# Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

**Pelican Waters** 

## 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 <u>https://www.oaktreegroup.com.au/retirement-village/queensland/pelican-waters-boat-shed-way</u>
- 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:





ABN: 86 504 771 740

- Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. 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 www.qls.com.au or phone: 1300 367 757.

#### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

# The information in this Village Comparison Document is correct as at *July 2025* and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

#### Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name: Oak Tree Retirement Village Pelican Waters		
location	Street Address: 1 Boat Shed Way		
	Suburb: Pelican Waters State: Queensland Post Code: 4551		
1.2 Owner of the land on which the	Name of land owner: Oak Tree Retirement Village Pelican Waters Pty Ltd		
retirement village scheme is located	Australian Company Number (ACN): 607 830 026		
	Address: Level 9, 299 Adelaide Street		
	Suburb: Brisbane State: QLD Post Code: 4000		
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Oak Tree Retirement Village Pelican Waters Pty Ltd		
	Australian Company Number (ACN): 607 830 026		
	Address: Level 9, 299 Adelaide Street		
	Suburb: Brisbane State: QLD Post Code: 4000		
	Date entity became operator: 25 May 2020		
1.4 Village	Name of village management entity and contact details:		
management and onsite availability	Oak Tree Retirement Village Pelican Waters Pty Ltd		
	Australian Company Number (ACN): 607 830 026		

	Phone: 0408 997 339 Email: vmpelicanwaters@oaktreegroup.com.au
	An onsite manager (or representative) is available to residents: ⊠ Full time
	Onsite availability includes:
	Weekdays: 9:00am to 5:00pm Monday to Friday
1.5 Approved closure plan or transition plan for the retirement	Is there an approved transition plan for the village? $\Box$ Yes $\boxtimes$ No
village	A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village? $\Box$ Yes $\boxtimes$ No
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	Subject to the following, a new resident must be at least 55 years old and where there are two residents for one unit, one of those new residents must be at least 55 years old. The Scheme Operator may, in its discretion:
	<ul> <li>decline an application from a proposed new resident;</li> <li>change the age limit for the village; and</li> <li>accept an application from a proposed new resident who does not meet the age limit for the village.</li> </ul>
ACCOMMODATION, FA	CILITIES AND SERVICES
Part 3 – Accommodatio	n units: Nature of ownership or tenure
3.1 Resident ownership or tenure of	Freehold (owner resident)
the units in the village is:	Lease (non-owner resident)
	Licence (non-owner resident) Share in company title entity (non-owner resident)
	$\Box$ Unit in unit trust (non-owner resident)
	$\square$ Rental (non-owner resident)
L	

	□ Other				
Accommodation types					
3.2 Number of units by	There are 60 units in the village comprising, 60 units in 1 multi-storey				
accommodation type	building with 5 levels				
and tenure		5			
Accommodation Unit	Freehold	Leasehold	Licence	Other	
Independent living					
units					
- Studio					
- One bedroom - Two bedrooms		48 units			
- Three bedrooms		12 units			
Serviced units					
- Studio					
- One bedroom					
- Two bedrooms					
- Three bedrooms					
Other					
Total number of units		60 units			
Access and design					
3.3 What disability		ss from the street	into and botwoon	all areas of the unit	
access and design		$\boxtimes$ Level access from the street into and between all areas of the unit			
features do the units	(i.e. no external or internal steps or stairs) in $ extsf{in}$ all $ extsf{ }$ some units				
and the village	$\boxtimes$ Alternatively, a ramp, elevator or lift allows entry into $\square$ all $\boxtimes$ some				
contain?	units				
	$oxtimes$ Step-free (hobless) shower in $oxtimes$ all $\Box$ some units				
	$\boxtimes$ Width of doorways allow for wheelchair access in $\square$ all $\boxtimes$ some				
	units				
	$oxtimes$ Toilet is accessible in a wheelchair in $\Box$ all $oxtimes$ some units				
	$\boxtimes$ Other key features in the units or village that cater for people with				
	disability or assist residents to age in place: Level access to the				
	retirement village Community Centre				
Part 4 – Parking for res	idents and visit	tors			
4.1 What car parking	$\boxtimes$ All units with own car park space separate from the unit				
in the village is available for residents?			•		
4.2 Is parking in the village available for	⊠ Yes □ No				
visitors?		• • •	provided throughou		
If yes, parking	•		public visiting a h	•	
restrictions include:	<ul> <li>Visitors are required to park in the designated visitor parking bays provided.</li> </ul>				
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	<ul> <li>Visitors must not park in other residents' bays and parking on roadways is strictly prohibited.</li> </ul>		
Part 5 – Planning and de	evelopment		
5.1 Is construction or	Year village construction started	: 2019	
development of the village complete?	igtimes Fully developed / completed		
vinage complete.	Partially developed / completed		
	Construction yet to commend	e	
5.2 Construction, development applications and development approvals	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 the <i>Planning Act 2016</i> :		
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Not Applicable		
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 end of document regarding inspection of the development approval documents.</li> </ul>		
Part 6 – Facilities onsite	at the village		
6.1 The following	Activities or games room	Medical consultation room	
facilities are currently available to residents:		_	
	☐ Arts and crafts room	∐ Restaurant	
		□ Shop	
	oxtimes BBQ area outdoors	Swimming pool [outdoor/solar	
	☐ Billiards room	heated]	
	☐ Bowling green [indoor/outdoor]	Separate lounge in community centre	

Image: Character of the second sec				
Alardressing or beauty room         ✓ Library         Details about any facility that is not funded from the General Services Charge paid by residents of if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility): Hairdressing/Beauty Services by user pay basis         6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for resident of the retirement village. To enter a residential aged care facility, you must be assessed as eligib 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 an may involve entering a new contract.         Part 7 – Services Charge fund paid by residents)?       'General Services' provided to all residents include: • Operating the village for the benefit and enjoyment of residents. • Providing and managing the community facilities. • Managing security at the village. • Managing security at the village. • Maintaining the emergency help system and/or safety equipment (if any). • Maintaining and updating safety and emergency procedures for the village. • Cleaning, maintenance, repairs and replacements of and to the community facilities.		<ul> <li>computers, printers, internet access)</li> <li>Chapel / prayer room</li> <li>Communal laundries</li> <li>Community room or centre</li> <li>Dining room</li> </ul>	<ul> <li>Storage area for boats / caravans</li> <li>Tennis court [full/half]</li> <li>Village bus or transport</li> <li>Workshop</li> <li>Other: Open plan dining zone with</li> </ul>	
if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility):         Hairdressing/Beauty Services by user pay basis         6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?         Note: Aged care facilities are not covered by the Retirement Villages Act 1999 (Qld). The retirement village operator cannot keep places free or guarantee places in aged care for resident of the retirement village. To enter a residential aged care facility, you must be assessed as eligib 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 an may involve entering a new contract.         Part 7 – Services         7.1 What services are provided to all village residents (funded from the General Services' provided to all residents include: <ul> <li>Operating the village for the benefit and enjoyment of residents.</li> <li>Gardening and landscaping.</li> <li>Managing security at the village.</li> <li>Maintaining the emergency help system and/or safety equipment (if any).</li> <li>Maintaining fire-fighting and protection equipment.</li> <li>Maintaining ingenerging and updating safety and emergency procedures for the village.</li> <li>Cleaning, maintenance, repairs and replacements of and to the community facilities.</li> </ul>		Hairdressing or beauty room		
have an onsite, attached, adjacent or co-located residential aged care facility?         Note: Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for resident of the retirement village. To enter a residential aged care facility, you must be assessed as eligib by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation an may involve entering a new contract.         Part 7 – Services         7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?       'General Services' provided to all residents include: • Operating the village for the benefit and enjoyment of residents. • Providing and managing the community facilities. • Gardening and landscaping. • Managing security at the village. • Maintaining fire-fighting and protection equipment. • Maintaining fire-fighting and protection equipment. • Maintaining and updating safety and emergency procedures for the village. • Cleaning, maintenance, repairs and replacements of and to the community facilities.	Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility):			
<ul> <li>retirement village operator cannot keep places free or guarantee places in aged care for resident of the retirement village. To enter a residential aged care facility, you must be assessed as eligib by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i>. Exit fees may apply when you move from your retirement village unit to other accommodation an may involve entering a new contract.</li> <li>Part 7 – Services</li> <li>7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?</li> <li>General Servicy at the village for the benefit and enjoyment of residents.</li> <li>Gardening and landscaping.</li> <li>Managing security at the village.</li> <li>Maintaining the emergency help system and/or safety equipment (if any).</li> <li>Maintaining and updating safety and emergency procedures for the village.</li> <li>Cleaning, maintenance, repairs and replacements of and to the community facilities.</li> </ul>	have an onsite, attached, adjacent or co-located residential	□ Yes ⊠ No		
<ul> <li>7.1 What services are provided to all village for the benefit and enjoyment of residents.</li> <li>Providing and managing the community facilities.</li> <li>Gardening and landscaping.</li> <li>Managing security at the village.</li> <li>Maintaining the emergency help system and/or safety equipment (if any).</li> <li>Maintaining fire-fighting and protection equipment.</li> <li>Maintaining and updating safety and emergency procedures for the village.</li> <li>Cleaning, maintenance, repairs and replacements of and to the community facilities.</li> </ul>	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 <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation and			
<ul> <li>Provided to all village provided to all village for the benefit and enjoyment of residents.</li> <li>Operating the village for the benefit and enjoyment of residents.</li> <li>Providing and managing the community facilities.</li> <li>Gardening and landscaping.</li> <li>Managing security at the village.</li> <li>Maintaining the emergency help system and/or safety equipment (if any).</li> <li>Maintaining fire-fighting and protection equipment.</li> <li>Maintaining and updating safety and emergency procedures for the village.</li> <li>Cleaning, maintenance, repairs and replacements of and to the community facilities.</li> </ul>	Part 7 – Services			
	provided to all village residents (funded from the General Services Charge fund paid by	<ul> <li>Operating the village for the benefit and enjoyment of residents.</li> <li>Providing and managing the community facilities.</li> <li>Gardening and landscaping.</li> <li>Managing security at the village.</li> <li>Maintaining the emergency help system and/or safety equipment (if any).</li> <li>Maintaining fire-fighting and protection equipment.</li> <li>Maintaining and updating safety and emergency procedures for the village.</li> <li>Cleaning, maintenance, repairs and replacements of and to the community facilities.</li> </ul>		

	<ul> <li>Monitoring and eradicating pests (except where this is the responsibility of a resident).</li> <li>Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>Arranging for administrative, book-keeping, accounting and legal services necessary for the operation of the village.</li> <li>Maintaining any licences required in relation to the village.</li> <li>Paying operating costs for the village.</li> <li>Maintaining insurances relating to the village that are required by the <i>Retirement Villages Act 1999</i> (Qld) or contemplated by a residence contract, or that the scheme operator otherwise deems appropriate.</li> <li>Complying with the <i>Retirement Villages Act 1999</i> (Qld).</li> <li>Any other general services funded by via a budget for the general environment.</li> </ul>
	services charges fund for a financial year.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	Yes INO Some personal services such as visiting hair and beauty providers are available from time to time on a user pays basis.
7.3 Does the retirement village operator provide government funded home care services	☐ Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number:)
under the Aged Care Act 1997 (Cwth)?	Yes, home care is provided in association with an Approved Provider:
	$\boxtimes$ No, the operator does not provide home care services, residents can arrange their own home care services
Home Support Program s an aged care assessment services are not covered l <b>Residents can choose t</b>	ay be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by t team (ACAT) under the <i>Aged Care Act 1997 (Cwth)</i> . These home care by the <i>Retirement Villages Act 1999</i> (Qld). heir own approved Home Care Provider and are not obliged to use rovider, if one is offered.
Part 8 – Security and en	nergency systems
8.1 Does the village have a security system? If yes:	⊠ Yes □ No
<ul> <li>the security system details are:</li> </ul>	The village is secured by electric doors with after-hours access permitted to those who hold keyless remotes or have permission to enter the village to visit a resident or service the village.
<ul> <li>the security system is monitored between:</li> </ul>	Recorded CCTV security system - not actively monitored.

<ul> <li>8.2 Does the village have an emergency help system?</li> <li>If yes or optional:</li> <li>the emergency help system details are</li> </ul>		□ Optional □ No
the emergency help system is monitored between:	24 hours per day, 7 days per	week.
8.3 Does the village have equipment that provides for the safety or medical emergency of residents? If yes: list or provide details e.g. first aid kit, defibrillator	•	unity Centre is equipped with a first aid kit to be equipped with a monitored Tunstall system.
An ingoing contribution is to secure a right to reside	ution - entry costs to live in t the amount a prospective resi in the retirement village. The i	the village dent must pay under a residence contract ingoing contribution is also referred to as oing charges such as rent or other
9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village?	Accommodation Unit         Independent living units         -       Studio         -       One bedroom         -       Two bedrooms         -       Three bedrooms         -       Three bedrooms         -       Three bedrooms         -       Studio         -       Studio         -       Studio         -       One bedroom         -       Two bedrooms         -       Two bedrooms         -       Three bedrooms         Ohe bedrooms       Ohe bedrooms         -       Three bedrooms         Other       Full range of ingoing contributions for all unit types	Range of ingoing contribution         \$750,000.00 to \$825,000.00         \$825,000.00 to \$950,000.00         \$825,000.00 to \$950,000.00         \$750,000.00 to \$950,000.00
9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and	□ Yes ⊠ No	

	charges under a residence contract?
9.3 What other entry costs do residents need to pay?       □ Transfer or stamp duty         □ Costs related to your residence contract         □ Costs related to any other contract e.g         □ Advance payment of General Services Charge         □ Other costs:         • Lease registration costs (currently \$275.54)	costs do residents

### 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)
All units pay a flat rate	\$118.23	\$43.78

#### Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/24	\$109.64	-0.04%	\$38.88	+15.96%
2024/25	\$115.12	+5.00%	\$41.36	+6.38%
2025/26	\$118.23	+2.7%	\$43.78	+5.9%

10.2 What costs relating to the units are not covered by the General Services Charge (residents will need to pay these costs separately)?	<ul> <li>Contents &amp; public liability insurance</li> <li>Home insurance (freehold units only)</li> <li>Electricity</li> <li>Gas</li> </ul>	<ul> <li>□ Water</li> <li>⊠ Telephone</li> <li>⊠ Internet</li> <li>⊠ Pay TV</li> <li>⊠ Other: Upgraded Tunstall support services</li> </ul>
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	<ul> <li>□ Unit fixtures</li> <li>□ Unit fittings</li> <li>□ Unit appliances</li> <li>⊠ None</li> <li>Additional information:</li> <li>Residents are responsible for:</li> <li>items they own or bring into the unit;</li> <li>alterations or additions they make to the unit; and</li> <li>damage and accelerated wear they cause to the unit.</li> <li>The scheme operator will be responsible for all other maintenance, repairs and replacements.</li> </ul>	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	☑ Yes □ No The operator can provide residents with a list of preferred suppliers as an option for repairs and maintenance of items that the resident is responsible for on a user pays basis. For items that the operator is responsible to repair and maintain, the resident can complete a maintenance request form.	
If yes: provide details, including any charges for this service. Part 11 – Exit fees - whe	n you leave the village	
	ay an exit fee to the operator when Id. This is also referred to as a 'd	n they leave their unit or when the right eferred management fee' (DMF).
11.1 Do residents pay an exit fee when they permanently leave their unit?	<ul> <li>☑ Yes – all residents pay an exi formula</li> <li>□ Yes – all new residents pay a out may vary depending on each</li> </ul>	n exit fee but the way this is worked
If yes: list all exit fee options that may apply to new contracts	□ No exit fee □ Other	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: yo	ur ingoing contribution

1 year	5% of your ingoing contribution	
2 years	10% of your ingoing contribution	
3 years	15% of your ingoing contribution	
4 years	20% of your ingoing contribution	
5 years	25% of your ingoing contribution	
6 years	28% of your ingoing contribution	
10 years	28% of your ingoing contribution	
Note: if the period of occ on a daily basis.	cupation is not a whole number of years, the exit fee will be worked out	
The maximum (or cappe	ed) exit fee is 28% of the ingoing contribution after 6 years of residence.	
The minimum exit fee is:	5% of your ingoing contribution x 1/365 (for 1 day of residence).	
11.2 What other exit	□ Sale costs for the unit	
costs do residents need to pay or	⊠ Legal costs	
contribute to?	⊠ Other costs:	
	<ul> <li>Surrender of Lease registration costs (currently \$231.98)</li> </ul>	
	<ul> <li>stamp duty on Surrender of Lease (currently nil)</li> </ul>	
Dort 12 Doinototomont		
Part 12 – Reinstatement	and renovation of the unit	
12.1 Is the resident responsible for	🛛 Yes 🗌 No	
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:	
	<ul> <li>fair wear and tear; and</li> <li>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</li> </ul>	
	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 accidentally, deliberately or recklessly damages the item or causes accelerated wear.	
	Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.	
	<b>Note from operator</b> : Despite the above, the resident is only	

its         12.2 Is the resident         responsible for         renovation of the unit         when they leave the         unit?         By         on         the         interest         interest         resident's interest or         right to reside in the         unit is sold, does the         resident share in the	<ul> <li>Seen accidentally, deliberately or recklessly caused by the resident (or sinvitees or guests).</li> <li>Yes, all residents pay 50% of any renovation costs (in same roportion as the share of the capital gain on the sale of their unit)</li> <li>enovation means replacements or repairs other than reinstatement ork.</li> <li>y law, the operator is responsible for the cost of any renovation work in a former resident's unit, unless the residence contract provides for e resident to share in the capital gain on the sale of the resident's terest in the unit. Renovation costs are shared between the former isident and operator in the same proportion as any capital gain is to e shared under the residence contract.</li> <li>Sees</li> <li>Yes, the resident's share of the capital gain is 50% capital loss is 50%</li> </ul>		
responsible for renovation of the unit when they leave the unit? Part 13 – Capital gain or los 13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the	Toportion as the share of the capital gain on the sale of their unit) enovation means replacements or repairs other than reinstatement ork. y law, the operator is responsible for the cost of any renovation work a former resident's unit, unless the residence contract provides for e resident to share in the capital gain on the sale of the resident's terest in the unit. Renovation costs are shared between the former esident and operator in the same proportion as any capital gain is to e shared under the residence contract. Set		
13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the	Yes, the resident's share of the <b>capital gain</b> is 50%		
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?			
	or buyback of freehold units		
<ul> <li>An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.</li> <li><b>14.1 How is the exit</b> The ingoing contribution (paid to the scheme operator on entry) is</li> </ul>			
operator will pay the su	paid to the resident, plus the resident's share of any capital gain, ubject to set-offs for the exit fee and other amounts payable by the usident as set out in the resident's Lease.		
	<ul> <li>which is 18 months after the termination of the residence contract and the date the resident gives vacant possession of the unit to the scheme operator</li> </ul>		
	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). addition, an operator is entitled to see probate or letters of dministration before paying the exit entitlement of a former resident		

· · · · · · · · · · · · · · · · · · ·						
14.3 What is the turnover of units for	1 accommodation unit was vacant as at the end of the last financial year.					
sale in the village?	1 accommodation	n unit was resold o	during the la	st financ	ial year	
		ne average length	of time to se	ell a unit	over the last	
	three financial ye					
Part 15 – Financial man	agement of the vi	llage				
15.1 What is the						
financial status for the		es Charges Fund		3 years	1	
funds that the	Financial Year	Deficit/Surplus	Balance		Change from	
operator is required to					previous year	
maintain under the	2021/22	N/A	\$42,732		461.7%	
Retirement Villages	2022/23	N/A	\$31,641		-26%	
Act 1999?	2023/24	Net even	\$79,470		151%	
	Balance of <b>Gen</b>	oral Services Ch	arnos	I		
		Balance of General Services Charges         Fund for last financial year OR last quarter if         \$79,470				
		no full financial year available				
		Balance of <b>Maintenance Reserve Fund</b> for			\$141,878	
	last financial year <i>OR</i> last quarter if no full					
	financial year available					
	Balance of Capital Replacement Fund for \$167,884					
	the last financial year OR last quarter if no					
	full financial year available					
	Percentage of a resident ingoing contribution N/A (amounts an applied to the Capital Replacement Fund recommended by				mounts are	
					-	
	The operator pays a percentage of a quantity surveyor's					
		g contribution, as		report)		
	determined by a quantity surveyor's report,					
	to the Capital R	eplacement Fund.	This fund			
	is used for repla	cing the village's	capital			
	items.					
Part 16 – Insurance						
The village operator must take out general insurance, to full replacement value, for the retirement						

village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident responsible for	⊠ Yes □ No
arranging any insurance cover? 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> </ul>

	<ul> <li>Third-party insurance (for the resident's motor vehicles or mobility devices).</li> </ul>			
Part 17 – Living in the vi	illage			
Trial or settling in perio	d in the village			
17.1 Does the village offer prospective residents a trial period or a settling in period in the village? Pets	□ Yes 🖾 No			
17.2 Are residents allowed to keep pets?	⊠ Yes □ No			
If yes: specify any restrictions or conditions on pet ownership	Residents intending to house a pet must apply for the scheme operator's prior consent and must observe the Pet Policy for the retirement village. A copy of the Pet Policy is available for review upon request.			
Visitors				
17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	<ul> <li>Yes □ No</li> <li>Visitors may stay with a resident for up to 28 days (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 and must inform the scheme operator if a visitor stays 2 nights or for longer.</li> <li>Residents intending for a visitor to stay in their unit must observe the Visitor Policy for the retirement village. A copy of the Visitor Policy is available for review upon request.</li> </ul>			
Village by-laws and villa	ge 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?	Yes INO			
Resident input				
17.6 Does the village have a residents	□ Yes ⊠ No			

committee established under the <i>Retirement</i> <i>Villages Act</i> 1999?	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. You may like to ask the village manager about an opportunity to talk			
	with members of the resident committee about living in this village.			
Part 18 – Accreditation				
18.1 Is the village voluntarily accredited through an industry- based accreditation scheme?	No, village is not accredited Yes, village is voluntarily accredited through:			
	<b>Note from operator</b> : The village is not currently accredited, however			
	Oak Tree Group is a signatory to the Retirement Living Code of Conduct. A copy of the Code is available from the operator on request.			
<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	⊠ Yes □ No			
for entry?	⊠ No fee			
Access 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).				
_	tration for the retirement village scheme			
	r current title search for the retirement village land			
• .	Village site plan Plans showing the location, floor plan or dimensions of accommodation units in the village			
0	Plans of any units or facilities under construction			
Development or pla	anning approvals for any further development of the village			
□ An approved redev	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			
	balance of the capital replacement fund, or maintenance reserve fund			
or general services	s charges fund (or income and expenditure for general services) at the			
-	s three financial years of the retirement village			
end of the previous	Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village			
Examples of contra	Examples of contracts that residents may have to enter into			

- ☑ Village dispute resolution process
- □ Village by-laws
- ☑ Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to 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.qld.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: regulatoryservices@hpw.qld.gov.au Website: www.hpw.gld.gov.au/housing

#### **Queensland Retirement Village and Park 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: caxton@caxton.org.au Website: www.caxton.org.au

#### **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: caxton@caxton.org.au 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: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au

#### **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: www.justice.qld.gov.au

#### 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 as more cost effective to adapt when life's circumstances change. Website: www.livablehousingaustralia.org.au/