## **Retirement Villages**

### Form 3

# QUEENSLAND

ABN: 86 504 771 740

#### **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 August 2023



Name of village: Finncare Retirement Villas

#### 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
  - 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.finncare.org.au/retirement-living
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

#### **Notice for prospective residents**

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract there are different types of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.

- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

#### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs
  Document, the village by-laws, your residence contract and all attachments to your residence
  contract for at least 21 days before you and the operator enter into the residence contract. This
  is to give you time to read these documents carefully and seek professional advice about your
  legal and financial interests. You have the right to waive the 21-day period if you get legal
  advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 24 September 2021 and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and m	and management details		
1.1 Retirement village location	Retirement Village Name: Finlandia Retirement Villas  Street Address: 337 Cleveland Redland Bay Road  Suburb: THORNLANDS State: QLD Post Code: 4164		
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Finncare Inc Australian Company Number (ABN): 26 587 653 803 Address: 343 Cleveland Redland Bay Road Suburb: THORNLANDS State: QLD Post Code: 4164		
1.3 Village operator	Name of entity that operates the retirement village (scheme operator)  Finncare Inc  Australian Company Number (ABN): 26 587 653 803  Address: 343 Cleveland Redland Bay Road  Suburb: Thornlands State: QLD Post Code: 4164  Date entity became operator: 1 July 2000		

1.4 Village	Name of village management entity and contact details			
management and onsite availability	Finncare Incorporated			
	Australian Company Number (ARBN): 086 401 238			
	Phone: 07 3829 4800 Email: info@finncare.org.au			
	An onsite manager (or representative) is available to residents:			
	⊠ Part time			
	Onsite availability includes:			
	Weekdays: 9am to 4pm			
1.5 Approved closure plan or transition plan	Is there an approved transition plan for the village?  ☐ Yes ☒ No			
for the retirement village	A written transition plan approved by the Department of Housing and Public Works 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 Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.			
1.6 Statutory Charge over retirement village land.	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.			
	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.			
	Is a statutory charge registered on the certificate of title for the retirement village land?  ⊠ Yes □ No			
	If yes, provide details of the registered statutory charge			
	Statutory charge number 703979174 pursuant to section 33 of the Retirement Villages Act 1988.			

Part 2 – Age limits				
2.1 What age limits apply to residents in this village?	Over 65 years.			
ACCOMMODATION, FA	CILITIES AND SE	RVICES		
Part 3 – Accommodation			tenure	
3.1 Resident	☐ Freehold (ow	ner resident)		
ownership or tenure of the units in the village	Lease (non-o	wner resident)		
is:	Licence (non-	owner resident	)	
	<u>                                     </u>		(non-owner resident)	
		ust (non-owner	resident)	
	`	wner resident)		
	□ Other			
Accommodation types 3.2 Number of units by accommodation type and tenure	There are 23 uni	its in the village	, comprising 23 single	e story units.
Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom				
- Two bedroom			23	
- Three bedroom				
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units			23	
Access and design				
Access and design	⊠ Level access f	rom the street i	nto and hetween all a	reas of the unit
3.3 What disability access and design features do the units	$\boxtimes$ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in $\boxtimes$ all units			

and the village contain?	☐ Alternatively, a ramp, elevator or lift allows entry into ☐ all ☐ some units
	⊠ Step-free (hobless) shower in ⊠ all units
	⊠ Width of doorways allow for wheelchair access in ⊠ all units
	⊠ Toilet is accessible in a wheelchair in ⊠ all units
	☐ Other key features in the units or village that cater for people with disability or assist residents to age in place
	□ None
Part 4 – Parking for resi	dents and visitors
4.1 What car parking in the village is available for residents?	⊠ General car parking for residents in the village
4.2 Is parking in the village available for	⊠ Yes □ No
visitors? If yes, parking restrictions include	Only available while visiting.
Part 5 – Planning and de	evelopment
5.1 Is construction or	Year village construction started August 1998
5.1 Is construction or development of the	Year village construction started August 1998
5.1 Is construction or development of the	Year village construction started August 1998    Start
5.1 Is construction or development of the village complete?  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	Year village construction started August 1998  ⊠ Fully developed / completed □ Partially developed / completed
5.1 Is construction or development of the village complete?  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.	Year village construction started August 1998  ⊠ Fully developed / completed □ Partially developed / completed □ Construction yet to commence  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
5.1 Is construction or development of the village complete?  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	Year village construction started August 1998  ⊠ Fully developed / completed □ Partially developed / completed □ Construction yet to commence  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 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 Housing and Public Works. Note: see notice at end of document regarding inspection of the development approval documents. Part 6 – Facilities onsite at the village 6.1 The following □ Activities or games room Medical consultation room facilities are currently available to residents: ☐ Arts and crafts room Restaurant □ Auditorium □ Shop BBQ area outdoors Swimming pool [indoor / heated] ☐ Separate lounge in community ☐ Billiards room centre ☐ Bowling green ☐ Spa [indoor / outdoor] [indoor/outdoor] [heated / not heated ☐ Business centre (e.g. computers, printers, internet ☐ Storage area for boats / caravans access) ☐ Tennis court [full/half] ☐ Chapel / prayer room Communal laundries Community room or centre Other: Sauna ☐ Dining room □ Gardens ☐ Gym ☐ Hairdressing or beauty room 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). Activities program with Aged Care Facility: Church Services, Hairdresser, Hydrotherapy Classes: Finnish Library and Onsite Café. 6.2 Does the village ⊠ Yes ∐ No have an onsite, Name of residential aged care facility and name of the approved attached, adjacent or provider

co-located residential	Finncare			
aged care facility?	Finncare Incorporated			
retirement village operator of the retirement village. The by an Aged Care Assessr	are not covered by the Retirement Villages Act 1999 (Qld). The recannot keep places free or guarantee places in aged care for residents of enter a residential aged care facility, you must be assessed as eligible ment Team (ACAT) in accordance with the Aged Care Act 1997 (Cwth). You move from your retirement village unit to other accommodation and w contract.			
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>Management and administration of the Village</li> <li>Common area cleaning and gardening</li> <li>Minor maintenance of Village assets</li> </ul>			
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☐ Yes ⊠ No			
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	3 Does the etirement village perator provide overnment funded ome care services ander the Aged Care Act 1997 (Registered Accredited Care Supplier – RACS III number 3967)			
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 <i>Aged Care Act 1997 (Cwth)</i> . These home care services are not covered by the <i>Retirement Villages Act 1999</i> (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 em	nergency systems			
8.1 Does the village have a security system?	☐ Yes ⊠ No			
8.2 Does the village have an emergency help system? If yes or optional:  • the emergency help				
system details are:	Tunstall Healthcare Medical Alarm Counter Top + Personal Pendant			

the emergency help system is monitored between:	24 hours per day, 7 days per week. All units have Tunstall - Phone not required			
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	☐ Yes ⊠ No			
COSTS AND FINANCIAL	MANAGEMENT			
Part 9 – Ingoing contrib	ution - entry costs to live i	n the village		
to secure a right to reside	e in the retirement village. Th	esident must pay under a residence contract e ingoing contribution is also referred to as ngoing charges such as rent or other		
9.1 What is the	Accommodation Unit	Range of ingoing contribution		
estimated ingoing contribution (sale	Independent living units	to to		
price) range for all	- Studio	\$ to \$		
types of units in the	- One bedroom	\$ to \$		
village	- Two bedrooms	\$ 410,000 to \$425,000		
	- Three bedrooms	\$ to \$		
	Serviced units	ф +- ф		
	- Studio	\$ to \$		
	- One bedroom	\$ to \$		
	- Two bedrooms	\$ to \$		
	- Three bedrooms	\$ to \$		
	Other	\$ to \$		
	Full range of ingoing contributions for all unit types	\$410,000 to \$425,000		
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	☐ Transfer or stamp duty			
costs do residents	☐ Costs related to your res			
need to pay?	- Cosis related to arry offi	er contract e.g		

		☐ Advance	e payment of Gen	eral Serv	rices Charge	
		⊠ Other co	osts: Scheme ope	rator's le	gal fees approx	imately \$1,815.00
Part 10 - Ong	Part 10 – Ongoing Costs - costs while living in the retirement village					
<b>General Services Charge:</b> 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.						
repairing (but r This fund may	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.					
each financial y Maintenance R Note: The follo	year and th Reserve Fullowing ongo	ese amount nd is determ ing costs are	Charges Fund and some can increase earth increase earth ined by the operage all stated as we have billing period for	ich year. Itor using ekly amoi	The amount to a quantity surv unts to help you	reyor's report. I compare the
10.1 Current v	veekly rate	es of Genera	al Services Char	ge and N	laintenance Ro	eserve Fund
Type of Unit			General Services Charge (weekly)		Maintenance Reserve Fund contribution (weekly)	
All units pay a	a flat rate	\$134.95			\$39.48	
		<b>T</b>			<del>+</del> · · · · ·	
		Services Ch	arge and Mainten Overall % change from	ance Res Mainter Reserv	erve Fund conti	ribution Overall % change from
Last five years Financial	of General General S	Services Ch	arge and Mainten Overall %	Mainter Reserve contrib	erve Fund conti nance e Fund ution (range)	Overall % change from previous year
Last five years Financial	of General General S Charge (I	Services Ch	arge and Mainten Overall % change from	Mainter Reserv	erve Fund conti nance e Fund ution (range)	Overall % change from
Last five years Financial year	of General General S Charge (I (weekly)	Services Ch	arge and Mainten Overall % change from previous year	Mainter Reserve contrib (weekly	erve Fund conti nance e Fund ution (range)	Overall % change from previous year (+ or -)
Last five years Financial	of General General S Charge (I	Services Ch	arge and Mainten Overall % change from	Mainter Reserve contrib	erve Fund conti nance e Fund ution (range)	Overall % change from previous year
Last five years Financial year  2018/2019	of General General S Charge (I (weekly)	Services Ch	arge and Mainten Overall % change from previous year +1.06%	Mainter Reserve contrib (weekly) \$ 24.91	erve Fund conti nance e Fund ution (range)	Overall % change from previous year (+ or -) + 3.5%
Last five years Financial year  2018/2019 2019/2020 2020/2021 2021/2022	of General S General S Charge (I (weekly) \$ 119.83 \$ 121.91 \$ 124.67	Services Ch	arge and Mainten Overall % change from previous year +1.06% 1.7% +2.3% 0.0%	Mainter Reserve contrib (weekly) \$ 24.91 \$ 24.86 \$ 24.86 \$ 24.86	erve Fund continance e Fund ution (range)	Overall % change from previous year (+ or -)  + 3.5% -0.20 +0% 0.0%
Last five years Financial year  2018/2019 2019/2020 2020/2021	of General General Charge (I (weekly) \$ 119.83 \$ 121.91 \$ 124.67	Services Ch	arge and Mainten Overall % change from previous year +1.06% 1.7% +2.3%	Mainter Reserve contrib (weekly) \$ 24.91 \$ 24.86 \$ 24.86	erve Fund continance e Fund ution (range)	Overall % change from previous year (+ or -) + 3.5% -0.20 +0%
2018/2019 2019/2020 2020/2021 2021/2022 2022/2023  10.2 What cos relating to the are not covered	of General Seneral Sen	Services Ch Services range)	arge and Mainten Overall % change from previous year +1.06% 1.7% +2.3% 0.0%	## Mainter Reserve contrib (weekly)  \$ 24.91  \$ 24.86  \$ 24.86  \$ 33.35	erve Fund continance e Fund ution (range)	Overall % change from previous year (+ or -)  + 3.5% -0.20 +0% 0.0%
Last five years Financial year  2018/2019 2019/2020 2020/2021 2021/2022 2022/2023  10.2 What cos relating to the are not covere General Service	of General General S Charge (I (weekly)  \$ 119.83 \$ 121.91 \$ 124.67 \$ 124.67 \$ 127.45  et s cunits ed by the ces	Services Ch Services range)	arge and Mainten Overall % change from previous year  +1.06% 1.7% +2.3% 0.0% + 2.2%  ts insurance	## Mainter   Reserve	erve Fund continance e Fund ution (range)	Overall % change from previous year (+ or -)  + 3.5% -0.20 +0% 0.0%
Last five years Financial year  2018/2019 2019/2020 2020/2021 2021/2022 2022/2023  10.2 What cos relating to the are not covere General Servic Charge? (resident)	of General General S Charge (I (weekly)  \$ 119.83 \$ 121.91 \$ 124.67 \$ 127.45  sts e units ed by the ces dents	Services Ch Services range)	arge and Mainten Overall % change from previous year  +1.06% 1.7% +2.3% 0.0% + 2.2%  ts insurance nsurance (freehole	## Mainter Reserve contrib (weekly)  \$ 24.91  \$ 24.86  \$ 24.86  \$ 33.35	erve Fund continance e Fund ution (range)	Overall % change from previous year (+ or -) + 3.5% -0.20 +0% 0.0%
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Last five years Financial year  2018/2019 2019/2020 2020/2021 2021/2022 2022/2023  10.2 What cos relating to the are not covere General Servic Charge? (resignal model) and to page the service of the page to the page to the page to page the service of	sts eunits ed by the ces dents ay these ely)	Services Cheservices cange)  Content Home in only)  Electric	arge and Mainten Overall % change from previous year  +1.06% 1.7% +2.3% 0.0% + 2.2%  ts insurance nsurance (freeholesity	## Mainter Reserve contrib (weekly)  \$ 24.91  \$ 24.86  \$ 24.86  \$ 33.35	erve Fund continance e Fund ution (range)	Overall % change from previous year (+ or -) + 3.5% -0.20 +0% 0.0% + 34.1%

maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	<ul> <li>☑ Unit appliances</li> <li>☑ None</li> <li>Additional information</li> <li>Select appliances –, air conditioner, washing machine</li> </ul>		
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?  If yes: provide details, including any charges for this service.	<ul> <li>✓ Yes □ No</li> <li>Maintenance requests can be lodged with Administration office.</li> <li>On-site Maintenance Officer can attend to minor repairs. For major repairs we assist residents with contractors to repair. Costs outside the scope of the General Service Charge or Maintenance Reserve Fund are borne by the resident.</li> </ul>		
Part 11 – Exit fees – whe	n you leave the village		
	y an exit fee to the operator when they leave their unit or when the right d. This is also referred to as a 'deferred management fee' (DMF).		
11.1 Do residents pay an exit fee when they permanently leave their unit?	<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> <li>☐ Other</li> </ul>		
If yes: list all exit fee options that may apply to new contracts			
Time period from date of occupation of unit to the date the resident ceases reside in the unit	Exit fee calculation based on  • your ingoing contribution		
Less than 1 Year of occupation	5% of your ingoing contribution for the first year calculated daily		
1 Year or more but less than 2 Years	5% for the first year plus 5% per annum of your ingoing contribution calculated daily during the 2nd year		
2 Years or more but less than 3 Years	10% for the first 2 years plus 5% per annum of your ingoing contribution calculated daily during the 3rd year		
3 Years or more but less than 4 Years	15% for the first 3 years plus 5% per annum of your ingoing contribution calculated daily during the 4th year		

4 Years or more but less than 5 Years	20% for the first 4 years plus 5% per annum of your ingoing contribution calculated daily during the 5th year
5 Years or more but less than 6 Years	25% for the first 5 years plus 5% per annum of your ingoing contribution calculated daily during the 6th year
6 Years or more	Maximum of 30.0% of your ingoing contribution
Note: if the period of occount on a daily basis.	cupation is not a whole number of years, the exit fee will be worked
	ed) exit fee is 30% of the ingoing contribution after 6 years or more of
The minimum exit fee is	5% of your ingoing contribution.
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 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  • renovations and other changes to the condition of 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?	<ul> <li>☒ No</li> <li>Renovation means replacements or repairs other than reinstatement work.</li> <li>By law, the operator is responsible for the cost of any renovation work</li> </ul>
	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 *gain* or capital *loss* on the resale of their unit?

 $\boxtimes$  No

#### Part 14 – Exit entitlement or buyback of freehold units

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

# 14.1 How is the exit entitlement which the operator will pay the resident worked out?

Plus Ingoing contribution paid

Less exit fee

Less share of selling costs

**Less** any outstanding charges including General Service Charges and Personal Service Charges

Less Reinstatement Work costs

Less scheme operators legal fees

## 14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
  - which is 18 months after the termination of the residence contract
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

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?

5 accommodation units were vacant as at the end of the last financial year

2 accommodation units were resold during the last financial year

9.5 months was the average length of time to sell a unit over the last three financial years

#### Part 15 - Financial management of the village

# 15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?

General Services Charges Fund for the last 3 years				
Financial	Deficit/	Balance		Change from
Year	Surplus			previous year
2020/2021	\$ 4700	\$ 15,486		43.6%
2021/2022	(\$ 4,662)	\$ 10,824		-30.10%
2022/2023	(\$18,474)	(\$7,650)		-170.7%
Balance of General Services Charges				

no full financial year available	
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available	,

**Fund** for last financial year *OR* last quarter if

\$154,579

\$41,295

the last financial year *OR* last quarter if no full financial year available

Percentage of a resident ingoing contribution

Balance of Capital Replacement Fund for

applied to the Capital Replacement Fund
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.

The village operator contributes to the Capital Replacement Fund in accordance with the relevant quantity surveyor report as updated from time to time.

OR  $\square$  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

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

arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	<ul> <li>a) your property in your Unit;</li> <li>b) for public liability claims brought as a result of any incident occurring in your Unit; and</li> <li>c) for workers compensation claims brought by any employee or contractor that you engage to carry out work or provide services in the Unit.</li> </ul>
Part 17 – Living in the vi	illage
Trial or settling in period	d in the village
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	□ Yes ⊠ No
Pets	
17.2 Are residents allowed to keep pets? If yes: specify any restrictions or conditions on pet ownership	☐ Yes ☒ No  Except for fish in a tank, you may not have pets in the Village without our consent.
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting?  If yes: specify any	<ul> <li>✓ Yes ☐ No</li> <li>With our prior approval:</li> <li>(a) You may have guests stay in your Unit for up to 14 consecutive nights.</li> </ul>
restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	However, you may have a Visitor live in your Unit with you for longer than 30 days in any 12 month period, if we consent; however we may give or deny our consent at our absolute discretion. If we consent to a Visitor staying for longer than 30 days then we can revoke that consent at any time at our absolute discretion.
	(b) You may not allow a Visitor to use your Unit if you are not staying there at the same time.
	(c) You may not have more than 6 guests stay overnight in your Unit on any one night.
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 ☒ No If yes: Rules may be made available on request

	T	
Resident input		
17.6 Does the village	⊠ Yes □ No	
have a residents committee established under the <i>Retirement Villages Act</i> 1999?	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 industrybased 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		
<ul> <li>19.1 Does the village maintain a waiting list for entry?</li> <li>If yes,</li> <li>what is the fee to join the waiting list?</li> </ul>	⊠ Yes □ No	
trie waiting list:	No fee     No	
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).		
_	tration for the retirement village scheme	
	r 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>		
Plans of any units or facilities under construction		
<ul> <li>□ Development or planning approvals for any further development of the village</li> </ul>		
An approved redevelopment plan for the village under the Retirement Villages Act		
	An approved transition plan for the village	
• •	An approved closure plan for the village	
	The annual financial statements and report presented to the previous annual meeting of the retirement village.	

- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- ☐ Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into

- ∀illage 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 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 <a href="https://www.hpw.qld.gov.au">www.hpw.qld.gov.au</a>

#### **General Information**

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

#### 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 Website: www.hpw.qld.gov.au/housing

#### Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: www.caxton.org.au

#### **Department of Human Services (Australian Government)**

Information on planning for retirement and how moving into a retirement village can affect your

pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

#### **Seniors Legal and Support Service**

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: https://caxton.org.au

#### **Queensland Law Society**

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@qls.com.au Website: www.qls.com.au

#### **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au

#### **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the

community.

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: www.justice.qld.gov.au

#### **Livable Housing Australia (LHA)**

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au/