



## Retirement Villages What Protections Exists?

*Peter and Margaret were discussing their future with their children when the issue of Retirement Villages came up. They liked the concept of a Retirement Village but were concerned about the legal protections available to them. Peter and Margaret came to see us and we discussed their concerns.*

### What information can we get before we have to commit?

Under the Retirement Villages Act, the Operator of a Retirement Village must give to a prospective resident the following at least 14 days before a Contract is entered into:

- a detailed written Disclosure Statement containing prescribed information about the Retirement Village, including details of all charges that may be payable by you to the Village Operator.
- a Condition Report in respect to your proposed residence,
- a copy of the Residence Contract and/or Services Contract you will be required to sign,
- a copy of the Village Rules; and
- a Department of Fair Trading Information Booklet on Retirement Villages.

The Village Operator must also make available for your inspection statements of proposed expenditure and statements of approved expenditure for the Retirement Village.

### Do we get any cooling off or similar rights?

Yes, some rights are available. The Contract can be rescinded by you for any reason in the 7 business day Cooling Off Period after the Contract is signed by you, provided you have not commenced to live in the residence. The Contract can also be rescinded within 3 months after you commence to live in the residence if you were not given a disclosure statement, or if the information in it is false or misleading. If you rescind the Contract you are entitled to a refund of the money paid by you.

### What are our rights whilst we live in the Retirement Village?

Once you become a resident in a Retirement Village:

- The Village Operator must, at least 60 days before the start of each financial year, provide the residents with a statement of proposed expenditure for the Retirement Village, and must get the residents approval of that proposed expenditure.



- The Village Operator must give residents quarterly accounts and audited annual accounts of expenditure.
- The Village Operator must keep the Retirement Village secure and maintain and replace capital items in the Retirement Village and your residence.
- The Village Rules cannot be changed without the Residents approval.
- The recurrent charges payable by you to the Village Operator, if they are not varied by a fixed formula (e.g. CPI), cannot be otherwise varied without the Resident's approval.

## What can we do if we have a dispute with the village operator?

The Consumer Trader and Tenancy Tribunal is an independent decision making body which hears and decides on disputes between residents and Village Operators. The Tribunal can make orders to resolve those disputes including orders that Contracts and rules be complied with, or services be reinstated, or compensation be paid.

***At Bateman Battersby we have acted for many residents when buying or entering into Retirement Villages Contracts. If you would like further information or to discuss any issue relating to a Retirement Village, please contact John Bateman on (02) 4731 5899 or email to [property@batemanbattersby.com.au](mailto:property@batemanbattersby.com.au).***