

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from 1 February 2019

ABN: 86 504 771 740

## Victoria Point



### 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.
- 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 <https://www.oaktreegroup.com.au/retirement-village/queensland/victoria-point>
- 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 Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://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](http://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 *April 2026* 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

<b>1.1 Retirement village location</b>	Retirement Village Name: Oak Tree Retirement Village Victoria Point Street Address: 9 Driftwood Street Suburb: Victoria Point    State: QLD    Post Code: 4165
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: Oak Tree Retirement Village Victoria Point Pty Ltd Australian Company Number (ACN): 169 195 635 Address: Level 9, 299 Adelaide Street Suburb: Brisbane    State: QLD    Post Code: 4000
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): Oak Tree Retirement Village Victoria Point Pty Ltd Australian Company Number (ACN): 169 195 635 Address: Level 9, 299 Adelaide Street Suburb: Brisbane    State: QLD    Post Code: 4000 Date entity became operator: 18 June 2014
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details: Oak Tree Retirement Village Victoria Point Pty Ltd Australian Company Australian Company Number (ACN): 169 195 635

	<p>Phone 0400 930 916 Email: vmvicpoint@oaktreegroup.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes: Monday to Friday: 8.30am – 3.00pm</p>
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<p><b>1.5 Approved closure plan or transition plan for the retirement village</b></p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p>
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**Part 2 – Age limits**

<p><b>2.1 What age limits apply to residents in this village?</b></p>	<p>Subject to the following, a new resident must be 65 years old or older and where there are two residents for one unit, one of those new residents must be 65 years old or older. The Scheme Operator may:</p> <ul style="list-style-type: none"> <li>• decline an application from a proposed new resident</li> <li>• change the age limit for the village</li> <li>• vary the age limit requirement</li> </ul>
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**ACCOMMODATION, FACILITIES AND SERVICES**

**Part 3 – Accommodation units: Nature of ownership or tenure**

<p><b>3.1 Resident ownership or tenure of the units in the village is:</b></p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input checked="" type="checkbox"/> Lease (non-owner resident)</p> <p><input type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p>
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**Accommodation types**

<p><b>3.2 Number of units by accommodation type</b></p>	<p>There are 54 units in the village, comprising 54 single story units</p>
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and tenure				
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio				
- One bedroom		2 units		
- Two bedrooms		40 units		
- Three bedrooms		12 units		
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units		54 units		

### Access and design

#### 3.3 What disability access and design features do the units and the village contain?

- Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in  some units
- Alternatively, a ramp, elevator or lift allows entry into  all  some units
- Step-free (hobless) shower in  all units  some
- Width of doorways allow for wheelchair access in  all  some units
- Toilet is accessible in a wheelchair in  all  some units
- 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 Village Community Centre
- None

### Part 4 – Parking for residents and visitors

#### 4.1 What car parking in the village is available for residents?

- All units with own garage or carport attached or adjacent to the unit
- Residents must comply with the Village Rules. Restrictions on resident's car parking include:
- Resident parking is provided for each unit. Nose to tail parking in unit driveways is permitted only if space allows and vehicles do not protrude onto roadways or footpaths;

	<ul style="list-style-type: none"> <li>• Vehicles are not permitted to be parked on roadsides, paths, roadways or lawns;</li> <li>• Residents must not park in visitor parking bays;</li> </ul> <p>Additional vehicles are not permitted without prior authorisation from the operator.</p>
<p><b>4.2 Is parking in the village available for visitors?</b> If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Visitor parking bays are provided throughout the Village to members of the public visiting a hosting resident. Visitors are required to park in the designated visitor parking bays provided or nose to tail in the hosting resident's driveway if space permits.</p> <p>Visitors must not park in other residents' garages or carports and parking on roadways is strictly prohibited.</p>

### Part 5 – Planning and development

<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started: 2004</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<p><b>5.2 Construction, development applications and development approvals</b> Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>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></p> <p>Not Applicable</p>
<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></p>	<p>Is there an approved redevelopment plan for the village under the <i>Retirement Villages Act</i>?</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p><b>Note:</b> see notice at end of document regarding inspection of the development approval documents.</p>

### Part 6 – Facilities onsite at the village

<p><b>6.1 The following facilities are currently</b></p>	<p><input type="checkbox"/> Activities or games room</p>	<p><input type="checkbox"/> Medical consultation room</p>
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<b>available to residents:</b>	<input type="checkbox"/> Arts and crafts room <input type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input checked="" type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green [indoor/outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Swimming pool outdoor heated <input checked="" type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated] <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other: Patonque court
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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).

The operator is responsible for maintenance of the Patonque court.

**6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?**

Yes  No

**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 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 provided to all village residents (funded from the General Services Charge fund paid by**

The General Services provided include:

- Management and administration of the Village;
- Maintenance and repair of the common areas of the Village;
- Maintenance, repairs and replacements of units and items in, on or attached to units (except where this is the responsibility of a

residents)?	resident); <ul style="list-style-type: none"> <li>• Control and eradication of pests in the common property; and</li> <li>• Payment of property costs including rates, water, insurance and waste management.</li> </ul>
<b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  The Operator anticipates that some emergency call services in villas, visiting beauty or health service providers may be available at some time on a user pays basis.
<b>7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?</b>	<input type="checkbox"/> 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 .....)  <input type="checkbox"/> Yes, home care is provided in association with an Approved Provider  <input checked="" type="checkbox"/> 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 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

<b>8.1 Does the village have a security system?</b> If yes: <ul style="list-style-type: none"> <li>• the security system details are:</li> <li>• the security system is monitored between:</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Village secured by an electric gate with access permitted to those who hold keyless remotes or have permission to enter the village to visit a resident or service the village.  ..... am and .....pm .....days per week.
<b>8.2 Does the village have an emergency help system?</b> If yes or optional: <ul style="list-style-type: none"> <li>• the emergency help system details are:</li> <li>• the emergency help system is monitored between:</li> </ul>	<input type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input checked="" type="checkbox"/> No
<b>8.3 Does the village have equipment that provides for the safety or medical emergency</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  The Village Community Centre is equipped with a First Aid Kit and an Automated External Defibrillator (AED).

<b>of residents?</b> If yes, list or provide details e.g. first aid kit, defibrillator	
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**COSTS AND FINANCIAL MANAGEMENT**

**Part 9 – Ingoing contribution - entry costs to live in the village**

*An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.*

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$580,000.....to \$680,000.....
	- Two bedrooms	\$825,000.....to \$925,000.....
	- Three bedrooms	\$995,000.....to \$1,125,000.....
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$ ..... to \$.....
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	\$580,000.....to \$1,125,000.....

<b>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?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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.	

<b>9.3 What other entry costs do residents need to pay?</b>	<input type="checkbox"/> Transfer or stamp duty <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. <input type="checkbox"/> Advance payment of General Services Charge <input checked="" type="checkbox"/> Other costs: Establishment Fee of \$2,500.00
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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		
<b>Other:</b> Based on the size of the unit as follows		
Unit Type A (units 2, 37 and 48)	\$107.02	\$41.37
Unit Type A (units 8 and 46)	\$107.34	\$41.49
Unit Type A (units 13, 14, 20, 43 and 44)	\$106.79	\$41.28
Unit Type A (units 18 and 39)	\$105.66	\$40.84
Unit Type B (units 4, 9, 12, 27, 32, 35, 41)	\$105.66	\$40.84
Unit Type B (units 15, 16, 51, 53, 54)	\$105.50	\$40.78
Unit Type C (units 3, 10, 11, 26, 33, 34, 42)	\$103.56	\$40.03
Unit Type C (units 22, 24, 25, 28, 30)	\$103.96	\$40.19
Unit Type D (unit 5)	\$81.71	\$31.59
Unit Type D (unit 50)	\$81.07	\$31.34
Unit Type E (units 6, 7, 17, 19, 38, 40, 45)	\$117.71	\$45.50
Unit Type E (units 1, 36, 49)	\$117.95	\$45.60
Unit Type E (units 47 and 52)	\$119.00	\$45.99
Unit Type F (unit 21)	\$101.08	\$39.07
Unit Type F (units 23, 29 and 31)	\$100.83	\$38.98

*The current weekly fees may be subject to change in the future. While we expect to propose an increase in next year's budget, at this stage we can't confirm the amount. Ultimately, any increases above CPI are generally subject to the approval of residents so you have the assurance that the residents/your neighbours have the last say.*

**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	\$76.41 to \$112.16	-2.9%	\$25.78 to \$37.84	+47.7%
2024/25	\$78.94 to \$115.87	+3.3%	\$28.90 to \$42.42	+12.10%
2025/26	\$81.07 to \$119.00	+2.7%	\$31.34 to \$45.99	+8.4%

**10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Contents insurance        | <input type="checkbox"/> Water                |
| <input type="checkbox"/> Home insurance (freehold units only) | <input checked="" type="checkbox"/> Telephone |
| <input checked="" type="checkbox"/> Electricity               | <input checked="" type="checkbox"/> Internet  |
| <input checked="" type="checkbox"/> Gas (if applicable)       | <input checked="" type="checkbox"/> Pay TV    |
|   | <input type="checkbox"/> Other                |

**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?**

- Unit fixtures  
 Unit fittings  
 Unit appliances  
 None

**Additional information**

Residents are responsible for:

- items they own or bring into the unit;
- alterations or additions they make to the unit; and
- damage and accelerated wear they cause to the unit.

The scheme operator will be responsible for all other maintenance, repairs and replacements.

**10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?**

- Yes  No

Residents are provided with a list of preferred suppliers as an option for repairs and maintenance on a user pays basis.

If yes: provide details, including any charges for this service.

**Part 11 – Exit fees – when you leave the village**

*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 they permanently leave their unit?**

If yes: list all exit fee options that may apply to new contracts

- Yes – all residents pay an exit fee calculated using the same formula
- 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

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: <b>your ingoing contribution</b>
1 year	7% of your ingoing contribution
2 years	14% of your ingoing contribution
3 years	21% of your ingoing contribution
4 years	28% of your ingoing contribution
5 years	35% of your ingoing contribution
6 years	35% of your ingoing contribution
10 years	35% of your ingoing contribution

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 35% of the ingoing contribution after 5 years of residence.

The minimum exit fee is: 7% of your ingoing contribution x 1/365 (for 1 day of residence).

**11.2 What other exit costs do residents need to pay or contribute to?**

- Sale costs for the unit
- Legal costs
- Other costs

**Part 12 – Reinstatement and renovation of the unit**

**12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?**

- Yes  No

The resident will be responsible for Resident Caused Damage as defined in the lease.

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

12.2 Is the resident responsible for renovation of the unit when they leave the unit?	<input checked="" type="checkbox"/> No
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### Part 13– Capital gain or 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?	<input checked="" type="checkbox"/> No
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### Part 14 – Exit entitlement or buyback of freehold units

*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.*

14.1 How is the exit entitlement which the operator will pay the resident worked out?	The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, subject to set-offs for the exit fee and other amounts payable by the resident as set out in the resident's Lease.
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14.2 When is the exit entitlement payable?	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ six months after the termination date</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <p>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.</p>
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14.3 What is the turnover of units for sale in the village?	<p>0 accommodation units were vacant as at the end of the last financial year</p> <p>4 accommodation units were resold during the last financial year</p> <p>14 months was the average length of time to sell a unit over the last three financial years</p>
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### Part 15 – Financial management of the village

15.1 What is the	<b>General Services Charges Fund</b> for the last 3 years
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financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?	Financial Year	Deficit/Surplus	Balance	Change from previous year
	<b>2022/23</b>	- \$9,038	\$13,814	- 54%
	<b>2023/24</b>	\$6,712	\$16,957	23%
	<b>2024/25</b>	\$13,330	\$75,200	343%
	Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$75,200
	Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available			\$4,000
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available			\$139,379
	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund			N/A (amounts are paid each year as recommended by the quantity surveyor's report)
	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				
<input type="checkbox"/> the village is not yet operating.				

## 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 arranging any insurance cover?**

If yes, the resident is responsible for these insurance policies:

Yes  No

If yes, the resident is responsible for these insurance policies:

- contents of the accommodation unit (excluding fixtures and fittings owned by the Operator); and
- any vehicle or boat owned by the resident and stored in the Village.

## Part 17 – Living in the village

### Trial or settling in period in the village

**17.1 Does the village offer prospective residents a trial period**

Yes  No

Residents are afforded a six month settling in period pursuant to the

<b>or a settling in period in the village?</b>	terms of the Lease. If the resident wishes to leave during that time; <ul style="list-style-type: none"> <li>• their ingoing contribution will be returned to them in full within 14 days of vacating the unit;</li> <li>• the resident will be refunded any weekly fees paid during their period of occupation; and</li> <li>• the resident must pay an amount of fair market rent for their length of stay.</li> </ul>
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**Pets**

<b>17.2 Are residents allowed to keep pets?</b> If yes: specify any restrictions or conditions on pet ownership	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Resident's intending to house a pet must apply for the Operator's consent and must observe the Pet Policy for the Village (as outlined in the Village Rules). A copy of the Pet Policy is available for review upon request.
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**Visitors**

<b>17.3 Are there restrictions on visitors staying with residents or visiting?</b> If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Residents must notify the operator if they intend for a visitor to stay with them in the Village and must obtain the Operator's consent if this is for an extended duration (in accordance with the Village Rules).  Resident's intending for a visitor to stay in their unit must observe the Visitor Policy for the Village (as outlined in the Village Rules). A copy of the Visitor Policy is available for review upon request.
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**Village by-laws and village rules**

<b>17.4 Does the village have village by-laws?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>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.</i> <i>Note: See notice at end of document regarding inspection of village by-laws</i>
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<b>17.5 Does the operator have other rules for the village.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: Rules may be made available on request
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**Resident input**

<b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>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.</i> <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
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**Part 18 – Accreditation**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:
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**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

**Part 19 – Waiting list**

<b>19.1 Does the village maintain a waiting list for entry?</b> If yes, <ul style="list-style-type: none"> <li>what is the fee to join the waiting list?</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> No fee
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**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).**

- Certificate of registration for the retirement village scheme
- Certificate of title or 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
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- 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
- Statements of the balance of the capital replacement fund or maintenance reserve fund or Income and expenditure for general services at the end of the previous three financial years of the retirement village
- 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 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 [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

### **General Information**

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)  
For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

### **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](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://www.hpw.qld.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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://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: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

### **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](mailto:caxton@caxton.org.au)

Website: [Error! Hyperlink reference not valid. https://caxton.org.au](https://caxton.org.au)

### **Queensland Law Society**

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: [info@qls.com.au](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://www.qls.com.au)

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

*Retirement Villages Act 1999 • Section 74 • Form 3 • V8 • March 2021*

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](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://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](http://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/](http://www.livablehousingaustralia.org.au/)