantee that the above facilities will be constructed and/or provided. Whether the above facilities are constructed and/or provided will depend on a number of factors including demand for units in the village, availability of finance, market conditions (including sales of new apartments), timing for approvals, weather events, strikes and restrictions arising under public health directions in response to a public health emergency.

5.3 Redevelopment plan under the Retirement Villages Act 1999

Is there an approved redevelopment plan for the village under the *Retirement Villages Act*?

☒ Yes ☐ No

Short description of the redevelopment plan

On 2 June 2023, a Form 9 Redevelopment Plan was approved by special resolution of residents at a residents meeting. Prospective residents can obtain a copy of this document on request.

Declaration date for the redevelopment plan: 2 June 2023

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:

☒ Activities or games room

☐ Arts and crafts room

☒ Auditorium

☒ BBQ area outdoors

☒ Billiards room

☐ Bowling green
[indoor/outdoor]

☐ Business centre (e.g. computers, printers, internet access)

☐ Chapel / prayer room

☐ Communal laundries

☒ Community room or centre

☐ Dining room

☒ Gardens

☒ Gym

☐ Medical consultation room

☐ Restaurant

☐ Shop

☒ Swimming pool – indoor heated

☐ Separate lounge in community centre

☐ Spa [indoor / outdoor]
[heated / not heated]

☐ Storage area for boats / caravans

☐ Tennis court [full/half]

☒ Village bus or transport

☒ Workshop

☒ Other: Putting Green

	<input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

Note from the scheme operator: As part of the development the existing community centre is to be closed for reconfiguration and refurbishment. However, the new community facilities are anticipated to be available to residents for use before the existing community centre is closed for reconfiguration and refurbishment (see Part 5.2 above).

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

☐ Yes ☒ No

Name of residential aged care facility and name of the approved provider

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)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Providing, operating and managing the community areas and facilities.
- Gardening and landscaping.
- Managing security at the village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Cleaning, maintenance, repairs and replacements of and to the community areas and facilities.
- Maintenance, repairs and replacements of and to units and items in, on or attached to units (except where this is the responsibility of a resident).
- Monitoring and eradicating pests in the communal areas of the village.
- Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.

	<ul style="list-style-type: none"> • Arranging for relevant administrative, secretarial, book-keeping, accounting and legal services. • Maintaining licences required in relation to the retirement village. • Paying operating costs of the retirement village. • Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate. • Complying with the <i>Retirement Villages Act 1999</i>. • Any other general services funded via a general services charges budget for a financial year.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Note from scheme operator: A list of optional personal services is available from the operator on request.
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 checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider (RetireAustralia Care and Services Pty Ltd – RACS ID no 9207) <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
<p>Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i>. These home care services are not covered by the <i>Retirement Villages Act 1999 (Qld)</i>.</p> <p>Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.</p>	
Part 8 – Security and emergency systems	
8.1 Does the village have a security system? If yes: <ul style="list-style-type: none"> • the security system details are: the security system is monitored between:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Front gates are closed after hours. The gates open at 7am and close at 6pm, 7 days per week

<p>8.2 Does the village have an emergency help system?</p> <p>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>Safety Link Personal Response Service – the cost of this service is included in the general services charge</p> <p>24 hours per day, 7 days per week</p>
<p>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</p> <p>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 kit, fire blanket and extinguisher</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.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
	Independent living units	
	- Studio	
	- One bedroom	\$365,000 to \$395,000
	- Two bedrooms	\$589,000 to \$599,000
	- Three bedrooms	\$625,000 to \$645,000
	Serviced units	
	- Studio	

	- One bedroom	
	- Two bedrooms	
	- Three bedrooms	
	Other	
	Full range of ingoing contributions for all unit types	\$365,000 to \$645,000
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9.3 What other entry costs do residents need to pay?	<input type="checkbox"/> Transfer or stamp duty <input checked="" type="checkbox"/> Costs related to your residence contract (Legal Costs) <input type="checkbox"/> Costs related to any other contract e.g. <input type="checkbox"/> Advance payment of General Services Charge <input type="checkbox"/> Other costs: <ul style="list-style-type: none"> • Lease registration costs (currently \$266.45) • Survey plan costs as required (\$300) 	

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)
All units pay a flat rate	\$133.64	\$23.86

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 -)
2022/23	\$97.78 to \$117.32	10.9%	\$25.76 to \$30.93	0%
2021/22	\$88.21 to \$105.83	2.2%	\$25.76 to \$30.93	1.7%
2020/21	\$86.32 to \$103.56	1.58%	\$25.33 to \$30.41	0%

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 checked="" 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 checked="" type="checkbox"/> Unit appliances* <input type="checkbox"/> None
	<p>*Residents are only responsible for costs of repair, maintenance and replacement when damage caused by accelerated wear and tear or deliberate damage</p> <p>Additional information</p> <p>Note from the scheme operator:</p> <p><i>Residents are responsible for, and must pay the costs of:</i></p> <ul style="list-style-type: none"> <i>replacing consumables in their unit, including alarm batteries and light globes; and</i> <i>maintenance, repairs and replacements of any items they own or bring into their unit, and any alterations or additions made by them or on their behalf.</i>

10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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If yes: provide details, including any charges for this service.	
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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 <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 <input type="checkbox"/> No exit fee <input type="checkbox"/> Other </p> <p>10% of the ingoing contribution for the first year of residence, plus 12% for the second year, plus 13% for the third year, up to a total maximum of 3 years (35%), calculated on a pro-rata daily basis for any partial years of residence</p>
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution
1 year	10% of your ingoing contribution
2 years	22% of your ingoing contribution
3 years	35% of your ingoing contribution
5 years	35% of your ingoing contribution
10 years	35% of your ingoing contribution
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis. The maximum (or capped) exit fee is 35% of the ingoing contribution after 3 years of residence.</p> <p>The minimum exit fee is 10% of your ingoing contribution x 1/365 (for 1 day of residence).</p>	
<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p> <input type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input type="checkbox"/> Other costs: Surrender of lease registration costs (currently \$224.32) </p>

Part 12 – Reinstatement and renovation of the unit

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

☒ Yes ☐ No

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

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

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

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

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

☒ No

Renovation means replacements or repairs other than reinstatement work.

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

Part 13– Capital gain or losses

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

☒ No

Part 14 – Exit entitlement 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.

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

The resident receives a repayment of their ingoing contribution.

At this time the money owed by the resident to the operator is set off against this repayment. The resident's exit entitlement is therefore calculated as follows:

	<ul style="list-style-type: none"> • repayment of ingoing contribution <p>less</p> <ul style="list-style-type: none"> • the Exit Fee (see Part 11, item 11.1) <p>less</p> <ul style="list-style-type: none"> • the cost of the Reinstatement Work (see Part 12) <p>less</p> <ul style="list-style-type: none"> • legal costs and registration costs (see Part 11, item 11.2) <p>less</p> <p>any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract.</p>
14.2 When is the exit entitlement payable?	<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 18 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>
14.3 What is the turnover of units for sale in the village?	<p>10 accommodation units were vacant as at the end of the last financial year</p> <p>5 accommodation units were resold during the last financial year</p> <p>4 months was the average length of time to sell a unit over the last three financial years.</p>

Part 15 – Financial management of the village

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

General Services Charges Fund for the last 3 years

Financial Year	Deficit/Surplus	Balance	Change from previous year
2022/23	(\$2,801)	\$432,248	(212.04%)
2021/22	\$2,500	\$389,621	312.94%
2020/21	(\$-1,174)	\$382,562	88.91%

Balance of **General Services Charges Fund** for last financial year *OR* last quarter if no full financial year available

(\$1,475)

Balance of **Maintenance Reserve Fund** for last financial year *OR* last quarter if no full financial year available

\$217,024

Balance of **Capital Replacement Fund** for the last financial year *OR* last quarter if no full financial year available

\$15,505

Percentage of a resident ingoing contribution applied to the Capital Replacement Fund

N/A (amounts are paid each year as recommended by the quantity surveyor's report)

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.

OR ☐ the village is not yet operating.

Part 16 – Insurance

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

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

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

16.1 Is the resident responsible for arranging any insurance cover?

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

☒ Yes ☐ No

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

- Contents insurance (for the resident's property in the unit)

	<ul style="list-style-type: none"> • Public liability insurance (for incidents occurring in the unit) • Workers' compensation insurance (for the resident's employees or contractors) <p>Third-party insurance (for the resident's motor vehicle or mobility device)</p>
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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? If yes: provide details including, length of period, relevant time frames and any costs or conditions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A settling-in period of 90 days applies to new residents, starting on the date of settlement of the residence contract or the date the resident starts occupying the unit (whichever happens first). If the resident gives notice of termination their residence contract in this period, the contract will terminate no later than 14 days afterwards, and the exit entitlement will be paid within 30 days after the resident gives vacant possession of the unit. No exit fee will be charged.
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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 Pets are welcome, if the scheme operator's prior consent is obtained.
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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 Visitors may stay with the resident for up to one month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. The resident must stay in the unit at the same time as their visitor.
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Village by-laws and village rules

17.4 Does the village have village by-laws?	<input type="checkbox"/> Yes <input checked="" 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.</i>
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	<i>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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: Rules may be made available on request
Resident input	
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act 1999</i>?	<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 running of the village and any complaints or proposals raised by residents.</i> <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
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 <i>Retirement Villages Act 1999</i> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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.hpw.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 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: www.chde.qld.gov.au/regulatoryservices

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: 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/