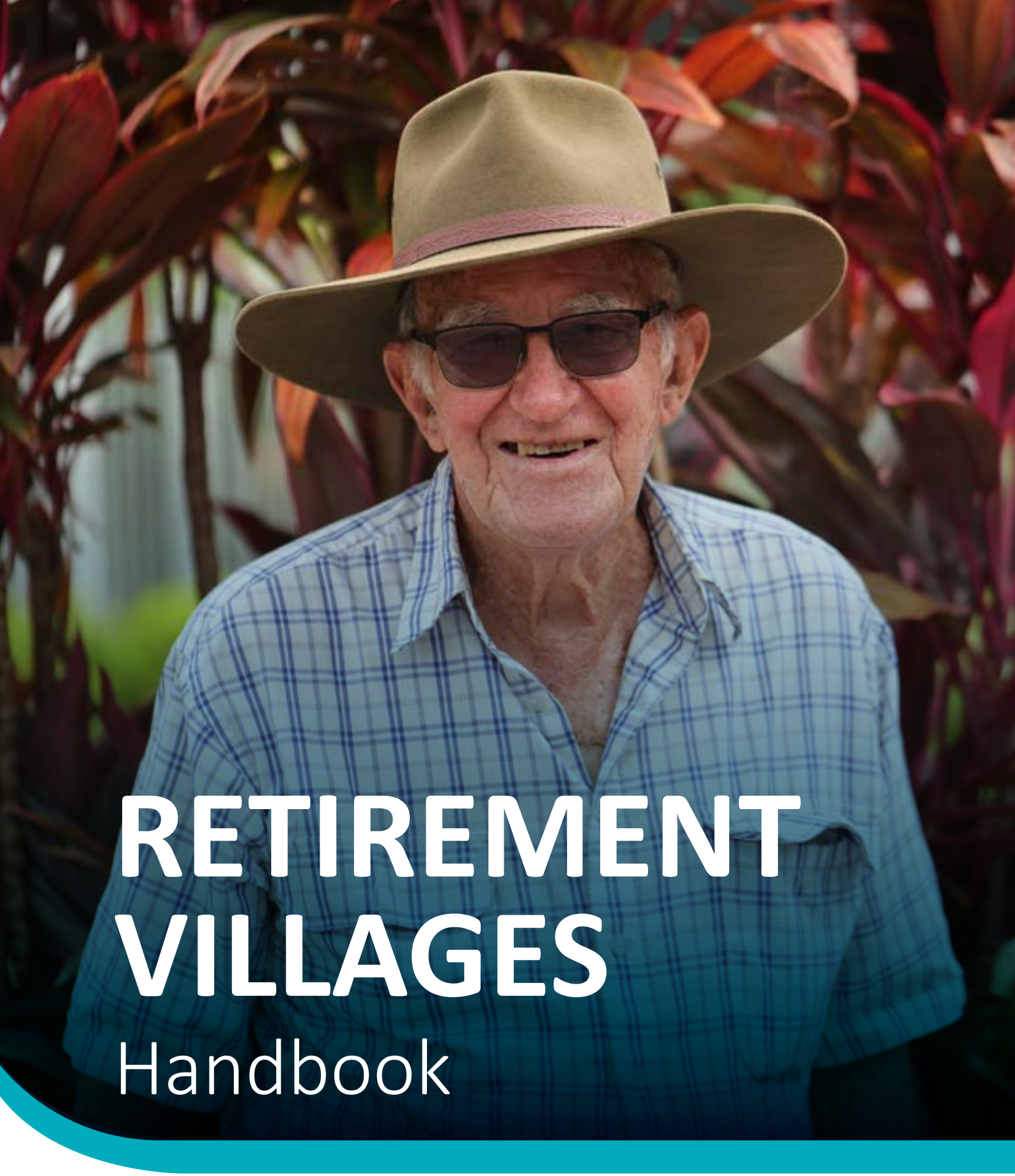


RETIREMENT VILLAGES

Handbook

NORTHERN TERRITORY
CONSUMER
AFFAIRS

INTRODUCTION



A decision to move to a retirement village is a big decision. A big financial decision and a lifestyle decision. It is a big decision for the person making the choice and often for family that might be supporting them. It is important that they are armed with all the information they need to make the right decision for themselves.

The purpose of this booklet is to help consumers who are considering moving into a retirement village or their family and friends who are supporting them consider the factors that might be relevant to their decision.

In preparing this booklet we consulted with residents from Pearl Retirement Village and Greenfields Living in both Tiwi Gardens and Durack Gardens, the only retirement villages in the Northern Territory at the time of writing. We sought information from them about what would they liked to have known at the time they were making their decisions. We wanted to know the things they found out afterwards that they wished they had known before deciding. I thank everyone for their honesty and the wealth of knowledge they brought to this project.

The booklet is intended as a prompt to make you think about what type of information you need. It is accompanied by checklists at the end of each chapter and the end of the booklet. Extra copies of the checklists are also available from NT Consumer Affairs.

I hope this booklet will help give you and your family the information you need to make the best decision about your retirement living.

Regards

Traci Keys

Commissioner of Consumer Affairs

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LEGAL STUFF

This section will look at legal aspects of entering a retirement village. The content in this section should not replace legal advice. You should obtain independent legal advice before signing any paperwork.

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Regulation of retirement villages

In the Northern Territory, the *Retirement Villages Act 1995* (NT) provides for legal requirements relating to the process of signing up to reside in a retirement village and the operation and management of the villages. It also provides for dispute resolution processes where a conflict arises. The Commissioner of Consumer Affairs administers this Act and has certain functions under the Act, including:

- To investigate and carry out research
- To investigate and attempt to resolve complaints, and to take appropriate action
- To distribute information and promote awareness of the rights and responsibilities of residents and persons involved in the retirement village industry
- To investigate and report on any matters, or make inquiries in relation to any matters, referred to the Commissioner by the Minister or by the Court in connection with the Act.

Schedule 2 of the Retirement Villages Regulations 1995 (NT) includes a Retirement Village Code of Practice. The Code applies to all retirement villages in the NT unless an exemption has been granted. The Code fills in the details left open by the Act about rights and obligations, disclosure of information prior to entry and mechanisms for dispute resolution.

What is a retirement village?

Under the Act, a **retirement village** is defined as a complex containing residential premises mainly or fully occupied by retired persons.

A **retired person** is a person who is at least 55 years old or who has retired from full-time employment. It also includes the spouse or de facto partner of such a person.

The **administering authority** is the person (which could be a company or other legal entity) who administers the retirement village, either for themselves or on behalf of someone else. We will refer to this as the "village manager" in this booklet.

Residence contract

In addition to the Act, the residence contract also governs the relationship between the resident and the village manager.

To enter a retirement village, you are required to sign a residence contract. This contract is legally binding and should be checked by a lawyer before you sign. It is a contract between you and the village manager and sets out your rights and obligations as well as theirs. It is critical you understand this information.

You have a right to have the residence contract reviewed by a court if you believe part of the residence contract is harsh or unconscionable.

The court has the power to set aside part or all the residence contract.[1]

The residence contract must also include documents showing the plans for the accommodation including dimensions, floor area and other features such as carport, garage, storage areas, and other areas allocated to the resident.

It must provide a list of the fittings and furnishings that will be provided, as well as any items the resident will be liable to maintain, that are not covered by the maintenance fees.

Cooling off period[2]

All residence contracts must provide a **10 working day** cooling off period once the contract has been signed. During this time, a prospective resident can withdraw from the contract by giving written notice. This is without loss or penalty.

If the resident moves into the village in these 10 working days the resident waives the cooling off period.



1 *Retirement Villages Act 2011 (NT)* section 29

2 Retirement Villages Code of Practice clause 21

Legal interest in property

Entering a residence contract is different from buying real estate (home). You may pay a premium and or recurrent charge, such as rent to lease or licence a property, this gives you the right to occupy it. With this comes the right to quiet enjoyment of the property.

You cannot transfer your interest in the property you occupy to another person or borrow money against it.

You can only lose the right to occupy by[3]:

- Terminating the residence contract
- A court terminating the residence contract
- Abandoning the residence
- Passing away.

You cannot bequeath the property in your will or sign over the contract into the name of a family member, a friend, or a partner who was not included in the original contract. You will need to carefully check the terms and conditions of the contract.

When transitioning from your current home to retirement living, consider asking whether you can put down a deposit to secure a unit subject to the sale of your home. If so, what is the maximum time that your deposit will be held before you either need to withdraw your offer or pay for the unit and move in. Be sure to ask if the deposit is refundable if you withdraw your offer.

3 *Retirement Villages Act 2011* (NT) section 14

Checklist – Legal stuff

- ☐ Have you read the contract?
- ☐ Have you marked any sections that you don't understand, or about which you are concerned?
- ☐ Have you discussed any marked sections with:
  - the village manager,
  - your family or support person, or
  - your lawyer?
- ☐ Is the 10 day cooling off period clearly outlined in the contract?
- ☐ Have you been provided with all the documentation required:
  - Disclosure statement
  - Dispute charter
  - Residence rules
  - A list of all costs payable
  - A copy of the Retirement Village Code of Practice
  - Plans detailing the location, floor plan, significant internal dimensions of the accommodation
  - Details as to what services and facilities the retirement village will provide.
- ☐ Do you understand the nature of the property rights you are paying for?
- ☐ Do you understand what you can and cannot do with the property interest you are paying for?

- [ ] Can village management decide to move you from one residence to another within the village?
- [ ] What are your rights if the village is sold to another organisation?
- [ ] Is the contract set out in language you can understand?
- [ ] Do you need an interpreter prior to signing or are you vision impaired and you need technological or other support to read?
- [ ] Do you have literacy issues that will make it difficult for you to read the residence contract? If yes, ensure you get legal advice and request that the terms be explained to you, particularly terms that are important to you.
- [ ] Have you discussed your decision to enter a retirement village with friends and family?
- [ ] Have you obtained independent legal advice?
- [ ] Do not sign paperwork you cannot understand.



MONEY MATTERS

Retirement Village living can offer independence, community and safety benefits. A decision to enter a retirement village, like any lifestyle choice, is an important financial decision.

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It is crucial to consider your financial situation (such as whether you are on a full pension or are a self-funded retiree) and your capacity to fund retirement village living both now and as you get older. It is important you understand the financial implications before you agree, and what the financial costs are before moving in, while living in the village and when you leave.

Information in this section is intended to help you navigate the financial complexities of this decision. However, it should not be taken as financial advice. It is strongly recommended that you seek independent financial advice before committing to a retirement village.

What you should know before you sign up

The village manager is required to fully disclose all the terms and conditions and other arrangements which will apply in relation to a resident's occupation of the village.[4] In particular, they are required to provide a prospective resident with:

A list of all costs payable by the prospective resident to enter the village.

- Recurrent charges, fees, or management fees payable by residents.
- The method used to vary any recurrent charges, fees, or management fees payable by residents.
- Exactly what services are covered by any fees.
- A clear outline of the method used to calculate levies or other services or entitlements that are on offer.
- Nature and fee structure of all personal care services. This includes any additional services that have been agreed to.

4 Retirement Villages Code of Practice Part 3 clause 12



- A list of additional or optional services and their costs.
- Where there is a range of accommodation on offer, the cost associated with moving to and living in alternative accommodation. e.g. is it possible to move from a 3-bedroom unit to a 2-bedroom unit, and what fees and charges will apply.
- A detailed budget, including future capital investment and recurring maintenance at the village, and projected budget if it is under construction.
- A clear explanation of the refund entitlement when the unit is handed back to the village, either through moving elsewhere, going into supported care or the death of the resident.

Premium – this is the amount paid to have a right to enter. The amount is determined in the residence contract.

Recurrent charge – an amount, including rent payable by the resident on a recurrent basis.

Cost Type	What It Covers	When Paid
Premium or ingoing contribution; Or Rent	Right to occupy, access to facilities Right to occupy, access to facilities	Before moving in Ongoing Fortnightly/monthly
Service/ maintenance fees	Daily operations, rates, insurance, upkeep	Monthly/ongoing
Sinking fund	Major repairs and upgrades	Ongoing (usually annually)
Deferred Management Fee (DMF)	Capital works, refurbishment, operator profit	When you leave
Exit entitlement	Refund minus DMF	After resale or buyback



Checklist – Money matters

Before moving in

- ☐ If you have not sold your home yet, but you want to secure a unit at the retirement village, is there a way for you to put down a deposit to hold the unit until your home is sold?
- ☐ If you can put down a deposit, how long can the unit be held before you have to pay the entry cost in full?
- ☐ If you can't sell your home in time, can you afford to pay the entry cost before your home sells, to meet the village timeframe?
- ☐ If you decide not to go ahead with moving into the village, is the deposit refundable, in part or in full (this could include because of delays in selling your home or for other changes of circumstances)?
- ☐ If your home sells for less than the total entry cost, do you have other funds that you can add, or would that mean you can't afford to move into the village?
- ☐ Do you have questions about changing to a different sized unit in the complex if your needs change?

Ongoing costs

- ☐ Do you understand the Premium, or ingoing cost?
- ☐ Do you understand what the ongoing cost will be when you move in?
- ☐ Do you understand how often the ongoing cost can change and the way that changes will be calculated?
- ☐ Can you afford the ongoing costs now?

- [ ] If the ongoing costs increase by more than CPI, or more than your income increases, will you be able to afford the higher prices? (remembering that you could be there for many years)
- [ ] Will you still be able to afford the ongoing costs if your health deteriorates and you have new ongoing expenses for care needs?
- [ ] Who pays for the cost of capital replacement (example resurfacing the roads, or replacing community centre roof) and other major repairs?
- [ ] Have you obtained independent financial advice about whether you can afford the entry and ongoing fees?

Exiting

- [ ] Do you understand what deductions will be made from the premium when you move out or pass away?
- [ ] Do you understand how those deductions affect the amount that you or your estate will receive?
- [ ] Are you satisfied with the explanation and the amount that is likely to be paid out?
- [ ] Have you obtained independent financial advice to ensure you understand the financial implications of investing in retirement village living?

LIFESTYLE

An important consideration in your decision is whether the retirement village lifestyle is going to be right for you.

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Retirement villages will have residence rules. It is important you read these to see if they are rules you can live with.

You should consider if you are the kind of person who can live in a communal environment. Keeping that in mind, you will have control over the degree to which you become part of that community.

Things you should consider include:

- Noise
- Pets
- Shared facilities
- Parking
- Transport
- Security
- Garden
- Guests
- Location
- Accessibility

Do not just read the papers. Make sure you visit the retirement village and look around, check if it feels like a place you could live and that it will support you in all you need to do.

Find out what community activities are available at the village. If you would like to set up a new activity, find out what is involved in doing this and if it would be possible.



Checklist – Lifestyle

Ask yourself:

Noise:

- [ ] What are the rules around noise and will they work for you?
- [ ] Do you play an instrument, have a noisy dog, need the TV up loud to hear? What will be accommodated?
- [ ] What noise rules apply to shared facilities and how will this impact you?

Pets:

- [ ] Do you have a pet, or would you like a pet?
- [ ] Are you allowed to have one?
- [ ] Are there restrictions on the type and number of pets?
- [ ] Are there specific rules, e.g. cats must be kept indoors, or dogs must be kept on a leash within the village?
- [ ] If your current pet passes away can you get a new pet, or do you need to apply for approval?
- [ ] What responsibilities come with pet ownership?
- [ ] If you have a problem with someone else's pet, what is the process for making and resolving a complaint?
- [ ] Is it possible that rules about pet ownership may change over time? If so, will this impact you?

Shared facilities:

- [ ] What shared facilities exist onsite,
    - Do these meet your needs?
    - Are they available the hours you would use them. For example, swimming pool, meeting rooms, libraries?

Parking:

- [ ] Does your proposed unit have enough garage or car port space for your own car/s?
- [ ] If not, how close can you park your extra vehicle to your home?
- [ ] Do you need room for a boat, caravan or mobile home?
    - Can these be kept at your unit or is there a separate place for these onsite?
    - How secure is the area they are kept in?
- [ ] Is there visitor parking available?
    - How close is it to your home and can your visitors manage that distance?

Transport:

- [ ] Do you have transport needs?
    - Does the village offer transport?
      If yes, how frequently?
    - Is there public transport nearby?

Security:

- [ ] What security is available onsite? e.g. Secured village perimeter fencing, individual fencing of residences, security cameras, onsite security officers
    - Have there been any security issues?

Gardens:

- [ ] Can you have your own garden?
    - Are there any rules about what you can or cannot do?
    - What happens if the gardening gets too much for you?

Guests:

- [ ] Can you have guests stay at your place?
    - If yes for how long?
    - What is the process to get approval?
    - Are there different rules if the guests are family or friends?
    - Are there restrictions on the guests bringing vehicles into the village (e.g. limited visitor parking or not permitted to bring a motor home or caravan in)?
    - Can your guests stay if you are away (e.g. house or pet sitter)?

Community culture:

- [ ] Do residents usually meet at the leisure centre or is there an expectation that you drop in to each other's homes?
- [ ] Can you set boundaries around how much you socialise or attend events?
- [ ] Is there a social committee, and if so, what kind of things do they organise?

Village location:

- [ ] If you are moving to a new suburb or area, consider how this might impact on contact with:
    - Your regular health providers
    - Seeing family and friends
    - Engaging in your regular activities
    - Your favourite coffee shop or cinema
    - Where you like to go for a walk



Accessibility:

- [ ] Consider current and future access needs:
    - Is the mail delivered to my unit, or do I need to collect it from a central area?
    - Are there separate rubbish bins per unit? If not, how far is it to the communal bin, and will I be able to manage that in future?
    - Are the paths level, safe and wide enough if I need a walker or wheelchair or mobility scooter?
    - Are there ramps from the kerb to your home?
    - Is the village or unit suitable for any disabilities you currently live with?
    - Can adaptations be made if you need them in future (e.g. grab rails installed or other modifications)? Who pays for modifications?
    - If you have an aged care package that will supply the modifications, what approvals do you need to get before they can be installed?
    - Are regular welfare checks carried out?
    - Does the village provide for nursing care?

VILLAGE DECISION MAKING

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As a retirement village is a communal environment, decisions will need to be made in the interest of the village. As a potential resident it is important you understand how decisions are made within the village. What decisions are made by management, or by village residents, and which decisions require consultation with the residents? Even if you choose not to participate in decisions, it is important you understand who will make them and how you can participate if you choose.

Village management are required to create appropriate structures to enable resident input, where this is wanted by the residents. Examples of issues residents may want input into include:

- Retirement village living.
- Any changes to the village, structurally or changes to facilities and amenities.
- Changes to recurrent charges/maintenance fees.
- Agreement about forming a Disputes Committee.
- Contributing to residence rules.
- Social life at the village.

You need to find out from village management the extent to which you can have input and influence over these decisions, and if you want to participate what this might look like. Decision making may look different for different types of villages, for example a privately owned village compared to a community owned village.

Check if the retirement village you're looking at prepares any reports on their service. This is a good way to see how they operate.

Esther decided to live in a retirement village, she really enjoyed the quietness of the area. A critical consideration for her was that the village did not allow pets. This rule recently changed and she now lives next door to a noisy dog that barks all the time. Village management provided an avenue for residents to comment on the introduction of pets. Esther did not ask questions about decision making when she was considering her retirement options so she was unaware that this rule could change. If she had asked prior to entry, she may have elected not to move in.

Checklist - Retirement village decision making

Ask yourself:

- [ ] What decisions can residents have input into?
- [ ] How do residents views inform the ultimate decision? Is it just a consultation process, or do residents have a right to vote?
- [ ] How are decisions communicated to residents?
- [ ] Are there regular meetings residents can attend that relate to village decision making?
- [ ] Are there issues that are important to you that might later get changed because of resident input? e.g. allowance for pets, guests, or changes to noise rules.



DISPUTE RESOLUTION

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When exploring retirement village living you should consider what the processes and options are if a dispute arises between you and village management or with other residents. What is involved in getting your concerns addressed?

For disputes between residents and village management a copy of the village's Disputes Charter must be provided to prospective or new residents. If an issue arises, residents should first seek to address the issues at an informal level with village management.

If concerns are not addressed through discussion with village management, the Retirement Villages Code of Practice[5] requires the management of a retirement village to convene a disputes committee to hear and mediate disputes in the village. This committee is to be made up of:

- A person appointed by the residents
- A person representing the management
- A person agreed to by both the resident and management representatives.

5 Retirement Villages Code of Practice Part 6 clause 39

It is for residents to decide how they will appoint their representative. Whatever method is decided, the person can only serve for as long as they are acceptable to a majority of residents in the village.

If there is a dispute regarding appointment of a member this can be referred to the Commissioner of Consumer Affairs, who, after considering all views may make the appointments for the positions disputed.

If a matter is not resolved by the committee, the resident or village management has the option to seek further investigation or resolution by the Commissioner of Consumer Affairs and/or take their dispute to the court[6].

The Commissioner may also develop model provisions for the establishment of disputes committees and the processes to be followed in the resolution of disputes.

The court would be the Local court, unless the amount being sought exceeds the jurisdictional limit ($250,000) then it would be the Supreme court. The court can only hear a dispute if:

- The dispute materially affects a party to the dispute; or
- It is in the public interest to do so.

6 *Retirement Villages Act 2011 (NT)* section 13

The court can make a range of different orders including terminating the residence contract or the right of a consumer to occupy a premises in the retirement village.

The dispute may be with another resident, not village management. Enquiries should be made about what policies exist to address this type of dispute.

Checklist – Dispute resolution

Issues to check:

- ☐ Ask for a copy of the retirement villages Disputes Charter. The village manager is required to provide a copy to you.
- ☐ Is there a Disputes Committee, who is currently on it? The village manager is required to have one.
- ☐ Check the Disputes Committee aligns with the requirements set out in this booklet.
- ☐ Does the Disputes Committee receive many disputes?
- ☐ Are these disputes resolved?
- ☐ Has the retirement village had any disputes go to court?
- ☐ Are there any current issues of dispute between or with residents that might impact on living quality?

LIFE PLANNING

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A challenge in considering retirement village living is that you must consider what your future needs might be. When considering appropriate accommodation, such as how many bedrooms, you need to consider what you might need in 10 - 20 years if your life circumstances change.

A potential risk if you enter with a partner is they may pass and you are left with the expense of a larger property, but with one income. The opposite could also happen, you may enter single and meet someone, and you each have separate properties.

You may go in healthy and develop health issues that require physical and other accommodations. You should ask about what the retirement village does in this situation.

While nobody has a crystal ball, you do need to consider what your changing needs might be over time and how you can build them into your overall planning.

Checklist – Life planning

Issues to check:

- ☐ What might be your future needs? Consider:
  - Change in health
  - Change in relationship status
  - Family relocating
- ☐ Consider how you can best accommodate these issues as you make your decision.
- ☐ Does the village offer transitional arrangements for aged care facilities? e.g. co-located or partnered with residential aged care homes

EXITING A RETIREMENT VILLAGE

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While you may enter a retirement village with the expectation that you will stay there for the remainder of your life, your circumstances might change. Reasons you may choose to leave are:

- Your family move interstate and you want to be close to them.
- Your partner passes away and you want to change your accommodation.
- You become unwell and need to transition to an aged care facility.
- You do not like it.
- You pass away.

When entering a retirement village, though it seems like a faraway decision you need to consider what will be required if you need to move or if you pass away as this will impact on you or your estate financially.

Your rights and obligations when exiting a retirement village are set out in your residence contract. It also sets out when you can terminate the residence contract[7]. You may have exiting entitlements; the calculation will be set out in the residence contract. Many factors may impact these entitlements including how long it takes to find a suitable person to take your place and the state of the property you have been occupying.

7 Retirement Villages Code of Practice clause 35

The resident must be paid any money owing under the residence contract[8]:

- Within 6 months of receiving written notice of intention to terminate; or
- Within 14 days of the premises being occupied by a resident who has paid all the costs under the residence contract to become a resident.
- Whichever occurs earlier.

Village management may also terminate the residence contract of a resident.[9] If this occurs the authority must pay the resident anything they are owed under the residence contract within 1 month of the termination or within 14 days if the next resident has taken occupation, whichever occurs earlier.

Village management may terminate a residence contract by giving a resident 14 days written notice that it will apply to a court for an order terminating the contract.[10] Only a court can confirm termination of a contract.

Reasons the village manager could seek to terminate a resident include:

- The resident's physical or mental health means the village is not a suitable place for the resident to live.
- The resident has breached the residence contract or resident rules and failed to rectify the breach.
- Village management would suffer undue hardship if the residence contract were not terminated.

8 Retirement Villages Code of Practice clause 36

9 Retirement Villages Code of Practice clause 34

10 Retirement Villages Code of Practice clause 33

- The resident has intentionally or recklessly caused or permitted, or is likely to cause or permit serious damage to the residential premises or injury to management or an employee of the management or another resident.

A court may make a finding that a residence has been abandoned by a resident.[11] In this situation the resident is liable to village management to pay any compensation arising from the abandonment.

If, once a contract is terminated goods are left on the premises by a former resident, village management may[12]:

- Apply to the court for an order.
- Dispose of the goods in accordance with regulations.



11 *Retirement Villages Act 2011 (NT)* section 26

12 *Retirement Villages Act 2011 (NT)* section 27

Checklist – Exiting a retirement village

Issues to check:

- ☐ Have you updated your will?
- ☐ Have you arranged a guardian and power of attorney for your affairs?
- ☐ If the village manager is seeking an order that you be moved, do you have an advocate or guardian who can represent your needs?
- ☐ Have you obtained legal advice?
- ☐ Do you know where you will live next?
- ☐ Do you understand the process for exiting?

Exit fees:

- ☐ Do you understand what deductions will be made from the premium when you move out or pass away?
- ☐ Do you understand how those deductions affect the amount that you or your estate will receive?
- ☐ Are you satisfied with the explanation and the amount that is likely to be paid out?
- ☐ Have you sought independent financial advice before exiting?



FURTHER ASSISTANCE

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SENIORS SUPPORT

Council of the Aging NT (COTA)

Darwin Head Office & Rooms
Spillett House, 65 Smith Street,
Darwin NT 0800

(08) 8941 1004

Alice Springs
50+ Community Centre,
11 Wills Terrace,
Alice Springs NT 0870

www.cotant.org.au

My Aged Care

Contact Number: 1800 200 422
www.myagedcare.gov.au/Services Australia

Darwin Head office
24 Knuckey St,
Darwin City NT 0800

132 300

Alice Springs office
5 Railway Terrace,
Alice Springs NT 0870

www.servicesaustralia.gov.au

REGULATOR

NT Consumer Affairs

Darwin Office
1st Floor, The Met Building,
13 Scaturchio St, Casuarina

1800 019 319
www.consumeraffairs.nt.gov.au
Email: consumer@nt.gov.au

LEGAL SERVICES

Darwin Community Legal Service

Darwin Community Legal Service – Seniors and Disability Rights Service

Darwin Office

DCLS Office Level 2,
11/25 Parap Road, Parap

1800 812 953
www.dcls.org.au

NT Law Society

Darwin Office

3/6 Lindsay St, Darwin
Email: info@lawsocietynt.asn.au

(08) 8981 5104
www.lawsocietynt.asn.au

NT Public Guardian and Trustee

Darwin Office

Level 1, Building 3,
Darwin Corporate Park,
631 Stuart Highway, Berrimah

1800 810 979
www.pgt.nt.gov.au
Email: pgt@nt.gov.au

FINANCIAL SERVICES

Anglicare NT – financial counselling

Darwin office

11 Palmerston Cct,
Palmerston

(08) 8931 5900
www.anglicare-nt.org.au

Credit and Debit Legal Service

1800 812 953

Email: info@dcls.org.au

Financial Advice Association of Australia

1300 337 301

www.faaa.au



CHECKLISTS

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Legal Stuff

- [ ] Have you read the contract?
- [ ] Have you marked any sections that you don't understand, or about which you are concerned?
- [ ] Have you discussed any marked sections with:
  - the village manager,
  - your family or support person, or
  - your lawyer?
- [ ] Is the 10 day cooling off period clearly outlined in the contract?
- [ ] Have you been provided with all the documentation required:
  - Disclosure statement
  - Dispute charter
  - Residence rules
  - A list of all costs payable
  - A copy of the Retirement Village Code of Practice
  - Plans detailing the location, floor plan, significant internal dimensions of the accommodation
  - Details as to what services and facilities the retirement village will provide.
- [ ] Do you understand the nature of the property rights you are paying for?
- [ ] Do you understand what you can and cannot do with the property interest you are paying for?
- [ ] Can village management decide to move you from one residence to another within the village?

- [ ] What are your rights if the village is sold to another organisation?
- [ ] Is the contract set out in language you can understand?
- [ ] Do you need an interpreter prior to signing or are you vision impaired and you need technological or other support to read?
- [ ] Do you have literacy issues that will make it difficult for you to read the residence contract? If yes, ensure you get legal advice and request that the terms be explained to you, particularly terms that are important to you.
- [ ] Have you discussed your decision to enter a retirement village with friends and family?
- [ ] Have you obtained independent legal advice?
- [ ] Do not sign paperwork you cannot understand.

Money Matters

Before moving in

- [ ] If you have not sold your home yet, but you want to secure a unit at the retirement village, is there a way for you to put down a deposit to hold the unit until your home is sold?
- [ ] If you can put down a deposit, how long can the unit be held before you have to pay the entry cost in full?
- [ ] If you can't sell your home in time, can you afford to pay the entry cost before your home sells, to meet the village timeframe?
- [ ] If you decide not to go ahead with moving into the village, is the deposit refundable, in part or in full (this could include because of delays in selling your home or for other changes of circumstances)?
- [ ] If your home sells for less than the total entry cost, do you have other funds that you can add, or would that mean you can't afford to move into the village?
- [ ] Do you have questions about changing to a different sized unit in the complex if your needs change?

Ongoing costs

- [ ] Do you understand the Premium, or ingoing cost?
- [ ] Do you understand what the ongoing cost will be when you move in?
- [ ] Do you understand how often the ongoing cost can change and the way that changes will be calculated?

- [ ] Can you afford the ongoing costs now?
- [ ] If the ongoing costs increase by more than CPI, or more than your income increases, will you be able to afford the higher prices? (remembering that you could be there for many years)
- [ ] Will you still be able to afford the ongoing costs if your health deteriorates and you have new ongoing expenses for care needs?
- [ ] Who pays for the cost of capital replacement (example resurfacing the roads, or replacing community centre roof) and other major repairs?
- [ ] Have you obtained independent financial advice about whether you can afford the entry and ongoing fees?

Exiting

- [ ] Do you understand what deductions will be made from the premium when you move out or pass away?
- [ ] Do you understand how those deductions affect the amount that you or your estate will receive?
- [ ] Are you satisfied with the explanation and the amount that is likely to be paid out?
- [ ] Have you obtained independent financial advice to ensure you understand the financial implications of investing in retirement village living?

Lifestyle

Ask yourself:

Noise:

- [ ] What are the rules around noise and will they work for you?
- [ ] Do you play an instrument, have a noisy dog, need the TV up loud to hear? What will be accommodated?
- [ ] What noise rules apply to shared facilities and how will this impact you?

Pets:

- [ ] Do you have a pet, or would you like a pet?
- [ ] Are you allowed to have one?
- [ ] Are there restrictions on the type and number of pets?
- [ ] Are there specific rules, e.g. cats must be kept indoors, or dogs must be kept on a leash within the village?
- [ ] If your current pet passes away can you get a new pet, or do you need to apply for approval?
- [ ] What responsibilities come with pet ownership?
- [ ] If you have a problem with someone else's pet, what is the process for making and resolving a complaint?
- [ ] Is it possible that rules about pet ownership may change over time? If so, will this impact you?

Shared facilities:

- [ ] What shared facilities exist onsite,
    - Do these meet your needs?
    - Are they available the hours you would use them. For example, swimming pool, meeting rooms, libraries?

Parking:

- [ ] Does your proposed unit have enough garage or car port space for your own car/s?
- [ ] If not, how close can you park your extra vehicle to your home?
- [ ] Do you need room for a boat, caravan or mobile home?
    - Can these be kept at your unit or is there a separate place for these onsite?
    - How secure is the area they are kept in?
- [ ] Is there visitor parking available?
    - How close is it to your home and can your visitors manage that distance?

Transport:

- [ ] Do you have transport needs?
    - Does the village offer transport?
      If yes, how frequently?
    - Is there public transport nearby?

Security:

- [ ] What security is available onsite? e.g. Secured village perimeter fencing, individual fencing of residences, security cameras, onsite security officers
    - Have there been any security issues?

Gardens:

- [ ] Can you have your own garden?
    - Are there any rules about what you can or cannot do?
    - What happens if the gardening gets too much for you?

Guests:

- [ ] Can you have guests stay at your place?
    - If yes for how long?
    - What is the process to get approval?
    - Are there different rules if the guests are family or friends?
    - Are there restrictions on the guests bringing vehicles into the village (e.g. limited visitor parking or not permitted to bring a motor home or caravan in)?
    - Can your guests stay if you are away (e.g house or pet sitter)?

Community culture:

- [ ] Do residents usually meet at the leisure centre or is there an expectation that you drop in to each other's homes?
- [ ] Can you set boundaries around how much you socialise or attend events?
- [ ] Is there a social committee, and if so, what kind of things do they organise?

Village location:

- [ ] If you are moving to a new suburb or area, consider how this might impact on contact with:
    - Your regular health providers
    - Seeing family and friends
    - Engaging in your regular activities
    - Your favourite coffee shop or cinema
    - Where you like to go for a walk

Accessibility:

- [ ] Consider current and future access needs:
    - Is the mail delivered to my unit, or do I need to collect it from a central area?
    - Are there separate rubbish bins per unit? If not, how far is it to the communal bin, and will I be able to manage that in future?
    - Are the paths level, safe and wide enough if I need a walker or wheelchair or mobility scooter?
    - Are there ramps from the kerb to your home?
    - Is the village or unit suitable for any disabilities you currently live with?
    - Can adaptations be made if you need them in future (e.g. grab rails installed or other modifications)? Who pays for modifications?
    - If you have an aged care package that will supply the modifications, what approvals do you need to get before they can be installed?
    - Are regular welfare checks carried out?
    - Does the village provide for nursing care?

Retirement village decision making

Ask yourself:

- [ ] What decisions can residents have input into?
- [ ] How do residents views inform the ultimate decision? Is it just a consultation process, or do residents have a right to vote?
- [ ] How are decisions communicated to residents?
- [ ] Are there regular meetings residents can attend that relate to village decision making?
- [ ] Are there issues that are important to you that might later get changed because of resident input? e.g. allowance for pets, guests, or changes to noise rules?

Dispute resolution

Issues to check:

- [ ] Ask for a copy of the retirement villages Disputes Charter. The village manager is required to provide a copy to you.
- [ ] Is there a Disputes Committee, who is currently on it? The village manager is required to have one.
- [ ] Check the Disputes Committee aligns with the requirements set out in this booklet.
- [ ] Does the Disputes Committee receive many disputes?
- [ ] Are these disputes resolved?
- [ ] Has the retirement village had any disputes go to court?
- [ ] Are there any current issues of dispute between or with residents that might impact on living quality?

Life planning

Issues to check:

- [ ] What might be your future needs? Consider:
  - Change in health
  - Change in relationship status
  - Family relocating
- [ ] Consider how you can best accommodate these issues as you make your decision.
- [ ] Does the village offer transitional arrangements for aged care facilities? e.g. co-located or partnered with residential aged care homes

Exiting a Retirement Village

Issues to check:

- [ ] Have you updated your will?
- [ ] Have you arranged a guardian and power of attorney for your affairs?
- [ ] If the village manager is seeking an order that you be moved, do you have an advocate or guardian who can represent your needs?
- [ ] Have you obtained legal advice?
- [ ] Do you know where you will live next?
- [ ] Do you understand the process for exiting?

Exit fees:

- [ ] Do you understand what deductions will be made from the premium when you move out or pass away?
- [ ] Do you understand how those deductions affect the amount that you or your estate will receive?
- [ ] Are you satisfied with the explanation and the amount that is likely to be paid out?
- [ ] Have you sought independent financial advice before exiting?



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