## **Retirement Villages**

## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

## This form is effective from 1 February 2019

## 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.

Jeta **₲** Gardens

Form 3

- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - o provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - o 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



ABN: 86 504 771 740



• 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 19 January 2024 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 Clarend	don Avenue	
	Suburb: Bethania	State: Qld	Post Code: 4205
1.2 Owner of the land on which the	Name of land owner: Al Ac	lar Australia Pty Lt	td
retirement village scheme is located	Australian Company Numb	oer (ACN): 147 98	1 548
	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 Av	enue	
	Suburb: Bethania	State: Qld	Post Code: 4205
	Date entity became operator: 26 July 2004		
	Al Aqar Australia Pty Ltd ACN 147 981 548 ( <b>Head Lessor</b> ) 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: 0404 903 947 Email: <u>enquiry@jetagardens.com</u>		
	An onsite manager (or representative) is available to residents:		
	⊠ Full time		
	Onsite availability includes: Weekdays: 9am – 4pm		
	Weekends: For sales only		
1.5 Approved closure	Is there an approved transition plan for the village?		
plan or transition plan for the retirement	□ Yes ⊠ No		
village	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.		
	Is there an approved closure plan for the village?		
	□ Yes ⊠ No		
	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.		
Part 2 – Age limits			
2.1 What age limits apply to residents in	Applicants must be 55 years of age or over.		
this village?	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.		
ACCOMMODATION. FAG	CILITIES AND SERVICES		
	n units: Nature of ownership or tenure		
3.1 Resident			
ownership or tenure of	$\boxtimes$ Lease (non-owner resident) - residents are granted a sublease –		
the units in the village is:	see item 1.3		
	Licence (non-owner resident)		
	-Share in company title entity (non-owner resident)		
	Unit in unit trust (non-owner resident)		
	Rental (non-owner resident)		
Accommodation types			

3.2 Number of units by accommodation type and tenure		•	e, comprising 33 in ory building acros	ndependent living units ss 2 levels.
Accommodation	Freehold	Leasehold	Licence	Other
unit Independent living units				
- Two bedroom		16		
- Two bedroom plus study		7		
- Three bedroom		10		
Independent Living Apartments				
- Studio		12		
<ul> <li>One bedroom plus study</li> </ul>		14		
- Two bedroom		6		
Total number of units		65		
Access and design				
3.3 What disability access and design features do the units and the village contain?	<ul> <li>☑ 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</li> <li>☑ Alternatively, a ramp, elevator or lift allows entry into ☑ some units</li> <li>☑ Step-free (hobless) shower in ☑ all units</li> <li>☑ Width of doorways allow for wheelchair access in ☑ all units</li> <li>☑ Toilet is accessible in a wheelchair in ☑ all units</li> <li>☑ Other key features in the units or village that cater for people with disability or assist residents to age in place:</li> <li>External areas of the village have disability access.</li> <li>There are two lifts in the apartment building. The back service lift has access to basement carpark.</li> <li>Shower chairs are available for use.</li> <li>Residents' emergency call button links to 24 hour call centre.</li> </ul>			
Part 4 – Parking for resi				
4.1 What car parking in the village is available for residents?	<ul> <li>Some independent living units with own garage or carport attached or adjacent to the unit</li> <li>Some independent living units with own car park space separate from the unit</li> </ul>			

	☑ 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?	⊠ Yes □ No	
If yes, parking restrictions include	Visitors must park in designated spaces.	
Part 5 – Planning and de	evelopment	
5.1 Is construction or development of the	Year village construction started: 2003	
village complete?	Fully developed / completed	
	Partially developed / completed	
	□ 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.	<ul> <li>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>:</li> <li>There are no current development approvals or development applications in accordance with the <i>Planning Act 2016</i>.</li> <li>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.</li> <li>The scheme operator is currently progressing a proposed redevelopment plan relating to realignment of the boundary of the retirement village and co-located aged care.</li> <li>A shared piece of infrastructure that is physically attached to the Residential Aged Care facility containing the kitchen for the Aged Care home, a public café and common infrastructure enjoyed by both residents of the Residential Aged Care business and the Retirement Village title. The boundaries are being realigned so that this building is on the title of the Residential Aged Care building and business it is attached to.</li> <li>The Land Owner and the scheme operator have entered into an agreement to ensure that after the proposed boundary alignment is complete, the retirement village residents will continue to enjoy the same shared use and access to the Clubhouse that they currently enjoy.</li> <li>The scheme operator will lodge the relevant applications for approval as required to give effect to the proposed boundary realignment.</li> </ul>	

	<ul> <li>Under the proposed realignment, one or more new easements may be granted, including for purposes such as access and/or services, in favour of the landowner, the operator and/or one or more authorities.</li> </ul>		
5.3 Redevelopment plan under the <i>Retirement Villages</i> <i>Act 1999</i>	Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i> ?		
	🗌 Yes 🖾 No		
	The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.		
	<b>Note:</b> see notice at end of docur development approval documen		
Part 6 – Facilities onsite	at the village		
6.1 The following facilities are currently	Activities or games room	⊠ Medical consultation room	
available to residents:	Arts and crafts room	🛛 Restaurant	
	🛛 Auditorium		
	BBQ area outdoors		
		[heated / not heated]	
	⊠ Bowling green [indoor <del>/outdoor</del> ]	Separate lounge in community centre	
	⊠ Business centre (e.g.	─ - Spa [indoor / outdoor]	
	computers, printers, internet access)	[heated / not heated	
	Graden ( )	$oxed{ imes}$ Storage area for boats / caravans	
		Tennis court [full/half]	
	$\boxtimes$ Community room or centre	$oxedsymbol{\boxtimes}$ Village bus or transport	
	⊠ Dining room	🛛 Workshop	
	⊠ Gardens	⊠ Other:	
	⊠ Gym	<ul> <li>Pharmacy box (residents can have their scripts filled and</li> </ul>	
	⊠ Hairdressing or beauty	<ul><li>delivered to their unit)</li><li>Cafés (with Wi-fi hotspot)</li></ul>	
	room	<ul> <li>Raised Vegetable garden (seniors friendly)</li> </ul>	
	🛛 Library	<ul> <li>Vending machine</li> </ul>	

<ul> <li>Chinese garden and lake with pedestrian tracks</li> <li>Multi purpose gazebo Residents' Private lounge</li> <li>Outdoor café</li> <li>Mah-Jong table</li> <li>Residents' kiosk computer</li> <li>Allied Health service providers</li> <li>Visiting Doctor with multi-Lingual skill</li> <li>Hotel like accommodation</li> </ul>
Hotel like accommodation
<ul> <li>On site interpreting service</li> </ul>
<ul> <li>Satellite and cable TV</li> </ul>
<ul> <li>Event catering services</li> </ul>
<ul> <li>Residents' support centre</li> </ul>
<ul> <li>Laundry service (on user pays basis)</li> </ul>

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 majority of communal spaces being the restaurant, café, indoor bowling, library, gym and lounge are in a building called the Clubhouse which is shared with the neighbouring Residential Aged Care Facility. The Clubhouse is currently located on the Retirement Village title and the retirement village residents have a right of access and shared use of these areas.

The scheme operator is currently progressing a proposed redevelopment plan relating to realignment of the boundary of the retirement village and co-located aged care. The boundaries are being realigned so that the Clubhouse is on the title of the Residential Aged Care building and business it is attached to.

The Land Owner and the scheme operator have entered into an agreement to ensure that after the proposed boundary alignment is complete, the retirement village residents will continue to enjoy the same shared use and access to the Clubhouse that they currently enjoy.

The hairdressing service and medical consultant/s are withing the neighbouring residential aged cared facility and services are on a user pay basis. The workshop is a shared workshop with the neighbouring Residential Aged Care facility. It is not part of the Clubhouse.

6.2 Does the village have an onsite,	🛛 Yes 🗌 No	
attached, adjacent or co-located residential aged care facility?	Name of residential aged care facility and name of the approved provider:	
	Facility name: Jeta Gardens Aged Care Facility	
	Approved Provider: Jeta Gardens Aged Care (Qld) Pty Ltd	
	ACN: 102 975 208	
	RACS ID: 5554	

**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: The scheme operator and Jeta Gardens Aged Care (Qld) Pty Ltd have an agreement that affords priority placement, to retirement village residents who are on the waiting list for a place in the aged care facility, subject to availability, the requirements of the Aged Care Act, the resident's needs and the operational restrictions and requirements of the aged care approved provider.

#### Part 7 – Services

7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	<ul> <li>Rates, taxes, water and electricity (common areas).</li> <li>Insurance premiums payable by the operator.</li> <li>Minor repairs and day to day maintenance of the village, gardening, caretaking and pest control.</li> <li>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.</li> </ul>	
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<ul> <li>Yes D No</li> <li>Laundry service.</li> <li>A list of other personal services is available from the village manager upon request.</li> </ul>	
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS ID number)</li> <li>Yes, home care is provided in association with an Approved Provider</li> <li>No, the operator does not provide home care services. The operator will assist residents to identify a home care provider that</li> </ul>	
	delivers home care services in the area to enable residents to arrange their own home care services.	
Note: Some residents ma	w be eligible to receive a Home Care Package, or a Commonwealth	

**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 ves:		

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		
<ul><li>If yes or optional:</li><li>the emergency help system details are:</li></ul>	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.		
<ul> <li>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</li> <li>If yes, list or provide details e.g. first aid kit, defibrillator</li> </ul>	24 hours / days per week.         Image: Second S		

## 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	Accommodation Unit	Range of ingoing contribution
estimated ingoing	Independent living units	
contribution (sale	- Studio	\$ 180,000 to \$ 230,000
price) range for all types of units in the	- One bedroom	\$ 250,000 to \$ 320,000
village	- Two bedrooms	\$ 260,000-\$360,000
	- Three bedrooms	\$480,000-\$560,000
	Serviced units	
	- Studio	\$ to \$
	- One bedroom	\$
	- Two bedrooms	\$
	- Three bedrooms	\$ to \$
	Other [specify]	\$
	Full range of ingoing contributions for all unit types	\$ 180,000 to \$ 560,000
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?	□ Yes ⊠ No	
9.3 What other entry costs do residents need to pay?	<ul> <li>Transfer or stamp duty</li> <li>Costs related to your residence contract</li> <li>Costs related to any other contract e.g</li> <li>Advance payment of General Services Charge</li> <li>Other costs</li> </ul>	

#### 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

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 <sup>2</sup>	\$159.49	\$23.02
Type Hb – 180m <sup>2</sup>	\$161.05	\$23.24
Type Hc – 215m <sup>2</sup>	\$178.40	\$25.75
Туре Ма – 139m <sup>2</sup>	\$124.43	\$17.96
Type E – 140m <sup>2</sup>	\$125.32	\$18.09
Type Mav – 139m <sup>2</sup>	\$124.43	\$17.96
Type F – 139m <sup>2</sup>	\$124.43	\$17.96
Type D – 140m <sup>2</sup>	\$125.32	\$18.09
Type Mb – 132m <sup>2</sup>	\$118.21	\$17.06
Type Mb – 133m <sup>2</sup>	\$119.11	\$17.19
Type Eb – 129m <sup>2</sup>	\$115.48	\$16.67
Type Eb – 130m <sup>2</sup>	\$116.37	\$16.80
Type Fb - 130m <sup>2</sup>	\$116.37	\$16.80
Type Db – 126m <sup>2</sup>	\$112.79	\$16.28
Type Db – 127m <sup>2</sup>	\$113.69	\$16.41
Type A2 – 78m <sup>2</sup>	\$85.18	\$12.29
Type A – 75m <sup>2</sup>	\$77.66	\$11.21
Type B – 39m <sup>2</sup>	\$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 -)
2020/2021	\$69.56 to \$	172.94	0%	\$11.62	2 to \$28.88	0%
2021/2022	\$69.56 to \$172.94		0%	\$11.62	2 to \$28.88	0%
2022/2023	\$69.30 to \$	172.13	0%	\$9.73	to \$24.29	-16%
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)		<ul> <li>Contents insurance</li> <li>Home insurance (freehold units only)</li> <li>Electricity</li> <li>Gas</li> </ul>			<ul> <li>□ Water</li> <li>⊠ Telephone</li> <li>⊠ Internet</li> <li>⊠ Pay TV</li> <li>□ Other</li> </ul>	
10.3 What oth ongoing or o costs for rep maintenance replacement in, on or atta the units are responsible f pay for while in the unit?	ccasional air, and of items ched to residents for and	<ul> <li>Unit fixtures</li> <li>Unit fittings</li> <li>Unit appliances</li> <li>None</li> <li>Additional information</li> <li>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.</li> </ul>				
10.4 Does the offer a maint service or he residents arr repairs and maintenance unit?	enance Ip ange	<ul> <li>✓ Yes □ No</li> <li>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.</li> </ul>				
Part 11 – Exi	t fees – whe	en you leave	e 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 resid an exit fee w permanently their unit?	hen they	<ul> <li>Yes – all residents pay an exit fee calculated using the same formula</li> <li>Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> <li>No exit fee</li> </ul>				

	□ Other			
If yes: list all exit fee	5% of the Resale Price for each year of your residency, to a maximum of 35% of the Resale Price over seven years.			
options that may apply to new contracts	The ' <b>Resale Price</b> ' 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 reside in the unit	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			
<b>Note:</b> 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 Resale Price after 7 years of residence.				
The minimum exit fee is 1/365 x 5% of the Resale Price, for 1 day of residence.				
11.2 What other exit costs do residents	Sale costs for the unit			
need to pay or contribute to?	⊠ Legal costs			
	□ Other costs			
Part 12 – Reinstatement and renovation of the unit				
12.1 Is the resident responsible for	Xes Do			
reinstatement of the unit when they leave the unit?	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			

	<ul> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>			
	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	$\boxtimes$ 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)			
unit?	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 <i>gain</i> or capital <i>loss</i> on the resale of their unit?	Yes, the resident's share of the the resident's share of the capital gain is 50 % capital loss is 50 %			
Part 14 – Exit entitlemer	nt or buyback of freehold units			
	amount the operator may be required to pay the former resident under a he 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?	<ul> <li>Exit entitlement =</li> <li>ingoing contribution you paid,</li> <li>less exit fee,</li> <li>plus 50% of any capital gain on the resale or less 50% of any capital loss on the resale,</li> <li>less reinstatement costs (if any),</li> <li>less 50% of renovation costs,</li> <li>less operator's legal fees,</li> <li>less resident's share of sale costs for the unit, and</li> <li>less any other amounts owing e.g. any outstanding general or personal services charges, maintenance reserve fund contributions, water charges etc.</li> </ul>			

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 <b>earliest</b> of the following days:				
	the day 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 residence 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).				
	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.				
14.3 What is the turnover of units for sale in the village?	21 accommodation units were vacant as at the end of the last financial year [30 June 2023].				
	1 accommodation units were resold during the last financial year [1 July 2022 – 30 June 2023].				
	8.5 months was the average length of time to sell a unit over the last three financial years.				
Part 15 – Financial man	agement of the	village			
15.1 What is the	General Services Charges Fund for the last 3 years				
financial status for the funds that the	Financial	Deficit/	Balance	Change from	
operator is required to	Year	Surplus		previous year	
maintain under the	2020/2021	\$15,723	\$14,305	772%	
Retirement Villages	2021/2022	-\$3,670	\$13,330	-7%	
Act 1999?	2022/2023	\$15,595	\$11,166	-16%	
ACT 1999:	6 months ending 31 December 2023	\$7,190.48	\$7,015.05	-37%	
	Disclaimer: Whilst this information is considered to be accurate, it has not been confirmed by an independent audit.				
	Balance of <b>General Services</b> <b>Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available		\$7,015.05 in respect of last two quarters, ending 31 December 2023.		
			Whilst this information is considered to be accurate, it has not been confirmed by an audit.		
	Balance of <b>Maintenance</b> <b>Reserve Fund</b> for last financial year <i>OR</i> last quarter		\$420,304.48 in respect of last two quarters, ending 31 December 2023.		

	if no full financial year	Whilst this information is	
	available	considered to be accurate, it has not been confirmed by an audit.	
	Balance of <b>Capital</b> <b>Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year	\$171,122.91 in respect of last two quarters, ending 31 December 2023. 10 %	
	available Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	Whilst this information is considered to be accurate, it has not been confirmed by an independent audit.	
	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	erating.	
Part 16 – Insurance			
village, including for: • communal facilitie		Ill replacement value, for the retirement on units owned by residents.	
	ards the cost of this insurance as	part of the General Services Charge.	
16.1 Is the resident responsible for arranging any	Yes INO		
insurance cover?	If yes, the resident is responsible for these insurance policies:		
If yes, the resident is	Contents insurance		

Part 17 – Living in the village

responsible for these insurance policies:

Trial or settling in period in the village

offer prospective residents a trial period or a settling in period	Yes	🛛 No	
in the village?			

Pets				
17.2 Are residents allowed to keep pets?	🖾 Yes 🗌 No			
If yes: specify any restrictions or conditions	Subject always to the consent of the scheme operator and limited to one pet per accommodation unit.			
on pet ownership	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.			
Visitors				
17.3 Are there restrictions on visitors staying with residents or visiting?	⊠ Yes □ No			
If yes: specify any restrictions or conditions on visitors (e.g. length of	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.			
stay, arrange with manager)	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.			
Village by-laws and villa	ge rules			
17.4 Does the village have village by-laws?	⊠ Yes □ No			
	By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village. Note: See notice at end of document regarding inspection of village by-laws			
17.5 Does the operator have other rules for the village.	Yes INO If yes: Rules may be made available on request			
Posidont input				
Resident input				
17.6 Does the village have a residents	🖾 Yes 🔲 No			
committee established under the <i>Retirement</i> <i>Villages Act 1999</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. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.			
Part 18 – Accreditation				
18.1 Is the village voluntarily accredited through an industry- based accreditation scheme?	<ul> <li>☑ No, village is not accredited</li> <li>□ Yes, village is voluntarily accredited through:</li> </ul>			
<b>Note:</b> 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?	□ Yes ⊠ No			
<ul><li>If yes,</li><li>what is the fee to join the waiting list?</li></ul>				
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 regist	ration for the retirement village scheme			
Certificate of title or current title search for the retirement village land				
<ul> <li>Village site plan</li> <li>Plans showing the location, floor plan or dimensions of accommodation units in the village</li> </ul>				
<ul> <li>Plans of any units or facilities under construction</li> </ul>				
Development or planning approvals for any further development of the village				
<ul> <li>An approved redevelopment plan for the village under the <i>Retirement Villages Act</i></li> <li>An approved transition plan for the village</li> </ul>				
An approved closure plan for the village				
The annual financial statements and report presented to the previous annual meeting				
<ul> <li>of the retirement village</li> <li>Statements of the balance of the capital replacement fund, or maintenance reserve fund</li> <li>or general services charges fund (or income and expenditure for general services) at the</li> <li>end of the previous three financial years of the retirement village</li> </ul>				
	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 res	olution 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 <u>www.chde.qld.gov.au</u>

#### **General Information**

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

#### **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: <u>regulatoryservices@chde.qld.gov.au</u> Website: <u>www.chde.qld.gov.au/regulatoryservices</u>

#### 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: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

#### 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-yourretirement

#### 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: <u>caxton@caxton.org.au</u> Website: <u>caxton.org.au</u>

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#### Queensland Law Society

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000 Phone: 1300 367 757 Email: <u>info@qls.com.au</u> Website: <u>www.qls.com.au</u>

#### 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/