
CONSUMER AND EMPLOYMENT

CE301*

Retirement Villages Act 1992

**Retirement Villages Amendment
Regulations 2003**

Made by the Governor in Executive Council.

1. Citation

These regulations may be cited as the *Retirement Villages Amendment Regulations 2003*.

2. Commencement

These regulations come into operation on 1 October 2003.

3. The regulations amended

The amendments in these regulations are to the *Retirement Villages Regulations 1992**.

[* *Published in Gazette 10 July 1992, p. 3191-8.*

For amendments to 19 August 2003 see Western Australian Legislation Information Tables for 2002, Table 4, p. 317.]

4. Schedule 1 amended and transitional

- (1) Schedule 1 Form 1 is deleted and the following form is inserted instead —

“

Form 1*Retirement Villages Act 1992*

[r. 4]

Information statement for prospective resident

Under section 13(2) of the *Retirement Villages Act 1992* the owner of residential premises in a retirement village is required to provide the following information to a person at least 5 working days before that person enters into a residence contract.

THE OWNER MUST ANSWER EACH OF THE FOLLOWING QUESTIONS IN WRITING BELOW EACH QUESTION —

Payment of premium and refund entitlement

1. What premium and other costs are payable to enter the retirement village?
2. What is the refund entitlement if the residence contract is terminated and when is it to be paid? (Include any fees or commissions charged by the administering body on termination of the contract and detail the method used to make the determination.)
3. To enable me to compare the financial packages offered by different retirement villages, what would be the final return due after, say, 1, 2, 5 and 10 years.

Charges for village operating costs

4. What retirement village operating costs are charged to a resident? What are the components of those costs? What method or calculation is used to determine the resident's share of those costs and variations of those costs?
5. By what percentage did the village's operating costs payable by the residents increase during the previous financial year?
6. Can a resident be liable for any additional or extraordinary charges? If so, under what circumstances?

Budget surplus

7. For what purpose, or purposes, may any budget surplus in the retirement village be applied?
8. Does a resident have any say in the purpose, or purposes, to which any budget surplus in the retirement village is to be applied? If so, what is the process for resident involvement in this decision?

Reserve funds

9. Is there provision for a reserve fund to pay for repairs, replacements, maintenance and renovations within the retirement village? If not, what are the arrangements for the carrying out of, and the funding of, such works?
10. What, if any, contribution does a resident make to any reserve fund? What method or calculation is used to determine any resident contribution?

Resident funded capital improvements

11. What are the rights of a resident to compensation for capital improvements made to the residential premises at the resident's expense?

Amenities and services

12. What amenities and services are, or are to be, provided or made available by the administering body? What charges or fees are payable by a resident for those amenities and services and what is the basis for the future determination of those charges or fees? Are there any conditions that apply to a resident's access to, or use of, those amenities and services?
13. What optional amenities and services are, or are to be, provided or made available by the administering body and at what cost?

Existing service contract

14. Is there a service contract already in existence that will bind a prospective resident? How can the service contract be varied or cancelled?

Insurance

15. What insurance arrangements (including self-insurance arrangements) are in place or proposed for the retirement village? What village insurance costs are, or will be, payable by the residents?
16. What is, or will be, the extent of insurance cover (including self-insurance cover) in the event of the residential premises or the retirement village as a whole being damaged or totally destroyed?

Village management

17. What are the qualifications and experience of the retirement village's senior management?
18. Can the administering body of the retirement village transfer or assign its management responsibilities and obligations to a third party? If so —
 - What notice will be given to the residents of the transfer or assignment?
 - What information will be given to the residents about the qualifications and experience of the party to whom the responsibilities and obligations are to be transferred or assigned?
19. Is the retirement village accredited under any established accreditation scheme that applies to the retirement village industry?
20. What arrangements, if any, exist for the appointment of a trustee or residents' representative to oversee the interests of the residents under the retirement village scheme?

Resident consultation

21. What arrangements exist for a resident to participate in the administration of the retirement village, including the making of residence rules and the setting of charges for the village operating costs that are payable by the resident?
22. How can the rights and obligations of the administering body and the resident under the residence contract and related contracts be varied? What resident participation is required to effect such variations?

Resident voting rights

23. If 2 or more residents occupy the same residential premises in the retirement village, is each resident entitled to vote on a matter that requires, or provides for, the consent of the residents of the village?
24. What are the rights of a resident of the retirement village to appoint a person to vote for the resident by way of a proxy vote?

Use of residential premises

25. What restrictions are there on a resident's use of his/her residential premises and the retirement village amenities in regard to —

- having someone else live with him/her?
- having visitors, including short-stay guests?
- car parking?
- pets?

Spouse or de facto partner occupancy rights

26. What effect does the death of a resident have on the right of a spouse or de facto partner residing with the resident to continue to occupy the residential premises?

Transport

27. What type of public, private or village transport is available to residents?

Medical certificate requirements

28. Does the prospective resident have to supply a medical certificate or report to certify his/her ability to live independently?
29. Will the prospective resident have to provide documentation of his/her medical condition and medications? If so, who will have access to it?

Emergency call procedures

30. Is there an emergency call system? If so, when is it monitored? Who is responsible for responding to the calls?
31. In the event of an emergency who will be called and how will they gain access to the resident's residential premises?
32. If hospitalisation is required, where will a person normally be taken?

Hospitalisation

33. If hospitalisation or nursing care is required, how long will the resident's residential premises be kept in the name of the resident?
34. In the event that hospitalisation or nursing care is required, what ongoing costs would the resident incur with his/her existing residential premises?

Moving

35. What costs are associated with moving to and living in alternative accommodation within the retirement village?
36. In what circumstances would a resident be required to move to alternative accommodation within the retirement village or be transferred or relocated?

Village under construction

37. If the residential premises in the retirement village are still under construction, can the prospective resident have input into the design, construction or furnishings of his/her premises?

Refund of deposit

38. What entitlement does a prospective resident have to a refund of his/her deposit if the construction of the retirement village has not been commenced or completed?

Sale of village

39. What protection does a resident have against a loss of rights (including accommodation rights) if the retirement village is sold to another organisation?

Restrictions on sale of residential premises

40. Are there any restrictions on the sale of residential premises (e.g. sole agency)? What happens if there is a dispute over the sale price?

Repair and refurbishment of residential premises

41. Can a resident be liable to pay for the cost of any repair or refurbishment of residential premises? If so, under what circumstances?

42. What can a resident do if dissatisfied with a claim made by the administering body for payment of any repair or refurbishment of residential premises?

Termination of contract

43. Under what conditions can the residence contract in the retirement village be terminated and at what cost? (The conditions must include the procedures to be followed under the *Retirement Villages Act 1992* and any applicable code.)

44. What fees will be payable by a prospective resident or a resident on termination of the residence contract? (This must include who is responsible for ongoing village operating costs and other charges during a period of vacancy of the residential premises.)

Signature of owner:

Date:

- (2) Despite subregulation (1), if the owner of a retirement village is required, under section 13(2) of the *Retirement Villages Act 1992*, to give a statement containing information prescribed by regulation 4 of the *Retirement Villages Regulations 1992*, between 1 October 2003 and 31 December 2003 (inclusive), the owner satisfies the requirements of section 13(2) if either —
- (a) the form inserted by subregulation (1); or
 - (b) the form it replaced,
- is completed and signed.

By Command of the Governor,

ROD SPENCER, Clerk of the Executive Council.