Western Australia

Retirement Villages Act 1992

Retirement Villages Regulations 2026

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Retirement Villages Act 1992

Retirement Villages Regulations 2026

Part 1 — Preliminary

1. Citation

These regulations are the *Retirement Villages Regulations 2026*.

2. Commencement

These regulations come into operation as follows —

(a) Part 1 — on the day on which these regulations are published on the WA legislation website;

(b) regulation 94 and Schedule 2 — on the day on which the *Retirement Villages Amendment Act 2024* section 28 comes into operation;

(c) the rest of the regulations — on 1 September 2026.

Part 2 — Interpretation

3. Terms used

In these regulations —

aged care payment has the meaning given in regulation 42;

annual budget finalisation meeting has the meaning given in regulation 29(1);

annual budget preparation meeting has the meaning given in regulation 28(1);

annual financial statement has the meaning given in regulation 32(1);

annual financial statements meeting has the meaning given in regulation 33(1);

appointed valuer has the meaning given in regulation 49(1);

budget documents has the meaning given in regulation 27(2);

capital gain has the meaning given in section 27(1) of the Act;

capital loss has the meaning given in regulation 4;

capital maintenance budget has the meaning given in regulation 27(2)(b);

capital replacement budget has the meaning given in regulation 27(2)(c);

charge has the meaning given in regulation 5(1);

close associate has the meaning given in regulation 6(1);

contact details has the meaning given in regulation 7;

covered item has the meaning given in regulation 53(1)(a);

development application has the meaning given in the *Planning and Development Act 2005* section 4(1);

dispute notice has the meaning given in regulation 70;

financial year has the meaning given in regulation 24(1);

first quarter has the meaning given in regulation 24(2)(a);

fourth quarter has the meaning given in regulation 24(2)(d);

general services and amenities has the meaning given in regulation 9(1);

included item has the meaning given in regulation 8;

ingoing charge has the meaning given in regulation 5(2);

ongoing charge has the meaning given in regulation 5(3);

operating budget has the meaning given in regulation 27(2)(a);

optional services and amenities has the meaning given in regulation 9(2);

outgoing charge has the meaning given in regulation 5(4);

quarter has the meaning given in regulation 24(2);

quarterly financial statement has the meaning given in regulation 30(1);

residents' committee means a committee referred to in section 41H of the Act;

retirement village dispute means a dispute referred to in section 41R(1) of the Act;

retirement village memorial means a memorial referred to in section 15(3) of the Act;

second quarter has the meaning given in regulation 24(2)(b);

specified amounts has the meaning given in regulation 25;

staff has the meaning given in regulation 10;

strata titles scheme has a meaning affected by regulation 11;

tenure has the meaning given in regulation 12;

third quarter has the meaning given in regulation 24(2)(c);

village contract has the meaning given in section 14A(1A) of the Act;

village dispute resolution procedure has the meaning given in regulation 69.

4. Capital loss

Capital loss, in relation to residential premises in a retirement village, means any decrease between —

(a) the ingoing contribution paid by or on behalf of the resident permanently vacating the premises; and

(b) the ingoing contribution paid, or to be paid, by or on behalf of the next resident to occupy the premises.

5. Charges

(1) A ***charge*** includes a commission, fee or other required payment (however described).

(2) An ***ingoing charge*** —

(a) means a charge in connection with a person becoming a resident in a retirement village; and

(b) includes the following —

(i) an ingoing contribution;

(ii) recurrent charges that must be paid in advance of becoming a resident;

(iii) amounts charged for the drafting, execution or administration of a village contract or other contract executed in connection with becoming a resident;

(iv) if the retirement village is also a strata titles scheme — a deposit for the purchase of premises in the scheme;

(v) the balance of the purchase price of the premises;

(vi) transfer duty for the purchase of the premises.

Note for this subregulation:

For the purposes of paragraph (b)(iv), a strata titles scheme includes a community titles scheme: see regulation 11.

(3) An ***ongoing charge*** —

(a) means a charge payable by a resident, whether or not to the operator, of a retirement village on a recurrent basis; and

(b) includes the following —

(i) recurrent charges;

(ii) council rates;

(iii) charges for utilities (including electricity, gas, water, telephone, internet and television services);

(iv) amounts charged regularly for insurance;

(v) amounts charged regularly for the maintenance, repair or replacement of included items;

(vi) if the retirement village is also a strata titles scheme — amounts that must be paid towards the administrative fund and reserve fund for the scheme.

Note for this subregulation:

For the purposes of paragraph (b)(vi), a strata titles scheme includes a community titles scheme: see regulation 11.

(4) An ***outgoing charge*** —

(a) means a charge in connection with a resident permanently vacating residential premises in a retirement village; and

(b) includes charges of the following amounts, whether or not charged as a deduction from an exit entitlement, in connection with permanently vacating the premises —

(i) an amount of capital loss incurred in respect of the premises;

(ii) a contribution to a capital maintenance fund, or an amount of a kind referred to in section 41D(2) of the Act;

(iii) outstanding recurrent charges payable by or on behalf of the resident;

(iv) costs relating to the resale of the premises, or the right to reside in the premises, and any associated advertising or marketing;

(v) the amount of a fee commonly referred to as a departure fee or deferred fee (including a deferred management fee, a deferred residency fee or a deferred facilities fee);

(vi) an amount payable for legal costs;

(vii) an amount required to be paid for reinstatement of the premises under section 27(4) of the Act;

(viii) an amount required to be paid for renovation of the premises under section 27(5) of the Act.

Note for this subregulation:

Unless payment is authorised by a special resolution of the residents, an operator cannot demand or receive payment for certain legal costs, as referred to in paragraph (b)(vi), because of Schedule 1 clause 4.

6. Close associates

(1) A ***close associate*** of an operator is —

(a) if the operator is an individual — any of the following —

(i) a spouse, de facto partner, parent, child or sibling of the operator;

(ii) a parent, child or sibling of the spouse or de facto partner of the operator;

(iii) a body corporate, if the operator or a person referred to in subparagraph (i) or (ii) is a director or secretary of the body corporate or a person involved in the management of the body corporate;

or

(b) if the operator is a body corporate — any of the following —

(i) a director or secretary of the body corporate or of a related body corporate;

(ii) a person involved in the management of the body corporate or of a related body corporate;

(iii) a spouse, de facto partner, parent, child or sibling of a person referred to in subparagraph (i) or (ii);

(iv) a parent, child or sibling of the spouse or de facto partner of a person referred to in subparagraph (i) or (ii);

(v) a related body corporate.

(2) In subregulation (1)(b) —

related body corporate has the meaning given in the *Corporations Act 2001* (Cth) section 9.

7. Contact details

The ***contact details*** of a person include —

(a) the person's telephone number; and

(b) an address for service of documents on the person.

8. Included items

An ***included item***, in relation to residential premises in a retirement village, means the following, but only if provided for the exclusive use of a resident and required under a residence contract to be maintained, repaired or replaced by the resident —

(a) fittings;

(b) fixtures;

(c) contents of the residential premises.

Note for this regulation:

An included item is not a capital item.

9. Services and amenities

(1) ***General services and amenities*** are services and amenities provided, or made available, by or on behalf of an operator, to all residents of a retirement village.

(2) ***Optional services and amenities*** are services and amenities provided, or made available, by or on behalf of an operator, to individual residents of a retirement village.

10. Staff

The ***staff*** of an operator of a retirement village includes the following —

(a) persons employed by the operator in the administration of the retirement village;

(b) persons engaged by the operator under contracts for services in the administration of the retirement village;

(c) agents acting for, or on behalf of, the operator in the administration of the retirement village.

11. Strata titles scheme

(1) These regulations apply, with any necessary modifications, to a retirement village that is also a community titles scheme in the same way they apply to a retirement village that is also a strata titles scheme.

(2) Accordingly, a reference in these regulations to anything specified in column 1 of the Table is taken to include a reference to the corresponding thing specified in column 2.

Table

Column 1	**Column 2**
Strata Titles Act 1985	*Community Titles Act 2018*

Column 1	**Column 2**
strata titles scheme	community titles scheme
scheme by-laws for a strata titles scheme	(a) scheme by-laws for a community titles scheme; and (b) if the community titles scheme is a tier 2 scheme or a tier 3 scheme — scheme by-laws for a community titles scheme to which the tier 2 scheme or tier 3 scheme belongs
the strata company for a strata titles scheme	(a) the community corporation for a community titles scheme; and (b) if the community titles scheme is a tier 2 scheme or a tier 3 scheme — the community corporation for a community titles scheme to which the tier 2 scheme or tier 3 scheme belongs

Column 1	**Column 2**
authority to apply, under the *Strata Titles Act 1985* section 107(1), to the strata company for a strata titles scheme	(a) authority to apply, under the *Community Titles Act 2018* section 94(1), to the community corporation for a community titles scheme; and (b) if the community titles scheme is a tier 2 scheme or a tier 3 scheme — authority to apply, under the *Community Titles Act 2018* section 94(1), to the community corporation for a community titles scheme to which the tier 2 scheme or tier 3 scheme belongs

12. Tenure

A reference to a resident's (or prospective resident's) ***tenure*** in residential premises in a retirement village is a reference to whether occupation of the premises by the resident is (or by the prospective resident will be) —

(a) under a residential tenancy agreement or any other lease or licence; or

(b) as a tenant in common in a company ("purple") title scheme; or

(c) as an owner of a lot in a strata titles scheme.

Note for this regulation:

For the purposes of paragraph (c), a strata titles scheme includes a community titles scheme: see regulation 11.

Part 3 — Rights and obligations of residents, owners and operators

13. Pre-contractual disclosure

(1) For the purposes of section 13(2)(b) of the Act, the notice in Schedule 5 Division 1 is prescribed.

(2) The notice in Schedule 5 Division 1 must be printed in not less than 12 point font size.

(3) For the purposes of section 13(2)(e) of the Act, the documents specified in Schedule 5 Division 2 are prescribed.

14. Village contracts

For the purposes of section 14A(1) of the Act, a village contract —

(a) must include the provisions and matters specified in Schedule 6 Division 1; and

(b) must not include the provisions and matters specified in Schedule 6 Division 2.

15. Community arrangements statements

(1) For the purposes of section 14B(2)(b) of the Act, a community arrangements statement must contain the information specified in Schedule 7.

(2) The information must relate to 1 retirement village only, even if the operator administers more than 1 retirement village.

(3) For the purposes of section 14B(3)(b) of the Act, an operator of a retirement village must, if neither the operator nor the retirement village has a website, ensure a current community arrangements statement is continuously available to the public at —

(a) the retirement village; and

(b) the operator's business address.

16. Prospective resident information statements

(1) For the purposes of section 14C(2)(b) of the Act, a prospective resident information statement must contain the information specified in Schedule 8.

(2) The information must relate to —

(a) 1 residence contract only; and

(b) the particular residential premises in which the prospective resident is to reside under the residence contract.

17. Property condition reports

For the purposes of section 14D(6) of the Act, a property condition report must include the information specified in Schedule 9.

18. Retirement village memorials

For the purposes of section 15(3) of the Act, a retirement village memorial must contain the following information —

(a) a description of the land used, or proposed to be used, for the purposes of the retirement village;

(b) the name of the registered proprietor of the land;

(c) the date on which the memorial is lodged with the Registrar of Titles.

19. Rules of conduct for operators

(1) For the purposes of section 21A(2)(a) of the Act, rules of conduct for operators of retirement villages are specified in Schedule 3 Divisions 1 to 3.

(2) For the purposes of section 21A(2)(b) of the Act, requirements for operators regarding professionalism, training, competencies,

performance and behaviour are specified in Schedule 3 Division 4.

20. Rules of conduct for residents

(1) For the purposes of section 21A(2)(a) of the Act, rules of conduct for residents of retirement villages are specified in subregulations (2) to (7).

(2) A resident must act respectfully in all interactions and communications (whether in person, online or in writing) with other residents, prospective residents, the operator, the operator's staff, and all others in the retirement village.

(3) A resident must respect the rights of other residents and persons in the retirement village, including their rights to peace, comfort and privacy.

(4) A resident must not harass, bully or engage in disruptive behaviour towards other residents and persons in the retirement village, including the operator and any staff of the operator.

(5) A resident must not act in a way that risks harm to other residents and persons in the retirement village.

(6) A resident must comply with the resident's obligations under the following —

(a) the Act;

(b) any village contracts the resident has entered into;

(c) the residence rules of the retirement village;

(d) if the retirement village is also a strata titles scheme — the scheme by-laws.

Note for this subregulation:

For the purposes of paragraph (d), a strata titles scheme includes a community titles scheme: see regulation 11.

(7) A resident must take all reasonable steps to ensure compliance with the residence rules by any person who is —

(a) their guest at the retirement village; or

(b) otherwise invited by them to the retirement village.

21. Termination plans

For the purposes of section 22(3)(a)(ii) of the Act, a termination plan must contain the information specified in Schedule 13.

22. Matters for which operator cannot demand or receive payment

For the purposes of section 25(1) of the Act, an operator must not demand or receive payment from a resident or former resident in respect of any matter specified in Schedule 1.

Part 4 — Financial arrangements and budget obligations

Division 1 — Preliminary

23. Financial arrangements and budget obligations

For the purposes of section 21B of the Act, this Part makes provision about the obligations of the operator of a retirement village in relation to the retirement village's budget and financial arrangements.

24. Financial years and quarters

(1) The ***financial year*** of a retirement village is the period of 12 months starting on 1 July.

(2) The financial year of a retirement village is divided into the following 4 periods (each of which is a ***quarter***) —

(a) the 3 months starting on 1 July (the ***first quarter***);

(b) the 3 months starting on 1 October (the ***second quarter***);

(c) the 3 months starting on 1 January (the ***third quarter***);

(d) the 3 months starting on 1 April (the ***fourth quarter***).

25. Specified amounts

(1) In this Part, the ***specified amounts*** are the amounts of each of the following —

(a) the opening balance of —

(i) the capital maintenance fund; and

(ii) any other fund used in connection with the operation of the retirement village (including, if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act, any fund for capital replacement);

(b) income from residents and former residents, whether by way of recurrent charges or levies;

(c) any other forms of income, including interest earned on amounts in any fund or account;

(d) total income;

(e) expenses in connection with —

(i) capital maintenance; and

(ii) capital replacement;

(f) expenses for staff benefits other than for the training of, or for travel by, staff;

(g) expenses for the training of, or for travel by, staff;

(h) auditor's remuneration (including for both audit and non-audit services) to the extent that it is paid for by the residents;

(i) accreditation and membership fees paid to any industry body whose principal purpose is to represent the interests of operators;

(j) insurance expenses;

(k) finance costs;

(l) fees for the provision of management and administration services to residents;

(m) material classes of expenditure that are relevant to an understanding of the budget that have not been otherwise separately disclosed;

(n) the amount, net of GST, of any taxable supply for which the operator is entitled to an input tax credit;

(o) total expenditure;

(p) total surplus or deficit;

(q) the closing balance of —

(i) the capital maintenance fund; and

(ii) any other fund used in connection with the operation of the retirement village (including, if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act, any fund for capital replacement).

(2) In subregulation (1)(n), each of the following terms has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) section 195-1 —

GST

input tax credit

taxable supply

Division 2 — Annual budgets

26. Notice of annual budget preparation meeting and annual budget finalisation meeting

(1) Before 1 April each year, an operator must —

(a) if a residents' committee is established in the retirement village — give written notice to the residents' committee (or, if the residents' committee has a finance subcommittee, to the finance subcommittee) of the right of residents of the retirement village to attend and participate in the next annual budget preparation meeting and annual budget finalisation meeting for the retirement village; or

(b) if a residents' committee is not established in the retirement village — give each resident written notice of their right to attend and participate in the next annual budget preparation meeting and annual budget finalisation meeting for the retirement village.

Penalty for this subregulation: a fine of $5 000.

(2) The notice must set out —

(a) the time and place of the meeting; and

(b) the business to be transacted at the meeting, including any matter that is to be decided by a special resolution.

27. Budget documents

(1) On or before the day on which an operator gives written notice of the right of residents to attend and participate in the next annual budget preparation meeting and annual budget finalisation meeting for the retirement village, the operator must give each resident the budget documents for the next financial year of the retirement village.

Penalty for this subregulation: a fine of $5 000.

(2) The ***budget documents***, for a financial year, are the following —

(a) a proposed budget (the ***operating budget***) detailing proposed income from recurrent charges, or other sources, and expenditure in connection with the operating expenses of the retirement village, for the financial year;

(b) a proposed budget (the ***capital maintenance budget***) detailing proposed income to, and expenditure from, the capital maintenance fund for the financial year;

(c) if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act — a proposed budget (the ***capital replacement budget***) detailing proposed income and expenditure in connection with capital replacement for the financial year;

(d) any document referred to in, used to prepare, or necessary for a resident to understand, any of the proposed budgets;

(e) any document that might reasonably be expected to be made available to residents in connection with any of the proposed budgets, including —

(i) accounts of actual expenditure; and

(ii) an explanation of proposed changes to charges or to the provision or availability of services or amenities.

(3) The budget documents must —

(a) present information in a way that is consistent from 1 financial year to the next; and

(b) include a separate line item, for the financial year, for each of the specified amounts; and

(c) be accompanied by notes that disclose the matters specified in subregulation (4).

(4) For the purposes of subregulation (3)(c), the matters are as follows —

(a) the method by which the amount of recurrent charges payable by residents and former residents is calculated, including the method by which the amount that is a contribution to the capital maintenance fund is calculated;

(b) separate amounts for the auditor's remuneration according to audit and non-audit services;

(c) for each of the specified amounts, including fees for the provision of management and administration services to residents, derived by apportioning expenses between the retirement village and another entity —

(i) the method of calculation used to apportion the expenses; and

(ii) an itemisation of the expenses;

(d) for fees for the provision of management and administration services to residents other than those described in paragraph (c) —

(i) the method of calculation; and

(ii) an itemisation of the fees.

(5) The budget documents for a financial year of a retirement village must relate to that retirement village only, even if the operator administers more than 1 retirement village.

28. Annual budget preparation meeting

(1) Before 1 May each year, and at least 30 days after giving notice of it, an operator must hold a meeting (an ***annual budget preparation meeting***) of the residents of the retirement village, at which the only business to be transacted is the operator's consultation with residents about, and receipt of residents' feedback on, the budget documents.

(2) If the operator administers more than 1 retirement village, the operator must hold an annual budget preparation meeting for each village.

29. Annual budget finalisation meeting

(1) Before 1 July each year, and at least 50 days after the annual budget preparation meeting, an operator must hold a meeting (an ***annual budget finalisation meeting***) of the residents of the retirement village, at which the only business to be transacted is the operator's presentation and explanation of the budget documents to the residents.

(2) If the operator administers more than 1 retirement village, the operator must hold an annual budget finalisation meeting for each village.

Division 3 — Financial statements

30. Quarterly financial statements

(1) The operator of a retirement village must give the residents a financial statement (a ***quarterly financial statement***) for each quarter.

(2) The quarterly financial statement must detail the matters specified in subregulation (3) for —

(a) the quarter; and

(b) in the case of a quarterly financial statement for a quarter other than the first quarter — the period that —

(i) starts at the start of the financial year; and

(ii) ends at the end of the quarter.

(3) For the purposes of subregulation (2), the matters are as follows —

(a) actual income from recurrent charges, or other sources, and expenditure in connection with the operating expenses of the retirement village;

(b) actual income to, and expenditure from, the capital maintenance fund;

(c) if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act — actual income and expenditure in connection with capital replacement.

(4) The quarterly financial statement must —

(a) present information in a way that is consistent from 1 quarter to the next; and

(b) include a separate line item for each of the specified amounts; and

(c) if the budget documents for the financial year detail proposed expenditure for each quarter — include a written explanation for any variations of 10% or more between —

(i) actual expenditure; and

(ii) the proposed expenditure.

(5) The deadlines for giving the residents the quarterly financial statements are as follows —

(a) for the first quarter — 1 November;

(b) for the second quarter — 1 February;

(c) for the third quarter — 1 May;

(d) for the fourth quarter — 1 August.

(6) A quarterly financial statement must relate to 1 retirement village only, even if the operator administers more than 1 retirement village.

31. Notice of annual financial statements meeting

(1) Before 1 November each year, an operator must —

(a) if a residents' committee is established in the retirement village — give written notice to the residents' committee (or, if the residents' committee has a finance subcommittee, to the finance subcommittee) of the right of residents of the retirement village to attend and participate in the next annual financial statements meeting for the retirement village; or

(b) if a residents' committee is not established in the retirement village — give each resident written notice of their right to attend and participate in the next annual financial statements meeting for the retirement village.

(2) The notice must set out —

(a) the time and place of the meeting; and

(b) the business to be transacted at the meeting, including any matter that is to be decided by a special resolution.

32. Annual financial statements

(1) On or before the day on which an operator gives written notice of the right of residents to attend and participate in the next annual financial statements meeting for the retirement village,

the operator must give each resident a financial statement (an ***annual financial statement***) for the previous financial year detailing the following —

(a) actual income from recurrent charges, or other sources, and expenditure in connection with the operating expenses of the retirement village, for the financial year;

(b) actual income to, and expenditure from, the capital maintenance fund for the financial year;

(c) if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act — actual income and expenditure in connection with capital replacement for the financial year.

(2) The annual financial statement must —

(a) present information in a way that is consistent from 1 financial year to the next; and

(b) include a separate line item for each of the specified amounts; and

(c) include a written explanation for any variations of 10% or more between —

(i) actual expenditure; and

(ii) proposed expenditure as detailed in the budget documents for the financial year.

(3) The annual financial statement given to residents must be accompanied by an audit report certifying that the statement has been audited by —

(a) a member of a professional accounting body who holds either —

(i) a Certificate of Public Practice issued by Chartered Accountants Australia and New Zealand; or

(ii) a Public Practice Certificate issued by CPA Australia Ltd or the Institute of Public Accountants;

or

(b) a registered company auditor (as defined in the *Corporations Act 2001* (Cth) section 9).

(4) Subregulation (3) does not apply if the residents, by special resolution passed at the most recent annual financial statements meeting, have decided the annual financial statement is not required to be audited.

Note for this subregulation:

See regulation 33(1)(c).

(5) The annual financial statement for a financial year of a retirement village must relate to that retirement village only, even if the operator administers more than 1 retirement village.

33. Annual financial statements meeting

(1) Before 1 December each year, and at least 30 days after giving notice of it, an operator must hold a meeting (an ***annual financial statements meeting***) of the residents of the retirement village, at which the only business to be transacted is the following —

(a) the operator's presentation and explanation of the annual financial statement to the residents;

(b) the operator's receipt of residents' feedback on the annual financial statement;

(c) a vote by the residents on whether to pass a special resolution to not require the annual financial statement for the next financial year to be audited.

(2) If the operator administers more than 1 retirement village, the operator must hold an annual financial statements meeting for each village.

Division 4 — Surpluses and deficits

34. Budget surpluses

(1) An operator must apply any surplus in an operating budget to the future operating expenses of the retirement village.

(2) Subregulation (1) does not apply to the extent that the residents, by special resolution, approve the application of the whole or a part of the budget surplus to any other purpose, or purposes generally, for the benefit of the residents.

35. Budget deficits

(1) An operator must make good a deficit shown in an annual financial statement for the retirement village.

(2) An operator must not —

(a) carry forward a deficit to a subsequent financial year; or

(b) demand or receive from residents any special additional payments for the purpose of making good a deficit; or

(c) increase or purport to increase recurrent charges payable by the residents in any financial year for the purpose of making good a deficit; or

(d) use the whole or any part of the recurrent charges paid to the operator in a financial year to make good a deficit; or

(e) use, to make good a deficit, the whole or any part of —

(i) the capital maintenance fund; or

(ii) if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act — any fund for capital replacement.

(3) An operator must not charge residents interest in respect of a deficit.

Part 5 — Leaving a retirement village

Division 1 — General

36. Renovation plans

For the purposes of section 27(6)(b) of the Act, a renovation plan must contain the information specified in Schedule 10.

37. Liability for recurrent charges: prescribed date

(1) For the purposes of section 28(1)(b) of the Act, the date that is 3 months after the day on which the resident has permanently vacated the residential premises occupied by the resident is prescribed.

(2) Subregulation (1) applies only if the resident occupied the residential premises under a residential tenancy agreement or any other lease or licence.

38. Exit entitlement statements

For the purposes of section 29(3)(b) of the Act, a statement setting out how an operator calculated an exit entitlement must contain the information specified in Schedule 11.

39. Prescribed interest rate

For the purposes of sections 30(2)(a) and 38(5)(b) of the Act, the prescribed rate of interest is the maximum rate prescribed by rules under the *Aged Care Act 2024* (Cth) section 301(3).

40. Prescribed time for extension applications

For the purposes of section 38(1) of the Act, the prescribed time is at least 90 days before the end of the period within which the operator would otherwise have to comply with —

(a) the requirement to pay an exit entitlement in relation to the particular resident under Part 3A Division 2 of the Act; or

(b) the requirement to enter into a contract for, and complete, the purchase of residential premises in relation to the particular resident under Part 3A Division 3 of the Act.

41. Notice to residents of extension and exemption applications

(1) An operator must, within 7 days after applying to the Commissioner for an extension under section 38(1) of the Act, give the particular resident written notice of the application.

Penalty for this subregulation: a fine of $5 000.

(2) An operator must, within 30 days after applying to the Commissioner for an exemption under section 39(1) of the Act, give each resident of the retirement village written notice of the application.

Penalty for this subregulation: a fine of $5 000.

Division 2 — Operator's payment of exit entitlement for aged care

42. Operator's payment of exit entitlement for aged care

For the purposes of section 31 of the Act, this Division makes provision about payment (an ***aged care payment***), at the request of a resident, of some or all of an exit entitlement to a person other than the resident for the purpose of funding the resident's residence, or proposed residence, in an aged care facility.

43. Entitlement to make aged care payment requests

(1) A resident may request that an operator make an aged care payment only if the resident —

(a) has permanently vacated residential premises in the retirement village; and

(b) has entered into —

(i) an aged care facility that is an approved residential care home; or

(ii) an accommodation agreement with a registered provider for accommodation in an aged care facility that is an approved residential care home;

and

(c) chooses, or is taken to have chosen, to pay for accommodation in the approved residential care home by daily accommodation payments; and

(d) is entitled to an exit entitlement (whether unconditionally or on the satisfaction of conditions specified in the resident's residence contract); and

(e) has not been paid the exit entitlement.

(2) In this regulation, each of the following terms has the meaning given in the *Aged Care Act 2024* (Cth) section 7 —

accommodation agreement

approved residential care home

daily accommodation payment

registered provider

44. Requirements for aged care payment requests

(1) A request that an operator make an aged care payment must —

(a) be made no later than 60 days after the resident enters the approved residential care home; and

(b) include a statement by the registered provider specifying —

(i) the amount of each aged care payment to be made; and

(ii) when, and to whom, the payments must be made;

and

(c) be in the approved form; and

(d) include the required information.

(2) For the purposes of subregulation (1)(d), the ***required information*** is as follows —

(a) the name and contact details of the resident by or on behalf of whom the request is made;

(b) the name and address of the retirement village, and the name and contact details of the operator of the retirement village, whose residential premises the resident has permanently vacated;

(c) the name and address of the aged care facility the resident has entered or proposes to enter;

(d) the date the resident entered or proposes to enter the aged care facility;

(e) if the request is made on behalf of the resident by another person — the other person's name, contact details and relationship to the resident;

(f) a declaration, signed and dated by the person making the request, that the information in the request is true and correct at the date of the declaration.

45. Operator's obligation to comply with request

(1) An operator must make the aged care payment, or the first of multiple aged care payments, on or before the later of the following —

(a) the day that is 28 days after the day on which the resident makes the request;

(b) the day that is 28 days after the day on which the resident enters the aged care facility.

(2) An operator is not required to make an aged care payment —

(a) if all of the resident's exit entitlement is paid; or

(b) if the resident dies; or

(c) if the resident tells the operator to stop making aged care payments; or

(d) if the operator has paid at least 85% of the resident's exit entitlement; or

(e) in any period during which the operator has the benefit of an extension or an exemption in relation to all of the resident's exit entitlement.

46. Persons to whom aged care payments can be made

An aged care payment can only be made to a registered provider as defined in the *Aged Care Act 2024* (Cth) section 7.

Division 3 — Valuers and valuations

47. Prescribed times for agreement on value or valuer

(1) In this regulation —

payment deadline, in relation to a resident's residential premises, means the date on which the operator is required (as the case may be) —

(a) to pay the exit entitlement in relation to the resident under section 29 of the Act; or

(b) to enter into a contract for, and complete, the purchase of the residential premises under Part 3A of the Act.

(2) For the purposes of section 37(1)(b) of the Act, an exit entitlement, or the value of residential premises in a retirement village, must be agreed between an operator and a resident at least 3 months before the payment deadline.

(3) For the purposes of section 37(3)(b) of the Act, a licensed valuer to be appointed to determine an exit entitlement, or the value of residential premises in a retirement village, must be agreed between an operator and a resident at least 2 months before the payment deadline.

48. Procedure for appointing valuer by Commissioner

(1) For the purposes of section 37(5) of the Act, if an operator and a resident cannot, within the time specified in regulation 47(3), agree on the appointment of a licensed valuer, the operator must notify the Commissioner as soon as practicable.

(2) The notification must —

(a) be made in the approved form; and

(b) contain any information required by the approved form.

(3) The Commissioner must, within 21 days after receiving the notification, appoint a licensed valuer to make a determination of (as the case may be) —

(a) the relevant exit entitlement; or

(b) the value of the relevant residential premises.

49. Obligation to give information to appointed valuer

(1) In this regulation —

appointed valuer means a licensed valuer appointed by —

(a) agreement between an operator and a resident; or

(b) if the operator and the resident cannot, within the time specified in regulation 47(3), agree — the Commissioner.

(2) For the purposes of section 37(5) of the Act, an operator and a resident must give an appointed valuer all the information reasonably necessary to make a determination of an exit entitlement or the value of residential premises in a retirement village.

(3) The Commissioner may, by written order to an operator or resident, require the operator or resident to give the appointed valuer, within the period specified in the order, specified information reasonably necessary to make the determination.

(4) A person given an order under subregulation (3) must comply with the order.

Penalty for this subregulation: a fine of $5 000.

50. Valuations

(1) For the purposes of section 37(5) of the Act, the determination of a value must —

(a) be in writing; and

(b) contain reasons for the determination; and

(c) specify the matters to which the appointed valuer had regard for the purposes of making the determination.

(2) The appointed valuer must give a copy of the determination to —

(a) the operator; and

(b) the resident.

Part 6 — Capital items

51. Plans for capital maintenance and capital replacement

For the purposes of section 41B of the Act —

(a) an operator must prepare, and keep up to date, a plan for capital maintenance and capital replacement in accordance with this Part; and

(b) this Part makes provision generally about plans for capital maintenance and capital replacement.

52. Requirement for plan

An operator of a retirement village must ensure the retirement village has a plan for capital maintenance and capital replacement that complies with this Part.

53. Content of plans

(1) A plan for capital maintenance and capital replacement must include —

(a) a list of the capital items (the ***covered items***) in the retirement village that the operator anticipates will require capital maintenance or capital replacement in the period covered by the plan; and

(b) the information specified in Schedule 4.

(2) The list of covered items dealt with by the plan must include any capital items of value in the retirement village which, in the opinion of the operator, should be included in the plan having regard to the capital maintenance or capital replacement that it is anticipated will be required in the period covered by the plan.

(3) Without limiting subregulation (2), the following items are items of value that may be included in the plan —

(a) roofs and gutters;

(b) walls (including retaining walls);

(c) floors;

(d) ceilings;

(e) windows, eaves, flashings, soffits and window sills;

(f) downpipes;

(g) foundations of buildings;

(h) driveways;

(i) footpaths;

(j) steps;

(k) stairs and stair railings;

(l) doors and doorways (including fire doors);

(m) lighting;

(n) storage or plant rooms;

(o) fencing and gates;

(p) balconies, railings and balustrades;

(q) lifts;

(r) ventilation;

(s) fire services, fire alarms and fire hoses;

(t) air conditioning systems;

(u) building and ancillary structures;

(v) utility conduits and services;

(w) garbage disposal;

(x) hot water systems;

(y) electrical systems;

(z) post boxes;

(za) security components;

(zb) swimming pools, spas and pumps or filters;

(zc) water bores and water tanks;

(zd) back flow devices and pumping devices;

(ze) car stackers;

(zf) roof access safety equipment;

(zg) solar and other sustainability infrastructure;

(zh) disability access facilities;

(zi) roadways;

(zj) garage doors.

(4) The covered items may be itemised separately or grouped together in a reasonable way that the operator considers appropriate.

(5) A plan for capital maintenance and capital replacement must relate to 1 retirement village only, even if the operator administers more than 1 retirement village.

54. Duration of plans

(1) A plan for capital maintenance and capital replacement has effect for the period expressed in the plan.

(2) The period must —

(a) start on a day of 1 July; and

(b) have a duration of at least 5, but no more than 15, financial years.

55. Revision of plans

An operator must, at least 1 month before each annual budget finalisation meeting —

(a) review the retirement village's plan for capital maintenance and capital replacement; and

(b) if a residents' committee is established in the retirement village — consult with the committee about revision of the plan; and

(c) give the residents written notice that the plan (including any revision made to it after it was originally prepared) is available for inspection at —

(i) the retirement village; and

(ii) the operator's business address.

56. Availability of plans for inspection

(1) An operator must ensure the retirement village's plan for capital maintenance and capital replacement is available for inspection by (or by a person acting on behalf of) —

(a) a resident; or

(b) a prospective resident.

(2) The plan must be available at —

(a) the retirement village; and

(b) the operator's business address.

Part 7 — Residents' participation

Division 1 — Preliminary

57. Residents' meetings

For the purposes of section 41F of the Act, this Part makes provision about meetings (***residents' meetings***) of the residents of a retirement village.

Division 2 — Residents' meetings

58. Residents' meetings held by residents' committees

(1) A residents' committee may hold a residents' meeting for any purpose, other than a meeting that is required to be held by the operator under regulation 59.

(2) The residents' committee must give each resident at least 10 working days written notice of a residents' meeting, setting out —

(a) the time and place of the meeting; and

(b) the business to be transacted at the meeting, including any matter that is to be decided by a special resolution.

(3) An operator must not prevent or restrict a residents' committee from holding a residents' meeting.

59. Residents' meetings held by operator

(1) An operator must hold the following residents' meetings each year as required by Part 4 —

(a) an annual budget preparation meeting;

(b) an annual budget finalisation meeting;

(c) an annual financial statements meeting.

(2) An operator must hold a residents' meeting on the reasonable request of a residents' committee.

(3) An operator must hold a residents' meeting if requested to do so by —

(a) a minimum of 5 residents or 10% of the residents, whichever is the greater; or

(b) if the retirement village has fewer than 10 occupied residential premises — residents from a majority of the occupied residential premises.

(4) An operator may hold a residents' meeting at any other reasonable time.

(5) The operator must hold a meeting referred to in subregulation (2) or (3) —

(a) within 20 working days after the day on which the request is made; or

(b) at a later date if agreed to by (as the case requires) —

(i) the residents' committee; or

(ii) the majority of the residents who requested the meeting.

(6) The operator must give each resident at least 10 working days written notice of a residents' meeting referred to in subregulation (2) to (4).

Note for this subregulation:

For the notice an operator must give of the residents' meetings referred to in subregulation (1), see regulations 26 and 31.

(7) The notice must set out —

(a) the time and place of the meeting; and

(b) the business to be transacted at the meeting, including any matter that is to be decided by a special resolution.

(8) Despite subregulation (6), the operator may, in extraordinary or urgent circumstances, hold a residents' meeting by giving

written notice of the meeting to the residents if the period of notice is —

(a) reasonable in the circumstances; and

(b) not less than 2 working days.

60. Residents' meetings not to double as meetings under other laws

A residents' meeting must not be held simultaneously with a meeting held under any other written law, including —

(a) a meeting held under the *Associations Incorporation Act 2015*; or

(b) if the retirement village is also a strata titles scheme — a meeting held under the *Strata Titles Act 1985*.

Note for this regulation:

For the purposes of paragraph (b), a strata titles scheme includes a community titles scheme, and the *Strata Titles Act 1985* includes the *Community Titles Act 2018*: see regulation 11.

Division 3 — Special resolutions

61. Presence of operator at residents' meetings deciding special resolutions

(1) Subject to any other written law, an operator may —

(a) be present at a residents' meeting at which a special resolution is to be voted on; and

(b) be heard on any matter that is to be decided at the meeting.

(2) The operator may remain at the meeting unless the residents decide by a majority that the operator must leave the meeting.

62. Provision of special resolutions

(1) If an operator does not chair a residents' meeting at which a special resolution is passed, the person who chairs the meeting

must provide the operator, within 2 working days after the meeting, a copy of the special resolution.

(2) If an operator receives a request from a resident for a copy of a special resolution passed at a residents' meeting, the operator must give the resident a copy of the special resolution within 10 working days after receiving the request.

(3) If requested to do so by a majority of the residents present at a residents' meeting, the operator must, within 10 working days after the request, give written notice to all the residents of any special resolution passed at the meeting.

Division 4 — Voting

63. Voting entitlements

Unless otherwise provided in the relevant residence contract, if 2 or more residents occupy the same residential premises in the retirement village, each of them may vote at a residents' meeting on any matter that requires, or provides for, a vote of the residents.

64. Voting by secret ballot

(1) If more than 1 resident or proxy at a residents' meeting calls for, or supports, a secret ballot in respect of a particular matter to be voted on at the meeting, the vote must be taken by a secret ballot.

(2) If a vote is to be taken by a secret ballot at the meeting, the method used to take the ballot must ensure that the votes can be counted without identifying how any resident has voted.

65. Proxy voting

(1) In this regulation —

proxy notice means a notice referred to in subregulation (2);

voting resident means a resident, or the personal representative of a resident, who is entitled to vote at a residents' meeting.

(2) A voting resident may, by written notice signed by the voting resident, appoint a proxy to vote on behalf of the voting resident by way of a proxy vote at a residents' meeting specified in the notice.

(3) The appointment of the proxy is valid only if the proxy notice is given to the chairperson of the meeting at which the proxy is to vote before any vote is taken at that meeting.

(4) A proxy notice can only be in respect of 1 meeting.

(5) A voting resident cannot appoint any of the following persons as a proxy unless the voting resident is a relative of that person —

(a) a representative of the operator of the retirement village;

(b) a close associate of the operator of the retirement village;

(c) a person nominated as a proxy by the operator of the retirement village.

(6) A person appointed as the proxy of a voting resident cannot vote on behalf of the voting resident if the voting resident personally votes on the matter or matters concerned.

(7) A person must not be appointed as the proxy of more than 5 voting residents in a retirement village.

(8) At any time before the exercise of a proxy vote by a person appointed as the proxy of a voting resident, the voting resident may revoke the appointment by giving written notice to —

(a) the proxy; and

(b) the chairperson of the meeting at which the proxy was to vote.

Part 8 — Modifications of retirement villages

66. Stages of approved staged development are not prohibited modifications

For the purposes of section 41K of the Act, an operator does not commit an offence under section 41J of the Act in relation to a modification if —

(a) the modification is a stage of staged development; and

(b) section 41N(2) to (5) are complied with in respect of the whole staged development.

67. Modification plans

(1) For the purposes of section 41N(2) of the Act, an operator must give each resident the modification plan at least 1 month before the residents' meeting at which the special resolution to approve the plan is decided.

(2) For the purposes of section 41N(2)(b) of the Act, a modification plan must contain the information specified in Schedule 12.

68. Time for special resolution approving modification plan

For the purposes of section 41O(2)(b)(i) of the Act, the prescribed time is the period starting 1 month, and ending 3 months, after the day on which the operator gives each resident the modification plan as required by section 41N(2) of the Act.

Part 9 — Resolution of disputes

Division 1 — Village dispute resolution procedure

69. Village dispute resolution procedure established

For the purposes of section 41R(1) and (2) of the Act, this Division establishes the procedure (the ***village dispute resolution procedure***) that the parties to a retirement village dispute must follow to resolve the dispute.

70. Dispute notices

(1) An operator or a resident who considers that a retirement village dispute has arisen must give each other person they consider to be a party to the dispute written notice (a ***dispute notice***) —

(a) setting out the matters in dispute; and

(b) calling on the other parties to rectify or otherwise attempt to settle those matters.

(2) A resident who considers that a retirement village dispute has arisen must also tell the operator of the retirement village that the dispute has arisen.

(3) Subregulation (2) does not apply if the resident has given the operator a dispute notice about the dispute.

71. Obligations of operator

(1) An operator must provide, or make available, a document setting out the village dispute resolution procedure established by this Division, as varied (if necessary) under regulation 76 —

(a) if a resident gives the operator a dispute notice or tells the operator that a retirement village dispute has arisen — to the resident and each other party to the dispute (other than the operator); and

(b) if the operator gives a dispute notice to a resident — to the resident; and

(c) to any resident who requests it.

Penalty for this subregulation: a fine of $5 000.

(2) An operator must nominate a suitable person, who is acceptable to all the parties to the retirement village dispute, to assist the parties to resolve the dispute —

(a) if a resident gives the operator a dispute notice or tells the operator that a retirement village dispute has arisen; or

(b) if the operator gives a dispute notice to a resident.

(3) The operator must inform any resident who is a party to the dispute of further available avenues for resolution of the dispute, including the right to apply for the matter to be mediated under Division 2.

72. Obligations of person given dispute notice

A resident, or an operator, who is given a dispute notice must —

(a) respond within 10 working days after the day on which the notice is given; and

(b) give written reasons if any of the matters in dispute are rejected.

73. Meeting to resolve dispute

(1) The parties to a retirement village dispute must —

(a) meet in the retirement village, or at any other place as mutually agreed —

(i) no later than 20 working days after the day on which the dispute notice is given; or

(ii) if mutually agreed to by the parties to the dispute — at a later date;

and

(b) attempt to resolve the matters in dispute.

(2) The parties to the dispute must, before the meeting, disclose to each other all documents and information that might reasonably be expected to be material to the resolution of the matters in dispute.

74. Support persons

A resident who is a party to a retirement village dispute may be supported by another person at any stage in the village dispute resolution procedure if each party to the dispute is given prior notice of the other person's name.

75. Things said, done or produced in village dispute resolution procedure

A party to a retirement village dispute must not disclose or communicate to another person, or use for any purpose other than resolution of the matters in dispute, anything said, done or produced by another party to the dispute during the village dispute resolution procedure, except with the agreement of that other party.

Penalty: a fine of $5 000.

76. Variation of village dispute resolution procedure

(1) The village dispute resolution procedure set out in this Division may be varied if the variation is —

(a) agreed to by the operator; and

(b) passed by a special resolution at a residents' meeting.

(2) The operator or the residents, as the case may be, must not unreasonably withhold agreement to any proposed variation to the village dispute resolution procedure.

77. Costs associated with village dispute resolution procedure

(1) If an operator incurs costs as a result of nominating, under regulation 71(2), a staff member to deal with a retirement village dispute, those costs must be borne by the operator.

(2) Subject to subregulation (1), the costs incurred by any party as a result of complying with the village dispute resolution procedure must be shared equally between each of the parties to the retirement village dispute.

(3) If an operator incurs a share of costs under subregulation (2), it must not recover any of that share from any resident or former resident (whether or not a party to a dispute).

Division 2 — Mediation

78. Provision about mediations

For the purposes of section 41R(7) of the Act, this Division makes provision about mediation of retirement village disputes.

79. Application for appointment of mediator to be in approved form

An application to the Commissioner to appoint a mediator to resolve a retirement village dispute must be in the approved form.

80. Commissioner's response to application

(1) Within 10 working days after an application to the Commissioner to appoint a mediator is made, the Commissioner must, by written notice to the applicant and all other parties to the retirement village dispute —

(a) appoint —

(i) a mediator; and

(ii) a time, date and place for the mediation;

or

(b) refuse to appoint a mediator.

(2) Notice of the appointment of a mediator, and of a time, date and place for the mediation, must —

(a) be given at least 5 working days before the date appointed for the mediation; and

(b) if given to a party other than the applicant for the appointment of a mediator — include a copy of the application; and

(c) if the Commissioner requires a party to attend the mediation — include a statement that non-compliance with the requirement is an offence under section 41R(5) of the Act.

(3) Notice of the refusal to appoint a mediator must include —

(a) reasons for the refusal; and

(b) a statement that the applicant has a right to apply to the Commissioner for a review of the decision to refuse to appoint a mediator.

81. Grounds for refusing to appoint mediator

The Commissioner may refuse to appoint a mediator to resolve a retirement village dispute if —

(a) the dispute is the subject of an arbitration proceeding that has commenced; or

(b) the dispute has been the subject of an award, whether interim or final, in an arbitration proceeding; or

(c) the dispute is before, or has been decided by, the Tribunal, a court or another tribunal of competent jurisdiction; or

(d) no attempt has been made to resolve the dispute using the village dispute resolution procedure established by Division 1; or

(e) the Commissioner considers the dispute could be adequately dealt with in some other way, including by negotiation by the Commissioner under section 8(1)(d) of the Act; or

(f) the Commissioner considers that there is another good reason not to appoint a mediator.

82. Change of mediator or mediation details

The Commissioner may, on application by a party to a retirement village dispute, change the appointed mediator, or the appointed time, date and place for the mediation, by giving a revised written notice of the appointment.

83. Review of refusal to appoint mediator

(1) An applicant for the appointment of a mediator may apply to the Commissioner for a review of a decision to refuse to appoint a mediator.

(2) The application must —

(a) be made within 28 days after the day on which the Commissioner gives notice of the refusal; and

(b) be in the approved form; and

(c) be given by the applicant to all the other parties to the retirement village dispute.

(3) On a review, the Commissioner may —

(a) affirm the decision; or

(b) vary the decision; or

(c) set aside the decision and substitute a new decision.

84. Representation of parties at mediation

The mediator may permit a party to be represented or assisted in the mediation of the retirement village dispute by an agent, other than a lawyer, if the mediator is satisfied that —

(a) the party is unable to attend, or cannot properly participate in, the proceedings personally, whether on account of illness or otherwise; and

(b) the agent has sufficient knowledge of the matters in dispute to represent the party effectively; and

(c) no other party will be unfairly disadvantaged by the fact that the agent is allowed to so act.

85. Mediator's obligations regarding outcome of mediation

(1) If the parties reach a mediated agreement on the retirement village dispute, the mediator must —

(a) record the agreement in writing and have it signed by or for the parties as soon as practicable after the mediation ends; and

(b) give a copy of the signed agreement to the parties and the Commissioner as soon as practicable after it is signed.

(2) If, at any time during the mediation, the mediator is of the opinion that the parties are not likely to resolve the dispute, the mediator must —

(a) conclude the mediation; and

(b) notify the Commissioner that the mediation has been unsuccessful.

86. Things said, done or produced at mediation

(1) Evidence of anything said, done or produced at a mediation is not admissible in a court or before a person or body authorised by law to hear evidence, except with the agreement of the parties to the mediation.

(2) The mediator or a party, or an agent of a party, must not make a record of, or disclose or communicate to another person, anything said, done or produced at a mediation.

Penalty for this subregulation: a fine of $5 000.

(3) The mediator does not contravene subregulation (2) merely because —

(a) the mediator makes notes during the mediation that the mediator considers appropriate and destroys them at the end of the mediation; or

(b) the mediator records and provides a copy of a mediated agreement under regulation 85(1).

87. Costs associated with Commissioner-appointed mediation

(1) If an operator incurs costs as a result of the mediation of a retirement village dispute, the operator must not recover those costs from a resident or a former resident.

(2) Unless the Commissioner decides otherwise, the costs of the mediation of a retirement village dispute must be shared equally between each of the parties to the dispute.

Part 10 — Abandoned goods

88. Abandoned goods: manner of disposal and other provisions

This Part —

(a) for the purposes of section 70(1)(b) of the Act, prescribes the manner in which an operator may dispose of abandoned goods; and

(b) for the purposes of section 82(2)(c) of the Act, makes other provision about abandoned goods.

89. Disposal of food and of goods not worth selling

(1) This regulation applies to abandoned goods that —

(a) are perishable foodstuffs; or

(b) have an estimated value less than the total estimated cost of the removal, storage and sale of the goods.

(2) An operator may, after the expiry of 2 days from the termination of the relevant residence contract —

(a) remove the goods; and

(b) destroy or dispose of the goods.

90. Disposal of other abandoned goods

(1) In this regulation —

removal day means the day on which an operator removes abandoned goods from residential premises in a retirement village;

sale day means the day on which an operator sells abandoned goods as permitted by this regulation.

(2) This regulation applies to abandoned goods other than goods to which regulation 89 applies.

(3) An operator must store the goods in a safe place and manner for a period of at least 60 days.

(4) Within 7 days after removal day the operator must —

(a) give the former resident a notice in the form of Schedule 14 Form 1; and

(b) cause to be published in a newspaper circulating generally throughout the State a notice in the form of Schedule 14 Form 2.

(5) A person who has a lawful right to the goods may, on paying the operator's reasonable costs of removing and storing the goods, reclaim the goods at any time before sale day.

(6) If a person does not reclaim the goods within 60 days after removal day the operator must, as soon as practicable, sell the goods by public auction.

(7) The operator is entitled to retain out of the proceeds of the sale the reasonable costs of removing, storing and selling the goods.

Part 11 — Miscellaneous

91. Payments that are not ingoing contributions

For the purposes of paragraph (b)(ii) of the definition of ***ingoing contribution*** in section 3(1) of the Act, the following payments are prescribed —

(a) a payment relating to the purchase of a relocatable home as defined in the *Residential Parks (Long-stay Tenants) Act 2006* section 3;

(b) a payment to which both of the following apply —

(i) the payment relates to admission of a person as a resident of a retirement village for a period of 12 months or less;

(ii) the total amount of the payment and each other payment (if any) that is paid in respect of that admission is an amount of $1 500 or less.

92. Residential premises to which Act does not apply

For the purposes of section 5(2)(b) of the Act, aged care provided at a residential care home (as defined in the *Aged Care Act 2024* (Cth) section 10(2) to (4)) is prescribed.

93. Exemption certificates

(1) For the purposes of section 77C(1)(a) of the Act, the fee (the ***application fee***) for an application for an exemption certificate is $159.00.

(2) The Commissioner may refund the whole or any part of the application fee if the Commissioner is satisfied there are special circumstances that justify the refund.

(3) It is not a special circumstance for the purposes of subregulation (2) that an application is refused.

(4) Without limiting subregulation (2), the whole of the application fee may be refunded if the Commissioner is satisfied that no resources of the Department have been applied to assess the application.

(5) Without limiting subregulation (2), any part of the application fee may be refunded if the Commissioner has had regard to the following matters —

(a) whether the application has been made in error because the applicant is not a person to whom section 76 of the Act applies;

(b) the extent to which the resources of the Department have been applied to assess the application.

(6) A person must not give information that is false or misleading to the Commissioner in, or in relation to, an application for an exemption certificate under section 77C of the Act.

Penalty for this subregulation: a fine of $5 000.

*[**94.** Has not come into operation.]*

Part 12 — Savings, transitional and other provisions

Division 1 — *Retirement Villages Regulations 1992*

95. *Retirement Villages Regulations 1992* repealed

The *Retirement Villages Regulations 1992* are repealed.

Division 2 — *Retirement Villages Regulations 2026*

Subdivision 1 — Preliminary

96. Terms used

In this Division —

Code means the *Code of Practice for Retirement Villages 2022* set out in the *Fair Trading (Retirement Villages Code) Regulations 2022* Schedule 1 as in force immediately before 1 September 2026;

relevant legislative change means the following —

(a) an amendment made by the *Retirement Villages Amendment Act 2024*;

(b) without limiting paragraph (a), the insertion into the Act, by the *Retirement Villages Amendment Act 2024*, of a provision that substantially corresponds to a provision of the Code;

(c) the making of these regulations;

(d) without limiting paragraph (c), the making, under a provision of the Act inserted or amended by the *Retirement Villages Amendment Act 2024*, of a provision of these regulations that substantially corresponds to a provision of the Code;

(e) without limiting paragraph (c), the repeal of the *Retirement Villages Regulations 1992*;

(f) the repeal of the Code;

resident includes former resident.

Note for this regulation:

The *Fair Trading (Retirement Villages Code) Regulations 2022* were repealed by the *Fair Trading (Retirement Villages Code) Repeal Regulations 2026* on 1 September 2026.

97. Application of amendments made by *Retirement Villages Amendment Act 2024*

(1) An amendment made by the *Retirement Villages Amendment Act 2024* extends to a retirement village, or a contract, agreement, scheme or arrangement, that was in existence before 1 September 2026, except to the extent that this Division provides otherwise.

Note for this subregulation:

See Schedule 1 clauses 7 and 9 of the Act.

(2) Without limiting subregulation (1) —

(a) section 28 of the Act applies in the case of a resident who permanently vacated the residential premises before 1 September 2026; and

(b) Part 3A Division 2 of the Act applies, subject to regulation 107, in relation to an exit entitlement payable under a residence contract entered into before 1 September 2026 to the extent that the exit entitlement is not paid before 1 September 2026, including in a case in which the resident permanently vacated the residential premises before 1 September 2026; and

(c) Part 3A Division 3 of the Act applies, subject to regulation 108, in the case of a resident who permanently vacated the residential premises before 1 September 2026.

(3) Without limiting subregulation (1), an amendment made by the *Retirement Villages Amendment Act 2024* extends to a residence contract despite any provision of the contract permitted under regulation 99(3).

(4) An amendment made by the *Retirement Villages Amendment Act 2024* extends to a residence contract entered into on or after 1 September 2026 but before 1 July 2027 despite any provision of the contract permitted under regulation 99(5).

Subdivision 2 — Rights and obligations of residents, owners and operators

98. Pre-contractual disclosure

(1) An owner does not have to comply with section 13(2)(a) and (aa) of the Act, as inserted by the *Retirement Villages Amendment Act 2024* section 8(1), in the case of a residence contract if —

(a) the residence contract is entered into on or after 1 September 2026 but before 1 July 2027; and

(b) the owner complies instead with the following as in force immediately before 1 September 2026 —

(i) section 13(2)(a) of the Act;

(ii) subject to subregulation (2), the *Retirement Villages Regulations 1992* regulations 4A and 4 and Schedule 1 Form 1 or 1A (as the case requires).

(2) A statement required by the *Retirement Villages Regulations 1992* regulations 4A and 4 and Schedule 1 Form 1 or 1A (as the case requires) may be modified, consistently with Schedules 7 and 8 of these regulations, for the purposes of giving effect to, or otherwise in connection with, a relevant legislative change.

(3) If an owner does not have to comply with section 13(2)(a) and (aa) of the Act, as inserted by the *Retirement Villages Amendment Act 2024* section 8(1), in the case of a residence contract because of subregulation (1) —

(a) the notice in Schedule 5 Division 1, required by section 13(2)(b) of the Act and regulation 13 to be given in the case of the residence contract, must be given with the modification specified in subregulation (4); and

(b) section 13(4) and (5) of the Act, as in force immediately before 1 September 2026, apply, as if still in force, in the case of the residence contract.

(4) For the purposes of subregulation (3)(a), a reference in the notice in Schedule 5 Division 1 to a community arrangements statement or a prospective resident information statement must be modified to a reference to "the disclosure statement set out in the *Retirement Villages Regulations 1992* Schedule 1 Form 1 or 1A (as the case requires), as in force immediately before 1 September 2026, completed and signed by the owner, or a person authorised to act on behalf of the owner, with any modifications permitted by the *Retirement Villages Regulations 2026* regulation 98(2)".

(5) Section 13(4) to (5) of the Act, as inserted by the *Retirement Villages Amendment Act 2024* section 8(3), do not apply in the case of a residence contract entered into before 1 September 2026.

(6) Section 13(4) and (5) of the Act, as in force before 1 September 2026, continue to apply on and after 1 September 2026 in the case of a residence contract entered into before 1 September 2026 as they applied in the case of the residence contract immediately before 1 September 2026.

99. Village contracts

(1) In this regulation —

former residence contract provisions means the *Retirement Villages Regulations 1992* Part 2 Divisions 1, 3 and 4 and Schedule 2.

(2) For the purposes of section 14A(5) of the Act, but subject to subregulations (3) and (7), section 6(2) of the Act does not have effect in relation to regulation 14 and Schedule 6.

(3) A residence contract entered into before 1 September 2026 does not have to comply with regulation 14 and Schedule 6 if the residence contract complies instead with the former residence contract provisions as they applied to the residence contract immediately before 1 September 2026, subject to subregulation (4).

(4) A residence contract entered into before 1 September 2026 may be modified, consistently with Schedule 6, for the purposes of giving effect to, or otherwise in connection with, a relevant legislative change.

(5) A residence contract entered into on or after 1 September 2026 but before 1 July 2027 does not have to comply with regulation 14 and Schedule 6 if the residence contract complies instead with the former residence contract provisions, as in force immediately before 1 September 2026, subject to subregulation (6).

(6) A residence contract entered into on or after 1 September 2026 but before 1 July 2027 may depart, consistently with Schedule 6, from the requirements of the former residence contracts provisions for the purposes of giving effect to, or otherwise in connection with, a relevant legislative change.

(7) Regulation 14 and Schedule 6 do not apply to a service contract entered into before 1 July 2027.

100. Community arrangements statements

(1) In this regulation —

existing retirement village means a retirement village established before 1 July 2027.

(2) Section 14B of the Act does not apply to an operator of an existing retirement village until 1 July 2027 and for that purpose the reference, in section 14B(3) of the Act, to the day on which the retirement village is established is taken, in relation to an existing retirement village, to be a reference to 1 July 2027.

101. Prospective resident information statements

(1) In this regulation —

existing retirement village means a retirement village established before 1 July 2027.

(2) Despite section 14C(3) of the Act, an operator of an existing retirement village is only required to give a person a prospective resident information statement if the person asks for it on or after 1 July 2027.

102. Property condition reports

(1) Section 14D(1) to (3) of the Act do not apply if the resident enters into occupation of the residential premises before 1 December 2026.

(2) Section 14D(4) and (5) of the Act do not apply if the resident entered into occupation of the residential premises before 1 December 2026.

Subdivision 3 — Financial arrangements and budget obligations

103. First quarterly and annual financial statements

(1) A quarterly financial statement for the first quarter of the financial year starting on 1 July 2026 is taken to comply with regulation 30 if the statement complies with clause 18 of the Code.

(2) An annual financial statement for the financial year starting on 1 July 2025 is taken to comply with regulation 32 if the statement complies with clause 19 of the Code.

104. Capital maintenance fund requirements in annual budgets and in financial statements

(1) This regulation applies in relation to an operator until 1 July 2028.

(2) A reference in Part 4 to a capital maintenance fund is taken to be a reference to a reserve fund if the operator —

(a) maintains, or is contractually required to maintain, a reserve fund for the retirement village; and

(b) does not maintain a capital maintenance fund for the retirement village in addition to, or as a continuation of, or in replacement of, the reserve fund.

(3) A reference in Part 4 to a capital maintenance fund is taken to include a reference to a reserve fund if the operator —

(a) maintains, or is contractually required to maintain, a reserve fund for the retirement village; and

(b) maintains a capital maintenance fund for the retirement village in addition to, or as a continuation of, or in replacement of, the reserve fund.

(4) Part 4 applies to the operator without modification if the operator —

(a) does not maintain, and is not contractually required to maintain, a reserve fund for the retirement village; and

(b) maintains a capital maintenance fund for the retirement village.

(5) Part 4 applies to the operator with the modifications specified in subregulation (6) if the operator —

(a) does not maintain, and is not contractually required to maintain, a reserve fund for the retirement village; and

(b) does not maintain a capital maintenance fund for the retirement village.

(6) For the purposes of subregulation (5), Part 4 applies to the operator as follows —

(a) a reference in Part 4 to the specified amounts is taken not to include a reference to the opening and closing balances of the capital maintenance fund (as referred to in regulation 25(1)(a)(i) and (q)(i));

(b) the following requirements do not apply to the operator —

(i) the requirement under regulation 27(2)(b) for budget documents to include a capital maintenance budget;

(ii) the requirement under regulation 27(4)(a) for notes to the budget documents to include the method by which the amount that is a contribution to the capital maintenance fund is calculated;

(iii) the requirement under regulation 30(3)(b) for a quarterly financial statement to detail actual income to, and expenditure from, the capital maintenance fund;

(iv) the requirement under regulation 32(1)(b) for an annual financial statement to detail actual income to, and expenditure from, the capital maintenance fund.

105. Changes in presentation of information

(1) This regulation applies in relation to each of the following requirements —

(a) the requirement under regulation 27(3)(a) for budget documents to present information in a way that is consistent from 1 financial year to the next;

(b) the requirement under regulation 30(4)(a) for a quarterly financial statement to present information in a way that is consistent from 1 quarter to the next;

(c) the requirement under regulation 32(2)(a) for an annual financial statement to present information in a way that is consistent from 1 financial year to the next.

(2) An operator does not contravene the requirement merely because of a change in the way information is presented if the

change is for the purposes of giving effect to, or otherwise in connection with, a relevant legislative change.

Subdivision 4 — Leaving a retirement village

106. Reinstatement and renovation of residential premises

(1) Section 27 of the Act does not apply in the case of a resident who permanently vacates residential premises in a retirement village before 1 December 2026.

(2) In the case of a resident who permanently vacates residential premises in a retirement village before 1 December 2026, the operator may require the resident to pay for refurbishment work (as defined in clause 22(1) of the Code) if (and only if) —

(a) the operator complies with clause 22(2) of the Code in relation to the refurbishment work; and

(b) the requirement does not contravene the *Retirement Villages Regulations 1992* regulation 11(3)(i) as in force immediately before 1 September 2026; and

(c) the requirement otherwise accords with the following —

(i) the residence contract;

(ii) the Code;

(iii) the *Retirement Villages Regulations 1992* as in force immediately before 1 September 2026.

(3) Clause 22(3) and (4) of the Code apply in relation to any refurbishment work that has been, or is proposed to be, carried out as contemplated in subregulation (2).

107. Premiums, ingoing contributions and exit entitlements

(1) A premium paid under, or in connection with, a village contract is taken to be an ingoing contribution.

(2) A premium, or part of a premium, repayable under, or in connection with, a village contract is taken to be an exit entitlement.

(3) Subregulation (4) applies to an exit entitlement, to the extent it was not paid before 1 September 2026, that relates to a resident who permanently vacated residential premises before 1 September 2026.

(4) The Act applies to the exit entitlement as if section 29(1)(a) of the Act required the operator to pay the exit entitlement on or before 1 September 2027 instead of the earliest of the dates referred to in section 29(1)(a)(i) to (v).

(5) Subregulation (4) does not affect any rights of, or remedies available to, the resident if the operator does not pay, or has not paid, the exit entitlement on or before any date —

(a) provided for in the residence contract between the operator and the resident; or

(b) otherwise agreed between the operator and the resident.

108. Buybacks

The reference in section 35(2) of the Act to the day after the period of 12 months beginning on the day on which a resident has permanently vacated residential premises is taken, if the resident permanently vacated the residential premises before 1 September 2026, to be a reference to 1 September 2027.

Subdivision 5 — Capital items

109. Capital items

(1) The following provisions apply to an operator only on and from 1 July 2028 —

(a) sections 41B(1), 41C(1) to (4) and 41D(1) of the Act;

(b) Part 6 of these regulations.

(2) An application under section 41E(1) of the Act may be made only on or after 1 July 2028.

(3) Schedule 5 Division 2 clause 4 does not apply for the purposes of section 13(2)(e) of the Act if the residence contract is entered into before 1 July 2028.

Subdivision 6 — Residents' participation

110. Residents' committees

A residents' committee in existence, under or for the purposes of clause 24 of the Code, immediately before 1 September 2026 is taken to be a residents' committee established under section 41H of the Act.

Subdivision 7 — Modifications of retirement villages

111. Modifications

(1) In this regulation —

development has the meaning given in the *Planning and Development Act 2005* section 4(1).

(2) This regulation is made for the purposes of section 41K of the Act.

(3) An operator does not commit an offence under section 41J of the Act if the modification is carried out wholly before 1 December 2026.

(4) An operator does not commit an offence under section 41J of the Act if —

(a) the modification is development requiring approval under the *Planning and Development Act 2005*; and

(b) a development application for the development is made before 1 December 2026.

(5) An operator does not commit an offence under section 41J of the Act if —

(a) the modification is a change to the services or amenities that are provided, or made available, by the operator; and

(b) each resident of the retirement village is a resident under a residence contract entered into before 1 September 2026; and

(c) carrying out the modification complies with the provisions of each residence contract.

Subdivision 8 — Resolution of disputes

112. Village dispute resolution

(1) A retirement village dispute that, immediately before 1 September 2026, was being dealt with under clause 30 of the Code may continue to be dealt with under Part 9 Division 1 of these regulations.

(2) Accordingly, Part 9 Division 1 applies to the dispute with any necessary modifications.

113. Mediation

(1) A retirement village dispute that, immediately before 1 September 2026, was being dealt with under clause 31 of the Code may continue to be dealt with under Part 9 Division 2 of these regulations.

(2) Accordingly, Part 9 Division 2 applies to the dispute with any necessary modifications.

Subdivision 9 — Miscellaneous

114. Residence rules

(1) In this regulation —

existing residence rules means residence rules in force immediately before 1 September 2026.

(2) An operator must consult with all the residents of a retirement village before changing or revoking existing residence rules.

(3) The residents may, by special resolution, and with the agreement of the operator, change or revoke existing residence rules.

(4) The operator must not unreasonably withhold agreement to the change or revocation.

115. Provision of information for register of retirement villages

(1) In this regulation —

commencement day means the day on which the *Retirement Villages Amendment Act 2024* section 28 comes into operation.

(2) The requirement in section 78(2)(a) of the Act to provide the Commissioner information within 14 days after the day of establishment of a retirement village is, for a retirement village that was established before commencement day, a requirement to provide the Commissioner the information within 14 days after commencement day.

Schedule 1 — Matters for which operator cannot demand or receive payment

[r. 22]

1. Caveats

Lodging or withdrawing a caveat over the resident's residential premises, unless —

(a) the caveat is withdrawn for a period, and then lodged again at the end of the period, in accordance with the resident's written request; and

(b) the request is not made for the purposes of the sale of the residential premises.

2. Security interests in personal property

Compliance with the *Personal Property Securities Act 2009* (Cth) in relation to a security interest (as defined in section 12 of that Act) —

(a) that arises under a village contract; and

(b) with respect to which the operator registers a financing statement or a financing change statement under section 150 of that Act.

3. Marketing and advertising

(1) The marketing or advertising of the resident's residential premises —

(a) to the extent that the payment demanded or received exceeds the expenses (if any) incurred by the operator of that marketing or advertising; or

(b) if the payment demanded or received does not relate to the marketing or advertising of only those residential premises.

(2) The marketing or advertising of the retirement village as a whole.

4. Legal advice and proceedings

Unless payment is authorised by a special resolution of the residents, the following —

(a) obtaining legal advice;

(b) instituting or defending or otherwise participating in legal proceedings;

(c) participating in arbitration proceedings or mediation.

5. Compliance with court or tribunal orders

Unless payment is authorised by a special resolution of the residents, compliance with an order of a court or tribunal for the operator to pay —

(a) compensation; or

(b) a penalty; or

(c) another amount.

6. Administrative and management services

The operator's provision of administrative and management services to residents, to the extent the payment exceeds the resident's or former resident's appropriate portion of —

(a) the cost to the operator of providing those services; and

(b) if the operator is the owner of land within the retirement village (otherwise than as a resident) and is a person on behalf of whom the retirement village is administered — a reasonable fee for providing those services.

7. Excessive charge for provision of village contract

The operator's provision of a copy of a village contract entered into by the resident or former resident, to the extent the payment exceeds the cost to the operator of providing the copy.

8. Land tax

Land tax, if the land used for the purposes of the retirement village is eligible for an exemption under the *Land Tax Assessment Act 2002*.

9. Depreciation of assets

Depreciation or amortisation of, or writing off, the assets of the retirement village.

10. Overseas travel

Overseas travel by the operator or the operator's staff.

11. Membership fees to professional and industry bodies

(1) In this clause —

professional body means a body whose principal purpose is to represent the interests of the members of a particular profession.

(2) Accreditation or membership fees paid to a professional body or an industry body, other than an industry body referred to in subclause (3).

(3) Accreditation or membership fees paid to an industry body whose principal purpose is to represent the interests of operators (however described) of retirement villages, to the extent that the payment exceeds the resident's or former resident's appropriate portion of an amount equal to 50% of the fees.

12. Budget deficits

Budget deficits as referred to in regulation 35(2) and (3).

13. Operator costs in village dispute resolution procedure and mediation

The operator's costs as referred to in regulations 77(1) and (3) and 87(1).

[Schedule 2 has not come into operation.]

Schedule 3 — Rules of conduct for operators

[r. 19]

Division 1 — Standards of conduct

1. Operators must demonstrate compliance with relevant laws

(1) An operator must demonstrate compliance with the Act and any provisions of the following laws that apply to the operator —

(a) the *Associations Incorporation Act 2015*;

(b) the *Australian Consumer Law (WA)*;

(c) the *Strata Titles Act 1985*;

(d) the *Work Health and Safety Act 2020*.

Note for this subregulation:

For the purposes of paragraph (c), the *Strata Titles Act 1985* includes the *Community Titles Act 2018*: see regulation 11.

(2) An operator must ensure that each person involved in the administration of the retirement village demonstrates compliance with —

(a) the Act; and

(b) any other laws that apply in relation to the performance of the person's functions.

2. Operators must have regard to best interests of residents

(1) An operator must have regard to the best interests of residents in performing the operator's functions as far as possible.

(2) When dealing with a prospective resident, an operator must have regard to the best interests of the prospective resident in performing the operator's functions.

(3) In determining what is in the best interests of residents, or of a prospective resident, the operator must have regard to the following matters —

(a) the age and health of residents or the prospective resident;

(b) the views expressed by residents or the prospective resident;

(c) any requests made by residents or the prospective resident;

(d) the impact a decision or action may have on the health, finances and well-being of residents or of the prospective resident;

(e) past complaints, issues or concerns raised by residents.

3. Operators must exercise skill, care and diligence

An operator must exercise reasonable skill, care and diligence when performing the operator's functions.

4. Operators must act with honesty, fairness and professionalism

(1) In this clause —

parties to negotiations, transactions or any other dealings includes the following —

(a) the resident or prospective resident concerned;

(b) the relatives of the resident or prospective resident concerned;

(c) any other person acting on behalf of the resident or prospective resident concerned (including members of the residents' committee of the retirement village).

(2) An operator must act honestly, fairly and professionally with all parties to negotiations, transactions or any other dealings relating to a resident or prospective resident.

(3) An operator must not misinform or otherwise mislead or deceive any parties to negotiations, transactions or any other dealings relating to a resident or prospective resident.

5. Operator must respect residents' rights to privacy, quiet enjoyment and autonomy

(1) An operator must respect a resident's right to privacy in the resident's residential premises, subject to the right of the operator to inspect the premises as set out in the residence rules and the residence contract.

(2) An operator must respect a resident's right to quiet enjoyment of the resident's residential premises and any general services or amenities provided, or made available, in the retirement village.

(3) An operator must respect a resident's right to complete autonomy over the resident's property and personal and financial affairs, subject to any legislative restriction or any other restriction provided for in the residence contract.

6. Operators must not harass, threaten or intimidate residents

An operator must not harass, threaten or intimidate residents within or outside the retirement village.

7. Operator must respond to residents' enquiries

An operator must respond to all residents' enquiries in a courteous and timely manner.

8. Operators must not disclose confidential information about residents or prospective residents

(1) An operator must not, at any time, use or disclose, for another purpose, any confidential information about a resident or prospective resident that was obtained in connection with the administration of the retirement village, unless —

(a) the resident or prospective resident provides written authorisation for the use or disclosure of the information; or

(b) the operator is permitted or required by law to use or disclose the information; or

(c) the resident or prospective resident was informed of the intended use or disclosure of the information before providing the information.

Penalty for this subclause: a fine of $5 000.

(2) An operator must ensure that the operator's staff do not disclose or seek to disclose the information outside of the requirements of the administration of the retirement village.

Penalty for this subclause: a fine of $5 000.

9. Operators must prepare strategy for preventing elder abuse

(1) In this clause —

elder abuse means a single or repeated act or lack of appropriate action, occurring within any relationship where there is an expectation of trust, which causes harm or distress to an older person.

(2) An operator must —

(a) prepare and give effect to a strategy for the identification and prevention of elder abuse in the retirement village; and

(b) ensure that a copy of the strategy is displayed in a central location in the retirement village; and

(c) ensure that all of the operator's staff are familiar with the strategy.

Penalty for this subclause: a fine of $5 000.

(3) Without limiting any other matter that may be included, the strategy must include all of the following information —

(a) examples of common forms of elder abuse as well as specific examples in relation to retirement villages;

(b) information on how to identify elder abuse, including signs of elder abuse, and how to prevent elder abuse;

(c) information on ways to respond to elder abuse or concerns about suspected elder abuse, including procedures for reporting abuse and escalating matters to appropriate organisations and authorities, and response times;

(d) an explanation of the roles and responsibilities of the operator and of the operator's staff in relation to elder abuse in the retirement village;

(e) guidance for accessing the services and resources of the Department of Communities, the Office of the Public Advocate, Advocare and other local services and support agencies for older persons.

(4) An operator must review the strategy every 2 years.

Penalty for this subclause: a fine of $5 000.

10. Operators must provide information to external selling agents on request

(1) This clause applies if an operator has reason to believe that an external selling agent has been engaged by a resident of the retirement village to sell the resident's residential premises.

(2) An operator must, within 5 working days of a written request being made by the agent, provide the agent with any information and assistance that is reasonably necessary to facilitate the sale of the resident's residential premises, including the following —

(a) the documents referred to in section 13(2)(a) to (e) of the Act;

(b) information about the types of contract the operator may offer to a prospective purchaser of the residential premises;

(c) free and unrestricted access to the residential premises and to the common areas of the retirement village during its business hours (or during other hours negotiated with the operator) for the purposes of inspection of the residential premises and common areas by prospective purchasers;

(d) access to the common areas of the retirement village that is reasonably required to take photographs for the purposes of marketing the residential premises.

Penalty for this subclause: a fine of $5 000.

(3) In subclauses (1) and (2) (other than paragraph (c)), a reference to residential premises is, if a right to occupation of the premises is conferred by ownership of shares, a reference to the shares that confer the right to occupy the residential premises.

11. Operators must consult residents and consider resident feedback

(1) An operator must maintain regular and effective communication and consultation with the following —

(a) the residents of the retirement village;

(b) any consumer association that represents the residents of the retirement village;

(c) the residents' committee of the retirement village (if any);

(d) if the retirement village is also a strata titles scheme — the strata company for the scheme.

Note for this subclause:

For the purposes of paragraph (d), a strata titles scheme includes a community titles scheme, and a strata company includes a community corporation: see regulation 11.

(2) An operator must —

(a) treat all feedback from residents seriously; and

(b) review it; and

(c) if appropriate, use it to promote continuous improvement of services and amenities provided, or made available, at the retirement village.

(3) An operator must take reasonable steps to consult with residents about —

(a) proposed action that could have a significant impact on —

(i) residents' financial affairs or way of life; or

(ii) the amenity of the retirement village;

and

(b) changes to the residence rules or the operator's policies relating to marketing of residential premises for resale.

Division 2 — Avoiding conflicts of interest

12. Operators must avoid conflicts of interest

(1) An operator must not perform a function connected to the administration of the retirement village if —

(a) the operator has a private interest in respect of the function; and

(b) the private interest may, or does, come into conflict with and affect the ability of the operator to carry out the operator's role impartially and in the interests of residents.

Penalty for this subclause: a fine of $5 000.

(2) An operator must ensure that each of the operator's staff does not perform a function connected to the administration of the retirement village if —

(a) the staff member concerned has a private interest in respect of the function; and

(b) the private interest may, or does, come into conflict with and affect the ability of the staff member concerned to carry out their role impartially and in the interests of residents.

Penalty for this subclause: a fine of $5 000.

(3) Without limiting this clause, a person has a ***private interest*** in respect of a function connected to the administration of a retirement village if there is a reasonable likelihood or expectation of an appreciable financial or other benefit or loss to the person or to an associate of the person.

13. Operators must disclose conflicts of interest

As soon as is practicable after an operator becomes aware of any conflict of interest of the operator or of the operator's staff of a type referred to in clause 12, the operator must give written notice of the conflict to each resident of the retirement village.

14. Operators must keep records of conflicts of interest

(1) An operator must keep records of the following information relating to conflicts of interest of the operator and any of the operator's staff —

(a) the name, contact details and title of the person with the conflict of interest;

(b) the date the conflict of interest was disclosed to residents;

(c) the function connected with the administration of a retirement village to which the conflict of interest relates and the date on which the function was performed;

(d) the nature of the private interest giving rise to the conflict of interest;

(e) details of any measures implemented to mitigate any effects of the conflict of interest.

(2) The records must be kept for the duration of the employment or engagement of the operator or the operator's staff member concerned, and for an additional 5 years in respect of each term of employment or engagement.

Penalty for this subclause: a fine of $5 000.

15. Operators must provide residents and prospective residents with access to records of conflicts of interest

An operator must provide a resident or prospective resident of the retirement village with access to the records required to be kept under clause 14 within 5 working days after a request for access being received by the operator.

Penalty: a fine of $5 000.

Division 3 — Advertising and promotion of retirement villages

16. General

An operator must ensure that all promotional or sales material provided by, or on behalf of, the operator about the retirement village, whether in written or oral form, is —

(a) truthful, accurate and unambiguous; and

(b) consistent with the Act and the *Australian Consumer Law (WA)*.

Penalty: a fine of $5 000.

17. Retirement village developments

(1) The owner of land on which a retirement village is to be developed must obtain all necessary approvals to develop the retirement village from the relevant authorities before any sales promotion of the village is undertaken.

Penalty for this subclause: a fine of $5 000.

(2) Subclause (1) does not preclude the owner from carrying out a market survey or inviting expressions of interest in the proposed retirement village before any sales promotion.

(3) If the approval to develop a retirement village includes a requirement for certain services or amenities to be provided for the life of the village, the operator must ensure the requirement is included in any promotional or sales material provided to a prospective resident.

Penalty for this subclause: a fine of $5 000.

18. Proposed services and amenities

An operator must ensure that promotional or sales material provided by, or on behalf of, the operator about the retirement village that makes reference to its proposed services and amenities —

(a) states —

(i) the latest date by which those services and amenities will be provided or made available to the residents of the retirement village; or

(ii) the happening of an event on which the start of the provision or availability of those services and amenities depends;

and

(b) states any charges or conditions that apply to the residents' access to, or use of, those services or amenities.

Penalty: a fine of $5 000.

19. Approvals for residential care homes

An operator must obtain all necessary approvals from the relevant authorities to operate a residential care home (as defined in the *Aged Care Act 2024* (Cth) section 10(2) to (4)) before the residential care home is promoted as being —

(a) associated with the retirement village; or

(b) available to residents at the retirement village.

Penalty: a fine of $5 000.

20. Access to residential care homes

An operator must ensure that promotional or sales material provided by, or on behalf of, the operator about the retirement village that makes reference to the availability of a residential care home under the *Aged Care Act 2024* (Cth) includes the following statement —

"The operator of a retirement village cannot guarantee that —

(a) any proposed residential care home will be constructed, or that any existing residential care home will continue to be available; or

(b) you will be allocated a place in, or have an automatic right of transfer to, any Commonwealth funded residential care home (which provides accommodation for people who can no longer live independently); or

(c) you are eligible to receive Commonwealth or State funded community care services (which provide support to assist people to continue to live independently).

Your entry to a residential care home and your eligibility to receive aged care support services are subject to availability and to your ability to meet the eligibility and assessment requirements administered by the Commonwealth and State Government.

Residential care homes are not regulated by the *Retirement Villages Act 1992* (WA)."

Penalty: a fine of $5 000.

21. Advertising or marketing of retirement villages

(1) An operator appointed as the agent for the sale of a resident's residential premises must —

(a) take all reasonable steps to market the residential premises as soon as possible; and

(b) starting 1 month after the premises are placed on the market — give the resident (or, if the resident has died, the resident's personal representative) a monthly written report detailing the steps taken to market the premises.

Penalty for this subclause: a fine of $5 000.

(2) In subclause (1), a reference to residential premises is, if a right to occupation of the premises is conferred by ownership of shares, a

reference to the shares that confer the right to occupy the residential premises.

Division 4 — Training and competencies

22. Operators must prepare and implement policies and procedures for training and competencies

An operator must prepare and implement written policies and procedures, in accordance with clause 23, for the selection, training and ongoing supervision of the operator's staff.

Penalty: a fine of $5 000.

23. Policies and procedures for training and competencies must include certain information

(1) The policies and procedures must include the following information in relation to each role in which staff are employed or otherwise engaged —

- (a) the key responsibilities of the role;
- (b) the qualifications or experience required, if any;
- (c) the performance standards for the role;
- (d) guidance and information on any relevant matter that is reasonably required to allow a person to perform the functions of the person's role effectively, professionally and in the best interests of residents and prospective residents.

(2) When determining the guidance to be provided under subclause (1)(d), an operator must have regard to the following —

- (a) the amount of time the role will require engaging with residents, including the frequency and purpose of the engagement;
- (b) whether the role will involve the handling of disputes;
- (c) any responsibilities assigned to the role for the purposes of responding to emergencies or the carrying out of evacuations;
- (d) whether knowledge of first aid is required to carry out the role;

(e) whether the role will have any involvement in, or the control or responsibility over, the finances of the retirement village;

(f) the expectations of residents or prospective residents around standards of behaviour, service and conduct;

(g) the type of recruitment, assessment and hiring method for the role;

(h) whether any third-party checks or verifications are required (for example, criminal record checks);

(i) any other matters the operator considers to be relevant.

24. Operators must ensure staff are trained in complaint handling and internal dispute resolution

An operator must ensure that all relevant staff —

(a) are aware of policies and procedures about the handling of complaints and resolving internal disputes; and

(b) are aware of their responsibilities for managing complaints or resolving internal disputes under the policies and procedures; and

(c) know how to deal with unreasonable conduct by people making complaints or raising internal disputes; and

(d) receive ongoing training in the effective handling of complaints or disputes under the policies and procedures; and

(e) have clear delegations of authority and guidance about their discretion to respond to issues raised with them in the course of managing complaints or resolving internal disputes; and

(f) are alert to identifying complaints or internal disputes and are aware of where or to whom they can refer a complaint that they are aware of, or an internal dispute that they have been given notice of, if unable to directly respond themselves.

25. Operators must keep records of staff training and professional development

(1) An operator must keep a written record of the training and professional development provided to the operator's staff to ensure that they are familiar with, and able to comply with, the following —

(a) all of their functions as a staff member;

(b) all of the policies, procedures and processes required by these rules of conduct.

(2) The operator must keep the record for at least 5 years from the date the training and professional development is provided.

Penalty for this subclause: a fine of $5 000.

26. Operators must monitor staff compliance with policies and procedures

(1) An operator must oversee and manage the operator's staff, or have a structure in place to ensure the oversight and management of the operator's staff, to ensure compliance with all relevant policies, procedures or processes required by these rules of conduct.

Penalty for this subclause: a fine of $5 000.

(2) An operator must review any structure in place for monitoring staff compliance at least every 2 years.

Penalty for this subclause: a fine of $5 000.

27. Operators must ensure managers and other staff have appropriate competencies and training

(1) An operator must not appoint a manager of a retirement village unless the manager has the competencies and attributes to administer the retirement village.

(2) An operator must train and develop staff at the retirement village to enable the operator, and the staff, to comply with their legal obligations under —

(a) village contracts; and

(b) the Act and other relevant laws.

Schedule 4 — Plans for capital maintenance and capital replacement

[r. 53(1)(b)]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

3. Persons who prepared plan

The following information about any person involved in preparation of the plan —

(a) name;

(b) contact details.

4. Duration of plan

The financial years covered by the plan, including the dates on which the plan —

(a) commences; and

(b) expires.

5. Revision of plan

When (if ever) the plan was last revised.

6. Capital maintenance

The following information about the covered items listed in the plan —

(a) a description of the capital maintenance required, in each financial year covered by the plan, for each covered item;

(b) the estimated cost, in each financial year, of the required capital maintenance for each covered item;

(c) if the estimated cost, in a financial year, of the required capital maintenance for a covered item is based on a quote —

(i) the name of the person by or on behalf of whom the quote is provided; and

(ii) the date on which the quote is provided; and

(iii) the date, if any, on which the quote expires;

(d) if the estimated cost, in a financial year, of the required capital maintenance for a covered item is not based on a quote — how the estimate is calculated;

(e) the estimated total cost of the required capital maintenance for all covered items in each financial year;

(f) the estimated date of completing the required capital maintenance for each covered item;

(g) the estimated amount in the capital maintenance fund for each financial year.

7. Capital replacement

The following information about the covered items listed in the plan —

(a) a description of the capital replacement required, in each financial year covered by the plan, for each covered item;

(b) the estimated cost, in each financial year, of the required capital replacement for each covered item;

(c) if the estimated cost, in a financial year, of the required capital replacement for a covered item is based on a quote —

(i) the name of the person by or on behalf of whom the quote is provided; and

(ii) the date on which the quote is provided; and

(iii) the date, if any, on which the quote expires;

(d) if the estimated cost, in a financial year, of the required capital replacement for a covered item is not based on a quote — how the estimate is calculated;

(e) the estimated total cost of the required capital replacement for all covered items in each financial year;

(f) the estimated date of completing the required capital replacement for each covered item;

(g) the source of funds to pay for the estimated cost of the required capital replacement for all covered items.

8. Operator declaration

A declaration, signed and dated by the operator, that the information in the plan is true and correct at the date of the declaration.

Schedule 5 — Pre-contractual disclosure

[r. 13]

Division 1 — Notice of rights to be given

Retirement Villages Act 1992 s. 13 and 14 — notice of rights

Under the *Retirement Villages Act 1992* section 13 —

1. A residence contract must be in writing.

2. At least 10 working days before you enter into a residence contract the owner must give you —
   (a) a community arrangements statement; and
   (b) a prospective resident information statement; and
   (c) this notice; and
   (d) a copy of the residence rules; and
   (e) the documents set out in the *Retirement Villages Regulations 2026* Schedule 5 Division 2.

3. A residence contract is taken to include a warranty as to the correctness of the information contained in the most recent community arrangements statement and prospective resident information statement given to you.

   The warranty —
   (a) is subject to any written alteration made by the owner with your consent on or before the signing of the residence contract by the owner; and
   (b) prevails over any inconsistent contractual term.

Under the *Retirement Villages Act 1992* section 14 —

If you have not entered into occupation of residential premises under a residence contract you may rescind the residence contract —

(a) at any time within 7 working days after the date of the contract; or

(b) if the documents specified in item 2(a) to (e) above are not given — at any time before the expiration of 17 working days after the day on which the documents are given.

Rescission of a residence contract must be in accordance with the *Retirement Villages Act 1992* section 75.

Division 2 — Other documents to be given

1. Contracts

A copy of the residence contract and each other contract that the resident will be required to enter into in order to reside in the retirement village, including details of the payments to be made by the resident under each contract.

2. Financial statements and budget documents

(1) If the residence contract relates to a retirement village that is already operating —

(a) the annual financial statement for the previous financial year (including, if it has been audited, the audit report that must accompany the statement); and

(b) each quarterly financial statement since the annual financial statement for the previous financial year; and

(c) the budget documents for the current financial year.

(2) If the residence contract relates to a retirement village that is not yet operating, the budget documents for the first financial year of the retirement village.

3. Strata documents

If the retirement village is also a strata titles scheme —

(a) the scheme by-laws; and

(b) an authority to apply, under the *Strata Titles Act 1985* section 107(1), to the strata company.

Note for this clause:

A strata titles scheme includes a community titles scheme: see regulation 11.

4. Plan for capital maintenance and capital replacement

The current plan for capital maintenance and capital replacement for the retirement village.

Schedule 6 — Village contracts

[r. 14]

Division 1 — Provisions and matters that must be included in village contracts

1. Retirement village information

A village contract must include a provision that specifies the following information about the retirement village —

(a) name;

(b) address.

2. Retirement village land

A village contract must include a provision that specifies —

(a) a description of the land used for the purposes of the retirement village; and

(b) the number of the retirement village memorial.

3. Operator information

A village contract must include a provision that specifies the following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

4. Resident and party information

A village contract must include a provision that specifies the following information about the resident and each party to the contract who is not the resident or the operator —

(a) name;

(b) contact details.

5. Resident's residential premises information

A village contract must include a provision that specifies the address of the residential premises of the resident in the retirement village, including unit number (if any).

6. Tenure

A village contract must include a provision that specifies the resident's tenure in the residential premises.

7. Related contracts

A village contract must include a provision that specifies whether the contract is subject to a separate contract under which the resident acquires a right to occupy residential premises in the retirement village.

8. Rescission rights and cooling-off period

A village contract must include a provision that specifies the circumstances and manner in which, and the dates by which, a resident or prospective resident is entitled to rescind the contract under sections 14, 16 and 75 of the Act (if any).

9. Statement about seeking independent legal and financial advice

A village contract must include the following statement in a prominent place —

"Before signing this contract you are strongly advised to obtain independent legal and financial advice about your rights and obligations under the contract."

10. Ingoing charges

(1) A village contract must include a provision that specifies all ingoing charges that must be paid.

(2) Without limiting subclause (1), a village contract must include a provision that specifies the amount of any ingoing contribution that must be paid.

11. Specification of included items

A village contract must include a provision that specifies the included items provided with the residential premises.

12. Ongoing charges

A village contract must include a provision that specifies all of the following —

(a) all ongoing charges that must be paid;

(b) the basis for the determination of the amount of any ongoing charges that must be paid, including the basis of any increases to recurrent charges;

(c) when, how and to whom ongoing charges must be paid;

(d) how recurrent charges, or other ongoing charges, are applied to —

(i) the retirement village's operating budget; and

(ii) the retirement village's capital maintenance budget (including how much will be paid into the capital maintenance fund);

(e) for ongoing charges other than recurrent charges — how long, if at all, the charges must be paid after the resident permanently vacates the resident's residential premises in the retirement village.

13. Provision and availability of services and amenities

(1) A village contract must include a provision that specifies —

(a) the services and amenities the operator must provide, or make available, to residents; and

(b) when the services and amenities must be provided or made available.

(2) A village contract must include a provision that specifies whether the services and amenities are —

(a) general services and amenities; or

(b) optional services and amenities.

(3) A village contract must include a provision that specifies —

(a) the charges payable for the services and amenities the operator must provide, or make available, to residents; and

(b) when and how the operator may change the charges.

(4) A village contract must include a provision that specifies when and how a resident may stop receiving or having the benefit of, and paying for, optional services and amenities.

Note for this subclause:

Clause 29(2) prohibits a village contract from requiring a resident to give a period of notice of more than 30 days of the resident's intention to stop receiving or having the benefit of, and paying for, optional services and amenities.

(5) Without limiting subclause (4), a village contract must include a provision that specifies that a resident is not required to pay for optional services and amenities provided under a contract if —

(a) the contract is terminated; or

(b) the resident has permanently vacated, or temporarily stopped residing in, the resident's residential premises in the retirement village.

14. Financial arrangements and budget obligations

A village contract must include a provision that requires the operator to comply with Part 4 of these regulations.

15. Modifications of retirement village prohibited otherwise than in accordance with Part 3D of Act

A village contract must include a provision that prohibits the operator from carrying out a modification of the retirement village otherwise than in accordance with Part 3D of the Act.

16. Restrictions on use of premises

A village contract must include a provision that specifies the restrictions, if any, on the use or occupation of the residential premises by the resident (whether deriving from residence rules, scheme by-laws, village contracts or otherwise).

17. Insurance

A village contract must include a provision that specifies whether the resident must insure the residential premises and included items.

18. Urgent repairs

(1) In this clause —

essential service means each of the following —

(a) electricity;

(b) gas;

(c) sewerage, septic tank or other waste management treatment;

(d) water, including hot water;

operator's urgent repair process means a process established by the operator for the carrying out of urgent repairs;

urgent repair means a repair that is necessary —

(a) for the supply or restoration of an essential service; or

(b) to avoid —

(i) risk of injury to a resident; or

(ii) damage to the residential premises; or

(iii) the residential premises being or becoming unsafe or insecure; or

(iv) undue hardship to a resident.

(2) A village contract must include a provision that permits a resident to arrange for urgent repairs to be carried out on any capital items in, or attached or connected to, the resident's residential premises if all of the following apply —

(a) the resident makes all reasonable attempts to notify the operator of the need for the urgent repairs;

(b) the operator does not carry out the urgent repairs in a timely manner having regard to —

(i) the nature of the repairs; and

(ii) the operator's urgent repair process (if any);

(c) the resident arranges for the urgent repair work to be carried out in accordance with the operator's urgent repair process (if any) —

(i) by a repairer who is on a list of repairers approved by the operator and displayed at a prominent place in the retirement village; or

(ii) if no list is displayed, by a repairer qualified to undertake repairs of that nature.

(3) A village contract must include a provision that requires the operator to pay for repairs of a kind referred to in subclause (2).

(4) This clause does not apply if a village contract provides that the resident's tenure in the residential premises is as an owner of a lot in a strata titles scheme.

Note for this subclause:

Strata titles scheme includes community titles scheme: see regulation 11.

19. Condition of residential premises and included items

(1) A village contract must include a provision that specifies whether the operator or the resident must maintain or repair, or pay for the maintenance or repair of, the residential premises, or any part of the residential premises (other than included items).

(2) A village contract must include a provision that specifies the following for each included item provided with the residential premises —

(a) the age of the item;

(b) the date the item was last serviced;

(c) the item's condition;

(d) the date on which it is expected the item will need to be replaced for having reached the end of its life.

20. Minor alterations to residential premises

A village contract must include a provision that —

(a) permits the resident, with the approval of the operator, to make a minor alteration to the resident's residential premises; and

(b) requires an approval by the operator to state —

(i) whether the resident or the operator must maintain, repair or replace any fixture or other item that is part of the alteration; and

(ii) whether the resident, in connection with permanently vacating the residential premises, must carry out or pay for reinstatement of the premises to the condition they were in before the minor alteration.

21. Outgoing charges

A village contract must include a provision that specifies all outgoing charges that must be paid.

22. Reinstatement and renovation

A village contract must include a provision that specifies, in connection with the resident permanently vacating the resident's residential premises —

(a) whether the resident must pay for reinstatement or renovation of the premises; and

(b) the share of capital gain, if any, to which the resident is entitled if the premises are renovated.

23. Sharing of capital gain or capital loss

A village contract must include a provision that specifies —

(a) whether the resident is entitled to a share of any capital gain, or liable for a share of any capital loss, in relation to the residential premises; and

(b) if so, the proportion of capital gain to which the resident is entitled or capital loss for which the resident is liable.

24. Time, manner and recipient of exit entitlement payment

A village contract that requires the payment of an exit entitlement must include a provision that specifies when, how and to whom the exit entitlement must be paid.

Division 2 — Provisions and matters that must not be included in village contracts

25. Terms used

In this Division —

operator, of a retirement village, includes —

(a) a staff member of the operator; and

(b) any person concerned with the administration of the retirement village;

power of attorney includes an enduring power of attorney as defined in the *Guardianship and Administration Act 1990* section 102.

26. Operator cannot require resident to give power of attorney

(1) A village contract must not include a provision that requires a resident to give a power of attorney to another person —

(a) as a condition of the resident being admitted to occupation of the residential premises; or

(b) during the resident's occupation of the residential premises; or

(c) after the resident has permanently vacated the residential premises.

(2) Subclause (1) does not apply if the requirement to give a power of attorney is a requirement to give a power of attorney created under the *Guardianship and Administration Act 1990* by an instrument referred to in section 104(1)(b)(ii) of that Act to a person who is not —

(a) the operator of the retirement village; or

(b) a close associate of the operator; or

(c) a person nominated by the operator.

27. Operator cannot accept resident's power of attorney

(1) A village contract must not include a provision that permits the operator to accept a power of attorney given by a resident.

(2) Subclause (1) does not apply if —

(a) the power of attorney is a limited power of attorney given to the operator for the purpose of granting an exclusive right of occupation of particular residential premises to a new resident who is a tenant in common in a company ("purple") title scheme that applies to the retirement village; or

(b) the operator is an individual who is a relative of the resident.

28. Operator cannot nominate donee of resident's power of attorney

(1) A village contract must not include a provision that permits the operator to nominate a person to be the donee of a power of attorney given by the resident.

(2) Subclause (1) does not apply if —

(a) the nomination is in respect of a power of attorney that is a limited power of attorney given to the operator for the purpose of granting an exclusive right of occupation of particular residential premises to a new resident who is a tenant in common in a company ("purple") title scheme that applies to the village; or

(b) the resident is a relative of the person nominated.

29. Matters relating to variation and notice not to be included in village contract

(1) A village contract must not include a provision that permits the contract to be varied without the consent of the resident unless the variation is required for the purposes of compliance with a written law.

(2) A village contract must not include a provision that requires a resident to give a period of notice of more than 30 days of the resident's intention to stop receiving or having the benefit of, and paying for, optional services and amenities.

(3) A village contract must not include a provision that requires a resident to give a period of notice of more than 28 days of the resident's intention —

(a) to terminate the contract; or

(b) to permanently vacate the residential premises occupied by the resident.

30. Financial matters not to be included in village contract

(1) A village contract must not include a provision that requires a resident, while the resident occupies the residential premises or on the resident permanently vacating the residential premises, to —

(a) contribute to the costs of all or part of any maintenance, repair, replacement, reinstatement or renovation of the residential premises that would exceed or be inconsistent with the requirements in relation to reinstatement or renovation set out in the Act; or

(b) pay for any damages to the residential premises caused by the carrying out of an alteration arranged by the operator.

(2) A village contract must not include a provision for an outgoing charge (including an outgoing charge that is payable as a contribution to a capital maintenance fund) that is to be calculated by reference to a period of time to be calculated on any basis other than on a pro-rata daily basis in respect of the applicable period of time.

Schedule 7 — Community arrangements statements

[r. 15(1)]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Retirement village memorial number

The number of the retirement village memorial.

3. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

4. On-site manager

If the retirement village is administered by an on-site manager or another person on behalf of the operator, the following information about the manager or person —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the manager or person does not have an ACN, ABN);

(d) contact details;

(e) the availability of the manager or person, including whether they are available at the retirement village —

(i) on a full-time basis; or

(ii) on a part-time basis; or

(iii) by appointment only; or

(iv) if they are available only on specific days or at specific times — the days and times during which they are available.

5. Residential premises information

The following information about residential premises in the retirement village —

(a) the total number of residential premises in the retirement village;

(b) the kinds of tenure a person may have in residential premises in the retirement village;

(c) the number of residential premises in the retirement village —

(i) by tenure; and

(ii) by number of bedrooms.

6. Accessibility

A description of any design features of the retirement village, and its residential premises, relating to access by persons with a disability.

7. Information about services and amenities

(1) Information about (including a list of all) the services and amenities provided or made available by the operator to residents of the retirement village.

(2) Without limiting subclause (1) —

(a) whether the particular services and amenities are —

(i) general services and amenities; or

(ii) optional services and amenities;

and

(b) whether the particular services and amenities are provided or made available to persons other than residents; and

(c) whether the particular services and amenities are likely to change (including because of action by third parties) and, if so, when they are likely to change; and

(d) the charges payable for services and amenities that are not funded by recurrent charges.

8. Aged care facilities

Information about any aged care facility associated with, or adjacent to, the retirement village, including the name of the facility and its registered provider.

9. Planning and development

Information about planning and development related to the retirement village, including —

(a) details about any development in relation to the retirement village that is planned or anticipated in the next 18 months; and

(b) details about any development application made or granted in relation to the retirement village.

10. Residence rules and scheme by-laws

The following information —

(a) whether the retirement village has residence rules;

(b) whether the retirement village has scheme by-laws because the retirement village is also a strata titles scheme.

Note for paragraph (b):

Strata titles scheme includes community titles scheme: see regulation 11.

11. Residents' committee

Whether a residents' committee is established in the retirement village.

12. Restrictions on use of premises: pets and guests

The restrictions, if any, on the following (whether deriving from residence rules, scheme by-laws, village contracts or otherwise) —

(a) keeping pets in the retirement village;

(b) guests of residents in the retirement village.

13. Capital gain or capital loss

How the resident's share, if any, of capital gain or capital loss is determined, including the formula to calculate the share of capital gain or capital loss.

14. Parking information

(1) A description of the parking available at the retirement village.

(2) Without limiting subclause (1), the following information about parking at the retirement village —

(a) whether the retirement village has resident parking for all residential premises in the retirement village;

(b) whether the resident parking for some or all residential premises in the retirement village consists of —

(i) 1 parking space or 2 or more parking spaces; and

(ii) a garage or carport; and

(iii) car parking adjacent to, or separate from, the residential premises;

(c) the number of visitor parking spaces in the retirement village;

(d) the number of spaces for parking boats, caravans or trailers in the retirement village.

15. Security and emergency systems

(1) Information about the security arrangements, if any, in place for communal areas of the retirement village, including whether the communal areas have —

(a) security alarms; or

(b) locked gates; or

(c) closed circuit television; or

(d) security guards (and, if so, the times at which they are in attendance); or

(e) any other security measure.

(2) The following information about the emergency help system, if any, available to residents —

(a) whether the system is available to all residents or is optional;

(b) the periods during which the system is monitored.

16. Electricity

(1) Whether the residential premises are in an embedded network.

(2) Whether the resident will pay for the supply of electricity —

(a) to a licensed electricity retailer such as Synergy or Horizon Power; or

(b) to the operator; or

(c) to another person.

(3) Whether the resident has a choice of electricity retailer (and, if not, who the electricity retailer is).

(4) Whether the supply of electricity to residential premises in the retirement village is metered or unmetered.

(5) If the supply electricity to residential premises in the retirement village is unmetered — how the charge for the unmetered supply is determined.

17. Ingoing charges

(1) The kinds of ingoing charges that must be paid to become a resident of the retirement village.

(2) The financing options, if any, available to prospective residents for paying ingoing charges.

(3) The highest and lowest ingoing contribution paid to become a resident of the retirement village within a period specified in the community arrangements statement.

18. Ongoing charges

(1) The kinds of ongoing charges that must be paid while a resident of the retirement village.

(2) The frequency with which each kind of ongoing charge must be paid.

(3) How much is payable as recurrent charges.

(4) The basis for the determination of the amount of recurrent charges payable.

19. Outgoing charges

The kinds of outgoing charges that must be paid in connection with permanently vacating residential premises in the retirement village.

20. External selling agents

(1) Whether a resident is permitted to use an external selling agent to sell their residential premises in the retirement village.

(2) In subclause (1), a reference to residential premises is, if a right to occupation of the premises is conferred by ownership of shares, a reference to the shares that confer the right to occupy the residential premises.

21. Exit entitlements and buybacks

The following information —

(a) whether residents are entitled to an exit entitlement, or a buyback of the residential premises from the operator, on permanently vacating the residential premises in the retirement village;

(b) if residents are entitled to an exit entitlement or a buyback — how and when the exit entitlement is paid or the buyback is completed.

22. Exemptions from exit entitlement and buyback requirements

Details, including the term, of any exemption granted to the operator from —

(a) any requirement to pay an exit entitlement under Part 3A Division 2 of the Act; or

(b) any requirement to enter into a contract for, and complete, the purchase of residential premises under Part 3A Division 3 of the Act.

Schedule 8 — Prospective resident information statements

[r. 16(1)]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

3. Information about person asking for statement

The following information about the person who asks for the prospective resident information statement —

(a) name;

(b) residential address;

(c) contact details.

4. Residential premises information

(1) The address of the residential premises, including unit number (if any).

(2) The type and layout of the residential premises.

5. Tenure

The resident's proposed tenure in the residential premises.

6. List of included items

A list of the included items provided with the residential premises that specifies the date on which each item is or will be provided (or, in the case of a fitting or fixture, installed).

7. Parking information

A description of the parking, if any, provided with the residential premises, including whether the parking consists of —

(a) 1 parking space or 2 or more parking spaces; and

(b) a garage or carport; and

(c) car parking adjacent to, or separate from, the residential premises;

(d) parking for the exclusive use of the resident or parking that is shared with others.

8. Interests and encumbrances

Whether there is a statutory charge or any other interest or encumbrance that may affect the occupation of, or tenure in, the relevant residential premises by the person who asks for the prospective resident information statement.

9. Ingoing charges

(1) An estimate of the amount that must be paid for each kind of ingoing charge to become a resident.

(2) An estimate of the total amount of ingoing charges that must be paid to become a resident.

10. Ongoing charges

(1) An estimate of the amount that must be paid monthly for each kind of ongoing charge while a resident of the retirement village.

(2) An estimate of the total amount of ongoing charges that must be paid monthly while a resident of the retirement village.

(3) The following information about ongoing charges —

(a) the basis for the determination of the amount of any ongoing charges that must be paid, including the basis of any increases to recurrent charges;

(b) when, how and to whom ongoing charges must be paid;

(c) how recurrent charges, or other ongoing charges, are applied to —

(i) the retirement village's operating budget; and

(ii) the retirement village's capital maintenance budget (including how much will be paid into the capital maintenance fund);

(d) for ongoing charges other than recurrent charges — how long, if at all, the charges must be paid after the resident permanently vacates the resident's residential premises in the retirement village.

11. Outgoing charges

(1) An estimate of the amount that must be paid for each kind of outgoing charge in connection with permanently vacating residential premises in the retirement village.

(2) An estimate of the total amount of outgoing charges that must be paid in connection with permanently vacating residential premises in the retirement village.

12. Exit entitlements and buybacks

The following information —

(a) whether the resident is entitled to an exit entitlement, or a buyback of the residential premises from the operator, on permanently vacating the residential premises in the retirement village;

(b) how the exit entitlement is calculated, including —

(i) any deductions for reinstatement or renovation of the premises;

(ii) if calculation of the exit entitlement is subject to the operator retaining a proportion of the proceeds of sale of the residential premises — what proportion the operator is entitled to retain;

(c) an estimate of the exit entitlement, based on a simple increase in value of the residential premises at 2% per year, after the resident has resided in the premises for each of the following periods —

(i) 1 year;

(ii) 2 years;

(iii) 5 years;

(iv) 10 years;

(d) how and when the exit entitlement is paid or the buyback is completed.

13. Capital gain or capital loss

How the resident's share, if any, of capital gain or capital loss is determined, including the formula to calculate the share of capital gain or capital loss.

14. Operator declaration

A declaration, signed and dated by the operator, that the information in the prospective resident information statement is true and correct at the date of the declaration.

Schedule 9 — Property condition reports

[r. 17]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

3. Resident information

The following information about the resident —

(a) name;

(b) contact details.

4. Residential premises information

The address of the residential premises, including unit number (if any).

5. Report information

(1) Whether the report relates to —

(a) the resident's entry into occupation of the residential premises; or

(b) the resident permanently vacating the residential premises.

(2) The following information about any person who conducts an inspection of the residential premises in connection with preparation of the report —

(a) name;

(b) contact details.

(3) The date on which —

(a) the person conducts the inspection; and

(b) if different from that date, the date on which the report is prepared.

(4) Whether the resident is present at the inspection or preparation of the report.

(5) Whether the resident was given a reasonable opportunity to be present at the inspection, but only if —

(a) the report relates to the resident permanently vacating the residential premises; and

(b) the resident was not present.

(6) The date on which the operator provides any copy of the report to the resident.

6. Condition of residential premises and included items

The condition of the residential premises, including each room of the premises, and each included item.

7. Agreed repair, maintenance or replacement of residential premises or items

(1) Information about maintenance, repair or replacement of any part of the residential premises, or any included item, the operator agrees to carry out.

(2) The date by which the operator agrees to carry out the maintenance, repair or replacement of the premises or item.

8. Operator declaration

A declaration, signed and dated by the operator, that the information in the property condition report is true and correct at the date of the declaration.

9. Resident declaration

A declaration, signed and dated by the resident —

(a) stating that the resident agrees with the information in the property condition report; or

(b) stating the information with which the resident disagrees.

Schedule 10 — Renovation plans

[r. 36]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

3. Resident information

The following information about the resident —

(a) name;

(b) contact details.

4. Resident representative information

The following information about any person authorised by the resident to be the resident's representative in connection with the renovation —

(a) name;

(b) contact details;

(c) the authorised representative's relationship to the resident.

5. Residential premises information

The address of the residential premises, including unit number (if any).

6. Occupation information

The following information about the resident's occupation of the residential premises —

(a) the date on which the resident entered into occupation of the premises;

(b) the period for which the resident occupied the premises;

(c) the date on which the resident permanently vacated the premises.

7. Renovation information: general

The following information about the proposed renovation —

(a) the parts of the premises, and the included items, to be renovated;

(b) the reason for renovating each part of the premises or included item;

(c) the estimated cost of renovating each part of the premises or included item;

(d) if the estimated cost of renovating a part of the premises or an included item is based on a quote —

 (i) the name of the person by or on behalf of whom the quote is provided; and

 (ii) the date on which the quote is provided; and

 (iii) the date, if any, on which the quote expires;

(e) the estimated total cost of renovating all parts of the premises, and included items, to be renovated;

(f) the estimated date of completing renovation of each part of the premises or included item.

8. Renovation information: sharing of costs

(1) The following information about paying the costs of the proposed renovation —

(a) the proportion of the estimated total cost to be paid by the resident;

(b) the date by which the resident must pay their proportion of the estimated total cost;

(c) arrangements for payment of any actual cost of renovation in excess of an estimated cost, including —

(i) whether the resident, the operator or another person must pay the amount in excess; and

(ii) if more than 1 person (for example, both the operator and the resident) must pay part of the amount in excess — the proportions in which each of those persons must pay the amount.

(2) If a person other than a resident or operator will or must pay any actual cost of renovation (including any actual cost in excess of an estimated cost), the following information —

(a) the name of the person; and

(b) the relationship of the person to the resident or operator (as the case requires).

9. Operator declaration

A declaration, signed and dated by the operator, that the information in the renovation plan is true and correct at the date of the declaration.

10. Statement about resident's agreement

A statement that the resident or their authorised representative must not sign the renovation plan unless the resident agrees with it.

11. Resident declaration

If the resident agrees to the renovation plan, a declaration, signed and dated by the resident or their authorised representative, to that effect.

Schedule 11 — Exit entitlement statements

[r. 38]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

3. Resident information

The following information about the resident —

(a) name;

(b) contact details.

4. Residential premises information

The address of the residential premises, including unit number (if any).

5. Occupation information

The following information about the resident's occupation of the residential premises —

(a) the date on which the resident entered into occupation of the premises;

(b) the period for which the resident occupied the premises;

(c) the date on which the resident permanently vacated the premises.

6. Ingoing contribution

The ingoing contribution paid in consideration for, or in contemplation of, the resident becoming a resident in the retirement village.

7. Capital gain or capital loss

If the resident is entitled to a share of any capital gain, or liable for a share of any capital loss, in relation to the residential premises, the amount of the capital gain or the capital loss.

8. Deductions

All outgoing charges or other amounts deductible from the amount otherwise payable by the operator in connection with the resident permanently vacating the residential premises.

9. Amount of exit entitlement

The total amount of the exit entitlement paid (after all deductions).

10. Time, manner and recipient of exit entitlement payment

(1) When and how the exit entitlement is paid.

(2) Whether the exit entitlement is paid to the resident.

(3) If the person to whom the exit entitlement is paid is not the resident (because, for example, the resident has died), the following information about the person —

(a) name;

(b) contact details.

Schedule 12 — Modification plans

[r. 67(2)]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Retirement village memorial number

The number of the relevant retirement village memorial.

3. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

4. Operator representative information

The following information about any person authorised by the operator to be the operator's representative in connection with the modification —

(a) name;

(b) contact details.

5. Summary and purpose of modification

(1) A general summary of the modification.

(2) A detailed statement of the reason for, or purpose of, the modification.

6. Duration of modification

(1) The period during which the modification is to be carried out, including the dates on which the carrying out of the modification is to —

(a) start; and

(b) end.

(2) If the modification is to be carried out in stages, the dates on which each stage is to —

(a) start; and

(b) end.

7. Impacts of carrying out modification

(1) How carrying out the modification will have an impact on residents and their way of life.

(2) Without limiting subclause (1) —

(a) the approximate timeframes according to which any impacts are likely to occur; and

(b) a description of the parts of the retirement village likely to be impacted; and

(c) how the modification is likely to affect the value of any residential premises in the retirement village and if so, an estimate of the nature and extent of the impact on the value of the residential premises and the basis for the estimation; and

(d) how the proposed modification is likely to result in new or improved services or amenities being available to residents (if any); and

(e) how the proposed modification is likely to have an impact on any recurrent charge or any other amount a resident is required to pay under a village contract; and

(f) how the modification is likely to involve removal of any services or amenities currently available to residents, and if so, whether the removal of the services or amenities will be permanent or temporary during the modification; and

(g) how the proposed modification is likely to have an impact on the accessibility of the retirement village; and

(h) details of the likely access requirements for construction vehicles, equipment, workers and tradespersons during the modification; and

(i) any likely impact of undertaking the modification on the amenity of the retirement village, including any likely impact on —

(i) the privacy of residents; or

(ii) the safety of residents; or

(iii) quiet enjoyment of residential premises by residents.

(3) How the operator will mitigate the impacts of carrying out the modification, including —

(a) any plan or strategy for mitigating the impacts; or

(b) any measures to be taken, such as alternative arrangements, to mitigate the impacts.

8. Modifications involving redevelopment

(1) If the modification involves a change to the boundaries of the land used for the retirement village —

(a) the nature of the change; and

(b) in particular, the extent to which the change involves —

(i) the expansion or reduction of the size or area of the land used for the purposes of the retirement village; or

(ii) the subdivision or excision of land used for the purposes of the retirement village.

(2) If the modification involves the construction, demolition or change of use of a building or structure (including residential premises) —

(a) the buildings or structures (including residential premises) to be constructed or demolished, or whose use is to be changed;

(b) the nature of the construction, demolition or change of use of each building or structure;

(c) in particular, the extent to which the construction, demolition or change of use involves the expansion or reduction in the size or area of —

(i) the building or structure; or

(ii) space in the retirement village used otherwise than for the building or structure.

(3) If the modification involves the expansion or reduction of greenspace or parkland —

(a) the greenspace or parkland to be expanded or reduced; and

(b) the nature of the expansion or reduction; and

(c) in particular, the extent to which the expansion or reduction involves the expansion or reduction in the size or area of a building or structure (including residential premises).

9. Modifications of services or amenities

If the modification involves a change to the services or amenities provided, or made available, to the residents by the operator —

(a) the services or amenities to be changed; and

(b) the nature of the change to each service or amenity; and

(c) in particular, the extent to which the change involves —

(i) a reduction or an increase in, or the withdrawal of, the service or amenity; or

(ii) the replacement of the service or amenity; or

(iii) the provision of a new service or amenity.

10. Modifications involving changes to number of residential premises

If the modification involves a change to the number of residential premises in the retirement village, the following information —

(a) the number of residents occupying residential premises in the retirement village;

(b) the number of residential premises in the retirement village;

(c) the number of unoccupied residential premises in the retirement village;

(d) the proposed number of residential premises in the retirement village following the modification;

(e) the kinds of tenure a person may have in residential premises in the retirement village;

(f) the number of residential premises in the retirement village by tenure;

(g) the proposed number of residential premises in the retirement village by tenure following the modification.

11. Operator declaration

A declaration, signed and dated by the operator, that the information in the plan is true and correct at the date of the declaration.

Schedule 13 — Termination plans

[r. 21]

1. Retirement village information

The following information about the retirement village —

(a) name;

(b) address.

2. Operator information

The following information about at least 1 operator of the retirement village —

(a) name;

(b) business address (if different from the retirement village address);

(c) ACN (or, if the operator does not have an ACN, ABN);

(d) contact details.

3. Operator representative information

The following information about any person authorised by the operator to be the operator's representative in connection with the termination —

(a) name;

(b) contact details.

4. Retirement village memorial number

The number of the retirement village memorial.

5. Statutory charges over retirement village land

Details of any statutory charge to which the land used for the purposes of the retirement village is subject.

6. Strata titles scheme information

If the retirement village is also a strata titles scheme, the following —

(a) the name of the scheme as specified in the relevant scheme notice;

(b) how termination of the retirement village scheme will affect the strata titles scheme.

Note for this clause:

A strata titles scheme includes a community titles scheme: see regulation 11.

7. Residential premises information

The following information about residential premises in the retirement village —

(a) the total number of residential premises in the retirement village;

(b) the kinds of tenure a person may have in residential premises in the retirement village;

(c) the number of residential premises in the retirement village by tenure;

(d) the number of residents occupying residential premises in the retirement village by tenure.

8. Termination information

The following information about the termination of the retirement village scheme —

(a) the reason for termination of the scheme;

(b) whether the termination will be —

(i) permanent; or

(ii) temporary and, if so, how long the termination will be;

(c) the estimated date of termination of the scheme or, if the termination is to be carried out in stages, the estimated date on which each stage is to start;

(d) provisions of village contracts relating to termination of the scheme.

9. Information about termination meeting

The time and place of the meeting required by section 22(3)(b) of the Act.

10. Impact of termination

(1) Information about the impact of the termination on residents and their way of life.

(2) Without limiting subclause (1), how termination of the retirement village scheme will affect the following —

(a) residents' occupation of, and tenure in, their residential premises in the retirement village;

(b) the services and amenities provided, or made available, to residents of the retirement village;

(c) the retirement village's operating budget;

(d) the retirement village's capital maintenance budget;

(e) if a resident is required by a residence contract to pay an amount of a kind referred to in section 41D(2) of the Act — the retirement village's capital replacement budget;

(f) the maintenance and replacement of capital items in the retirement village;

(g) the value of residents' exit entitlements and buybacks.

(3) How the operator will assist residents and staff in dealing with the impact of the termination.

(4) Without limiting subclause (3), the ways (if any) in which the operator will ensure that residents will not be worse off as a result of the termination of the scheme.

11. Exit entitlements and buybacks

The cost or value of the operator's financial obligations in relation to terminating the scheme, and how and when the operator will meet those obligations, including —

(a) the payment of exit entitlements under Part 3A Division 2 of the Act; and

(b) the completion of buybacks under Part 3A Division 3 of the Act.

12. Operator declaration

A declaration, signed and dated by the operator, that the information in the termination plan is true and correct at the date of the declaration.

Schedule 14 — Abandoned goods notices

[r. 90(4)]

Form 1

Retirement Villages Act 1992

NOTICE TO FORMER RESIDENT ABOUT DISPOSAL OF GOODS

To ....
(name of former resident)

of ....
(forwarding address of former resident)

1. The residence contract in respect of the premises at ....

   ....

   was terminated on ....
   (insert date)

2. The following goods were left on the premises —

   ....
   (specify goods*)

   ....

   and were put into storage on ....
   (insert date)

3. A person who has a lawful right to the goods may, on paying the operator's reasonable costs of their removal and storage, reclaim them before they are sold.

4. If the goods have not been reclaimed within 60 days after the date shown in item 2 above, the operator —

   (a) must, as soon as practicable, sell the goods by public auction; and

   (b) is entitled to retain out of the proceeds of the sale the reasonable costs of removing, storing and selling the goods.

....
(date) (signature of operator)

....
(name of operator)

....
(address of operator)

*NOTE: An operator need not store, but may remove and destroy, goods that —

(a) are perishable foodstuffs; or

(b) have an estimated value less than the total estimated cost of removal, storage and sale of the goods.

Form 2

Retirement Villages Act 1992

NOTICE ABOUT DISPOSAL OF GOODS

1. A residence contract in respect of the premises at ....

   ....

   between ....
   as owner of the premises and ....
   as resident was terminated on ....

2. The following goods were left on the premises —

   ....

   and were put into storage on ....

3. A person who has a lawful right to the goods may, on paying the operator's reasonable costs of their removal and storage, reclaim them before they are sold.

4. If the goods have not been reclaimed within 60 days after the date shown in item 2 above, the operator —

   (a) must, as soon as practicable, sell the goods by public auction; and

   (b) is entitled to retain out of the proceeds of the sale the reasonable costs of removing, storing and selling the goods.

....
(date) (signature of operator)

....
(name of operator)

....
(address of operator)

Notes

This is a compilation of the *Retirement Villages Regulations 2026*. For provisions that have come into operation see the compilation table. For provisions that have not yet come into operation see the uncommenced provisions table.

Compilation table

Citation	Published	Commencement
Retirement Villages Regulations 2026 (other than r. 94 and Sch. 2)	SL 2026/174 19 Aug 2026	Pt. 1: 19 Aug 2026 (see r. 2(a)); Regulations other than Pt. 1, r. 94 and Sch. 2: 1 Sep 2026 (see r. 2(c))

Uncommenced provisions table

To view the text of the uncommenced provisions see *Subsidiary legislation as made* on the WA legislation website.

Citation	Published	Commencement
Retirement Villages Regulations 2026 r. 94 and Sch. 2	SL 2026/174 19 Aug 2026	Operative on commencement of the *Retirement Villages Amendment Act 2024* s. 28 (see r. 2(b))

Defined terms

[This is a list of terms defined and the provisions where they are defined. The list is not part of the law.]