

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740



Name of village: Jeta Gardens at Bethania

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at www.jetagardens.com.
- 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 *02 February 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: Jeta Gardens at Bethania Street Address: 27 Clarendon Avenue Suburb: Bethania State: QLD Post Code: 4205
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Al Aqar Australia Pty Ltd Australian Company Number (ACN): 147 981 548 Address: 27 Clarendon Avenue Suburb: Bethania State: QLD Post Code: 4205
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Jeta Gardens (Qld) Pty Ltd Australian Company Number (ACN): 102 975 182 Address: 27 Clarendon Avenue Suburb: Bethania State: QLD Post Code: 4205 Date entity became operator: 26 July 2004 Al Aqar Australia Pty Ltd ACN 147 981 548 (Head Lessor) is the registered owner of the village land. The Head Lessor has granted a 99 year lease of the land to Jeta Gardens (Qld) Pty Ltd, who is the scheme operator. The scheme operator, in turn, grants subleases to the residents of the village.
1.4 Village management and onsite availability	Name of village management entity and contact details: Jeta Gardens (Qld) Pty Ltd Australian Company Number (ACN): 102 975 182 Phone: (07) 3200 6888 Email: enquiry@jetagardens.com

	<p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays: 9am – 4pm</p> <p>Weekends: for sales only</p>
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<p>1.5 Approved closure plan or transition plan for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
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Part 2 – Age limits

<p>2.1 What age limits apply to residents in this village?</p>	<p>Applicants must be 55 years of age or over.</p> <p>If there are joint applicants, at least one of them must be 55 years or over and they must hold the lease as joint tenants.</p>
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

<p>3.1 Resident ownership or tenure of the units in the village is:</p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident) – residents are granted a sublease – see item 1.3</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other:</p>
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Accommodation types

<p>3.2 Number of units by accommodation type and tenure</p>	<p>There are 65 units in the village, comprising 33 single storey units and 32 units in a multi-story building with 2 levels</p>
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Accommodation unit	Freehold	Leasehold	Licence	Other
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Independent living units				
- Studio		12		
- One bedroom		14		
- Two bedroom		29		
- Three bedroom		10		
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units		65		

Access and design

3.3 What disability access and design features do the units and the village contain?

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in some units
- Alternatively, a ramp, elevator or lift allows entry into some units
- Step-free (hobless) shower in all units
- Width of doorways allow for wheelchair access in all units
- Toilet is accessible in a wheelchair in all units
- Other key features in the units or village that cater for people with disability or assist residents to age in place
 - External areas of the village have disability access.
 - There are two lifts in the apartment building. The back service lift has access to basement carpark.
 - Shower chairs are available for use.
 - Residents' emergency call button links to 24 hour call centre
- None

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?

- Some independent living units with own garage or carport attached or adjacent to the unit
- Some independent living units with own car park space separate from the unit
- Other parking e.g. caravan or boat (subject to availability and applicable fees)

	Restrictions on resident's car parking include: Residents must park in designated spaces.	
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Visitors must park in designated spaces.	
Part 5 – Planning and development		
5.1 Is construction or development of the village complete?	Year village construction started 2003 <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> Development approval granted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Development application pending <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Any further development is subject to the operator's assessment of market demand, economic and other factors such as the availability of funding, general market conditions and business strategy.	
5.3 Redevelopment plan under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>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.</i> Note: see notice at end of document regarding inspection of the development approval documents.	
Part 6 – Facilities onsite at the village		
6.1 The following facilities are currently available to residents:	<input checked="" type="checkbox"/> Activities or games room <input checked="" type="checkbox"/> Arts and crafts room	<input checked="" type="checkbox"/> Medical consultation room <input checked="" type="checkbox"/> Restaurant <input type="checkbox"/> Shop

	<input checked="" type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input type="checkbox"/> Billiards room <input checked="" type="checkbox"/> Bowling green [indoor/outdoor] <input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input checked="" type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated] <input checked="" type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated] <input checked="" type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input checked="" type="checkbox"/> Village bus or transport <input checked="" type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other <i>[specify]</i> Pharmacy box (residents can have their scripts filled and delivered to their unit) Cafés (with Wi-fi hotspot) Raised Vegetable garden (seniors friendly) Vending machine Chinese garden and lake with pedestrian tracks Multi purpose gazebo Residents' Private lounge Outdoor café Mah-Jong table Residents' kiosk computer Allied Health service providers Visiting Doctor with multi-Lingual skill Hotel like accommodation On site interpreting service Satellite and cable TV Event catering services Residents' support centre Laundry service (on user pays basis)
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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):

Hairdressing service, visiting medical consultants, allied health service providers, food and beverages at restaurant and café, products from vending machine and catering for events (apart from events organised by the operator) are available on site on a user pays basis. The hairdressing service and medical consultant/s are shared with the aged cared facility.

<p>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of residential aged care facility and name of the approved provider:</p> <p>Facility name: Jeta Gardens Aged Care Facility Approved Provider: Jeta Gardens Aged Care (Qld) Pty Ltd ACN 102 975 208 RACS ID: 5554</p>
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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.

Operator Note: Jeta Gardens Aged Care Facility affords the first priority to retirement village residents, subject to ACAT approval and clinical assessment.

Part 7 – Services

<p>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</p>	<ul style="list-style-type: none"> • Rates, taxes, water and electricity (common areas); • Insurance premiums payable by the operator; • Minor repairs and day to day maintenance of the village, gardening, caretaking and pest control; • General running costs/outgoings of the village and facilities including, but not limited to security, cleaning, accounting, staff expenses, village bus, refuse collection and disposal.
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<p>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Laundry service.</p> <p>A list of other personal services is available from the village manager upon request.</p>
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<p>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</p>	<p><input checked="" type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – Home Care RACS ID number 18226)</p> <p>Name: Jeta Gardens Aged Care (Qld) Pty Ltd</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
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Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 – Security and emergency systems

8.1 Does the village have a security system?

Yes No

If yes:

- the security system details are:

Fully gated community. The main gates are open from 6am to 6pm and monitored by access control system.

the security system is monitored between:

Private security to provide random mobile patrol checks at night on daily basis.

The site is monitored by CCTV cameras in common areas.

8.2 Does the village have an emergency help system?

Yes - all residents Optional No

If yes or optional:

- the emergency help system details are:

24 hour emergency call system is installed in all accommodation units, connected to the administration centre (for the apartments), and connected to an external call centre or the administration centre (for the villas) i.e. Tunstall Australia.

the emergency help system is monitored between:

24 hours 7 days per week.

8.3 Does the village have equipment that provides for the safety or medical emergency of residents?

Yes No

If yes, list or provide details e.g. first aid kit, defibrillator

Villas have smoke detectors hardwired with battery backup and these batteries were upgraded to photo optical rechargeable battery, linked and monitored with 24 hours emergency response call centre.

- Flashing lights
- Fire blankets
- Assembly areas

Apartment common areas have smoke detectors that are hardwired with battery backup and linked to fire indicator panel in aged care building. These trigger mandatory attendance of QFES.

- Fire hose reels & fire hydrant
- Flashing lights
- Fire tone sounds
- Emergency lights
- Emergency exit signs
- Emergency stairs
- Assembly areas

Individual apartments have smoke detectors that are hardwired with battery backup and link to fire indicator panel in aged care building (but that do not trigger mandatory attendance of QFES). The chief fire warden in aged care building will action and respond to the fire alarm and communicate with QFES in case of fire.

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	\$ 180,000 to \$ 230,000
	- One bedroom	\$ 260,000 to \$ 320,000
	- Two bedrooms	\$ 330,000 to \$ 360,000
	- Three bedrooms	\$ 550,000 to \$ 580,000
	Serviced units	
	- Studio	
	- One bedroom	
	- Two bedrooms	
	- Three bedrooms	
	Other	
	Full range of ingoing contributions for all unit types	\$ 180,000 to \$ 580,000
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 <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	

Part 10 – Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
— Studio	\$	\$
— One bedroom	\$	\$
— Two bedrooms	\$	\$
— Three bedrooms	\$	\$
Serviced Units		
— Studio	\$	\$
— One bedroom	\$	\$
— Two bedrooms	\$	\$
— Three bedrooms	\$	\$
Other	\$	\$
Type H – 178m ²	\$159.49	\$23.02
Type Hb – 180m ²	\$161.05	\$23.24
Type Hc – 215m ²	\$178.40	\$25.75
Type Ma – 139m ²	\$124.43	\$17.96
Type E – 140m ²	\$125.32	\$18.09
Type Mav – 139m ²	\$124.43	\$17.96
Type F – 139m ²	\$124.43	\$17.96
Type D – 140m ²	\$125.32	\$18.09
Type Mb – 132m ²	\$118.21	\$17.06
Type Mb – 133m ²	\$119.11	\$17.19
Type Eb – 129m ²	\$115.48	\$16.67
Type Eb – 130m ²	\$116.37	\$16.80
Type Fb - 130m ²	\$116.37	\$16.80
Type Db – 126m ²	\$112.79	\$16.28

Type Db – 127m ²	\$113.69	\$16.41
Type A2 – 78m ²	\$85.18	\$12.29
Type A – 75m ²	\$77.66	\$11.21
Type B – 39m ²	\$71.76	\$10.36
All units pay a flat rate		

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 -)
2020	\$69.56 to \$172.94	0%	\$11.62 to \$28.88	0%
2021	\$69.56 to \$172.94	0%	\$11.62 to \$28.88	0%
2022	\$69.56 to \$172.94	0%	\$11.62 to \$28.88	0%

Operator note: Note that percentage change from previous year has been calculated by reference to the highest value in the range and rounded to the nearest whole percent.

<p>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</p>	<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
<p>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?</p>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances <input type="checkbox"/> None Additional information Residents are responsible for maintaining at their expense on a day to day basis or to pay the scheme operator to maintain on a day to day basis the accommodation unit and every part thereof including fixtures, fittings and electrical or mechanical appliances, air-conditioning and hot water system, whether provided by the scheme operator or installed by the Resident or a previous resident and purchased from the previous resident, in good working order and in a state of good repair.	
<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If residents would like the operator to assist with repairs or maintenance to any fixture, fitting, appliance or item that the resident is liable for, the operator will use reasonable endeavours to provide that assistance. The operator will on-charge to the resident any costs incurred (e.g. cost of parts or costs of labour of outside tradesperson) but will not charge a village service fee.	

If yes: provide details, including any charges for this service.

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).

11.1 Do residents pay an exit fee when they permanently leave their unit?

Yes – all residents pay an exit fee calculated using the same formula
 Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract
 No exit fee
 Other

If yes: list all exit fee options that may apply to new contracts

5% of the Resale Price for each year of your residency, to a maximum of 35% of the Resale Price over seven years.

The '**Resale Price**' has the same meaning as the 'Resale Price' in the sublease (for the purposes of calculating the exit fee) i.e. the ingoing contribution paid by a New Resident for the right to reside in the accommodation unit, after the termination of your sublease.

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on the ingoing contribution paid by the next resident ("Resale Price"):
1 year	5% of the Resale Price
2 years	5% of the Resale Price for year 1, plus 5% for year 2
3 years	10% of the Resale Price for years 1 to 2, plus 5% for year 3
4 years	15% of the Resale Price for years 1 to 3, plus 5% for year 4
5 years	20% of the Resale Price for years 1 to 4, plus 5% for year 5
6 years	25% of the Resale Price for years 1 to 5, plus 5% for year 6
7 years	30% of the Resale Price for years 1 to 6, plus 5% for year 7
More than 7 years	35% of the Resale Price
<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.</p> <p>The maximum (or capped) exit fee is 35% of the Resale Price after 7 years of residence.</p> <p>The minimum exit fee is 1/365 x 5% of the Resale Price, for 1 day of residence.</p>	

<p>11.2 What other exit costs do residents need to pay or contribute to?</p>	<p><input checked="" type="checkbox"/> Sale costs for the unit</p> <p><input checked="" type="checkbox"/> Legal costs</p> <p><input type="checkbox"/> Other costs</p>
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Part 12 – Reinstatement and renovation of the unit

<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i></p> <ul style="list-style-type: none"> • fair wear and tear; and • renovations and other changes to the condition of the unit carried out with agreement of the resident and operator. <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes, all residents pay 50% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays% of any renovation costs</p> <p><input type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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Part 13– Capital gain or losses

<p>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</p>	<p><input checked="" type="checkbox"/> Yes, the resident's share of the capital gain is 50% the resident's share of the capital loss is 50% OR is based on a formula [specify]</p> <p><input type="checkbox"/> Optional – residents can elect to share in a capital gain or loss option</p>
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loss on the resale of their unit?	the resident's share of the capital gain is % the resident's share of the capital loss is % OR is based on a formula [specify]
	<input type="checkbox"/> No

Part 14 – Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?	Exit entitlement = <ul style="list-style-type: none"> • ingoing contribution you paid, • less exit fee, • plus 50% of any capital gain on the resale or less 50% of any capital loss on the resale, • less reinstatement costs (if any), • less 50% of renovation costs, • less operator's legal fees, • less resident's share of sale costs for the unit, and • less any other amounts owing e.g. any outstanding general or personal services charges, maintenance reserve fund contributions, water charges etc.
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14.2 When is the exit entitlement payable?	By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days: <ul style="list-style-type: none"> • the day stated in the residence contract <ul style="list-style-type: none"> ➤ which is months after the termination of the residence contract OR ➤ which may range from months to months after the termination of the residence contract, depending on your contract option OR ➤ no date is stated in 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>
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14.3 What is the turnover of units for sale in the village?	12 accommodation units were vacant as at the end of the last financial year (31/12/2021) 7 accommodation units were resold during the last financial year (01/01/2021 to 31/12/2021)
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8.5 months was the average length of time to sell a unit over the last three financial years

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	Change in Deficit/Surplus from previous year	Balance	Change in Balance from previous year
31/12/2021	Surplus: \$60,687	+100%	\$29,705	+2,881%
31/12/2020	Deficit: \$0	+100%	\$1,031	-57%
31/12/2019	Deficit: \$12,499	+54%	\$2,382	-51%

Balance of **General Services Charges Fund** for last financial year OR last quarter if no full financial year available \$29,705 as at 31/12/2021

Balance of **Maintenance Reserve Fund** for last financial year OR last quarter if no full financial year available \$421,290 at 31/12/2021

Balance of **Capital Replacement Fund** for the last financial year OR last quarter if no full financial year available \$263,233 at 31/12/2021

Percentage of a resident ingoing contribution applied to the Capital Replacement Fund 0%

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?

Yes No

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

Contents insurance

If yes, the resident is responsible for these insurance policies:	
Part 17 – Living in the village	
<i>Trial or settling in period in the village</i>	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>Pets</i>	
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 Subject always to the consent of the scheme operator and limited to one pet per accommodation unit. No young pets such as puppies or kittens. Pets must be kept on a leash when outside the resident's accommodation unit and cats are to be kept inside at night. No animals are permitted inside the clubhouse.
<i>Visitors</i>	
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 Residents must notify the operator if intending for visitors to stay for up to eight weeks. Any longer stay or any visitor under the age of 18 years old requires the consent of the operator. Visitors must comply with the village rules and not interfere with the rights and the quiet enjoyment of other residents in the village. Residents must accompany guests when they use the facilities.
<i>Village by-laws and village rules</i>	
17.4 Does the village have village by-laws?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i> <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
<i>Resident input</i>	

<p>17.6 Does the village have a residents committee established under the <i>Retirement Villages Act 1999</i>?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><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></p> <p><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></p>
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Part 18 – Accreditation

<p>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:</p>
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Note: Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

Part 19 – Waiting list

<p>19.1 Does the village maintain a waiting list for entry?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> No fee</p> <p><input type="checkbox"/> Fee of \$..... which is</p> <p style="padding-left: 20px;"><input type="checkbox"/> refundable on entry to the village</p> <p style="padding-left: 20px;"><input type="checkbox"/> non-refundable</p>
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Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund

- or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

Further Information

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

General Information

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

Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 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: 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: 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/