

Submission to the  
CONSUMER AFFAIRS REVIEW  
Of the  
RETIREMENT VILLAGES ACT 1986

Submission from Alan Dyall [REDACTED]

4<sup>th</sup> November 2019

Publish in whole with my name and name of organization.

Nine year resident of [REDACTED]

Retirement village accreditation.

I do not know much about village accreditation.

I do know that we have not had a practice emergency involving all units and serviced apartments in the 9 years I have been a resident.

Management qualifications and training.

Retirement Village managers and administration staff should be declared occupations, professions, careers and should attend a school or university and hold a degree or certificate to prove that they have passed the course.

Seven of the 9 years that I have been a resident of [REDACTED] I have been in constant conflict with [REDACTED] the ex-village manager and the Committee of Management for legally supporting [REDACTED] 100%. The owner operators train their managers and admin staff the way that suits them. Care and support for the residents are a side issue. The uniforms and name tags have [REDACTED] logo larger than the employee's name.

I am assuming that [REDACTED] was under contract to [REDACTED] in that he works full time for [REDACTED] while [REDACTED] is saying that [REDACTED] and our present village manager works full time for the residents.

[REDACTED]

I am taking credit for our ex-village manager being moved to another village. About 10 months ago, our next village manager was given the job of repairing the problems that the ex-manager caused. His replacement was told by [REDACTED] to clean up the mess left by the first village manager. Which [REDACTED] did a good job in repainting rain damage unit walls and repairing leaking roofs. We now have another village manager that [REDACTED] claim to be especially employed to manage our village. He asked me to have a chat with him. I only agreed to have the chat because the chairman of the Committee of Management told me at the August forum that he was contacted to our association.

Just after our chat started I asked him a direct question. "Are you contracted to [REDACTED]?" He did not give me a direct answer. I took his answer as a "NO." He made a grave mistake the day he officially took over the position, concerning the Committee of Management's chairman.

It takes a tradesman 3 or 4 years to become a qualified tradesperson to earn a living at the trade. It only takes a month or so to train a village manager to the owner operators company's village rules. Our new village manager under the direction of the Committee of Management runs a \$1.3 million per year business so as the owner operator, [REDACTED] can make a profit for its shareholders.

In my opinion each retirement village association Inc. should fully employ (Under contract) a village manager, a handy person, a driver and a gardener. The Committee of Management can hire and fires all 4 positions.

The owner operator employs under contract its own administration staff. Senior administrator, an assistant, and enough qualified carers for the 24/7 emergency arrangement.

### Annual meetings/reporting.

In all our resident meetings we never have enough residents in attendance to form a quorum. Any vote taken at an official meeting had to wait 21 days before the vote motion became official.

I always believed that forum meetings (Every 3 months) were for the residents to ask [REDACTED] questions.

A month before the August forum I organized a petition with the residents to ask [REDACTED] directly 6 questions. I went door to door with my forewarned petition (The Committee of Management refused me permission to use the common notice board.) and received over 50 residents signatures to ask [REDACTED] the following questions.

Petition and questions.

**Question No 1.** Supply us in writing the absolute legal proof that the [REDACTED] Residents Serviced Association Inc. owns [REDACTED]?

**Question No 2.** Can a resident resign from the [REDACTED] Residents Service Association Inc. and if so, what would be the implications?

**Question 3.** Who are each of the staff contracted to? [REDACTED]?

**Question 4.** Who pays the council rates and insurance on the community center, serviced apartment buildings and the common ground?

**Question 5.** Does [REDACTED] pay in any way any financial or in kind gain to our staff or village residents for services rendered to [REDACTED]?

**Question 6.** According to the association's purpose, does the Committee of Management run the village for [REDACTED] benefit?

Enclosed is a 5 page copy of my file number 193. File No 193 is the petition I went door to door on a Sunday to get support so as to ask the 6 questions to [REDACTED] at the August forum.

Page one is the fore warned letter I sent to the 55 residents that supported my first petition (Which I decided to cancel) with the residents name on top of the page.

Page two. Is the reverse side of page one. Listing the questions I want to ask [REDACTED] at the August forum.

Page three. Is at the top of the petition questions that I want support to ask [REDACTED]

The petition its self is stuck/glued under the 6 questions.

Enclosed is the minutes of the August forum. My file number 216. There was a record number of residents in attendance at this forum. I will let the reader of these minutes see that these question and answers were designed to make a fool of me in front of my supports. Out of the 9 questions and answers only one or two were in the petition. The rest were made up. I am not satisfied with any of the Committee's answers. There is not one word of my response to the Chairman's answers.

The Committee of Management chairman, [REDACTED] who chaired the forum referred to [REDACTED] (Who is a permanent member on the Committee of Management, also the operations manager of [REDACTED] [REDACTED]) to respond to my response. Because of the questions and answers coming from the village news, I felt bullied and verbally abused by some of the Committee that were commenting near me. It appears that Lendlease wanted the committee to answer my questions on the petition.

#### Retirement villages with an owner's corporation.

Our village is a strata titled village, therefore we come under the Owners Corporation? Under our village rules we now have a situation where the Owner/operator has agreed to combine the Owners Corporation with the [REDACTED] Residents Serviced Association Incorporated. It appears to me that by doing this the Owner/operators has given the common property over to the association to pay for the maintenance of the common property via the long term maintenance plan. Is this situation legal?

I have asked our owner/operator to show me in writing (See question one) the legal document that legally proves that the residents do own the common property.

I put this and many other question to [REDACTED] via [REDACTED] the manager for [REDACTED] [REDACTED] at the start of the year. [REDACTED] answered all of my questions, (Not happy with any of her answers) but did not answer this one. [REDACTED] wanted 2 weeks to consult with her staff. This was in February this year.

#### Operator's obligations.

When I came into [REDACTED] I expected that the owner/operator would look after the up keep of their village, via their staff, while the village manager would look after the resident's interests in the facilities that we all come into the village to enjoy. I have no problem with paying a fee for every day maintenance, BUT, I have a problem with paying the 10% extra on our monthly fees for the 10 year long term maintenance plan. Why should the residents pay for replacement, refurbishment and major repairs when I may have left the village or died?

#### What is the difference between 'Maintenance' and 'capital items'?

Here we have my problem.

To me, maintenance means cutting the grass, paying for the power for the street lighting, fixing water leaks that occur from time to time. Etc. Etc.

To me, capital items mean the 10% included in our monthly fees that enables the association to have an investment/asset of over \$300,000 in the bank for the 10 year long term maintenance plan.

Maintenance and capital replacement plans and funds.

The way I see long term maintenance is that:- Once the Committee of Management decides to replace the village bus under the plan. This new bus then becomes an asset to the owner operator for the next 10 years. Then in 10 years' time the committee decides to replace the bus with a new one.

I believe that the association maintains the bus, petrol, repairs, servicing, cleaning, registration, insurance etc. for as long as the resident lives in the village. Then when the bus is beyond repair the Owner operator buys/provides a new bus.

My quote,

"Residents come and residents go, Committees come and committees go, Permanent Members come and permanent members go, village managers come and village managers go. BUT the minutes last as long as the association exists."

In all my complaints to the Committee of Management (There has been quite a lot) all I get in the minutes is, "The committee had discussed the correspondence and no further action will be taken." I have all the minutes since 2010.

I put in a submission to the 2017 inquiry into the retirement living industry. (No 708) The urgent request to have an ombudsman into the retirement living industry, also with a petition signed by 30 residents about the unfairness of the long term Maintenance plan.

The Retirement Living Code of Conduct bought out by The Retirement Living Council (RLC) and the Leading Aged Services Australia (LASA) is not worth the paper it's written on, unless we have an Ombudsman to force the retirement living operators to answer the hard questions.

Hoping my submission is helpful to Consumer Affairs review into the Retirement Villages Act 1986.

Regards

Alan Dyll