

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from 1 February 2019

ABN: 86 504 771 740

### Sunny Ridge Gardens



#### 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 [sunnyridgegardens.com.au](http://sunnyridgegardens.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 Park 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 1/8/2021 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 ...Sunny Ridge Gardens Retirement Village Street Address ...466 – 474 Pine Ridge Road..... ..... Suburb ...Coombabah..... State ...QLD...Post Code ...4216...
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner ...SRG Management Service Pty Ltd..... Australian Company Number (ACN) ...14 060 129 357.....

	<p>Address ...Unit 13, 470 Pine Ridge Road.....  .....  Suburb .....Coombabah..... State ...QLD...Post Code ...4216...</p>
<p><b>1.3 Village operator</b></p>	<p>Name of entity that operates the retirement village (scheme operator)  ...SRG Management Services Pty Ltd.....  Australian Company Number (ACN) ...14 060 129 357.....  Address .....Unit 13, 470 Pine Ridge Road...  .....  Suburb .....Coombabah... State ...QLD...Post Code ...4216...  Date entity became operator...17<sup>th</sup> January 1994.....</p>
<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details  ...SRG Management Services Pty Ltd.....  Australian Company Number (ACN) .....14 060 129 357.....  Phone 07 5529 0586 Email admin@sunnyridgegradens.com.au...  An onsite manager (or representative) is available to residents:  <input checked="" type="checkbox"/> Full time  <input type="checkbox"/> Part time  <input type="checkbox"/> By appointment only  <input type="checkbox"/> None available  <input type="checkbox"/> Other .....</p> <p>Onsite availability includes:  Weekdays ...7.00am – 4.00pm.....  Weekends ...On Call For Emergency Only.....</p>
<p><b>1.5 Approved closure plan or transition plan for the retirement village</b></p>	<p>Is there an approved transition plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is there an approved closure plan for the village?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>1.6 Statutory Charge over retirement village land.</b></p>	<p>Is a statutory charge registered on the certificate of title for the retirement village land?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

	<p>If yes, provide details of the registered statutory charge</p> <p>Caveat in favour of the Scheme Operator to secure future payment of Levies and Management Fee.....</p>
--	---

**Part 2 – Age limits**

<b>2.1 What age limits apply to residents in this village?</b>	<p>To become a Resident a person must be at least 60 years of age</p> <p>.....</p>
--	--

**ACCOMMODATION, FACILITIES AND SERVICES**

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

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<p><input checked="" type="checkbox"/> Freehold (owner resident)</p> <p><input type="checkbox"/> Lease (non-owner resident)</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other .....</p>
---	---

**Accommodation types**

<b>3.2 Number of units by accommodation type and tenure</b>	<p>There are .....37..... units in the village, comprising</p> <p>...37 single story units; 0 units in multi-story building with ..... levels</p>
---	---

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom	1			
- Two bedroom	36			
- Three bedroom				
Serviced units				
- Studio				
- One bedroom				
- Two bedroom				
- Three bedroom				
Other				
Total number of units	37			

**Access and design**

<p><b>3.3 What disability access and design features do the units and the village contain?</b></p>	<p><input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p>.....</p> <p><input type="checkbox"/> None</p>
--	---

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

<p><b>4.1 What car parking in the village is available for residents?</b></p>	<p><input checked="" type="checkbox"/> All units with own garage or carport attached or adjacent to the unit</p> <p>Restrictions on resident’s car parking include:</p> <p>.....</p> <p>.....</p>
---	---

<p><b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>...Casual parking available in designated areas....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	--

**Part 5 – Planning and development**

<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started .....</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
---	--

<p><b>5.2 Construction, development applications and development approvals</b> Provide details and timeframe of</p>	<p>Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i></p>
---	--

development or proposed development, including the final number and types of units and any new facilities.	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	---

<b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
--	---

**Part 6 – Facilities onsite at the village**

<b>6.1 The following facilities are currently available to residents:</b>	<input checked="" type="checkbox"/> Activities or games room <input type="checkbox"/> Arts and crafts room <input type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input checked="" type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green [indoor/outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input checked="" type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input checked="" type="checkbox"/> Gym <input type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Medical consultation room <input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated] <input checked="" type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated] <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input checked="" type="checkbox"/> Village bus or transport <input checked="" type="checkbox"/> Workshop <input type="checkbox"/> Other..... <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---	---	---

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).

.....

.....

<p><b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
---	---

**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**

<p><b>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</b></p>	<p>...N/A.....</p> <p>.....</p> <p>.....</p>
---	--

<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>.....</p> <p>.....</p>
--	---

<p><b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</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</p> <p>.....</p> <p><input checked="" type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
---	--

**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:

PIN Access gate, Security Camera at Entry, On-Site manager

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 is 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

...AED Defibrillator.....

...Manager certified CPR.....



## 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	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ 245,000 ... to \$...\$285,000 .....
	- Two bedrooms	\$ \$255,000 ..... to \$...\$340,000.....
	- Three bedrooms	\$ ..... to \$.....
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ ..... to \$.....
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other <i>[specify]</i>	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	<b>\$ \$245,000..... to \$...\$340,000.....</b>
<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> If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ingoing contribution is by outright purchase of Freehold Right to Reside from existing owner Exit Entitlement is by outright sale of Freehold Right to Reside to the next ingoing owner Management Fee is payable to the Scheme Operator either by ongoing quarterly instalment at the rate of 2.5%p.a. (exclusive of GST) for a maximum of 10 years or deferred in accordance with the rates shown in table at 11.1 (below) until paid from proceeds of Sale of Right to Reside.	
<b>9.3 What other entry costs do residents need to pay?</b>	<input checked="" type="checkbox"/> Transfer or stamp duty <input checked="" type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. .... <input checked="" type="checkbox"/> Advance payment of General Services Charge  <input checked="" type="checkbox"/> Other costs Annual Insurance, Advance payment of Administrative Charge.....	

## Part 10 – Ongoing Costs - costs while living in the retirement village

**General Services Charge:** Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

**Maintenance Reserve Fund contribution:** Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

**Note:** The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

### 10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$ 26.75	\$ 3.00
- Two bedrooms	\$ 35.50	\$ 4.00
- Three bedrooms	\$	\$
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other	\$	\$
All units pay a flat rate	\$	\$

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

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018/19	\$32.65 to \$33.50...	1.02.%	\$ Nil..... to \$.....	Nil.....%
2019/20	\$33.50 to \$34.70...	3.5...%	\$Nil..... to \$.....	..Nil...%
2020/21	\$34.70 to \$35.50.....	1.89.%	\$Nil.....to \$4.00.....	..??....%

### 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 Sinking Fund contribution (weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$26.75	\$9.00
- Two bedrooms	\$35.50	\$12.00
- Three bedrooms	\$	\$
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other	\$	\$

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

Financial year	Body Corporate Administrative Fund fee (weekly)	Overall % change from previous year (+ or -)	Sinking Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2018/19	\$32.65...to \$33.50.....	1.02.%	\$9.19 to \$13.00.....	41.%
2019/20	\$33.50...to \$34.70.....	3.5...%	\$13.00 to \$16.00	23.%
2020/21	\$34.70...to \$35.50...	1.89.%	\$16.00 to \$12.00	(25)%

<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>	<input checked="" type="checkbox"/> Contents insurance <input checked="" type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other .....
<p><b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and</b></p>	<input checked="" type="checkbox"/> Unit fixtures <input checked="" type="checkbox"/> Unit fittings <input checked="" type="checkbox"/> Unit appliances Additional information General Building maintenance.....	

<b>pay for while residing in the unit?</b>	..... .....
--	----------------

<b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b> If yes: provide details, including any charges for this service.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village has a list of "preferred" contractors and handy man service providers..... ..... ..... .....
---	--

**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).*

<b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b>  If yes: list all exit fee options that may apply to new contracts	<input type="checkbox"/> Yes – all residents pay an exit fee calculated using the same formula <input type="checkbox"/> Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract <input checked="" type="checkbox"/> No exit fee <input type="checkbox"/> Other...All resident owners are liable to pay a Management Fee to the Developer/Owner of the Retirement Village as return on investment for the construction and ongoing provision of the Retirement Village..... Option 1..... Pay As You Go by quarterly instalment at a rate of 2.5%p.a. (ex GST) based on the Purchase Price of the Unit for a period of 10 years... Option 2. Management Fee is Deferred wherein it is calculated at 5%p.a for each of years 1 & 2, then continues at 3% p.a. for a further 5 years to a maximum of 25% after 7 years of the Gross arm's length Sale Price of the Residents Right to reside, except in the instance of Mandatory Buyback wherein an additional 10% of the Purchase Price paid by the next Resident shall be payable (all exclusive of GST) to the Scheme Operator.
---	---

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on Option 1 – Your Ingoing Contribution (Purchase Price) Option 2 – The Ingoing Contribution of the next resident owner (Sale Price)	
---	---	--

Option 1	
1 year	...2.5% of your ingoing contribution
2 years	...5.0% of your ingoing contribution
5 years	...12.5% of your ingoing contribution
10 years	...25% of your ingoing contribution
Option2	
1 year	...5.0% of your ingoing contribution
2 years	...10.0% of your ingoing contribution
5 years	...19.0% of your ingoing contribution
7 years	...25% of your ingoing contribution

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 25% of the ingoing contribution of the next resident owner of the Unit after 7 or 10 years of residence except where Mandatory Buyback is invoked wherein an additional 10% Fee is payable.

The minimum exit fee is calculated daily on the applicable rate shown above for the number of days the resident owns the Unit (ex GST).....

<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input checked="" type="checkbox"/> Sale costs for the unit <input checked="" type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs - Advertising.....
--	--

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

<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <i>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:</i> <ul style="list-style-type: none"> <li>• fair wear and tear; and</li> <li>• renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul> <i>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</i>
---	--

	<p><i>item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
--	---

<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> Yes, all residents pay ...100 % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
---	--

**Part 13– Capital gain or losses**

<p><b>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?</b></p>	<p><input checked="" type="checkbox"/> Yes, the resident's share of the capital gain is 100 % the resident's share of the capital loss is 100 %</p> <p><input type="checkbox"/> 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 ..... % <b>OR</b> is based on a formula ..... <i>[specify]</i></p> <p><input type="checkbox"/> No</p>
--	--

**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.*

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>N/A.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---	--

<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>N/A</p> <p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract</li> </ul> <p style="margin-left: 40px;">➤ no date is stated in the residence contract</p> <ul style="list-style-type: none"> <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 entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.</p>
<p><b>Freehold units only</b></p> <p><b>14.2 Operator buyback of freehold units</b></p>	<p>When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any outstanding; Management Fees (exit fee), Body Corporate or General Service Levies, Costs incurred by the Scheme Operator involving the Sale (or attempted Sale) of the Unit, to the operator.</p> <p>By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT</p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>1 accommodation units were vacant as at the end of the last financial year</p> <p>2 accommodation units were resold during the last financial year</p> <p>9 months was the average length of time to sell a unit over the last three financial years</p>

**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?**

<b>General Services Charges Fund</b> for the last 3 years			
Financial Year	Deficit/Surplus	Balance	Change from previous year
2018/19	\$701	\$14218	.....%
2019/20	(\$3,886)	\$7,254	(50)%
2020/21	\$TBA	\$15,234	100.%
Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$15,234.....
Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$1009.....
Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available			\$525.....
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			....0.%
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  the village is not yet operating.

*[Note: Delete if a Body Corporate does not apply]*

**Part 15– Financial management of the Body Corporate**

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

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

<b>Administrative fund</b> for the last 3 years			
Financial Year	Deficit/Surplus	Balance	Change from previous year
2018/19	\$1841	\$14,218	.....%
2019/20	(\$2153)	\$7,254	50.%
2020/21	\$1845	\$15,234	100%
Balance of the <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year <i>OR last</i> quarter if no full financial year available			\$58,253.....



OR  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?**

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

Yes  No

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

Household Building & Contents.....

.....  
.....  
.....

**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?**

If yes:  
provide details including, length of period, relevant time frames and any costs or conditions

Yes  No

.....  
.....  
.....  
.....  
.....

***Pets***

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

If yes: specify any restrictions or conditions on pet ownership

Yes  No

By Approval of the Body Corporate.....

Conditions determined in accordance with suitability of the Pet and Unit environment.....

.....  
.....  
.....

**Visitors**

<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b>          If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Maximum 2 weeks in any 12 month period unless otherwise approved by the Scheme Operator</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---	--

**Village by-laws and village rules**

<p><b>17.4 Does the village have village by-laws?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>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.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes: Rules may be made available on request</p>

**Resident input**

<p><b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
--	---

**Part 18 – Accreditation**

<p><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:  <i>[specify]</i>.....</p> <p>.....</p>
--	--

**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?

If yes,

- what is the fee to join the waiting list?

Yes  No

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).

*[Note: Mark which applies with an X]*

- 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 or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- 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
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

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

## Further Information

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

### Regulatory Services, Department of Communities, Housing and Digital Economy

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

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

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

Website: [www.chde.qld.gov.au/housing](http://www.chde.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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://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](http://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](mailto: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](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 as more cost effective to adapt when life's circumstances change.

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