## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

# Name of village: Greenleaves Village

## Important information for the prospective resident

• The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.

Form 3

- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
  - You can access a copy of this Village Comparison Document on the village website at <a href="https://levande.com.au/community/greenleaves/for-sale/">https://levande.com.au/community/greenleaves/for-sale/</a>
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

## Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract there are different types of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Parks Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages. See www.caxton.org.au or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See <u>www.qls.com.au</u> or phone: 1300 367 757.



ABN: 86 504 771 740

<ul> <li>Prospective Costs D documents.</li> <li>By law, you must ha Document, the villag contract for at least 2 This is to give you the about your legal and get legal advice from</li> <li>The information in this applies to prospective Some of the information</li> </ul>	on in this document may not apply to existing residence contracts.			
Part 1 - Operator and r 1.1 Retirement	Retirement Village Name Greenleaves Village			
village location	Street address: 91 Tryon Street			
	Suburb Upper Mount State: Qld Postcode: 4122 : Gravatt			
1.2 Owner of the land on which the retirement village scheme is located	Name of land owner: Accommodation units (lots) 1 to 103: Owned by residents Common property: Owned by the owners of the accommodation units and the scheme operator as tenants in common in shares proportionate to the interest schedule lot entitlements of their respective lots in the community titles scheme Community centre, an accommodation unit (unit 104), a pool and a bowling green located on Lot 1 on RP201048: Greenleaves Village Pty Limited Australian Company Number: 006 246 546 Address: Level 18, 9 Castlereagh Street, Sydney, NSW 2000			
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):			
	Greenleaves Management Services Pty Limited			
	Australian Company Number: ACN 006 423 356 Address: Level 18, 9 Castlereagh Street, Sydney, NSW 2000			
	Date entity became operator: 01/07/2000			
1.4 Village management and	Name of village management entity and contact details: Greenleaves Management Services Pty Limited			
onsite availability	Australian Company Number: 006 423 356			
	Phone: 07 3349 4059 Email: greenleaves@levande.com.au			
	An onsite manager (or representative) is available to residents:			
	⊠ Full time			
	□ Part time			

	By appoint	ment only				
	□ None available					
	□ Other					
	Onsite availabilit	y includes:				
	Weekdays: Mo	Weekdays: Monday to Friday 8am to 4pm				
	Weekends: NV	Weekends: N\A				
1.5 Approved closure plan or transition plan for the	Is there an appro □ Yes ⊠ No	oved plan for the v	illage?			
retirement village	Public Works is	on plan approved required when an irement village sch	existing operator	-		
	Is there an appro □ Yes ⊠ No	oved closure plan	for the village?			
	special resolutio Housing and Pu retirement village	e plan approved by n at a residents m blic Works is requi e scheme. This inc ge even temporari	eeting) or by the red if an operato cludes winding do	Department of r is closing a		
Part 2 - Age limits						
2.1 What age limits apply to residents in this village?	Single occupants must be at least 55 or over. For multiple occupants, both must be at least 55.					
ACCOMMODATION, FA	ACILITIES AND S	ERVICES				
Part 3 - Accommodatio	on units: Nature o	of ownership or to	enure			
3.1 Resident	Freehold (owner resident)					
ownership or tenure of the units in the	· · ·	-owner resident)				
village is:	□ Licence (no	on-owner resident)				
		mpany title entity	·	ent)		
		trust (non-owner r	esident)			
	□ Rental (nor	n-owner resident)				
		cheme operator:	Unit 104 is a lea	sehold unit in the		
		units are freehold				
Accommodation types						
3.2 Number of units by accommodation type and tenure	There are 104 units in multi-sto	•	comprising 104 s	ingle storey units; 0		
Accommodation Unit	Freehold	Leasehold	Licence	Other		

Independent living units					
- Studio	26		-	-	-
- One bedroom	10		-	-	-
- Two bedrooms	67		-	-	-
- Three bedrooms	-		-	-	-
Serviced units					
- Studio	-		-	-	-
- One bedroom	-		-	-	-
- Two bedrooms	-		-	-	-
- Three bedrooms	-		1	-	-
Other	-		-	-	-
Total number of units	103		1	-	-
Access and design					
3.3 What disability access and design features do the units	$\boxtimes$				all areas of the unit $\Box$ all $\boxtimes$ some units
and the village contain?	$\boxtimes$	Alternatively units	y, a ramp, elevato	or or lift allows ent	try into □ all ⊠ some
	$\boxtimes$	Step free (h	obless) shower i	n □ all ⊠ some u	nits
		Width of do units	orways allow for	wheelchair acces	s in $\Box$ all $\Box$ some
		$\Box$ Toilet is accessible in a wheelchair in $\boxtimes$ all $\boxtimes$ some units			
		Other key features in the units or village that cater for people with disability or assist residents to age in place			
		□ None			
Part 4 - Parking for res	ident	s and visito	ors		
4.1 What car parking in the village is	$\boxtimes$	Some 2 be adjacent to		own garage or ca	rport attached or
available for residents?	$\boxtimes$	•		arage or carport	separate from the
		Some/all ur	nits with own car	park space adjace	ent to the unit
	□ General car parking for residents in the village				
		•	ng e.g. caravan o		
			s with no car park	U U	
	⊔ Res¹	•	king for residents esident's car park	•	
4.2 Is parking in the	$\boxtimes$	Yes 🗆 I	No		
village available for visitors?			rk in designated v	visitor parking	

If yes, parking restrictions include:				
Part 5 - Planning and d	evelopment			
5.1 Is construction or development of the village complete?	<ul> <li>Year village construction started 1982</li> <li>Fully developed / completed</li> <li>Partially developed / completed</li> <li>Construction yet to commence</li> </ul>			
5.2 Construction, development applications and development approvals Provide details and timeframe of development or proposed	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with Planning Act 2016 N/A.			
development, including the final number and types of units and any new facilities.				
5.3 Redevelopment plan under the Retirement Villages Act 1999	<ul> <li>Is there an approved redevelopment plan for the village under the Retirement Villages Act?</li> <li>□ Yes ⊠ No</li> <li>The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.</li> <li>Note: see notice at the end of document regarding inspection of the development approval documents.</li> </ul>			
Part 6 - Facilities onsite 6.1 The following facilities are currently available to residents:	<ul> <li>Activities or games room</li> <li>Arts and crafts room</li> <li>Auditorium</li> <li>BBQ area outdoors</li> <li>Billiards room</li> <li>Bowling green</li> <li>indoor indoor</li> <li>Separate lounge in community centre</li> <li>Spa</li> <li>indoor indoor</li> <li>indoor indoor</li> </ul>			

				<ul> <li>□ heated ⊠ not heated</li> <li>Storage area for boats/caravans</li> <li>Tennis court □ full □ half</li> <li>Village bus or transport</li> <li>Workshop</li> <li>Other</li> </ul> Services Charge paid by residents es (e.g. with an aged care facility).	
6.2 Does the village ☐ Yes ⊠ No have an onsite, attached, adjacent or co-located residential aged care facility?					
<b>Note</b> : Aged care facilities are not covered by the <i>Retirement Villages Act 1999</i> (Qld). The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the Aged Care Act 1997 (Cwth).					
	Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.				

Part 7 - Services			
7.1 What services are	'General Services' provided to all residents are:		
provided to all village residents (funded	<ul> <li>Operating the retirement village for the benefit and enjoyment of residents.</li> </ul>		
from the General Services Charge	<ul> <li>Managing the common areas and facilities.</li> </ul>		
fund paid by residents)?	<ul> <li>Maintaining the security system, emergency help system and/or safety equipment (if any).</li> </ul>		
,	<ul> <li>Maintaining fire-fighting and protection equipment.</li> </ul>		
	<ul> <li>Cleaning, maintaining and repairing the community areas and facilities.</li> </ul>		
	<ul> <li>Monitoring and eradicating pests in the community centre.</li> </ul>		
	<ul> <li>Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> </ul>		
	<ul> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> </ul>		
	<ul> <li>Paying operating costs in connection with the ownership and operation of the village.</li> </ul>		
	<ul> <li>Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> (the <b>Act</b>) or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> </ul>		
	Complying with the Act.		
	<ul> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>		
	The General Services are provided subject to the scheme operator or its related party remaining appointed as the caretaker for the community titles scheme for the village from time to time.		
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	□ Yes ⊠ No		
7.3 Does the retirement village operator provide	<ul> <li>Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier - RACS ID number)</li> </ul>		
government funded home care services under the <i>Aged Care</i>	Yes, home care is provided in association with an Approved Provider		
Act 1997 (Cwth)?	Five Good Friends/Enrich Living Services		
	No, the operator does not provide home care services, residents can arrange their own home care services		
Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth			

**Note**: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible

by an aged care assessment team (ACAT) under the Aged Care Act 1997 (Cwth). These home care services are not covered by the *Retirement Villages Act 1999* (Qld).

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 - Security and emergency systems				
8.1 Does the village have a security system?	🗆 Yes 🛛 No			
8.2 Does the village have an emergency help system?	☑ Yes - all residents □ Optional □ No			
<ul> <li>If yes or optional:</li> <li>the emergency help system details are:</li> </ul>	The service provider is I.N.S Lifeguard. The costs of the system are included in the General Services Charge (subject to the residence contract).			
<ul> <li>the emergency help system is monitored between:</li> </ul>	24 hours, 7 days per we	ek		
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	⊠ Yes □ No			
If yes, list or provide details e.g. first aid kit, defibrillator:	Fire, First Aid and Emer	gency equipment (including defibrillator).		
COSTS AND FINANCIA	L MANAGEMENT			
Part 9 - Ingoing contrik	oution - entry costs to liv	ve in the village		
contract to secure a right	t to reside in the retireme	ve resident must pay under a residence nt village. The ingoing contribution is also loes not include ongoing charges such as rent		
9.1 What is the	Accommodation Unit	Range of ingoing contribution		
estimated ingoing contribution (sale price) range for all	Independent living units			
types of units in the	- Studio	\$173,000 to \$200,000		
village	- One bedroom	\$225,000 to \$333,000		
	- Two bedrooms	\$420,000 to \$484,000		
	- Three bedrooms	\$565,000		
	Serviced units			
	- Studio	-		
	- One bedroom	-		

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	- Two bedro	oms	-	
	- Three bed	rooms	-	
	Other		-	
	Full range of contribution unit types		\$173,000 to \$565,000	
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?	<ul> <li>Yes D No</li> <li>There are 2 contract options available:</li> <li>Peace of Mind</li> <li>Capital Share</li> <li>The key differences between the 2 contract options ar gain and capital loss (if any) are shared, and the exit f payable, as follows:</li> </ul>		· ·	
If yes, specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee:	Contract Capital option gain an loss sh (refer 1			Early payment date/Exit entitlement date after vacating the village (refer 14.2)
	Peace of Mind	Resident: 0% Scheme operator: 100%	5% of the purchase price per year, on a pro-rata daily basis, up to a maximum of 5 years (25%)	6 months
	Capital Resident: Share 50% Scheme operator: 50%		5% of the purchase price per year, on a pro-rata daily basis, up to a maximum of 7 years (35%)	18 months
	<b>Note from the scheme operator:</b> For a resident of unit 104, reference to the 'purchase price' above is to the 'ingoing contribution' paid by the resident.			
9.3 What other entry	⊠ Transf	er or stamp d	luty	
costs do residents need to pay?		rom the sch nt of unit 104	e <b>me operator:</b> This does n	ot apply to the
	Costs I	related to you	r residence contract	
	<b>Note from the scheme operator:</b> The resident is responsible for his/her own costs incurred in connection with entering into and complying with the lease.			•
	□ Costs related to any other contract e.g.			
	🛛 Advan	ce payment c	of General Services Charge	
	⊠ Other of	costs:		
			units 1 to 103: Queensland on transfer of title	Titles Registry

for a resident of unit 104: Queensland Titles Registry registration fees to register the lease.	
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## Part 10 - Ongoing Costs - costs while living in the retirement village

**General Services Charge**: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

**Maintenance Reserve Fund contribution**: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

**Note**: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

**10.1** Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	-	-
- One bedroom	\$32.54	\$3.53
- Two bedrooms	\$65.08	\$7.07
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other	-	-
All units pay a flat rate	-	-
	•	-

**Note from the scheme operator:** The General Services Charge noted above **excludes** the Maintenance Reserve Fund contribution noted above. The resident's total General Services Charge contribution is the General Services Charge in the middle column **PLUS** the Maintenance Reserve Fund contribution in the right hand column.

Last three years of General Services Charge and Maintenance Reserve Fund contributionFinancial<br/>yearGeneral Services<br/>Charge (range)Overall %<br/>change from<br/>Charge from<br/>Reserve FundOverall % change<br/>from previous

year	Charge (range) (weekly)	change from previous year	Reserve Fund contribution (range) (weekly)	from previous year (+ or -)
FY21/22	\$30.70 to \$61.39	5.88% to 5.90%	\$3.33 to \$6.67	-0.12% to -0.11%

FY 20/21	\$28.99 to \$57.98	6.15%	\$3.73 to \$7.47	1.76%
FY 19/20	\$27.31 to \$54.62	5.78% to 5.91%	\$3.67 to \$7.34	0.27% to 0.14%

#### Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

#### Current weekly rates of Body Corporate fees and sinking fund

\$17.44 to \$17.59 \$34.88 to \$35.18	\$5.14 to \$5.26
	\$5.14 to \$5.26
\$34.88 to \$35.18	
\$34.88 to \$35.18	
	\$10.28 to \$10.52
-	-
-	-
-	-
-	-
-	-
-	-
-	-

contribution

Financial year	Body Corporate Administrative Fund fee (weekly)	Overall % change from previous year (+ or -)	Sinking Fund contribution (weekly)	Overall % change from previous year (+ or -)		
October 2021 to Sept 2022	\$18.54 to \$37.07	0%	\$4.81 to \$9.61	0%		
October 2020 to Sept 2021	\$17.67 to \$35.92	0%	\$4.80 to \$9.61	0%		
October 2019 to Sept 2020	\$17.67 to \$35.92	1.9% to 1.6%	\$4.80 to \$9.61	0%		

10.2 What costs	$\mathbb{X}$	Contents insurance	$\boxtimes$	Water		
relating to the units are not covered by the General Services		Home insurance	$\boxtimes$	Telephone		
		(freehold units only)	$\boxtimes$	Internet		
Charge? (residents	$\boxtimes$	Electricity	$\boxtimes$	Pay TV		
will need to pay these costs	$\boxtimes$	Gas	$\boxtimes$	Other: Body corporate sinking and		
separately)				administrative fund levies.		
10.3 What other	$\boxtimes$	Unit fixtures	I			
ongoing or occasional costs for	⊠ Unit fittings					
repair, maintenance	⊠ Unit appliances					
and replacement of						
items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	<b>Note from the scheme operator</b> : Except for repairs, maintenance or replacement that are the responsibility of the body corporate, residents are responsible for:					
	<ul> <li>servicing of appliances, equipment, fixtures and fittings forming part of their Unit;</li> </ul>					
-	<ul> <li>repairing appliances, equipment, fixtures and fittings forming part of their Unit when broken;</li> </ul>					
	<ul> <li>replacing appliances, equipment, fixtures and fittings forming part of their Unit if they are worn out or cannot be reasonably repaired;</li> </ul>					
	• maintaining, repairing and replacing any items they own or bring into their Unit;					
	• maintaining, repairing and replacing any alterations they make to their Unit; and					
	• repairing damage or replacing any part of their Unit that is deliberately damaged or is not a result of fair wear and tear.					
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?		Yes 🛛 No				
Part 11 - Exit fees- whe	en yo	u leave the village				
				they leave their writer when the		

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).

11.1 Do residents pay an exit fee when		Yes - all residents pay an exit fee calculated using the same formula
they permanently leave their unit?	$\boxtimes$	Yes - all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract
		No exit fee
		Other

If yes, list all exit fee options that may apply to new contracts:	<ul> <li>Peace of Mind</li> <li>5% of the purchase price per year of residence, up to a maximum of 8 years (25%).</li> <li>Capital Share</li> <li>5% of the purchase price per year of residence, up to a maximum of 7 years (35%).</li> <li>Daily basis</li> <li>The exit fee is calculated on a pro-rata daily basis for partial years of residence.</li> <li>Note from the scheme operator: For a resident of unit 104, reference to the 'purchase price' in this item 11.1 is to the 'ingoing contribution'.</li> </ul>		
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: The purchase price you paid (or the ingoing contribution of unit 104)		
Peace of Mind			
1 year	5% of your purchase price		
2 years 10% of your purchase price			

The minimum exit fee is: 5% of your purchase price x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

15% of your purchase price

20% of your purchase price

25% of your purchase price

25% of your purchase price Note: if the period of occupation is not a whole number of years, the exit fee will be worked

The maximum (or capped) exit fee is 25% of the purchase price after 5 years of residence.

3 years

4 years

5 years

10 years

out on a daily basis.

Capital Share				
1 year	5% of your purchase price			
2 years	10% of your purchase price			
3 years	15% of your purchase price			
4 years	20% of your purchase price			
5 years	25% of your purchase price			
6 years	30% of your purchase price			
7 years	35% of your purchase price			
10 years	35% of your purchase price			
<ul> <li>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</li> <li>The maximum (or capped) exit fee is: 35% of the purchase price after 7 years of residence.</li> <li>The minimum exit fee is: 5% of your purchase price x 1/365.</li> <li>Note from the scheme operator: The minimum exit fee is for 1 day of residence.</li> </ul>				
11.2 What other exit costs do residents need to pay or contribute to?	<ul> <li>Sale costs for the unit</li> <li>Note from the scheme operator: The scheme operator will pay all costs that the scheme operator incurs in finding a new resident, however if the resident appoints a real estate agent, the resident must pay that agent's commission and costs.</li> <li>Legal costs</li> <li>Other costs:</li> <li>for a resident of unit 104, Queensland Titles Registry</li> </ul>			
Part 12 - Reinstatemer	registration fees to surrender the lease			
12.1 Is the resident	🖂 Yes 🗆 No			
responsible for reinstatement of the unit when they leave the unit?	Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from: • fair wear and tear; and			
	<ul> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>			
	<ul> <li>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</li> <li>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</li> </ul>			
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	<ul> <li>Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit.</li> <li>Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays 50% of any</li> </ul>			

	renovation costs					
	Note from the scheme operator: Residents who sign a 'Capital Share Contract' obtain 50% of any capital gain and therefore pay 50% of any renovation costs. Residents who sign a 'Peace of Mind Contract' do not receive a share of any capital gain and therefore are not required to pay any renovation costs.					
	□ No					
	Renovation means replacements or repairs other than reinstatement work.					
	By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.					
Part 13 - Capital gain o	r losses					
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?	<ul> <li>□ Yes, the resident's share of the capital gain is the resident's share of the capital loss is OR is based on a formula (specify)</li> <li>⊠ Optional - residents can elect to share in a capital gain or loss option the resident's share of the capital gain is 50%</li> </ul>					
	<ul><li>the resident's share of the capital loss is 50%</li><li>□ No</li></ul>					
	-					
Part 14 - Exit entitleme An exit entitlement is the	□ No					
Part 14 - Exit entitleme An exit entitlement is the a residence contract afte unit. 14.1 How is the exit	No nt or buyback of freehold units amount the operator may be required to pay the former resident under					
Part 14 - Exit entitleme An exit entitlement is the a residence contract afte unit.	<ul> <li>No</li> <li>nt or buyback of freehold units</li> <li>amount the operator may be required to pay the former resident under the right to reside is terminated and the former resident has left the</li> <li>For units 1 to 103:</li> <li>When the resident sells the unit, the resident receives the resale price (i.e. the price paid to the resident by the purchaser of their unit).</li> <li>For a 'Peace of Mind Contract', when the resident receives the resale</li> </ul>					
Part 14 - Exit entitlement An exit entitlement is the a residence contract after unit. 14.1 How is the exit entitlement which the operator will pay the	<ul> <li>No</li> <li>nt or buyback of freehold units</li> <li>amount the operator may be required to pay the former resident under the right to reside is terminated and the former resident has left the</li> <li>For units 1 to 103:</li> <li>When the resident sells the unit, the resident receives the resale price (i.e. the price paid to the resident by the purchaser of their unit).</li> </ul>					
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Part 14 - Exit entitlement An exit entitlement is the a residence contract after unit. 14.1 How is the exit entitlement which the operator will pay the	<ul> <li>No</li> <li>nt or buyback of freehold units</li> <li>amount the operator may be required to pay the former resident under the right to reside is terminated and the former resident has left the</li> <li>For units 1 to 103:</li> <li>When the resident sells the unit, the resident receives the resale price (i.e. the price paid to the resident by the purchaser of their unit).</li> <li>For a 'Peace of Mind Contract', when the resident receives the resale price:         <ul> <li>the resident must pay the scheme operator:                 <ul> <li>the exit fee (see Part 11, item 11.1);</li> <li>100% of the capital gain (if any);</li> <li>100% of the costs of the reinstatement work (if any) (see Part</li> </ul> </li> </ul> </li> </ul>					

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	In this way, the resident effectively receives the amount of their original purchase price (regardless of the amount of the resale price). See item 13.1.
	For a 'Capital Share Contract', when the resident receives the resale price:
	<ul> <li>the resident must pay the scheme operator:</li> </ul>
	$\circ$ the exit fee (see Part 11, item 11.1);
	<ul> <li>the resident's share of costs of sale (see Part 11, item 11.2);</li> </ul>
	<ul> <li>100% of the costs of the reinstatement work (if any) (see Part 12);</li> </ul>
	<ul> <li>50% of the costs of the renovation work (if any) (see Part 12);</li> </ul>
	$\circ$ 50% of the capital gain (if any) (see Part 13); and
	<ul> <li>any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator; and</li> </ul>
	<ul> <li>the scheme operator must pay the resident 50% of any capital loss (if any) (see Part 13).</li> </ul>
	In this way, the resident effectively receives the amount of their original purchase price, plus 50% of any capital gain and less 50% of any capital loss. See item 13.1.
	For unit 104:
	The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident.
	For a 'Peace of Mind Contract', when the ingoing contribution is repaid to the resident, the resident must pay the scheme operator:
	<ul> <li>the exit fee (see Part 11, item 11.1);</li> </ul>
	<ul> <li>the resident's share of costs of sale (see Part 11, item 11.2);</li> </ul>
	<ul> <li>100% of the registration costs (see Part 11, item 11.2);</li> </ul>
	<ul> <li>100% of the costs of the reinstatement work (if any) (see Part 12); and</li> </ul>
	• any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator.
	For a 'Capital Share Contract', when the ingoing contribution is repaid to the resident:
	<ul> <li>the scheme operator must also pay the resident 50% of any capital gain (if any) (see Part 13); and</li> </ul>
	<ul> <li>the resident must pay the scheme operator:</li> </ul>
	$\circ$ the exit fee (see Part 11, item 11.1);
	$\circ$ the resident's share of costs of sale (see Part 11, item 11.2);
	$\circ$ 100% of the registration costs (see Part 11, item 11.2);
	<ul> <li>100% of the costs of the reinstatement work (if any) (see Part 12);</li> </ul>

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	<ul> <li>50% of the costs of the renovation work (if any) (see Part 12);</li> </ul>
	<ul> <li>50% of the capital loss (if any) (see Part 13); and</li> </ul>
	<ul> <li>any other costs (for example, outstanding general services</li> </ul>
	charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator.
14.2 When is the exit	By law, the operator must pay the exit entitlement to a former resident
entitlement payable?	on or before the <b>earliest</b> of the following days: For units 1 to 103:
	Not applicable. The resident receives the resale price from the person
	who purchases their unit after they leave the village, at the time the unit is re-sold.
	However, if the resident has not sold their unit within <b>6 months</b> (for a Peace of Mind contract) or <b>18 months</b> (for a Capital Share Contract), and the resident meets certain conditions, then the scheme operator may be obliged to pay the resident the amount they would be entitled to receive if their unit were to sell at that time, less the relevant deductions. In exchange for that payment, the resident will be required to transfer ownership of their unit to the scheme operator or alternatively, at the scheme operator's election, when the unit is ultimately re-sold, the resident must then direct the purchaser to make payment of the resale price to the scheme operator instead of to the resident. Please contact the scheme operator if further details are required. If within the first 6 months of entering the village the resident exercises their rights under the <b>Change of Mind Money Back Guarantee</b> to require the scheme operator to buy back their unit, then payment will be made 45 days after the resident exercises those rights. See item 17.1.
	For unit 104:
	the day stated in the residence contract
	which is 6 months after the termination of the residence contract
	<b>Note from the scheme operator:</b> This applies to 'Peace of Mind Contracts' only.
	If the residence contract is terminated under the Change of Mind Money Back Guarantee provisions, an earlier date as described in 17.1.
	• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
	• 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).
	In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

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Freehold units only 14.2 Operator	When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any exit fee to the operator.					
buyback of freehold units	By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT					
14.3 What is the turnover of units for sale in the village?	<ul> <li>7 accommodation units were vacant as at the end of the last financial year</li> <li>2 accommodation units were resold during the last financial year</li> <li>7 months was the average length of time to sell a unit over the last three financial years</li> </ul>					
Part 15 - Financial management of the village						
15.1 What is the	General Se	rvice	es Charges F	und for the last 3 ye	ears	
financial status for the funds that the operator is required	Financial Y	ear	Deficit/Sur plus	Balance	Change from previous year	
to maintain under the	FY21/22		(\$14,399)	\$243,259	10.10%	
Retirement Villages Act 1999?	FY20/21		(\$15,002)	\$220,938	1.40%	
ACT 1999 :	FY19/20		\$9,584	\$217,887	5.44%	
	Balance of General Services Charges Fund for the last financial year OR last quarter if no full\$243,259financial year is available\$243,259					
	Balance of financial ye year availal	ar OF	\$69,382			
	Balance of last financia financial ye	ıl yea	\$168,710			
	Percentage applied to t	ne Ca	N/A (amounts are paid each year as recommended by			
	The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.					
	OR the village is not yet operating					
Part 15 - Financial mar	nagement of	the E	Body Corpora	te		
Note: All freehold comm corporate.	nunity title scl	neme	residents who	own their unit are	members of the body	
15.2 What is the	Administra	tive	Fund for the la	ast 3 years		
financial status of the Body Corporate	Financial Year	Defic	cit/Surplus	Balance	Change in balance from previous year	
				-		

funds in a freehold						
village?	FY21/22	(\$3,516.82)	\$1,992.82	-63.83%		
	FY20/21	\$4,242.07	\$5,509.64	334.66%		
	FY19/20	(\$2,866.86)	\$1,267.57	-69.41%		
	Balance of <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year OR last quarter if no full financial year available					
	OR the village is not yet operating					
Part 16 - Insurance						
The village operator must retirement village, includ		eneral insurance, to	full replacement va	lue, for the		
<ul><li>communal facilitie</li><li>the accommodation</li></ul>		er than accommoda	tion units owned by	v residents.		
Residents contribute tow	vards the co	st of this insurance a	as part of the Gene	ral Services Charge.		
16.1 Is the resident responsible for arranging any insurance cover?	🛛 Yes	□ No				
If yes, the resident is responsible for these insurance policies:	<ul> <li>If yes, the resident is responsible for these insurance policies:</li> <li>Contents insurance (for the resident's property in the unit);</li> <li>Public liability insurance (for incidents occurring in the resident's unit);</li> <li>Workers' compensation insurance (for the resident's employees or contractors); and</li> <li>Third-party insurance (for the resident's motor vehicles or mobility devices).</li> </ul>					
Part 17 - Living in the village						
Trial or settling in perio	od in the vil	lage				
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	⊠ Yes	□ No				
If yes, provide details including length of period, relevant time frames and any costs or conditions:	changes th the first 6 n notice requ If they do s operator w for it. No ex fees will ce the residen	o, then 45 days afte	s to leave the villag ne village give the s erator to purchase or the notice is giver unit for the same p n/loss will be payab ne notice is given. A nce contract with the	e, they may within cheme operator a their unit from them. n, the scheme rice the resident paid le, and the service II amounts paid by e scheme operator		

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	rates and taxes, body corporate levies, legal and registration costs, moving costs, utilities charges, and amounts paid to other parties.			
Pets	moving coole, unities charges, and amounts paid to early partice.			
17.2 Are residents allowed to keep pets?	⊠ Yes □ No			
If yes, specify any restrictions or conditions on pet ownership:	Pets are welcome, if the scheme operator's prior consent is obtained			
Visitors				
17.3 Are there restrictions on visitors staying with residents or visiting?	Yes 🗆 No			
If yes, specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager):	Visitors may stay with a resident for up to 1 month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. The resident must stay in the unit at the same time as their visitor.			
Village by-laws and vil	lage rules			
17.4 Does the village have village by-laws?	<ul> <li>Yes No</li> <li>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</li> <li>Note: See notice at end of document regarding inspection of village by-laws</li> </ul>			
17.5 Does the operator have other rules for the village?	<ul> <li>☑ Yes □ No</li> <li>If yes: Rules may be made available on request.</li> </ul>			
Resident input				
17.6 Does the village have a residents committee established under the <i>Retirement</i> <i>Villages Act 1999</i> ?	<ul> <li>Yes D No</li> <li>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</li> <li>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</li> </ul>			
Part 18 - Accreditation				
18.1 Is the village voluntarily accredited through an industry-based	<ul> <li>No, village is not accredited</li> <li>Yes, village is voluntarily accredited through:</li> </ul>			

accred scheme		
<b>Note</b> : Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.		
Part 19 - Waiting list		
19.1 Does the village maintain a waiting list for entry?		⊠ Yes □ No
Access	s to documents	
The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).		
	Certificate of regis	tration for the retirement village scheme
	Certificate of title or current title search for the retirement village land	
$\boxtimes$ V	Village site plan	
	Plans showing the location, floor plan or dimensions of accommodation units available in the village	
🗆 F	Plans of any units or facilities under construction	
	Development or planning approvals for any further development of the village	
□ A	An approved redevelopment plan for the village under the Retirement Villages Act	
	An approved transition plan for the village	
	An approved closure plan for the village	
	The annual financial statements and report presented to the previous annual meeting of the retirement village	
g	general services c	balance of the capital replacement fund or maintenance reserve fund or harge fund (or income and expenditure for general services) at the end ee financial years of the retirement village
		balance of any Body Corporate administrative fund or sinking fund at vious three years of the retirement village
🖾 E	Examples of contracts that residents may have to enter into	
$\boxtimes$ V	Village dispute resolution process	
	/illage by-laws	
× v	/illage insurance	policies and certificates of currency
		formation document (PID) continued in effect under section 237I of the existing residence contracts)
An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.		

#### **Further information**

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at <u>www.hpw.qld.gov.au</u>

#### **General Information**

General information and fact sheets on retirement villages: www.gld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options: <u>www.qld.gov.au/seniorsliving</u>

#### **Regulatory Services, Department of Housing and Public Works**

Regulatory Services administers the Retirement Villages Act 1999. This includes investigating complaints and alleged breaches of the Act. Department of Housing and Public Works GPO Box 690, Brisbane, QLD 4001 Phone: 07 3008 3450 Email: <u>regulatoryservices@hpw.qld.gov.au</u> Website: <u>www.hpw.qld.gov.au/housing</u>

#### **Queensland Retirement Village and Parks Advice Service (QRVPAS)**

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland. Caxton Legal Centre Inc. 1 Manning Street, South Brisbane, QLD 4101 Phone: 07 3214 6333 Email: <u>caxton@caxton.org.au</u> Website: <u>www.caxton.org.au</u>

#### **Department of Human Services (Australian Government)**

Information on planning for retirement and how moving into a retirement village can affect your pension Phone: 132 300 Website: <u>www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement</u>

#### **Seniors Legal and Support Service**

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation. Caxton Legal Centre Inc. 1 Manning Street, South Brisbane, QLD 4101 Phone: 07 3214 6333 Email: <u>caxton@caxton.org.au</u> Website: <u>https://caxton.org.au</u>

## Queensland Law Society

Find a solicitor Law Society House 179 Ann Street, Brisbane, QLD 4000 Phone: 1300 367 757 Email: info@qls.com.au Website: <u>www.qls.com.au</u>

## **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions. GPO Box 1639, Brisbane, QLD 4001 Phone: 1300 753 228 Email: <u>enquiries@qcat.qld.gov.au</u> Website: <u>www.qcat.qld.gov.au</u>

## **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community. Phone: 07 3006 2518 Toll free: 1800 017 288 Website: <u>www.justice.qld.gov.au</u>

## Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well more cost effective to adapt when life's circumstances change. Website: <u>www.livablehousingaustralia.org.au</u>