

From: contact@engage.vic.gov.au
Sent: Friday, 6 December 2019 3:18 PM
To: rvreview@justice.vic.gov.au
Subject: New Form submission on Review of the Retirement Villages Act 1986



New Form submission on Review of the Retirement Villages Act 1986

Hi rvreview@justice.vic.gov.au

There has been a submission on [Review of the Retirement Villages Act 1986](#) through Engage Victoria

A copy of the submission is provided as below:

You can also make your submission by adding comments below. This form will not save, so you may like to prepare your comments in a document.

You may fill out as many or as few of the boxes as you like.

The retirement village sector

When commenting on the retirement village sector you could cover:

- the impact of social and economic trends
- your thoughts and experience of Victoria's retirement village industry as a whole.

For more information and specific questions, see Part 1 of the issues paper or the summary [Retirement village sector and regulatory and policy framework](#).

Your comments about the retirement village sector

The retirement village industry or some in the industry prefer "lifestyle village", as some villages allow entry of part time workers, is necessary to support the aging population who may want additional physical security and friendship opportunities. It however needs to be better and consistently regulated. There appears to be too many differences in contracts which make comparison of villages difficult. There should be standard and simple language contracts supported by the Act, not using deficiencies in the Act to support bad behaviors on part of some developers/owners of villages.

The regulatory and policy framework for retirement villages

You could cover:

- the effectiveness of the Act
- how retirement villages are defined
- how the retirement village industry is regulated.

For more information and specific questions, see Part 2 of the issues paper or the summary [Retirement village sector and regulatory and policy framework](#).

Your comments about the regulatory and policy framework for retirement villages

What the the "ingoin" contribution means needs to be very clearly defined in plain language and specifically what responsibilities the incoming resident is liable for. For example if lease arrangement (unlike private tenancy) the resident may be liable for maintenance "inside" the residence but not outside. However my mothers residence had a water tank feeding the toilet and for watering the garden. The pump broke and it was expected that my mother would pay for a new pump. The contract was ambiguous on what was included in "the external" part of the the unit. The RV Act is 33 years old. The growth and demand for retirement villages requires that the

Act is amended to reflect current and future projected community expectations, especially fairness.

Entering a retirement village

You could cover:

- the process of entering a contract
- cooling-off periods
- the disclosures that operators are required to make
- the complexity of the contract
- financial models for living in a retirement village
- deferred management fees.

For more information and specific questions, see Part 3 of the issues paper or or the summary [Entering a retirement village](#).

Your comments about entering a retirement village

Based on my experience I support amendments to cooling off and settling in periods as per the NSW RV Act 1999. In my mothers village a resident terminated at about 3 months and lost a substantial portion of her in-going contribution plus was liable for ongoing fees for a few more months plus sales and marketing as well as legal fees (hers and the RV owner) This loss made it difficult for her to move back out into the community. I agree that advertising for a unit should include the dollar value for the in going contribution, seen by some residents as a "sale price", and should include an example of expected DMF as well as other likely costs so that they are comparing apples with apples. Agree that should be calculated pro rata My mother entered a RV in 2011. The contract was exceptionally lengthy and convoluted, weighted to the RV Having to pay your own solicitor plus the RV solicitor fees on entry and exit extremely unfair. Also an "agent" fee to the RV even if external agent en

Living in a retirement village

You could cover:

- the obligations of village operators
- how villages are governed and managed.

For more information and specific questions, see Part 4 of the issues paper or the summary

[Living in a retirement village](#).

Your comments about living in a retirement village

Agree "managers" and fill in staff should have accredited and ongoing training in the sector including people skills and knowledge of the RV contracts and obligations and changes to legislation. Benefits include correct advice and support to residents and confidence in RV. RVs should be accredited on having aging in place. My mothers village did not have an Aged Care facility in place nor offered services such as dining in. Both would have been beneficial when my stepfather developed Alzheimers and had to be placed some distance away which made visiting by my mother and friends difficult. My mother would have benefited from having meals provided (the RV had a commercial kitchen). My fathers RV has aged care attached, he is comforted knowing that if he requires care he can easily be visited by his wife and friends

Leaving a retirement village

You could cover:

- the process of selling or re-leasing a unit
- obligations to reinstate or refurbish units
- ongoing charges after the resident leaves
- how capital gains are handled.

For more information and specific questions, see Part 5 of the issues paper or the summary [Leaving a retirement village](#).

Your comments about leaving a retirement village

Under my mothers RV contract she was required to give notice of intent to vacate. Once this was submitted she had 30 days to move out. We were advised verbally (by the RV Manager) that she could stay until a sale was confirmed only needing to move out to allow for refurbishment. They enforced the 30 days and the sale was dependent on sale of the incoming residents property. Hence no money for my mother to move to a serviced apartment. If she had to go to Aged Care the RV would have paid but not a SA which my mother was not ready for. Fees however continued until settlement by the incoming resident. Capital gains were split 50-50 but no reimbursement for property improvements. Refurbishment was solely costed to my mother. As stated paying 2 sets of legal fees (own and RV) on entry and exit grossly unfair. The exit process which started off smoothly was extremely stressful for my mother and my sister and I, especially as we could not pay her ingoing contribution for her SA in QLD

Dispute resolution

You could cover internal and external dispute resolution processes.

For more information and specific questions, see Part 6 of the issues paper or the summary [Dispute resolution](#).

Your comments about dispute resolution

The enforcement of rights and responsibilities

You could cover:

- how offences are enforced

- civil rights and remedies that residents may have access to.

For more information and specific questions, see Part 7 of the issues paper or the summary [Enforcement of the Act](#).

Your comments about the enforcement of rights and responsibilities

Any other comments

If you have any other comments, including about issues that have not been discussed in the issues paper, you can enter them into the box below.

Your comments

As the RV always in interpreting their contracts falls back on the RV Act all possible contingencies should be considered in the revisions. Of particular concern to me with both sets of parents having or still residing in RV is as follows: While the resident remains well and unlikely to move until death the system works albeit contracts should be simplified and consistent across agencies and management staff appropriately accredited. The Act should cover maximum percentages on deferred management fees not minimum Capital gains should include a benefit to resident on property improvements and refurbishments (except for willful damage) should be split 50/50 Aging in place including in home and aged care co-location should be part of any accreditation and the preferred option in planning The ACT needs to be amended to include releasing funds to facilitate moving to supported independent living i.e. serviced apartment Review of notice to vacate to include protections for outgoing resid

I have read and agree to the privacy statement

Yes

Provide your name or email address to help us identify your comments if you wish to access them, make a correction, or require technical support.

First Name

██████████

Last Name

██████████

Email address

██

How would you like us to handle your comments?

You may publish my comments anonymously (your name will be omitted)

What best describes your interest and involvement in retirement villages?

Current or former resident; Friend or family of a current or former resident

Location of retirement village (if relevant)

Metropolitan Melbourne; Regional Victoria

Year of entry into retirement village (if relevant)

Before 2014

To view all of the form's submissions, visit:

<https://engage.vic.gov.au/index.php/dashboard/reports/forms/viewDetail/2315>

Regards,

The Engage Victoria Team

This is not SPAM. You are receiving this message because you have submitted feedback or signed up to Engage Victoria. If you think you have been sent this by mistake please contact us at contact@engage.vic.gov.au.

