

Retirement Villages Act 1992

Retirement Villages Amendment Regulations 1998

Made by the Governor in Executive Council.

1. Citation

These regulations may be cited as the *Retirement Villages Amendment Regulations 1998*.

2. Commencement

These regulations come into operation on 1 October 1998.

3. Schedule 1 amended

Schedule 1 to the *Retirement Villages Regulations 1992** is amended by deleting Form 1 and inserting instead the following Form —

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Form 1

Retirement Villages Act 1992

[r. 13(2)]

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:

Costs and charges

1. What costs will be payable to enter the retirement village?
2. What recurrent charges or fees will be payable and what method is used to determine those fees? What are the components of the maintenance fee?
3. By what percentage did the maintenance fee increase during the previous financial year?
4. What are the arrangements and fees for any necessary insurance cover?

5. What provision is there for a sinking fund for major maintenance and replacement?
6. Can the prospective resident be liable for any additional or extraordinary charges? If so, under what circumstances?

Resident input

7. What arrangements exist for a resident to have input into the administration of the village, including the making of residence rules and the setting of fees and charges?

Resident funded capital improvements

8. What are the rights of the prospective resident to compensation for capital improvements made to the accommodation unit at the resident's expense?

Services

9. What services will be provided for the fees payable?
10. What additional or optional services are provided and at what cost?

Existing service contract

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

Use of accommodation unit

12. What restrictions will there be on the resident in the use of his/her accommodation unit and the village facilities in regard to:
 - having someone else live with him/her?
 - having visitors, including short stay guests?
 - car parking?
 - pets?

Transport

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

Village management

14. What are the qualifications and experience of the retirement village's senior management?

Medical certificate requirements

15. Does the prospective resident have to supply a medical certificate or report to certify his/her ability to live independently?

16. 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

17. Is there an emergency call system? If so, when is it monitored? Who is responsible for responding to the calls?
18. In the event of an emergency who will be called and how will they gain access to the unit?
19. If hospitalization is required where will a person normally be taken?

Hospitalization

20. If hospitalization or nursing care is required, how long will the prospective resident's accommodation unit be kept in the name of the resident?
21. In the event that hospitalization or nursing care is required, what ongoing costs would the prospective resident incur with his/her existing unit?

Moving

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

Villages under construction

24. If the accommodation unit is still under construction, can the prospective resident have input into the design, construction or furnishings of his/her unit?

Refund of deposit

25. What entitlement does a resident have to a refund of deposit monies if a village (planned or under construction) is not completed?

Sale of village

26. What protection will the prospective resident have against a loss of rights (including accommodation rights) if the village is sold to another organization?

Restrictions on sale of unit

27. Are there any restrictions on the sale of an accommodation unit (e.g. sole agency)? What happens if there is a dispute over the sale price?

Termination of contract

28. Under what conditions can the residence contract be terminated and at what cost? (The conditions must include the procedures to be followed under the *Retirement Villages Act 1992*.)
29. What fees will be payable by a resident on termination of the residence contract? (This must include who is responsible for regular maintenance and other charges during a period of vacancy.)

Refund entitlement

30. What is the refund entitlement if the residence contract is terminated? (Include any fees or commissions charged by the administering body on termination of the contract and detail the method used to make the determination.)
31. 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?

Signature of owner:

Date:

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[* *Published 10 July 1992, p. 3191-98.*
For amendments to 19 August 1998 see 1997 Index to
Legislation of Western Australia, Table 4, p. 229.]

By Command of the Governor,
M. C. WAUCHOPE, Clerk of the Executive Council.
