

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

**This form is effective from 1 February 2019**



Name of village: Con Noi Apartments Carindale

### 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.connoi.com.au](http://www.connoi.com.au)
- 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 Parks Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://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](http://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 31 January 2019 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

<b>1.1 Retirement village location:</b>	Retirement Village Name <u>Con Noi Apartments Carindale</u>
	Street Address <u>30 Scrub Road</u>
	Suburb <u>Carindale</u> State <u>Queensland</u> Post Code <u>4152</u>
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner <u>Bella Casa Carindale Pty Ltd ATF Bella Casa Carindale Trust</u>
	Australian Company Number (ACN) <u>157 679 984</u>
	Address <u>Level 1, 2000 Logan Road</u>
	Suburb <u>Upper Mt Gravatt</u> State <u>Queensland</u> Post Code <u>4122</u>
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator) <u>Bella Casa Carindale Pty Ltd ATF Bella Casa Carindale Trust</u>
	Australian Company Number (ACN) <u>157 679 984</u>
	Address <u>Level 1, 2000 Logan Road</u>
	Suburb <u>Upper Mt Gravatt</u> State <u>Queensland</u> Post Code <u>4122</u>
	Date entity became operator <u>13 June 2014</u>

<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details Bella Casa Retirement Villages Pty Ltd
	Australian Company Number (ACN) <u>157 679 582</u>
	Phone <u>07 3843 4735/ 07 3422 9300</u> Email <u>info@connoi.com.au</u>
	An onsite manager (or representative) is available to residents: <input type="checkbox"/> Full time <input checked="" type="checkbox"/> Part time <input type="checkbox"/> By appointment only <input type="checkbox"/> None available <input type="checkbox"/> Other (specify) _____
	Onsite availability includes: Weekdays <u>9am to 3pm</u> Weekends <u>By request</u>

## Part 2 – Age limits

### 2.1 What age limits apply to residents in this village?

In the case of a single resident, the resident must be 60 years of age or over. In the case of joint residents, one resident must be 60 years of age or over and the second resident must be 55 years of age or over. The scheme operator reserves the right in the future to vary (by increasing or decreasing) the age limit for residents of the village.

## ACCOMMODATION, FACILITIES AND SERVICES

### Part 3 – Accommodation units: Nature of ownership or tenure

#### 3.1 Resident ownership or tenure of the units in the village is:

- Freehold (owner resident)  
 Lease (non-owner resident)  
 Licence (non-owner resident)  
 Share in company title entity (non-owner resident)  
 Unit in unit trust (non-owner resident)  
 Rental (non-owner resident)  
 Other (specify) \_\_\_\_\_

### Accommodation types

**3.2 Number of units by accommodation type and tenure** There are 0 units in the village, comprising 0 single storey units;  
45 units in multi-storey building with 2 levels

Accommodation Unit	Freehold	Leasehold	Licence	Other [name]
Independent living units				
- Studio				
- One bedroom				
- Two bedrooms			14	
- Three bedrooms			31	
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other [specify]				
Total number of units			45	

### 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  all  some units

Alternatively, a ramp, elevator or lift allows entry into  all  some units

Step-free (hobless) shower in  all  some units

Width of doorways allow for wheelchair access in  all  some units

Toilet is accessible in a wheelchair in  all  some units

Other key features in the units or village that cater for people with disability or assist residents to age in place \_\_\_\_\_

None

**Part 4 – Parking for residents and visitors**

<b>4.1 What car parking in the village is available for residents?</b>	<input type="checkbox"/> all/ <input type="checkbox"/> some/ ..... units with own garage or carport attached or adjacent to the unit <input type="checkbox"/> all/ <input type="checkbox"/> some/ ..... units with own garage or carport separate from the unit <input type="checkbox"/> all/ <input type="checkbox"/> some/ ..... units with own car park space adjacent to the unit <input checked="" type="checkbox"/> all/ <input type="checkbox"/> some/ ..... units with own car park space separate from the unit <input type="checkbox"/> General car parking for residents in the village <input type="checkbox"/> Other parking e.g. caravan or boat <u>On approval from the operator</u> <input type="checkbox"/> ..... units with no car parking for residents <input type="checkbox"/> No car parking for residents in the village Restrictions on resident's car parking include: .....
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<b>4.2 Is parking in the village available for visitors?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, parking restrictions include e.g. time limit, swipe card/code; [or are available on request]	Short term visitor parking. Parking for more than one day term will incur a daily fee
	.....
	.....
	.....
	.....

**Part 5 – Planning and development**

<b>5.1 Is construction or development of the village complete?</b>	Year village construction started <u>2014</u> <input checked="" type="checkbox"/> Fully developed/completed <input type="checkbox"/> Partially developed/completed <input type="checkbox"/> Construction yet to commence
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<b>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</b>	Development approval granted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes to either: • Provide details and timeframe and final number and types of units and any new facilities.	Development application pending <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<b>Note:</b> 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<br><input type="checkbox"/> Arts and crafts room<br><input type="checkbox"/> Auditorium<br><input checked="" type="checkbox"/> BBQ area outdoors<br><input checked="" type="checkbox"/> Billiards room<br><input checked="" type="checkbox"/> Bowling green<br><input checked="" type="checkbox"/> indoor <input type="checkbox"/> outdoor<br><input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access)<br><input type="checkbox"/> Chapel/prayer room<br><input type="checkbox"/> Communal laundries<br><input checked="" type="checkbox"/> Community room or centre<br><input checked="" type="checkbox"/> Dining room<br><input checked="" type="checkbox"/> Gardens<br><input checked="" type="checkbox"/> Gym<br><input checked="" type="checkbox"/> Hairdressing or beauty room<br><input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room<br><input checked="" type="checkbox"/> Restaurant<br><input type="checkbox"/> Shop<br><input checked="" type="checkbox"/> Swimming pool<br><input type="checkbox"/> indoor <input checked="" type="checkbox"/> outdoor<br><input checked="" type="checkbox"/> heated <input type="checkbox"/> not heated<br><input type="checkbox"/> Separate lounge in community centre<br><input type="checkbox"/> Spa<br><input type="checkbox"/> indoor <input type="checkbox"/> outdoor<br><input type="checkbox"/> heated <input type="checkbox"/> not heated<br><input type="checkbox"/> Storage area for boats/caravans<br><input type="checkbox"/> Tennis court full half<br><input type="checkbox"/> Village bus or transport<br><input type="checkbox"/> Workshop<br><input type="checkbox"/> Other (specify) ..... |
|---|--|

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).

### 6.2 Does the village have an onsite, attached or colocated residential aged care facility?

- Yes  No
- Name of residential aged care facility and name of approved provider
- Lorocco, 40 Scrub Road, Carindale.
- Queensland Rehabilitation Services Pty Ltd is the approved provider.

**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

## Part 7 - Services

### 7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?

- all rates and taxes (where not prohibited at law to be recovered from recovery from the residents), charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi governmental agency in respect of the village;
- all charges for water, gas and electricity for common areas of the village (i.e. other than electricity, gas and hot water attributable to accommodation units within the village, which electricity and gas will be charged in accordance with the Terms of Supply for Electricity and Gas Supply), sewerage, waste disposal and other services supplied to the village and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the village;
- all insurance premiums payable by the Operator in respect of the village and the village against risks as the Operator deems necessary or desirable from time to time, including public risk and liability, fire, lightning, storm, tempest, water, earthquake, malicious act, explosion, impact and riot or civil commotion;
- the costs of all services provided to residents of the village by the Operator or any manager, caretaker, employee or independent contractor employed or engaged by the Operator;
- the costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the village in good order and condition, including provision, at the discretion of the Operator, for future contingencies;
- all costs of the maintenance of the exterior of all accommodation units in the village and the interior and exterior of all buildings and other improvements in common use by residents of the village;
- all costs of the day to day maintenance and caretaking of the gardens, landscaped areas, lawns, pathways, roads and other parts of the common property;
- all costs of the control and eradication of pests in the common property;
- all costs of the day to day maintenance, testing and monitoring of fire fighting and protection equipment installed in the village, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
- the costs of day to day maintenance, monitoring and responding to the emergency alarm system and the other security services and emergency care services provided to residents of the village (where not on a user pays basis);
- the outgoings, costs and expenses in respect of the operation and day to day maintenance of the bus (if any) used to provide transport services to residents of the village, including insurance, registration, servicing, oil, petrol and the salaries and wages paid to drivers;
- all payments made to or in respect of any manager, caretaker, employee or independent contractor employed or engaged by the Operator in connection with the village including wages and salaries, superannuation contributions, sick leave, holiday leave, long service leave, payroll tax, workers' compensation insurance premiums and other statutory taxes and charges;
- all costs for the provision of accommodation to any manager, caretaker, employee or independent contractor employed or engaged by the Operator in connection with the village;

	<ul style="list-style-type: none"> <li>• the costs of management, secretarial, legal, audit, book-keeping, accounting and banking services provided in connection with the village;</li> <li>• all costs of complying with the requirements of any government or statutory authority in connection with the operation, management and administration of the village;</li> <li>• the fees of any auditor engaged to resolve any dispute between the Operator and the Resident in respect of the reasonableness or fairness of the calculation of the General Services Charge or the Maintenance Reserve Fund Contribution;</li> <li>• any deficit carried forward from any previous accounting period;</li> <li>• any costs associated with the maintenance of the swimming pool, including all chemicals, materials, gas, electricity;</li> <li>• any costs associated with refuse collection and disposal, including refuse collection from village bin enclosures and disposal off site;</li> <li>• any other expenditure properly incurred in respect of the operation, management or administration of the village; and</li> <li>• any costs of maintenance of cables and conduits for village telephone and communication systems.</li> </ul>
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<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes, list the current services (e.g. meals, laundry, home cleaning), fee information and provider.</i></p> <p>Personal services are considered on an as-requested basis and are subject to the Operator agreeing to provide those services from time to time.</p>
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<p><b>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</b></p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number _____)</p> <p><input type="checkbox"/> Yes, home care is provided in association with an Approved Provider [name of provider] _____</p> <p><input checked="" 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:

FOB entry to carpark and building. Security cameras in common areas.

- the security system is monitored between:

\_\_\_\_\_ am and \_\_\_\_\_ pm \_\_\_\_\_ days per week.

**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:

- the emergency help system us monitored between:

\_\_\_\_\_ am and \_\_\_\_\_ pm \_\_\_\_\_ 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

First Aid Kit

## 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.*

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>		
	Independent living units	\$525,000	to	\$535,000
	— Studio	\$	to	\$
	— One bedroom	\$	to	\$
	- Two bedrooms	\$525,000	to	\$525,000
	- Three bedrooms	\$535,000	to	\$535,000
	<b>Serviced units</b>	\$	to	\$
	— Studio	\$	to	\$
	— One bedroom	\$	to	\$
	— Two bedrooms	\$	to	\$
	— Three bedrooms	\$	to	\$
	<b>Other (specify)</b>	\$	to	\$
	<b>Full range of ingoing contributions for all unit types</b>	\$525,000	to	\$535,00
<b>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?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: set out how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee. Different finance options are available on application and are determined at the Operator's discretion and on a case by case basis.			
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**9.3 What other entry costs do residents need to pay?**

- Transfer or stamp duty
- Costs related to your residence contract
- Costs related to any other contract e.g. \_\_\_\_\_ (specify)
- Advance payment of General Services Charge
- Other costs (specify) \_\_\_\_\_

**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 Charge 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 (specify)	\$	\$
All units pay a flat rate	\$90.48 per week	\$37.34 per week

**Last three years of General Services Charge and Maintenance Reserve Fund contribution**

Financial year	General Services Charge (range) (weekly)	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2015/2016	\$100.67 to \$100.67	\$29.07 to \$29.07	%
2016/2017	\$108.34 to \$108.34	\$35.06 to \$35.06	9.5 %
2017/2018	\$97.04 to \$97.04	\$35.76 to \$35.76	-7.4 %

**Units within a community title scheme only**

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

**Current weekly rates of Body Corporate fees and sinking fund**

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Administrative Fund fee (weekly)
Independent Living Units		
— Studio	\$	\$
— One bedroom	\$	\$
— Two bedrooms	\$	\$
— Three bedrooms	\$	\$
Serviced Units		
— Studio	\$	\$
— One bedroom	\$	\$
— Two bedrooms	\$	\$
— Three bedrooms	\$	\$
Other (specify)	\$	\$

**Last three years of Body Corporate and Administrative Fund Fee and Sinking Fund contribution**

Financial year	General Services Charge (range) (weekly)	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
	\$ to \$	\$ to \$	%
	\$ to \$	\$ to \$	%
	\$ to \$	\$ to \$	%

<p><b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b></p>	<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</p>	<p><input type="checkbox"/> Water  <input checked="" type="checkbox"/> Telephone  <input type="checkbox"/> Internet  <input checked="" type="checkbox"/> Pay TV  <input type="checkbox"/> Other (specify) _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p><b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in or attached to the units are residents responsible for and pay for while residing in the unit?</b></p>	<p><input checked="" type="checkbox"/> Unit fixtures  <input checked="" type="checkbox"/> Unit fittings  <input checked="" type="checkbox"/> Unit appliances  <input type="checkbox"/> None</p> <p>Additional information</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: provide details, including any charges for this service.</p> <p>The Village Manager can assist to obtain quotes for the residents for any repairs and maintenance for their units</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**Part 11 – Exit fees – when you leave the village**

*A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).*

<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></p>	<p><input checked="" type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula  <input type="checkbox"/> Yes – all residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract  <input type="checkbox"/> No exit fee  <input type="checkbox"/> Other (specify) _____</p> <p>If yes: the exit fee is calculated as:  7% of a new resident's ingoing contribution for the first year the current resident resided in the apartment.  Increases of 4% for each further year, or part year, of occupation of the apartment after the first year.</p>
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	Capped at 31% after 7 years of occupation of the unit.
	The exit fee is calculated on a pro rata daily basis for any part year of occupation.
	[Note: list all exit fee formulas in words that may apply to new contracts]



**Part 12 – Reinstatement and renovation of the unit**

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

Yes  No

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

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

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

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

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

- 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)
- ~~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~~
- No

Renovation means replacement and 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 the capital gain is shared.

**Part 13 – Capital gain or losses**

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

- 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)
- ~~Optional – residents can elect to share in a capital gain or loss option~~  
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)
- No



## Part 14 – Exit entitlement

*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.*

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>[specify formula or formulas]</p> <p>New resident ingoing contribution</p> <hr/> <p><b>less</b> exit entitlement</p> <hr/> <p><b>less</b> the cost of any reinstatement work not paid for by the resident</p> <hr/> <p><b>less</b> the resident's share of the costs of any agreed renovation work (residents share as per capital gain/loss entitlement percentage)</p> <hr/> <p><b>less</b> legal fees and sales fees</p> <hr/> <p><b>add/less</b> share of capital gain/loss</p> <hr/>
<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the earliest of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> which is 18 months after the termination of the residence contract</li> <li>OR</li> <li><input type="checkbox"/> which may range from ..... months to ..... months after the termination of the residence contract</li> <li>OR</li> <li><input type="checkbox"/> no date is stated in the residence contract</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <p>In addition, an operator is required to see the probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>5 ..... accommodation units were vacant as at the end of the last financial year</p> <hr/> <p>1 ..... accommodation units were resold during the last financial year</p> <hr/> <p>3 ..... months was the average length of time to sell a unit over the last three financial years</p> <hr/>

**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?**

Balance of <b>General Services Charge</b> for the last 3 years		
Financial Year	Deficit/Surplus	Change from previous year
2015/2016	\$1,454.85 Deficit	0 %
2016/2017	\$31,517 Surplus	2168 %
2017/2018	\$21,500 Surplus	31 %
Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available		\$87,914.71
Balance of Capital Replacement Fund for the last financial year OR available quarter		\$439,502
Percentage of a resident ingoing contribution applied to the capital replacement fund		1.75%
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		
<input type="checkbox"/> the village is not yet operating.		

**Part 15- Financial management of the Body Corporate (if applicable)**

**Note:** All freehold community title scheme residents who own their unit are members of the body corporate.

**15.2 What is the financial status of the Body Corporate funds in a freehold village?**

<del>Administrative Fund</del> for the last 3 years		
Financial Year	Deficit/Surplus	Change from previous year
	\$	%
	\$	%
	\$	%
Balance of the <del>Sinking Fund</del> to cover spending of a capital or non-recurrent nature for the last financial year OR available quarter		\$
OR		
<input type="checkbox"/> 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:

The resident is responsible for insuring the contents of the unit (excluding the fixtures and fittings owned by the Operator) and any vehicle or boat owned by the resident which is stored at the village.

**Part 17 – Living in the village**

***Trial or settling in period in the village***

**17.1 Does the village offer prospective residents a trial period or a settling in period in the village?**

Yes  No

If yes: provide details including time frame and any costs or conditions

***Pets***

**17.2 Are residents allowed to keep pets?**

Yes  No

If yes: specify any restrictions or conditions on pet ownership

Pets are permitted, subject to the approval of the Operator, in accordance with the Pet Policy for the village.

Only one cat (not weighing more than 12kg) or one dog (not weighing more than 12kg) is permitted at any time.

**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 stay, arrange with manager)

Refer to clause 12.18 of the Licence Agreement.

The Resident must promptly notify the Scheme Operator in advance if the Resident intends for a visitor to stay for any period of up to one week.

If the intended visitor is under 18 years of age and staying for a period longer than 2 days, the Resident must obtain the prior approval of the Scheme Operator.

If the Resident intends for a visitor to stay for a period of more than one week the Resident must obtain the prior written approval of the Scheme Operator. The Resident must ensure that the Resident's visitors comply with the rules of the Village and not interfere with the rights and enjoyment of other residents of the Village.

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**Village by-laws and village 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.

**17.5 Does the operator have other rules for the village?**

Yes  No

If yes: specify rules

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**Resident input**

**17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?**

Yes  No

*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**

No, village is not accredited

Yes, village is voluntarily accredited through:

**accredited  
through an  
industry-based  
accreditation  
scheme?**

(specify)

.....

.....

**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

**19.1 Does the village maintain a waiting list for entry?**

Yes  No

If yes: what is the fee to join the waiting list?

No fee

Fee of \$..... which is

refundable on entry to the village

non-refundable

## 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 and any significant dimensions of accommodation units available in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of any capital replacement fund or maintenance reserve fund or general services charges 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

*An example request form containing all the necessary information you must include in your request is available on Department of Housing and Public Works website.*

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

### General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

### Regulatory Services, Department of Housing and Public Works

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

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://www.hpw.qld.gov.au/housing)

### Queensland Retirement Village and Parks 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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

### 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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au/sails\\_slass](http://www.caxton.org.au/sails_slass)

**Queensland Law Society**

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: [info@qls.com.au](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://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](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://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](http://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 more cost effective to adapt when life's circumstances change.

Website: [www.livablehousingaustralia.org.au](http://www.livablehousingaustralia.org.au)